# Polk County Board of County Commissioners

## Meeting Agenda - Final-revised

**February 17, 2026 Regular BoCC meeting**

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

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

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

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

## INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

## PLEDGE OF ALLEGIANCE (MARTHA SANTIAGO, CHAIR)

## A. PRESENTATIONS and RECOGNITIONS

A.1. Employee Recognition

## B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. Comments.

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

C.1. Disbursements.

C.2. Minutes of Regular Board meeting held on February 3, 2026.

## D. APPROVE CONSENT AGENDA

D.1. Approve Consent Agenda.

## E. REQUEST FROM ELECTED OFFICIAL and OTHER GOVERNMENTAL AGENCY

## F. COUNTY ATTORNEY (RANDY MINK)

## G. COUNTY MANAGER (BILL BEASLEY)

G.1. Approve Consultant Services Authorization 2024-019-05 with Wright-Pierce, Inc. for Lift Station 302 Replacement Project ($593,097.00 not-to-exceed, one-time expense)

G.2. Approve Ninth Amendment to Encroachment Management Agreement Between United States of America and Conservation Florida and Polk County to provide $1,300,000 of Air Force Readiness and Environmental Protection Integration (REPI) funds towards acquisition within the Sentinel Landscape ($1,300,000.00 one-time funding).

## H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Commissioner Troutman Comments.

## I. COMMISSIONER DISTRICT 2 (RICK WILSON)

I.1. Appoint Mr. T. Chad Barron to replace Rob Harper on the Comprehensive Plan Advisory Committee.

I.2. Commissioner Wilson Comments.

## J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

J.1. Commissioner Braswell Comments.

## K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Commissioner Scott Comments.

## L. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO, CHAIR)

L.1. Chair Santiago Comments.

## M. LAY BOARD APPOINTMENTS

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

* County Attorney opening comments

N.1. Public Hearing (LDCPAL 2025-8 Noth Ridge SAP PIX Text Change CPA) (Adoption Hearing) to consider the adoption of a Large-Scale Comprehensive Plan Text Amendment to Policy 2.131-Q4. L. c. (g) in the North Ridge Selected Area Plan (SAP) regarding limitations on commercial uses in the Professional Institutional-X (PIX) Future Land Use designation. This request is related to a Land Development Code text amendment (LDCT-2025-14). (No Fiscal Impact)

N.2. Public Hearing (LDCT-2025-14 North Ridge SAP PIX LDC Text) (Adoption Hearing) to consider the adoption of a Land Development Code text amendment to amend Chapter 4, Section 401.06.E in the North Ridge Selected Area Plan (SAP) relating to commercial use limitations in the Professional Institutional-X (PIX) Future Land Use designation. This case is related to Comprehensive Plan Text Amendment case LDCPAS-2025-8. (No Fiscal Impact)

N.3. Public Hearing (LDCPAS-2025-34 CR 546 Map Correction CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Agricultural/Residential Rural (A/RR) to Residential Suburban on ±9.7 acres to correct an error in the Future Land Use Map in the Rural Development Area (RDA). (No Fiscal Impact)

N.4. Public Hearing (LDCPAS 2025-32 Kathleen & Duff NAC CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 1.13 +/- acres from Residential Suburban (RS) in the Suburban Development Area (SDA) to Neighborhood Activity Center (NAC) in the Urban Growth Area (UGA). (No Fiscal Impact)

**O. PUBLIC HEARINGS**

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

P.1. Comments.

**Q. WORK SESSION ITEMS**

**R. CONSENT AGENDA ITEMS**

R. COMMISSIONER DISTRICT 1

R. COMMISSIONER DISTRICT 2

R. COMMISSIONER DISTRICT 3

R. COMMISSIONER DISTRICT 4

R. COMMISSIONER DISTRICT 5

R. COUNTY COMPTROLLER

R.1. Removal of equipment from inventory as listed on Blanket Removal Form 2235.

R. COUNTY MANAGER

R. ECONOMIC DEVELOPMENT

R. TOURISM/SPORTS MARKETING

R. OFFICE OF PLANNING & DEVELOPMENT

R.2. SET HEARING: (LDCT-2025-25 Communication Towers) to amend Chapter 2, Section 205, Use Table for Standard Land Use Districts; Chapter 3, Section 303, Criteria for Conditional Uses; Chapter 4, Special Districts; Chapter 5, Green Swamp Area of Critical State Concern; and Chapter 10, Definitions. The suggested hearing dates are for the first reading on March 3, 2026, at 9:15 a.m. and the adoption hearing date on March 17, 2026, at 9:15 a.m.

R.3. SET HEARING: (LDCT-2025-26 Car Washes) to amend Chapter 2, Section 205, Use Table for Standard Land Use Districts; Chapter 3, Section 303, Criteria for Conditional Uses; Chapter 4, Special Districts; Chapter 7, Section 708, Parking Space Requirements; and Chapter 10, Definitions. The suggested hearing dates are for the first reading on March 3, 2026, at 9:15 a.m. and the adoption hearing date on March 17, 2026, at 9:15 a.m.

R.4. SET HEARING: (LDCT-2025-27 Drive-Thru Facilities) to amend Chapter 2 Section 205, Use Table; Chapter 2, Section 206, Accessory Uses; Chapter 3, Section 303, Criteria for Conditional Uses; Chapter 4, Special Districts; Chapter 7, Section 708, Parking Space Requirements; and Chapter 10, Definitions. The suggested hearing dates are for the first reading on March 3, 2026, at 9:15 a.m. and the adoption hearing date on March 17, 2026, at 9:15 a.m.

R.5. Accept Performance Surety in the amount of $21,488.50 in the form of Performance Bond No. OCN7478269 for Palanti Retail. (No Fiscal Impact)

R.6. Accept Performance Surety in the amount of $5,201,869.20 in the form of Performance Bond No. SURU2210008047 for Sand and Silica Offsite Utilities (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.7. Approve State Housing Initiative Partnership (SHIP) Program rehabilitation/replacement program 1) Homeowner Assistance Agreement and 2) Grant Agreement for property located in Lakeland, FL, for Case #RC25-SHIP-011. ($195,185.00 one-time expense).

R. HUMAN RESOURCES

R. INFORMATION TECHNOLOGY

R.8. Approve piggyback agreement with CDW Government LLC to provide technology products and services with related solutions. (estimated $4,000,000.00 to $4,500,000.00 annual recurring expense)

R. CODE ENFORCEMENT

R. COURT SERVICES

R. RISK MANAGEMENT

R. COMMUNITY HEALTH CARE

R. FACILITIES MANAGEMENT

R.9. Approve cooperative agreement with AVI-SPL LLC to provide audio visual equipment, accessories, and services for Polk County. ($2,000,000.00 estimated annual expense)

R.10. Approve construction contract with Robert Binns Roofing, Inc. for the copper roof repairs of the existing Bartow Courthouse roof. ($285,600.00 one-time expense).

R. FLEET MANAGEMENT

R. PARKS & NATURAL RESOURCES

R.11. Approve Land Purchase Agreement between Ryan Russell and Polk County in conjunction with the Environmental Lands Program, CLASAC Project EL-109-23. ($340,000 total expense)

R. FIRE RESCUE

R. EMERGENCY MANAGEMENT

R. REAL ESTATE SERVICES

R.12. Approve a Right-of-Way Agreement between Polk County and Lake Wales Property Holdings, LLC in conjunction with the Thompson Nursery Road Phase 2 Project. ($688,000 one-time expense)

R.13. Authorize the County Attorney's Office or outside counsel to stipulate to a final judgment for Parcels 101 in the case of Polk County v. SLG-SR LLC f/k/a Spirit Lake Grove LLC, an eminent domain lawsuit filed to acquire needed right-of-way for the Spirit Lake Road at Sheffield Rd/Old Bartow-Eagle Lake Road Intersection Project. ($60,781 one-time expense)

R.14. Approve Land Purchase Agreement in conjunction with the purchase of conservation preservation property located in the Lake Wales Ridge Ecosystem Project - Crooked Lake West Area, Williams parcel ($6,000 one-time expense)

R. ROADS & DRAINAGE

R.15. Approve Consultant Services Authorization (CSA) No. 2022-083-04 with Burgess & Niple, Inc. (B&N), (CONSULTANT) to provide professional design services for the development of full construction documents for the US 27 at Holly Hill Road Intersection Improvement project. (Total cost not-to-exceed $276,580.42)

R.16. Approve Consultant Services Authorization (CSA) No. 2025-054-02 with RS&H, Inc. (Consultant) to provide field inspection services for the Frontier Communications Fiber Upgrade Project. ($155,001 one-time expense)

R.17. Approve Modification No. 4 to Consultant Services Authorization (CSA) No. 22-081-04 with AECOM Technical Services, Inc. (Consultant) to provide temporary staff to the Roads & Drainage Division, Project Management Section. ($99,960 one-time expense)

R.18. Approve Amendment No. 1 to Agreement 2025-002, with WSP USA for engineering services for the North Rifle Range Road drainage & sidewalk improvement project. ($66,588.17 one-time expense)

R.19. Approve Modification No. 3 to Consultant Service Agreement (CSA) No. 17-57-07 with Patel Green & Associates, Inc. (Consultant). Modification No. 3 will extend the CSA by an additional 395-days and authorize the Consultant to make requested changes to the Lake Lowery Outfall Study. ($15,067.46 one-time expense)

R.20. Adopt a Resolution Setting Speed Limits on County Road 580 (Johnson Avenue East) and County Road 580 (Cypress Parkway), near Haines City. ($776.70 one-time expense)

R. UTILITIES

R.21. Approve Consultant Services Authorization 2024-011-10 with Dewberry Engineers, Inc. for the Northeast Regional Utility Service Area (NERUSA) Alternative Water Supply (AWS) Receiving Facility Project ($898,223.15 not-to-exceed one-time expense)

R.22. Approval of Amendment No. 3 to Agreement between the Polk Regional Water Cooperative (PRWC) and Polk County for the PRWC Heartland Protection and Sustainability Project, Polk County Alternative Water Supply Receiving Facilities (Project 6), for which the Florida Department of Environmental Protection (FDEP) awarded state funds via grant Agreement Number LPA0212 ($416,098 reimbursable expenses).

R.23. Approve Consultant Services Authorization 2024-007-03 with Carollo Engineers, Inc., to provide professional services for the Pressure Monitoring Planning Support Project. ($165,451.48 not-to-exceed, one-time expense)

R.24. Interlocal Agreement to transfer the Crooked Lake Park Wastewater Utility System to the City of Lake Wales (No Fiscal Impact)

R. SOLID WASTE

R.25. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Paradise Lawn Care of Central Florida Inc. (No Fiscal Impact)

R.26. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Let It Go Dumpsters LLC. (No Fiscal Impact)

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.27. SET HEARING to consider the adoption of an Ordinance of the Polk County Board of County Commissioner entitled Polk County Right-of-Way Sign Enforcement Ordinance. SUGGESTED HEARING DATE: March 3, 2026, at 9:00 a.m.

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

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

- Tuesday, February 17, 2026 – 6:00 p.m. – Kathleen Community Meeting to Discuss Future North Lakeland Government Center will be held at Kathleen Baptist Church, 3939 Second Street Northwest, Lakeland.

- Wednesday, February 18, 2026 – 9:00 a.m. – Deferred Compensation Committee will meet in the Commissioners' Conference Room, Room 407, Fourth Floor, County Administration Building.

- Wednesday, February 18, 2026 – 9:00 a.m. – Appellate Special Magistrate of the Code Enforcement Unit will meet in the County Commission Boardroom.

- Thursday, February 19, 2026 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

- Thursday, February 19, 2026 – 9:00 a.m. – Special Magistrate of the Code Enforcement Unit will meet in the County Commission Boardroom.

- Thursday, February 19, 2026 – 10:00 a.m. – Affordable Housing Advisory Housing Advisory (AHAC) will meet in Room 413, Fourth Floor, County Administration Building.

- Friday, February 20, 2026 – 9:00 a.m. – Citizens Healthcare Oversight Committee (COC) Retreat will be held at Circle B Bar Reserve, 4399 Winter Lake Road, Lakeland.

- Monday, February 23, 2026 – 5:30 p.m. – Community Relations Advisory Council (CRAC) will meet in Room 413, Fourth Floor, County Administration Building.

- Tuesday, February 24, 2026 – 10:00 a.m. – Holloway Family Trail (Fort Fraser Trail Extension) Ribbon Cutting. Directions to Site: From Lakeland Highlands Road, travel east on Winter Lake Extension Road to Sandlan Golf Drive. The site access is located off Sandlan Road, Lakeland.

- Tuesday, February 24, 2026 – 6:00 p.m. – Ag Center Town Hall Meeting will be held at the WH Stuart Center, 1710 Highway 17 South, Bartow.

• Wednesday, February 25, 2026 – 1:00 p.m. – Conservation Land Acquisition Selection Advisory Committee (CLASAC) will meet in the County Commission Boardroom.

• Wednesday, February 25 – Thursday, February 26, 2026 – Lay of the Land Conference, RP Funding Center, 701 West Lime Street, Lakeland.

• Thursday, February 26, 2026 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

• Thursday, February 26, 2026 – 9:00 a.m. – Tourist Development Council (TDC) Board will meet at Lake Myrtle Sports Complex, 2701 Myrtle Park Road, Auburndale.

• Thursday, February 26, 2026 – 1:30 p.m. – Land Use Hearing Officer will be held in the County Commissioner Board Room.

• Friday, February 27, 2026 – 9:00 a.m. – Board/Staff Agenda Review meeting to discuss the Agenda and any other matters that may come before the Board will be held in the Commissioners' Conference Room, Room 407, Fourth Floor, County Administration Building.

• Monday, March 2, 2026 – 6:00 p.m. – Eloise Community Redevelopment Agency (CRA) Advisory Committee will meet at the Johnny and Freda Brooks Resource Center, 710 Snively Avenue, Eloise.

Agenda Item A.1. 2/17/2026

**SUBJECT**

Employee Recognition

**DESCRIPTION**

Christine A. Irons - Land Development - 30 Years

David W. Harris, Sr. - Roads and Drainage - 25 Years

Timothy L. Bearden - Land Development - 20 Years

**RECOMMENDATION**

Approve

**FISCAL IMPACT**

N/A

**CONTACT INFORMATION**

Amber Smith

Communications Director

ambersmith@polkfl.gov

Agenda Item C.1. 2/17/2026

## SUBJECT

Disbursements.

## DESCRIPTION

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

## RECOMMENDATION

Approve and ratify disbursements.

## FISCAL IMPACT

No fiscal impact.

## CONTACT INFORMATION

Erin Valle

evalle@polkclerkfl.gov

## APPROVE AND RATIFY

| | | | |
|---|---|---|---|
| Payroll Check Numbers | **04407** | **thru** | **04418** |
| In the Amount of | **$18,379.82** | | |
| # of Direct Deposits | **2979** | | |
| In the Amount of | **$4,767,233.24** | | |
| Dated | **February 6, 2026** | | |
| Wire and Electronic Fund Transfers | **$24,779,797.56** | | |
| Dated | **February 3, 2026** | **thru** | **February 16, 2026** |
| Invoice Checks Numbered | **499017** | **thru** | **499924** |
| Totaling | **$16,182,874.82** | | |
| Dated | **February 3, 2026** | **thru** | **February 16, 2026** |

**Request approval of minutes of Regular Board Meeting Held on** **February 3, 2026**

Agenda Item C.2. 2/17/2026

**SUBJECT**

Minutes of Regular Board meeting held on February 3, 2026.

**DESCRIPTION**

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

**RECOMMENDATION**

Approve minutes.

**FISCAL IMPACT**

No fiscal impact.

**CONTACT INFORMATION**

Erin Valle

evalle@polkclerkfl.gov

# Polk County Board of County Commissioners

## Meeting Minutes - Draft

**February 03, 2026 Regular BoCC meeting**

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

## INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

## PLEDGE OF ALLEGIANCE (MARTHA SANTIAGO, CHAIR)

## A. PRESENTATIONS and RECOGNITIONS

## B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. Comments.

**Minutes:** Chair Santiago invited the audience to an event for the 165th anniversary of Polk County. She invited everyone to celebrate with cake after this meeting in the lobby.

There was no one from the public wishing to speak on Agenda Items.

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

C.1. Disbursements.

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| **RESULT:** | **APPROVED** |
| **MOVER:** | Becky Troutman |
| **SECONDER:** | Michael Scott |

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| **AYE:** | Troutman, Wilson, Braswell, Santiago, and Scott |

C.2. Minutes of Regular Board meeting held on January 20, 2026.

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

## D. APPROVE CONSENT AGENDA

D.1. Approve Consent Agenda.

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

## G. COUNTY MANAGER (BILL BEASLEY)

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

**Minutes:** County Manager Bill Beasley discussed the construction contract with AC Schultes of Florida, Inc., for the Northeast Regional Utilities Service Area Alternative Water Supply Receiving Facility supply well project. He recommended approval.

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

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

**Minutes:** County Manager Bill Beasley discussed the construction contract with Stokes Marine, Inc., for the Crystal Lake Park boardwalk project. He recommended approval.

Upon question, Mr. Beasley said the park has been closed for a couple of years. He said in the community the park was popular and used. He said that construction will begin in about 30 days.

Chair Santiago said she is happy to see this back for the neighborhood and for the citizens in that area.

Commissioner Troutman said it is very popular right after school. She said the kids come down from the school.

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

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

**Minutes:** County Manager Bill Beasley discussed Consultant Services Authorization No. 22-084-04 with Consor North America, Inc., providing professional engineering services in connection to the design of the Avon Park Cutoff Rd Bridge No. 164312 replacement project and preparation of construction documents, utility coordination, permitting, and post-design services. He recommended approval.

Roads and Drainage Director Jay Jarvis said part of the design is to look at alternatives, is there a way to build a bypass, or buy right-of-way to put in the replacement bridge. He said it is those types of things whether it is cost feasible or not. He said they will have to decide whether they will close the road down and they have the alternative of doing a time frame in the contract bid with the sooner they are done the more they get paid. He said after they get the design in place they will look at different alternatives.

Mr. Beasley said to let them vet this through the design process and before they proceed with construction they will bring it back to the Board.

Commissioner Wilson said there is no where to turn people off to get from Point A to Point B. He said it is something to look at.

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

G.4. Approve Land Purchase Agreement between Wynona Serenceses and Polk County for the construction of a new government center and CIP amendment and budget transfer. ($5,525,000 one-time expense - $569,500 one-time transfer)

**Minutes:** County Manager Bill Beasley discussed the land purchase agreement between Wynona Serenceses and Polk County for the construction of a new government center, CIP amendment and budget transfer. He recommended approval.

Upon question, Real Estate Services Director Wade Allen said with the design they will look for feedback. He said the use and esthetics will be similar to the Lake Alfred facility. He said there will be a difference with the exterior of the property to

accommodate the Kathleen Government Center.

Mr. Beasley discussed the reasons why this is needed. He said this is the third piece of the puzzle and they have talked about a North Lakeland Government Center for ten years. He said they were able to build and open the Northeast Government Center between Lake Alfred and Haines City; he said that facility has functioned extremely well for the constitutional offices and general county services. He said they envision a model similar to the Northeast Government Center. He said we are currently in an old facility in the downtown area of Lakeland. He said it no longer serves its function and they have a five year lease in that facility. He referred to the map and how convenient these services will be for the citizens. He said the Northeast Government Center brings relief to the county seat and the citizens in that growing area. He said as part of budget appropriations he will be asking the Board for design and engineering money to move to the next phase of the project. He said it sets the tone for the county for over the next fifty years. He said he cannot say enough about the vision that this Board and prior Boards had in doing that. He said the citizens will be appreciative.

Chair Santiago said the northeast center has served that community greatly.

Mr. Allen said the current location was never constructed as a government center. He said this will be constructed and utilized as a government center. He said we have been there for many years under a lease.

Clerk and County Comptroller Stacy Butterfield said they have been talking about the need they have for a court house for services. She said the county is growing and the demand for services have exceeded the functionality of the leased facility in terms of holding court and jury trials. She said the Northeast Government Center serves customers very well and she said the footprint works well. She discussed the need for courtrooms and said it will be used to house another judge.

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

## H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Commissioner Troutman Comments.

**Minutes:** Commissioner Troutman said we survived the Florida blizzard of 2026. She asked for an update on how utilities fared through this.

Utilities Director Tamara Richardson said that the overall system did well. She said all the pipes are at three feet which is below the freeze line. She said there were problems from backflow preventers getting too cold, freezing or it started leaking at the service connection at the meters. She said staff is working 24/7 to respond to the calls and getting those repairs made. She said it was in individual places and it was not system wide.

Mr. Beasley said there were two communities on a boil water notice because of loss of water pressure.

Ms. Richardson said within two weeks they will have reached everyone and the calls are slowing down.

## I. COMMISSIONER DISTRICT 2 (RICK WILSON)

I.1. Commissioner Wilson Comments.

**Minutes:** Commissioner Wilson had no comments.

## J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

J.1. Commissioner Braswell Comments.

**Minutes:** Commissioner Braswell thanked Communications Director Amber Smith for putting together the celebration of Polk. He said this seemed the right time to do it since it is the 250th anniversary of our country. He said he can speak for every farmer in Florida to get this winter over with. He said he has never seen teen temperatures. He said we had 22 degrees for quite a while Sunday night.

## K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Reappoint Skip Alford as Member (Seat 9) of the Polk County Industrial Development Authority, for the three-year term, February 6, 2026, through February 5, 2029.

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

K.2. Commissioner Scott Comments.

**Minutes:** Commissioner Scott said we have lots of resources to respond. He said they did a great job responding to the utilities calls with the resources that we have. He said we are always being conscious of how we spend tax payers dollars and those budgets are key. He said he appreciates Tamara and her whole group. He said the communication efforts were great on FaceBook and other social platforms.

## L. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO, CHAIR)

L.1. Chair Santiago Comments.

**Minutes:** Chair Santiago said thank you for a job well done with the county and the temperatures. She said she did not know what to expect and her only experience was with a hurricane and everybody had to be ready to deal with the issues. She said she felt sorry for the farmers and she prayed about the whole situation. She said she is glad we fared the cold temperatures.

## M. LAY BOARD APPOINTMENTS

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

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

## O. PUBLIC HEARINGS

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

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

**Minutes:** Amy Gregory, Traffic Manager, reviewed the proposed request for the installation of six traffic calming devices on Hancock Road, near Kathleen. She said that this met the required favorable responses and non-votes. She recommended approval.

The Chair opened a public hearing.

Jeff Shenefield said he has lived here for seven years. He said last fall a child was nearly hit while waiting at the bus stop. He asked for this to be approved. He showed where the bus stop is located.

George Stephen Black said he has been a resident for 46 years. He said this is a county maintained road not built to county maintained standards. He said this is used as a short cut off of Old Dade City Road. He discussed speeding and said he hopes the speed humps will help control those using this as a short cut.

The Chair closed the public hearing.

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

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

**Minutes:** Scott Lowery, Real Estate Services, discussed the proposed vacation request for a portion of deeded, right-of-way for Johnson Road and for the Board to accept a Drainage Easement from Barbara Jean Monday. He said that staff

recommends approval.

The Chair opened a public hearing.

Helen B. Gainey said she has lived at her property for 54 years. She said they object to this and it is a county maintained road. She said they all gave 25 feet. She said they do not want drainage to be disturbed and they do not want to be flooded out. She said the drainage has not been kept clean. She asked that this be delayed to see if there is a right-of-way for drainage.

Mr. Lowery said this extends this further south and connects to the ditch. He stated this is an improvement to the ditch.

Roads and Drainage Director Jay Jarvis said they have met with Real Estate Services about this and discussed the drainage. He said their intent is to clean the drainage system and tie into the existing outfall system. He said maintenance would then be as needed. He said it can be completed before hurricane season.

Commissioner Braswell said this will be the first time the water will have some place to go. He said it is going to go down with the extension.

Mark Hundhausen said his concern is Johnson Road would get cutoff from the creek. He said Mr. Allen has assured him that they would be able to reconnect and keep the water going that way.

Hector Santiago thanked the Board for the opportunity to speak but they have done everything.

The Chair closed the public hearing.

Mr. Allen said there is a house being constructed and they also objected. He said they have an easement that runs them to Berkeley Road. He said what gets constructed will have to go through Land Development, engineering and SWFWMD. He said this is a one-lane road, the drainage ditch is on the east side of the road, and the driveways have culverts. He said on the west side of the road there is no drainage and the culverts are very far up, and most of the properties down to the south do not have culverts and there is not a ditch line it is a swale type of situation. He said they will have to do a cross drain at some point in time.

Mr. Santiago said there is a house being built on Johnson Road. He said the safest access to that house is on Johnson Road and he asked where is the safest way to go.

Mr. Lowery said Johnson Road is not a county road and they would not be able to connect to this.

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

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

**Minutes:** Scott Lowery, Real Estate Services, reviewed the proposed vacation request. He said there are no objections to the proposed vacation. He said that staff recommends approval.

Upon question, Mr. Lowery said staff does not see this as a negative impact. He said that the petitioner had volunteered to remove the fill to mitigate that impact. He said neighbors were not notified because it is not adjacent to other properties. He said it is on the other side of the ditch.

The Chair opened a public hearing; no one spoke.

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

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

P.1. Comments.

**Minutes:** Kay Bourque said the pictures they will see today are from Polk. She discussed animals being rescued and the different methods people help to rescue animals. She thanked all the people helping the animals.

Debbie Hicks discussed the cold weather and said that the animal shelter is concrete. She discussed the floors being hosed off and the beds getting wet. She said the facility needs to be redone. She discussed growth and said to set the tone for a good animal control. She said there are different things an advisory committee can do. She said we need to stop the process of having so many animals.

Commissioner Troutman said there are insulation panels over the vents. She said despite what many people post on social media there is heat in that building.

Jhoanna Mukai Allende discussed the things that she does and said that she supports small businesses and the community. She asked for participation in animal welfare. She urged them to make themselves aware and said more people are demanding change. She said we need the Board's advocation. She said animal welfare is stuck and said they are asking for progress.

Meeting adjourned at 10:09 a.m.

Agenda Item D.1. 2/17/2026

**SUBJECT**

Approve Consent Agenda.

**DESCRIPTION**

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

**RECOMMENDATION**

Approve Consent Agenda.

**FISCAL IMPACT**

No fiscal impact.

**CONTACT INFORMATION**

Erin Valle

evalle@polkclerkfl.gov

Agenda Item G.1. 2/17/2026

## SUBJECT

Approve Consultant Services Authorization 2024-019-05 with Wright-Pierce, Inc. for Lift Station 302 Replacement Project ($593,097.00 not-to-exceed, one-time expense)

## DESCRIPTION

The County provides wastewater services to the Northeast Regional Utility Service Area (NERUSA). In a separate task authorization, Wright-Pierce, Inc. (Consultant) studied NERUSA Lift Station 302 (LS 302) to determine potential improvements and developed three conceptual layout options for this site. The study's resultant Technical Memorandum (TM) addressed fats, oils, and grease/scum accumulation, access, wet well isolation, and improved maintenance and bypass pumping operations at LS 302. LS 302 is a master re-pump station located on CR 54. Replacement of the station will help ensure that PCU can provide efficient and reliable service through the station.

This Consultant Services Authorization includes project management, support services, preliminary/final design, permitting, pricing, and construction phase services in support of the project. The County has requested that the Consultant provide these services in support of the project.

## RECOMMENDATION

Request Board approve Consultant Services Authorization 2024-019-05 with Wright-Pierce, Inc. for Lift Station 302 Replacement Project at a cost not-to-exceed $593,097.00.

## FISCAL IMPACT

Operating funds in the amount of $593,097.00 are budgeted and available in the Utilities five-year R&R CIP Wastewater Projects budget.

## CONTACT INFORMATION

Hunter Johnson, PE
Utilities Division
Utilities CIP Projects Manager
(863) 344-9959

# Consultant Services Authorization

| | |
|---|---|
| Firm | Wright-Pierce, Inc. |
| Master Agreement No. | 2024-019 |
| CSA No. | 2024-019-05 |
| Project Name | Lift Station 302 Replacement |
| Project Description | Consultant will provide project management, support, preliminary and final design, pricing, and construction administration services. |
| Projects Exhibits and Attachments | Exhibit "A"- Scope of Services<br>Exhibit "B"-Fee Schedule (Master Agreement)<br>Exhibit "C"-Reimbursable Cost Schedule (if applicable)<br>Exhibit "D"-Insurance Documents |
| Duration (in days) | This authorization shall be in full force and effect until the Consultant completes all services as identified in Exhibit "A". |
| Compensation | $ 593,097.00 |
| Special Contract Conditions | NA |
| Insurance Requirements | Professional Liability |
| Liquidated Damages | $ 0.00 Per Day |
| Budget Source/Availability | 42011.680536034.5666000.6827000 (R&R CIP Wastewater Projects) |

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

**Attest:**
STACY M. BUTTERFIELD

By: _____
Deputy Clerk

Date Approved by Board: _____

POLK COUNTY, a Political subdivision of the State of Florida

By: _____
Chairman
Board of County Commissioners

Review as to form and legal sufficiency

_____
County Attorney's Office Date

---

**Attest:**

_____
Corporate Secretary

**SEAL**

Date: 12/08/2025

DANIELLE SAMYRA LARARIVERA
Notary Public - State of Florida
Commission # HH 669736
My Comm. Expires Apr 27, 2029
Bonded through National Notary Assn.

WRIGHT-PIERCE, INC.
CONSULTANT COMPANY NAME

_____
Authorized Corporate Officer

Steven C. Hallowell, Senior Vice President
[Printed Name and Title]

Date: 12/08/2025

Rev: 8/18/15

# Exhibit A
# Consultant Services Authorization
## 24-019-05
## Lift Station 302 Replacement

Wright-Pierce, Inc. (Consultant), entered into a Master Consulting Agreement (Agreement) with Polk County, Florida (County) on January 9, 2024. Pursuant to this Agreement, the County has requested that the Consultant provide certain professional services in support of the Lift Station (LS) 302 Replacement (Project) as further detailed in this Consultant Services Authorization.

## A. Project Background and Description

In May 2025, the Consultant submitted a Technical Memorandum (TM) to the County which presented three conceptual layouts for improvements at LS 302. The layouts addressed fats, oils, and grease (FOG) / scum accumulation, improved access, wet well isolation, and improved maintenance and bypass pumping operations. In addition, PCU requested that the evaluation and layout include accommodation for a future emergency standby diesel pump and a bypass connection.

The recommended layout from the TM (Option 2) is shown in Figure 1, and includes the following items:

- Dual-compartment wet well with slide gates
- Master manhole (one to each compartment) and force main transition manhole
- Pumps, controls and electrical appurtenances
- Electrical building
- Emergency generator
- Backup diesel pump
- Odor control system
- Force main extension to new LS 302
- Decommissioning of the adjacent LS 321 and new gravity system to new LS 302
- Demolition of existing LS 302

Based on the recommended layout presented in the TM, the County has requested that the Consultant provide final design, permitting, construction documents, Contractor collaboration and construction phase services for the Project.

Rather than advertising the project for bid, the County will negotiate with one of its Contractors with a Master Agreement for Utilities Construction Services to construct the project under the Master Agreement for Utilities Construction Services (RFP 24-246). It is assumed the County will select a Contractor during the 30% design phase.

## B. Scope of Services

Upon authorization to proceed from the County, the Consultant will provide the following identified services. The Consultant shall ensure that all design and construction documents produced by the Consultant or their subconsultants for the County will be consistent with the Polk County Utilities Standards and Specifications Manual, latest edition, and other County requirements. This authorization shall be in full force and effect until the Consultant completes all services as described in the Consultant Services Authorization 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 the meetings identified below with the County. The Consultant will also attend up to two collaborative meetings with the County and the Contractor to review constructability. The Consultant will prepare meeting agendas and meeting minutes. Meeting minutes shall be distributed within three working days of the date of the meeting.

- Design kickoff
- Operating Conditions and Control Strategy TM review
- 30% Basis of Design Memo review
- 60% design review
- 90% design review
- Design collaboration and constructability review with County and Contractor (2 meetings)

The two collaboration meetings with the County's Contractor are included for constructability review and project alignment. It is assumed the first meeting will occur prior to the start of the 60% design and the second meeting will be held during the 90% design phase.

## Phase 200 – Support Services

### Task 201 – Subsurface Utility Engineering

Subsurface Utility Engineers (SUE) services will be provided in accordance with the scope of services set forth in the October 6, 2025, proposal prepared by ECHO UES, Inc. (refer to Attachment A-3).

### Task 202 – Land Surveying Services

Land surveying services will be provided in accordance with the scope of services set forth in the October 6, 2025 proposal prepared by ECHO UES, Inc. (refer to Attachment A-3).

### Task 203 – Wetland Assessment / Delineation Services

Not included in this scope of services.

### Task 204 – Threatened and Endangered Species

Not included in this scope of services.

### Task 205 – Geotechnical Testing and Engineering

Geotechnical investigation services will be provided in accordance with the scope of services set forth in the October 8, 2025 proposal prepared by Nadic Engineering Services, Inc. (refer to Attachment A-4).

## Phase 300 – Preliminary Design

### Task 301 – Data Collection

The Consultant will review available background information provided by the County including:

- Existing and projected design flows and pressures for the LS
- PCU Geographic Information System (GIS) data including shapefiles of the wastewater system, parcels, right-of-way, and easements as available.
- Pump shop drawings, operations and maintenance (O&M) manuals, pump model numbers and pump curves for pumps at LS 302 and LS 321.
- Other LS equipment shop drawings and O&M manuals.

- LS 302 and 321 record drawings.
- Historical pump starts, run time, flow meter and discharge pressure data for LS 302.
- Property ownership documentation.
- Existing stormwater permits.
- Permanent standby diesel pump specifications.
- SCADA standards
- Odor control studies and standards
- Other reports, data, documents, etc that may be related and pertinent to the Project.

The Consultant will prepare a list of data and information to be provided by the County prior to the Kickoff Meeting for discussion.

### Task 302 – Establish Proposed LS 302 Operating Conditions

As documented in the LS 302 Alternatives Evaluation TM, the peak current and future design capacities for LS 302 are 4,500 gpm and 5,000 gpm, respectively. The future capacity was projected by the 2022 Northeast Regional Utility Service Area (NERUSA) Wastewater Master Plan and provided by PCU during the LS 302 Evaluation. However, the total head conditions for the proposed pumps need to be determined.

Under this task, the Consultant will perform drawdown testing at the existing LS 302 and use the test results to validate the County's existing hydraulic model. The validation effort will include comparison of in-situ pump operating conditions to modeled results and minor adjustment of model parameters to achieve reasonable agreement. Once validated, the hydraulic model will be used to establish the proposed LS 302 operating conditions and to develop station and system head curves representing both current and future conditions.

The current and future design capacities associated with these operating conditions will remain 4,500 gpm and 5,000 gpm, respectively. This scope assumes the model validation effort will confirm that the model is suitable for determining the proposed LS 302 operating conditions. If the validation results indicate that additional calibration is required, the Consultant will notify the County and coordinate on how to proceed.

**Site Visit and Drawdown Testing**

The Consultant's Project Manager, Lead Project Engineer, Electrical Engineer and other staff as required will complete one site visit to LS 302 and LS 321 with PCU staff for the following purposes:

- Take photos, field measurements, and document equipment and material types and sizes of mechanical, electrical, and I&C components;
- Observe physical condition of structures and equipment for potential reuse, specifically the existing generator, electrical building and pumps.
- Perform drawdown testing at the existing LS 302 to confirm the in-situ operating conditions of the installed pumps as described in the paragraphs below.

PCU's project manager and lift station O&M staff member(s) will also attend and assist at the site visit and drawdown testing.

Pre-Drawdown Test Preparations

Prior to drawdown testing, the County will:

- Verify that a functioning valved 3/4-inch NPT pressure test port is installed within the LS 302 piping downstream of the check valves. If one is not available, the County will install the necessary test port prior to field testing.

Prior to drawdown testing, the Consultant will:

- Develop a drawdown testing spreadsheet and input applicable station geometry, pump curve data, and test parameters to support in-field performance calculations.
- Verify that the Consultant's calibrated pressure gauge is rated for the anticipated maximum discharge pressures.

General Drawdown Testing Procedures

Drawdown testing will be conducted jointly by the Consultant and County operations staff. In general, the County will provide site access and operate all equipment, while the Consultant will oversee the testing, record measurements, and evaluate in-situ pump performance.

LS 302 currently includes three pumps; however, it is possible that not all pumps will be in service during testing. Each in-service pump will be tested individually, and up to two additional tests may be performed with two pumps operating simultaneously. All pumps are expected to be tested at full speed unless otherwise directed by the County.

Each test will include the following steps:

1. With all pumps off, allow the wet well to fill for a duration determined by the Consultant.
2. Record the static discharge pressure immediately before starting the pump(s). If pressure oscillation occurs at LS 302, record both the range and average pressure.
3. Operate the pump(s) to draw down the wet well over a duration determined by the Consultant.
4. Observe discharge pressure continuously during pumping and manually record the discharge pressure once steady-state conditions are reached. If pressure oscillation occurs, record both the range and average steady-state pressure.
5. Record the rotational speed (rpm, VFD frequency, or percent full speed) displayed on the local HMI when the discharge pressure is recorded. While this step is primarily intended for reduced-speed testing, rotational speed should be recorded whenever available in case pumps do not achieve rated full speed.
6. Using wet-well geometry and the change in water depth, calculate:
    - Fill rate (average inflow rate to the wet well)
    - Drawdown rate (net outflow rate)
    - Pumping rate (sum of fill and drawdown rates)

Within one week of completing the testing, the County will provide the following SCADA data to the Consultant in one-minute intervals for the test day:

- LS 302 discharge flows recorded by the downstream force-main flow meter located approximately 350 feet west of LS 302 (dedicated to LS 302).
- NERUSA Wastewater Treatment Facility (WWTF) influent flows.
- Available pump run-status, run-time, and flow data for other lift stations discharging into the common force main.

The Consultant will perform a quality-control review of all field data and use the data to validate the model.

**Wastewater Hydraulic Modeling**

Hydraulic Model Validation

Using the SCADA data and drawdown test results, the Consultant will replicate the drawdown testing conditions in the model. For this effort, the Consultant will create steady-state scenarios derived from the 2025_with_CIPs EPS scenario. The steady-state scenarios will represent the drawdown test conditions and the operating status of lift stations discharging into the common force main during testing.

Minor adjustments to model parameters may be made to improve agreement between the modeled simulated results and field test results. It is anticipated that reasonable agreement will be achieved without the need for additional field investigations or detailed calibration. Should further effort appear warranted, the Consultant will immediately notify the County.

If the hydraulic model contains simplified representations of existing lift stations, omits some lift stations, or is otherwise configured such that the planned approach cannot be implemented without updating the model, the Consultant may use an alternate modeling approach it deems suitable. In such case, the Consultant may introduce nodal inflows at existing lift station locations or at connection points to the common force main to approximate the flows occurring during testing. The approach will be based on professional judgment and consideration of available SCADA data, model data, and drawdown results, with the intent of providing a practical and reliable analysis appropriate for this phase of work. If an alternate approach is needed, the Consultant will recommend one to the County for approval. Once approved via email, the Consultant will proceed with the modeling effort.

Necessary tables and/or figures comparing simulated results to observed data will be prepared. It is anticipated that reasonable agreement will be achieved, indicating the model is suitable for use in determining future LS 302 operating conditions. The Consultant will immediately notify the County if reasonable agreement is not achieved and will coordinate on next steps before performing any additional work. This scope assumes that reasonable agreement will be achieved.

Development of Station and System Curves

Following completion of the validation effort, the Consultant will perform modeling to develop station curves for the proposed LS 302. Station curves will define the relationship between energy-grade-line elevation and flow rate at the point where flows from the proposed pumps converge into the common force main at the proposed LS 302 site.

The following three station curves will be developed:

- Current Low-Head Station Curve: Only LS 302 discharging into the common force main (all other contributing lift stations set to OFF).
- Current High-Head Station Curve: Representative of peak-flow conditions in the 2025_with_CIPs EPS scenario.
- Future High-Head Station Curve: Representative of peak-flow conditions in the 2035_with_CIPs EPS scenario.

Based on the modeled station curves and the proposed LS 302 layout, the Consultant will then generate system curves for the individual pumps in Excel. The Excel tool will be structured to allow efficient updates as the design progresses and will maintain consistency with model results. The Consultant will use the developed curves to:

- Establish the design total head for the pumps at the future design capacity of 5,000 gpm. For this, the Future High-Head Station Curve will be used.
- Finalize the number and size of proposed variable-speed pumps and define the range of capacity and total-head conditions (i.e., the operating envelope) under which they may need to operate. Solicitate and validate pump selections from up to two County approved pump manufacturers for recommended design conditions. Recommendations for future impeller upsizing may be provided if appropriate.
- Develop a preliminary pump control strategy that defines proper sequencing and overlap of variable-speed operating ranges to ensure continuous hydraulic coverage without performance gaps, maintain all pumps within acceptable operating ranges (preferably within their best efficiency range), and include a periodic operating scheme to minimize surface stagnation.

The Consultant will use the future high-head scenario within the model with the proposed pump selection to evaluate impacts to the collection system downstream of LS 302. The Consultant

will identify and summarize with tables the original and revised operating conditions of downstream lift stations found to be negatively impacted. The scope of services can be modified should the County request the Consultant to develop improvements for those stations through additional modeling scenarios.

The Consultant will prepare and submit a Proposed LS 302 Operating Conditions and Control Strategy TM summarizing the drawdown testing, modeling methodology, system curves, and operating recommendations. The draft TM will be submitted to the County for review and comment. Following the draft TM Review Meeting, the Consultant will incorporate the County's comments and issue the final TM. The Draft and Final Proposed LS 302 Operating Conditions and Control Strategy TM will consist of three hard copies and one (1) electronic copy in Portable Document Format.

### Task 303 – Basis of Design Memorandum

The Consultant will prepare and submit a basis of design consisting of the following:

- Draft and Final Basis of Design Memorandum (BODM) consisting of three (3) hard copies and one (1) electronic copy in Portable Document Format.

As part of this task, the Consultant will establish the LS 302 and LS 321 decommissioning and overall project sequencing requirements; confirm the design flow range for the new LS, LS 302 wet well size, size of pumps and motors, piping, and electrical service; size new pipelines; and develop the site layout for the new LS.

The BODM will confirm the following items for the new LS 302:

- Range of design flows, pressures, proposed pumps and operating conditions per the LS 302 Operating Conditions and Control Strategy TM
- Wet well size and depth
- Manhole and pipe sizes and depths
- Standby diesel pump size
- Size (KW) of emergency generator
- Electrical service requirements
- Permits required for the new LS
- Decommissioning of lift stations (321 and 302) and start up sequencing of new LS
- Construction sequencing

The BODM will also determine the following items:

- Potential reuse of the emergency generator, electrical building, and submersible pumps
- Other improvements required for the Project including appropriate odor control system technology
- Electrical service for the new LS.
- Site layout shown in the following figures (11"x17"):
    - One CAD figure presenting the overall new LS site plan.
    - One CAD figure electrical single line diagram.
- Preliminary construction sequencing requirements.
- Preliminary Engineer's Opinion of Probable Construction Cost (OPCC) (Class 3 cost estimate as established by the American Association of Cost Engineers).
- Preliminary drawing list.
- Preliminary list of supplemental technical specifications for items not covered in the Polk County Utilities Standards and Specifications Manual (USSM).

The Consultant will develop a draft and final version of the BODM. The draft BODM including figures will be submitted to the County for review and comment. Following the draft BODM Review Meeting, the Consultant will incorporate the County's comments and issue the final BODM.

## Phase 400 – Final Design Documents

### Task 401 – 60% Design Documents

The Consultant will prepare and submit 60% design documents consisting of the following:

- Design drawings consisting of three (3) half-size sets of drawings to scale and one (1) electronic copy in Portable Document Format;
- Technical specifications consisting of three (3) bound copies and one (1) electronic copy in Portable Document Format;
- One (1) copy of a preliminary Engineer's Opinion of Probable Construction Cost.

The 60% drawings will identify and quantify all permanent and temporary easements that will be required to support construction, operation, and maintenance of the improvements. Additionally, the Consultant shall clearly list any variations from the Utilities Standards and Specifications Manual and the rationale for each variation.

A preliminary list of drawings is provided in Attachment A-5.

### Task 402 – 90% Design Documents

The Consultant will prepare and submit 90% design documents consisting of the following:

- One (1) copy of a tabular summary of the Consultant's responses to comments provided by the County for the 60% design submittal;
- Design drawings consisting of three (3) half-size sets of drawings to scale and one (1) electronic copy in Portable Document Format;
- Technical specifications consisting of three (3) bound copies and one (1) electronic copy in Portable Document Format. The technical specifications shall include Division 1.
- One (1) copy of an updated Engineer's Opinion of Probable Construction Cost. If there is more than 25% variance in the Engineer's Opinion of Probable Construction Cost from the 60% design, the Consultant shall provide the rationale for the difference in cost.

The Consultant shall clearly list any variations from the Utilities Standards and Specifications Manual and documentation that the variations have been accepted by the County.

## Phase 500 – Permitting Services

This phase consists of the preparation and submittal of the forms and documents that are required for obtaining regulatory and construction permits / approvals for the Project. In each task below, response to agency questions and comments is limited to two (2) sets of review questions and comments from each agency for each permit. This limit does not include responses to agency questions / comments resulting from errors and / or omissions of the Consultant in preparing and submitting requisite application documents. Permit application fees will be paid by the County.

### Task 501 – Florida Department of Environmental Protection (FDEP) Wastewater Collection / Transmission Permit Application

- Prepare and submit FDEP Application For Constructing A Domestic Wastewater Collection/Transmission System (including all required forms and supporting documentation). A pre-application meeting is not needed for this permit.

### Task 502 – Environmental Resource Permit Application

- Environmental Resource Permit - stormwater, jurisdiction wetlands / waters of the State, sovereign submerged lands, etc. (FDEP or Southwest Florida Water Management District).

### Task 503 – Right of Way Utilization Permit Application

- Right of Way Utilization Permit (Polk County Roads & Drainage)

The scope for each required permit shall include the following services:

- Attend one pre-application meeting for the Environmental Resource Permit Application (if required). A pre-application meeting is not needed for the Domestic Wastewater Collection / Transmission System Construction Permit or the Right of Way Utilization Permit.
- Prepare and submit permit application (including all required forms and supporting documentation).
- Prepare and submit responses to Requests for Additional Information. This effort is limited to two (2) sets of review questions / comments unless otherwise required to address errors and / or omissions of the Consultant in preparing and submitting requisite application documents.

## Phase 600 – Pricing Phase Services

Rather than advertising the project for bid, the County will obtain a proposal from one of its existing Contractors under the Master Agreement for Utilities Construction Services (RFP 24-246). For the purpose of this Consultant Services Authorization, it is assumed that the County will enter into one contract for construction of the Project. The County shall be responsible for preparation of Procurement and Contracting Requirements, and distribution of the Construction documents, including all costs associated therewith.

### Task 601 – Construction Documents

The Consultant shall prepare and submit the following documents to the County for Contractor pricing:

- One (1) signed and sealed full-size set of 100% drawings to scale and one (1) half-size set of construction plans to scale;

- One (1) signed and sealed copy of technical specifications;
- Schedule of Values and Pricing Sheet (electronic only) if required;
- Scope of Work if required;
- Supplementary and Special Conditions if required (electronic only);
- Engineer's Opinion of Probable Construction Cost;
- An electronic copy of the construction documents in Portable Document Format (electronically signed and sealed).

### Task 602 – Pre-bid Meeting

Not included in this scope of services.

### Task 603 – Bid Addenda

Not included in this scope of services.

### Task 604 – Bid Recommendation

Not included in this scope of services.

### Task 605 – Pre-Award Phase (BVP projects only)

Not included in this scope of services.

## Phase 700 – Construction Administration Services

These services will be performed during construction of the Project. For the purpose of this Consultant Services Authorization it is assumed that the construction duration will not exceed 18 months.

### Task 701 – Pre-Construction Meeting

The Consultant shall attend one pre-construction meeting and prepare a meeting agenda and meeting summary (unless meeting agenda / minutes are included in Contractor's scope).

### Task 702 – Preliminary Matters and Contract Documents

The Consultant shall provide three (3) sets of 22" x 34" final construction drawings to scale and three (3) sets of technical specifications for distribution to the County and the Contractor. Additionally, the Consultant shall also submit one (1) electronically signed and sealed set of all final drawings and technical specifications. The final construction drawings and technical

specifications shall incorporate changes and clarifications to the documents during the Contractor's proposal phase.

The Consultant shall review and approve the preliminary schedule of shop drawings and submittals, the preliminary schedule of values, and the construction schedule for the Project. The Consultant shall provide written interpretations and clarifications of the Contract Documents as requested by the Contractor and determine the acceptability of work. The Consultant will render in writing their opinions concerning the Contractor's requests for formal decisions on claims and disputes. The Consultant will disapprove or reject work which is defective and / or require special inspection or testing as may be deemed necessary to assess conformance with the Contract Documents.

### Task 703 – Shop Drawing Review

Review Contractor's shop drawings and other submittals for general conformance with the Contract Documents. It is assumed that up to 40 shop drawing submittals and resubmittals will be reviewed. As part of this task, the Consultant will maintain a Shop Drawing Review Log. The Consultant will also coordinate with the County to incorporate County review comments into the submittal review process and distribute the shop drawing review comments to the Contractor.

### Task 704 – Construction Progress Meetings

Attend up to 16 construction progress meetings and prepare a meeting agenda and meeting summary (unless meeting agenda / minutes are included in Contractor's scope).

### Task 705 – Construction Site Visits

The Consultant's Engineer of Record, or designated representative, will visit the site at intervals deemed appropriate by the Consultant to review the construction of the Project for general conformance with Contract Documents. The Engineer of Record or designated representative will conduct up to 32 visits (not including substantial and final completion) including start up testing of major equipment for an average of two visits per month during the construction of the Project. While some site visits will coincide with construction progress meetings, additional visits will be conducted independently to meet the required frequency.

### Task 706 – Applications for Payment

The Consultant will review applications for payment submitted by the Contractor, including updated progress schedules, and will indicate in writing to the County a recommendation of

payment or return the application to the Contractor specifying in writing the reasons for not recommending payment. This task assumes up to 18 applications for payment with supporting documentation will be submitted by the Contractor for review.

The Consultant's recommendation of payment will constitute a representation by the Consultant to the County that:

- The work has progressed to the point indicated;
- The quality of the work is generally in accordance with the Contract Documents; and
- The conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled based on the Consultant's site observations.

In the event that the work has not progressed in accordance with the approved construction schedule, the Consultant will request that the Contractor submit a schedule recovery plan indicating corrective actions necessary to put the work back on schedule. The Consultant shall submit the Contractor's application for payment to the County within five working days of receipt of the same.

### Task 707 – Requests for Information

Review Requests for Information submitted by the Contractor and provide written responses to the Contractor. The Consultant shall maintain a Requests for Information log for the Project. As part of this task, the Consultant will coordinate with the County to incorporate County reviews and review comments into the RFI review process for distribution to the Contractor. It has been assumed that responses will be provided for up to ten (10) RFIs.

### Task 708 – Change Orders

The Consultant will review requests from the Contractor for changes in contract price or contract time and provide written comments to the Contractor and the County. If acceptable, the Consultant will prepare a written change order request consistent with the Contractor's Master Construction Services Agreement to be submitted to the County for approval. This task potentially includes the review of applicable Allowance Authorization Releases and Contingency Releases. It has been assumed that for this task that up to three (3) Change Order requests may be submitted. The Consultant shall maintain a Change Order Review Log.

### Task 709 – Substantial Completion

Upon written notification and receipt of a list of items to be completed / corrected from the Contractor, the Consultant will visit the site to determine if the work or a designated portion thereof is substantially complete. For the purpose of this task, the Consultant assumes that two (2) substantial completion site visits will be required. When the work (or a portion thereof) is deemed to be substantially complete, the Consultant will prepare a Certificate of Substantial Completion that establishes the date of Substantial Completion. The Certificate of Substantial Completion shall be accompanied by a punch list of items to be completed / corrected.

### Task 710 – Project Close-Out

Upon written notification from the Contractor that the entire work is complete, the Consultant will visit the site to determine if the work is complete as required by the Contract Documents. For this task, the Consultant assumes that one final completion site visit will be required. When the work is deemed to be complete by the Consultant and the County, the Consultant will review the Contractor's final application for payment and accompanying documentation and provide a written recommendation of payment to the County. The Consultant will also give written notice to the County and the Contractor that the work is acceptable subject to the appropriate provisions referenced herein and within the Contractor's approval documents and contract.

The Consultant will review the Contractor's as-built drawings for completeness and compliance with County requirements. This effort shall include the preparation of written comments for submission to the Contractor based on the Consultant's review of the as-built drawings. The Consultant will prepare record drawings based on the Contractor's as-built data in accordance with the Utilities Standards and Specifications Manual. One (1) complete 24" x 36" set of draft record drawings shall be submitted for review by the County. The Consultant will incorporate all comments from the draft review, then submit signed and sealed electronic sets (Portable Document Format and AutoCAD) and one (1) signed and sealed 24" x 36" hard copy set of the record drawings to the County within 30 days of the receipt of the Contractor's final as-built drawings.

The Consultant shall prepare and submit a "Request for Approval to Place a Domestic Wastewater Collection / Transmission System into Operation" (Form 62-604.300(8)(b)) to the Florida Department of Environmental Protection.

## Phase 800 – Resident Project Representative Services

Not included in the scope of services.

## 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 |
| 201-204 | Support Services | Three (3) hard copies of reports / drawings (signed / sealed for survey documents); one (1) electronic copy (Portable Document Format and / or AutoCAD) |
| 302 | Proposed Operating Conditions and Control Strategy TM | Three (3) hard copies and one (1) electronic copy |
| 303 | Basis of Design Memo | Three (3) hard copies and one (1) electronic copy |
| 401-402 | Final Design Documents | Three (3) 11" x 17" design drawings; three (3) copies of technical specifications; one (1) electronic copy of each; and one (1) hard copy of the Engineers Opinion of Probable Construction Cost |
| 501 | Permitting | Permit applications and supporting documentation |
| 601 | Construction Documents | One (1) 24" x 36" signed / sealed and one (1) 11" x 17" construction plans; one (1) set of technical specifications (signed / sealed); Schedule of Values; Scope of Work; Supplementary and Special Conditions; Engineers Opinion of Probable Construction Cost; one (1) electronic copy of all docs in Portable Document Format |

| Task | Activity | Deliverable |
|---|---|---|
| 701 | Pre-Construction Meeting | Meeting agenda and minutes |
| 702 | Contract Documents | Three (3) sets of 22" x 34" final construction drawings and technical specifications; written interpretations, clarifications, opinions |
| 704 | Progress Meetings | Meeting agenda and minutes |
| 706 | Pay Applications | Written comments on payment applications, as applicable |
| 707 | Requests for Information | Written responses to Contractor's Requests For Information |
| 708 | Change Orders | Written comments on (as applicable) Change Orders, Allowance Authorization Releases, and Contingency Releases consistent with Contractor's approval documents and contract. |
| 709 | Substantial Completion | Certificate of Substantial Completion (with punch list) |
| 710 | Project Close-Out | Certificate of Final Completion; one (1) signed / sealed set (22" x 34") record drawings and two (2) electronic sets (Portable Document Format and AutoCAD); construction completion certifications (as required) |

## 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 Consultant Services Authorization establishes a not-to-exceed cost of $593,097.00. Compensation for the services performed under this Consultant Services Authorization shall be on an hourly, not-to-exceed basis using the current hourly rate schedule as set forth in Master Consulting Agreement 2024-019. Other direct costs or expenses incurred in connection with this Consultant Services Authorization will not be invoiced as these expenses have been accounted for in the rate multiplier associated with the Master Consulting Agreement referenced above. A summary of the estimated labor costs 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 Consultant Services Authorization includes contingency funds in the amount of $25,000. The contingency funds authorized for use on this Consultant Services Authorization 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 Consultant Services Authorization number, purchase order number, and the Polk County Utilities Project and Records Room numbers on the invoice.

The Consultant agrees that, in the event that design errors and / or omissions are discovered during construction, all services rendered by the Consultant to correct said design errors and / or omissions will be considered out-of-scope services and shall not be invoiced to the County.

## F. County's Responsibilities

The County will provide the following information to the Consultant and / or perform the following services related to the Project:

1. Provide design data (shop drawings, serial numbers, or other) for the existing lift stations and connected piping.
2. Provide site access to LS 302 and LS 321.
3. Install pressure gauge test ports and provide operations staff during LS 321 drawdown testing.
4. Provide use of existing flow meter for drawdown testing.
5. Provide the requested SCADA data within one week of completing the drawdown testing.
6. Provide the design criteria for the lift station, specifically, the average daily and peak hourly flow and pressure the County desires for Consultant to design the new lift station.
7. Provide record drawings and GIS shapefiles of utilities (water, wastewater, reclaimed water and stormwater) installed along Ronald Reagan Parkway and Affirmed Way in the vicinity of LS 302 and LS 321.
8. Review submittals and meet to discuss comments with the Consultant within two weeks of submission.
9. Payment of permitting fees.
10. Select a Contractor to construct the project.
11. Provide a construction site representative

## G. Services Not Included

The following services are not included in the Scope of Services for the Project:

1. SRF funding activities
2. Wetlands delineation and threatened and endangered species identification
3. Maintenance of Traffic (MOT) plans (Consultant will require the Contractor to submit an MOT plan for review prior to construction)
4. Bypass pumping plans
5. Building permit (the Contractor will be required to obtain any applicable building permits)
6. Permitting services are limited specifically to those listed in this Scope of Services.
7. Permitting fees
8. Full time construction inspection services
9. Preparation of O&M manuals
10. Operator training

## H. Assumptions

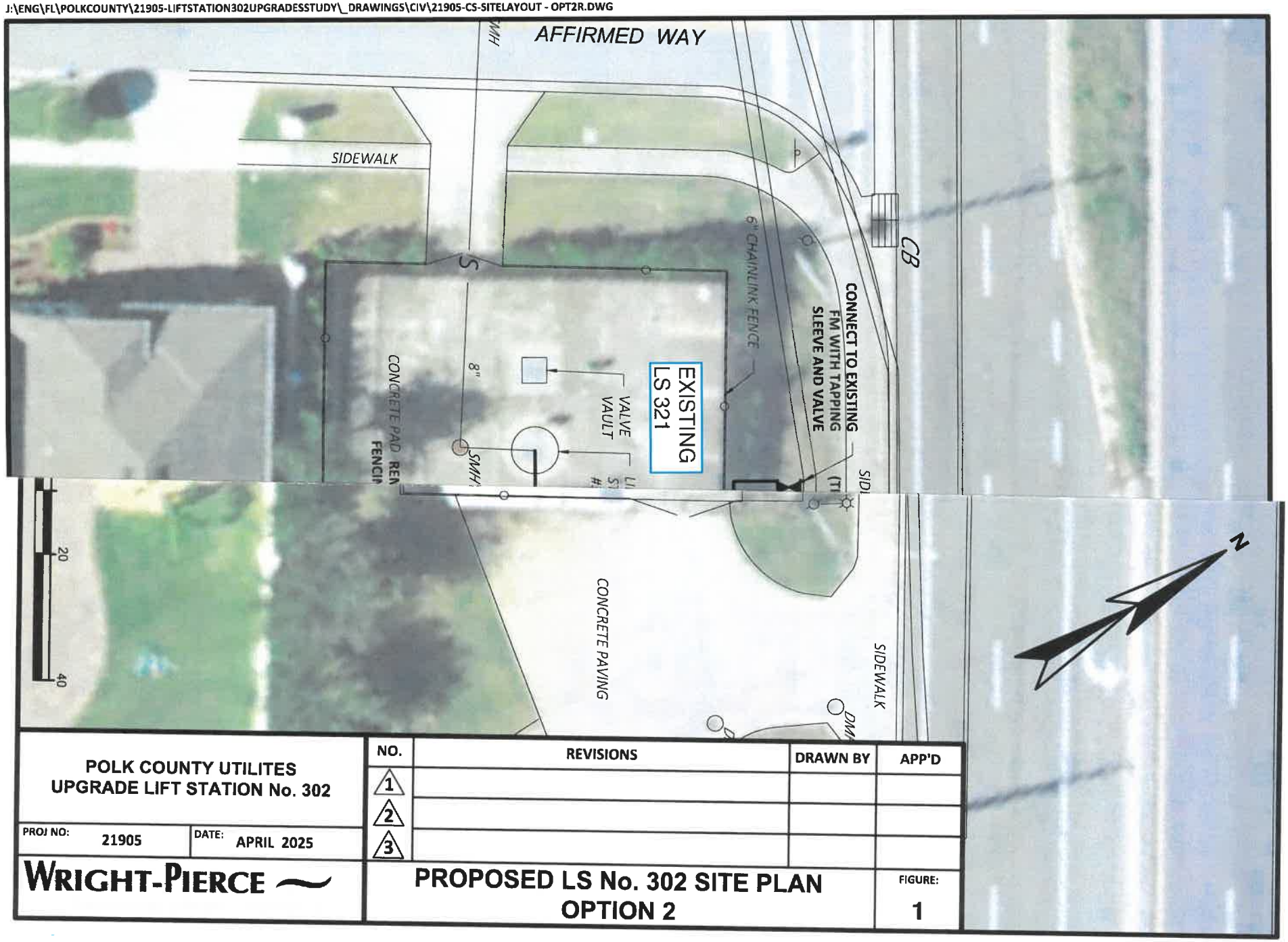
The Scope of Services and compensation arrangement outlined in this Consultant Services Authorization are based on the following assumptions:

1. The technical specifications developed by the Consultant will include applicable portions of the County's USSM, Supplementary Conditions, Special Provisions, and supplemental technical specifications for components not addressed in the USSM.
2. The Consultant will provide calibrated pressure gauge and Excel software tool for analysis.
3. The Consultant will use the County's existing wastewater model; no calibration or significant model updates are included. If such updates appear necessary, the Consultant will immediately notify the County and coordinate whether a modified scope is required to expand services.
4. The project will not be advertised to bid. Instead, the County will use one of its existing Contractors with a Master Agreement for Utilities Construction Services to provide a price proposal for construction.
5. The County will bring the Contractor on board during the 30% design phase.
6. The 90% design documents will present the complete design pending incorporation of the County's and Contractor's comments.
7. The County will provide the Consultant USSM Standard Drawings in AutoCAD format.

8. The Consultant will not develop maintenance of traffic (MOT) drawings. Instead, the Consultant will require the Contractor to develop and adhere to a MOT plan that complies with Florida Department of Transportation requirements.
9. The Contractor will be required to obtain any applicable building permits.
10. Design and construction services include a new generator and electrical building.
11. Construction duration of 18 months.
12. Permitting services are limited specifically to those listed in this Scope of Services.

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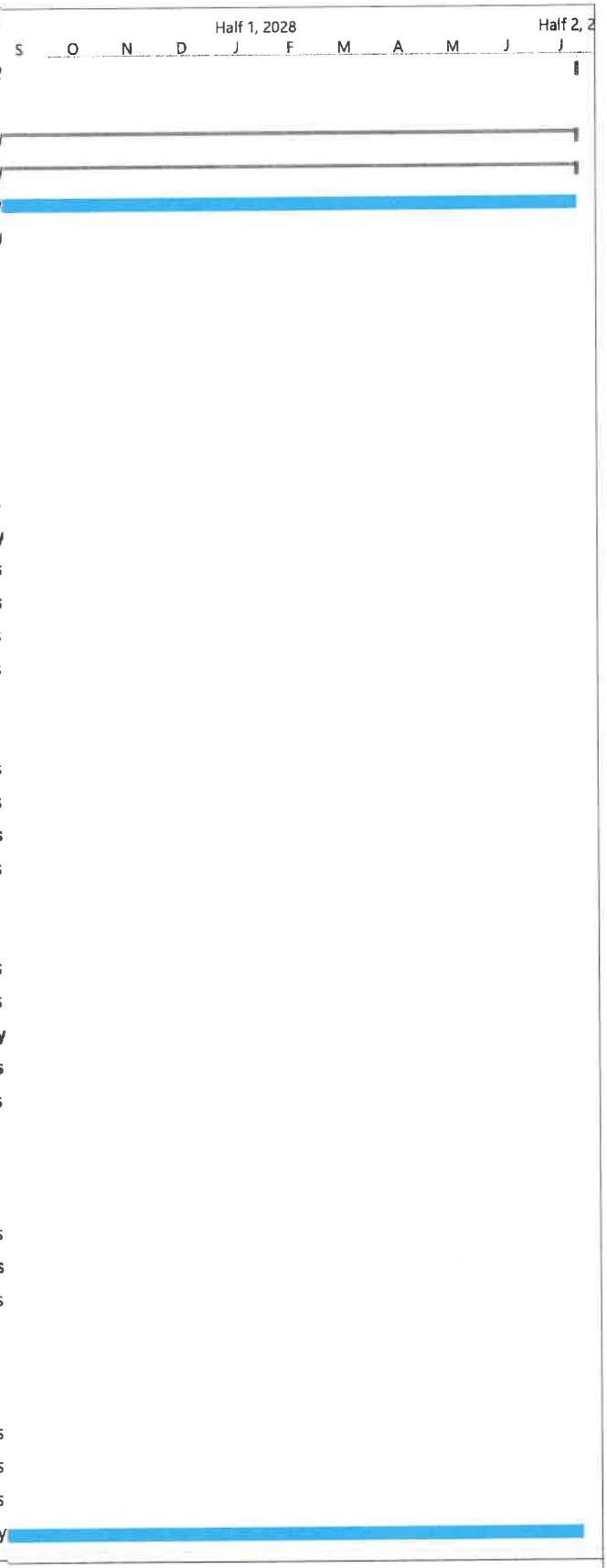
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| POLK COUNTY UTILITES<br>UPGRADE LIFT STATION No. 302 | | NO. | REVISIONS | DRAWN BY | APP'D |
|---|---|---|---|---|---|
| | | 1 | | | |
| | | 2 | | | |
| | | 3 | | | |
| PROJ NO: 21905 | DATE: APRIL 2025 | | | | |
| WRIGHT-PIERCE | | PROPOSED LS No. 302 SITE PLAN<br>OPTION 2 | | | FIGURE: 1 |

# Attachment A-1
# Gantt Chart Schedule

| ID | Task Name | Duration |
|---|---|---|
| 0 | **Lift Station 302 Replacement** | **894 da** |
| 1 | Receive NTP | 0 days |
| 2 | **Phase 100 - Project Management** | **894 day** |
| 3 | **Task 101 - Project Management** | **894 day** |
| 4 | Project Management and Invoicing | 894 day |
| 5 | **Task 102 - Meetings** | **303 day** |
| 6 | Kickoff Meeting | 0 days |
| 7 | Operating Conditions & Control Strategy TM Revi | 0 days |
| 8 | Contractor Collaboration | 0 days |
| 9 | BODM Review | 0 days |
| 10 | 60% Design Review | 0 days |
| 11 | Contractor Collaboration | 0 days |
| 12 | 90% Design Review | 0 days |
| 13 | **Phase 200 - Support Services** | 45 days |
| 14 | **Phase 300 - Preliminary Design** | **146 day** |
| 15 | **Task 301 - Data Collection** | **20 days** |
| 17 | **Task 302 - Est. Proposed LS 302 Operating Cond.** | **71 days** |
| 18 | Drawdown Testing and Modeling | 18 days |
| 19 | Draft Operating Conditions & Controls TM | 18 days |
| 20 | QC Review and Revise | 7 days |
| 21 | Submit Draft TM | 1 day |
| 22 | County Review | 14 days |
| 23 | Final Operating Conditions and Control Strategy T | 14 days |
| 24 | **Task 303 - Basis of Design** | **76 days** |
| 25 | Draft Basis of Design Memo | 38 days |
| 26 | QC Review and Revise | 7 days |
| 27 | Submit Basis of Design Memo | 1 day |
| 28 | County Review | 14 days |
| 29 | Final Basis of Design Memo | 14 days |
| 30 | **Phase 400 - Final Design** | **157 day** |
| 31 | **Task 401 - 60% Design** | **78 days** |
| 32 | Design | 50 days |
| 33 | QC Design | 7 days |
| 34 | Update Design | 7 days |
| 35 | Submit Design | 1 day |
| 36 | County Review | 14 days |
| 37 | **Task 402 - 90% Design** | **77 days** |
| 38 | Design | 48 days |
| 39 | QC Design | 7 days |
| 40 | Update Design | 7 days |
| 41 | Submit Design | 1 day |
| 42 | County Review | 14 days |
| 43 | **Phase 500 - Permitting** | 99 days |
| 44 | **Phase 600 - Pricing Phase** | 34 days |
| 45 | **Phase 700 - Construction** | 548 day |




Project: Lift Station 302 Replace
Date: Mon 12/1/25

# Attachment A-2
# Fee Estimate

**Polk County Utilities**
**Lift Station 302 Replacement**
**Consulting Fee Estimate**

| Phase and Task Descriptions | Subtotal Labor Cost | Subconsultant(s) | | Total Subconsultant Costs | Subtotal Fee |
|---|---|---|---|---|---|
| | | ECHO | Nadic | | |
| **PHASE 100 PROJECT MANAGEMENT** | | | | | |
| Task 101 - Project Management | $25,475 | | | $0.00 | $25,475.00 |
| Task 102 – Kick Off, Review Meetings (4), Contractor Collaboration (up to 2) | $23,732 | | | $0.00 | $23,732.00 |
| **PHASE 100 - TOTAL** | **$49,207.00** | **$0.00** | **$0.00** | **$0.00** | **$49,207.00** |
| **PHASE 200 SUPPORT SERVICES** | | | | | |
| Task 201 - Subsurface Utility Engineering | $2,793 | $9,990.00 | | $9,990.00 | $12,783.00 |
| Task 202 - Land Surveying Services | $2,928 | $7,220.00 | | $7,220.00 | $10,148.00 |
| Task 203 - Wetland Assessment / Delineation Serivces - NOT USED | $0 | | | $0.00 | $0.00 |
| Task 204 - Threatened and Endangered Species - NOT USED | $0 | | | $0.00 | $0.00 |
| Task 205 - Geotechnical Testing and Engineering | $3,700 | | $15,891.00 | $15,891.00 | $19,591.00 |
| **PHASE 200 - TOTAL** | **$9,421** | **$17,210.00** | **$15,891.00** | **$33,101.00** | **$42,522.00** |
| **PHASE 300 - PRELIMINARY DESIGN** | | | | | |
| Task 301 - Data Collection | $3,856 | | | $0.00 | $3,856.00 |
| Task 302 - Drawdown Test, Modeling, LS Operating Conditions Tech Memo | $24,560 | | | $0.00 | $24,560.00 |
| Task 303 - Basis of Design Memorandum | $30,765 | | | $0.00 | $30,765.00 |
| **PHASE 300 - TOTAL** | **$59,181** | **$0.00** | **$0.00** | **$0.00** | **$59,181.00** |
| **PHASE 400 - FINAL DESIGN DOCUMENTS** | | | | | |
| Task 401 - 60% Design Documents | $88,386 | | | **$0.00** | $88,386.00 |
| Taks 402 - 90% Design Documents | $70,504 | | | **$0.00** | $70,504.00 |
| Task 403 - 100% Design Documents - NOT USED | $0 | | | **$0.00** | $0.00 |
| **PHASE 400 - TOTAL** | **$158,890** | **$0.00** | **$0.00** | **$0.00** | **$158,890.00** |
| **PHASE 500 - PERMITTING SERVICES** | | | | | |
| Task 501 - FDEP Domestic Wastewater Permit | $4,643 | | | **$0.00** | $4,643.00 |
| Task 502 - Environmental Resource Permitting | $5,107 | | | **$0.00** | $5,107.00 |
| Task 503 - Right of Way Permit | $3,649 | | | **$0.00** | $3,649.00 |
| **PHASE 500 - TOTAL** | **$13,399** | **$0.00** | **$0.00** | **$0.00** | **$13,399.00** |
| **PHASE 600 - PRICING PHASE SERVICES** | | | | | |
| Task 601 - Final Construction Documents | $28,092 | | | **$0.00** | $28,092.00 |
| Task 602 - Pre-Bid Meeting - NOT USED | $0 | | | **$0.00** | $0.00 |
| Task 603 - Bid Addenda - NOT USED | $0 | | | **$0.00** | $0.00 |
| Task 604 - Bid Recommendation - NOT USED | $0 | | | **$0.00** | $0.00 |
| **PHASE 600 - TOTAL** | **$28,092** | **$0.00** | **$0.00** | **$0.00** | **$28,092.00** |
| **PHASE 700 - CONSTRUCTION ADMINISTRATION SERVICES** | | | | | |
| Task 701 - Pre-Construction Meeting | $3,236 | | | **$0.00** | $3,236.00 |
| Task 702 - Preliminary Matters and Contract Documents | $3,457 | | | **$0.00** | $3,457.00 |
| Task 703 - Shop Drawing Review (40) | $67,253 | | | **$0.00** | $67,253.00 |
| Task 704 - Construction Progress Meetings (16) | $29,058 | | | **$0.00** | $29,058.00 |
| Task 705 - Construction Site Visits (32) | $64,084 | | | **$0.00** | $64,084.00 |
| Task 706 - Application for Payment (18) | $6,674 | | | **$0.00** | $6,674.00 |
| Task 707 - Requests for Information (10) | $14,332 | | | **$0.00** | $14,332.00 |
| Task 708 - Change Orders (3) | $2,802 | | | **$0.00** | $2,802.00 |
| Task 709 - Substantial Completion | $13,380 | | | **$0.00** | $13,380.00 |
| Task 710 - Project Closeout | $12,530 | | | **$0.00** | $12,530.00 |
| **PHASE 700 - TOTAL** | **$216,806** | **$0.00** | **$0.00** | **$0.00** | **$216,806.00** |
| **Subtotal** | **$534,996.00** | **$17,210.00** | **$15,891.00** | **$33,101.00** | **$568,097.00** |
| **Contingency Funds** | | | | | **$25,000.00** |
| **TOTAL** | | | | | **$593,097.00** |

# Attachment A-3
# ECHO UES, Inc. Proposal

UTILITY ENGINEERING & SURVEY
**ECHO UES, Inc.**
4803 George Road, Suite 350
Tampa, FL 33634
888.778.ECHO
***Grow, Inspire, Make a Difference***

October 6, 2025

Kelly Wehner, PE, ENV SP
Wright-Pierce
Project Manager

## PROPOSAL FOR SURVEY AND SUBSURFACE UTILITY ENGINEERING SERVICES

**Project: Polk County Utilities, Lift Stations 302, Pinellas County**

Dear Ms. Wehner:

At ECHO UES, Inc. (ECHO), we value your consideration and appreciate the opportunity to provide this technical proposal for the requested professional services in support of this project. This technical proposal details the approach we consider to be the most suitable for this project.

**Project Synopsis:** Based on the information made available to ECHO, we understand the project consists of demolishing existing Lift Stations 302 and 321, and rebuilding Lift Station 302 in their place. ECHO's professional services were requested to provide a topographic survey and subsurface utility engineering services as further described below.

**Project Limits:** ECHO's proposed services will be performed within well-defined limits as shown on the attached graphic representations provided by Wright-Pierce.

I. **Topographic Survey:** ECHO shall provide a topographic survey locating existing conditions, and existing aboveground and visible improvements within the area delineated in red on the attached exhibit. Additional project-specific items to be performed include:

- Set horizontal control referenced to the Florida State Plane Coordinate System, West Zone, North American Datum of 1983, 2011 Adjustment (NAD 83/2011)
- Set vertical control referenced to the North American Vertical Datum of 1988 (NAVD 88)
- Collect all aboveground and visible features, including surface evidence of utilities.
- Collect all accessible gravity utilities, including pipe size, material, and inverts within the project limits, and include the next upstream and downstream sanitary manhole and/or storm manhole/inlet. A note will be included on the survey for any structures that cannot be detailed, noting the cause.
- Collect sufficient elevation data to create a digital terrain model (DTM) of the site.
- Elevations will be shown to the nearest tenth of a foot (0.1') on natural ground or soft shots and the nearest one-hundredth (0.01') of a foot on paved or hard surfaces.

- The horizontal and vertical survey control will be provided in the final survey in tabular format for use by the contractor during construction activities.
- Recover and tie down sufficient monumentation in the field to calculate the existing apparent right-of-way/parcel lines within the project limits. Right-of-way and property lines will be shown as calculated based on field monumentation, but will not result in a Boundary or Right-of-Way Survey.
- Items as noted on Survey Scope Summary document provided by Wright-Pierce (see attached).
- All survey efforts will be conducted in accordance with the Standards of Practice outlined in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.

II. **Subsurface Utility Engineering Services:** Using a combination of field investigative techniques and technology, including surface geophysical instruments, including ground penetrating radar (GPR), ECHO will perform the following services.

1. **Identification and marking of existing utilities.** Utilities within the project limits will be investigated in an attempt to identify their position. The results will be marked on the ground surface using the most appropriate method (i.e., pin flags, paint, etc.) and showing the approximate position of the identified utilities.

2. **Verification of utility location and characteristics.** At specific locations, ECHO will attempt to expose utilities using minimally intrusive methods (e.g., vacuum excavation) to confirm their characteristics (e.g., type, size, material, direction, configuration) and provide an accurate location. At completion of each excavation (test hole), ECHO will record all verifiable utility information, mark the utility location with the most appropriate method (e.g., wooden lathes, "X" mark on concrete, nail, and disk on asphalt), and restore the field to as close to its original conditions as possible.

   ***This proposal includes up to ten (10) test holes to be used to confirm the horizontal alignment and depth of existing target utilities within the project limits.***

**Deliverables** will consist of:

- Test hole data sheets containing all the information obtained via test holes and visual verification.
- Survey digital CADD file (AutoCAD) inclusive of sheeting on appropriate format and scale, and a signed and sealed surveyor's report.
- Deliverables will be prepared in accordance with Wright Pierce's Survey Checklist.

**Proposed Schedule:** To be discussed and agreed to upon receipt of the executed agreement.

**Notes and Limitations:**

1. The client shall facilitate access to the site and provide any relevant project information.
2. The site must be clear of obstacles impeding access to any portion of the project limits.

3. Standard work hours are from 7:00 am to 4:00 pm, Monday through Friday; additional charges may occur (following discussion with the Client) in case of weekend or nighttime work.
4. ECHO will not work on any site that is known to be contaminated with any hazardous or harmful substance.
5. FDOT Design Standards (Index 600 Series) will be utilized for the Maintenance of Traffic (MOT). Should the site require modification to the Index 600 for non-standard MOT arrangements, ECHO will seek the Client's concurrence to obtain signed and sealed project's specific MOT plans (to be provided by others).
6. Unless otherwise stated within this proposal, test holes have a standard depth of up to eight (8) feet from the ground surface, and a diameter of up to one (1) foot. Should there be a need for deeper or wider excavations, additional charges may apply.
7. The original ground surface at each test hole location will be restored as close as possible to its original conditions, using concrete mix or asphalt cold patch as applicable. Any deviation from this standard (e.g., use of hot asphalt, flowable fill, etc.) may require additional charges and the use of specialty subcontractors.
8. Regardless of the type of estimate proposed (e.g., lump sum, time, and materials, etc.), such an estimate should be considered indicative and based on preliminary information. Should any situation out of ECHO's control heavily impact ECHO's field work performance (e.g., adverse site conditions), ECHO reserves the right to seek additional funds to complete the work.
9. The exact location of any underground utility is not guaranteed unless clearly exposed and visually verified at a specific location. Utility characteristics, methods of installation, soil conditions, and the surrounding environment can all adversely impact the results of any utility investigation using surface geophysical instruments and technology. No guarantee is made that all utilities will be found and identified.
10. Subsurface Utility Engineering, Designating and Locating terms all refer to the American Society of Civil Engineers / Construction Institute Standard for the Collection and Depiction of Subsurface Utility Data (ASCE/CI 38-02). Should ECHO adopt this standard for the performance of the scope of work and preparation of deliverables, a clear mention of the Standard shall be made throughout the deliverables.

**Fee:** ECHO's competitive offer, which is inclusive of all field, office, materials, supplies, and equipment costs, is:

Survey & Mapping: **$7,220.00.**
Subsurface Utility Engineering: **$9,990.00**

**Acceptance:** We will honor this proposal for a period of 60 days. If accepted, please return this to our attention, along with a professional services agreement/task work order authorization, and official Notice to Proceed.

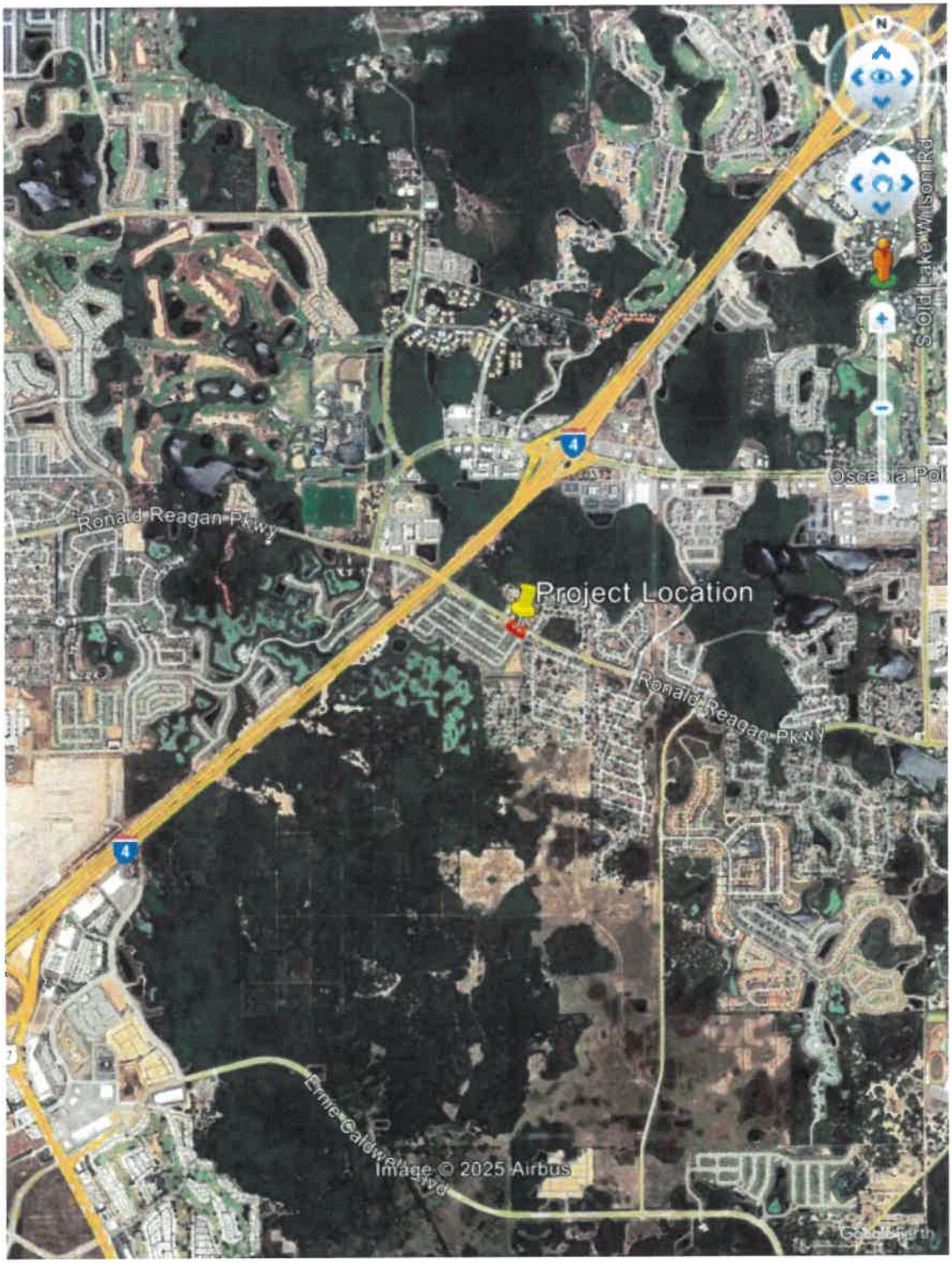
At ECHO UES, Inc., we believe in collaboration and open communication with our clients, and we are committed to understanding their needs and delivering efficient, cost-effective solutions. Thank you for considering ECHO for this important project. Please do not hesitate to contact me directly if you have any questions or concerns.

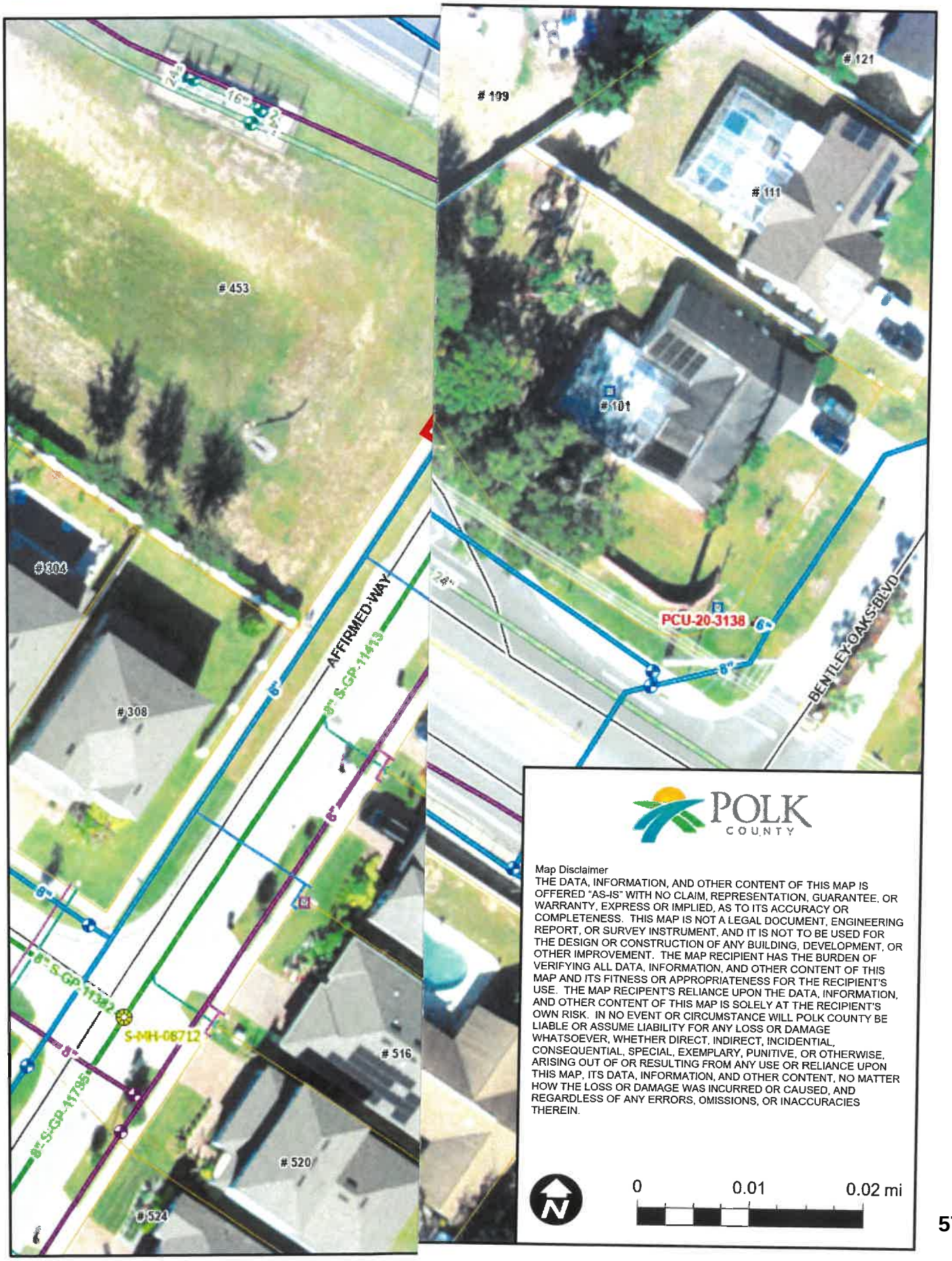
Sincerely,

**ECHO UES, Inc.**

Mike Patterson, PSM
Senior Vice President

## Vicinity Map




#453
#304
#308
#516
#520
#524
#109
#111
#121
#101
PCU-20-3138
AFFIRMED WAY
BENTLEY OAKS BLVD
8" S-GP-11413
8" S-GP-11342
S-MH-08712
8" S-GP-11795
POLK COUNTY
Map Disclaimer
THE DATA, INFORMATION, AND OTHER CONTENT OF THIS MAP IS OFFERED "AS-IS" WITH NO CLAIM, REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, AS TO ITS ACCURACY OR COMPLETENESS. THIS MAP IS NOT A LEGAL DOCUMENT, ENGINEERING REPORT, OR SURVEY INSTRUMENT, AND IT IS NOT TO BE USED FOR THE DESIGN OR CONSTRUCTION OF ANY BUILDING, DEVELOPMENT, OR OTHER IMPROVEMENT. THE MAP RECIPIENT HAS THE BURDEN OF VERIFYING ALL DATA, INFORMATION, AND OTHER CONTENT OF THIS MAP AND ITS FITNESS OR APPROPRIATENESS FOR THE RECIPIENT'S USE. THE MAP RECIPENT'S RELIANCE UPON THE DATA, INFORMATION, AND OTHER CONTENT OF THIS MAP IS SOLELY AT THE RECIPIENT'S OWN RISK. IN NO EVENT OR CIRCUMSTANCE WILL POLK COUNTY BE LIABLE OR ASSUME LIABILITY FOR ANY LOSS OR DAMAGE WHATSOEVER, WHETHER DIRECT, INDIRECT, INCIDENTIAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHERWISE, ARISING OUT OF OR RESULTING FROM ANY USE OR RELIANCE UPON THIS MAP, ITS DATA, INFORMATION, AND OTHER CONTENT, NO MATTER HOW THE LOSS OR DAMAGE WAS INCURRED OR CAUSED, AND REGARDLESS OF ANY ERRORS, OMISSIONS, OR INACCURACIES THEREIN.
N
0
0.01
0.02 mi




8/8/2024, 6:31:37 AM

1:1,630

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

STORM_PIPES

CURBING

DITCHES

CON

STORM_INLETS

Polk County Emergency Management

WRIGHT-PIERCE
Engineering a Better Environment

# EXTERNAL SURVEY SCOPE SUMMARY

| | | | |
|---|---|---|---|
| Survey Subconsultant: | ECHO UES | Date: | 09-30-25 |
| Contract: | Polk County Utilities | Phone: | (813) 344-3313 |
| Project: | LS 302 Replacement | Project Manager: | Kelly Wehner |
| Project No.: | T18909 | Client/Owner: | Polk County |
| Lead Project Engineer: | Eben Spalding | W-P CADD Coordinator: | TBD |

**TYPE OF SERVICES:** *(brief description)*

Topographic survey of existing lift station (LS) 302 and 321 areas and adjacent undeveloped area for construction of new LS 302 and removal of LS 321. See attached Exhibit A.

Locate and obtain rim and invert information of sewer manholes and stormwater inlets/manholes located within the Affirmed Way and Ronald Reagan Parkway rights-of-way.

Up to ten test holes, locations to be determined during design.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ☐ | Boundary | ☐ | Easement | ☑ | Topography | ☐ | Aerial Mapping |
| ☑ | Subsurface Utilities Exploration | ☐ | | ☐ | Construction Layout | ☐ | Record |

**ATTACHED CHECKLIST:** *(one of these detailed checklists should be completed and attached)*

☑ Roadway ☑ W-WWTP/Sites ☐ Aerial ☐ Other _____

**EXISTING INFORMATION:** *(brief description of what area is needed; attached map if possible)*

| | | |
|---|---|---|
| ☐ Deed(s) | ☑ Right-of-Way | ☐ Plans |
| ☐ Easements | ☐ Benchmark | ☑ CAD/ GIS data |

**SURVEY LOCATION:** *(need description of what area is needed; attached map if possible)*

See attached Exhibit A.

**DEADLINES:**

**HAZARDS/ SAFETY:**

Survey services may present the Surveyor's personnel with certain hazardous conditions that require special procedures and equipment, (traffic, confined spaces, etc.). The Surveyor is solely responsible for assuring the safety of its employees and their operations in accordance with OSHA Regulations.

**DELIVERABLES:**

1. Surveyors Report *(control description, accuracies, problems, datum information, data file organization)*
2. Signed and Sealed Survey drawing set.

3. Data deliverables need to be in conformance to Wright-Pierce CAD Standards. WP currently uses Civil3D 2023 and prefers survey files provided in this format. If that is not possible, specify the software version/date and data format that can be provided:

   _____

   *If this is the case, all files will be required (i.e., survey points/descriptions, tin lines, contours, break lines, etc. are required.*
4. Data deliverables for Subsurface Utilities Exploration, as noted herein.

**DATA EXCHANGE METHOD:**
It is recommended that the Surveyor's CAD person has a conversation with a Wright-Pierce's CAD person to work out the best possible data exchange plan. Wright-Pierce's preferred method for data exchange is via the Internet using the Wright-Pierce FTP site.

**MEDIA/ MEANS:**
☐ USB Thumb/Flash Drive ☑ FTP Transfer ☑ Other Email (if file size permits)

Survey Coordinator
*(Chris Hinkley)* _____

SURVEY CHECKLIST FOR
ROADWAYS AND/OR UTILITIES PROJECTS

Items to be located in the field (please check appropriate items required for this project):

- ☑ Evidence of Right-of-Way or property lines (pins, stone walls, fences, etc.)
- ☑ Edge of pavement or road (gravel or dirt)
- ☑ Centerline of road
- ☑ Distance out from centerline: ROW to ROW or ROW to centerline where applicable
- ☑ Sanitary sewer manholes
  - ☑ Rim elevation and inverts
  - ☑ Pipe size and material
  - ☑ Show connectivity in plan
- ☑ Water valves
  - ☐ Depth of valve
- ☑ Fire Hydrants
- ☑ Power/Telephone Poles w/ ID numbers, streetlights, guy wires, overhead wires
- ☑ Subsurface Utilities
  - ☑ Identify/research/survey utilities based on Quality Level C as described in "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02" by American Society of Civil Engineers (ASCE), latest edition.
  - ☑ Contact Dig Safe or local equivalent
  - ☑ Provide a listing of utility names and current contact information
  - ☑ See separate Subsurface Utility Exploration checklist for Quality Level B or A
- ☑ Underground power, telephone, cable, wires and fiber optic
- ☑ Culverts
  - ☑ Inverts, pipe size, material, structure (headwall, flared-end section)
- ☑ Catch basins/storm drain manholes
  - ☑ Rim elevation and inverts
  - ☑ Pipe size and material
  - ☑ Show connectivity in plan
- ☑ Ditches
  - ☑ Centerline
  - ☑ Top of bank
- ☑ Buildings
  - ☑ Slab/sill elevations
- ☑ Brief descriptions: *(e.g. two corners; all corners; dimensions; porches; etc.)*
  All corners and dimensions (onsite electrical building)
- ☑ Driveways (width and material)
- ☑ Painted cross walks
- ☑ Sidewalks (width and material)
- ☑ Curbing (dimensions and material)
  - ☑ Flow line

- ☑ Top
- ☑ Fence or Wall (dimensions and material)
- ☑ Tree line
- ☑ Trees/shrubs *(e.g. ornamental, all sizes – this is important for planning service connections)*
- ☐ All roadside trees OR ☑ Trees greater than 12-inch diameter
- ☑ Traffic signage
- ☑ Pavement markings
- ☑ Guard Rail
- ☑ Mailboxes
- ☑ Light poles or posts
- ☑ Electric boxes
- ☑ Telephone boxes
- ☑ Topography: Contour Intervals *(e.g. 1-foot, 2-foot)* 1-ft
- ☐ Wetlands
  - ☐ Field-located by others (flagged)
- ☑ Set/ Identify permanent control points and temporary benchmarks outside of development area to serve future construction layout
- ☑ See Subsurface Utility Exploration checklist
- ☑ Horizontal Control: ☑ NAD83 ☐ Assumed
- ☑ Vertical Control: ☐ NGVD29 ☑ NAVD88 ☐ Assumed ☐ Set TBM's

Precision/Accuracy: In accordance with State of FL standards.

☐ Other: _____

SUBSURFACE UTILITY EXPLORATION CHECKLIST FOR
ALL PROJECTS

☑ Subsurface Utilities Exploration (SUE)

Utility Quality Level (QL) attributes are described in "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02" by American Society of Civil Engineers (ASCE), Latest Edition. Identify/Research Size/Material/Depth/Ownership based on the SUE Quality Levels (QL) identified below:

☐ Quality Level D – Derived from records drawings, oral recollections. **Preliminary project planning only.**

☐ Quality Level C - Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D. **Minimum level conducted for design services.**

☑ Quality Level B – Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. This work should be performed to obtain horizontal location of subsurface utilities in areas with congested utilities (i.e. central business district), areas where utility information is sparse or where a specific utility of high importance is being crossed (i.e. gas line). Identify any specific areas on-site where Level B is required:

☑ Quality Level A - Precise horizontal and vertical location of utilities obtained by the actual exposure and subsequent measurement of subsurface utilities, usually at a specific point. This work should be performed to obtain precise horizontal and vertical locations of subsurface utilities in areas with congested utilities (i.e. central business district), areas where utility information is sparse or where a specific utility of high importance is being crossed (i.e. gas line). Identify any specific areas on-site where Level B is required:

- ☑ Test Holes (Up to 10 test holes) – locations to be provided during design and after receipt of topographic survey
- ☑ Data in tabular form
- ☑ Data located on survey map

# Attachment A-4
# Nadic Proposal

NADIC
ENGINEERING

October 8, 2025

**Wright-Pierce**
601 South Lake Destiny Road, Suite 290
Maitland, Florida 32751

Attention: Ms. Kelly Wehner, P.E.
Project Manager

RE: Geotechnical Engineering Fee Proposal for
Polk County Lift Station 302 Replacement
Polk County, Florida
NADIC Project No. PQ.GEO-CV25084

Dear Ms. Wehner:

As per your email dated September 30, 2025, **Nadic Engineering Services, Inc. (NADIC)** is pleased to provide this Fee Proposal for the replacement of Lift Station (LS) 302, located east of the intersection of Affirmed Way and Ronald Reagan Parkway in Davenport, Polk County, Florida. We understand the new lift station will be constructed adjacent to the existing LS 302 with a layout that will allow for the decommissioning of LS 321 located just west of the proposed improvements. We also understand that the new lift station will consist of a new Wet Well at a depth of up to 27 feet below existing grade, 5-foot diameter precast manholes, 30-inch influent sanitary sewer of an approximate depth of 20-feet below existing grade, 24-inch force main extension and a 5-foot diameter transition manhole with approximate depth of up to 10 feet below existing grade.

The purpose of this investigation will be to explore the soil and groundwater conditions at the site and to use the information obtained to provide geotechnical engineering recommendation for engineering design and construction effort for the proposed lift station improvements. Our recommended scope of services includes the following:

1) Coordinate boring location, including field reconnaissance, mark boring location at the sites.
2) Coordinate clearance and meetings with utility locators.
3) Mobilize truck mounted drill rig and personnel.
4) As requested, perform a total of three (3) Standard Penetration Test (SPT) borings:
   a) One (1) boring to a depth of 50 feet below existing grade for the Wet Well.
   b) Two (2) borings to a depth of 25 feet below existing grade for other construction.
5) Collect groundwater level measurement and estimate normal wet seasonal high groundwater table.
6) Visually examine all recovered soil samples in accordance to ASTM D2487 and perform laboratory tests on selected representative soil samples. The laboratory testing shall include Sieve analysis, Atterberg limits, organic content and natural moisture content, as appropriate.
7) Develop a Geotechnical Data Report (GDR) to be included in the Bidding Documents. The GDR shall include the following at a minimum:
   a) Description of existing site conditions and proposed improvements
   b) Description of regional and site geology and topography
   c) Historical use of the project site, if appropriate

d) Site plan with existing and proposed structures and with soil exploration locations
e) Description of lab test results and findings relative to soil and groundwater, including notification of presence of hazardous substances, including visible contaminated soils and groundwater
f) Soil borings profiles and
g) Laboratory test reports for soil properties and for corrosion

8) Develop a Geotechnical Design Report (GDM). The GDM shall include the following at a minimum:
   a) Reference to information in the Geotechnical Data Report
   b) Site Plan with existing and proposed structures and with soil exploration locations
   c) Description of findings of borings including soil classifications over boring depths, any refusal, groundwater observations, any indications of visible potential contamination
   d) Description of laboratory test results including soil gradations
   e) Description of geotechnical engineer's understanding of proposed construction including locations, dimensions, bearing elevations and loading conditions, to the extent known
   f) Geotechnical design parameters: unit weight of soil, angle of internal friction, lateral design earth pressures above and below groundwater for active and at rest conditions, lateral passive earth pressure, if necessary, design seasonal high groundwater table
   g) Recommendations for:
      - Site preparation including excavation techniques, expectations, depth of removal and over-excavation, safe slopes for any permanent cuts or fills, and improvements of in-situ soils, if applicable
      - Support of excavations including protection of existing adjacent utilities/structures during construction, lateral pressures for design of excavation support systems and any displacement monitoring recommendations
      - Constructability considerations including temporary excavation slopes, sheeting and shoring/cofferdams, traffic control/maintenance, excavatability, possibility of heave of excavation bottoms, and applicable dewatering issues and methods
      - Influence of expansive soils, if encountered, on foundation design and recommendations to mitigate harmful effects
      - Backfill materials including onsite availability, recommended index properties, aggregate gradations, classifications in accordance with ASTM D2487 and moisture and density compaction criteria
      - Compaction characteristics and suitability of onsite soils for use as engineered and other fills and other pertinent earthwork recommendations, including shrinkage factors
      - Soil and/or groundwater contamination issues/management (if known or suspected), including recommended methods to address soil and/or groundwater contamination
      - Corrosion protection for construction materials (metals and concrete) if corrosive soils are encountered.

- x Possible effects of pipeline or tunnel construction on the surface and subsurface facilities in the alignment and recommended measures to control detrimental effects or ground subsidence.
- x Any other geological or geotechnical recommendations considered by the geotechnical engineer to be pertinent to the project.

9) Revise reports to address Engineer comments and submit final GDR and GDM. Submit signed and sealed memos and Reports.

In accordance with the proposed scope of services and unit prices, we estimate the total (Not-To-Exceed) cost for our geotechnical services to be **$15,890.46**. Our schedule to complete the described work will be five (5) working weeks from your written notice to proceed.

The fee presented above does not include environmental investigation and evaluation. However, if visible contamination is noticed, it shall be reported to Wright-Pierce. In case, potential contamination is observed, **NADIC** will present a proposal for the additional cost.

**NADIC** appreciates the opportunity of working with you, Wright-Pierce and Polk County on this project. If you have any questions regarding this proposal, or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,

**NADIC ENGINEERING SERVICES, INC.**

Oliver D. Rosen, E.I.
Staff Engineer

Godwin N. Nnadi, Ph.D., P.E.
Principal Engineer

Attachment: Attachment A – Computation of Geotechnical Cost

**ATTACHMENT A - COMPUTATION OF GEOTECHNICAL COST**
**POLK COUNTY LIFT STATION 302 REPLACEMENT**
**POLK COUNTY, FLORIDA**



| Component/Unit Description | UNIT | QTY | RATE | TOTAL COST |
|---|---|---|---|---|
| I. FIELD EXPLORATION: | | | | |
| 1. Crew & Equipment Mobilization: | | | | |
| 612-Mobilization Drill Rig Truck Mount | Ea. | 1 | $644.80 | $644.80 |
| 610-Mobilization Drill Rig Track Mount | Ea. | 0 | $3,952.00 | $0.00 |
| 712-Support Vehicle | Hr | 12 | $129.60 | $1,555.20 |
| 2. Standard Penetration Test Borings(ASTM D-1586): | | | | |
| 478-Geo SPT Truck 0-50 Ft | LF | 100 | $20.96 | $2,096.00 |
| 479-Geo SPT Truck 50-100 Ft | LF | 0 | $26.39 | $0.00 |
| 3. Auger Borings (ASTM D-1452): | | | | |
| 401-Hand/Truck | LF | 0 | $17.09 | $0.00 |
| 479-Track | LF | | $18.40 | $0.00 |
| 4. Grout Boreholes: Truck/Mud Bug: | | | | |
| 440-Geo Grout Boreholes- Truck 0-50 Ft | LF | 50 | $7.76 | $388.00 |
| 441-Geo Grout Boreholes- Truck 50-100 Ft | LF | 0 | $9.33 | $0.00 |
| 5. Temp Casing 4": Truck/Mud Bug: | | | | |
| 488-Geo Temp Casing 4"- Truck 0-50 Ft | LF | | $15.52 | $0.00 |
| 489-Geo Temp Casing 4"- Truck 50-100 Ft | LF | 0 | $19.41 | $0.00 |
| 9. Truck and Crew: | | | | |
| 531-Geo Drilling Crew 2-Person | Hr | 1 | $342.21 | $342.21 |
| 15. Undist Samples(ASTM D-1587): Truc/MB | | | | |
| 519-Geo Undisturbed Samples Truck 0-50 Ft | Ea. | | $281.78 | $0.00 |
| 10. Site Reconnaissance/Utility Coordination: | | | | |
| a. - Engineer Intern | Hr | 1 | $87.40 | $87.40 |
| b. -Sr. Engineering Tech | Hr | 8 | $89.39 | $715.12 |
| 11. GPS Rental: | Days | 0.5 | $104.00 | $52.00 |
| **Totals for Field Exploration** | | | | **$5,880.73** |
| II. LABORATORY TESTING: | | | | |
| 1. Visual Exam./Stratify(ASTM D-2488): | | | | |
| - Engineer Intern | hrs. | 1 | $87.40 | $87.40 |

**Nadic Engineering Services, Inc.**
**601 N. Hart Blvd.,**
**Orlando, FL. 32818**
**Phone: 407 521 4771**
**Fax: 407 521 4772**

| Component/Unit Description | UNIT | QTY | RATE | TOTAL COST |
|---|---|---|---|---|
| 2. Grain Size Analysis: | | | | |
| 822- Soils Particle Anlys AASHTO T99 No Hydrome | Ea. | 0 | $120.13 | $0.00 |
| 812 -Soils Material Finer then 200 sieve FM 1-T011 | Ea. | 5 | $75.28 | $376.40 |
| 819-Soil Organic Content Ignition FM 1-T 267: | Ea. | 1 | $57.67 | $57.67 |
| 826-Soil Plastic Limit & Plasticity Index AASHTO T | Ea. | 1 | $57.67 | $57.67 |
| 811-Soil Liquid Limit AASHTO T89: | Ea. | 1 | $57.67 | $57.67 |
| 817-Soil Moisture Content AASHTO-T265): | Ea. | 5 | $25.00 | $125.00 |
| 806-Unit Weight Determination: | Test | | $75.28 | $0.00 |
| 831-Soils Specific Gravity AASHTO T100 | Test | | $117.86 | $0.00 |
| 803-Soils Consolidation - Constant Strain ASTM D41 | Test | | $986.21 | $0.00 |
| 801-Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads) | Ea | | $100.00 | $0.00 |
| 805-Soils Corrosion Series FM 5-550 to 5-553: (pH, Sulfate, Chloride, Resistivity) | Ea. | 1 | $258.44 | $258.44 |
| **Totals for Laboratory Testing** | | | | **$1,020.25** |
| ENGINEERING AND TECHNICAL SERVICES: | | | | |
| 1. Chief Engineer: | hrs. | 2 | $257.65 | $515.30 |
| 2. Senior Geotech Engineer: | hrs. | 4 | $217.75 | $871.00 |
| 3. Project Engineer: | hrs. | 28 | $188.28 | $5,271.84 |
| 4. Engineer Intern | hrs | 11 | $87.40 | $961.40 |
| 5. Cadd/Computer Technician: | hrs. | 8 | $104.20 | $833.60 |
| 6. Senior Geotech Technician: | hrs. | 6 | $89.39 | $536.34 |
| 7. Secretarial/Clerical: | hrs. | | $66.28 | $0.00 |
| | | 59 | | |
| **Totals for Engineering and Technical Services** | | | | **$8,989.48** |
| | | | **Total - Lump Sum** | **$15,890.46** |

Nadic Engineering Services, Inc.
601 N. Hart Blvd.,
Orlando, FL. 32818
Phone: 407 521 4771
Fax: 407 521 4772

# Attachment A-7
# Preliminary List of Drawings

**Polk County Utilities**
**LS 302 Replacement - Final Design, Permitting, Bidding and Construction Phase Services**
**Drawing List**

| No. | Drawing No. | Description |
|---|---|---|
| ***General*** | | |
| 1 | G-1 | Cover Sheet |
| ***Civil*** | | |
| 2 | C-1 | General Notes, Legend and Abbreviations |
| 3 | C-2 | Survey Control & Benchmark Plan |
| 4 | C-2 | Existing Conditions and Site Demolition Plan |
| 5 | C-3 | Layout and Grading Plan |
| 6 | C-4 | Site Piping Plan |
| 7 | C-7 | Details I |
| 8 | C-8 | Details II |
| 9 | C-9 | Details III |
| 10 | C-10 | Erosion Control Notes |
| 11 | C-11 | Erosion Control Details |
| ***Architectural*** | | |
| 12 | A-1 | ELECTRICAL BUILDING - ARCHITECTURAL NOTES, LEGENDS, ABBREVIATIONS, PLANS, SECTIONS AND EXTERIOR ELEVATIONS |
| ***Structural*** | | |
| 13 | S-1 | Structural Notes, Legend & Abbreviations |
| 14 | S-2 | Lift Station - Plans |
| 15 | S-3 | Lift Station - Sections |
| 16 | S-4 | Structural Details I |
| ***Process*** | | |
| 17 | PR-1 | Process General Notes |
| 18 | PR-2 | Existing LS 302 Demolition Plan |
| 19 | PR-3 | Existing LS 321 Demolition and Modification Plan |
| 20 | PR-4 | Existing LS 321 Modification Plan |
| 21 | PR-5 | Lift Station - Sections |
| 22 | PR-6 | Details I |
| 23 | PR-7 | Details II |
| ***Mechanical*** | | |
| 24 | M-1 | MECHANICAL GENERAL NOTES, LEGEND, ABBREVIATIONS, SCHEDULES, AND MODIFICATIONS PLAN |
| ***Instrument.*** | | |
| 25 | I-1 | Instrumentation Legend, Notes & Abbrevations |
| 26 | I-2 | Instrumentation Loop Diagrams |
| 27 | I-3 | Instrumentation Details I |
| ***Electrical*** | | |
| 28 | E-1 | ELECTRICAL LEGEND, NEMA AND CONDUIT INSTALLATION SCHEDULES |
| 29 | E-2 | ELECTRICAL ABBREVIATIONS AND NOTES |
| 29 | E-3 | ELECTRICAL SITE PLAN - DEMOLITION |
| 30 | E-4 | SINGLE LINE DIAGRAM - DEMOLITION |
| 30 | E-5 | ELECTRICAL SITE PLAN - MODIFICATIONS |
| 31 | E-6 | ELECTRICAL SCHEMATICS |
| 31 | E-7 | ELECTRICAL SCHEDULES |
| 32 | E-8 | ELECTRICAL DETAILS I |
| 32 | E-9 | ELECTRICAL DETAILS II |
| 33 | E-10 | ELECTRICAL DETAILS III |

WRIGHT-PIERCE
Engineering a Better Environment

122 East Main Street #238
Lakeland, FL 33801
Phone: 407.906.1776 | Fax: 407.667.4799
www.wright-pierce.com

# Exhibit B

November 1, 2023

Wright-Pierce has developed the following rate multiplier based on Polk County guidance. The multiplier incorporates direct costs, reimbursables and in-County travel expenses. The calculation below provides the basis of our multiplier rate.

| | Wright-Pierce Standard |
|---|---|
| Base Rate | 1.00 |
| Overhead/Admin. | 0.38 |
| Labor/Fringe Benefits | 1.40 |
| Subtotal | 2.78 |
| Profit | 0.22 (@7.91%) |
| **Subtotal** | **3.00** |
| Direct Costs/Reimbursables | 0.05 |
| **Overall Total Multiplier** | **3.05** |

Raw and burdened (raw labor rate x 3.05 multiplier) hourly rates listed by labor classification are shown in Table 1. Table 2 provides descriptions of experience requirements and general duties by labor classification.

**TABLE 1 – Labor Classification and Rate Development**

| Labor Classification | Raw Hourly Rate ($) Low | Raw Hourly Rate ($) High | Burdened Hourly Rate ($) Low | Burdened Hourly Rate ($) High |
|---|---|---|---|---|
| Principal | 63.93 | 113.77 | 195 | 347 |
| Technical Manager | 61.64 | 111.15 | 188 | 339 |
| Quality Control Officer | 53.11 | 110.82 | 162 | 338 |
| Client Service Manager | 60.33 | 110.49 | 184 | 337 |
| Sr. Project Manager | 57.70 | 106.89 | 176 | 326 |
| Lead Project Engineer | 51.80 | 102.30 | 158 | 312 |
| Senior Engineer | 44.92 | 110.16 | 137 | 336 |
| Project Manager | 49.84 | 85.25 | 152 | 260 |
| Project Engineer III | 37.05 | 67.21 | 113 | 205 |
| Project Engineer II | 33.44 | 62.95 | 102 | 192 |
| Project Engineer I | 28.85 | 56.07 | 88 | 171 |
| Senior Architect | 41.97 | 74.75 | 128 | 228 |
| Architect | 36.72 | 62.95 | 112 | 192 |
| Landscape Architect | 36.72 | 62.95 | 112 | 192 |
| Sr. RPR | 38.03 | 70.49 | 116 | 215 |
| Resident Project Representative | 25.25 | 49.51 | 77 | 151 |
| GIS Analyst | 36.72 | 62.95 | 112 | 192 |
| Senior Designer | 38.03 | 70.49 | 116 | 215 |
| Technician | 27.21 | 49.51 | 83 | 151 |
| GIS Technician | 27.21 | 49.51 | 83 | 151 |
| Intern | 17.70 | 31.48 | 54 | 96 |
| Sr. Administration | 26.23 | 46.89 | 80 | 143 |
| Administrative Assistant | 19.67 | 35.74 | 60 | 109 |

**TABLE 2 – Labor Classification – Experience and General Duties**

| Labor Classification | Experience and General Duties |
|---|---|
| Principal-In-Charge | BS Engineering or related; 20+ years of experience; Licensed Professional Engineer or Geologist. Ensures proper company resource are available; provides technical guidance; manages overall performance. |
| Technical Manager | BS Engineering or related; 20+ years of experience; Licensed Professional Engineer or Geologist. Manages staff; oversees projects and Project Manager performance. |
| Quality Control Officer | BS Engineering or related; 20+ years of experience; Licensed Professional Engineer or Geologist. Oversees technical accuracy of projects and adherence to QAQC procedures. |
| Client Service Manager | BS Engineering or related; 15+ years of experience; Licensed Professional Engineer or Geologist. Ensures client expectations are met. |
| Senior Project Manager | BS Engineering or related; 12+ years of experience; Licensed Professional Engineer or Geologist. Manages project quality, support and technical and financial performance of projects. |
| Lead Project Engineer | BS Engineering or related; 6+ years of experience; Licensed Professional Engineer or Geologist. Provide expert project support and provide technical guidance of staff. Develops, oversees and coordinates the technical aspects of the project. |
| Senior Engineer | BS Engineering or related; 10+ years of experience; Licensed Professional Engineer or Geologist. Provide expert project support and provide technical guidance of staff in respective discipline. Develops, oversees and coordinates the technical aspects of the project in respective discipline. |
| Project Manager | BS Engineering or related; 6+ years of experience; Licensed Professional Engineer or Geologist. Manages project quality, support and technical and financial performance of projects. |
| Project Engineer III | BS Engineering or related; 4+ years of experience; Licensed Professional Engineer or Geologist. Provide technical project support and guidance of staff. Develops technical aspects of the project in the respective discipline. |
| Project Engineer II | BS Engineering or related; 2+ years of experience; Licensed Engineer-in-Training. Provide technical project support and guidance of staff. Develops technical aspects of the project in the respective discipline. |
| Project Engineer I | BS Engineering or related. Provides technical project support. Develops technical aspects of the project in the respective discipline. |
| Senior Architect | BS Architecture or related; 10+ years of experience; Licensed Professional Architect or Engineer. Provide expert project support and provide technical guidance of staff. Develops, oversees and coordinates the architectural aspects of the project. |
| Architect | BS Architecture or related. Provide technical project support. Develops technical architectural aspects of the project. |

| Labor Classification | Experience and General Duties |
|---|---|
| Landscape Architect | BS Landscape Architecture or related. Provide technical project support. Develops technical aspects of the project in the respective discipline. |
| Senior Resident Project Representative | BS in Engineering or related or HS diploma plus 10+ years with construction, construction observation, or related training. Observe and document on-site construction activities; provide technical support on construction administration issues. |
| Resident Project Representative | BS in Engineering or related or HS diploma with construction, construction observation, or related training. Observe and document on-site construction activities; provide technical support on construction administration issues. |
| GIS Analyst | BS/BA in Geography, Computer Science, or related field; 5+ years' experience using ESRI software. Prepare maps and other special data in digital or graphic forms using GIS applications. |
| Senior Designer | HS diploma plus 6+ years drawing or specialized technical experience; extensive knowledge and experience with CADD, engineering design or construction or specialized trade. Supports staff to identify, research, and solve technical issues. |
| Technician | HS diploma plus drawing or related experience; knowledge and experience with AutoCAD or MicroStation. Drafts detailed construction drawings, plans and figures for projects. |
| GIS Technician | HS diploma plus drawing or related experience; knowledge and experience with GIS. Performs data migration; data digitizing; prepares and alters terrain maps, charts, tables, drawings, and models; observes and records field data. |
| Intern | HS diploma and pursuing career in engineering or other related field. Support staff to identify, research, and solve technical issues. |
| Senior Administration Assistant | BA/BS or HS diploma plus 4+ years of administrative or 4+ years of accounting-related experience. Perform advanced administrative, construction clerk, or project-related tasks that support project. |
| Administrative Assistant | HS diploma plus administrative, construction, or accounting-related experience. Perform administrative, construction clerk, or project-related tasks that support project. |

# *BACKUP DOCUMENTS*

**POLK COUNTY**

COPY

February 17th Board of County Commissioners Regular Meeting
Agenda Item #

**SUBJECT**

Approve Consultant Services Authorization 2024-019-05 with Wright-Pierce, Inc. for Lift Station 302 Replacement Project ($593,097.00 not-to-exceed, one-time expense)

**DESCRIPTION**

The County provides wastewater services to the Northeast Regional Utility Service Area (NERUSA). In a separate task authorization, Wright-Pierce, Inc. (Consultant) studied NERUSA Lift Station 302 (LS 302) to determine potential improvements and developed three conceptual layout options for this site. The study's resultant Technical Memorandum (TM) addressed fats, oils, and grease/scum accumulation, access, wet well isolation, and improved maintenance and bypass pumping operations at LS 302. LS 302 is a master re-pump station located on CR 54. Replacement of the station will help ensure that PCU can provide efficient and reliable service through the station.

This Consultant Services Authorization includes project management, support services, preliminary/final design, permitting, pricing, and construction phase services in support of the project. The County has requested that the Consultant provide these services in support of the project.

**RECOMMENDATION**

Request Board approve Consultant Services Authorization 2024-019-05 with Wright-Pierce, Inc. for Lift Station 302 Replacement Project at a cost not to exceed $593,097.00.

**FISCAL IMPACT**

Funding in the amount of $593,097.00 is available in the Utilities five-year R&R CIP Wastewater Projects budget.

**CONTACT INFORMATION**

Hunter Johnson, PE
Utilities Division
Utilities CIP Projects Manager
(863) 344-9959

COPY

**Project Checklist**

- Project Name: CSA 2024-019-05 with Wright-Pierce, Inc. for Lift Station 302 Replacement Project
- Project Location: Northeast Regional Utility Service Area
- Source of Funds: Funding is available in 42011.680536034.5666000.6827000 (R&R CIP Wastewater Projects)
- Project Cost Summary: $593,097.00
- Certifications: This request has been reviewed by:

Hunter Johnson, PE
CIP Projects Manager

James Tully, PE, PG
Capital Improvement Program Manager

Charles Richards, CPA
Customer Service/Finance Manager

Tamara Richardson, PE
Utilities Division Director

COPY

# CONSULTANT APPROVAL FORM

**CPO**: If Consultant fee is under $50,000 & construction is under $250,000
**CSA**: If Construction is under $7,500,000;
OR for study activity if consultant fee is under $500,000- (FS 287.055 CCNA)

**CPO/CSA #:** 2024-019-05 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 12/12/2025 Division: Utilities

Project Manager's Name: Hunter Johnson Phone #: (863) 344-9959

Project Name: Lift Station 302 Replacement

Total Project Budget: $593,097.00 Project: 6827000

Estimate of Construction Cost: $5.9M

Proposed Consultant: Wright-Pierce, Inc. . Fee: $593,097.00

Master Consultant Agreement #2024-019

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

Approved By: Tamara Richardson Date 12-17-25
Division Director/Designee

**Procurement Division**

Date Received: 1/14/26 Date Reviewed by Analyst:

Approved by: Michele Sims
(Procurement Director/Designee)

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

Date Received: Date Reviewed: 1/14/26

Approved by:
(County Attorney Office Signature)

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

Date Received: 1/21/2026 Date Reviewed: 1/21/2026

Approved by:
(County Manager Office Signature)

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

Revised: 6/28/24(KB)

COPY

## Utilities Division -Signature Request/Routing Request

**PLEASE REVIEW AND APPROVE THE ENCLOSED DOCUMENTS AND FORWARD AS NOTED BELOW**

**Board Agenda Track**

**This item is slated for the (Month) 2 (Day) 17 (Year) 2026 Bocc Meeting**

**PROJECT TITLE:** Approve Consultant Services Authorization 2024-019-05 with Wright-Pierce, Inc. for Lift Station 302 Replacement Project ($593,097.00 not-to-exceed, one-time expense)

PROJECT MANAGER: Hunter Johnson

Number of original documents enclosed: 2

**MUST BE RETURNED BY : 1/13/2026**

- ✓ **PROCUREMENT /** Brad Howard: All originals with support are attached for your review and approval. **BRAD: Please forward this package to the County Attorney offices Attention Lisa Conran after signature.**
- ✓ **COUNTY ATTORNEY/**Thomas Norsworthy: All originals with support are attached for your review and approval. **LISA: Please forward this package to the Deputy County Manager offices, Atten: Mercades Johnson, after signature.**
- ✓ **DEPUTY CO. MGR. /** John Bhode: All originals with support are attached for your review and approval. **MERCADES: Please return this entire package back to Charles Richards in the Utilities Division after signature.**

**Please email me a quick message to let me know when this package has left your offices to the next party – THANKS!**

**ATTEN: Emily Perez, Mail Drawer UT01 (Phone: 863-298-4142)**

# REQUEST FOR LEGAL SERVICES

COPY

**To:** **County Attorney's Office- Attention : Tom Norsworthy**

**From:** Tamara Richardson, P.E. Utilities Director

**Division:** Utilities

**Prepared by: Emily** Perez **Phone Number: 863-298-4142**

**Date:** January 8th, 2026

**Subject:** Approve Consultant Services Authorization 2024-019-05 with Wright-Pierce, Inc. for Lift Station 302 Replacement Project ($593,097.00 not-to-exceed, one-time expense)

**BACKGROUND:**

The County provides wastewater services to the Northeast Regional Utility Service Area (NERUSA). In a separate task authorization, Wright-Pierce, Inc. (Consultant) studied NERUSA Lift Station 302 (LS 302) to determine potential improvements and developed three conceptual layout options for this site. The study's resultant Technical Memorandum (TM) addressed fats, oils, and grease/scum accumulation, access, wet well isolation, and improved maintenance and bypass pumping operations at LS 302. LS 302 is a master re-pump station located on CR 54. Replacement of the station will help ensure that PCU can provide efficient and reliable service through the station.

This Consultant Services Authorization includes project management, support services, preliminary/final design, permitting, pricing, and construction phase services in support of the project. The County has requested that the Consultant provide these services in support of the project.

**REQUESTED ACTION:**

Request Board approve Consultant Services Authorization 2024-019-05 with Wright-Pierce, Inc. for Lift Station 302 Replacement Project at a cost not to exceed $593,097.00.

**Need response no later than** **Tuesday** **1** **13** **2026**

**(day of month)** **(month)** **(day)** **(Year)**

APPROVED BY

_____

Tom Norsworthy

---

For County Attorney office use only:

Glenn Nunley 1/14/2026

_____

Date_____

Signature

Assign to : Tom

Date 1/15/26

County Attorney Project No: 26-30 Logged out: 1/20/26

## Selection Procedure for Consultants with Continuing Contracts

COPY

| | |
|---|---|
| **Division:** | **Utilities** |
| **Project Manager:** | **Hunter Johnson** |
| **Division Director:** | **Tamara Richardson, PE** |
| **Scope:** | **Lift Station 302 Replacement** |
| **CSA/CPO** | **CSA 2024-019-05** |
| **Date Analysis Performed** | **December 16, 2025** |

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) |
|---|---|---|---|---|---|
| AtkinsRéalis USA, Inc. | Y | Y | Y | N | Y |
| Black & Veatch Corp | Y | Y | Y | N | Y |
| Carollo Engineers, Inc. | Y | Y | Y | N | Y |
| CHA Consulting, Inc. (FKA Reiss Engineering, Inc.) | Y | Y | Y | Y | Y |
| Chastain-Skillman, Inc. | Y | Y | Y | Y | Y |
| CivilSurv Design Group Inc. | Y | Y | Y | Y | Y |
| Dewberry Engineers, Inc. | Y | Y | Y | Y | Y |
| Halff Associates, Inc. | Y | Y | Y | N | Y |
| Hazen and Sawyer, P.C. | Y | Y | Y | N | Y |
| Jones Edmunds & Assoc. | Y | Y | Y | Y | Y |
| Kennedy/Jenks Consultants, Inc. | Y | Y | Y | N | Y |
| Pennoni & Associates, Inc. | Y | Y | Y | Y | Y |
| Rummel, Klepper, and Kahl, LLP | Y | Y | Y | Y | Y |
| Tetra Tech, Inc. | Y | Y | Y | N | Y |
| Wright-Pierce, Inc. | Y | Y | Y | Y | Y |

**State justification for each firm not elevated and why:**

NA

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) |
|---|---|---|
| Black & Veatch Corp | Y | Y |
| AtkinsRéalis USA, Inc. | Y | Y |
| Black & Veatch Corp | Y | Y |
| Carollo Engineers, Inc. | Y | Y |
| CHA Consulting, Inc. (FKA Reiss Engineering, Inc.) | Y | Y |
| Chastain-Skillman, Inc. | Y | Y |
| CivilSurv Design Group Inc. | Y | Y |
| Dewberry Engineers, Inc. | Y | Y |
| Halff Associates, Inc. | Y | Y |
| Hazen and Sawyer, P.C. | Y | Y |
| Jones Edmunds & Assoc. | Y | Y |
| Kennedy/Jenks Consultants, Inc. | Y | Y |
| Pennoni & Associates, Inc. | Y | Y |
| Rummel, Klepper, and Kahl, LLP | Y | Y |
| Tetra Tech, Inc. | Y | Y |
| Wright-Pierce, Inc. | Y | Y |

**State justification for each firm not elevated and why:**

NA.

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) |
|---|---|---|
| Dewberry Engineers, Inc. | $ 1,809,100 | N |
| Black & Veatch Corp | $ 1,543,535 | N |
| Kennedy/Jenks Consultants, Inc. | $ 833,804 | N |
| Carollo Engineers, Inc. | $ 440,654 | N |
| Wright-Pierce, Inc. | $ 307,381 | Y |
| Tetra Tech, Inc. | $ 291,448 | N |
| CivilSurv Design Group Inc. | $ 255,628 | N |
| Rummel, Klepper, and Kahl, LLP | $ 213,750 | N |
| Hazen and Sawyer, P.C. | $ 197,390 | N |
| Jones Edmunds & Assoc. | $ 159,202 | N |
| Halff Associates, Inc. | $ 157,202 | N |
| AtkinsRéalis USA, Inc. | $ 130,143 | N |
| CHA Consulting, Inc. (FKA Reiss Engineering, Inc.) | $ 113,885 | N |
| Pennoni & Associates, Inc. | $ 69,000 | N |
| Chastain-Skillman, Inc. | $ 42,722 | N |

Step 4:

**State justification, If the chosen consultant does not have the least amount of contract obligation.**

Dewberry, Black and Veatch, Kennedy/Jenks, and Carollo Engineers all more contract awards compared to Wright-Pierce during the period evaluated. Wright Pierce conducted a recent study of LS 302 evaluating various configuration options and conceptual layouts. As a result, Wright-Pierce has more knowledge of the site, associated requirements, and County objectives compared to the remianing consultants. As a result, based upon their expertise, experience, personnel, and extensive support and familiarity with the subject area, it is in the best interest of the County that Wright-Pierce provide the requested services.

Step 5:

**Based on the procedures and step analysis above, Wright-Pierce, Inc. is selected.**

WRIGHTP-01 CJOHNSON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/9/2025

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

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

| | |
|---|---|
| PRODUCER<br>Ames & Gough<br>859 Willard Street<br>Suite 320<br>Quincy, MA 02169 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888<br>E-MAIL ADDRESS: boston@amesgough.com |
| INSURED<br>Wright-Pierce<br>11 Bowdoin Mill Island<br>Suite 140<br>Topsham, ME 04086 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Berkshire Hathaway Specialty Insurance Company (A++XV) — 22276<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Professional Liab. | | | 47EPP31360305 | 1/1/2025 | 1/1/2026 | Per Claim Limit | 5,000,000 |
| A | | | | 47EPP31360305 | 1/1/2025 | 1/1/2026 | Aggregate Limit | 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with the policy terms and conditions.

RE: CSA No. 2024-019-05, LS 302 Replacement
30 day notice of cancellation will be issued in accordance with policy terms and conditions.

**CERTIFICATE HOLDER**

Polk County, A Political Subdivision of
the State of Florida
330 W. Chuch Street MC #AS05
Bartow, FL 33830

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
Jared Maxwell


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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/9/2025

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

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

| | |
|---|---|
| PRODUCER<br>Edgewood Partners Ins Center<br>3780 Mansell Rd. Suite 370<br>Alpharetta GA 30022 | CONTACT NAME: Mitchell Walck<br>PHONE (A/C, No, Ext): 470.582.9324 FAX (A/C, No): 470.582.9324<br>E-MAIL ADDRESS: greylingcerts@greyling.com |
| INSURED WRIGHTP<br>Wright-Pierce<br>78 Blanchard Rd, Suite 404<br>Burlington, MA 01803 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Hartford Underwriters Insurance Company — 30104<br>INSURER B : Nutmeg Insurance Company — 39608<br>INSURER C : Hartford Fire Insurance Company — 19682<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 1682922691 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [X] LOC<br>OTHER: | Y | Y | 20SBWAP6AAL | 1/1/2025 | 1/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | 20UEGEI3499 | 1/1/2025 | 1/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [X] RETENTION $ 10,000 | Y | Y | 20SBWAP6AAL | 1/1/2025 | 1/1/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 20WEGAP5YF8 | 1/1/2025 | 1/1/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

Re: CSA No. 2024-019-05, LS 302 Replacement.
Polk County A Political Subdivision of the State of Florida is named as an Additional Insured with respects to General & Automobile Liability where required by written contract.
Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law.
The umbrella policy applies in excess of the above-referenced General, Automobile, and Employers' Liability limits.
Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

**CERTIFICATE HOLDER**

Polk County A Political Subdivision of the State of Florida
330 W. Church Street MC #AS05
Bartow FL 33830

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Gregg Bachelder

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## Perez, Emily

**From:** St. Jean, Mitch
**Sent:** Thursday, January 8, 2026 3:46 PM
**To:** Perez, Emily
**Subject:** Re: LS 302 Replacement - Wright Pierce CSA 2024-019-05 adequate insurance information

Yes, the certificate of insurance provided is in accordance with our requirements.

Thanks,

Mitch St. Jean, CWCL
Safety & Claims Administrator
Polk County Board of County Commissioners
Risk Management Division
P. O. Box 9005, Drawer AS06
Bartow, FL 33831
Ph: 863-534-5268
Fax: 863-519-4726
mitchstjean@polkfl.gov

---

**From:** Perez, Emily <EmilyPerez@polkfl.gov>
**Sent:** Thursday, January 8, 2026 3:11 PM
**To:** St. Jean, Mitch <mitchstjean@polkfl.gov>
**Subject:** RE: LS 302 Replacement - Wright Pierce CSA 2024-019-05 adequate insurance information

Please see attached 😊

**From:** St. Jean, Mitch <mitchstjean@polkfl.gov>
**Sent:** Thursday, January 8, 2026 2:07 PM
**To:** Perez, Emily <EmilyPerez@polkfl.gov>
**Subject:** Re: LS 302 Replacement - Wright Pierce CSA 2024-019-05 adequate insurance information

Emily,

Only the COI was attached. Will you please forward a copy of the agreement?

Thanks,

Mitch St. Jean, CWCL
Safety & Claims Administrator
Polk County Board of County Commissioners
Risk Management Division
P. O. Box 9005, Drawer AS06
Bartow, FL 33831
Ph: 863-534-5268

Fax: 863-519-4726
mitchstjean@polkfl.gov

---

**From:** Perez, Emily <EmilyPerez@polkfl.gov>
**Sent:** Thursday, January 8, 2026 11:50 AM
**To:** St. Jean, Mitch <mitchstjean@polkfl.gov>
**Subject:** LS 302 Replacement - Wright Pierce CSA 2024-019-05 adequate insurance information

Dear Mitch, please see attached certificate of insurance for the attached agreement. Please review the certificate of insurance and advise if it meets county requirements Thank you.

Emily Perez
Administrative Specialist
Polk County Utilities
1011 Jim Keene Blvd.
Winter Haven, FL 33880
(863) 298-4142

Agenda Item G.2. 2/17/2026

## SUBJECT

Approve Ninth Amendment to Encroachment Management Agreement Between United States of America and Conservation Florida and Polk County to provide $1,300,000 of Air Force Readiness and Environmental Protection Integration (REPI) funds towards acquisition within the Sentinel Landscape ($1,300,000.00 one-time funding).

## DESCRIPTION

Polk County (COUNTY) has partnered with the Department of Defense (DOD) to acquire conservation lands and protect wildlife corridors, such as the South Lake Walk-in-Water conservation easements. DOD provides funding for conservation land acquisitions to local governments or nonprofits that are approved as an Eligible Entity. On August 5, 2025, the COUNTY, DOD and Conservation Florida entered into the Eighth Amendment to Encroachment Management Agreement, which made the COUNTY an Eligible Entity.

The partnership between the Department of Defense, Conservation Florida and Polk County is beneficial for all parties. It allows for the purchase of Less-than-Fee properties with a willing landowner, for conservation purposes and assists the military with management of the Military Influence Planning Areas (MIPA) within the Sentinel Landscape.

The MIPA boundaries are broken down into three sections, and these areas may consist of day and night low level aircraft overflight, and military training noise during training exercises. The Sentinel Landscape is a coalition of federal agencies, state and local governments, and non-governmental organizations that work with willing landowners and land managers to advance sustainable land use practices around military installations and ranges. This partnership assists the COUNTY in establishing wilderness and wildlife corridors that protect our waters, working landscapes and wilderness areas.

In 2025, DOD requested, on behalf of the partnership, REPI funding from the Air Force to go towards acquisition of lands within the Sentinel Landscape. The Air Force agreed to provide one million, three hundred thousand dollars ($1,300,000). Approval of the Ninth Amendment to the Encroachment Management Agreement, secures this partnership funding. Polk County, as an Eligible Entity, will then be able to utilize the approved funding for future land acquisitions.

## RECOMMENDATION

Approve Ninth Amendment to Encroachment Management Agreement Between United States of America and Conservation Florida and Polk County to provide $1,300,000.00 of Air Force REPI funds

towards acquisition within the Sentinel Landscape.

## FISCAL IMPACT

Funding from the Readiness and Environmental Protection Integration (REPI) program in the amount of $1,300,000.00, will be available with this agreement for acquisition of conservation land.

## CONTACT INFORMATION

Tabitha Biehl, Director
Parks and Natural Resources Division
(863) 534-7377
tabithabiehl@polk-county.net

**From:** Biehl, Tabitha
**To:** Leidinger, Jennifer
**Cc:** Moherek, Brooke
**Subject:** FW: 9th EMA for approval for Board Meeting
**Date:** Wednesday, January 21, 2026 4:31:24 PM

---

Please use this email for the legal approval.

Thank you,

Tabitha Biehl, CPM, CPRP
Director
Polk County
Parks & Natural Resources Division
4177 Ben Durrance Rd
Bartow, Fl 33830
office: 863-534-7377
cell: 863-899-8157
fax: 863-534-7374

---

**From:** Norman, Dane <DaneNorman@polkfl.gov>
**Sent:** Wednesday, January 21, 2026 2:37 PM
**To:** Moherek, Brooke <BrookeMoherek@polkfl.gov>
**Cc:** Hicks, Breezi <BreeziHicks@polkfl.gov>; Biehl, Tabitha <TabithaBiehl@polkfl.gov>
**Subject:** RE: 9th EMA for approval for Board Meeting

Good afternoon, Brooke (and Tabitha) –

I do not have any legal concerns with this. Please proceed with seeking Borad Approval.

Thank you,

Dane W. Norman
Assistant County Attorney
Polk County Attorney's Office
330 W. Church Street | P.O. Box 9005 | Drawer AT01| Bartow, FL 33831-9005
Email: danenorman@polkfl.gov
Phone (O): (863) 534-5822
Phone (C): (863) 344-0929
Fax: (863) 534-7654

**From:** Moherek, Brooke <BrookeMoherek@polkfl.gov>
**Sent:** Wednesday, January 21, 2026 7:20 AM
**To:** Norman, Dane <DaneNorman@polkfl.gov>
**Cc:** Hicks, Breezi <BreeziHicks@polkfl.gov>; Biehl, Tabitha <TabithaBiehl@polkfl.gov>
**Subject:** 9th EMA for approval for Board Meeting

Good Morning Dane,

I wanted to send over the ninth amendment to the EMA for you to review. We are hoping to have this in the board meeting for 2/3. We will be sending over jard copies via interoffice mail but wanted it on your radar to hopefully review and approve for the meeting. Tabitha, is available for questions by phone!

Thank you!

***Please note that my e-mail has changed to BrookeMoherek@polkfl.gov****

Thanks,
Brooke Moherek
Project Management Specialist
Polk County Parks and Natural Resources
4177 Ben Durrance Road
Bartow, FL 33830
Cell: (863) 209-3154
Office: (863) 534-7377 ext. 244

"Let the beauty of what you love be what you do" -Rumi

**NINTH AMENDMENT TO**

**ENCROACHMENT MANAGEMENT AGREEMENT**

**BETWEEN THE**

**UNITED STATES OF AMERICA**

**AND**

**CONSERVATION FLORIDA AND POLK COUNTY**

This **NINTH AMENDMENT TO ENCROACHMENT MANAGEMENT AGREEMENT** (**"Ninth Amendment"**) is made between **THE UNITED STATES OF AMERICA**, acting by and through the **SECRETARY OF THE AIR FORCE** (the "**Air Force**"), and **CONSERVATION FLORIDA**, a non-profit corporation incorporated in the State of Florida (**"Conservation Florida"** or **"Eligible Entity"**), **and POLK COUNTY**, a Political subdivision of the State of Florida (**"Polk County"** or **"Eligible Entity"**). Conservation Florida and Polk County are each individually called an "Eligible Entity" or collectively referred to as the "Eligible Entities". The Air Force and Eligible Entities are sometimes collectively referred to as the "**Parties**," or each may be referred to as a "**Party**," in this Ninth Amendment.

**WITNESSETH:**

**WHEREAS**, the Air Force and Conservation Florida entered into that certain Encroachment Management Agreement dated September 23, 2020, as amended by that certain First Amendment to Encroachment Management Agreement dated June 5, 2021, Second Amendment to Encroachment Management Agreement dated August 26, 2021, Third Amendment to Encroachment Management Agreement dated March 17, 2022, Fourth Amendment to Encroachment Management Agreement dated September 28, 2022, Fifth Amendment to Encroachment Management Agreement dated April 12, 2023, Sixth Amendment to Encroachment Management Agreement dated September 11, 2023, Seventh Amendment to Encroachment Management Agreement dated April 30, 2025, and Eighth Amendment to Encroachment Management Agreement dated August 5, 2025 (collectively, the **"Agreement"**);

**WHEREAS**, the Agreement serves as the basis for the obligation of funds for the purpose of carrying out the Agreement as provided in Article 4, Article 5, and Article 6; which also provides that the Air Force notify the Eligible Entity when appropriations are available;

**WHEREAS**, pursuant to such purposes, the Parties hereby amend the Agreement to incorporate the additional funding amounts for fiscal year 2026 ("**FY26**") as set forth herein;

**WHEREAS**, the Parties agree that this Ninth Amendment shall not otherwise modify the provisions of the Agreement, except as expressly provided herein.

**NOW THEREFORE,** for and in consideration of good and valuable consideration, mutual covenants and promises of the Parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to this Ninth Amendment as follows:

1. The above recitals are true and correct.

2. Section 6.2.7 is added to the Agreement as follows:

In FY26, the Air Force agrees to provide an additional **ONE MILLION THREE HUNDRED THOUSAND DOLLARS ($1,300,000.00) of AIR FORCE REPI FUNDS** towards the purpose and scope of the Agreement.

3. Section 10.6 of the Encroachment Management Agreement is deleted and replaced with the following new section:

10.6. Agreement Administration/Amendments. Amendments or modifications to this Agreement shall follow these procedures: The party who wishes to amend this Agreement shall, upon reasonable notice of the proposed amendment to the other parties, confer in good faith with the other parties to determine the desirability of the proposed amendment. The Agreement can only be amended by the mutual consent of the Parties, and such amendments shall not be effective until a written amendment is signed by both Agreement signatories, or their authorized successors. Notwithstanding the foregoing, as per Section 6.2 the DAF may unilaterally amend this Agreement to document additional FY funding that becomes available to obligate with such amendment to this Agreement. If DAF elects to do so, the DAF will forward a copy of the amendment to the Eligible Entity upon execution by the DAF.

4. All other terms of the Agreement remain unchanged and in full force and effect and are hereby ratified and confirmed as of the Effective Date of this Ninth Amendment.

5. The Effective Date of this Ninth Amendment shall be the date upon which the last of the Parties executes this Ninth Amendment.

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[SIGNATURES FOLLOW]

**IN WITNESS WHEREOF**, the Parties hereto by their duly authorized representatives have caused this Ninth Amendment to be executed in their names as of the day and year indicated below.

**"ELIGIBLE ENTITY"**

**CONSERVATION FLORIDA, a non-profit corporation incorporated in the State of Florida**

By:_____

TRACI DEEN

Executive Director/CEO

Date: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES FOLLOW]

**"ELIGIBLE ENTITY"**

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

By:_____

Chair

Board of County Commissioners

Date: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES FOLLOW]

**"AIR FORCE"**

**THE UNITED STATES OF AMERICA**, acting by and through **THE SECRETARY OF THE AIR FORCE**

By:_____

BRENDA L. ROESCH
Director, Installations
Air Force Civil Engineer Center

Date: _____

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Agenda Item I.1. 2/17/2026

## SUBJECT

Appoint Mr. T. Chad Barron to replace Rob Harper on the Comprehensive Plan Advisory Committee.

## DESCRIPTION

The Comprehensive Plan Advisory Committee (CPAC) was approved by the Board on April 1, 2025, to consist of 15 members to meet twice a month for approximately six months or longer to review and provide input into the draft policies for the ongoing Comprehensive Plan update. Each Board member appointed two members. One of the original members, Rob Harper, has resigned. Mr. Harper was appointed by Commissioner Wilson who has chosen Mr. T. Chad Barron as a replacement.

## RECOMMENDATION

Request Board appoint T. Chad Barron to replace Rob Harper on the Comprehensive Plan Advisory Committee (CPAC).

## FISCAL IMPACT

No Fiscal Impact

## CONTACT INFORMATION

Chanda Bennett, AICP, Comprehensive Planning Administrator
Land Development Division
863.534.6484
chandabennett@polkfl.gov

TIMOTHY CHASE “CHAD” BARRON

Auburndale, Florida • 863.944.0098

TChadBarron@gmail.com • www.linkedin.com/in/tchadbarron



**EXECUTIVE SUMMARY**

Dynamic and mission-driven financial executive turned consultant with over two decades of progressive leadership in the automotive industry. Proven track record of helping lead a high-performing dealership organization while building strong financial foundations, operational efficiency, and ethical leadership practices. Founder of A Higher Calling Consulting LLC, providing fractional CFO and financial leadership services to small and growing businesses. Passionate about community impact, mentorship, and values-driven leadership.

**CORE COMPETENCIES**

Strategic Financial Leadership

Corporate Governance & Board Advisory

Financial Reporting & Internal Controls

Contract Negotiation & Compliance

Budgeting, Forecasting & Cash Flow Management

ERP Systems & Process Optimization

Organizational Development

Community Engagement & Nonprofit Leadership

**PROFESSIONAL EXPERIENCE**

A Higher Calling Consulting LLC — Auburndale, Florida

Founder & CEO (Dec 2025 – Present)

• Provide fractional CFO and financial leadership services to small and growing businesses that need executive-level financial strategy without a full-time CFO.

• Advise business owners on cash flow management, profitability improvement, budgeting, forecasting, and growth planning.

• Develop financial systems, reporting structures, and internal controls to support scalable and values-driven operations.

• Serve as a strategic advisor to leadership teams on financial decision-making, capital planning, and operational efficiency.

Bartow Ford Co. — Bartow, Florida

Chief Financial Officer | Board Member (Jan 2017 – Dec 31, 2025)

• Advised CEO and Board on all corporate financial matters for a large, high-performing dealership organization with 300+ employees.

• Oversaw financial operations including P&L, cash flow, audits, 401(k), payroll, taxes, insurance, and compliance.

• Led key strategic initiatives that streamlined operations and boosted customer satisfaction ratings.

• Championed operational efficiency across departments to foster sustainable growth and innovation.

Controller (Jul 2016 – Dec 2016)

Assistant Controller (Feb 2013 – Jul 2016)

Finance Director (2009 – 2013)

Finance Manager (2006 – 2009)

Assistant Finance Manager (2004 – 2005)

Aftermarket Sales / Delivery Coordinator (2003 – 2004)

Titles Clerk (2001 – 2003)

Secured Assurance Warranty, Inc.

Secretary / Treasurer | Minority Owner (Feb 2016 – Present)

OPTAVIA

Certified Independent Coach (May 2021 – Present)

**EDUCATION & CERTIFICATIONS**

National Automotive Dealers Association Academy Graduate – Class N420

Managerial & Fundamental Accounting – Polk State College

US College of Automotive Excellence – Finance & Insurance

Business Management/Administration – Hillsborough Community College

Theology – Liberty University

Proficiency in Reynolds & Reynolds ERA Systems

**COMMUNITY LEADERSHIP & SERVICE**

VP, Board of Directors – The Mission of Winter Haven

Vice Chair – Leadership Polk Alumni Association

Big Brother – Big Brothers, Big Sisters of Tampa Bay

Member – Access Church Lakeland

Leadership Polk- Polk Vision- Class XIX Chair

Public Service Leadership Program – Polk Vision (2024)

Inside Polk County Public Schools – Graduate (2023)

Leadership Polk – Class XV President (2022)

Board Member – Habitat for Humanity of Lakeland (past)

Safety Boat Captain & Board Member – Cypress Gardens Water Ski Team (past)

**PROFESSIONAL RECOGNITION & DEVELOPMENT**

Leadership Polk – Class XV (2022)

Polk Emerging Leader Award (2021)

Professional Development Academy – PSC Corporate College (2017–2018)

Leadership Bartow – Class XV (2014)

Ford Motor Company Master Certification – Financial Services (2008)

Polk County

Board of County Commissioners

Agenda Item N.1. 2/17/2026

## SUBJECT

Public Hearing (LDCPAL 2025-8 Noth Ridge SAP PIX Text Change CPA) (Adoption Hearing) to consider the adoption of a Large-Scale Comprehensive Plan Text Amendment to Policy 2.131-Q4. L. c. (g) in the North Ridge Selected Area Plan (SAP) regarding limitations on commercial uses in the Professional Institutional-X (PIX) Future Land Use designation. This request is related to a Land Development Code text amendment (LDCT-2025-14). (No Fiscal Impact)

## DESCRIPTION

This is an applicant-initiated request for property located within the North Ridge Selected Area Plan (SAP) to amend Policy 2.131-Q4.L.c.(g) to change the retail and commercial limitation from 25 percent to 30 percent of the Professional Institutional-X (PIX) district with allowances for higher percentage with a Level 3 Conditional Use.

State law requires one Planning Commission hearing, which was held on September 10, 2025, with a recommendation for approval (Vote 7:0). A transmittal hearing was held on November 4, 2025 and the BoCC approved transmittal to the Florida Department of Commerce. This is the adoption hearing.

## RECOMMENDATION

Adopt

## FISCAL IMPACT

No Fiscal Impact

## CONTACT INFORMATION

Robert Bolton Planner III
Land Development Division
863-534-6468
robertbolton@polkfl.gov <mailto:robertbolton@polkfl.gov>

# POLK COUNTY
# DEVELOPMENT REVIEW COMMITTEE
# STAFF REPORT

| | |
|---|---|
| **DRC Date:** | July 31, 2025 |
| **Planning Commission Date:** | September 10, 2025 |
| **BoCC Dates:** | November 4, 2025 Transmittal, and February 17, 2026 Adoption |
| **Applicant:** | Justin Ham, Kimley-Horn |
| **Level of Review:** | Level 4 Review, Comprehensive Plan Text Amendment |
| **Case Number and Name:** | LDCPAL-2025-8 North Ridge SAP PIX Comprehensive Plan Text CPA (Related to LDCT-2025-14 North Ridge SAP LDC Text Amendment) |
| **Request:** | Applicant-initiated request for a Large Scale Comprehensive Plan text amendment to Policy 2.131-Q4. L. c. (g) to amend the retail and commercial limitation from 25 percent to 30 percent of the Professional Institutional-X (PIX) district with allowances for higher percentage with a Level 3 Conditional Use. |
| **Location:** | North Ridge Selected Area Plan |
| **Property Owner:** | N/A |
| **Parcel Size:** | N/A |
| **Development Area:** | Transit Supportive Development Area (TSDA) |
| **Future Land Use:** | N/A |
| **Nearest Municipality** | Davenport |
| **DRC Recommendation:** | Approval |
| **Planning Commission Vote:** | Approval 7:0 |
| **Florida Commerce** | 25-07ACSC, no Objections, Recommendations and Comments |
| **Case Planner:** | Robert Bolton, Planner III |

The Comprehensive Plan policy change is to Section 2.131-Q Northridge Selected Area Plan:

1) Section 2.131 Q4. L c.: c. Development Criteria - Development within a PIX shall conform to the following criteria:
   (g) Retail and commercial uses are limited to ~~25~~ 30 percent of the PIX district. ~~Future expansions shall require review by the County to meet the then needed infrastructure improvements.~~ A higher percentage of the limited 30 percent of retail and commercial uses shall be permitted through a Level 3 Conditional Use. At no time may the commercial uses exceed the maximum floor area ratio of 0.70.

**Summary of Analysis**

This is an applicant-initiated amendment revising Comprehensive Plan policies in Section 2.131-Q Northridge Selected Area Plan related to the Professional Institutional-X (PIX) Future Land Use. This request is related to LDCT-2025-14 North Ridge SAP PIX LDC Text Amendment, requesting to amend LDC Chapter 4 Section 401.06.E North Ridge Selected Area Plan. The Comprehensive Plan limits retail and commercial uses to 25 percent of the PIX district. The Land Development Code limits retail and commercial uses to 20 percent of the PIX district. This request and the related request (LDCT-2025-14) are intended to create consistency between the Comprehensive Plan and the Land Development Code on the limitation of retail and commercial within the PIX district and allow more flexibility. An increase in the retail and commercial limit to 30 percent is requested which would create consistency with the Employment Center-X (ECX) district, which has very similar retail and commercial development standards and a 30 percent limitation within each district.

**Background** – The North Ridge Selected Area plan was adopted on March 6, 2002 by Ordinance 02-13. Northeast Polk County has three (3) Selected Area Plans (SAP), Ronald Reagan, and North Ridge. Theses SAP's were adopted to provide guidance and order to the growth that was happening and anticipated in the future. The North Ridge represents the southern SAP within northeast Polk County and represents a significant portion of the undeveloped land along the US Highway 27 corridor. All three of the SAP's have experienced significant residential development, and continuing to experience continued growth demand. The Professional Institutional-X (PIX) district is an Activity Center designated only within an SAP that is designated to allow health related and other professional facilities and support businesses, while allowing for residential as well as retail and commercial components as allowed by the SAP's Land Use Table within the Land Development Code.

**Need for amendment** – The need for the amendment is to create consistency between the Comprehensive Plan and the Land Development Code on the limitation of retail and commercial within the PIX district. An increase in the retail and commercial limit to 30 percent from 25 percent is requested which would create consistency with the Employment Center-X (ECX) district, which has very similar retail and commercial development standards and a 30 percent limitation within each district. The PIX districts within the North Ridge SAP are limited to the US Highway 27 corridor. As this area continues to develop the inconsistency within the PIX was identified, this Text Amendment is needed to correct the inconsistency. The request to increase the limit retail and commercial limit to 30 percent will allow for a consistency with the Employment Center-X (ECX) limitation for retail and commercial at 30 percent. The two Future Land Use districts have very similar Permitted and Conditional Use retail and commercial uses and fiction similar within the SAP, it is considered that a consistency between the two districts would help streamline retail and commercial development and retail and commercial reviews of developments within the SAP..

**Relevant Sections, Policies, and/or Regulations to Consider:**
Policy 2.102-A1: Development Location
Policy 2.102-A2: Compatibility
Section 2.131-Q Northridge Selected Area Plan
LDC Chapter 4 Section 401.06.E North Ridge Selected Area Plan

## Findings of Fact

### Request and Legal Status

- Applicant-initiated request for a Large Scale Comprehensive Plan text amendment to Policy 2.131-Q4. L. c. (g) to amend the retail and commercial limitation from 25 percent to 30 percent of the Professional Institutional-X (PIX) district with allowances for higher percentage with a Lavel 3 Conditional Use.

- The Professional Institutional-X (PIX) districts within the North Ridge Selected Area Plan (SAP) total five (5) separate areas and range in size from 2.9± acres to 107.2± acres.

- The request to increase the retail and commercial development area size from 25 percent to 30 percent will provide for a net increase of retail and commercial land area for each district of 0.15± acres to 4.9± acres. For the majority of the districts the increase would be negligible.

- Section 2.131-Q of the Comprehensive Plan and Section 401.06 of the Land Development Code both mention and address the Professional Institutional-X (PIX) in the North Ridge SAP.

- Table 4.16 in the Land Development Code is a use table for the North Ridge SAP.

- The Employment Center-X (ECX) in the North Ridge SAP has a 30 percent retail cap with a larger percentage permitted through a Level 3 Conditional Use.

### Compatibility and Infrastructure

- The Professional Institutional-X (PIX) districts in the North Ridge SAP are all located within the Transit Supportive Development Area (TSDA) and would require connection to water and sewer.

- This request is related to LDCT-2025-1 which is a Land Development Code Text Amendment to Section 401.06.E to (1) increase allowable area for Gas Stations from 20% to 30%, with allowances for higher percentage with a Level 3 Conditional Use, (2) amend signalized intersection of a principal arterial road to with direct access to a principal arterial roadway via an internal road network and, (3) to modify the retail cap for Professional Institutional-X (PIX) and (4) add a limitation for Retail in the PIX of 30% without a Level 3 Conditional Use.

### Comprehensive Plan Policies and Land Development Code Regulations

- 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.

- SECTION 2.131-Q North Ridge Selected Area Plan:
  - L. Professional Institutional (PIX)
    - C. Development Criteria
      - (g) Retail and commercial uses are limited to 25 percent of the PIX district. Future expansions shall require review by the County to meet the then needed infrastructure improvements. At no time may the commercial uses exceed the maximum floor area ratio of 0.70.

- LDC SECTION 40.106 North Ridge Selected Area Plan:
  - E. Modified Uses
    - 3. Conditional Uses
      - i. Gas Station
      - (1) Gas Stations are considered to be retail/commercial uses and shall not exceed the 20% limit of such retail/commercial uses allowed throughout the ECX district.

**Recommendation**

**Development Review Committee Recommendation:** Based on the information provided and the analysis conducted within this staff report, the Development Review Committee finds that with the proposed conditions the request **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code. Therefore, the Development Review Committee (DRC) recommends **APPROVAL of LDCPAL-2025-8. (Related to LDCT-2025-14 North Ridge SAP LDC Text Amendment)**

**Planning Commission Recommendation:** On September 10, 2025, at an advertised public hearing, the Planning Commission recommend 7:0, to **APPROVE LDCPAL-2025-8.**

**Department of Economic Opportunity:** 25-07ACSC, No Objections, Recommendations and Comments

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.

**Analysis:**

The applicant wishes to exceed the retail and commercial limitations within one of the Professional Institutional-X (PIX) districts within the North Ridge SAP. The inconsistency between the Comprehensive Plan and Land Development Code was raised as well as the typical development of the existing PIX and Employment Center-X (ECX) limitations for retail and office use. The Land Development Code limits retail and commercial development to 20% of the PIX district, while the Comprehensive Plan limits retail and commercial development to 30% of the PIX district. The ECX districts within the North Ridge SAP limits Retail and commercial development to 30% of the district with an allowance for a higher percentage with a Level 3 Conditional Use. Within the North Ridge SAP the PIX and ECX districts are developing out in a similar nature with similar uses within Table 4.16 Table of Standard Used for the North Ridge SAP. The applicant requested a Text Amendments to both the Comprehensive Plan and the Land Development Code (LDCT-2025-8).

Policy issue - The proposal of the PIX in the North district permits retail and commercial uses. However, Policy 2.131-Q4. L. c. (g) has a limitation of 25 percent of the land within each PIX district. Within the Land Development Code, Chapter 4 Section 401.06.E.3.i.1. specifies a limitation of 20 percent of retail and commercial. The companion text amendment (LDCT-2025-14) also is reference to this issue.

An analysis of the five (5) PIX districts within the North Ridge SAP indicates a total acreage of 162.9± acres, individual districts range from 2.9± acres to 107.2± acres. An analysis of each of the districts indicates that the net increase for each district would range from 0.15± acres to 4.9± acres each. Two (2) of the districts would have less that a ¼ acre increase each, one indicating an increase of less than one (1) acre, with the next largest at just under 1.5 acres and the larges at approximately 4.9 acres. For the majority of the districts the increase would be negligible, for the district that indicates an approximate 4.9 acre increase, a good portion of the district is located in an area that is typically not well suited for retail of commercial development. Typically, retail and commercial development is located with good atrial or collector road frontage or good access. Within the North Ridge SAP are a full complement of public services. Retail and commercial uses do not impact the school system.

The request would make the retail and commercial limits the same within the PIX and ECX. An analysis of the two (2) districts indicates very similar allowable uses, either Permitted or by Conditional Use. Exhibit 4 is a Table of the PIX and ECX uses, non-allowed uses excluded. Of the 61 uses shown two (2) of the retail uses are not allowed withing the PIX nor the ECX districts, one (1) additional use (Retail more than 65,000 sf) is not allowed within the PIX the remaining retail or commercial uses are either Permitted or a Conditional Use 1 or 2 for both the PIX and ECX. One exception is a Gas Station which is a C2 in the PIX and a C3 with in the ECX. The high level of similarity in allowable uses within the retail and commercial uses provides strong justification for the amendment providing for the consistency of a 30% limitation for retail and commercial development within both the PIX and ECX districts.

It is noted that neither this Text Amendment, nor the related LDCT-2025-14 Land Development Code Text Amendment alters any other development standard within the code..

**Infrastructure Impacts -** This does remove some barriers to development that can lead to more growth. However, the PIX has vested development rights and the increase for a portion of the possible uses within the district is considered minimal. These changes will encourage development in an area already planned for such. Any infrastructure impacts will be implemented and required per the concurrency standards listed in Chapter 7 of the LDC.

**Comparisons to other Jurisdictions:**

Special policies and development code regulations are common in other jurisdictions throughout Florida; however the North Ridge SAP is unique to Polk County. The current requested is a change to the Comprehensive Plan and related request (LDCT-2025-14) of the Land Development Code. Section 2.131-Q of the Comprehensive Plan was created for the North Ridge Selected Area Plan with Section 401.06.E. of the Land Development Code created for the North Ridge Selected Area Plan. It seems appropriate to make these changes to the policy related within the Section 2.131-Q to be consistent with Section 401.06.E. of the Land Development Code.

## Limits of the Proposed Ordinances

The scope of the amendment will impact new development within Profesional Institutional-X (PIX) Future Land Use Districts within the North Ridge Selected Area Plan (SAP). The policy and related Land Development Code changes (LDCT-2025-14) are meant to allow for a concistancy of development standards with the Empoyment Center-X (ECX) within the North Ridge SAP.

## Consistency with the Comprehensive Plan

**Consistency with the Comprehensive Plan and Land Development Code**
Many policies within the Comprehensive Plan are reviewed for consistency with an application. The most relevant policies for the proposed request are included in this section. The policy is first stated and then an analysis of how the request is provided to state that it may or may not be consistent with the Comprehensive Plan. How the request is **consistent or inconsistent** with the Comprehensive Plan is listed below:

*Table 8 Consistency with the Comprehensive Plan*

| Policy | Consistency |
|---|---|
| **Policy 2.102-A**1: **Development Location** – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities. | The proposed text amendments are a small change to allow for an increase within one of several FLU districts within the North Ridge SAP. It may result in some increased development; however, the PIX districts are located where growth is planned to be. The request is consistent with this policy and with the existing development allowances elsewhere in Polk County. |
| **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, | The proposed policy text changes along with the other requirements in the Land Development Code such as Section 220 ensure compatibility with the new uses. |

| Policy | Consistency |
|---|---|
| so that one or more of the following provisions are accomplished:<br>a. there have been provisions made which buffer incompatible uses from dissimilar uses;<br>b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use;<br>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. | |
| **SECTION 2.131-Q North Ridge Selected Area Plan**, L. Professional Institutional (PIX), C. Development Criteria, (g) Retail and commercial uses are limited to 25 percent of the PIX district. Future expansions shall require review by the County to meet the then needed infrastructure improvements. At no time may the commercial uses exceed the maximum floor area ratio of 0.70. | The proposed policy change will allow the PIX to be consistent with the Land Development Code. The increase in the limitation for retail and commercial within a district to increase from 25 percent to 30 percent is a nominal increase and should not have a material impact on the County's infrastructure. |

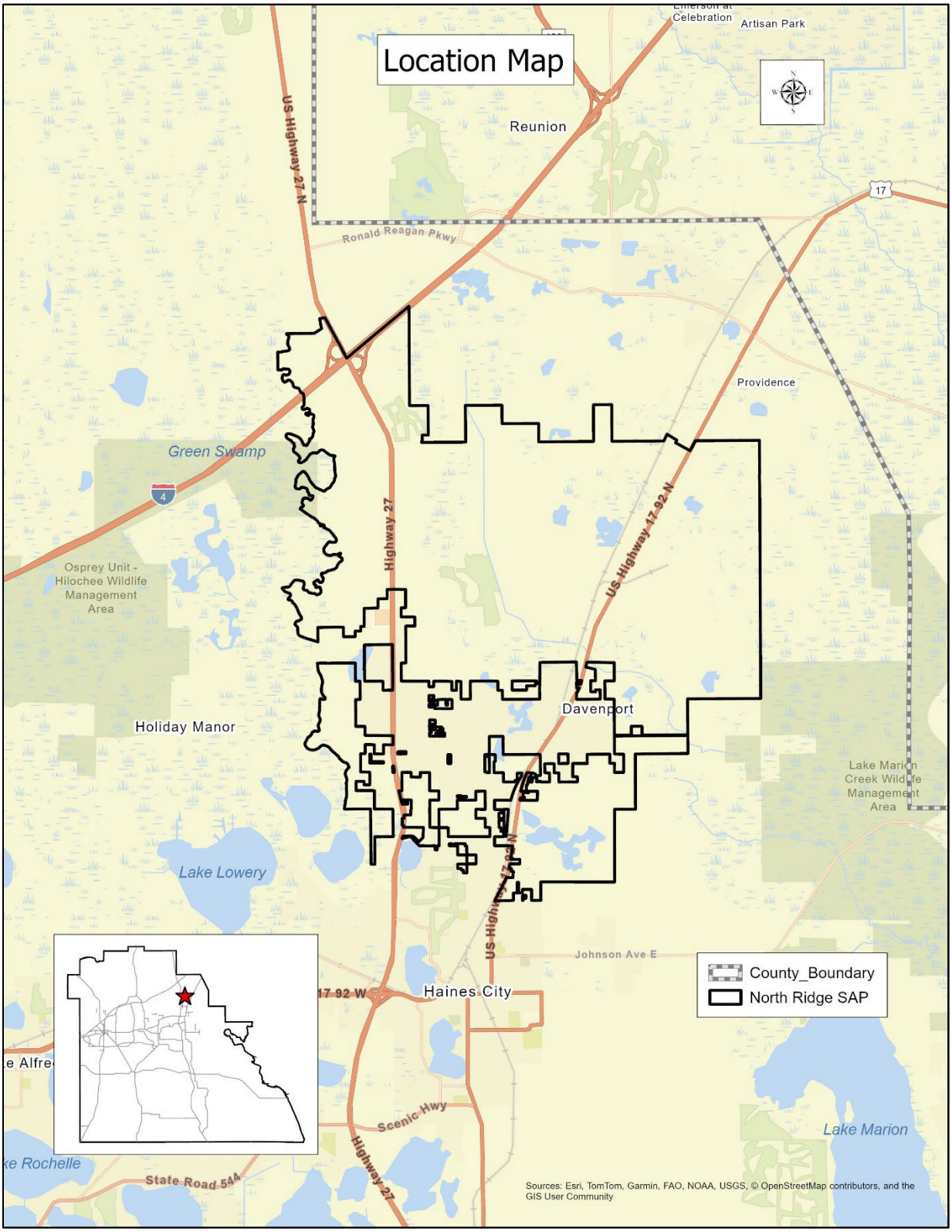
**Comments from Other Agencies:** None

**Exhibits:**

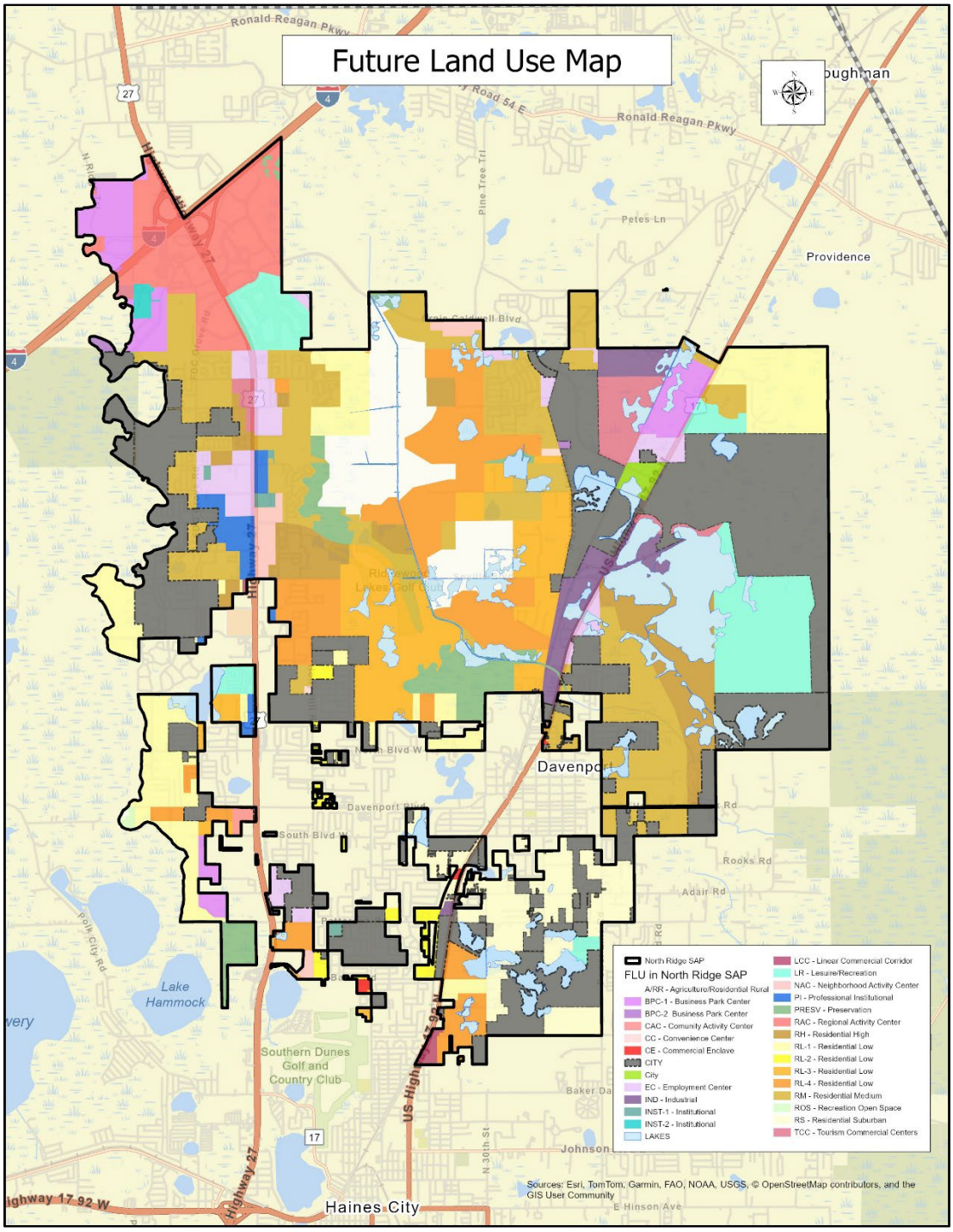
| | |
|---|---|
| Exhibit 1 | Location Map |
| Exhibit 2 | Current Future Land Use Map Within the North Ridge SAP |
| Exhibit 3 | PIX Locations within the North Ridge SAP |
| Exhibit 4 | PIX and ECX Allowable Uses within the North Ridge SAP |

Under separate attachment

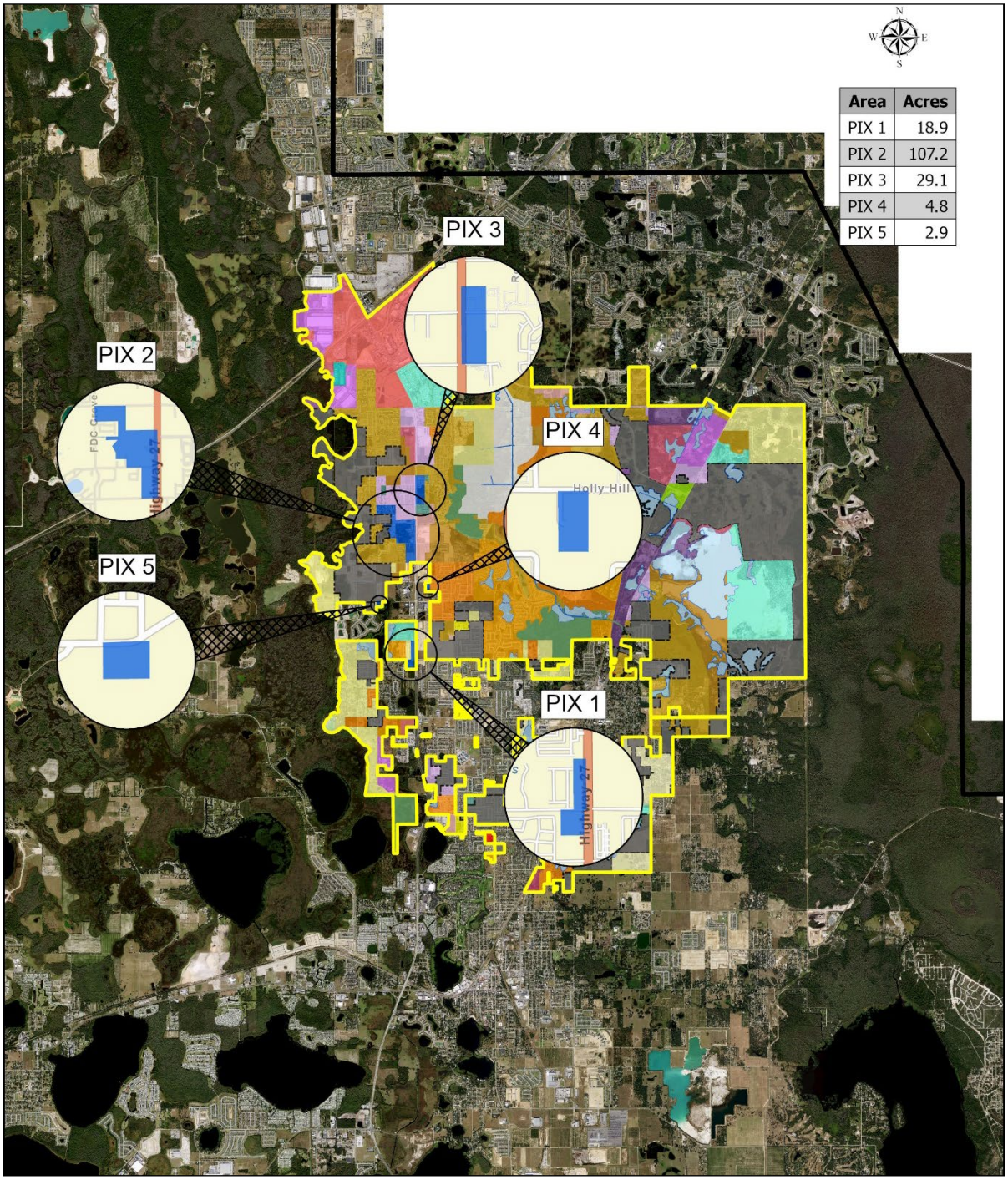
- Draft Ordinances with proposed text
- Application information




# LOCATION MAP




# CURRENT FUTURE LAND USE MAP
# NORTH RIDGE SAP




# PIX LOCATIONS WITHIN NORTH RIDGE SAP

| Table 4.16 Use Table for Standard Land Use Districts North Ridge SAP | | |
|---|---|---|
| | PI X | EC X |
| **Key to Table: P = Permitted Use; C = Conditional Use** | | |
| **Residential Uses** | | |
| Group Living Facility (15 or more residents) | C2 | |
| Mobile Home Park | C3 | |
| Multifamily | C2 | C2 |
| **Mixed Uses** | | |
| Planned Development | C3 | C3 |
| **All Other Uses** | | |
| Adult Day Care Center (7 or more clients) | C2 | |
| Agricultural Support, On-Site | | P |
| Airport | | C4 |
| Alcohol Packaged Sales | C1 | C1 |
| Assembly, Light | | P |
| Car Wash, Full Service | C3 | C2 |
| Car Wash, Incidental | C2 | C2 |
| Childcare Center | C2 | C2 |
| Clinics & Medical Offices | P | C2 |
| Communication Tower, Monopole | C2 | C3 |
| Community Center | | P |
| Cultural Facility | P | P |
| Financial Institution | C2 | P |
| Financial Institution, Drive Through | C2 | P |
| Funeral Home & Related Facilities | C2 | |
| Gas Station | C2 | C3 |
| Golf Course | C1 | C1 |
| Government Facility | C3 | C3 |
| Heliports | C2 | C3 |
| Helistops | C2 | C2 |
| Hospitals | P | C3 |
| Hotels and Motels | P | C2 |
| Lodges and Retreats | P | P |
| Medical Marijuana Dispensaries | C2 | C2 |
| Mining, Non-phosphate | C4 | C4 |

| Table 4.16 Use Table for Standard Land Use Districts North Ridge SAP | | |
|---|---|---|
| | PI X | EC X |
| Nursing Home | C2 | |
| Office | C2 | C2 |
| Office Park | C2 | P |
| Personal Service | C2 | P |
| Printing & Publishing | | P |
| Recreation, High Intensity | C1 | C1 |
| Recreation, Low-Intensity | C1 | C1 |
| Recreation Passive | C1 | C1 |
| Recreational Camping | C2 | |
| Religious Institution | C3 | C3 |
| Research & Development | P | P |
| Restaurant, Drive-thru/Drive-in | C2 | C2 |
| Restaurant, Sit-down/Take-out | C2 | P |
| Retail, Less than 5000 sq. ft. | C2 | P |
| Retail, 5,000 - 34,999 sq. ft. | C2 | C2 |
| Retail, 35000 - 64,999 sq. ft. | C2 | C2 |
| Retail, More than 65,000 sq. ft. | | C3 |
| Retail, Home Sales Office | | |
| Retail, Outdoor Sales/Display | | |
| School, High | C3 | C3 |
| School, Leisure/Special Interest | C2 | C2 |
| School, Technical/Vocational Trade & Training | C2 | C2 |
| School, University/College | C3 | C2 |
| Self-storage Facility | C3 | C2 |
| Studio, Production | | P |
| Transit, Facility | C2 | C2 |
| Utilities, Class I | P | P |
| Utilities, Class II | P | C1 |
| Utilities, Class III | C3 | C3 |
| Vehicle Service, Mechanical | | C2 |
| Vehicle Sales, Leasing | | C2 |
| Veterinary Service | C2 | |

# PIX AND ECX ALLOWABLE USES WITHIN THE NORTH RIDGE SAP

(Retail and Commercial uses highlighted in yellow)

**Ordinance No. 26 -____**

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE ADOPTION OF AMENDMENT **LDCPAL-2025-8;** AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN; ORDINANCE 92-36, AS AMENDED TO CHANGE POLICY 2. 2.131-Q4. L. C. (G) TO AMEND THE RETAIL AND COMMERCIAL LIMITATION FROM 25 PERCENT TO 30 PERCENT OF THE PIX DISTRICT WITH ALLOWANCES FOR HIGHER PERCENTAGE WITH A LEVEL 3 CONDITIONAL USE. PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt a Comprehensive Plan (Plan); and

**WHEREAS**, Section 163.3184, FS, and Comprehensive Plan Section 4.305.B, provides for the approval of Large-Scale Comprehensive Plan Amendments; and

**WHEREAS**, Application LDCPAL 2023-15 is an Applicant-initiated application to amend Policies 2.131 Q4. L c.: c. regarding development criteria within the Professional Institutional-X (PIX) Land Use District within the North Ridge Selected Area Plan (SAP). of the Comprehensive Plan; (the "Amendment"); and

**WHEREAS**, pursuant to Section 163.3174, FS, the Local Planning Authority (Planning Commission) conducted a public hearing, with due public notice having been provided, Amendment on September 10, 2025; and

**WHEREAS**, pursuant to Section 163.3184, FS, the Board of County Commissioners on November 4, 2025, held an initial public hearing and authorized transmittal of the Amendment to the Department of Economic Opportunity (DEO) for written comment, and

**WHEREAS, Florida Commerce**, by letter dated December 19, 2025 transmitted objections, recommendations, and comments on the Amendment; and

**WHEREAS**, pursuant to Section 163.3184, FS, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the Amendment on February 17, 2026; and

**WHEREAS**, the Board of County Commissioners, reviewed and considered all comments received during said public hearing, and provided for necessary revisions; if any; and

**WHEREAS**, the Board of County Commissioners has considered the data and analysis contained within the staff report; and

**WHEREAS**, the Amendment is consistent with Chapter 163, FS, and the Polk County Comprehensive Plan.

**NOW THEREFORE, BE IT ORDAINED** by the Polk County Board of County Commissioners:

**SECTION 1: LEGISLATIVE FINDINGS OF FACT**

The findings of fact set forth in the recitals to this Ordinance are true and correct and hereby adopted.

**SECTION 2: COMPREHENSIVE PLAN AMENDMENT**

The text of the Comprehensive Plan Ordinance No. 92-36, as amended, (the "Polk County Comprehensive Plan") is hereby amended to reflect changes depicted Attachment "A".

**SECTION 3: SEVERABILITY**

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

**SECTION 4: EFFECTIVE DATE**

The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the Department of Florida Commerce posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent

determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

**SECTION 5: FILING WITH THE DEPARTMENT OF STATE:**

The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

**ADOPTED,** in open session of the Polk County Board of County Commissioners with a quorum present and voting this 17th day of February 2026.

*NOTE:* The underlined text indicates proposed additions to the current language. The ~~strikeout~~ indicates text to be removed from the current ordinance.

L. PROFESSIONAL INSTITUTIONAL (PIX) - The Professional Institutional is an Activity Center designated only within this SAP that is designed to allow health related and other professional facilities and other support businesses.

a. DESIGNATION AND MAPPING - Professional Institutional is designated on the North Ridge SAP Future Land Use Map.

b. CHARACTERISTICS - The PIX is intended to accommodate the employment and functional needs of the medical community as well as associated uses and retail and commercial uses to serve the employees within the PIX and surrounding areas. The PIX will generally contain medical and other professional offices and support facilities including uses to support the employee population. General (approximate) characteristics of the Professional Institutional Xs are:

(a) Usable Area: 10 acres or more

(b) Minimum Population Support: More than 2,500 people

(c) Market-Area Radius: More than 2 miles

(d) Typical Tenants: Services to persons needing medical and other specialty services such as administrative, clerical, or professional offices, doctors offices, hospitals, pharmacies, medical supply and other specialty retail stores, assisted living facilities, nursing homes, and small scale retail stores and services for the clients and employees of the land use category. Hotels and motels are also permitted to serve the users of the districts.

c. DEVELOPMENT CRITERIA - Development within a PIX shall conform to the following criteria:

(a) Access to parcels shall be by an internal road system, frontage roads, cross-access easements, shared ingress/egress access easements, or some combination of these. New driveways to US 27 may be permitted during the Level 3 Review for the Planned Development.

(b) Different uses shall incorporate the use of shared ingress/egress facilities wherever practical.

(c) Interior traffic-circulation patterns shall facilitate the safe movement of vehicular, bicycle, and pedestrian traffic.

(d) Buffering that meets the County development standards as set forth in the adopted code shall be provided where effects of lighting, noise, odors, and other such factors would adversely impact adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc. are examples of facilities which may require special buffering provisions.

(e) Residential development, as primary or accessory, will be permitted in up to fifteen percent (15%) of the PIX designation at Medium Densities.

(f) The FAR shall be 0.70. Higher FARs will be allowed through bonus points per the Land Development Code for a total of 1.25.

(g) Retail and commercial uses are limited to ~~25~~ 30 percent of the PIX district. ~~Future expansions shall require review by the County to meet the then needed infrastructure improvements.~~ A higher percentage of the limited 30 percent of retail and commercial uses shall be permitted through a Level 3 Conditional Use. At no time may the commercial uses exceed the maximum floor area ratio of 0.70.

# PROPOSED TEXT AMENDMENT TO NORTH RIDGE SELECTED AREA PLAN AND POLK COUNTY LAND DEVELOPMENT CODE

Prepared For:

INTRAM INVESTMENTS, INC.

Prepared By:
KIMLEY-HORN AND ASSOCIATES, INC.
109 SOUTH KENTUCKY AVENUE
LAKELAND, FLORIDA 33801

June 2025

PROPOSED TEXT AMENDMENT TO NORTH RIDGE SELECTED AREA PLAN
AND POLK COUNTY LAND DEVELOPMENT CODE

## I. SUMMARY/INTRODUCTION

The applicant, Intram Investments, Inc., seeks the approval of a text amendment to the Polk County Comprehensive Plan. The text amendment is to Policy 2.131-Q4L.c (g) in the North Ridge Selected Area Plan (the "Policy"). This policy addresses retail and commercial uses for parcels designated Professional Institutional (PIX) future land use designation only. The relevant portion of the existing policy is included below with the key language in **BOLD** text:

> c) DEVELOPMENT CRITERIA - Development within a PIX shall conform to the following criteria:
> g. Retail and commercial uses are limited to **25 percent** of the PIX district. Future expansions shall require review by the County to meet the then needed infrastructure improvements. At no time may the commercial uses exceed the maximum floor area ratio of 0.70.

The applicant seeks the approval of a text amendment to the Polk County Land Development Code ("LDC"). The text amendment is to sections 401.06.E.3.i and 401.06.E.3.r of the Polk County LDC. These sections address retail and commercial uses for parcels designated Professional Institutional (PIX) future land use designation, and would be modified for consistency with the proposed text change to the Comprehensive Plan. The relevant portion of the existing policy is included below with the key language in **BOLD** text:

> Section 401.06.E.3.i
> ii. The following conditions shall apply to gas stations within the PIX:
> (1) Gas Stations are considered to be retail/commercial uses and shall not exceed the **20% limit** of such retail/commercial uses allowed throughout the PIX district.
> (2) Must have **direct frontage** at a signalized intersection of a principal arterial roadway.
>
> Section 401.06.E.3.r
> r. Retail - The following standards shall apply:
> i. Retail uses are limited to 15 percent of the total developable area **PIX**, BPCX and INDX;

The applicant is seeking to increase the allowable percentage of retail and commercial uses within the PIX district to 30 percent. The proposed text amendments would permit for a consistent percentage of allowable commercial/retail use within the PIX district in both the Comprehensive Plan and the Polk County LDC.

**II. PROPOSED REVISIONS**

The applicant is seeking the following revisions to Policy 2.131-Q4L.c (g) in the North Ridge Selected Area Plan:

> c) DEVELOPMENT CRITERIA - Development within a PIX shall conform to the following criteria:
> g. Retail and commercial uses are limited to ~~25~~ **30 percent** of the PIX district. Future expansions shall require review by the County to meet the then needed infrastructure improvements. At no time may the commercial uses exceed the maximum floor area ratio of 0.70.

The applicant seeks the following revisions to sections 401.06.E.3.i and 401.06.E.3.r of the Polk County Land Development Code:

> Section 401.06.E.3.i
> ii. The following conditions shall apply to gas stations within the PIX:
> (1) Gas Stations are considered to be retail/commercial uses and shall not exceed the ~~20%~~ **30%** limit of such retail/commercial uses allowed throughout the PIX district. **A higher percentage of the limited 30 percent of retail and commercial uses shall only be permitted through a Conditional Use.**
> (2) Must have ~~direct frontage at~~ **interconnective access to** a signalized intersection of a principal arterial roadway.
>
> Section 401.06.E.3.r
> r. Retail - The following standards shall apply:
> i. Retail uses are limited to 15 percent of the total developable area ~~PIX~~, BPCX and INDX;

The proposed text amendments would result in consistent requirements and language for the PIX land use designation within both the Comprehensive Plan and the Polk County LDC. These amendments would allow for an increase in retail and commercial development within the PIX district, which will help to support shopping and employment opportunities for the surrounding residential areas.

## III. IMPACT OF TEXT AMENDMENT

If the text amendment is adopted, then additional commercial and retail development would be permitted for the eight existing PIX districts along the US 27 corridor. **Table 1** below identifies all of the areas that are designated PIX. These areas are also shown in **Exhibit 1** attached at the end of this report.

**Table 1: Existing PIX Land Use Districts**

| **PIX District** | **Acreage** |
|---|---|
| PIX Area 1 | 18.89 |
| PIX Area 2 | 2.91 |
| PIX Area 3 | 4.78 |
| PIX Area 4 | 107.19 |
| PIX Area 5 | 29.08 |
| PIX Area 6 | 3.70 |
| PIX Area 7 | 11.19 |
| PIX Area 8 | 2.05 |
| **TOTAL** | **179.79 Acres** |

As shown above, if this text amendment is approved then there are eight PIX Districts that would benefit from the increase in permitted commercial and retail use. These areas consist of a total of 179.79 acres. If the proposed plan amendment is approved, the amount of permitted commercial/retail across these districts would increase from 44.94 acres to 53.94 acres. This would encourage commercial development to help support the needs of the surrounding residential areas, without drastically changing the intent of the land use district.

## IV. CONSISTENCY ANALYSIS

The following is an analysis of the consistency of the proposed text amendments with the North Ridge Selected Area Plan policies:

SECTION 2.131-Q NORTH RIDGE SELECTED AREA PLAN.

This Selected-Area Plan is adopted in recognition that this area of Polk County; bounded on the east by the Providence Development and land to the south, on the north by the CR 54/Loughman SAP, on the west by the Core area of the Green Swamp Area of Critical State Concern and on the south by the City of Haines City; is expected to experience a high degree of development over the next twenty years. This urbanization will be caused by numerous external factors, most of which are occurring in adjacent Osceola and Orange Counties. This Selected Area Plan is a proactive response to these forces. It represents an initiative to shape this development into an organized and well-planned urban area.

VISION BASIC PRINCIPLES

The "Basic Principles" section has been included to serve as guiding principles to convey the concept and intent of the objectives and policies of the North Ridge Selected Area Plan. It contains fifteen fundamental principles as follows:

1. An efficient and highly desirable urban growth pattern requires a balance of residential and nonresidential uses, a range of housing opportunities, and short trips between housing, employment, and shopping.

**This text amendment is intended to provide needed commercial development in this portion of the county. Significant residential development has been approved in the surrounding area, and this amendment will help to provide commercial and retail establishments to support this growing residential population. These developments can help reduce trip lengths and provide employment for nearby residents.**

2. The best way to achieve an efficient and highly desirable urban growth pattern in this area is through the interconnection of urban nodes, tourist activities, and medical and commercial centers.

**The proposed text amendment furthers this goal by balancing residential and commercial uses. The county has already approved significant residential development in the surrounding area. This amendment removes a barrier to commercial and retail development within the PIX district, and helps to promote additional development to support the residential population.**

3. The existing cities serve as the social, commercial, cultural, educational, and civic centers of the entire area. Their urban services and location are responsive to the needs of the neighborhoods.

**The proposed text amendment furthers this goal by ensuring the full range of needed land uses are provided. The proposed text amendment will encourage additional retail and commercial development to help support the needs of the neighborhoods along the US 27 corridor and surrounding area.**

4. The I-4 US 27 intersection, as a major access to the area, will allow regional-type activities to develop in the adjacent area.

5. The existing medical facilities will serve as attractors for other medical services and office centers.

6. Tourist commercial uses, mixed with regional-type activities are better served in the vicinity of the intersection of I-4 and US 27 and at the terminus of the Ernie Caldwell Boulevard.

7. Neighborhood and community activity centers are needed to help serve not only the visitors but also the permanent residents to the area.
8. Environmentally sensitive development is an enhancement to the quality of life. Provisions for Green Swamp protection, aquifer protection, and reforestation are important components to this plan.

**This text amendment furthers this goal by encouraging development on suitable land for development. The text amendment does not encourage development in unsuitable areas.**

9. Transportation efficiency is a desirable goal. This plan recognizes US 27 as the primary transportation corridor and the need for alternative North/South and East/West facilities to support urban growth.

**The proposed text amendment will help to provide commercial and retail establishments to support the growing residential population. This increase in development can help reduce trip lengths and provide employment for nearby residents. Major roadways will see less traffic and congestion as a result of these shorter trip lengths, helping contribute to transportation efficiency. The proposed amendment would also remove the requirement for direct frontage to a principal arterial roadway and instead allow for interconnective access, which will also help to reduce traffic on major roadways.**

10. Multi-use transportation corridors and access management are key implementation tools to providing a safe and efficient movement of vehicular traffic.

**The text amendment will permit an increase in commercial and retail development which will reduce trip lengths. The text amendment will also require interconnective access, which will help provide safe and efficient movement of vehicular traffic.**

11. This SAP has an important rural and agricultural component that needs to encourage agricultural activities and protection of these elements.

12. Mixing residential and non-residential uses along with interconnectivity between neighborhoods and commercial districts will support a more efficient transportation pattern in the area as well as help maintain the level of service on US 27.

**The proposed text amendment will result in more commercial and retail development in close proximity to residential developments. This will encourage a more mixed use development pattern for this portion of the county. The text amendment will require these developments to have interconnective access to principal arterial roadways, helping to support efficient transportation patterns.**

13. Mixed use developments that can provide a diverse mix of residential and non-residential uses are preferred within the SAP.

14. Provide a linked system of recreation by the establishment of an area-wide pedestrian and bikeway trail within rights-of-way and on sidewalks of collector and arterial roads with links to the Green Swamp.

15. This SAP area contains regionally important commercial sand resources. These raw materials are essential for future development in several central Florida Counties. Development standards must maximize long-term extraction of sand resources, and promote compatibility with adjoining uses, and promote and guide future conversion to developable land.

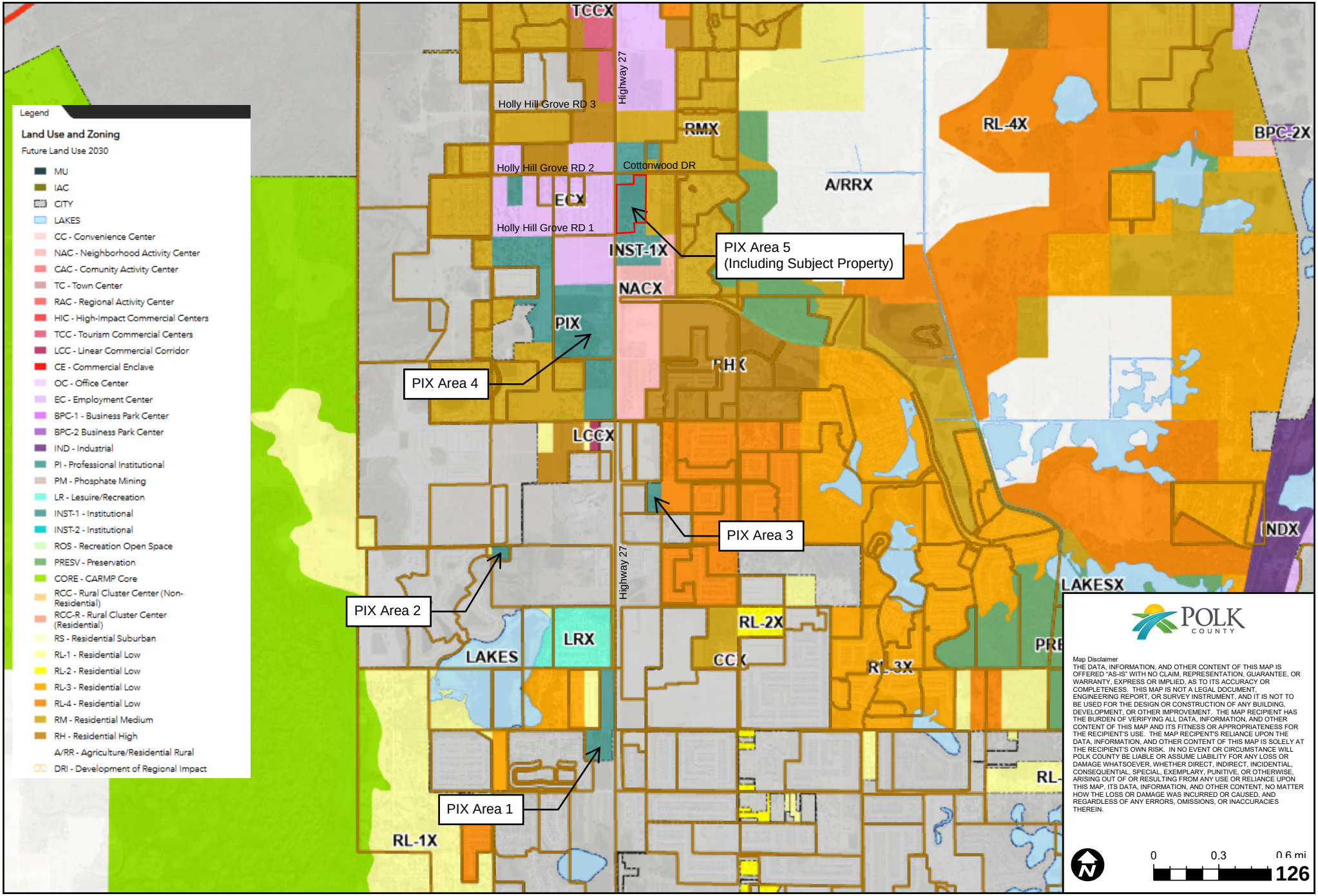
GOAL 2.131-Q: To develop an environmentally sensitive plan which encourages a high quality living environment through an efficient urban-growth pattern based on a balance of employment activities, residential and nonresidential uses, a range of housing opportunities, and short vehicle trips between housing, employment, and shopping in harmony with the special factors of the Green Swamp.

**The proposed text amendment seeks to provide a balance of residential and non-residential uses. The amendment removes barriers to having needed commercial development in this portion of the county.**

# EXHIBIT 1: FUTURE LAND USE MAP

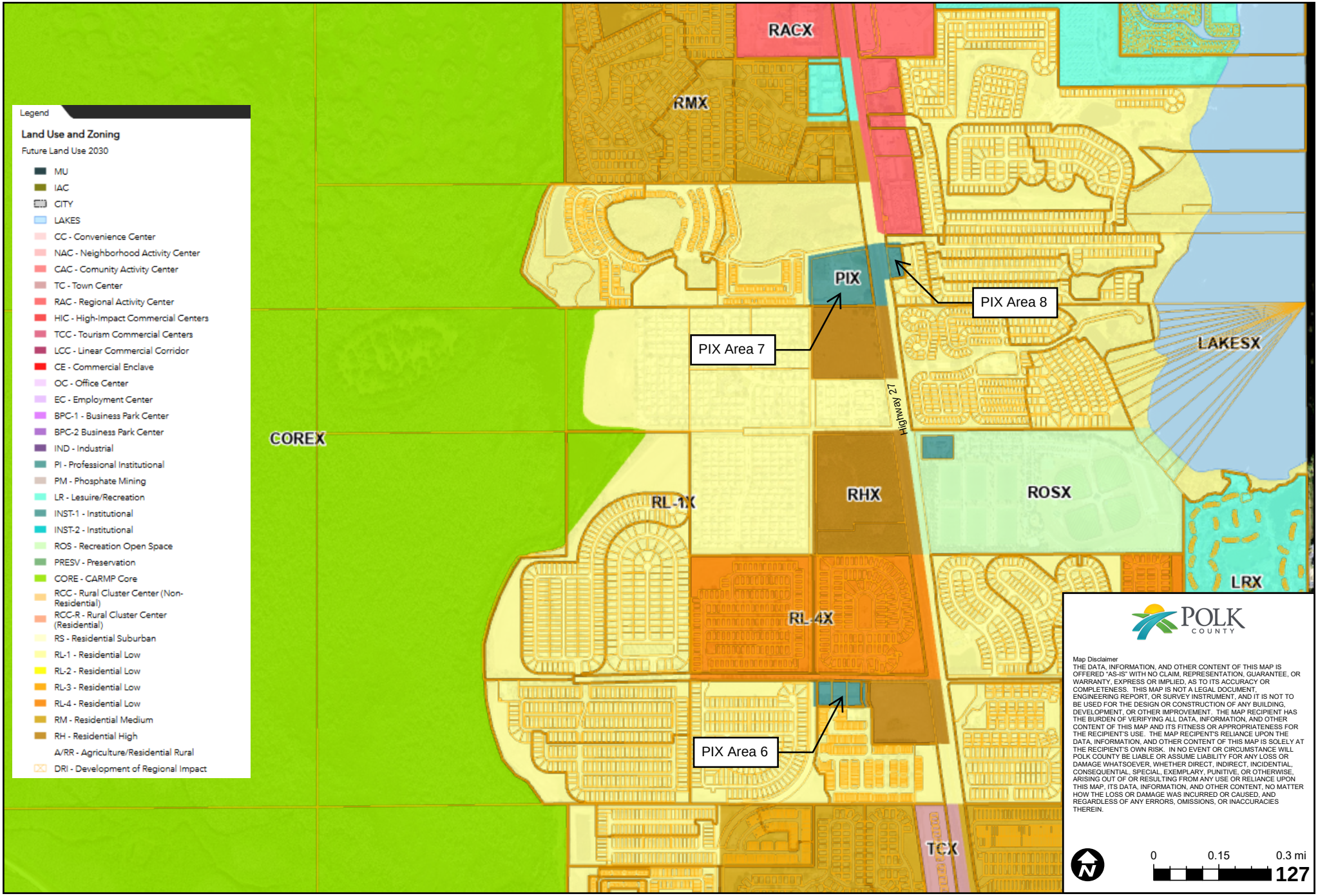
June 24, 2025

# Polk County - GIS Viewer v.1



June 24, 2025

# Polk County - GIS Viewer v.1



**COMPREHENSIVE PLAN AMENDMENT**

**POLICY 2.131-Q4: MODIFIED LAND USE CATEGORIES**

**L. PROFESSIONAL INSTITUTIONAL (PIX)** - The Professional Institutional is an Activity Center designated only within this SAP that is designed to allow health related and other professional facilities and other support businesses.

a) DESIGNATION AND MAPPING - Professional Institutional is designated on the North Ridge SAP Future Land Use Map.

b) CHARACTERISTICS - The PIX is intended to accommodate the employment and functional needs of the medical community as well as associated uses and retail and commercial uses to serve the employees within the PIX and surrounding areas. The PIX will generally contain medical and other professional offices and support facilities including uses to support the employee population. General (approximate) characteristics of the Professional Institutional Xs are:
    a. Usable Area: 10 acres or more
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c) DEVELOPMENT CRITERIA - Development within a PIX shall conform to the following criteria:
    a. Access to parcels shall be by an internal road system, frontage roads, cross-access easements, shared ingress/egress access easements, or some combination of these. New driveways to US 27 may be permitted during the Level 3 Review for the Planned Development.
    b. Different uses shall incorporate the use of shared ingress/egress facilities wherever practical.
    c. Interior traffic-circulation patterns shall facilitate the safe movement of vehicular, bicycle, and pedestrian traffic.
    d. Buffering that meets the County development standards as set forth in the adopted code shall be provided where effects of lighting, noise, odors, and other such factors would adversely impact adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage,

etc. are examples of facilities which may require special buffering provisions.

e. Residential development, as primary or accessory, will be permitted in up to fifteen percent (15%) of the PIX designation at Medium Densities.
f. The FAR shall be 0.70. Higher FARs will be allowed through bonus points per the Land Development Code for a total of 1.25.
g. Retail and commercial uses are limited to ~~25~~ 30 percent of the PIX district. Future expansions shall require review by the County to meet the then needed infrastructure improvements. At no time may the commercial uses exceed the maximum floor area ratio of 0.70.

www.polk-county.net

Office of Planning and Development
Land Development Division
330 W. Church St.
P.O. Box 9005, Drawer GM03
Bartow, FL 33831-9005
(863)534-6792
FAX (863) 534-6407

# LEVEL 3 & 4 DEVELOPMENT REVIEW APPLICATION

**Refer to Resolution 13-141 for Applicable Fee(s)**

## TYPE OF APPLICATION

**( ) Level 3 (✓) Level 4**

**( ) Conditional Use** **( ) Planned Development**

**( ) Suburban Planned Development** **( ) Sign Plan**

**( ) Major Modification - Case Number _____**

| | Owner | Applicant | Contact Person |
|---|---|---|---|
| **Name** | Randy Hodge, Intram Investments | Randy Hodge, Intram Investments | Justin Ham, P.E. |
| **Work Number** | 407-354-2200 ext.221 | 407-354-2200 ext.221 | 863-226-6564 |
| **Fax Number** | | | |
| **Mailing Address** | Cottonwood 27 Development, LLC<br>5555 S. Kirkman Rd, Ste 201<br>Orlando, FL 32819 | Cottonwood 27 Development, LLC<br>5555 S. Kirkman Rd, Ste 201<br>Orlando, FL 32819 | Kimley-Horn<br>109 S. Kentucky Ave.<br>Lakeland, FL 33801 |
| **Email** | rhodge@intram.com | rhodge@intram.com | justin.ham@kimley-horn.com |

**Description of Proposed Activity or Use**

Please provide a detailed description of the project, quantifying intensity (such as number of units, employees, seats, beds, rooms, children, holes of golf, pumps, vehicle repair bays, etc.), specify phasing, and estimated period for completion.

The project consists of ±12.8 acres of undeveloped land located east of US HWY 27 and south of Cottonwood Road. The project is located within the North Ridge SAP and the TSDA Development Area. The property will be subdivided into commercial/retail outparcels and includes associated utility and stormwater infrastructure. The purpose of this application is to request a Comprehensive Plan Text Amendment to increase the percentage of permitted commercial/retail use within the PIX zoning district from 25% to 30%.

| | Range | Township | Section | Subdivision # | - | Parcel # |
|---|---|---|---|---|---|---|
| **Parcel ID Number(s)**: | R 27 | T 26 | S 29 | 706500 | - | 030010 . |
| | R 27 | T 26 | S 29 | 706500 | - | 030151 . |
| | R 27 | T 26 | S 29 | 706500 | - | 030152 . |
| | R | T | S | | - | . |

*(Include others on a separate attachment)*

**Address and Location of Property:**

US Hwy 27 and Cottonwood Drive, 41491 Hwy 27, Davenport, FL 33837

**Directions to Property from Bartow**

Travel north on US-98 to Polk Parkway. Travel north-east on Polk Parkway to I-4. Travel east on I-4. Take exit 55 to South US-27. The site is located toward the SE corner of US-27 and Cottonwood road.

**Property Description**

Future Land Use (and Subdistrict if applicable): Professional Institutional (PI) .

Property Size: 12.82 +/- acres Development Area: TSDA

Water Provider Name and Phone Number: PCU .

Sewer Provider Name and Phone Number: PCU .

Development of Regional Impact: N/A .
*(Name and Phase of DRI)*

Selected Area Plan: North Ridge .
*(Name of SAP)*

Green Swamp Area of Critical State Concern: N/A .
*(Name of Special Protection Area)*

Joint Planning Area/Interlocal Agreement N/A

Have Development Rights been transferred to or from the subject property? ___ Yes ✔ No

Identify existing uses and structures on subject and surrounding properties (e.g. vacant, residential # du/ac, commercial approx. square feet, etc.):

| | | |
|---|---|---|
| US Highway 27 Right-of-Way<br>Existing Retail (Dollar General)<br>**NW** | Cottonwood Drive Right-of-Way<br>Professional Institutional (Sun State International Trucks, Polk County Fire Rescue Station 38)<br>**N** | Cottonwood Drive Right-of-Way<br>Existing Residential (RMX)<br>**NE** |
| US Highway 27 Right-of-Way<br>**W** | Vacant Professional Institutional (PIX)<br>**Subject Property** | Existing Residential (RMX)<br>Four Corners Baptist Church<br>**E** |
| US Highway 27 Right-of-Way<br>Holly Hill Grove Rd Right-of-Way<br>**SW** | Holly Hill Grove Rd Right-of-Way<br>Existing Institutional (Champions Christian Academy)<br>**S** | Professional Institutional (Proposed Vet Clinic)<br>**SE** |

***Approval of this application does not waive any other applicable provisions of the Polk County Land Development Code, the Polk County Comprehensive Plan, the Polk County Utility Code which are not part of the request for this application, nor does approval waive any applicable Florida Statutes, Florida Building Code, Florida Fire Prevention Code, or any other applicable laws, rules, or ordinances, whether federal, state or local. The applicant has the obligation and responsibility to be informed of and be in compliance with all applicable laws, rules, codes and ordinances.***

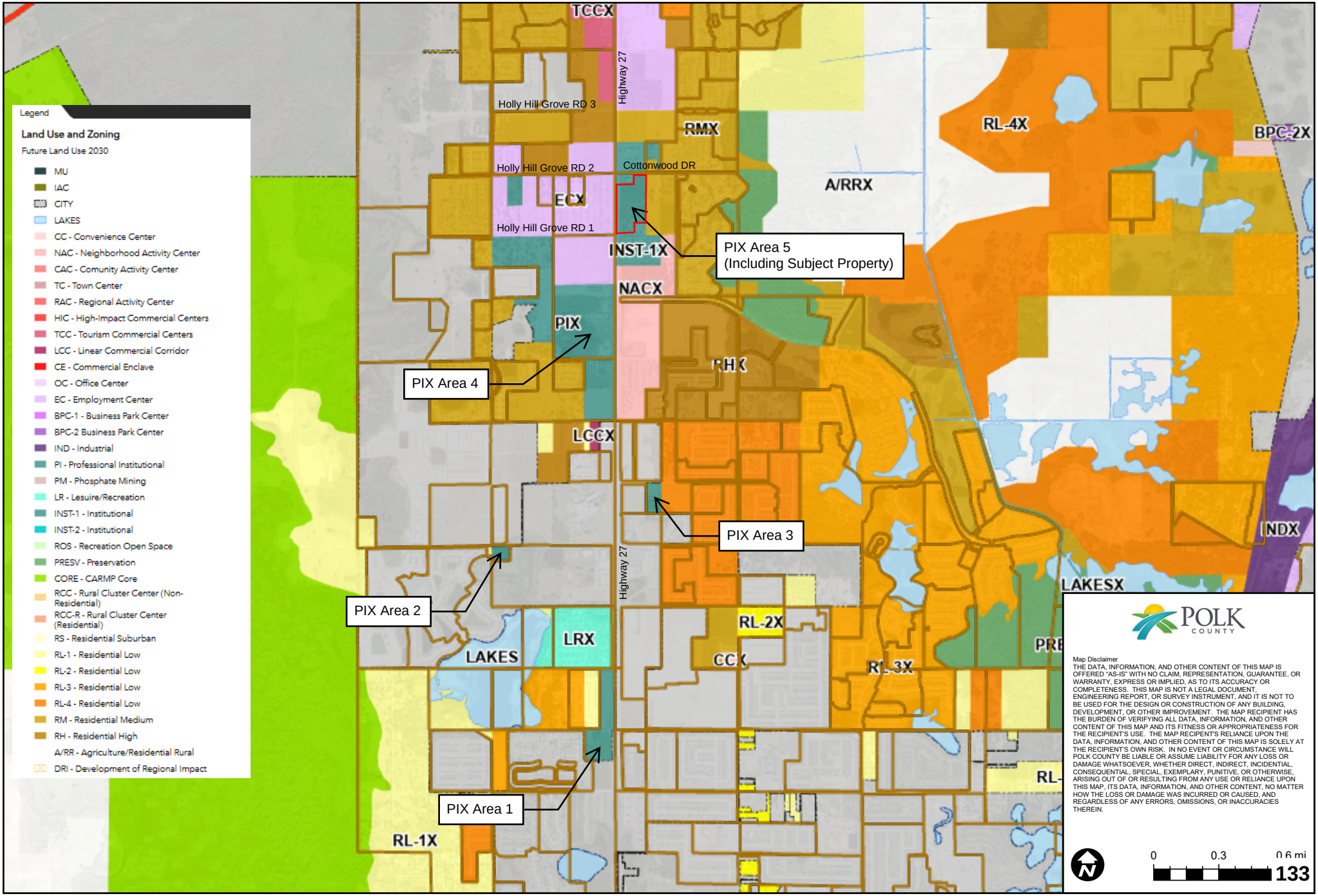
I, RANDY HODGE (print name), the owner of the property which is the subject of this application, or the authorized representative of owner of the property which is the subject of this application, hereby authorize representatives of Polk County to enter onto the property which is the subject of this application to perform any inspections or site visits necessary for reviewing this application. I understand that representatives of Polk County are not authorized to enter any structures dwellings which may be on the property.

RANDY HODGE, VICE PRES. 5/30/25

Property owner or property owner's authorized representative. Date:

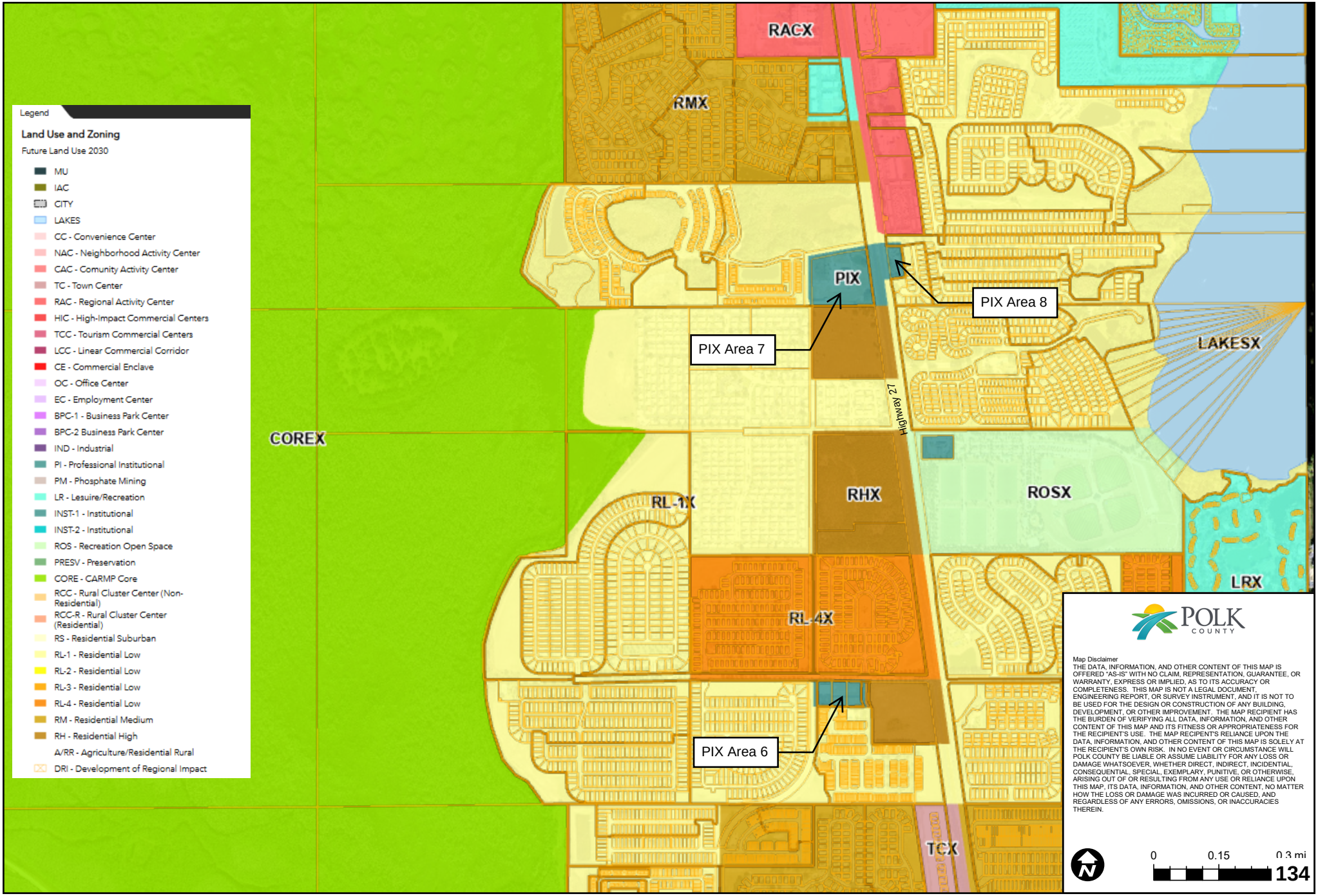
June 24, 2025

# Polk County - GIS Viewer v.1



June 24, 2025

# Polk County - GIS Viewer v.1



December 19, 2025

RECEIVED
DEC 29 2025
POLK COUNTY BoCC

The Honorable Martha Santiago
Commissioner, Polk County
Board of County Commissioners
330 W. Church Street
Bartow, Florida 33830

Dear Commissioner Santiago,

FloridaCommerce has completed its review of the proposed comprehensive plan amendment for Polk County (Amendment No. 25-07ACSC), which was received on November 14, 2025. FloridaCommerce has reviewed the proposed amendment in accordance with the state coordinated review process set forth in sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S. FloridaCommerce does not identify any objections or comments to the proposed amendment and this letter serves as the Objections, Recommendations and Comments Report. Review comments received by FloridaCommerce from the appropriate reviewing agencies, if any, are enclosed.

The County should act by choosing to adopt, adopt with changes or not adopt the proposed amendment. For your assistance, the procedures for final adoption and transmittal of the comprehensive plan amendment are enclosed.

**The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of FloridaCommerce's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to section 163.3184(4)(e)1., F.S. **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to section 163.3184(4)(e)2., F.S.**

If you have any questions related to this review, please contact Zachery Chenault, Planning Analyst, by telephone at (850)-717-8538 or by email via Zachery.Chenault@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/zc
Enclosure: Procedures for Adoption

cc: Ben Ziskal, AICP, CEcD, Director, Polk County
Jennifer Codo-Salisbury, MPA, AICP, Executive Director Central Florida Regional Planning Council



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**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS**

**FOR STATE COORDINATED REVIEW**

**Section 163.3184(4), Florida Statutes**

**NUMBER OF COPIES TO BE SUBMITTED:** Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

**SUBMITTAL LETTER:** Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

**ADOPTION AMENDMENT PACKAGE:** Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendment, an adopted future land use map, **in color format,** clearly depicting the parcel, its existing future land use designation and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

**Note:** If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for state coordinated review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the FloridaCommerce did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance, and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the FloridaCommerce to the ORC report from the FloridaCommerce.

November 18, 2025

RESPONSE VIA EMAIL ONLY

Ms. Chanda Bennett, AICP
Comprehensive Planning Administrator
Polk County Land Development Division
Post Office Box 9005, Drawer GM03
Bartow, Florida 33831-9005

RE: LDCPAL 2025-8 North Ridge

Dear Ms. Bennett:

Thank you for submitting the proposed comprehensive plan amendments for Polk County The reference number for this amendment is 25-07ACSC**.**

The submission package appears to be complete, and your proposed plan amendment package will be reviewed pursuant to Chapter 163.3184(4)(d), Florida Statutes. Once the review is underway, you may be asked to provide additional supporting documentation by the review team to ensure a thorough review. The State Land Planning Agency's Objection, Recommendation and Comment (ORC) report will be mailed to you on or about January 13, 2026.

Pursuant to 163.3184(4)(e)1. If the local government fails to hold the second hearing and adopt the amendments with 180 days after receipt of the state land planning agency's report, the amendments shall be deemed withdrawn unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment.

Pursuant to 163.3184(4)(e)2. All comprehensive plan amendments adopted by the governing body, along with the supporting data and analysis, shall be transmitted within 10 working days after the final adoption hearing to the state land planning agency and any other agency or local government that provided timely comments under subparagraph (c). If the local government fails to transmit the comprehensive plan amendments within 10 working days after the final adoption hearing, the amendments are deemed withdrawn.

If you have any questions, please contact me at (850) 717-8491 or by email at donna.harris@commerce.fl.gov. You may also contact Scott Rogers, Regional Planning Administrator, who will be overseeing the review of the amendments, at (850)717-8510.

Sincerely,



Donna Harris, Senior Plan Processor
Bureau of Community Planning and Growth

DH/
cc: External Agencies



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Board of County Commissioners

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www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

**Land Development Division**
Ben Ziskal, AICP, CEcD, Director

November 14, 2025

Scott Rogers, Regional Program Administrator
State Land Planning Agency
Caldwell Building
107 East Madison – MSC 160
Tallahassee, Florida 32399

RE: Polk County Comprehensive Plan Amendment Transmittal (Coordinated Review) for LDCPAL 2025-8 North Ridge SAP PIX Text Change (Coordinated Review)

Mr. Rogers:

The enclosed information is transmitted in accordance with the requirements of Chapter 163.3184(3), Florida Statutes (F.S.) and in accordance with the desires of the Polk County Board of County Commissioners, as expressed at the transmittal hearing conducted on November 4, 2025. This package contains the following items:

1. Using Department's electronic amendment submittal portal 'Comprehensive Plan and Amendment Upload" to The State Land Planning Agency.

2. An **Action Matrix** showing the Board of County Commissioners (BoCC) action on the requested amendment.

3. A copy of the **staff report** for the CPA considered by the Board for the adoption amendment. The CPA report includes:

    a. A description of the proposed amendment,
    b. A summary analysis of applicable Plan policies including staff recommendation,
    c. A technical staff report,
    d. Exhibits, and
    e. The ordinances for the adopted Plan Amendments.

4. A copy of the **Legal Notice** of the Public Hearing, which was placed in October 22, 2025, edition of the Lakeland/Winter Haven Sun and the Florida Public Notices website.

5. A copy of the Department of Florida Commerce review letter of proposed Comprehensive Plan Amendment for Polk County will be provided with the adoption

package. Additional copies of this package are being sent, in accordance with Section 163.3184, F.S., to the:

- Central Florida Regional Planning Council (CFRPC),
- Florida Department of Environmental Protection (FDEP),
- Florida Department of Transportation (FDOT),
- South Florida Water Management District (SFWMD),
- Southwest Florida Water Management District (SWFWMD),
- Florida Department of State
- Florida Fish & Wildlife Conservation Commission, and
- Florida Department of Agriculture and Consumer Services

In compliance with 163.3184, F.S., please note the following:

- The Transmittal Public Hearing was held on November 4, 2025, at 9:15 a.m.; and

- Polk County's Plan **is** applicable to the Green Swamp Area of Critical State Concern. The proposed amendment **DOES IMPACT** the Green Swamp Area of Critical State Concern.

- Polk County's Plan and Florida Commerce "Statement and Notice of Intent," once received, will be available for public inspection at the Polk County Land Development Division located at 330 W. Church Street, Bartow, Florida.

- The contact person for the Polk County Comprehensive Plan is:

  Chanda Bennett, Comprehensive Planning Administrator
  Polk County Land Development Division
  330 W. Church Street
  Drawer GM03
  P.O. Box 9005
  Bartow, Florida 33831-9005
  Telephone: (863) 534-6484
  Email: chandabennett@polk-county.net

As always, we will be happy to answer any questions you may have concerning this amendment submittal. Please advise me if you need any further information.

Sincerely,

Chanda E. Bennett

Chanda Bennett, AICP, Comprehensive Planning Administrator
Land Development Division

cc: Central Florida Regional Planning Council (CFRPC)
Southwest Florida Water Management District (SWFWMD)
South Florida Water Management District (SFWMD)
Florida Department of Environmental Protection (FDEP)
Florida Department of Transportation (FDOT)
Florida Department of State
Florida Department of Agriculture and Consumer Services
Florida Fish & Wildlife Conservation Commission
File: LDCPAL 2024-12 Coordinated Review Adoption Packet
File: Digital Case File

Agenda Item N.2. 2/17/2026

## SUBJECT

Public Hearing (LDCT-2025-14 North Ridge SAP PIX LDC Text) (Adoption Hearing) to consider the adoption of a Land Development Code text amendment to amend Chapter 4, Section 401.06.E in the North Ridge Selected Area Plan (SAP) relating to commercial use limitations in the Professional Institutional-X (PIX) Future Land Use designation. This case is related to Comprehensive Plan Text Amendment case LDCPAS-2025-8. (No Fiscal Impact)

## DESCRIPTION

This is a Applicant-initiated request to amend Chapter 4, Section 401.06.E in the North Ridge Selected Area Plan (SAP) to (1) increase allowable area for Gas Stations from 20% to 30%, with allowances for higher percentage with a Level 3 Conditional Use, (2) amend signalized intersection of a principal arterial road to with direct access to a principle arterial roadway via an internal road network and, (3) to modify the retail cap for Professional Institutional-X (PIX) and (4) add a limitation for Retail in the PIX of 30% without a Level 3 Conditional Use for property located within the North Ridge Selected Area Plan (SAP).

State law requires one Planning Commission hearing, which was held on September 10, 2025, with a recommendation of 7:0 for approval of the amendment. Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted. The first reading was held on November 4, 2025, and this is the second of the two hearings.

## RECOMMENDATION

Approve

## FISCAL IMPACT

No Fiscal Impact

## CONTACT INFORMATION

Robert Bolton Planner III
Land Development Division

863-534-6468
robertbolton@polkfl.gov <mailto:robertbolton@polkfl.gov>

# POLK COUNTY DEVELOPMENT REVIEW COMMITTEE STAFF REPORT

| | |
|---|---|
| **DRC Date:** | July 31. 2025 |
| **Planning Commission Date:** | September 10, 2025 |
| **BoCC Dates:** | November 4, 2025, 1st reading, and February 17, 2026 Adoption |
| **Applicant:** | Justin Ham, Kimley-Horn |
| **Level of Review:** | Level 4 Review, Land Development Code Text Amendment |
| **Case Number and Name:** | LDCT-2025-14 North Ridge SAP PIX LDC Text |
| **Request:** | Amend Chapter 4, Section 401.06.E to (1) increase allowable area for Gas Stations from 20% to 30%, with allowances for higher percentage with a Level 3 Conditional Use, (2) to allow access to a principal arterial roadway via an internal road network and, (3) to modify the retail cap for Professional Institutional-X (PIX) and (4) add a limitation for Retail in the PIX of 30% without a Level 3 Conditional Use. |
| **Location:** | North Ridge Selected Area Plan |
| **Property Owner:** | N/A |
| **Parcel Size:** | N/A |
| **Development Area:** | Transit Supportive Development Area (TSDA) |
| **Future Land Use:** | N/A |
| **Nearest Municipality** | N/A |
| **DRC Recommendation:** | Approval |
| **Planning Commission Vote:** | Approval 7:0 |
| **Florida Commerce** | N/A |
| **Case Planner:** | Robert Bolton, Planner III |

**Summary of Analysis:**
The Land Development Code policy changes are to:
Section 401.06.E.3.i.

ii. The following conditions shall apply to gas stations within the PIX:

(1) Gas Stations are considered to be retail/commercial uses and shall not exceed the ~~20%~~ 30% limit of such retail/commercial uses allowed throughout the PIX district, retail over 30% Level 3 Conditional Use.

(2) Must have direct frontage ~~at a signalized intersection~~ of a principal arterial roadway with direct access to a principal arterial roadway via an internal road network.

Section 401.06.E.3.r.

r. Retail - The following standards shall apply:

i. Retail uses are limited to 15 percent of the total developable area ~~PIX~~, BPCX and INDX;

ii. Retail use within the PIX district is limited to 30 percent, a higher percentage of the limited 30 percent of retail and commercial uses shall be permitted through a Level 3 Conditional Use.

**Summary**

This is an applicant -initiated request to approve a Land Development Code (LDC) Amendment. The request would amend the Land Development Code Chapter 4, Section 401.06.E , The North Ridge Selected Area Plan, Modified Special Use Requirements. The request is comprised of four elements: (1) increase allowable area for Gas Stations in PIX from 20% to 30%, with allowances for higher percentage with a Level 3 Conditional Use, (2) amend direct frontage to internal road network to signalized intersection of a principal arterial road, (3) modify the retail cap for Professional Institutional-X (PIX) and (4) add a limitation for Retail in the PIX of 30% with an allowance to go higher with a Level 3 Conditional Use. This request is related to LDCPAL-2025-8 North Ridge SAP PIX Comprehensive Text Amendment, requesting to change Section 2.131 Q4. L c. of the Development Criteria for the Professional Institutional-X (PIX) within the North Ridge Selected Area Plan (SAP).

**Data and Analysis Summary**

The first of the four parts of the request, is related to the LDCPAL-2025-8 Comprehensive Plan Text Amendment. The Comprehensive Plan, Policy 2.131-Q4. L. c. (g) has a limitation of 25 percent of the land within each PIX district, LDC Section 401.06.E.3.i.1. specifies a limitation of 20 percent of retail and commercial, an inconsistency between the codes. This request will bring these codes into consistency. The request is to increase the limitation to 30 percent of the district. An analysis of the five (5) PIX districts within the North Ridge SAP indicates a total acreage of 162.9± acres, individual districts range from 2.9± acres to 107.2± acres. An analysis of each of the districts indicates that the net increase for each district would range from 0.15± acres to 4.9± acres each. Two (2) of the districts would have less that a ¼ acre increase each, one indicating an increase of less than one (1) acre, with the next larges at just under 1.5 acres and the larges at approximately 4.9 acres. For the majority of the districts the increase would be negligible.

The request would make the retail and commercial limits the same within the Professional Institutional-X (PIX) and Employment Center-X (ECX). An analysis of the two (2) districts indicates very similar allowable uses, either Permitted or by Conditional Use. Exhibit 4 is a Table of the PIX and ECX uses, non-allowed uses excluded. Of the 61 uses shown two (2) of the retail uses are not allowed withing the PIX nor the ECX districts, one (1) additional use (Retail more than 65,000 sf) is not allowed within the PIX the remaining retail or commercial uses are either Permitted or a Conditional Use 1 or 2 for both the PIX and ECX. One exception is a Gas Station which is a C2 in the PIX and a C3 within the ECX. The high level of similarity in allowable uses within the retail and commercial uses provides strong justification for the amendment providing for the consistency of a 30% limitation for retail and commercial development within both the PIX and ECX districts.

The second of the four parts of the request is to amend direct frontage to internal road network to signalized intersection of a principal arterial road. As the North Ridge SAP builds out and interconnectivity of developments through designed internal roadways to signalized intersections along the principal arterial road, US Highway 27, providing for a mechanism to access a signalized intersect via development interconnectivity was a primary reason for the interconnectivity concept within the code. US Highway 27 is a FDOT maintained road and the County does not have control

over signalization, this will provide developments flexibility when working with FDOT on access to US Highway 27.

The third of the four parts of the request is to remove Professional Institutional-X (PIX) from retail caps. Another inconsistency between the codes is located in Section 401.06.E.3.r.i. which states that Retail had a 15 percent limitation within a PIX district. A removal of this limitation would provide that consideration for retail and commercial will be covered in Section 401.06.E.3.i. eliminating an inconsistency within the LDC.

The fourth of the four parts of the request is to add subsection for Retail in the PIX in Section 401.06.E.3.r., to 30% with an allowance to go higher with a Level 3 Conditional Use. This allows for consistency within the codes as well as allowing for a higher level of retail within a high residential demand area. Commercial support in the form of retail use is a needed use for residential support. The PIX districts all typically have good principle arterial frontage, a Level 3 Conditional Use will require Planning Commission approval.

The elements of the request are considered to provide consistency between the Comprehensive Plan and Land Development Code as well as within the LDC. The expansion of the limitation of retail and commercial is considered to allow for a well rounded mix of nonresidential uses along the US Highway 27 corridor.

**Relevant Sections, Policies, and/or Regulations Considered:**

- Policy 2.102-A1: Development Location
- Policy 2.102-A2: Compatibility
- Section 2.131-Q Northridge Selected Area Plan
- LDC Chapter 4 Section 401.06.E North Ridge Selected Area Plan

## Findings of Fact

- Amend Chapter 4, Section 401.06.E to (1) increase allowable area for Gas Stations from 20% to 30%, with allowances for higher percentage with a Level 3 Conditional Use, (2) to amend direct frontage to internal road network to signalized intersection of a principal arterial road and, (3) to modify the retail cap for Professional Institutional-X (PIX) and (4) add a limitation for Retail in the PIX of 30% without a Level 3 Conditional Use.

- The Professional Institutional-X (PIX) districts within the North Ridge Selected Area Plan (SAP) total five (5) districts and range in size from 2.9± acres to 107.2± acres.

- The request to increase the retail and commercial development area size from 25 percent to 30 percent would provide for a net increase of retail and commercial land area for each district of 0.15± acres to 4.9± acres. For the majority of the districts the increase would be negligible.

- Section 401.06 of the Land Development Code and Section 2.131-Q of the Comprehensive Plan both mention and address the Professional Institutional-X (PIX) in the North Ridge SAP.

- This request is related to LDCPAL-2025-8 which is a Comprehensive Plan text amendment to Section 2.131-Q regarding limitation of retail and commercial development in the PIX.

- Table 4.16 in the Land Development Code is a use table for the North Ridge SAP.

## Recommendation

**Development Review Committee Recommendation:** Based on the information provided and the analysis conducted within this staff report, the Development Review Committee finds that the request **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code. Therefore, the Development Review Committee (DRC) recommends **APPROVAL of LDCT-2025-14. (Related to LDCCPA-2025- North Ridge SAP Comprehensive Plan Text CPA)**

**Planning Commission Recommendation:** On September 10, 2025, at an advertised public hearing, the Planning Commission recommend 7:0, to **APPROVE LDCT-2025-14.**

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.

**Business Impact Estimate**

- **Summary of the proposed ordinance:** An LDC text amendment to Chapter 4, Chapter 4, Section 401.06.E to (1) increase allowable area for Gas Stations from 20% to 30%, with allowances for higher percentage with a Level 3 Conditional Use, (2) to amend direct frontage to internal road network to signalized intersection of a principal arterial road and, (3) to modify the retail cap for Professional Institutional-X (PIX) and (4) add a limitation for Retail in the PIX of 30% without a Level 3 Conditional Use; providing for severability; providing an effective date.

- **Public purpose to be served by the proposed ordinance:** Polk County has many different areas of development, each with their own unique needs. The North Ridge Selected Area Plan was implanted to guide the growth within its boundaries of the northeaster portion of Polk County. The request will provide consistency within the Land Development Code and the Comprehensive Plan and provide for enhanced development of the retail and commercial components of the PIX within the North Ridge SAP.

- **Estimate of the direct economic impact of the proposed ordinance to businesses in the county:** No foreseeable impact is estimated. Establishing the increased limitation on retail and commercial, amending the frontage requirement, removal of Retail from the PIX and adding the limitation for Retail to 30 percent without a Level 3 Conditional Use will not impact the current businesses operating in this area. However, these changes will allow for a diverse retail and commercial development within the North Ridge SAP PIX districts.

**Analysis:**

The applicant wishes to exceed the retail and commercial limitations within one of the Professional Institutional-X (PIX) districts within the North Ridge SAP. The inconsistency between the Comprehensive Plan and Land Development Code was raised as well as the typical development of the existing PIX and Employment Center-X (ECX) limitations for retail and office use. The Land Development Code limits retail and commercial development to 20% of the PIX district, while the Comprehensive Plan limits retail and commercial development to 30% of the PIX district. The ECX districts within the North Ridge SAP limits Retail and commercial development to 30% if the district. Within the North Ridge SAP the PIX and ECX districts are developing out in a similar nature with similar uses within Table 4.16 Table of Standard Used for the North Ridge SAP. The applicant requested a Text Amendments to both the Land Development Code and the Comprehensive Plan (LDCPAL-2025-14).

**Limits of the Proposed Amendment**

The scope of the amendment is to provide consistancy within the Land Development Code and between the Comprehensive Plan on limitations on retail and commercial develoment within a PIX district in the North Ridge SAP, by (1) increase allowable area for Gas Stations from 20% to 30%, with allowances for higher percentage with a Level 3 Conditional Use, (2) to amend direct frontage to internal road network to signalized intersection of a principal arterial road and, (3) to modify the retail cap for Professional Institutional-X (PIX) and (4) add a limitation for Retail in the PIX of 30% without a Level 3 Conditional Use.

**Consistency with the Comprehensive Plan & Land Development Code**

The Land Development Code has policies and regulations with standards for uses within each of the allowable Future Land Use districts. An inconsistency was found within the PIX district within the LDC. The requested LDC amendments will allow consistency within the LDC and proved for consistency for development for retail and commercial within the PIX districts.

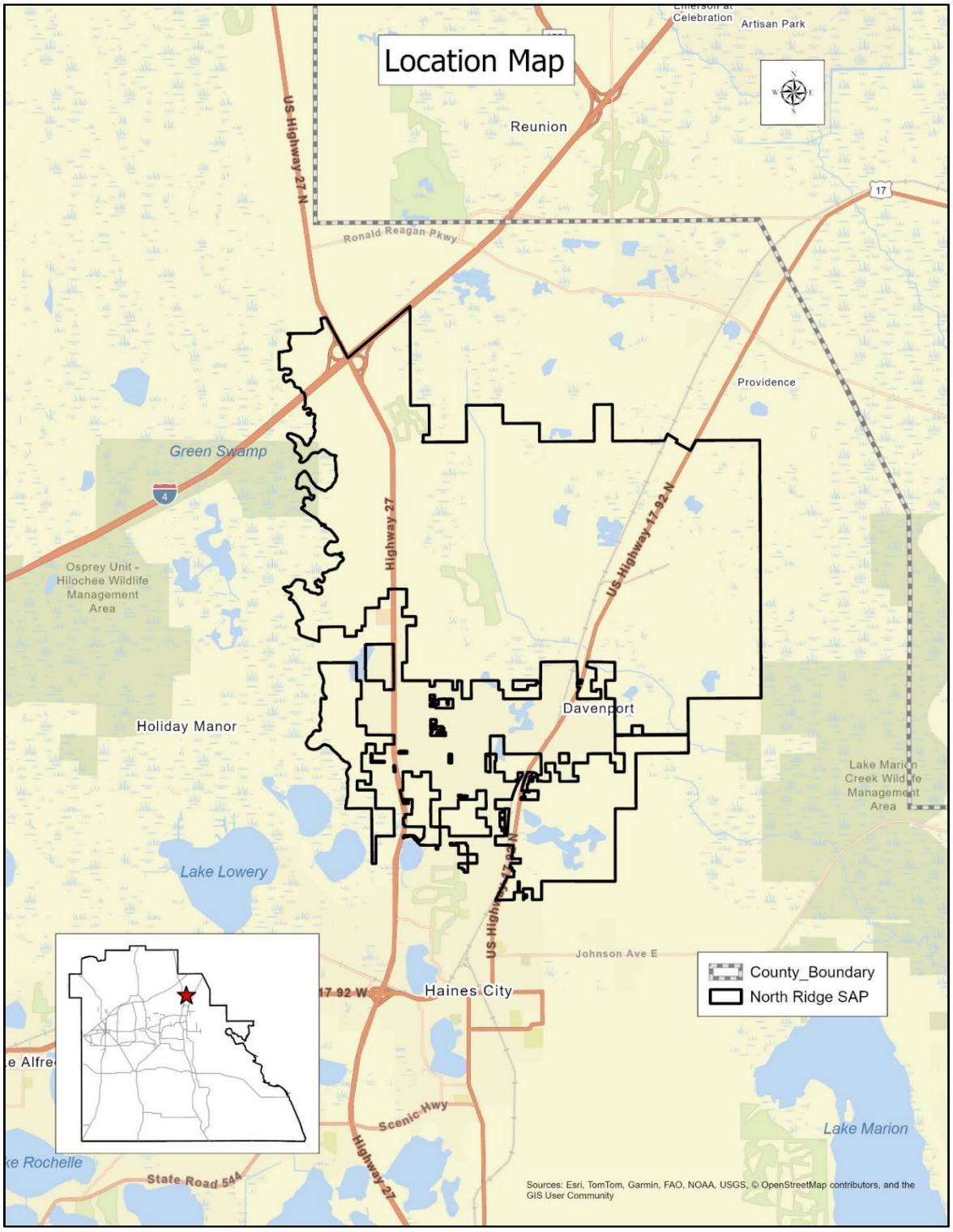
With the related LDCPAL-2025-8 Comprehensive Plan Text Amendment, both the Comprehensive Plan and LDC will be consistent on the limitation for retail and commercial development within the PIX districts in the North Ridge SAP.

The requests are consistent with the Comprehensive Plan and Land Development Code.

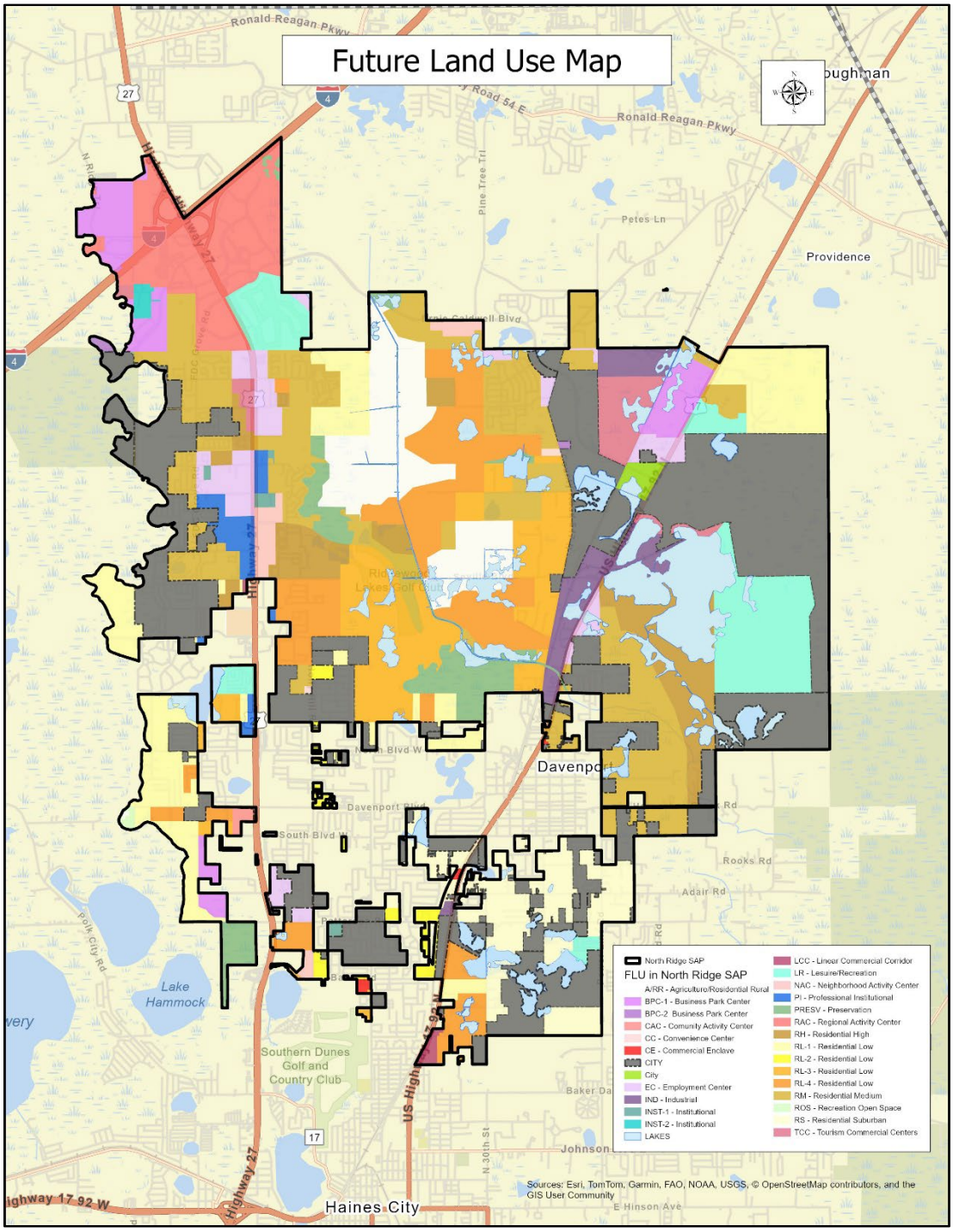
**Comments from Other Agencies:** None

**Exhibits:**

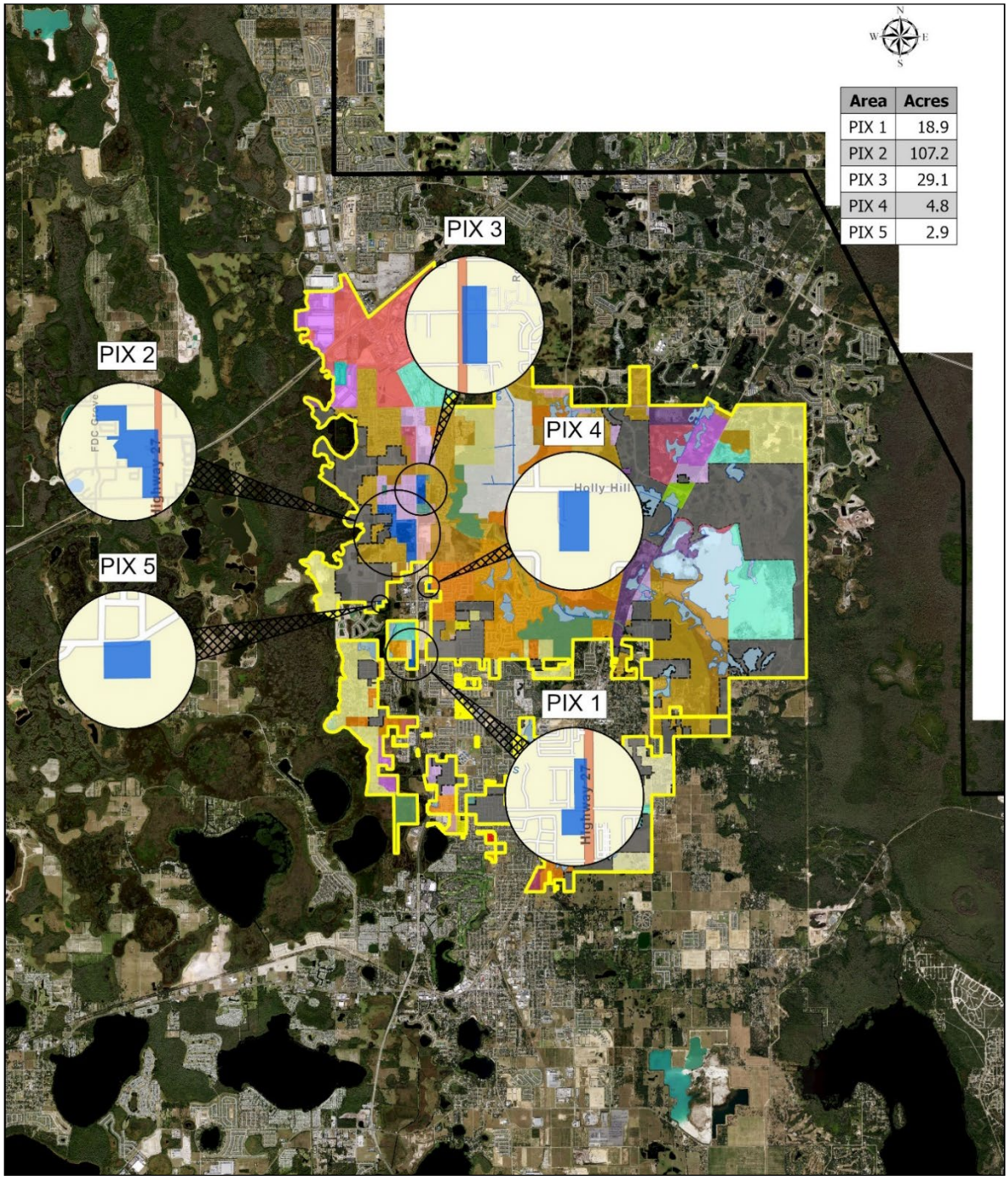
| | |
|---|---|
| Exhibit 1 | Location Map |
| Exhibit 2 | Current Future Land Use Map Within the North Ridge SAP |
| Exhibit 3 | PIX Locations within the North Ridge SAP |
| Exhibit 4 | PIX and ECX Allowable Uses within the North Ridge SAP |




# LOCATION MAP




# CURRENT FUTURE LAND USE MAP
# NORTH RIDGE SAP




# PIX LOCATIONS WITHIN NORTH RIDGE SAP

| Table 4.16 Use Table for Standard Land Use Districts North Ridge SAP | | |
|---|---|---|
| | PI X | EC X |
| **Key to Table: P = Permitted Use; C = Conditional Use** | | |
| **Residential Uses** | | |
| Group Living Facility (15 or more residents) | C2 | |
| Mobile Home Park | C3 | |
| Multifamily | C2 | C2 |
| **Mixed Uses** | | |
| Planned Development | C3 | C3 |
| **All Other Uses** | | |
| Adult Day Care Center (7 or more clients) | C2 | |
| Agricultural Support, On-Site | | P |
| Airport | | C4 |
| Alcohol Packaged Sales | C1 | C1 |
| Assembly, Light | | P |
| Car Wash, Full Service | C3 | C2 |
| Car Wash, Incidental | C2 | C2 |
| Childcare Center | C2 | C2 |
| Clinics & Medical Offices | P | C2 |
| Communication Tower, Monopole | C2 | C3 |
| Community Center | | P |
| Cultural Facility | P | P |
| Financial Institution | C2 | P |
| Financial Institution, Drive Through | C2 | P |
| Funeral Home & Related Facilities | C2 | |
| Gas Station | C2 | C3 |
| Golf Course | C1 | C1 |
| Government Facility | C3 | C3 |
| Heliports | C2 | C3 |
| Helistops | C2 | C2 |
| Hospitals | P | C3 |
| Hotels and Motels | P | C2 |
| Lodges and Retreats | P | P |
| Medical Marijuana Dispensaries | C2 | C2 |
| Mining, Non-phosphate | C4 | C4 |

| Table 4.16 Use Table for Standard Land Use Districts North Ridge SAP | | |
|---|---|---|
| | PI X | EC X |
| Nursing Home | C2 | |
| Office | C2 | C2 |
| Office Park | C2 | P |
| Personal Service | C2 | P |
| Printing & Publishing | | P |
| Recreation, High Intensity | C1 | C1 |
| Recreation, Low-Intensity | C1 | C1 |
| Recreation Passive | C1 | C1 |
| Recreational Camping | C2 | |
| Religious Institution | C3 | C3 |
| Research & Development | P | P |
| Restaurant, Drive-thru/Drive-in | C2 | C2 |
| Restaurant, Sit-down/Take-out | C2 | P |
| Retail, Less than 5000 sq. ft. | C2 | P |
| Retail, 5,000 - 34,999 sq. ft. | C2 | C2 |
| Retail, 35000 - 64,999 sq. ft. | C2 | C2 |
| Retail, More than 65,000 sq. ft. | | C3 |
| Retail, Home Sales Office | | |
| Retail, Outdoor Sales/Display | | |
| School, High | C3 | C3 |
| School, Leisure/Special Interest | C2 | C2 |
| School, Technical/Vocational Trade & Training | C2 | C2 |
| School, University/College | C3 | C2 |
| Self-storage Facility | C3 | C2 |
| Studio, Production | | P |
| Transit, Facility | C2 | C2 |
| Utilities, Class I | P | P |
| Utilities, Class II | P | C1 |
| Utilities, Class III | C3 | C3 |
| Vehicle Service, Mechanical | | C2 |
| Vehicle Sales, Leasing | | C2 |
| Veterinary Service | C2 | |

# PIX AND ECX ALLOWABLE USES WITHIN THE NORTH RIDGE SAP

(Retail and Commercial uses highlighted in yellow)

**ORDINANCE NO. 26 -____**

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2025-14, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE; AMENDING CHAPTER 4, SECTION 401.06.E TO INCREASE (1) ALLOWABLE AREA FOR GAS STATIONS FROM 20% TO 30%, WITH ALLOWANCES FOR HIGHER PERCENTAGE WITH A LEVEL 3 CONDITIONAL USE, (2) TO ALLOW ACCESS TO A PRINCIPAL ARTERIAL ROADWAY VIA AN INTERNAL ROAD NETWORK AND, (3) TO MODIFY THE RETAIL CAP FOR PROFESSIONAL INSTITUTIONAL-X (PIX) CAPS AND (4) ADD A LIMITATION FOR RETAIL IN THE PIX OF 30% WITHOUT A LEVEL 3 CONDITIONAL USE. 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 Local Government Comprehensive Plan and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt a Land Development Regulations consistent with the Polk County Comprehensive Plan; and

**WHEREAS,** the Board of County Commissioners adopted said Land Development Regulations on March 1, 2000, titled the Polk County Land Development Code; and

**WHEREAS,** Chapter 9, Section 903 of the Land Development Code requires Land Development Code Amendments to be a Level 4 Review; and

**WHEREAS**, Chapter 9, Section 907 sets forth the purpose and review process for Level 4 Reviews; and

**WHEREAS**, pursuant to Section 125.67 of the Florida Statutes, every ordinance shall embrace but one subject and matter properly connected therewith; and

**WHEREAS,** pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on September 10, 2025; and

**WHEREAS**, the proposed text amendment to the Polk County Land Development Code shall Amend Chapter 4, Section 401.06.E to (1) increase allowable area for Gas Stations from 20% to 30%, with allowances for higher percentage with a Level 3 Conditional Use, (2) amend signalized intersection of a principal arterial road to with direct access to a principal arterial roadway via an internal road network and, (3) to modify the retail cap for Professional Institutional-X (PIX) and (4) add a limitation for Retail in the PIX of 30% without a Level 3 Conditional Use.; and

**WHEREAS,** the Board of County Commissioners, reviewed and considered all comments received during said public hearings held on November 4, 2025 and February 17, 2026, and provided for necessary revisions; and

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Polk County, Florida that:

*NOTE:* The underlined text indicates proposed additions to the current language. The strikeout indicates text to be removed from the current ordinance.

**SECTION 1: FINDINGS**

The Board hereby finds and determines that:

The findings set forth in the recitals to this Ordinance are true and correct and hereby adopted.

The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on September 10, 2025, to consider the LDC text amendments contained within Application LDCT-2025-14 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2025-14.

The adoption of LDCT-2025-14 consistent with the Comprehensive Plan and LDC.

**SECTION 2: COMPREHENSIVE PLAN AMENDMENT**

Chapter 4, Section 401.06.E North Ridge Selected Area Plan of the Land Development Code, Polk County Ordinance 02-13, as amended, is hereby amended in the following manner:

Section 401.06.E.3.i.

ii. The following conditions shall apply to gas stations within the PIX:

(1) Gas Stations are considered to be retail/commercial uses and shall not exceed the ~~20%~~ 30% limit of such retail/commercial uses allowed throughout the PIX district, PIX district, retail over 30% Level 3 Conditional Use.

(2) Must have direct frontage ~~at a signalized intersection~~ of a principal arterial roadway with direct access to a principal arterial roadway via an internal road network.

Section 401.06.E.3.r.

r. Retail - The following standards shall apply:

i. Retail uses are limited to 15 percent of the total developable area ~~PIX~~, BPCX and INDX;

ii. Retail use within the PIX district is limited to 30 percent, a higher percentage of the limited 30 percent of retail and commercial uses shall be permitted through a Level 3 Conditional Use.

**SECTION 3: SEVERABILITY**

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

**SECTION 4: EFFECTIVE DATE**

This ordinance shall be effective 31 days after the Department of Economic Opportunity notifies the County that the plan amendment package is complete. If timely challenged, this amendment becomes effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

**SECTION 5: FILING WITH THE DEPARTMENT OF STATE:**

The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

**ADOPTED,** in open session of the Polk County Board of County Commissioners with a quorum present and voting this 17th day of February, 2026.

# PROPOSED TEXT AMENDMENT TO NORTH RIDGE SELECTED AREA PLAN AND POLK COUNTY LAND DEVELOPMENT CODE

Prepared For:

INTRAM INVESTMENTS, INC.

Prepared By:
KIMLEY-HORN AND ASSOCIATES, INC.
109 SOUTH KENTUCKY AVENUE
LAKELAND, FLORIDA 33801

June 2025

PROPOSED TEXT AMENDMENT TO NORTH RIDGE SELECTED AREA PLAN
AND POLK COUNTY LAND DEVELOPMENT CODE

## I. SUMMARY/INTRODUCTION

The applicant, Intram Investments, Inc., seeks the approval of a text amendment to the Polk County Comprehensive Plan. The text amendment is to Policy 2.131-Q4L.c (g) in the North Ridge Selected Area Plan (the "Policy"). This policy addresses retail and commercial uses for parcels designated Professional Institutional (PIX) future land use designation only. The relevant portion of the existing policy is included below with the key language in **BOLD** text:

> c) DEVELOPMENT CRITERIA - Development within a PIX shall conform to the following criteria:
> g. Retail and commercial uses are limited to **25 percent** of the PIX district. Future expansions shall require review by the County to meet the then needed infrastructure improvements. At no time may the commercial uses exceed the maximum floor area ratio of 0.70.

The applicant seeks the approval of a text amendment to the Polk County Land Development Code ("LDC"). The text amendment is to sections 401.06.E.3.i and 401.06.E.3.r of the Polk County LDC. These sections address retail and commercial uses for parcels designated Professional Institutional (PIX) future land use designation, and would be modified for consistency with the proposed text change to the Comprehensive Plan. The relevant portion of the existing policy is included below with the key language in **BOLD** text:

> Section 401.06.E.3.i
> ii. The following conditions shall apply to gas stations within the PIX:
> (1) Gas Stations are considered to be retail/commercial uses and shall not exceed the **20% limit** of such retail/commercial uses allowed throughout the PIX district.
> (2) Must have **direct frontage** at a signalized intersection of a principal arterial roadway.
>
> Section 401.06.E.3.r
> r. Retail - The following standards shall apply:
> i. Retail uses are limited to 15 percent of the total developable area **PIX**, BPCX and INDX;

The applicant is seeking to increase the allowable percentage of retail and commercial uses within the PIX district to 30 percent. The proposed text amendments would permit for a consistent percentage of allowable commercial/retail use within the PIX district in both the Comprehensive Plan and the Polk County LDC.

**II. PROPOSED REVISIONS**

The applicant is seeking the following revisions to Policy 2.131-Q4L.c (g) in the North Ridge Selected Area Plan:

> c) DEVELOPMENT CRITERIA - Development within a PIX shall conform to the following criteria:
> g. Retail and commercial uses are limited to ~~25~~ **30 percent** of the PIX district. Future expansions shall require review by the County to meet the then needed infrastructure improvements. At no time may the commercial uses exceed the maximum floor area ratio of 0.70.

The applicant seeks the following revisions to sections 401.06.E.3.i and 401.06.E.3.r of the Polk County Land Development Code:

> Section 401.06.E.3.i
> ii. The following conditions shall apply to gas stations within the PIX:
> (1) Gas Stations are considered to be retail/commercial uses and shall not exceed the ~~20%~~ **30%** limit of such retail/commercial uses allowed throughout the PIX district. **A higher percentage of the limited 30 percent of retail and commercial uses shall only be permitted through a Conditional Use.**
> (2) Must have ~~direct frontage at~~ **interconnective access to** a signalized intersection of a principal arterial roadway.
>
> Section 401.06.E.3.r
> r. Retail - The following standards shall apply:
> i. Retail uses are limited to 15 percent of the total developable area ~~PIX~~, BPCX and INDX;

The proposed text amendments would result in consistent requirements and language for the PIX land use designation within both the Comprehensive Plan and the Polk County LDC. These amendments would allow for an increase in retail and commercial development within the PIX district, which will help to support shopping and employment opportunities for the surrounding residential areas.

## III. IMPACT OF TEXT AMENDMENT

If the text amendment is adopted, then additional commercial and retail development would be permitted for the eight existing PIX districts along the US 27 corridor. **Table 1** below identifies all of the areas that are designated PIX. These areas are also shown in **Exhibit 1** attached at the end of this report.

**Table 1: Existing PIX Land Use Districts**

| **PIX District** | **Acreage** |
|---|---|
| PIX Area 1 | 18.89 |
| PIX Area 2 | 2.91 |
| PIX Area 3 | 4.78 |
| PIX Area 4 | 107.19 |
| PIX Area 5 | 29.08 |
| PIX Area 6 | 3.70 |
| PIX Area 7 | 11.19 |
| PIX Area 8 | 2.05 |
| **TOTAL** | **179.79 Acres** |

As shown above, if this text amendment is approved then there are eight PIX Districts that would benefit from the increase in permitted commercial and retail use. These areas consist of a total of 179.79 acres. If the proposed plan amendment is approved, the amount of permitted commercial/retail across these districts would increase from 44.94 acres to 53.94 acres. This would encourage commercial development to help support the needs of the surrounding residential areas, without drastically changing the intent of the land use district.

## IV. CONSISTENCY ANALYSIS

The following is an analysis of the consistency of the proposed text amendments with the North Ridge Selected Area Plan policies:

SECTION 2.131-Q NORTH RIDGE SELECTED AREA PLAN.

This Selected-Area Plan is adopted in recognition that this area of Polk County; bounded on the east by the Providence Development and land to the south, on the north by the CR 54/Loughman SAP, on the west by the Core area of the Green Swamp Area of Critical State Concern and on the south by the City of Haines City; is expected to experience a high degree of development over the next twenty years. This urbanization will be caused by numerous external factors, most of which are occurring in adjacent Osceola and Orange Counties. This Selected Area Plan is a proactive response to these forces. It represents an initiative to shape this development into an organized and well-planned urban area.

VISION BASIC PRINCIPLES

The "Basic Principles" section has been included to serve as guiding principles to convey the concept and intent of the objectives and policies of the North Ridge Selected Area Plan. It contains fifteen fundamental principles as follows:

1. An efficient and highly desirable urban growth pattern requires a balance of residential and nonresidential uses, a range of housing opportunities, and short trips between housing, employment, and shopping.

**This text amendment is intended to provide needed commercial development in this portion of the county. Significant residential development has been approved in the surrounding area, and this amendment will help to provide commercial and retail establishments to support this growing residential population. These developments can help reduce trip lengths and provide employment for nearby residents.**

2. The best way to achieve an efficient and highly desirable urban growth pattern in this area is through the interconnection of urban nodes, tourist activities, and medical and commercial centers.

**The proposed text amendment furthers this goal by balancing residential and commercial uses. The county has already approved significant residential development in the surrounding area. This amendment removes a barrier to commercial and retail development within the PIX district, and helps to promote additional development to support the residential population.**

3. The existing cities serve as the social, commercial, cultural, educational, and civic centers of the entire area. Their urban services and location are responsive to the needs of the neighborhoods.

**The proposed text amendment furthers this goal by ensuring the full range of needed land uses are provided. The proposed text amendment will encourage additional retail and commercial development to help support the needs of the neighborhoods along the US 27 corridor and surrounding area.**

4. The I-4 US 27 intersection, as a major access to the area, will allow regional-type activities to develop in the adjacent area.

5. The existing medical facilities will serve as attractors for other medical services and office centers.

6. Tourist commercial uses, mixed with regional-type activities are better served in the vicinity of the intersection of I-4 and US 27 and at the terminus of the Ernie Caldwell Boulevard.

7. Neighborhood and community activity centers are needed to help serve not only the visitors but also the permanent residents to the area.
8. Environmentally sensitive development is an enhancement to the quality of life. Provisions for Green Swamp protection, aquifer protection, and reforestation are important components to this plan.

**This text amendment furthers this goal by encouraging development on suitable land for development. The text amendment does not encourage development in unsuitable areas.**

9. Transportation efficiency is a desirable goal. This plan recognizes US 27 as the primary transportation corridor and the need for alternative North/South and East/West facilities to support urban growth.

**The proposed text amendment will help to provide commercial and retail establishments to support the growing residential population. This increase in development can help reduce trip lengths and provide employment for nearby residents. Major roadways will see less traffic and congestion as a result of these shorter trip lengths, helping contribute to transportation efficiency. The proposed amendment would also remove the requirement for direct frontage to a principal arterial roadway and instead allow for interconnective access, which will also help to reduce traffic on major roadways.**

10. Multi-use transportation corridors and access management are key implementation tools to providing a safe and efficient movement of vehicular traffic.

**The text amendment will permit an increase in commercial and retail development which will reduce trip lengths. The text amendment will also require interconnective access, which will help provide safe and efficient movement of vehicular traffic.**

11. This SAP has an important rural and agricultural component that needs to encourage agricultural activities and protection of these elements.

12. Mixing residential and non-residential uses along with interconnectivity between neighborhoods and commercial districts will support a more efficient transportation pattern in the area as well as help maintain the level of service on US 27.

**The proposed text amendment will result in more commercial and retail development in close proximity to residential developments. This will encourage a more mixed use development pattern for this portion of the county. The text amendment will require these developments to have interconnective access to principal arterial roadways, helping to support efficient transportation patterns.**

13. Mixed use developments that can provide a diverse mix of residential and non-residential uses are preferred within the SAP.

14. Provide a linked system of recreation by the establishment of an area-wide pedestrian and bikeway trail within rights-of-way and on sidewalks of collector and arterial roads with links to the Green Swamp.

15. This SAP area contains regionally important commercial sand resources. These raw materials are essential for future development in several central Florida Counties. Development standards must maximize long-term extraction of sand resources, and promote compatibility with adjoining uses, and promote and guide future conversion to developable land.

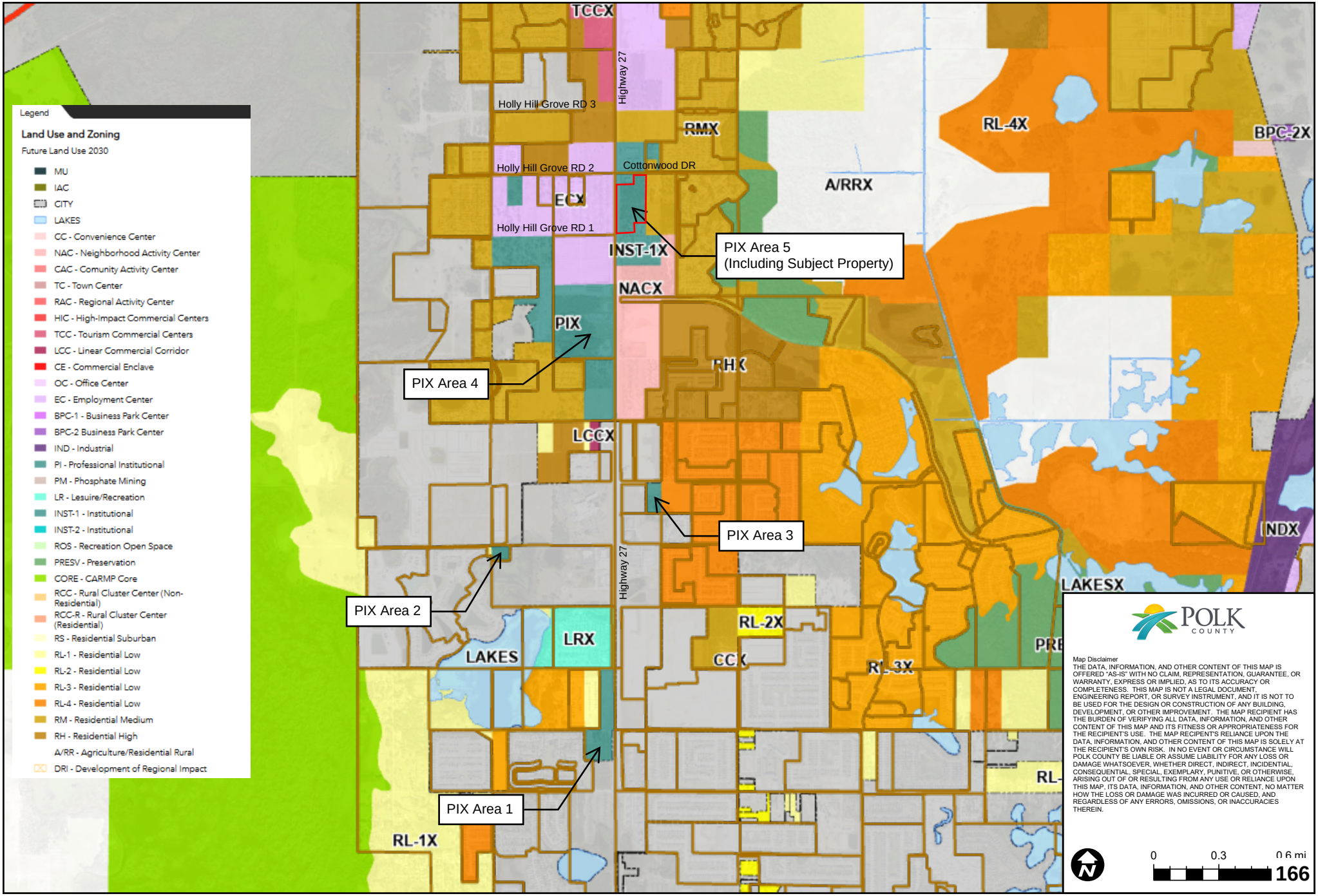
GOAL 2.131-Q: To develop an environmentally sensitive plan which encourages a high quality living environment through an efficient urban-growth pattern based on a balance of employment activities, residential and nonresidential uses, a range of housing opportunities, and short vehicle trips between housing, employment, and shopping in harmony with the special factors of the Green Swamp.

**The proposed text amendment seeks to provide a balance of residential and non-residential uses. The amendment removes barriers to having needed commercial development in this portion of the county.**

# EXHIBIT 1: FUTURE LAND USE MAP

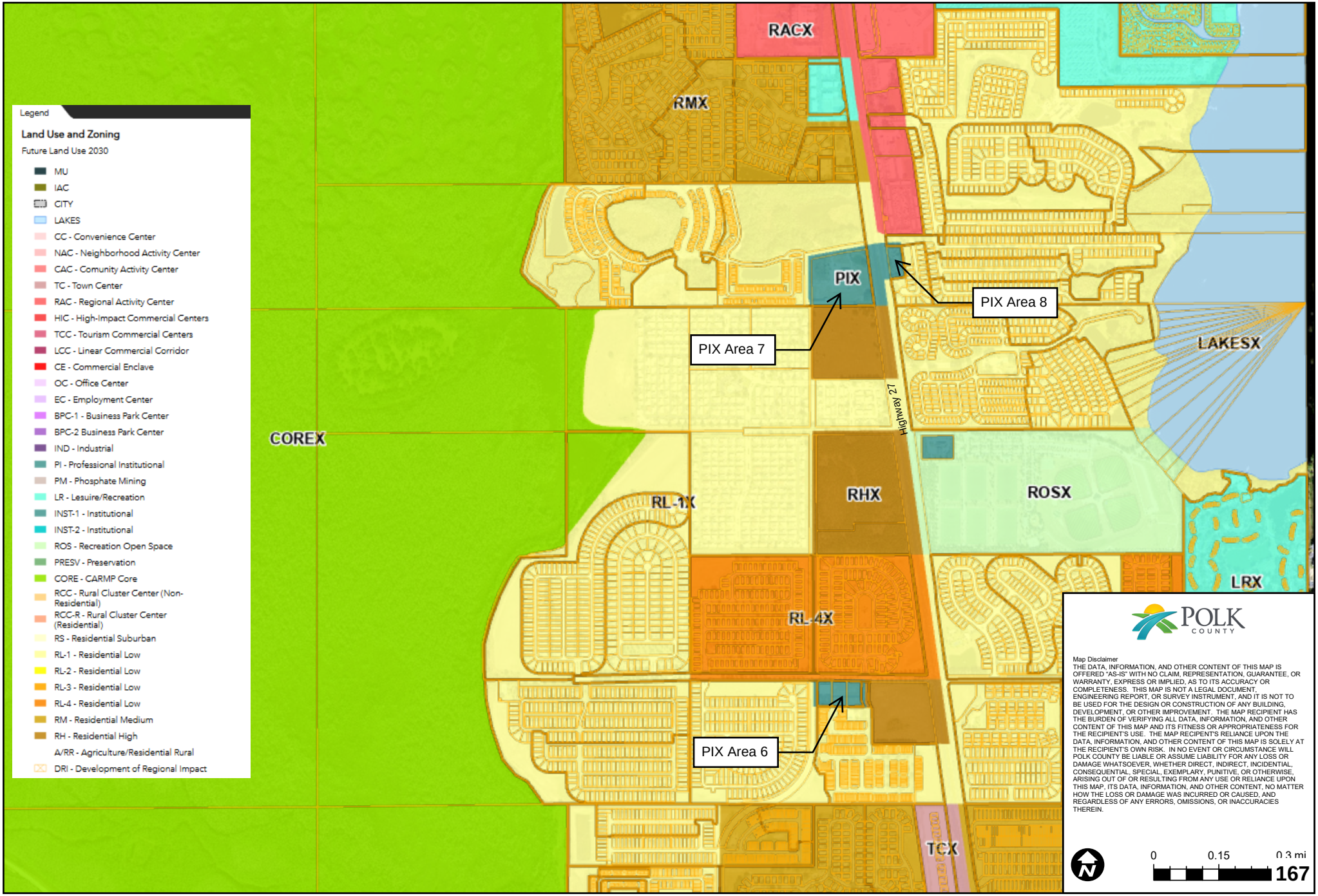
June 24, 2025

# Polk County - GIS Viewer v.1



June 24, 2025

# Polk County - GIS Viewer v.1



**AMENDMENT TO POLK COUNTY LAND DEVELOPMENT CODE**

**Section 401.06.E.3.i**

ii. The following conditions shall apply to gas stations within the PIX:

(1) Gas Stations are considered to be retail/commercial uses and shall not exceed the ~~20%~~ 30% limit of such retail/commercial uses allowed throughout the PIX district. A higher percentage of the limited 30 percent of retail and commercial uses shall only be permitted through a Conditional Use.

(2) Must have ~~direct frontage at~~ interconnective access to a signalized intersection of a principal arterial roadway.

(3) Gas Stations within the PIX shall not have high-speed diesel pumps.

**Section 401.06.E.3.r**

r. Retail - The following standards shall apply:

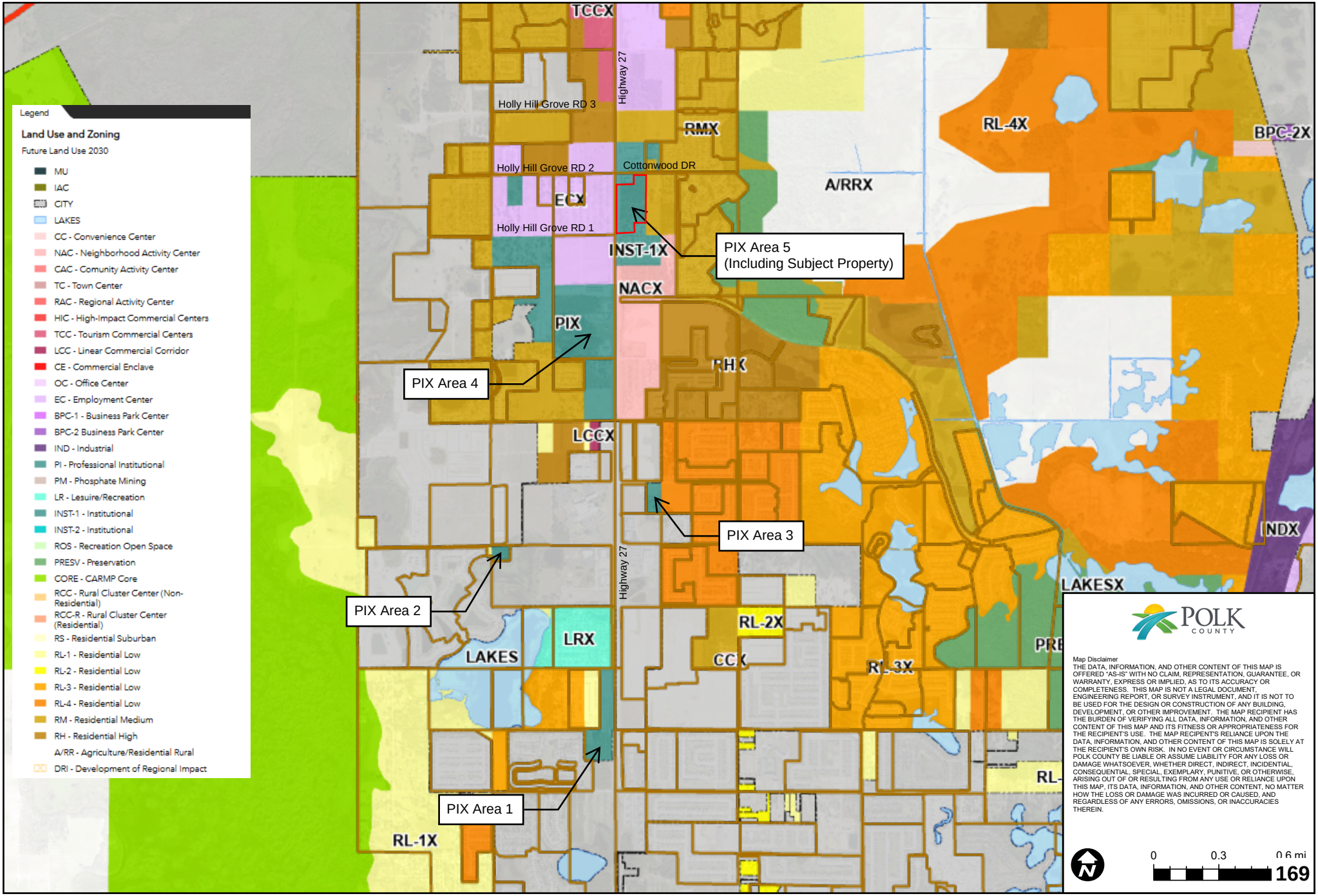
i. Retail uses are limited to 15 percent of the total developable area ~~PIX,~~ BPCX and INDX;

ii. Total area includes the group of contiguous parcels designated a land use that is not bisected by a collector or arterial roads or any physical natural barriers; and

iii. Only natural water bodies and untouched wetlands can be removed from the total area calculations.

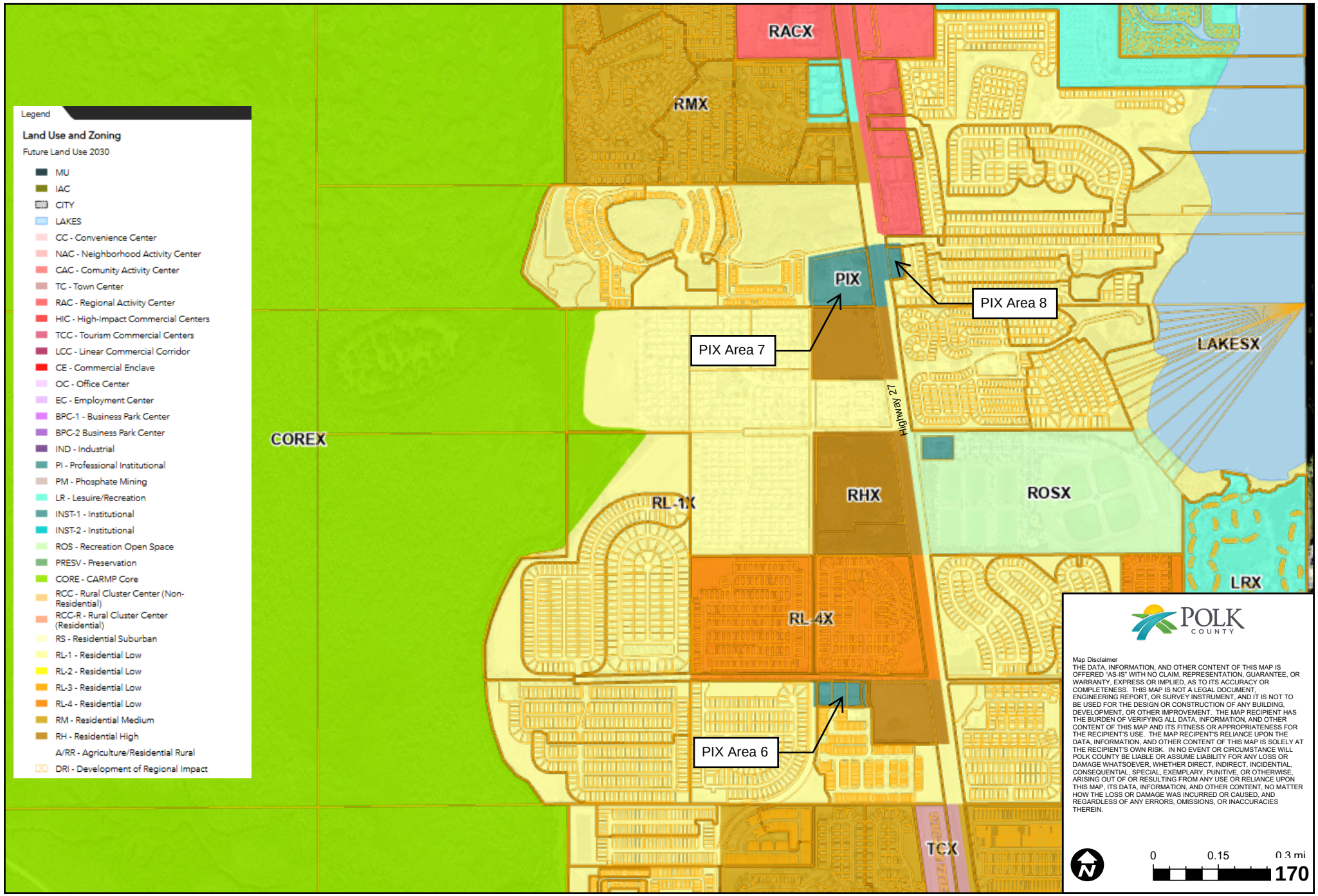
June 24, 2025

# Polk County - GIS Viewer v.1



June 24, 2025

# Polk County - GIS Viewer v.1



Polk County

Board of County Commissioners

Agenda Item N.3. 2/17/2026

## SUBJECT

Public Hearing (LDCPAS-2025-34 CR 546 Map Correction CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Agricultural/Residential Rural (A/RR) to Residential Suburban on ±9.7 acres to correct an error in the Future Land Use Map in the Rural Development Area (RDA). (No Fiscal Impact)

## DESCRIPTION

This is a County initiated request for property located between CR 546 and Old Dixie Highway, east of Tenoroc High School, west of Tower Manor Drive, east of the City of Lakeland, west of the City of Auburndale in Section 6, Township 28, Range 25. State law requires one Planning Commission hearing, which was held January 7, 2026, with a recommendation of approval by a 7:0 vote.

## RECOMMENDATION

Approval

## FISCAL IMPACT

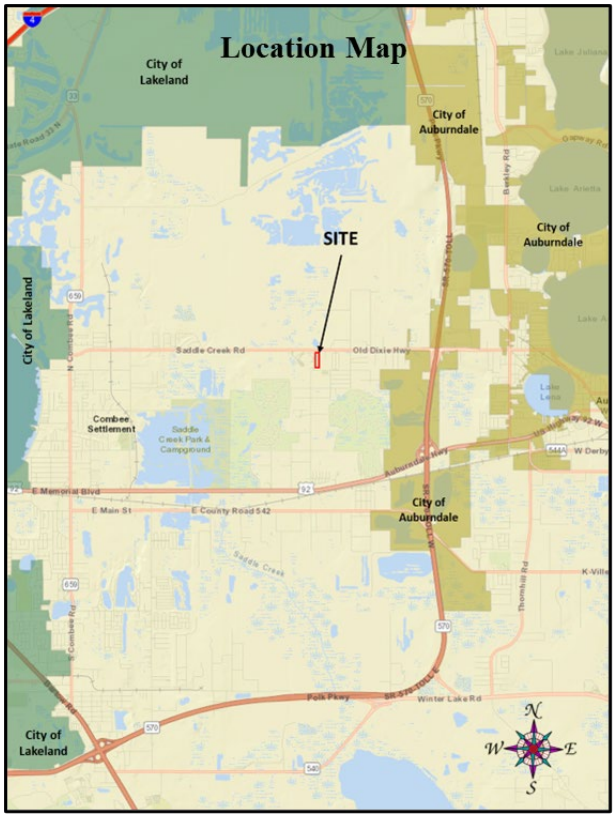
No Fiscal Impact

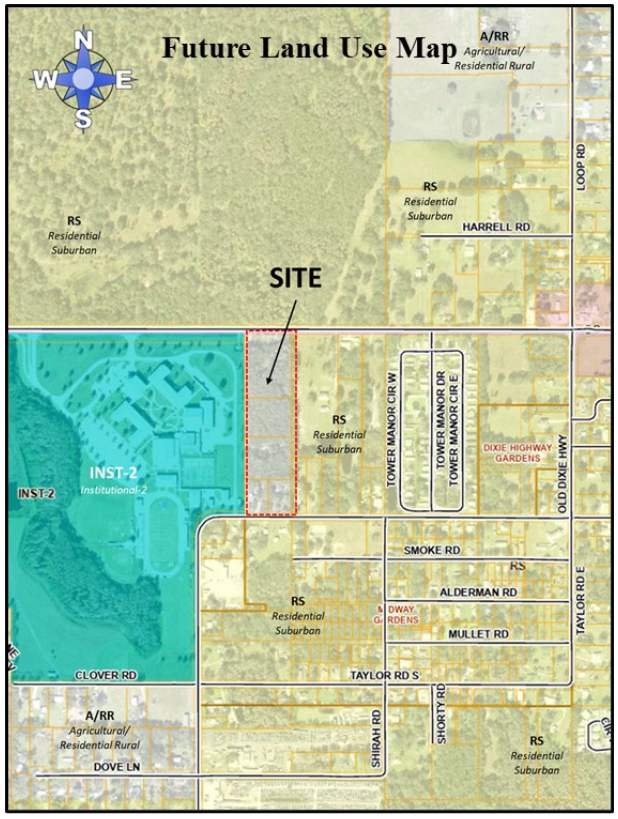
## CONTACT INFORMATION

Erik Peterson, AICP
Planning Administrator
Land Development Division
(863) 534-6470
erikpeterson@PolkFL.gov <mailto:erikpeterson@PolkFL.gov%20>

# POLK COUNTY
# DEVELOPMENT REVIEW COMMITTEE
# STAFF REPORT

| | |
|---|---|
| **DRC Date:** | November 6, 2025 |
| **Planning Commission Date:** | January 7, 2026 |
| **BoCC Dates:** | February 17, 2026 |
| **Applicant:** | Polk County, Land Development Division |
| **Level of Review:** | Small-scale Comprehensive Plan Amendment |
| **Case Number and Name:** | LDCPAS-2025-34 CR 546 Map Correction |
| **Request:** | Future Land Use Map change from Agricultural/Residential Rural (A/RR) in the Rural Development Area (RDA) to Residential Suburban (RS) in the Suburban Development Area (SDA)on ±9.7 acres to correct an error in the Future Land Use Map. |
| **Location:** | Between CR 546 and Old Dixie Highway, east of Tenoroc High School, west of Tower Manor Drive, east of the city of Lakeland, west of the city of Auburndale in Section 6, Township 28, Range 25. |
| **Property Owner:** | James Mock, Richard Edwards, Tasha Gabany, and Michael Wells |
| **Parcel Number (Size):** | 252806-000000-044140, 044160,044090, & 044100 (±9.7 acres) |
| **Development Area:** | Rural Development Area (RDA) |
| **Future Land Use:** | Agricultural/Residential Rural (A/RR) |
| **Case Planner:** | Erik Peterson, AICP |
| **Planning Commission Recommendation:** | Approval (Vote 7-0) |



**Summary:**

This approximately 9.7-acre collection of five properties is surrounded by Residential Suburban (RS) on three sides and INST-2 on the other side (see Exhibit 2). It is also hole of Rural Development Area (RDA) surrounded by Suburban Development Area (SDA). One of the property owners purchased approximately seven (7) acres on Saddle Creek Road in the spring of 2000. The maps at the time indicated that the property was Residential Suburban (see Exhibit 6). This was before the Geographical Information System (GIS) Data Viewers, and the Polk PA cadastral maps were utilized to display the Future Land Use Map and Development Area Map boundaries. Between the parcel map books and the Quadrangle Future Land Use Maps, the property appeared to be within the district lines. When the Future Land Use Map was attached to specific parcel boundaries, approximately 10 acres were not included in the RS district.

The property has potable water lines abutting three sides and a master lift station adjacent to the northwest corner, urban collector road frontages with a comprehensive sidewalk network, and a neighborhood park on the opposite side of Old Dixie Highway (see Exhibit 4). The INST-2 and SDA mapping of Tenoroc High School made the subject property an isolated district (spot zoning). Staff are requesting that this property be officially recognized as Residential Suburban (RS) in the Suburban Development Area (SDA).

**Compatibility Summary**

This Future Land Use Map and Development Area Map change request is primarily recognizing the existing development. It will enable the same capability for future growth as is currently allowed on neighboring properties. It is suspected that when the County transitioned from a more generalized Future Land Use Map to a more precise cadastral map, these properties were inadvertently placed in the wrong district on both maps (see Exhibits 2 and 6). Having the same development rights as all abutting properties is clearly meeting the Comprehensive Plan's definition of compatibility.

**Infrastructure Summary**

The site has ample water service, hydrants nearby, an excellent sidewalk network, and good access to major roadways. Wastewater connections are available but will probably never be needed for the most likely level of future development that may occur on this site. It is close to general mercantile stores, abuts a high school, and is across the street from a community park. There are also a number of different types of recreation available within close proximity.

**Environmental Summary**

The site has no significant environmental limitations. But the soil conditions are a limitation to an intense amount of development. There are no floodplains and only a small amount of wetlands onsite. The site is in an open drainage basin that feeds into Tenoroc State Preserve that forms the headwaters of Saddle Creek which flows to the Peace River. The area to the east and south is well developed with residences and there is a high school abutting the west boundary, so it is not likely that endangered species exist, especially on such a small site. The distances from airports and well sites are suitable. There are four dwellings within the area requested and only likely to be a few more as a result of this amendment.

**Comprehensive Plan**

The relevant sections of the Comprehensive Plan that are applicable to the project request:

- Policy 2.102(A1-A15) – Growth Management Policies
- Section 2.106 – Suburban Development Area (SDA) policies

Staff have reviewed each policy statement and addressed them in Tables 9 through 11 of this report. This site meets and exceeds the Comprehensive Plan criteria for a Residential Suburban district and Suburban Development Area (SDA) designation.

## Findings of Fact

***Request and Legal Status***

- *On October 23, 2025, the proposed Comprehensive Plan Future Land Use Map change request was presented to the Development Review Committee (DRC) in a pre-application meeting under case# LDDRC-2025-256.*

- *This is a county-initiated request for a Small-Scale Future Land Use designation change from Agricultural/Residential Rural (A/RR) in the Rural Development Area (RDA) to Residential Suburban (RS) in the Suburban Development Area (SDA) on ±9.7 acres to correct an error in the Future Land Use Map.*

***Compatibility***

- *The property abuts Residential Suburban (RS) on three sides and Suburban Development Area (SDA on all four sides.*

- *The surrounding Future Land Uses are Residential Suburban (RS) on three sides, but Institutional (INST-2) on the west side where a high school is currently located.*

- *This request will afford the subject properties the same development rights as all abutting properties.*

***Infrastructure***

- *The property is zoned for the closest schools, which are Lena Vista elementary, Stambaugh middle school, and Tenoroc High School which is abutting the property.*

- *The current fire closest response to this project is from is from Fire Station 39, the East Main Station in between the cities of Lakeland and Auburndale. The travel distance is approximately 4 miles and response times should average six (6) minutes.*
- *There is a fire hydrant within 800 feet of the north side of the site on Saddle Creek Road (CR 546) and a hydrant within 100 feet of the south side of the site on Old Dixie Highway.*

- *The site is served by the Polk County Sheriff's Office Southeast District Command 4120 US Highway 98, approximately 8½ miles driving distance from the site.*

- *The city of Auburndale provides potable water and wastewater to the area. There is a 12-inch water line on three sides of the property and the north side of the property abuts a wastewater lift station.*

- *The subject property has ±330 feet of frontage on Saddle Creek Road (CR 546) which is a two-lane urban collector road twenty-four (24) feet in width.*

- *The subject property has ±330 feet of frontage on Old Dixie highway which is a two-lane urban collector road twenty (20) feet in width.*

- *According to the Transportation Planning Organization, there is adequate capacity on Saddle Creek Road (CR 546) as well as other roads such as Combee Road and Berkley Road, and U.S. Highway 92 within the area transportation network to support the development currently. Old Dixie Road does not have enough traffic on it to track at this time.*

- *There are sidewalks on Saddle Creek Road (CR 546) and Old Dixie Highway that connect to recreation facilities, commerce and schools.*

- *The nearest park is immediately across the street on Old Dixie Highway.*

***Environmental***

- *The closest surface water is Lost Lake within Saddle Creek Park over 6,000 feet to the west of the site.*

- *There are no 100-year-flood hazard areas on the site. There is a small wetland area in the northeast corner of the property that drains via a 24" culvert to the north under Saddle Creek Road.*

- *The site is comprised of soil that is considered to have "severe limitations" for septic tank absorption fields and dwellings without basements, according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey.*

- *According to Polk County Endangered Habitat Maps, the property is not located within a one-mile radius of a past endangered species sighting. (Source: Florida Fish and Wildlife Conservation Commission, 2021).*

- *The site is not shown as a potential network connection or existing natural area on the Polk Green District Map but is a quarter mile south on an existing natural area (Tenoroc State Preserve).*

- *There are no conservation easements within a mile of 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."*

- *The Comprehensive Plan defines Compatibility in Division 4.400 as "A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."*

- *Policy 2.106-A5 of the Comprehensive Plan states "in order to achieve higher densities and intensities allowed by each land use, development in the SDA shall be required to connect to centralized water system,"*

- *Policy 2.106-A7 of the Comprehensive Plan states that "When evaluating non-residential projects within the Suburban Development Area the relative timeliness of the proposal shall be considered. The following factors shall indicate whether a project is premature:*
  a. *there is not functional and proximate relationship between the proposed development and other development;*
  b. *there is considerable displacement of ongoing economically viable agricultural activities;*
  c. *there is a lack of urban services, including but not limited to police, fire, and EMS; and*
  d. *the condition and adequacy of the collector and arterial road network is deficient.*

  *If a project is determined to be premature it shall not be approved."*

**Development Review Committee Recommendation:** Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee finds that with the proposed conditions, the proposed request **IS COMPATIBLE** with the surrounding land uses and general character of the area, **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code, and therefore, the Development Review Committee (DRC) recommends **APPROVAL of LDCPAS 2025-34.**

**Planning Commission Recommendation:** Based on the information provided at the advertised public hearing on January 7, 2026, the Planning Commission finds that the proposed request **IS COMPATIBLE** with the surrounding land uses and general character of the area, **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code, and therefore, the Planning Commission recommends **APPROVAL of LDCPAS 2025-34 with a vote of 7-0.**

***NOTE:*** *This staff report was prepared without the benefit of testimony and evidence submitted by the public and other interested parties at a public hearing.*

***NOTE:*** *All written comments made in the application and subsequent submissions of information made during the application review process, which are on file with the Land Development Division, shall be considered to be binding*

*upon the applicant, provided such comments are not at variance with the Comprehensive Plan, LDC or other development regulations in effect at the time of development.*

***NOTE:*** *Issuance of a development permit by the county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law*.

**Analysis**
This section of the staff report includes data on the surrounding uses, infrastructure conditions, environmental conditions, and related Comprehensive Plan policies and Land Development Code regulations.

**Surrounding Uses**
Table 1 to follow lists the Future Land Use (FLU) designations and the existing uses surrounding the subject site that are immediately adjacent.

**Table 1**

| | | |
|---|---|---|
| **Northwest:**<br>Residential Suburban (RS)<br>vacant | **North:**<br>Residential Suburban (RS)<br>vacant | **Northeast:**<br>Residential Suburban (RS)<br>Single-family detached homes |
| **West:**<br>Institutional-2 (INST-2)<br>Tenoroc High School | **Subject Property:**<br>Agricultural/Residential Rural (A/RR) four dwelling units and five lots on 9.7 acres | **East:**<br>Residential Suburban (RS)<br>Single-family detached homes<br>Tower Manor Mobile Home Park |
| **Southwest:**<br>Residential Suburban (RS)<br>Single-family detached homes | **South:**<br>Residential Suburban (RS)<br>Single-family detached homes | **Southeast:**<br>Residential Suburban (RS)<br>Single-family detached homes<br>Midway Gardens Park |

*Source: Polk County Geographical Information System and site visit by County staff*

The subject property is a 9.7-acre island of Rural Development Area (RDA) and A/RR future land use surrounded by a sea of Suburban Development Area (SDA) and RS future land use (See Exhibit 2). There are some other areas nearby that are also mis-mapped that will be corrected in future County-initiated amendment requests based upon development priorities. The surrounding area is mostly developed with the exception of the RS district to the north whose owner is waiting for wastewater capacity improvements to Auburndale's service so that a more intense development can be permitted there.

**Compatibility with the Surrounding Land Uses, Environment, and Infrastructure:**

While this request will triple the potential amount of development allowed on the property, it is merely recognizing existing uses and becoming more consistent with the surrounding uses and map designations. This request will correct what appears to be an error in mapping between generalized and more specific mapping systems. All of the urban services and more are available to justify Suburban Development Area (SDA) and the Residential Suburban (RS) designations.

A. Land Uses:

**The Comprehensive Plan defines compatibility as "*A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.*"**

This Future Land Use Map and Development Area Map change request is primarily recognizing the existing development. It will enable the same capability for future growth as is currently allowed on neighboring properties. It is suspected that when the County transitioned from a more generalized Future Land Use Map to a more precise cadastral map, these properties were inadvertently placed in the wrong district on both maps (see Exhibits 2 and 6). Having the same development rights as all abutting properties is clearly meeting the Comprehensive Plan's definition of compatibility.

B. Infrastructure:

The site has ample water service, hydrants nearby, an excellent sidewalk network, and good access to major roadways. Wastewater connections are available but will probably never be needed for the most likely level of future development that may occur on this site. It is close to general mercantile stores, abuts a high school, and is across the street from a community park. There are also a number of different types of recreation available within close proximity. This checks all boxes for the Suburban Development Area.

C. Environmental:

The site has no apparent environmental limitations. But the soils are only good for the level of most likely development (2-3 more dwellings). There are no floodplains and only a small amount of wetlands onsite. The site is in an open drainage basin that feeds into Tenoroc Preserve and Saddle Creek. The area is well developed with residences, so it is not likely that endangered species exist, especially on such a small site. The distances from airports and well sites are suitable.

**Nearest Schools**

The property is zoned for the closest schools, which are Lena Vista Elementary, Stambaugh Middle School, and Tenoroc High School which is abutting the property. The student estimates for both the maximum possible buildout and the more likely case are listed in Table 2, to follow.

**Table 2**

| Name of School | Annual Estimated Demand | Distance from subject site | School Capacity |
|---|---|---|---|
| Lena Vista Elementary | 1-4 students | ±2½ miles driving distance | 79% |
| Jere L Stambaugh Middle | 1-3 students | ±4½ miles driving distance | 85% |
| Tenoroc Senior High School | 1-4 students | Next door | 62% |

*Source: Polk County School Board, Duncan Associates Educational Facility Impact Fee Study, GIS*

The numbers shown include temporary classroom capacity (portables). Lena Vista Elementary currently has 25 portable classrooms while improvements are underway to upgrade existing classrooms and add more permanent capacity. Neither Stambaugh nor Tenoroc utilize portable classrooms at this time.

**Nearest Sheriff, Fire, and EMS Station**

Fire response to this project is from Fire Station 39, the East Main Station in between the cities of Lakeland and Auburndale. The travel distance is approximately four (4) miles and response times should average six (6) minutes. Ambulance response is from the same location. The Four Corners Station is staffed 24/7 with career personnel and augmented by response from other similarly staffed fire stations in the two cities. Response times can vary significantly based on many factors. The site has access to a 12-inch water line from the city of Auburndale and there is an existing fire hydrant meeting current fire flow requirements on Old Dixie Road within 100 feet of the property and a hydrant within the non-fenced portion of the school grounds near Saddle Creek Road.

**Table 3**

| | Name of Station | Distance | Response Time* |
|---|---|---|---|
| Sheriff | Southwest District Command (4120 US 98N, Lakeland) | ±8½ miles | 7 minutes |
| Fire | Station #39 East Main (3325 E Main Street near Lakeland) | ±4 miles | 6 minutes |
| EMS | Station #39 East Main (3325 E Main Street near Lakeland) | ±4 miles | 6 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.*

The responding Sheriff's substation will be out of the Southwest District located at 4120 US Highway 98 near Polk State College and is over eight miles from the site. Sheriff response times are not as much a function of the distance to the nearest sheriff's substation, but more a function of the overall number of patrol officers within the district. The Southwest District has the second highest staffing level of the five District Stations in the County.

**Water and Wastewater**

The city of Auburndale has provided potable water service to this area since before the adoption of the Comprehensive Plan. That is why it is suspected that this was a mapping error. It's difficult to tell because the Future Land Use Map at the time was very generalized (see Exhibit 6). Wastewater service has been available since 2008 that serves the high school and the Saddle Creek Preserve residential development.

A. Estimated Demand:

If you look at the absolute worst-case scenario of what can be constructed in the RS district you will see an outrageous discrepancy between the current permitted demand and proposed district demand for services. Table 4a, to follow, provides generalized estimates of the anticipated water and wastewater demands in the maximum scenario. However, it is not likely that the maximum will occur on this site.

**Table 4a**

| Subject Property | Estimated Impact Analysis | | |
|---|---|---|---|
| ±9.7 acres<br>*A/RR* | **Demand as Currently Permitted**<br>*A/RR* | **Maximum Permitted on the property**<br>*RS (SPD)* | **Percentage increase** |
| Permitted Use | 1 unit | 29 dwelling units | |
| Potable Water Consumption (GPD) | 360 | 10,440 | 2,800% |
| Wastewater Generation (GPD) | 270 | 7,830 | 2,800% |

*Source: Polk County Concurrency Manual & Polk County Utilities estimates*

In reality, the existing four units may increase to seven units in the future most likely. One dwelling unit is estimated to consume an average of 360 gallons of potable water per day and 270 gallons of wastewater according to current Comprehensive Plan estimates. Table 4b, to follow, provides generalized estimates of the anticipated water and wastewater demands of the planned government facilities on the site. This more realistic comparison shows that the demand for water and wastewater will be marginal and well within the city's ability to serve in the future.

**Table 4b**

| Subject Property | Estimated Impact Analysis | | |
|---|---|---|---|
| ±9.7 acres<br>*A/RR* | **Demand as Currently Permitted**<br>*A/RR* | **Maximum Permitted on the property**<br>*RS (SPD)* | **Future Plan** |
| Permitted Intensity | 4 dwelling units (existing) | 29 dwelling units | 2-3 more additional homes |
| Potable Water Consumption (GPD)* | 1,440 | 10,440 | *2,250 GPD*<br>*75%* |
| Wastewater Generation (GPD)* | 1,080 | 7,830 | *1,890 GPD*<br>*75%* |

*Source: Polk County Concurrency Manual & Polk County Utilities estimates, Single-family 360 gpd water, 270 wastewater,*

B. Available Capacity:

There is a 12-inch potable water line along the property frontage on Saddle Creek Road (CR 546) and it loops along the western property line of this request within the high school property. It then runs east along the north side right-of-way on Old Dixie highway. Connection to this service enables further development within the request.

Three treatment plants are utilized to provide potable water the entire utility service area of Auburndale that derive the raw water from seven (7) different wells. These facilities distribute more than 1.6 billion gallons of water to our customers annually. The city is also a contributing member to the Polk Regional Water Commission (PRWC) which assures that there will be capacity for future growth of the system.

Wastewater service has been provided to the area since 2006 when the city extended service to serve the future high school which began construction that year. The lift station abutting the northwest corner of this land use request was operational in mid-2008. The city has two wastewater treatment plants that combine to provide 6.4 million gallons per day (MGD) of capacity to the service area. The high school is served by a plant located west of the Polk Parkway just north of Braddock Road. It is not likely that these properties will connect to wastewater service in the future.

C. Planned Improvements:

The city is actively pursuing improvements to existing lines and lift stations to connect more future growth to the existing wastewater treatment plants. The city is coordinating with the PRWC for an interconnect and mixing facility off of Derby Road. This will begin construction in late 2026 once approval is completed.

**Roadways/Transportation Network**

There are more than adequate transportation facilities to accommodate an RS district on this approximately 9.7 acres. The traffic generated by such a facility is low even if the development potential is maximized. The surrounding roadway network has ample capacity remaining. There is a complete sidewalk network for nearly the entire length of Saddle Creek (CR 546) that reaches schools, recreation facilities, and commerce.

A. Estimated Demand

Looking at the maximum buildout of the highest intensity use possible provides the analysis in Table 5 to follow:

**Table 5**

| **Subject Property** | **Estimated Impact Analysis** | | |
|---|---|---|---|
| ±9.7 acres<br>*A/RR* | **Demand as Currently Permitted**<br>*A/RR* | **Maximum Permitted on the property**<br>*RS (SPD)* | **Percentage increase** |
| Permitted Use | 1 unit | 29 dwelling units | |
| Average Annual Daily Trips (AADT) | 8 | 227 | *2,800%* |
| PM Peak Hour Trips | 1 | 29 | *2,800%* |

*Source: Polk County Concurrency Manual rate of Single-family = 100% new trips 7.81 AADT, 1 PM Peak Hour*

In reality, the proposed development will be a few homes. It is highly unlikely that it will develop at the maximum of three units per acre because of unfavorable soil conditions. The table to follow provides a more accurate comparison of the current entitlements to the intended use of the property.

**Table 5a**

| **Subject Property** | **Estimated Impact Analysis** | | |
|---|---|---|---|
| ±9.7 acres<br>*A/RR* | **Demand as Currently Permitted**<br>*A/RR* | **Maximum Permitted on the property**<br>*RS (SPD)* | **Future Plan** |
| Permitted Intensity | 4 dwelling units (existing) | 29 dwelling units | 2-3 more homes |
| Average Annual Daily Trips (AADT) | 31 | 227 | 55 |
| PM Peak Hour Trips | 4 | 29 | 7 |

*Source: Polk County Concurrency Manual rate of Single-family = 100% new trips 7.81 AADT, 1 PM Peak Hour*

B. Available Capacity

There is available traffic capacity in the network to support more development at this location Table 6 provides a gauge of the area traffic at its peak hour, peak season level. In this location the major roads have ample capacity to support a few more homes easily and the maximum possible which would be 25 additional.

**Table 6**

| **Link #** | **Road Name** | **Current Level of Service (LOS)** | **Available PM Peak Hour Capacity** | **Minimum LOS Standard** |
|---|---|---|---|---|
| 4050E | CR 546 (Saddle Creek Road)<br>From: Combee Road To: Ariana Boulevard | B | 755 | D |
| 4050W | CR 546 (Saddle Creek Road)<br>From: Ariana Boulevard To: Combee Road | B | 736 | D |
| 7301N | SR 659 (Combee Road)<br>From: U.S. 92 To: CR 546 (Saddle Creek Road) | C | 159 | D |
| 7301S | SR 659 (Combee Road)<br>From: CR 546 (Saddle Creek Road) To: U.S. 92 | C | 271 | D |
| 4072N | SR 559 (Berkley Road)<br>From: U.S. 92 To: CR 546 (Old Dixie Highway) | C | 882 | E |
| 4072N | SR 559 (Berkley Road)<br>From: CR 546 (Old Dixie Highway) To: U.S. 92 | C | 844 | E |

*Source: Polk County Transportation Planning Organization, Concurrency Roadway Network Database January, 2025*
** Indicates capacity after programmed improvements*

C. Roadway Conditions

Saddle Creek Road (CR 546) is an urban collector road but is substandard in right-of-way width by 10 feet. The pavement is 28 feet wide, but the right-of-way is 70 feet wide when 80 feet is needed. Old Dixie Highway is also an urban collector, but it is substandard in both right-of-way and pavement width. The right-of-way is only 50 feet wide, and the pavement width is only 20 feet. Both roads are in above average condition having been resurfaced in the last 10 years.

D. Planned Improvements:

There are no major roadway improvements in this area of the County. The closest major roadway improvement planned in the five-year Community Investment Program in this area is listed to follow.

**Table 7**

| Location | Fiscal Year CIP (construction cost) | Project Description |
|---|---|---|
| CR 557 Widening | 2026-2027 ($150,000,000 ) | Widening of the existing two-lane CR 557 corridor to four lanes from US 17/92 (Shinn Blvd) to the I-4 Interchange, an approximate length of six (6) miles. |

E. Mass Transit

The closest mass transit stop is approximately nearly four (4) miles walking distance from the site at the intersection of Combee Road and Idlewild Street. Even though the entire route has sidewalks, such a distance is impracticle for most individuals to use. This is no a transit oriented area.

F. Sidewalks

For what has been mapped as a rural area, there is quite an extensive sidewalk network in this area that connects this site to parks, schools, and commerce. All of Saddle Creek Road has sidewalks on at least one side. All of Old Dixie Highway has sidewalks to U.S. Highway 92.

**Park Facilities and Environmental Lands**

There are a number of recreational resources serving this area. Just across the street is a very good neighborhood park that serves multiple recreation needs for the community. There are many walking and hiking opportunities in the immediate area as well.

A. Location:

- Midway Gardens Park, 2487 Smoke Road (100 feet from the property)
- Saddle Creek Park, 3716 Morgan Combee Road, (3 miles driving distance from the property)
- Lake Myrtle Sports Complex (4 miles driving distance from the property)
- Tenoroc State Preserve, 3829 Tenoroc Mine Road (7 miles driving distance from the property)

B. Services:

- Midway Gardens Park - playground, picnic tables and shelters, baseball/softball field. There are also a basketball court and an athletic field.
- Saddle Creek Park – playground, picnic tables and shelters, baseball/softball field, walking paths/trails, campground, boat ramps, firearms range.
- Lake Myrtle Sports Complex – Nine (9) baseball fields, eight (8) batting cages, football stadium, 15 athletic fields, meeting facilities
- Tenoroc State Preserve – Archery range, firearms ranges, boat ramps, fishing dock, walking/hiking trails.

C. Environmental Lands:

Tenoroc State Preserve is the closest public environmental land holding. There is public access to Lost Lake just 1¼ miles to the west. This is good for a short day-hike or daily exercise. There is a sidewalk from the north of the property to the access. The Florida Trail passes through Tenoroc. There are many hiking trails throughout the state preserve. However, public access requires permits and is strictly regulated by the Florida Division of Forestry.

D. Planned Improvements:

There are no major projects planned in this area in the 2024-2028 Community Investment Program.

**Environmental Conditions**

The site has no significant environmental limitations to future development. But the soil conditions are a limitation to maximizing the amount of development enabled by approving this request. There are no floodplains and only a small amount of wetlands onsite. The site is in an open drainage basin that feeds into Tenoroc State Preserve that forms the headwaters of Saddle Creek which flows to the Peace River. The area to the east and south is well developed with residences and there is a high school abutting the west boundary, so it is not likely that endangered species exist, especially on such a small site. The distances from airports and well sites are suitable. There are four dwellings within the area requested and only likely to be a few more as a result of this amendment.

A. Surface Water

The highest elevation on the property is 127 feet above sea level on the south end. The lowest is 119’ on the northeast corner. There is a drainage culvert that moves site runoff under Saddle Creek Road to an elevation of 117 feet. From there it enters what appears to be a closed wetlands system that slowly drains to a broader area within the Tenoroc State Preserve. This amendment request will not result in an amount of impervious surface coverage that could overburden this system. The most likely development scenario is a few more residences and a paved driveway. There is not enough undeveloped land to result in an intensity to the level of the Saddle Creek Preserve subdivision to the immediate west of the high school.

B. Wetlands/Floodplains

There are no areas within the 100-year floodplain on site, but there are flood hazard areas on the properties to the west abutting Tower Manor Mobile Home Park. There is a small wetland area in the northeast corner of the property that drains via a 24-inch culvert to the north under Saddle Creek Road. That area of the property can be easily avoided by any future development under the RS Future Land Use Map designation. This amendment will enable up to three dwelling units per acre. However, the most likely buildout is two or three more house lots through Residential Infill Development with access via easement. Such low-scale development will have very little impact on wetlands or floodplains.

C. Soils:

The site has severe soil conditions for development. The water table is often just below 18 inches of the surface in Pamona soils. Septic tanks usually are mounded. This will prevent the site from reaching its maximum density of three units to an acre under the proposed district.

**Table 8**

| **Soil Name** | **Septic Tank Absorption Field Limitations** | **Limitations to small commercial buildings** | **% of Site** *(approximate)* |
|---|---|---|---|
| Pamona Fine Sand | Severe: wetness, perc slowly | Severe: wetness | 97% |
| Kaliga Muck | Severe: ponding, poor filter | Severe: subsides, ponding, low strength | 3% |

*Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service*

A small portion of the northeast corner has some wetland conditions and mucky soils. This accounts for an insignificant amount of the property and can be easily avoided. There is a 24-inch culvert that drains this area under Saddle Creek Road into a larger wetland system on the north side of the street.

D. Protected Species

According to Polk County Endangered Habitat Maps, the property is not located within a one-mile radius of any known endangered species sightings. (Source: Florida Fish and Wildlife Conservation Commission, 2021). Most of the area is built out and there are four residences on the five properties. There is a high school abutting the west side and major roadways on the north and south ends of the request. It is not likely that endangered species dwell onsite.

There are no conservation easements nearby. However, Tenoroc State Preserve is within 3,000 feet. Parts of Tenoroc State Reserve are identified as “Existing Network Connections” and “Potential Network Connections” on the Polk Green Map.

E. Historic and Archeological Resources

According to the Florida Department of State, Division of Historical Resources, there are no archeological sites listed in the Florida Master Site File for the property. However, there have been historical resources discovered in the area to the north where phosphate mining occurred. The Midway Gardens Subdivision was platted in 1926. George Mason sold 16 of the lots in the plat to the County for a park in 1983. It has no historical significance.

F. Wells (Public/Private)

City of Auburndale Utilities provides potable water and wastewater service to the area. The closest public wellfield is located in the city at their main water treatment plant on Atlantic Avenue which is over four miles away from the amendment site.

G. Airports

There are no airports near this area. Winter Haven Regional Airport is approximately seven (7) miles away and Lakeland-Linder International is over 11 miles away.

H. Conservation Lands

To the west, just past the High School and north of CR 546 is a portion of the Tenoroc State Reserve. There are no conservation easements nearby. Tenoroc State Reserve is a publicly funded effort to reverse the extensive environmental damage that was cause by the Coronet Phosphate Mine that operated on it in the 1950s and 1960s. The native and endangered plant and animal species that exist within the state reserve today are there as a result of the clean-up efforts.

**Economic Factors:**

This area is a pocket of unincorporated lands that are partially served by Polk County utilities and the cities of Lakeland and Auburndale. The County, cities, and the School Board have made substantial investments into promoting future growth in the area. This property has direct access to potable water and wastewater services; nearby schools and parks, abutting sidewalks, storm drainage network, and efficient delivery of public safety services. Such an area should have been designated Urban Growth Area by the plan given the amount of public expenditure. However, it was overlooked under the original mapping which continues today. This amendment request is one of many in the future to rectify the budgetary actions of the Community Investment Program (CIP) and the Future Land Use Map.

**Consistency with the Comprehensive Plan**

There has been a significant amount of public investment in this area since before the adoption of the Comprehensive Plan. However, the Future Land Use Map has not captured all of it. This amendment is one of many that will correct this shortcoming by accurately documenting the infrastructure and past development approvals.

Many policies within the Comprehensive Plan are reviewed for consistency with an application. The most relevant policies for the proposed request are included in this section. The policy is first stated and then an analysis of how the request is provided to state that it may or may not be consistent with the Comprehensive Plan. How the request is **consistent or inconsistent** with the Comprehensive Plan is listed below:

- Section 2.102 – General Growth Management policies
- Section 2.106 – Suburban Development Area (SDA) policies
- Section 2.120 – Residential Suburban

The table to follow provides a brief breakdown of Section 2.102 policies that are most pertinent to this request.

**Table 9**

| Comprehensive Plan Policy | Consistency Analysis |
|---|---|
| POLICY 2.102-A1: DEVELOPMENT LOCATION – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities. | This amendment will promote contiguous and compact growth patterns by eliminating an isolated A/RR district surrounded by RS and INST. |
| POLICY 2.102-A2: COMPATIBILITY - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development. | The RS land use designation is compatible with the abutting RS land use designation and does not conflict with the abutting INST-2 designation of Tenoroc High School. |
| POLICY 2.102-A3: DISTRIBUTION - Development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available. | This amendment will contribute to a better distribution of land uses that recognize the investment in infrastructure. |
| POLICY 2.102-A4: TIMING - The development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system. | The time has passed for these properties to be within the SDA and RS district. It should be UGA. There is water, wastewater, nearby schools, public safety facilities, and multimodal transportation. |
| POLICY 2.102-A15: ADEQUATE PUBLIC FACILITIES - The County will direct new growth to areas where adequate public facilities exist or are planned; and ensure that essential services are in place to provide for efficient, cost-effective response times from the Fire Department, Sheriff's Department, and Emergency Management Service (EMS). | The nearest Fire Rescue Station is within four miles. It is backed up by the cities of Lakeland and Auburndale Fire departments. |

The table to follow provides a brief breakdown of Section 2.106 Suburban Development Area (SDA) policies that are most pertinent to this request.

**Table 10**

| Comprehensive Plan Policy | Consistency Analysis |
|---|---|
| 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. | This property is surrounded by SDA. It is in between the city limits of Lakeland and Auburndale. It has direct access to public water and wastewater services. It has sidewalk connections to the abutting High School. The area has many parks; both within short walking and driving distances. |
| POLICY 2.106-A5: DEVELOPMENT CRITERIA -- Development within the Suburban Development Areas shall conform to the following criteria as further specified in the Land Development Code: | |
| a. support continued agricultural activities by requiring the implementation of compatibility techniques to limit land use conflicts; | This area has very few bona fide agricultural uses, if there are any at all. |
| b. protect and preserve open space, agricultural and environmentally sensitive lands by implementing clustering and other conservation development strategies as established in Section 2.1251 of this element; | Tenoroc State Reserve is to the two tracts to the west and one tract to the north. |
| c. incorporate design features that promote healthy communities and green building practices, as established in Section 2.1251, Community Design, of this element; | This is recognizing existing development. |
| d. provide access to civic space, parks, green areas, and open space and other amenities; | Midway Gardens Park is across the street on Old Dixie Highway and Saddle Creek Park is 3½ miles driving distance. |
| e. be supported by public safety (i.e., fire, EMS and law enforcement); | The closest Fire Rescue Station is four miles away on County Rad 542 west of Reynolds Road. |
| f. have access to elementary schools; | The properties have direct sidewalk connections to Tenoroc High School. The closest elementary school is Lena Vista Elementary on Berkley Road over 2½ miles away, but it is connected by a sidewalk most of the way. |
| g. encourage connectivity between uses within the SDA, and between the SDA and other urban centers and the rural development areas; and | Three properties are connected via easement to CR 546. The two fronting Old Dixie Highway are not. |
| h. in order to achieve higher densities and intensities allowed by each land use, development in the SDA shall be required to connect to centralized water system and incorporate clustering and other low impact design criteria as established under the Residential Suburban (RS) land use criteria, the Conservation Development Section (Section 2.1251), the Residential Rural Development (RRD) or the Rural Mixed Used Development (RMD) sections (Section 2.1251) of this element. | There is a 12-inch potable city of Auburndale water line along the south side of County Road 546 that loops through the High School property and runs along the north side of Old Dixie Highway providing the availability of connection to these properties in the future. |

The table to follow provides a brief breakdown of Section 2.120 Residential Suburban policies that are most pertinent to this request.

**Table 11 – Residential Suburban Policies**

| Comprehensive Plan Policy | Consistency Analysis |
|---|---|
| POLICY 2.120-A1: CHARACTERISTICS - Densities up to, and including, 1 DU/5 AC, unless permitted through SPD, RRD, RMD or the criteria established within the SR 17 Ridge Scenic Highway Provision of Section 2.124-H. The Residential-Suburban classification is characterized by single-family dwelling units and duplex units. | There are four single-family dwelling units on five lots. |
| POLICY 2.120-A3: LOCATION CRITERIA - Residential-Suburban areas shall be located only within the SDA and new Residential-Suburban development shall not be located within Activity Centers. | The amendment proposal includes a change in the Development Area designation from an isolated RDA to a more consistent SDA. |
| POLICY 2.120-A4: DEVELOPMENT CRITERIA - Development within designated RS areas shall be limited to:<br><br>a. Residential development containing single-family dwelling units, duplex units, and family-care homes, at a density of up to, and including, one dwelling unit per five acres (1 DU/5 AC). Density may be adjusted based on the actual size of the section. A property outside of the Green Swamp Area of Critical State of Concern, may be considered five acres if it is one one-hundred and twenty-eighth (1/128) the section size for sections less than six hundred forty acres (640 acres). This includes counting to the centerline of local and collector roads.<br>b. The "permitted uses" of Suburban Planned Development (SPD), Rural-Residential Development (RRD), or Rural Mixed-Use Development (RMD). (See Sections 2.120-B, 2.121-B, and 2.121-C.)<br>c. Properties adjacent to SR 17 shall be allowed densities and/or intensities up to the maximum allowed in this land use category (3 dwelling units per acre) as a permitted use without requiring a public hearing provided the development meets all the criteria established in Section 2.124-H for Scenic Highways and the Scenic Highway development regulations within the Land Development Code. At a minimum, all development shall:<br>1. Connect to a centralized potable water supply, and<br>2. Provide no less than 30% open space throughout the development with at least 70% of that open space dedicated to scenic vista preservation, either along the highway or through the property to a distant view beyond the property boundary. This open space shall be set aside as conservation in perpetuity via a binding legal instrument which prohibits future development within the established boundaries. | There are four dwellings and five residential lots within approximately 9.7 acres. Under the Residential Infill Development policies, one of the properties can be split into 0.93-acre properties. |

**Table 11 – Residential Suburban Policies**

| Comprehensive Plan Policy | Consistency Analysis |
|---|---|
| d. Community Facilities, in accordance with policies of this Plan and the provisions of the Land Development Code.<br>e. Residential Infill Development (RID) that contains single-family or duplex-style development and is located amongst an existing residential community (See Section 2.125-N).<br>f. Farmworker housing under specific design parameters listed in the Land Development Code not to exceed an intensity of sixteen (16) workers per acres. | |

## Urban Sprawl Analysis

After analyzing the primary indicators of Urban Sprawl per *Policy 2.109-A10* of the Polk County Comprehensive Plan, it is apparent that the proposed request is not considered urban sprawl based on these criteria as this is a mapping error of a land use, and it is permitted in the designated area. Table 10 (below) depicts the Urban Sprawl Criteria used by staff as indicators of Urban Sprawl.

Urban Sprawl Criteria: The following table lists the criteria are the primary indicators of urban sprawl per Florida Statutes Policy 2.102-A11.

**Table 12 Urban Sprawl Criteria**

| Urban Sprawl Criteria | Sections referenced in this report |
|---|---|
| a. *Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.* | Summary of analysis |
| b. *Allows a significant amount of urban development to occur in rural areas.* | Summary of analysis |
| c. *Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.* | Summary of analysis, surrounding Development, compatibility |
| d. *Fails to adequately protect and conserve natural resources and other significant natural systems.* | Summary of analysis, surrounding Development, compatibility |
| e. *Fails to adequately protect adjacent agricultural areas.* | Compatibility with Surrounding Land Uses |
| f. *Fails to maximize existing public facilities and services.* | Summary of Analysis, Infrastructure |
| g. *Fails to minimize the need for future facilities and services.* | Summary of Analysis, Infrastructure |
| h. *Allows development patterns that will disproportionately increase the cost of providing public facilities and services.* | Summary of Analysis, Infrastructure |
| i. *Fails to provide a clear separation between urban and rural uses.* | Summary of Analysis, Compatibility with Surrounding Land Uses |
| j. *Discourages infill development or redevelopment of existing neighborhoods.* | Summary of Analysis, Compatibility with Surrounding Land Uses |
| k. *Fails to encourage an attractive and functional mixture of land uses.* | Summary of Analysis, Compatibility with Surrounding Land Uses |
| l. *Will result in poor accessibility among linked or related land uses.* | Summary of Analysis, Compatibility with Surrounding Land Uses |

Urban Sprawl Criteria: The following table lists the criteria are the primary indicators of urban sprawl per Florida Statutes Policy 2.102-A11.

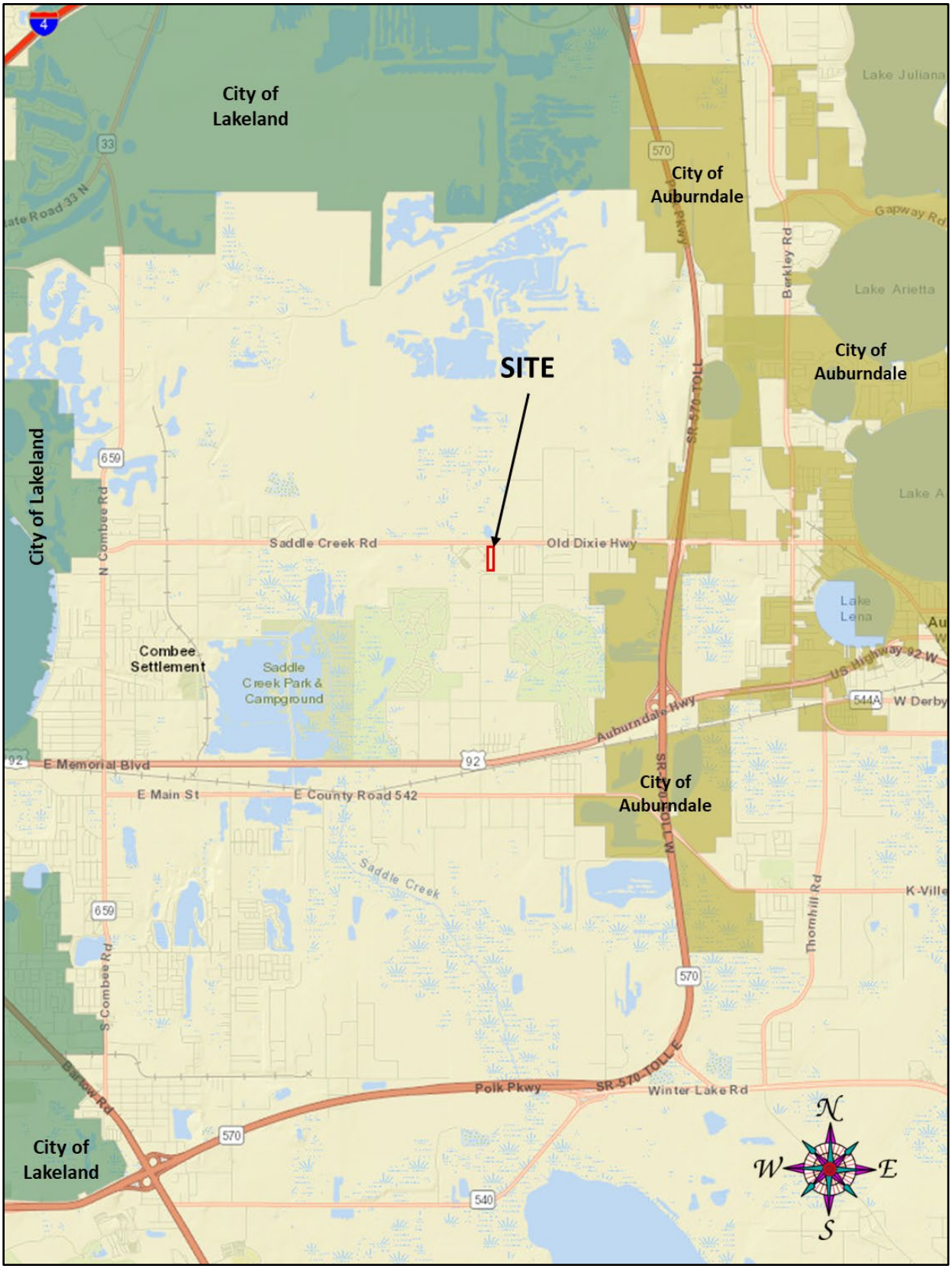
**Table 12 Urban Sprawl Criteria**

| Urban Sprawl Criteria | Sections referenced in this report |
|---|---|
| m. *Results in the loss of a significant amount of open space.* | Summary of Analysis, Compatibility with Surrounding Land Uses |

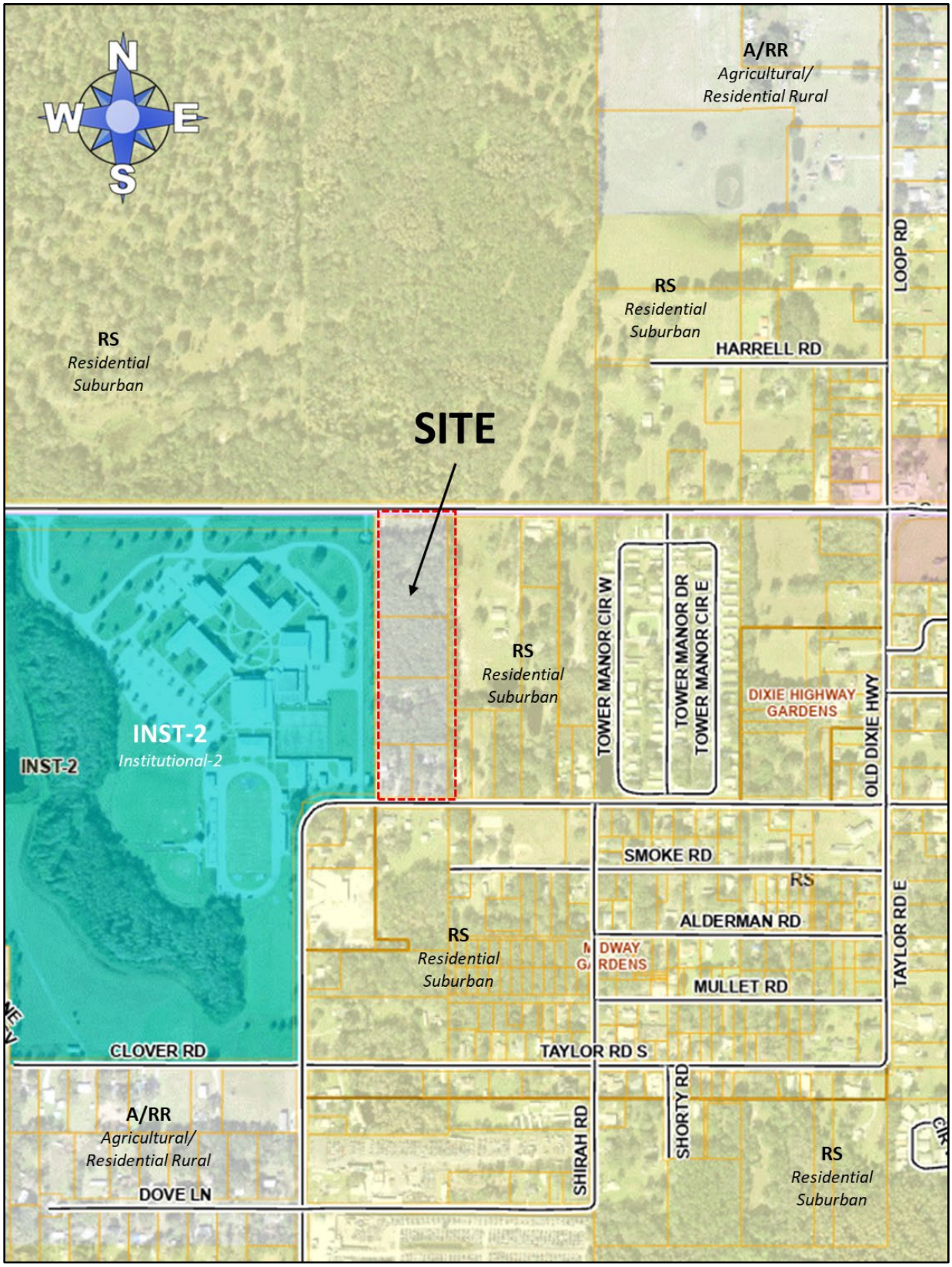
**Comments from other Agencies:** None.

**Exhibits:**

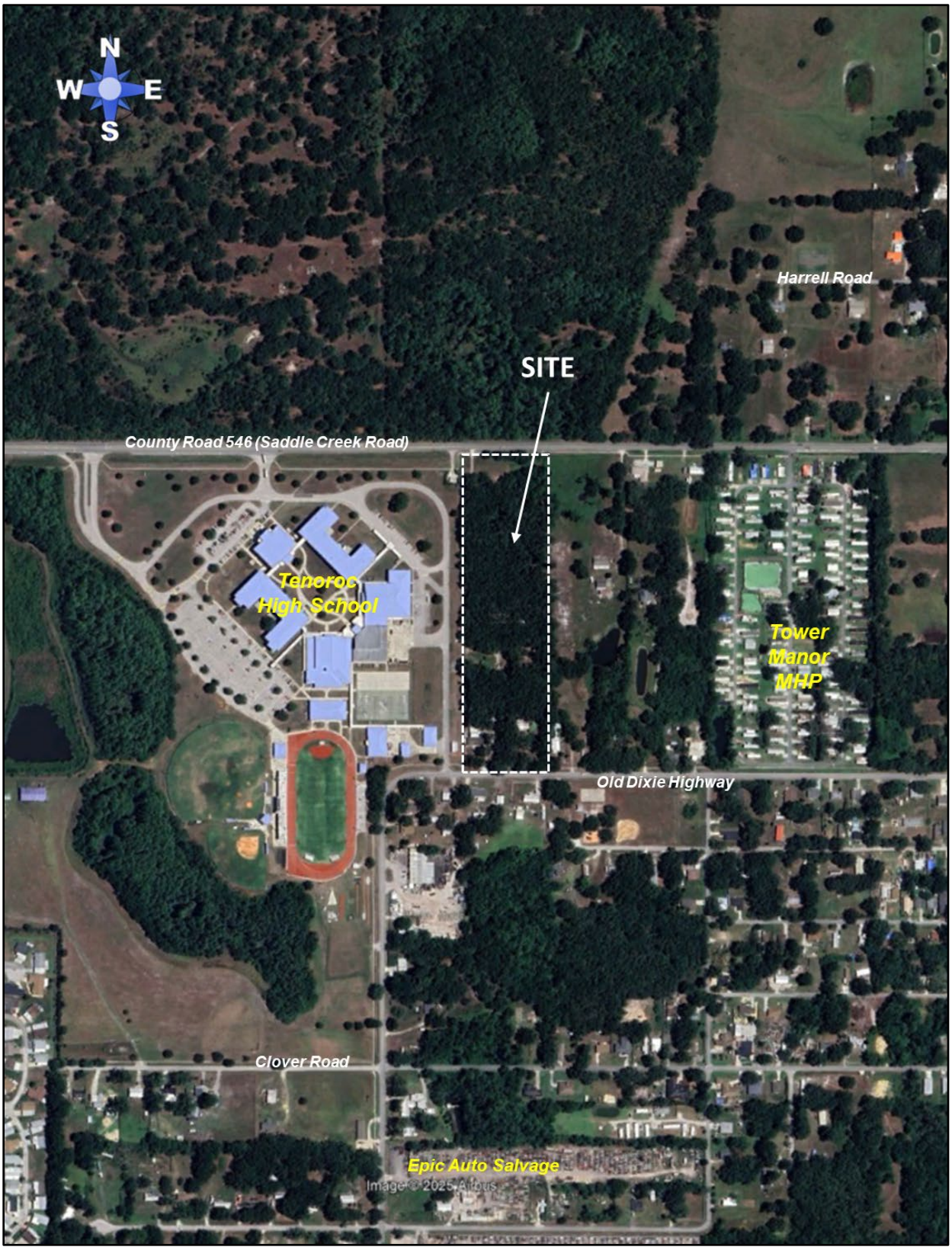
Exhibit – 1 Location Map
Exhibit – 2 Future Land Use Map
Exhibit – 3 2025 Satellite Photo (Context)
Exhibit – 4 2025 Satellite Photo (Close-up)
Exhibit – 5 District Use Comparison Table
Exhibit – 6 1992 Future Land Use Map




Location Map




# Future Land Use Map




# 2025 Satellite Photo (Context)




2022 Satellite Close-up

**Exhibit 5**

# Comparison of Permitted and Conditional Uses*

| District | Permitted Uses | Administrative Review | Public Hearing(s) Required |
|---|---|---|---|
| **A/RR**<br><br>*Agricultural/ Residential Rural* | Single-family Residential<br>Kennels, Boarding and Breeding<br>Livestock Sale, Auction<br>Nurseries and Greenhouses<br>Veterinary Service | Group Living Facility (<7 clients)<br>Adult Day Care Center (<7 clients)<br>Cemetery<br>Communication Towers<br>Convenience Stores, Isolated<br>Emergency Shelter<br>Farm Worker Apartment<br>Golf Course<br>Heliports & Helistops<br>Mobile Home<br>Recreation, Passive<br>Recreation, Low Intensity<br>Riding Academies<br>Solar Electric-Power Facilities | Fly-in Community, C3<br>Group Home, (>6), C3<br>Farm Worker Dorm, Barrack Style, C3<br>Mobile Home Park & subdivision, C3<br>Rural Mixed Development (RMD), C3<br>Airport, C4<br>Bed and Breakfast, C3<br>Breeding, Boarding, and Rehabilitation Facility Wild or Exotic, C3<br>Childcare Center, C3<br>Community Center, C3<br>Correctional Facility, C4<br>Cultural Facility, C3<br>Emergency Shelter, Medium (7-14 residents), C3<br>Emergency Shelter, (>6), C3<br>Event Facility, C3<br>Institutional Campground, C3<br>Lime Stabilization Facility, C3<br>Lodges and Retreats, Private, C3<br>Outdoor Concert Venue, C3<br>High Intensity Recreation, C3<br>Vehicle Oriented Recreation, C3<br>Religious Institution, C3<br>Residential Treatment Facility, C4<br>School, Elementary, C3<br>School, Leisure/Special Interest C3<br>School Technical/Vocational/Trade & Training, C3<br>Seaplane Base, C3 |
| **RS**<br><br>*Residential Suburban* | Single-family Residential<br>Class I Utilities | Family Farm<br>Small Group Homes (≤6 patients)<br>Mobile Homes<br>Residential Infill Development<br>Golf Course<br>Emergency Shelter (≤6 patients)<br>Passive Recreation<br>Low Intensity Recreation<br>Elementary Schools<br>Middle Schools<br>Riding Academies<br>Class II Utilities | Duplex<br>Fly-in Community<br>Group Living Facility (≥15 patients)<br>Mobile Home Park<br>Mobile Home Subdivision<br>Rural Residential Development<br>Suburban Planned Development<br>Rural Mixed-Use Dev.<br>Transitional Area Development<br>Adult Day Care (≤6 patients)<br>Bed and Breakfast<br>Cemetery<br>Childcare Center<br>Communication Towers<br>Community Center<br>Cultural Facility<br>Emergency Shelter (7-14 patients)<br>Event Facility<br>Helistop<br>Kennels<br>Lodges and Retreats<br>Outdoor Concert Venue<br>High Intensity Recreation<br>Vehicle Oriented Recreation<br>Religious Institution<br>High School<br>Leisure/Special Interest School |

**Uses with the same level of review in both categories such as mining or agricultural uses which is preempted by State Law.*




# 1992 Future Land Use Map

**ORDINANCE NO. 26 -_____**

AN ORDINANCE OF POLK COUNTY, FLORIDA ADOPTING **LDCPAS-2025-34**, AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN, ORDINANCE 92-36, AS AMENDED, MODIFYING THE FUTURE LAND USE MAP AND DEVELOPMENT AREA MAP DESIGNATION ON 9.7± ACRES FROM AGRICULTURAL/RESIDENTIAL RURAL (A/RR) IN THE RURAL DEVELOPMENT AREA (RDA) TO RESIDENTIAL SUBURBAN (RS) IN THE SUBURBAN DEVELOPMENT AREA (SDA), LOCATED BETWEEN COUNTY ROAD 546 AND OLD DIXIE HIGHWAY, EAST OF TENOROC HIGH SCHOOL, WEST OF TOWER MANOR DRIVE, EAST OF THE CITY OF LAKELAND, WEST OF THE CITY OF AUBURNDALE IN SECTION 6, TOWNSHIP 28, RANGE 25; 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 January 7, 2026; and

**WHEREAS**, pursuant to Section 163.3187(2), FS, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the proposed Plan revisions on February 17, 2026 ; and

**WHEREAS**, the Board of County Commissioners reviewed and considered all comments received during said public hearing, and provided for necessary revisions; and

**NOW THEREFORE, BE IT ORDAINED** by the Polk County Board of County Commissioners:

**SECTION 1: COMPREHENSIVE PLAN AMENDMENT**

The Future Land Use Map of Ordinance No. 92-36, as amended, (the "Polk County Comprehensive Plan") is hereby amended to reflect a change in the Future Land Use designation on an approximately 9.7-acre site from Agricultural/Residential Rural (A/RR) in Rural Development Area (RDA) to Residential Suburban (RS) in a Suburban Development Area (SDA) on the parcel listed below and graphically depicted on the parcel map in Attachment "A".

The east ½ of the west ½ of the southwest ¼ of the southwest ¼ of Section 6, Township 28 South, Range 25 East, Polk County, Florida.

Parcels 252806-000000-044140, 044160, 044090, and 044100 (±9.7 acres)

**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**

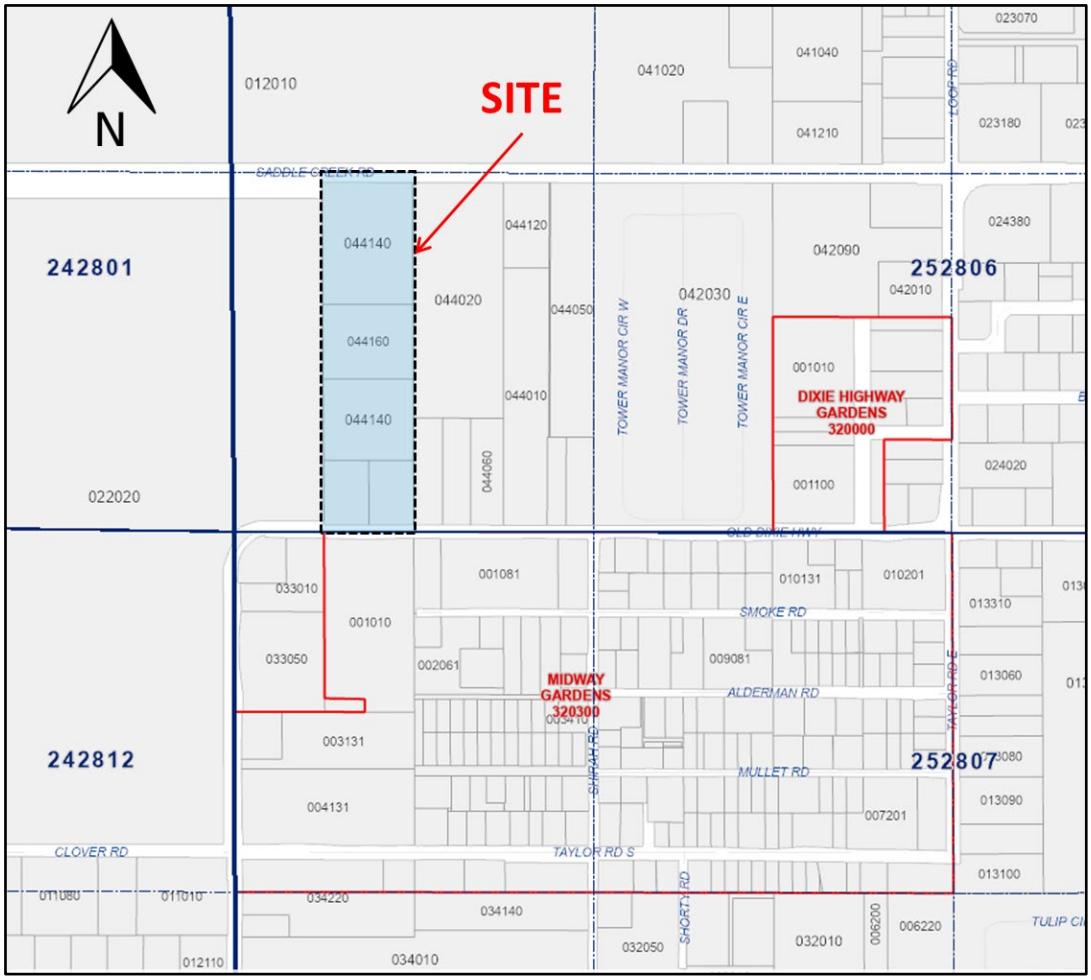
This ordinance shall be effective on March 20, 2026 (31 days after adoption), unless the amendment is challenged. If challenged, the effective date of this ordinance shall be the date a Final Order is issued by the Department of Economic Opportunity or Administration Commission finding the amendment in compliance in accordance with Section 163.3184 (1)(b), Florida Statutes. No development orders, development permits, or land uses dependent upon this amendment, as described on the attached map of proposed land uses, may be issued or commence before it has become effective.

**SECTION 4: FILING WITH THE DEPARTMENT OF STATE:**

The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

**ADOPTED,** in open session of the Polk County Board of County Commissioners with a quorum present and voting this 17th day of February 2026.

**LDCPAS 2025-34**
**Location:** Between CR 546 and Old Dixie Highway, east of Tenoroc High School, west of Tower Manor Drive, east of the city of Lakeland, west of the city of Auburndale
**Section-06 Township-28 Range-25**




**PARCEL DETAIL**
*Note: Not to Scale*

POLK COUNTY
www.polk-county.net

# LEVEL 4
# LAND DEVELOPMENT CODE
# COMPREHENSIVE PLAN
# AMENDMENT APPLICATION

**Office of Planning and Development**
**Land Development Division**
330 W. Church St.
P.O. Box 9005, Drawer GM03
Bartow, FL 33831-9005
Phone (863)534-6792
FAX (863) 534-6407

## TYPE OF AMENDMENT

**Land Development Code** **( ) Text** **( ) Sub-district**

**Comprehensive Plan** **( ) Text** **( ) Large Scale Map** **(✓) Small Scale Map**

**Is property in a Selected Area Plan (SAP)** **( ) Yes** **(✓) No**

**SAP Name** _____

**Pre Application Project #** LDDRC-2025-256 **(Required)**

| | **Owner** | **Applicant** | **Contact Person** |
|---|---|---|---|
| **Name** | James Mock, et. al | Polk County | Erik Peterson |
| **Work Number** | | | 863-534-6470 |
| **Fax Number** | | | |
| **Mailing Address** | 5011 SADDLE CREEK RD AUBURNDALE FL 33823-9533 | 330 W. Chruch St. Bartow | |
| **Email** | | | erikpeterson@polk-county.net |

*If additional contacts, please list on a separate sheet and submit with application.*

**Brief Description Request** *(No more than 250 characters)*:

Recognize four parcels that did not get mapped RS with the change from the old FLU maps to the new parcel based ones.

**Request** **From:** A/RR RDA Land Use/Sub-District

**To:** RS SDA Land Use/Sub-District

**Acreage:** +/-10.3

| | Range - | Township - | Section | Subdivision # | - | Parcel # |
|---|---|---|---|---|---|---|
| **Parcel ID Number(s)**: | R 25 | T 28 | S 06 | 000000 | - | 044104 . |
| | *(Include others on a separate attachment)* | | | | | |
| | R 25 | T 28 | S 06 | 000000 | - | 044160 . |
| | R 25 | T 28 | S 06 | 000000 | - | 044090 . |
| | R 25 | T 28 | S 06 | 000000 | - | 044100 . |

**Address and Location of Property:**

5011 Saddle Creek Road
3342 & 3310 Old Dixie Highway

Water Provider Name and Phone Number: Auburndale 863-965-5500 .

Sewer Provider Name and Phone Number: Auburndale 863-965-5500 .

( ) Yes (✓) No Is the property located in the Green Swamp Area of Critical State Concern? *(If yes, a Green Swamp Impact Assessment Statement must be submitted with this application.)*

Identify existing uses and structures on subject and surrounding properties (e.g. vacant, residential # du/ac, commercial approx. square feet, etc.):

| | | |
|---|---|---|
| RS<br><br>**NW** | RS<br><br>**N** | RS<br><br>**NE** |
| INST-2<br><br>**W** | A/RR<br><br>**Subject Property** | RS<br>Mobile Home Park<br><br>**E** |
| INST-2<br><br>**SW** | RS<br><br>**S** | RS<br><br>**SE** |

***Approval of this application does not waive any other applicable provisions of the Polk County Land Development Code, the Polk County Comprehensive Plan, the Polk County Utility Code which are not part of the request for this application, nor does approval waive any applicable Florida Statutes, Florida Building Code, Florida Fire Prevention Code, or any other applicable laws, rules, or ordinances, whether federal, state or local. The applicant has the obligation and responsibility to be informed of and be in compliance with all applicable laws, rules, codes and ordinances.***

I, _____ (print name), the owner of the property which is the subject of this application, or the authorized representative of owner of the property which is the subject of this application, hereby authorize representatives of Polk County to enter onto the property which is the subject of this application to perform any inspections or site visits necessary for reviewing this application. I understand that representatives of Polk County are not authorized to enter any structures dwellings which may be on the property.

_____. _____.

Property owner or property owner's authorized representative. Date:

**5011 Saddle Creek Road Narrative**

James Mock purchased approximately 7 acres on Saddle Creek Road in the spring of 2000. The maps at the time indicated that the property was Residential Suburban. This was before the Data Viewers and the Polk PA cadastral maps were utilized. Between the parcel map books and the Quadrangle Future Land Use Maps, the property appeared to be within the lines (See Exhibit D). There are two other properties that need to be included on Old Dixie Highway. When the Future Land Use Map was attached to specific parcel boundaries, these 10 acres were not included in the RS rather than in the A/RR designation.

The property has potable water lines abutting three sides and a master lift station adjacent to the northwest corner. It abuts RS on three sides and INST-2 on the other. The INST-2 mapping of Tenoroc High School made this property an isolated district (spot zoning). Staff are requesting that this property be officially recognized as Residential Suburban in the Suburban Development Area (SDA). Oddly, the Development Area designation is Urban Growth Area (UGA). Perhaps that should be corrected too.

# CR546 Map Error Correction CPA

***Demonstration of Need***

An **Analysis of Economic Issues** *[Minimum population support and market area radius (where applicable)]* is required when requesting a Land Use amendment from Residential to a Non-Residential Land Use designation.

**James Mock purchased approximately 7 acres on Saddle Creek Road in the spring of 2000. The maps at the time indicated that the property was Residential Suburban. This was before the Data Viewers and the Polk PA cadastral maps were utilized. Between the parcel map books and the Quadrangle Future Land Use Maps, the property appeared to be within the lines (See Exhibit D). When the Future Land Use Map was attached to specific parcel boundaries, these 7 acres were not included in the RS rather than in the A/RR designation.**

***Urban Sprawl Analysis***

1. Could the proposed amendment promote substantial amounts of low-density, low intensity, or single use development in excess of demonstrated need?

**No. Why do you ask?**

2. Will passage of the proposed amendment allow a significant amount of urban development to occur in rural areas?

**When you look at all the development surrounding the site you quickly see that it is not rural.**

3. Does the proposed amendment create or encourage urban development in radial, strip, isolated, or ribbon patterns emanating from existing urban development?

**Isn't everything either radial, strip, isolated, or ribbon in pattern? This is a rectagle property. Will that help?**

4. Does the proposed amendment fail to adequately protect adjacent agriculture areas?

**No, this area has not been agricultural since the Nixon administration.**

5. Could the proposed amendment fail to maximize existing public facilities and services?

**Not likely. There is water service to the site.**

6. Could the proposed amendment fail to minimize the need for future public facilities and services?

**Probably not.**

7. Will the proposed amendment allow development patterns that will disproportionately increase the cost of providing public facilities and services?

**No. It will enable more return on the existing public investments.**

8. Does the proposed amendment fail to provide clear separation between urban and rural uses?

**Nope. It's surrounded by urban uses.**

9. Will the proposed amendment discourage infill development or redevelopment of existing neighborhoods?

**No, but it will enable more development.**

10. Does the proposed amendment fail to encourage an attractive and functional mixture of land uses?

**No, it's the same as next door.**

11. Could the proposed amendment result in poor accessibility among linked or related land uses?

**Doubt it.**

12. As a result of approval of this amendment, how much open space will be lost?

**Not much.**

# CR546 Map Error Correction IAS

### *Land and Neighborhood Characteristics*

*1. How and why is the location suitable for the proposed uses?*

**This is an area of suburban development on the verge of being more urban. The subject property has direct access on two collector roads, potable water lines on two sides, a wastewater lift station and a high school abutting the site. Within walking distance there is a Convenience Center (CC) Activity Center.**

*2. What are, if any, the incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses?*

**The site is A/RR and the surrounding land uses are Residential Suburban (RS). The request is for the same as the abutting residential districts. The site is a small hole in a big donut.**

*3. How will the request influence future development of the area?*

**It's a drop in the bucket compared to all the development around it.**

### *Access to Roads and Highways*

1. What is the number of vehicle trips to be generated daily and at the PM peak hour based on the latest Institute of Traffic Engineers (ITE)? Please provide a detailed[1] methodology and calculations.

**Table 5**

| **Subject Property** | **Estimated Impact Analysis** | | |
|---|---|---|---|
| 10.3 ± acres | **Demand as Currently Permitted** | **Maximum Permitted** | **Proposed Plan** |
| Permitted Density | A/RR<br>2 units (but there are 3) | 10 | RS<br>5 lots |
| Average Annual Daily Trips (AADT) | 23 | 79 | 40 |
| PM Peak Hour Trips | 3 | 10 | 5 |

*Source: Polk County Concurrency Manual*

2. What modifications to the present transportation system will be required as a result of the proposed development?

**None.**

3. What is the total number of parking spaces required pursuant to Section 708 of the Land Development Code?

10

4. What are the proposed methods of access to existing public roads (e.g., direct frontage, intersecting streets, and frontage roads)?

The 3 existing residential driveways.

## *Sewage*

1. What is the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development?

**Table 4**

| Subject Property | Estimated Impact Analysis | | |
|---|---|---|---|
| 10.3 ± acres | **Demand as Currently Permitted** | **Maximum Permitted** | **Proposed Plan** |
| Permitted Density | A/RR<br>2 units (but there are 3) | 10 | RS<br>5 lots |
| Potable Water Consumption (GPD) | 1,080 | 3,600 | 1,800 |
| Wastewater Generation (GPD) | 810 | 2,700 | 1,350 |

*Source: Polk County Concurrency Manual*

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?

**Septic Tank**

3. If offsite treatment, who is the service provider?

**n/a**

4. Where is the nearest sewer line (in feet) to the proposed development?

**Abutting the north end with a lift station. City of Auburndale.**

5. What is the provider's general capacity at the time of application?

**Anyone's guess**

6. What is the anticipated date of connection?

**Not likely.**

7. What improvements to the providers system are necessary to support the proposed request

**Mounded system because of low water table.**

## *Water Supply*

1. What is the proposed source of water supply and/or who is the service provider? **City of Auburndale.**

2. What is the estimated volume of consumption in gallons per day (GPD)? **1,800 GPD**

3. Where is the nearest potable water connection and re-claimed water connection, including the distance and size of the line?

**Abutting**

4. Who is the service provider?

**Auburndale.**

5. What is the anticipated date of connection?

**When a new home gets built.**

6. What is the provider's general capacity at the time of application?

**Not sure. Neither are they.**

7. Is there an existing well on the property(ies)?

**Yes.**

***Surface Water Management and Drainage***

1. Discuss the surface water features, including drainage patterns, basin characteristics, and flood hazards, (describe the drainage of the site and any flooding issues);

**Pamona fine sands. Water table is close to the surface, but it was ok for the high school next door.**

2. What alterations to the site's natural drainage features, including wetlands, would be necessary to develop the project?

**Not too much.**

***Environmental Analysis***

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.

**Groundwater table is high. Soils are not too bad.**

2. What are the wetland and floodplain conditions?

**Not in either.**

3. Discuss location of potable water supplies, private wells, public well fields*?*

**Not near them.**

4. Discuss the location of Airport Buffer Zones (if any)

**Over 10 miles away**

5. Provide an analysis of soil types and percentage of coverage on site and what effect it will have on development.

**Pamona Fine Sand.**

*Infrastructure Impact Information*

1. Parks and Recreation – Saddle Creek **down the street**

2. Educational Facilities – **Combee Elementary, Westwood Middle, and Tenoroc High School**

3. Health Care – **Lakeland**

4. Fire Protection – **Fire Rescue Station 39 3325 E Main St**

5. Police Protection and Security – **Polk State College**

6. Emergency Medical Services (EMS) – **3325 E Main St**

7. Solid Waste (collection and waste generation) – **County picks it up.**

8. How may this request contribute to neighborhood needs? – **Recognize proper land use and allow for a few more residences.**

Agenda Item N.4. 2/17/2026

## SUBJECT

Public Hearing (LDCPAS 2025-32 Kathleen & Duff NAC CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation on 1.13 +/- acres from Residential Suburban (RS) in the Suburban Development Area (SDA) to Neighborhood Activity Center (NAC) in the Urban Growth Area (UGA). (No Fiscal Impact)

## DESCRIPTION

This is an applicant-initiated request for property located on the west side of Kathleen Road, south of Duff Road East of Catherine Drive, and north of Catherine Drive, northwest of the City of Lakeland, in Section 12, Township 29, Range 23.

State law requires one Planning Commission hearing, which was held on February 4, 2026, with a recommendation for approval (Vote 7:0).

## RECOMMENDATION

Adopt

## FISCAL IMPACT

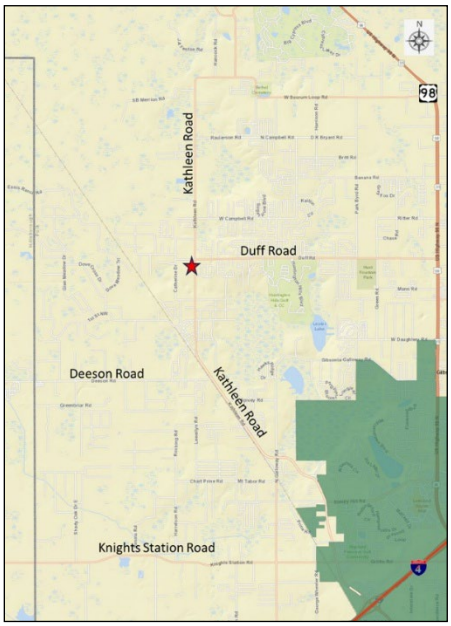
No Fiscal Impact

## CONTACT INFORMATION

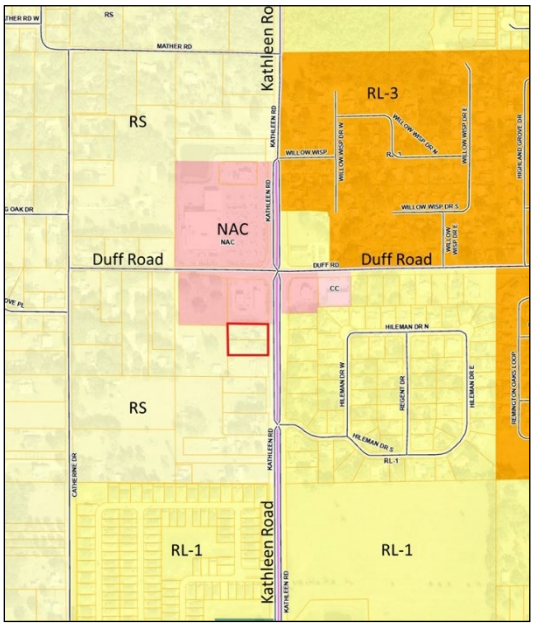
Robert Bolton
Land Development Division
863-534-6468
robertbolton@polkfl.gov <mailto:robertbolton@polkfl.gov>

# POLK COUNTY DEVELOPMENT REVIEW COMMITTEE STAFF REPORT

| | |
|---|---|
| **DRC Date:** | November 6, 2025 |
| **Planning Commission Date:** | January 7, 2026 |
| **BoCC Dates:** | February 17, 2026 |
| **Applicant:** | Bart Allen, Peterson & Myers |
| **Level of Review:** | Level 4 Review, Comprehensive Plan Map Amendment |
| **Case Number and Name:** | LDCPAS-2025-32; Kathleen & Duff NAC CPA |
| **Request:** | Small Scale Comprehensive Plan Map Amendment from Residential Suburban (RS) in the Suburban Development Area (SDA) to Neighborhood Activity Center (NAC) in the Urban Growth Area (UGA) on 1.13± acres. |
| **Location:** | West side of Kathleen Road, south of Duff Road East of Catherine Drive, and north of Catherine Drive, northwest of the City of Lakeland, in Section 12, Township 29, Range 23. |
| **Property Owner:** | Ashley Killingsworth, Gary Ray Givans Sr. |
| **Parcel Size:** | 1.13± acres; parcels 232717-000000-021210, 232717-000000-021090 |
| **Development Area/Overlays:** | Suburban Development Area (SDA) |
| **Future Land Use:** | Residential Suburban (RS) |
| **Nearest Municipality** | Lakeland |
| **DRC Recommendation:** | Approval |
| **Planning Commission Vote:** | Approval (7:0) |
| **Case Planner:** | Robert Bolton, Planner III |




**Location**




**Current Future Land Use**

**Summary of Analysis**

This is an applicant request for a Small Scale Comprehensive Plan Amendment LDCPAS-2025-32) to change the Future Land Use Designation from Residential Suburban (RS) in the Suburban Development Area (SDA) to Neighborhood Activity Center (NAC) on 1.13+/- acres. The site is located in the Suburban Development Area (SDA), and meets the criteria including infrastructure, to be changed to the Urban Growth Area (UGA). The site is located on the west side of Kathleen Road, approximately 300 feet south of Duff Road, east of Catherine Drive, and north of Catherine Drive, northwest of the City of Lakeland, in Section 12, Township 29, Range 23.

**Compatibility Summary**

The proposed land use change is compatible with the growth that has and is occurring in this area. The subject site is located adjacent to the south of an existing Neighborhood Activity Center (NAC), adopted in January 2018 and fully built out. The requested expansion meets the Characteristics for Neighborhood Activity Center's (NAC) as well as the locational criteria. The existing NAC is located at the intersection of Kathleen Road and Duff Road, northwest of the city of Lakeland in an area of continued residential grow and desirability. The proposed use will not have a significant impact on public services and not impact the school system as a non-residential land use. The Land Development Code provides for buffering and setback to and from residential uses and districts providing buffering from the adjacent residential uses. The site meets the standards, for infrastructure to be included within the Urban Growth area (UGA). The Urban Growth Area (UGA) is meant to be an area where the availability of infrastructure and other community facilities and services, promotes and supports the location of higher density and intensity development. The proposed NAC will provide non-residential support to an area with predominantly residential Future Land Use designations. The request is considered to be compatible and consistent with the surrounding area.

**Infrastructure and Urban Services Summary**

The proposed CPA is not anticipated to degrade the Level-of-service (LOS) standard for transportation, the locally zoned schools, fire, EMS and sheriff public safety resources. It is noted that the subject site had a Lakeland Electric transmission power pole located within the ROW near the center front of the site. If an allowable NAC use is developed there that would generate an AADT trip rate of 500 vehicles or more a Type II intersection would be needed. This existing pole would interfere with design and construction of a Type II intersection without a waiver from the standards within the Land Development Code Appendix A. The subject site will be connected Polk County's Northwest Utility Service Area. There are no wells on the subject site.

**Environmental Conditions Summary**

The proposed request is not anticipated to have a negative impact upon the environmental features present on site. The subject site is not located within the one-mile radius of a protected animal and plant species sighting and has no surface water, wetlands or flood zones. The project site is not located within an Airport Impact District and is not associated with any historical or archeological sites.

The subject site is not located within an airport height notification zone, there are no historical or archeological resources, and there are no indicated protected species. The subject site has no surface water, wetlands or flood zones, the soils are not of a problematic type.

**Comprehensive Plan Policies Considered**

- Section 2.102 – General Growth Management policies
- Section 2.105 – Urban Growth Areas (UGA) policies
- Section 2.110-D – Neighborhood Activity Center policies

## Findings of Fact

**Request and Legal Status**

- This is an applicant-initiated request to change the Future Land Use (FLU) designation from Residential Suburban (RS) to Neighborhood Activity Center (NAC) in the Urban Growth Area (UGA).

- The existing Neighborhood Activity Center (NAC) was adopted by the Polk County Board of County Commissioners on January 23, 2018 and was included in the Urban Growth Area (UGA).

- Development Standards for the existing NAC were also adopted into Appendix E od the Land Development Code and included conditions for stormwater plans, utility easements, and cross-access easements, for the entire site or for each of the northwest or southwest corners independently of the Kathleen and Duff Roads.

- The existing NAC is 13.74± acres, the request will bring the NAC to a total of 14.87± acres.

- The subject site is located on the west side of Kathleen Road, south of Duff Road.

- The subject site is located within the Suburban Development Area (SDA), Neighborhood Activity Center's (NAC) Are to be located within an Urban Growth Area (UGA) or greater. Part of the request is a change of development area from SDA to UGA. The infrastructure for the Urban Growth Area (UGA) is existing for the site.

- The Land Development Code Chapter 2, Table 2.2 allows for a maximum Floor Area Ratio (FAR) of 25%.

- The Land Development Code Chapter 2, Table 2.2 allows for a maximum Impervious Area Ratio FAR of 60% in the SDA and 70% in the UGA.

- Within the County's CIP the potable water system has a capacity of approximately 5.7 MGD with the percentage of current limit used of 65%. The County's CIP indicates the sanitary sewer system capacity of approximately 3.08 GPD with the percentage of current limit used of 51%.

- There is a 16-inch wastewater force main line on the west side of Kathleen Road and a 16-inch potable water line along the east side.

- Currently there are sidewalks along the east and west sides of the entirety of Katheen Road from Duff Road south to Galloway Road. North along Kathleen Road sidewalks are on the

west side of the road within the existing NAC district. Duff Road has sidewalks within the NAC district and extends eastward to the entrance of Huntington Gold and Country Club.

**Compatibility**

- The subject's surrounding uses are as follows:
  - North of the subject site is existing Neighborhood Activity Center (NAC), uses include a 7-Eleven, Ace Hardware and Publix.
  - East of the subject site existing Neighborhood Activity Center (NAC) and Residential Low (RL) development.
  - South of the subject site is Residential Suburban (RS) with residential development.
  - West of the subject site is Residential Suburban (RS) with residential development.

- The existing Neighborhood Activity Center (NAC) and the Urban Growth Area (UGA) was adopted by the Polk County Board of County Commissioners on January 23, 2018.

- The northeast corner of Kathleen Road and Duff Road is a religious institution parcel that was approached during the original adoption of the NAC; however, did not want to be included in the Activity Center. Their decision not to be included is why this Activity Center is not centered around the intersection.

- Development Standards for the existing NAC were also adopted into Appendix E of the Land Development Code and included conditions

- The request is for an expansion of an existing Neighborhood Activity Center (NAC) that was adopted in January 2018 and is fully built out, in an area of increasing residential development.

- The existing NAC is at the intersection of two (2) Urban Collector roads with public services.

- The proposed NAC provides for enhanced buffering and development standard limitations. Approval of the amendment will provide for more non-residential support for this area

- Of the three (3) residential parcels on the east side of Kathleen Road from the subject two (2) currently indicate that they are homestead properties.

**Infrastructure**

- The zoned schools for the site are Kathleen Elementary, Kathleen Middle School, and Kathleen High School.

- First responder Fire and EMS response is from Polk County Fire Rescue Station 23, 6750 Kathleen Road, Lakeland with a travel distance of 0.5+/- miles and an anticipated average response time of 3-4 minutes.

- The subject site is within the Northwest District Commend Area for the Sheriff's office which is located at 1045 Wedgewood Estates, Lakeland.

- The subject site is within Polk County's Northwest Utility Service Area for potable water and wastewater.

- There are sidewalks along the east and west sides of the entirety of Katheen Road from Duff Road south to Galloway Road. North along Kathleen Road sidewalks are on the west side of the toad within the existing NAC district.

- Kathleen Road, south of the intersection with Duff Road, is a four (4) laned divided Urban Collector Road. North of Duff Road Kathleen Road is a four (4) laned divided Urban Collector Road for the frontage of the existing Neighborhood Activity Center (NAC) then turns into a two (2) lane Urban Collector Road. Duff Road is a two (2) lane Urban Collector Road.

- The roadways in the area are in adequate condition and have enough capacity to support the potential increase in trips. A Minor or Major Traffic study may be required at Level 2 Review (engineered site plan) depending on the final development request made.

- The nearest Citrus Connection route is the Blue Line Route, approximately 2 miles east of Kathleen Road at Park Byrd Road.

- The proposed land use change is not anticipated to have a significant impact on the park facility demand or function. The nearest park to the site is Hunt Fountain Community Park. The closest environmental site is the Green Swamp Wilderness Preserve, Hampton Tract.

**Environmental**

- The area is relatively flat with the highest points located along the eastern border along Kathleen Road at an elevation of approximately 162 feet, with the lowest parts of the property located at the western side of the property with an elevation of approximately 155 feet.

- According to the soil survey by the United States Department of Agriculture the subject site is made up of two (2) different soil types: Tavares fine sand, 0 to 5 percent slopes, and Smyrna and Sparr sand, 0 to 5 percent slopes. 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. The reported soils are based on the United States Department of Agriculture (USDA) Soils Survey.

- According to Polk County Endangered Habitat Maps, the subject site is not located within a one-mile radius of an observed a protected animal species sighting (Source: Florida Department of Environmental Protection, 2015). However, the applicant will be required to submit a biological walk-over as part of the Level-2 review process.

- The site is not located within the Potential Network Connections area of the Polk Green District Comprehensive Plan Map Series.

- There are no known archeological or historical resources on the subject site per data from the Florida State Historical Commission.

- The subject site is not within a Wellfield Protection district. The nearest public Wellfield is approximately 1/3 mile southwest of 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 - 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 2.105-A5: Development Criteria -- Development within the Urban Growth Areas shall conform to the following criteria as further specified by the Land Development Code:
  a. connect to centralized potable water;
  b. connect to centralized sanitary sewer systems if available.
  c. incorporate design features that promote healthy communities and green building practices, as established in Section 2.1251, Community Design, of this element;
  d. promote the implementation of "Complete Street" and "Conservation Development" principles as established under Section 2.1251, Community Design, of this element;

e. promote the integration of pedestrian-oriented features, including sidewalks, trails, or walkways into every development including appropriate pedestrian shelters or awnings;
f. provide access to civic space, parks, green areas, and open space and other amenities;
g. be supported by public safety (i.e., fire, EMS and law enforcement);
h. have access to public schools;
i. be encouraged to provide connectivity with adjacent uses within the TSDA, and facilitate connectivity between the TSDA and other urban centers and the rural development areas;
j. encourage the inclusion of a variety of housing choices and mixed uses; and
k. additional standards supporting transit if development is within the "Corridor and Center Overlay" (Section 2.124-A);

- POLICY 2.110-A3: Activity Centers Criteria - The characteristics, location criteria, and development criteria established within Section 2.110 shall be applicable to:
  a. the expansion of existing Activity Centers; and
  b. the development of new Activity Centers.

  The size of an activity center, and the amount of gross leasable area (GLA) within a new Activity Center - or the expansion of an existing Activity Center - shall be proportionally related to that Activity Center's population support criteria.

- POLICY 2.105-A3: Land Use Categories - The following land use categories shall be permitted within UGAs:
  a. Activity Centers: Regional Activity Centers, Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and Employment Centers, High-Impact Commercial Centers shall be permitted within UGAs in accordance with applicable criteria.
  b. Residential: Residential-High, Residential-Medium, and Residential-Low Districts shall be permitted within UGAs in accordance with applicable criteria.
  c. Other: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Professional Institutional, Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, Preservation.

- POLICY 2.110-D1: Characteristics - Neighborhood Activity Centers are intended to accommodate the shopping needs of residents living within the immediate surrounding neighborhood(s). General (approximate) characteristics of Neighborhood Activity Centers are:
  - Usable Area: Over 5 acres to 20 acres
  - Gross Leasable Area (GLA): 20,000 to 150,000 square feet
  - Minimum Population Support: 5,000 to 10,000 people
  - Market-Area Radius: 1½ miles
  - Typical Leading Tenant: Supermarket
  - Other Typical Leading Tenants: Drug Store, Restaurant, Bakery, Office, Convenience Store

- POLICY 2.110-D2: Designation and Mapping - Neighborhood Activity Centers shall be located within UDAs, UGAs, SDAs, and UEAs as designated on the Future Land Use Map Series as "Neighborhood Activity Center" (NAC).

- POLICY 2.110-D3: Location Criteria - Neighborhood Activity Centers shall be located at the intersections of arterial and/or collector roads. There shall be the following traveling distances, on public roads, between the center of a Neighborhood Activity Center and the center of any other Neighborhood Activity Center, or other higher-level Activity Center, Linear Commercial Corridor, or Commercial Enclave providing for the same neighborhood-shopping needs:
  - a. Two (2) miles within the TSDA and UGA.
  - b. Four (4) miles within the SDA and UEA.

  This required separation may be reduced if:
  - a. The higher-level Activity Center, Linear Commercial Corridor or Commercial Enclave within the required distance separation is over 80% developed; or
  - b. The proposed Neighborhood Activity Center market-area radius, minimum population support is over 10,000 people.

- POLICY 2.110-D4: Development Criteria - Development within a Neighborhood Activity Center shall conform to the following criteria:
  - a. Neighborhood Activity Centers shall have frontage on, or direct access to, an arterial or major collector roadway, or a frontage road or service drive which directly serves an arterial or collector roadway.
  - b. Different uses within a Neighborhood Activity Center shall incorporate the use of frontage roads or shared ingress/egress facilities wherever practical.
  - c. Adequate parking shall be provided to meet the demands of the uses, and interior traffic-circulation patterns shall facilitate the safe movement of vehicular, bicycle, and pedestrian traffic.
  - d. Residential uses shall not be permitted in Neighborhood Activity Centers except as part of a mixed use Planned Development.
  - e. Office uses shall not exceed 40 percent of the total area of the Neighborhood Activity center. Commercial uses may constitute 100 percent of the Neighborhood Activity center.
  - f. The maximum floor area ratio shall not exceed 0.25 unless developed as a Planned Development.
  - g. Planned Developments within the Neighborhood Activity Center may be permitted a maximum floor area ratio up to 0.70 and a maximum residential density of 5 dwelling units per acre. Intensity and density increases shall only be awarded to innovative, efficient, and compatible Planned Development proposals that are consistent with the general district characteristics and are located within the TSDA and UGA. The Land Development Code shall establish specific development standards and criteria for Planned Developments within activity centers.

- POLICY 2.110-J1: Existing Activity Centers may be expanded to contiguous properties, subject to approval by the Board of County Commissioners, and approved as a Comprehensive Plan Amendment in compliance with state and local law. Expansions and reclassifications of Activity Centers shall be in accordance with the following criteria:
  - a. Expansion of an existing Activity Center may occur when eighty percent (80%) or more of the usable area within the center is developed, or has received approval of:
    1. a final engineered construction plan (with building-permit application); or
    2. a final PUD/PD/CU approval.

If the remaining undeveloped usable area of an Activity Center is controlled by a single interest, items 1 and 2 above may be waived by the Board.

- b. The expansion of an existing Activity Center shall generally be limited to the parameters established within the "general characteristics" for that class of Activity Center, unless it is being upgraded to the next classification. The expansion of an isolated commercial RCC may occur according to the criteria in Objective 2.110-B.
- c. When the expansion of an existing Activity Center increases one or more of the "general characteristics" of the Center to those of the higher-level Activity Center classification, the expansion action may include reclassifying the Center to the next classification or consistent with Policy 2.110-J1.g.
- d. An existing Activity Center may be expanded, or reclassified, when it is demonstrated that there are adequate facilities to support the proposed expansion or reclassification, or adequate facilities will be provided by the time the new Center is developed.
- e. Expansion/reclassification review criteria shall include, but are not limited to, the locational criteria enumerated in Policy 2.102-A9 and Policy 2.102-A10.
- f. The Board of County Commissioners or the Land Development Director or his designee may require that a "Selected-Area Study" and/or a proposed "Activity-Center Plan" be submitted by the property owners requesting expansion or reclassification of a Center.
- g. Existing Activity Centers requested to be expanded beyond the usable acreage listed in the "general characteristics" of the Center shall be in accordance with the following, in addition to other applicable policies of this Plan.

  1. be expanded to the contiguous properties only;
  2. submittal of Activity Center Plan (ACP) shall be required pursuant to the relevant policies under Objective 2.110 and the following:
     i. a Master Drainage Plan for the undeveloped properties as well as how the existing development properties may benefit from a Master Drainage Plan;
     ii. provisions for required shared parking; and
     iii. shared access.
  3. the incorporation of the ACP into the Land Development Code with reference in the Comprehensive Plan shall be required; and
  4. demonstration that a collaborative process occurred between the applicant, County staff and adjacent property owners to identify potential buffer areas and areas most suitable for development.

**Development Review Committee (DRC) Recommendation:** Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the DRC finds that with the proposed conditions, the proposed request **IS COMPATIBLE** with the surrounding land uses and general character of the area, **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code, and therefore, the DRC recommends **APPROVAL of LDCPAS-2025-32.**

**Planning Commission Decision:** On February 4, 2026, in an advertised public hearing, the Planning Commission voted 7:0 to **recommend APPROVAL of LDCPAS-2025-32.**

***NOTE:*** *This staff report was prepared without the benefit of testimony and evidence submitted by the public and other interested parties at a public hearing.*

***NOTE:*** *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.*

*NOTE: Approval of this request is only for Level 4 Review and only for those development decisions within the Board of County Commissioners purview. A Level 2 Review (engineered plans) will be required for all site development and shall implement the standard conditions listed in Section 303 of the Land Development Code and the development standards listed in Chapter 7 of the Land Development Code. Upon completion of the Level 2 Process, building permits will be required for all structures in accordance with Chapter 553 of the Florida Statutes.*

## Surrounding Land Use Designations and Current Land Use Activity

**Table 1: Surrounding Uses**

| | | |
|---|---|---|
| **NW**<br>NAC<br>Ace Hardware | **N**<br>NAC<br>7-Eleven | **NE**<br>NAC<br>Kathleen Dental Care |
| **W**<br>RS<br>Developed Detached Residential | **Subject Property**<br>RS<br>Developed Detached Residential | **E**<br>RL-1<br>Developed Detached Residential |
| **SW**<br>RS<br>Developed Detached Residential | **S**<br>RS<br>Developed Detached Residential | **SE**<br>RL-1<br>Developed Detached Residential |

*Source: Site Visit and Polk County GIS Data Viewer*

Compatibility is often regarded as a subjective term used to express ones opinion or feeling about the appropriateness of locating different uses adjacent to each other rather than being based upon facts or evidence to support those opinions or feelings. The American Planning Association (APA) defines compatibility as "the characteristics of different uses or activities or design which allow them to be located near or adjacent to each other in harmony." Some elements affecting compatibility include (but are not limited to): height, scale, mass and bulk of structures, pedestrian or vehicular traffic, landscaping, lighting, noise, odor, or whether or not something is aesthetically pleasing (Source: A Planner's Dictionary; American Planning Association).

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.

The definition of Compatibility in the Comprehensive Plan is as follows:

> *COMPATIBILITY: 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 existing Neighborhood Activity Center (NAC) was adopted by the Polk County Board of County Commissioners on January 23, 2018. Kathleen Road is the major north/south transportation throughfare for the northwest Lakeland market, west of US Highway 98. Duff Road is a significant connection for this area between Kathleen Road and US Highway 98. Kathleen Road, in this area, completed its widening to a 4-lane divided collector road in 2011.

The request is for an expansion of the Neighborhood Activity Center (NAC) from the north. The site is located on the southwest quadrant of the intersection of Kathleen Road and Duff Road. Adjacent to the site, to the north, is the NAC district, with a 7-Eleven and an Ace Hardware at the southwest corner of Kathleen Road and Duff Road. The northwest quadrant of the intersection is a Publix anchored shopping plaza with a Burger King outparcel. The northeast corner of the intersection is a church located within a Residential Low-1 (RL-1) Future Land Use district. The southeast corner of the intersection is the Kathleen Dental Care office within the NAC district and a Dollar General adjacent to the east, within a Convenience Center district. To the east of the site, on the east side of Kathleen Road is a Residential Low-1 (RL-1) district developed with detached single-family residential. To the south and west of the site is a Residential Suburban district developed with detached single-family residential. The Comprehensive Plan is written to allow activity centers of non-residential uses to be surrounded by residential.

It is noted that the subject site is located on the west side of Kathleen Road, approximately 300 feet south of the Kathleen Road and Duff Road intersection. Along the western ROW is a Lakeland Electric transmission easement with an electrical transmission line within an easement in the ROW. One of the transmission line poles is located near the center of the frontage of the subjects approximate 200-foot frontage. This does not directly affect the road conditions; however, depending on which of the allowable NAC uses is developed on the site, a traffic study will be required. Should the traffic study indicate the use would generate an AADT of 500 vehicles or more, a Type II intersection would be required for the site. It appears that the placement of a Type II intersection would require the County to grant a waiver to the design criteria set out Appendix A of the Land Development Code. Exhibit 9a & 9b for intersection types.

**Compatibility with the Surrounding Land Use:**
According to *Policy 2.102-A2* of Polk County's Comprehensive Plan, "land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; and c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development." The adopted definition for compatibility states it is "a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

The subject site is currently located within the Suburban Development Area (SDA). The applicant is also requesting a Development Area change to Urban Growth Area (UGA). The subject site has access to and availability of the infrastructure; however, it does not have good access to transit, of the Urban Growth area (UGA) and is considered to be compatible and consistent with the surrounding area.

**Nearest Elementary, Middle, and High School:**
The schools zoned for the subject property, as shown in Table 2, include Kathleen Elementary, Kathleen Middle School, and Kathleen Senior High. The requested Neighborhood Activity Center (NAC) is intended for non-residential development and is not intended for residential development. Residential development within the NAC would require a Level 3 Planning Commission approval for multi-family development.

Table 2 School Information

| Name of School | Annual Estimated Demand | % Capacity 2024-2025 School Year | Average driving distance from subject site |
|---|---|---|---|
| **Kathleen Elementary** | **0 students** | **65%** | **0.8± miles** |
| **Kathleen Middle School** | **0 students** | **83%** | **1.0± miles** |
| **Kathleen Senior High** | **0 students** | **69%** | **6.8± miles** |

Source: Polk County School Board

**Nearest Sheriff, Fire, and EMS Station:**
The nearest Sheriff District office is located approximately 7.3 miles from the subject site. Response times vary depending on where the nearest sheriff's deputy patrol car is located rather than the district office. The nearest EMS station is approximately 5.6 miles and Fire station is approximately 4.0 miles EMS station is approximately 2.9 miles from the subject site.

*Table 3: Public Safety*

| | Name of Station | Distance/Response Time* |
|---|---|---|
| **Sheriff** | **Northwest District Command**<br>(1045 Wedgewood Estates., Lakeland) | Priority 1 – 11:33 min<br>Priority 2 – 35:01 min |
| **Fire/EMS** | **Polk County Fire Rescue Station 23**<br>6750 Kathleen Road, Lakeland | 0.5 ± miles / 3-4 min |

*Source: Polk County Sheriff's Office and Public Safety. Response times for October 2025. *Response times are based from when the station receives the call, not from when the call is made to 911.*

**Water and Sewer Capacity and Service Provider:**
Table 4 below details the estimated impact to potable water and wastewater services based upon the buildout for the proposed FLU on the subject site. The subject property is within Polk County's Northwest Service Area for water and wastewater.

A. Available Capacity:

*Table 4: Estimated Water and Sewer Impact Analysis*

| Permitted Density / Intensity | Maximum Permitted in Existing Land Use RS | Maximum Permitted in Proposed NAC |
|---|---|---|
| **1.13± acres RL** | 1.13± acres RS X 7du = 3 du | 1.13± acres (49,223 sf) X 0.70 FAR = 34,456 sf |
| **Potable Water Consumption** | 3 du X 250 gpd = **750 GPD** | 34,456 sf X 0.15 = **5,169 GPD** |
| **Wastewater Generation** | 3 du X 20 gpd = **600 GPD** | 5,169 GPD X 80% = **4,136 GPD** |

B. Service Provider:

The subject site is located in the Polk County Northwest Reginal Service Area for water and wastewater. There is a 16" potable water main on the east side of Kathleen Road. On the west side of Kathleen Road, within the right-of-way of the subject site is a 16" Wastewater Force Main.

C. Available Capacity:

At this time, there are plans in the County's CIP the potable water system has a capacity of approximately 5.7 MGD with the percentage of current limit used of 65%. The County's CIP indicates the sanitary sewer system capacity of approximately 3.08 GPD with the percentage of current limit used of 51%.

**Roadways/Transportation Network:**

A. Estimated Demand:

Table 5 following this paragraph shows the Average Annual Daily Trip (AADT) rate and the PM Peak hour trip rate. The proposed Future Land Use designation change to NAC, at maximum density, will generate more than the current combination of the RS land use.

*Table 5: Estimated Transportation Impact Analysis*

| Permitted Density / Intensity | Maximum Permitted in Existing Land Use RS | Maximum Permitted in Proposed NAC |
|---|---|---|
| **1.13± acres RL** | 1.13± acres RS X 3du = 3 du | 1.13± acres (49,223 sf) X 0.70 FAR = 34,456 sf |
| **Average Annual Daily Trips (AADT)** | 3 du X 7.81 AADT = **24 Trips** | 34 X 59.07 AADT X 76% **1,527 Trips** |
| **PM Peak Hour Trips** | 3 du X 1.00 AADT = **3 Trips** | 34 X 8.79 AADT X 76% =**228 Trips** |

*Source: Concurrency Manual: Single-family @ 7.81 AADT per du and 1.00 AADT PM Peak Hour, NAC @ Supermarket 59.07 AADT per 1,000 sf, 8.79 AADT per 1,000 sf PM Peak Hour,*

B. Available Capacity:

Table 6, following this paragraph, displays the available capacity for Kathleen Rd (CR 35A), north of the site and south of the site and Duff Road. It is anticipated that Kathleen Road, south of Duff Road and Duff Road will have sufficient capacity for maximum buildout. Kathleen Road north of Duff Road appears to be potentially deficient in capacity at full buildout.

*Table 6: Roadway Link Concurrency*

| Link # | Road Name | Lane Type* | Current LOS | Available Peak Hour Capacity | Minimum LOS Standard | Project 5 Year LOS |
|---|---|---|---|---|---|---|
| 4036N<br>4036S | Kathleen Rd (CR 35A)<br>Duff Rd to Socrum Loop Rd W (CR 35A) | 2U*<br>UC | C | 151<br>128 | D | C<br>D |
| 4167N<br>4167S | Kathleen Rd (CR 35A)<br>Galloway Rd N (CR 542) to Duff Rd. | 4D*<br>UC | C | 1,125<br>1,098 | D | C |
| 4088E<br>4088W | Duff Rd<br>Kathleen Rd (CR 35A) to US 98 | 2U*<br>UC | C | 371<br>354 | D | C |

*Source: Polk County Transportation Planning Organization, 2025 Roadway Network Database January 2025. *4D means four-lane divided, , 2U means two lane undivided, UC means Urban Collector*

C. Roadway Conditions:

Kathleen Road (CR 35A), a two-lane urban collector north of the overall NAC and four-lane urban collector fronting the NAC and subject site, has a right-of-way width of 130 feet and pavement width of 70 feet without shoulders. The road widens to 90 feet of pavement at the intersection to accommodate a raised median and turning lanes at the corners. There are sidewalks on both sides of the road north and south of the intersection. According to the County's Road inventory, the pavement of Kathleen Road in the sections of road north and south of the intersection with Duff Road, is rated Fair.

The subject site is located on the west side of Kathleen Road, approximately 300 feet south of the Kathleen Road and Duff Road intersection. Along the western ROW is a Lakeland Electric transmission easement with an electrical transmission line within an easement in the ROW. One of the transmission line poles is located near the center of the frontage of the subjects approximate 200-foot frontage. This does not directly affect the road conditions; however, depending on which of the allowable NAC uses is developed on the site, a traffic study will be required. Should the traffic study indicate the use would generate an AADT of 500 vehicles or more, a Type II intersection would be required for the site. It appears that the placement of a Type II intersection would require the County to grant a waiver to the design criteria set out Appendix A of the Land Development Code. Exhibit 9a & 9b for intersection types.

Duff Road, a two-lane urban collector, has a right-of-way width of 70 feet and pavement width of 20 feet without shoulders on the east side of Kathleen. There is a sidewalk on the south side of Duff Road, along the frontage of the subject property. According to the County's Road inventory, the pavement of Duff Road varies between Fair and Poor. This road has available capacity, the subject will not have direct access to this road.

In general, all the roadways in the area are in adequate condition and have enough capacity to support the potential increase in trips. A Minor or Major Traffic study may be required at Level 2 Review (engineered site plan) depending on the final development request made.

D. Sidewalk Network:
Currently there are sidewalks along the east and west sides of the entirety of Katheen Road from Duff Road south to Galloway Road. North along Kathleen Road sidewalks are on the west side of the toad within the existing NAC district. Duff Road has sidewalks within the NAC district and extends eastward to the entrance of Huntington Gold and Country Club.

E. Planned Improvements:
There are no road improvements currently planned for this area. However, Kathleen Road received approval to study an expansion and extension with US Highway 98 to the north. This is a feasibility study and extent of land acquisitions if deemed viable.

F. Mass Transit:
The nearest Citrus Connection route is the Blue Line Route, approximately 2 miles east of Kathleen Road at Park Byrd Road.

**Environmental Conditions:**
Any impact to surface water, wetlands, and storm water management will be in accordance with the requirements of the Comprehensive Plan and Land Development Code.

A. Surface Water:
There are no wetlands on the subject site. The area is relatively flat with the highest points located along the eastern border along Kathleen Road at an elevation of approximately 162 feet, with the lowest parts of the property located at the western side of the property with an elevation of approximately 155 feet.

B. Wetlands/Floodplains:
According to the Polk County Data Viewer the subject site does not indicate any flood zones or wetlands.

C. On-Site Soils:
The subject site is comprised of two (2) different soil types: Tavares fine sand, 0 to 5 percent slopes, and Smyrna and Sparr sand, 0 to 5 percent slopes. 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. The reported soils are based on the United States Department of Agriculture (USDA) Soils Survey.

*Table 7*

| SOIL NAME | SMALL COMMERCIAL BUILDINGS | SEPTIC TANK ABSORPTION FIELDS | PERCENTAGE OF SITE |
|---|---|---|---|
| Tavares fine sand, 0 to 5 percent slopes | Slight | Moderate | 84+/-% |
| Sparr sand, 0 to 5 percent slopes | Moderate | Severe | 16+/-% |
| Source: USDA Web Soil Survey | | | |

D. Wells (Public/Private):
The applicant did not indicate any wells located on the property. The subject property is not within a Wellfield Protection District. The closest Wellfield Protection Districts is approximately 0.33 miles southwest of the site.

E. Protected Species:
According to Polk County Protected Species Observation Map and the Florida Fish & Wildlife Conservation Commission (2015), the subject site is located within a one-mile radius of endangered animals. The applicant will submit a biological walk-over as part of the Level-2 review process.

F: Polk Green Districts and Conservation Easements:
The site is not located within the Potential Network Connections area of the Polk Green District Comprehensive Plan Map Series. Approximately 0.75 miles southeast of the site, on the west side of the Hunting Hills Golf and Country Club is a 156± acre Conservation Easement recorded in a portion of the Plat of Huntington Hills Phase II as well as unplatted lands owned by Huntington Golf LLC, OR Book 4410, Page2192.

G. Archeological Resources:
There are no known historical or archeological resources onsite according to the Secretary of the State's Department of Historical Resources Florida Master File.

H. Airports:
The subject site is not located within an Airport Impact District (AID) and Airport Height Notification Zone.

**Park Facilities:**
The proposed land use change is not anticipated to have a significant impact on the park facility demand or function. The nearest park to the site is Hunt Fountain Community Park. The closest environmental site is the Green Swamp Wilderness Preserve, Hampton Tract.

A. Location:
Hunt Fountain Park is located at 2020 Duff Road, Lakeland, approximately 2 miles east of the site.

B. Services:
The park's current hours of operation are from 5 a.m. to 10 p.m. Hunt Fountain Park features 63 acres of recreational opportunities. The park has four basketball courts, two racquetball courts and two tennis courts, two playgrounds, covered picnic areas and a large, screened-in pavilion. There is also a horse arena – the Hunt Fountain Horse Arena.

C. Multiuse Trails:
The closest hiking trail is the Green Swamp Wilderness Preserve, Hampton Tract is located approximately 2 miles northeast of the site.

D. Environmental Lands:
The Green Swamp Wilderness Preserve, Hampton Tract is located approximately 2 miles northeast of the site and is comprised of over 11,000 acres of natural Florida lands and wetland with walking/hiking trails, cycling, Equestrian, fishing, camping, restrooms, wildlife viewing, and a full range of outdoor activities.

E. Planned Improvements:
There are no further recreation improvements scheduled for this area of Polk County at this time.

**Consistency with the Comprehensive**

The following policies in Table 8 have been included as being the most relevant policies to the proposed request. The policy is first stated and then an analysis of how the request may or may not be consistent with the County's Comprehensive Plan is provided.

*Table 8 Comprehensive Plan Policy*

| Comprehensive Plan Policy | Consistency Analysis |
|---|---|
| Policy 2.102-A2: Compatibility - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished:<br>a. there have been provisions made which buffer incompatible uses from dissimilar uses;<br>b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use;<br>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 uses to the east, west and south of the site are primarily single family detached, with the use to the north the NAC that the request would expand. The proposed NAC provides for enhanced buffering and development standard limitations. Approval of the amendment will provide for more non-residential support for this area. |
| 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 request is at the intersection of two (2) 4-lane divided Urban Collector roads in an area with public water and sewer available. Therefore, the request is consistent with the policy. |
| 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. | The request is for NAC where the majority of infrastructure are available for commercial development on the subject site. Therefore, the timing of development of the subject site is consistent with the Comprehensive Plan's growth management strategy. |
| Policy 2.102-A10: Location Criteria - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area: a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided, b. nearness to agriculture-production areas; c. distance from populated areas; d. economic issues, such as minimum population support and market-area radius (where applicable);e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to: 1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways; 2. sanitary sewer and | |

| Comprehensive Plan Policy | Consistency Analysis |
|---|---|
| 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 2.110-D1: CHARACTERISTICS - Neighborhood Activity Centers are intended to accommodate the shopping needs of residents living within the immediate surrounding neighborhood(s). General (approximate) characteristics of Neighborhood Activity Centers are:<br>Usable Area: Over 5 acres to 20 acres<br>Gross Leasable Area (GLA): 20,000 to 150,000 square feet<br>Minimum Population Support: 5,000 to 10,000 people<br>Market-Area Radius: 1½ miles<br>Typical Leading Tenant: Supermarket<br>Other Typical Leading Tenants: Drug Store, Restaurant, Bakery, Office, Convenience Store | The existing NAC is 13.74± acres, the request will bring the NAC to a total of 14.87± acres. The request meets the Characteristics of a NAC and is consistent with this policy as stated. |
| POLICY 2.110-D3: LOCATION CRITERIA - Neighborhood Activity Centers shall be located at the intersections of arterial and/or collector roads. There shall be the following traveling distances, on public roads, between the center of a Neighborhood Activity Center and the center of any other Neighborhood Activity Center, or other higher-level Activity Center, Linear Commercial Corridor, or Commercial Enclave providing for the same neighborhood-shopping needs:<br>a. Two (2) miles within the TSDA and UGA.<br>b. Four (4) miles within the SDA and UEA.<br>This required separation may be reduced if:<br>a. The higher-level Activity Center, Linear Commercial Corridor or Commercial Enclave within the required distance separation is over 80% developed; or<br>b. The proposed Neighborhood Activity Center market-area radius, minimum population support is over 10,000 people. | The existing NAC is 100% built out. The request is consistent with this policy as the subject site has access to a County maintained road, meets the distance requirements for the UGA. |

**Urban Sprawl Analysis**

Polk County's Comprehensive Plan *Policy 2.102-A10* establishes review criteria intended to discourage the proliferation of urban sprawl. Specific characteristics of urban sprawl have been examined throughout this staff report and are summarized in Table 7 (below). Based on the findings of fact and analysis conducted, the proposed request does not meet the criteria to be considered as urban sprawl.

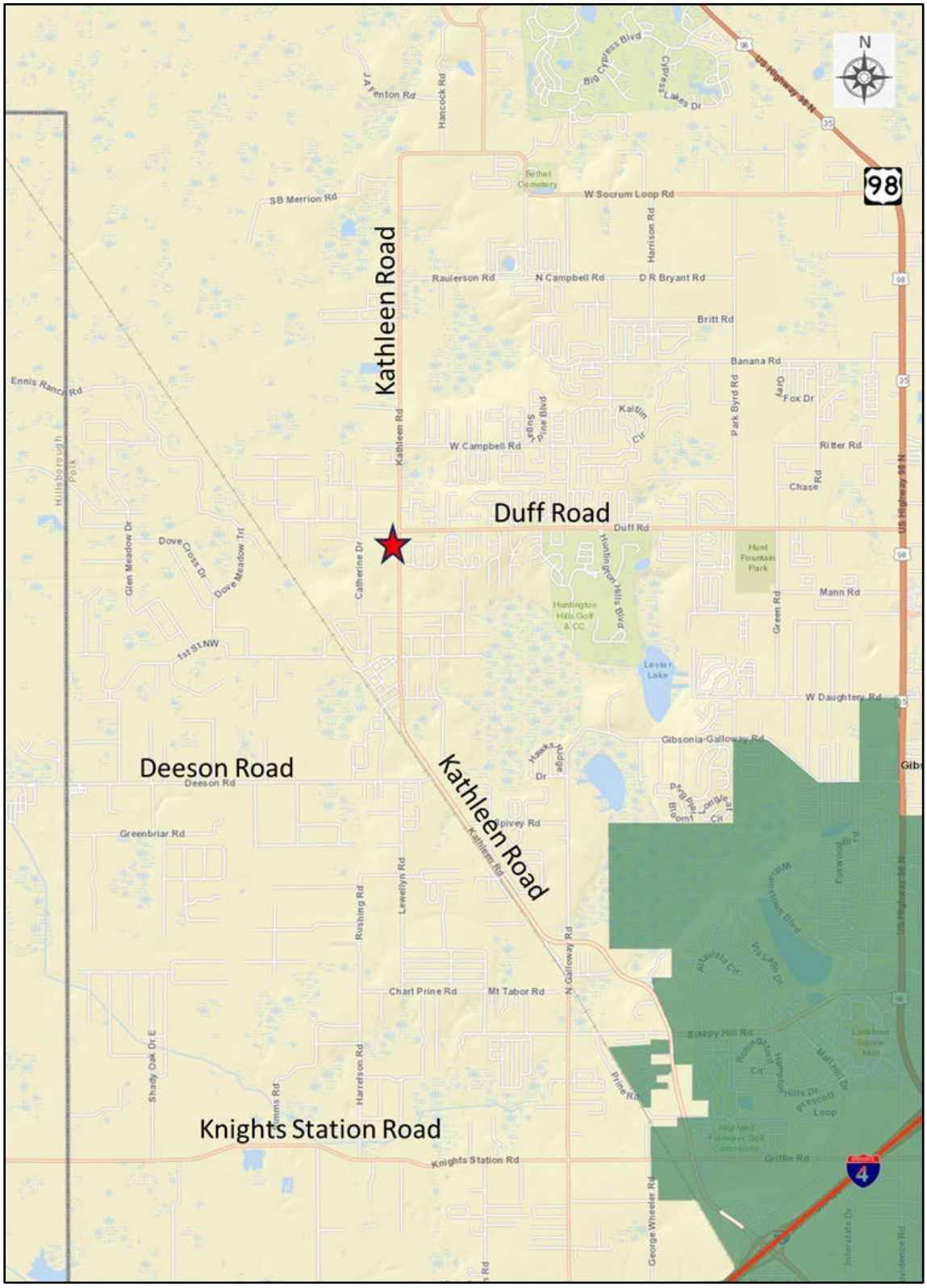
**Table 7: Urban Sprawl Criteria**

| Rule 9J-5 Urban Sprawl Criteria | Page(s) within report |
|---|---|
| a. *Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.* | Surrounding Land Uses Section |
| b. *Allows a significant amount of urban development to occur in rural areas.* | Surrounding Land Uses Section |
| c. *Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.* | Surrounding Land Uses Section |
| d. *Fails to adequately protect and conserve natural resources and other significant natural systems.* | Environmental Conditions |
| e. *Fails to adequately protect adjacent agricultural areas.* | Surrounding Land Uses Section |
| f. *Fails to maximize existing public facilities and services.* | Schools, Public Facilities and Water/Sewer Sections |
| g. *Fails to minimize the need for future facilities and services.* | Schools, Public Facilities and Water/Sewer Sections |
| h. *Allows development patterns that will disproportionately increase the cost of providing public facilities and services.* | Surrounding Land Uses Section |
| i. *Fails to provide a clear separation between urban and rural uses.* | Surrounding Land Uses Section |
| j. *Discourages infill development or redevelopment of existing neighborhoods.* | Surrounding Land Uses Section |
| k. *Fails to encourage an attractive and functional mixture of land uses.* | Surrounding Land Uses Section |
| l. *Will result in poor accessibility among linked or related land uses.* | Surrounding Land Uses Section |
| m. *Results in the loss of a significant amount of open space.* | Surrounding Land Uses and Environmental Conditions Sections |
| Source: The following criteria are the primary indicators of urban sprawl per Rule 9J-5 of the Florida Administrative Code. | |

**Comments from Other Agencies:** None.

**Attachments:**

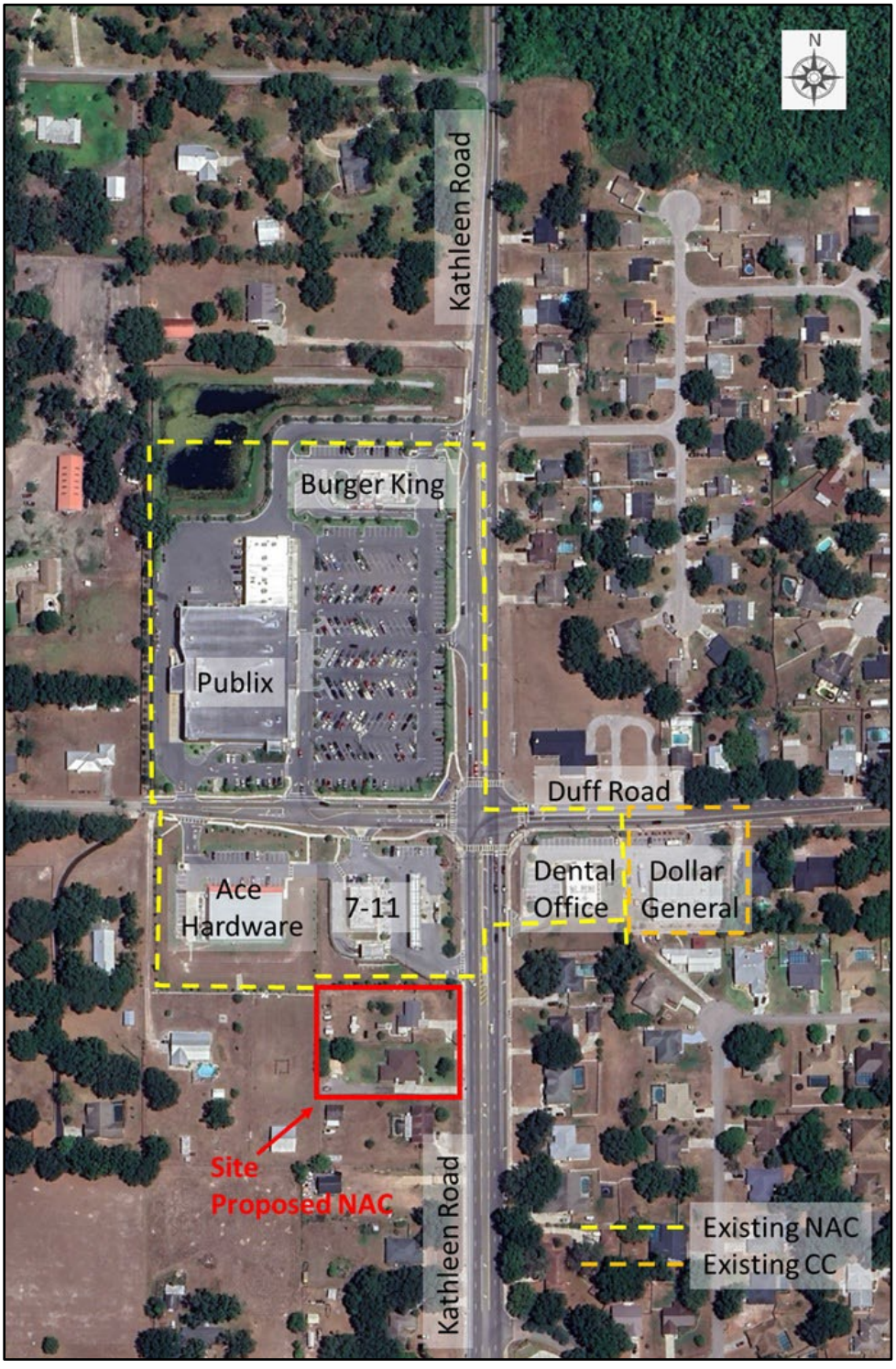
Exhibit 1 – Location Map
Exhibit 2 – 2025 Aerial Context Map
Exhibit 3 – 2025 Aerial Map with NAC Outline
Exhibit 4 – 2025 Aerial Map
Exhibit 5 – Current Future Land Use Map
Exhibit 6 – Proposed Future Land Use Map
Exhibit 7 – Current Permitted and Conditional Uses
Exhibit 8 – Proposed Permitted and Conditional Uses
Exhibit 9a & b – Type I & II Intersection Design




# LOCATION MAP



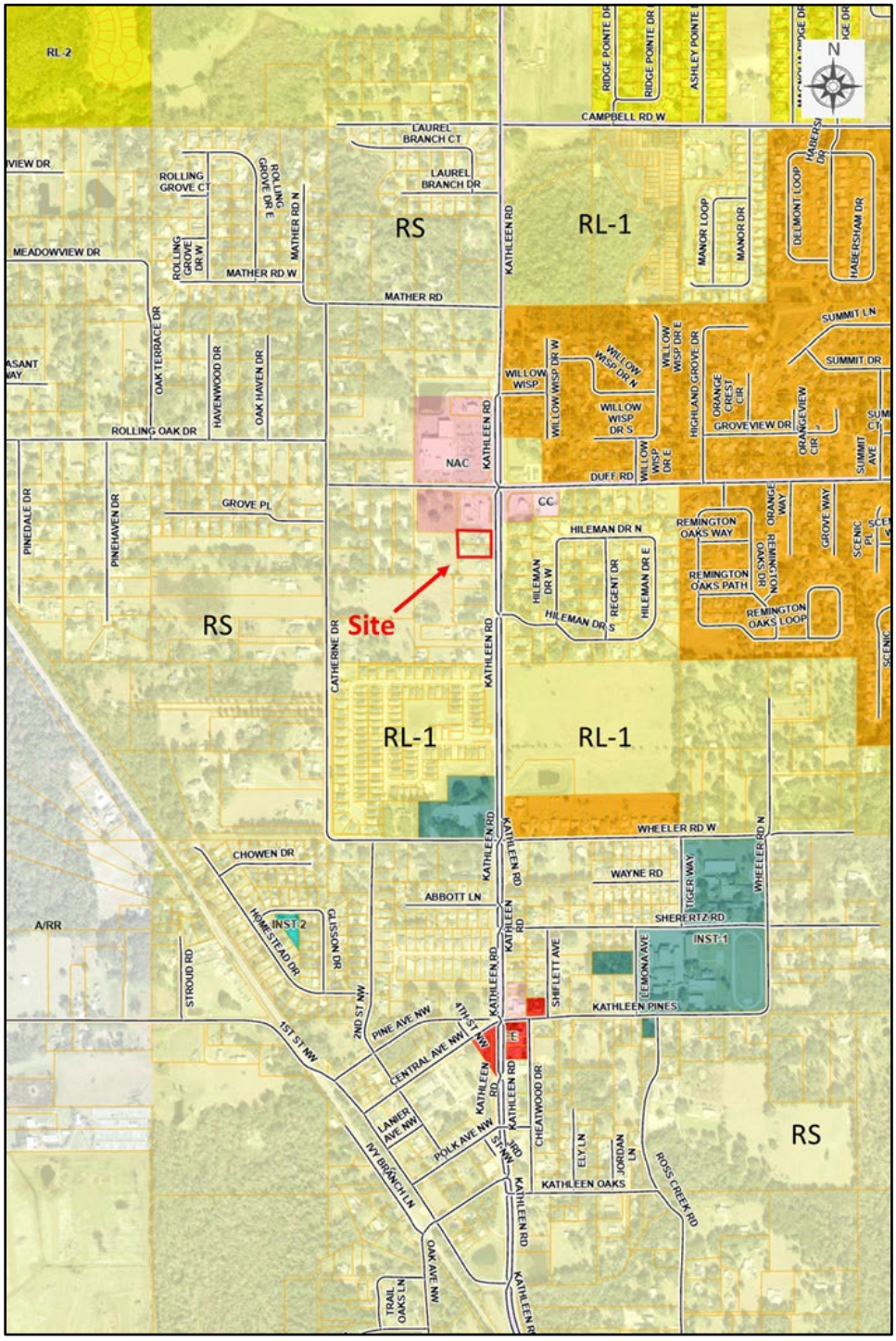

# 2025 AERIAL CONTEXT MAP



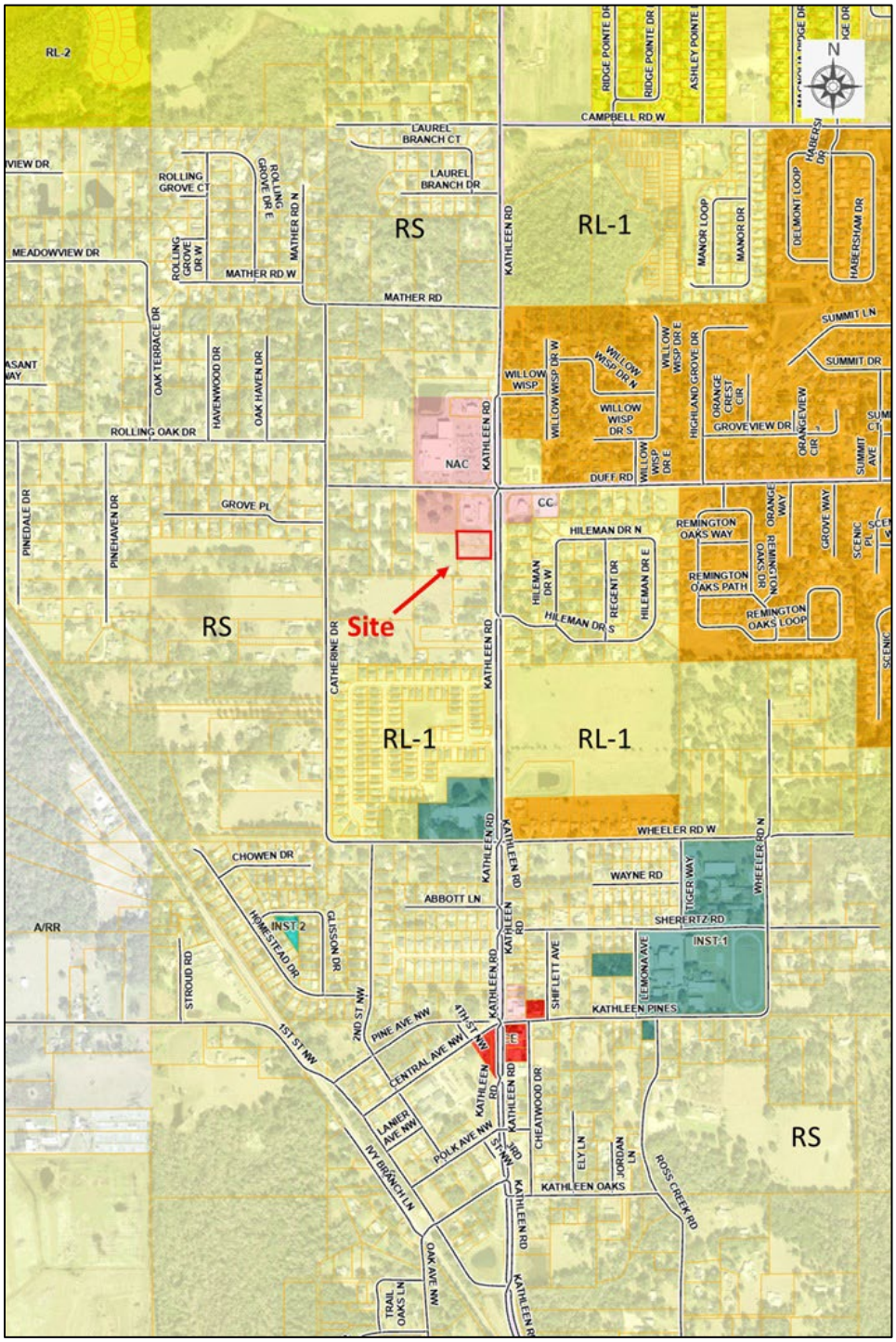

# 2025 GOOGLE EARTH AERIAL MAP
# EXISTING NAC & CC OUTLINED




# 2025 GOOGLE EARTH AERIAL MAP




# CURRENT FUTURE LAND USE
# RESIDENTIAL SUBURBAN (RS)




# PROPOSED FUTURE LAND USE
# NEIGHBORHOOD ACTIVITY CENTER (NAC)

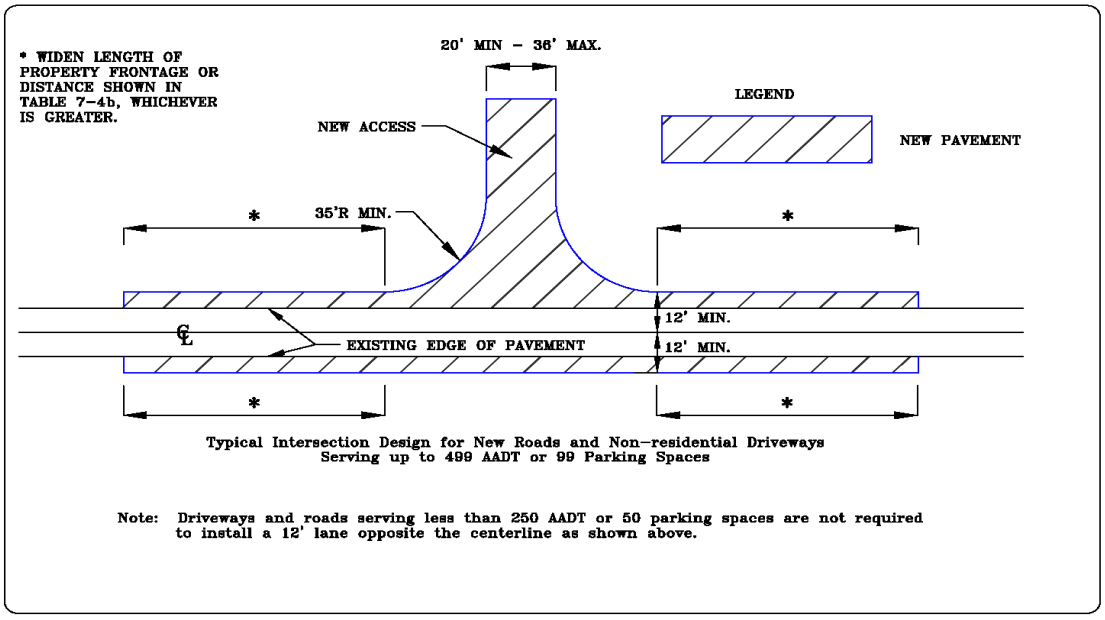
| Residential Suburban (RS) | | | |
|---|---|---|---|
| **Technical Staff Review -Level 1& 2** | | **Public Hearing (s) Required-Level 3 & 4** | |
| **Residential Uses:** | Family Farm, C1<br>Group Home, Small (6 or less residents), C1<br>Farm Worker Dormitory, Apartment Style, C2<br>Mobile Homes, Individual, C1<br>Residential Infill Development, C2<br>Single-family Detached Home & Subdivision, P | **Residential Uses:** | Duplex, C3<br>Fly-in Community, C3<br>Group Home, Large (7-14 residents),C3<br>Group Living Facility (15 or more residents), C3<br>Farm Worker Dormitory, Barrack Style, C3<br>Mobile Home Park, C4<br>Mobile Home Subdivision, C4<br>Rural Residential Development (RRD), C3<br>Suburban Planned Development, C3 |
| | | **Mixed Uses:** | Planned Development, C3<br>Residentially Based Mixed Development (RBMD), C3<br>Rural Mixed Development (RMD), C3<br>Transitional Area Development, C3 |
| **All Other Uses:** | Animal Farm, Intensive, C1<br>Convenience Stores, Isolated, C2<br>Emergency Shelter, Small (6 or less residents), C1<br>Farming General, P<br>Golf Course, C1<br>Livestock Sale, Auction, C1<br>Nurseries and Greenhouses, C1<br>Recreation, Passive, C1<br>Recreation, Low Intensity, C2<br>Riding Academies, C1<br>School, elementary, C2<br>Utilities, Class I, P<br>Utilities, Class II, C1<br>Veterinary Service, C2 | **All Other Uses:** | Adult Day Care Center (7 or more clients), C3<br>Agricultural Support, Off-site, C3<br>Bed and Breakfast, C3<br>Cemetery, C3<br>Childcare Center, C3<br>Communication Towers, guyed and Lattice, C3<br>Communication Tower, Monopole, C3<br>Community Center, C3<br>Cultural Facility, C3<br>Emergency Shelter, medium (7-14 residents), C3<br>Emergency Shelter, Large (15 or more residents), C3<br>Event Facility, C3<br>Government Facility, C3<br>Helistops, C3<br>Kennels, Boarding and Breeding, C3<br>Lime Stabilization Facility, C3<br>Lodges and Retreats, C3<br>Mining, Non-phosphate, C3<br>Outdoor Concert Venue, C3<br>Recreation, High Intensity, C3<br>Religious Institution, C3<br>School, Middle, C3<br>School, High, C3<br>School, Leisure/Special Interest, C3<br>Seaplane Base, C3<br>Solar Electric-power Generation Facility, C3<br>Utilities, Class III, C3<br>Water Ski Schools, C4 |

# CURRENT
# PERMITTED AND CONDITIONAL USES

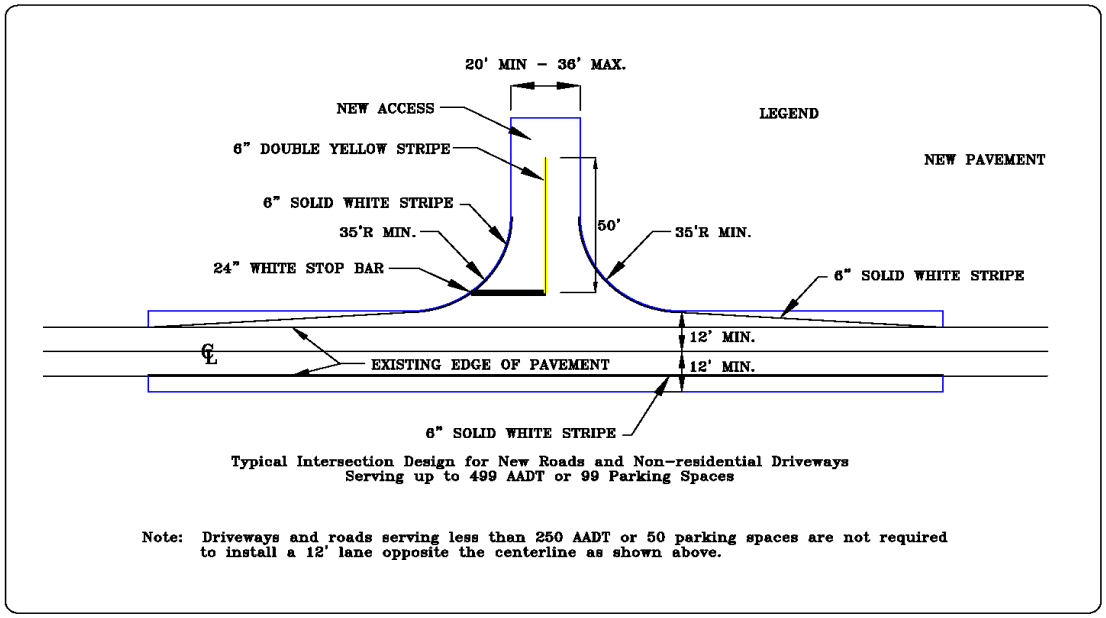
| Neighborhood Activity Center (NAC) | | | |
|---|---|---|---|
| **Technical Staff Review -Level 1& 2** | | **Public Hearing (s) Required-Level 3 & 4** | |
| **All Other Uses:** | Alcohol Package Sales, C1<br>Car Wash, Incidental, C2<br>Childcare Center, P<br>Clinics & Medical Offices, C2<br>Community Center, C2<br>Cultural Facility, C2<br>Farming General, P<br>Financial Institution, P<br>Financial Institution, Drive Through, C2<br>Gas Station, P<br>Government Facility, P<br>Marina and Related Facilities, C1<br>Medical Marijuana Dispensaries, C2<br>Nurseries, Retail, P<br>Nurseries and Greenhouses, P<br>Office, C2<br>Personal Service, C2<br>Recreation Passive, C1<br>Recreation & Amusement General, C2<br>Religious Institution, C2<br>Restaurant, drive-thru/Drive-in, C2<br>Restaurant, sit-down/Take-out, P<br>Retail, 10,0000-34,999 sq. ft., P<br>Retail, 35,000-64,000 sq. ft., P<br>Retail. Less than 10,000 sq. ft., P<br>Schools, Leisure/Special Interest, C2<br>Self-storage Facility, C2<br>Transit Facility, P<br>Utilities Class I, P<br>Utilities Class II, P<br>Utilities Class III, C3<br>Vehicle Service, Mechanical, P<br>Veterinary Service, P | **Residential Uses:** | Multi-family, C3 |
| | | **Mixed Uses:** | Planned Development, C3<br>Transitional Area Development, C3 |
| | | **All Other Uses:** | Bars, Lounges, and Taverns, C3<br>Cemetery, C3<br>Helistops, C3<br>Mining, Non-phosphate, C3<br>Retail, More than 65,000 sq. ft., C3<br>School, Technical/Vocational/ Trade & Training, C3<br>School, University/College, C3<br>Water Ski Schools, C3 |

# PROPOSED
# PERMITTED AND CONDITIONAL USES

Figure A9
Type I Intersection Geometric Plan



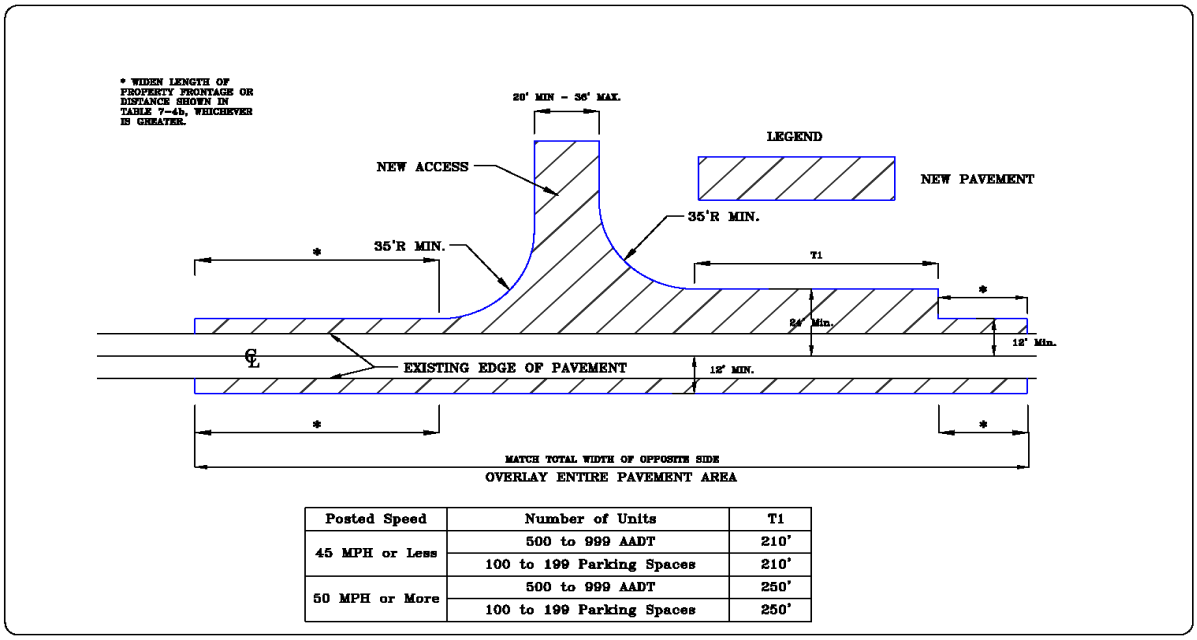

Type I Intersection Striping Plan




LDC Appendix A Section A204 Road Design Illustrations

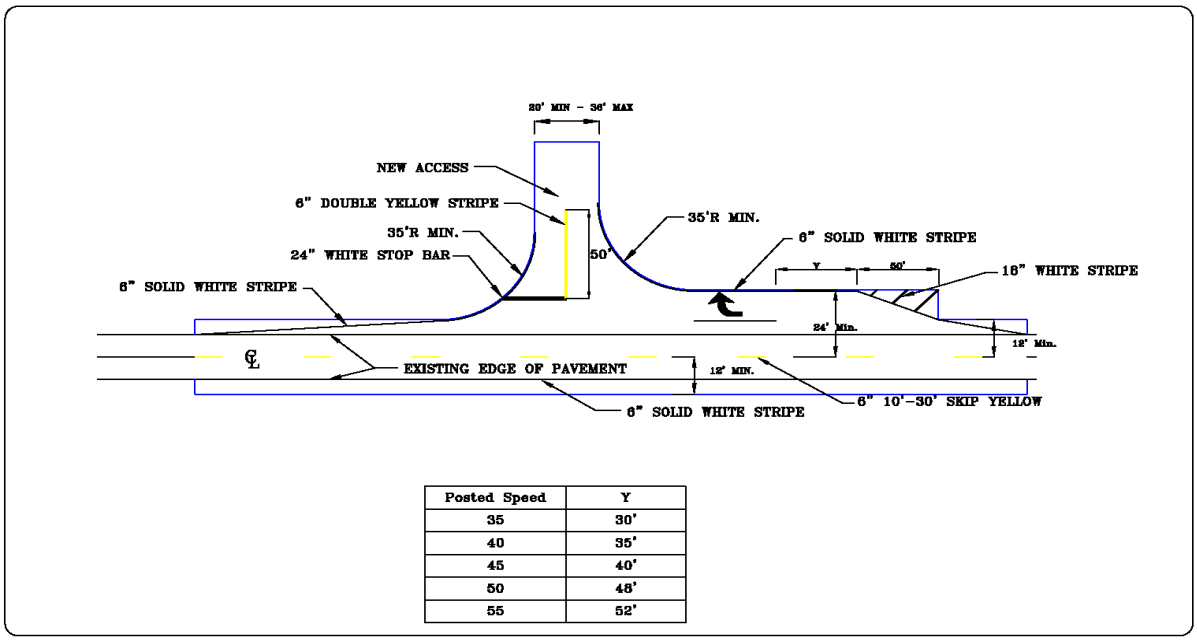
# TYPE I INTERSECTION

Figure A10
Type II Intersection Geometric Plan




| Posted Speed | Number of Units | T1 |
|---|---|---|
| 45 MPH or Less | 500 to 999 AADT | 210' |
| | 100 to 199 Parking Spaces | 210' |
| 50 MPH or More | 500 to 999 AADT | 250' |
| | 100 to 199 Parking Spaces | 250' |

Type II Intersection Striping Plan




| Posted Speed | Y |
|---|---|
| 35 | 30' |
| 40 | 35' |
| 45 | 40' |
| 50 | 48' |
| 55 | 52' |

LDC Appendix A Section A204 Road Design Illustrations

# TYPE II INTERSECTION

**ORDINANCE NO. 26 -____**

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE ADOPTION OF **LDCPAS-2025-32**, AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN, ORDINANCE 92-36, AS AMENDED, TO CHANGE THE FUTURE LAND USE DESIGNATION ON A TOTAL OF 1.13± ACRES, FROM RESIDENTIAL SUBURBAN (RS) TO NEIGHBORHOOD ACTIVITY CENTER (NAC) AND A DEVELOPMENT AREA CHANGE FROM SUBURBAN DEVELOPMENT AREA (SDA) to URBAN GROWTH AREA (UGA). THE SUBJECT PROPERTY IS LOCATED ON THE WEST SIDE OF KATHLEEN ROAD, SOUTH OF DUFF ROAD EAST OF CATHERINE DRIVE, AND NORTH OF CATHERINE DRIVE, NORTHWEST OF THE CITY OF LAKELAND, IN SECTION 12, TOWNSHIP 29, RANGE 23; 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 January 7, 2026; and

**WHEREAS**, pursuant to Section 163.3187(2), FS, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the proposed Plan revisions on February 17, 2026; and

**WHEREAS**, the Board of County Commissioners, reviewed and considered all comments received during said public hearing, and provided for necessary revisions; and

**NOW THEREFORE, BE IT ORDAINED** by the Polk County Board of County Commissioners:

**SECTION 1: COMPREHENSIVE PLAN AMENDMENT**

The Future Land Use Map of Ordinance No. 92-36, as amended, (the "Polk County Comprehensive Plan") is hereby amended to reflect a change in the Future Land Use designation on a five (5) acre site from Residential Suburban (RS) in the Suburban Development Area (SDA) to Neighborhood Activity Center (NAC) in the Urban Growth Area (UGA) on the parcel listed below and graphically depicted on the parcel map in Attachment "A".

Parcel 232717-000000-021210

N 100.33 FT OF S1/2 OF E1/4 OF N1/2 OF NE1/4 OF SE1/4 LESS RD R/W & LESS ADDNL R/W PER OR 8286 PG 2144

Parcel 232717-000000-021090

S1/2 OF E1/4 OF N1/2 OF NE1/4 OF SE1/4 LESS RD R/W & LESS S 135 FT & LESS N 100.33 FT & LESS ADDNL R/W PER OR 8265 PG 4

**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 March 20, 2026 (31 days after adoption), unless the amendment is challenged. If challenged, the effective date of this ordinance shall be the date a Final Order is issued by the Department of Economic Opportunity or Administration Commission finding the amendment in compliance in accordance with Section 163.3184 (1)(b), Florida Statutes. No development orders, development permits, or land uses dependent upon this amendment, as described on the attached map of proposed land uses, may be issued or commence before it has become effective.

**SECTION 4: FILING WITH THE DEPARTMENT OF STATE:**

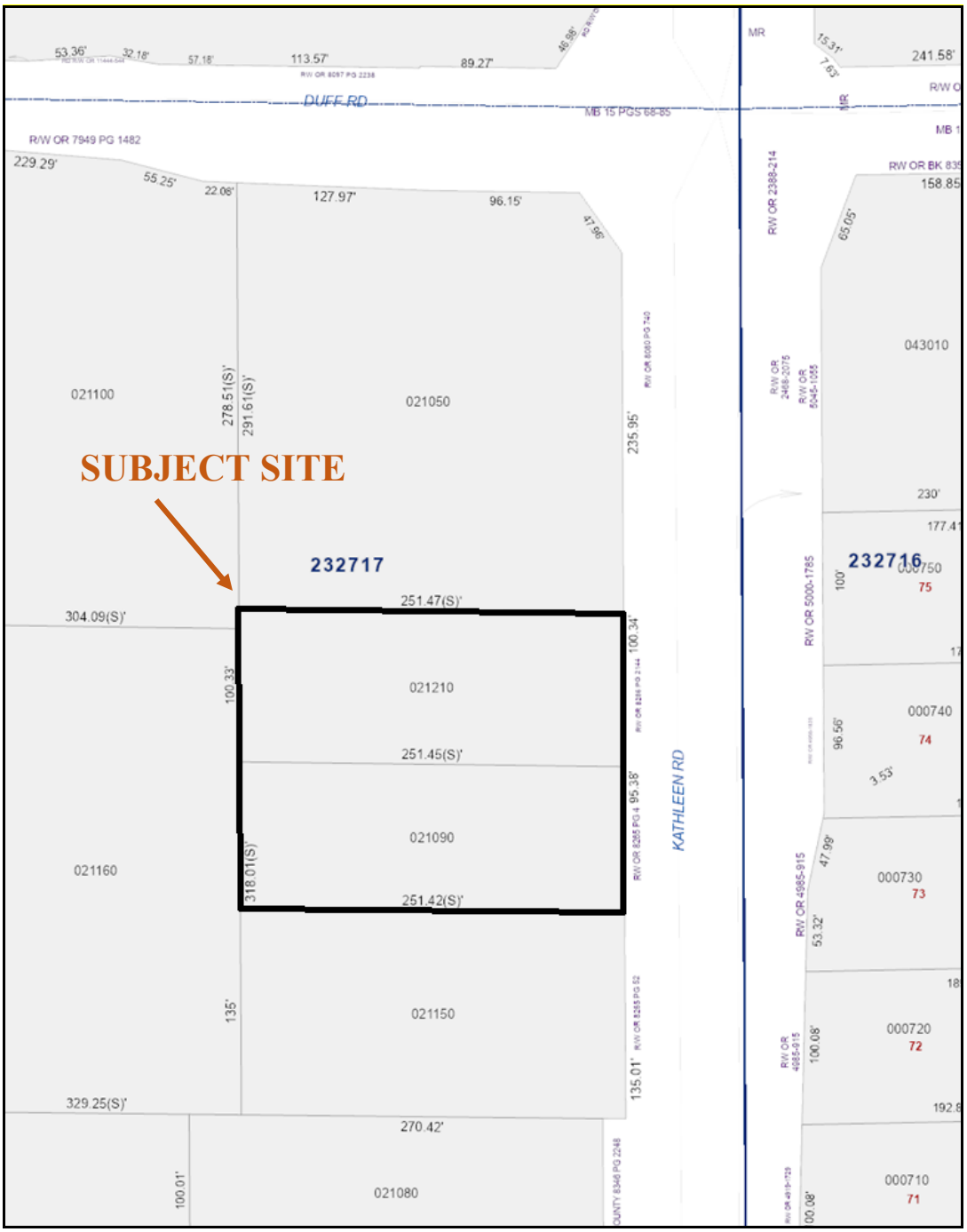
The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the

Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

**ADOPTED,** in open session of the Polk County Board of County Commissioners with a quorum present and voting this 17th day of February, 2026.

**ATTACHMENT "A"**

**LDCPAS 2025-32**
**Development Area:** Suburban Development Area
**Location:** South of Duff Road, west of Kathleen Road
**Section-17 Township-27 Range-23**




**PARCEL DETAIL**
*Note: Not to Scale*

## Demonstration of Need

POLICY 2.102-A11: URBAN SPRAWL CRITERIA - In accordance with Rule 9J-5.006(5) of the Florida Administrative Code, Polk County will discourage the proliferation of urban sprawl by use of the following criteria when determining the appropriateness of establishing or expanding any land use or development area. The analysis must ask whether or not the proposed plan amendment:

a. Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses in excess of demonstrated need.

**ANALYSIS:** *The Proposed Request will act to provide commercial uses to an area that is primarily single-use residential. In addition, the Proposed Request will provide commercial amenities to residents in the area.*

b. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development.

**ANALYSIS:** *The Proposed Site is located in an urban area that is highly developed.*

c. Promotes, allows or designates urban development in radial, strip isolated or ribbon patterns generally emanating from existing urban developments.

**ANALYSIS:** *The Proposed Request does not create radial, strip isolated or ribbon patterns on the Future Land Use Map. [See Polk County Future Land Use Map].*

d. As a result of premature or poorly planned conversion of rural land to other uses, fails to adequately protect and conserve natural resources, such as, wetlands, floodplains, native vegetation, environmentally sensitive areas, natural shorelines, beaches, bays, estuarine systems, and other significant natural systems.

**ANALYSIS:** *The Subject Property is developed. In addition, the Subject Property does not appear to have any wetlands, nor is it located in a flood zone. [see Wetlands Map; see Flood Zone Map].*

e. Fails to adequately protect adjacent agricultural areas and activities including silviculture and active agricultural and silvicultural activities as well as passive agricultural activities and dormant, unique and prime farmlands and soils.

**ANALYSIS:** *The Subject Property is not adjacent to agricultural activities and there are no anticipated impacts to agricultural areas.*

f. Fails to maximize use of existing public facilities and services.

**ANALYSIS:** *No negative impacts to existing public facilities and services are anticipated.*

g. Fails to minimize the use of future public facilities and services.

**ANALYSIS:** *No impacts to future public facilities and/or services are anticipated.*

h. Allows for land use patterns or timing which will disproportionately increase the cost in time, money and energy, of providing public facilities and services including roads, potable water, sanitary sewer, stormwater management, law enforcement education health care, fire and emergency response, and general government.

**ANALYSIS:** *There are no anticipated off-site improvements required for the development of the Subject Property. In addition, there are no anticipated adverse impacts on public facilities in general.*

i. Fails to provide a clear separation between urban and rural uses.

**ANALYSIS:** *The Subject Property is not located adjacent to rural uses. Notably, the Subject Property is situated in an area that has predominantly been developed for single family residential use.*

j. Discourages or inhibits in-fill development or redevelopment of existing neighborhoods and communities.

**ANALYSIS:** *The Proposed Request does not discourage in-fill development or redevelopment. The Proposed Request will act to redevelop an existing neighborhood to better serve the community.*

k. Fails to encourage an attractive and functional mix of land uses.

**ANALYSIS:** *The Proposed Request will ultimately provide the framework for an attractive and functional NAC, while also expanding the commercial services available to those living in the area and traveling along Kathleen Road.*

l. Results in poor accessibility among linked or related land uses.

**ANALYSIS:** *The Proposed Request will set the framework for a unified NAC in an area that is predominantly residential.*

m. Results in the loss of a significant amount of functional open space.

**ANALYSIS:** N/A. *The Subject Property is developed.*

**Impact Assessment Statement**

A. Land and Neighborhood Characteristics: to assess the compatibility of the requested land use district with the adjacent property and to evaluate the suitability of the site for development, the applicant shall:

1. Show how and why is the site suitable for the proposed uses;

*See Request, Background, and Justification. The expansion of the existing NAC district to the Proposed Site meets the criteria set out in the Polk County Comprehensive Plan for both SDAs and NAC districts. See Consistency Analysis.*

2. Provide a site plan showing each type of existing and proposed land use;

*See attached Future Land Use Map.*

3. Describe any incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses;

*The landscaping and buffering required by the Polk County Land Development Code adequately ensures that the proposed request is compatible with adjacent uses and entitlements in the area. The applicant will take any and all reasonable and necessary steps to minimize impacts to the properties surrounding the requested land use map amendment.*

4. Explain how the requested district may influence future development patterns if the proposed change is located in an area presently undeveloped;

*The Subject Property is not located in an area presently undeveloped.*

5. Describe each of the uses proposed in a Planned Development and identify the following:

a. The density and types of residential dwelling units;

b. The type of commercial and industrial uses;

c. The approximate customer service area for commercial uses;

d. The total area proposed for each type of use, including open space and recreation

*The Property is not within a Planned Development. Any development of the Property would be consistent with the Polk County Land Development Code, the Polk County Comprehensive Plan, and proposed site-specific development criteria.*

B. Access to Roads and Highways: to assess the impact of the proposed development on the existing, planned and programmed road system, the applicant shall:

1. Calculate the number of vehicle trips to be generated daily and at PM peak hour based on the latest ITE or provide a detailed methodology and calculations;

*A Traffic Impact Analysis will be provided to staff prior to reading at planning commission.*

2. Indicate what modifications to the present transportation system will be required as a result of the proposed development;

*On-site transportation improvements will be fully addressed at Level 2.*

3. List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development;

*The requisite number of parking spaces required by the Polk County Land Development Code will be determined at Level 2 based on the actual square footage of any structures proposed to be constructed.*

4. Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads); and

*Access will be provided via Kathleen Road. The Proposed Site's location in a heavily urban area will result in decreased speeds of vehicular traffic. Such decreased speeds will allow for closer access points between parcels.*

5. Indicate the modes of transportation, other than the automobile, that have been considered (e.g., pedestrian, bicycle, bus, train or air) and describe the modes.

*The Proposed Site will be oriented to pedestrian and automobile access.*

C. Sewage: to determine the impact caused by sewage generated from the proposed development, the applicant shall:

1. Calculate the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development;

***Potable Water Consumption and Wastewater Generation Table***

| **Permitted Intensity**<br>1.13 +/- acres<br>3du/1ac in RS | **Maximum Permitted in Existing Land Use RS**<br><br>1.13 X 3du/1ac= 3 du | **Maximum Permitted in Proposed NAC**<br><br>**1.13 ac**<br>**49,222.8 sq ft** X 0.25 FAR=<br><br>12,305.7 sq ft |
|---|---|---|
| *Potable Water Consumption* | 3 du X 360= **1080 GPD** | 12,305.7 X 0.3= **3,691.7 GPD** |
| *Wastewater Generation* | 3 du X 270= **280 GPD** | 3,691.7 X 80%= **2,953.4 GPD** |

*0.3GPD/sq ft for water and an assumption of 80% of water for wastewater.*

2. Describe the proposed method and level of treatment, and the method of effluent disposal for the proposed sewage treatment facilities if on-site treatment is proposed;

*N/A. The Proposed Request does not anticipate on-site treatment.*

3. Indicate the relationship of the proposed sewage system to Polk County's plans and policies for sewage treatment systems;

*Any proposed system will be designed in accordance with applicable and appropriate rules and regulations.*

4. Identify the service provider; and

*The Proposed Site is in a Polk County Utilities service area.*

5. Indicate the current provider's capacity and anticipated date of connection.

*Specific information on capacity and anticipated date of connection is unknown at this time.*

D. Water Supply: to determine the amount of water to be used, how it will be distributed, and the impact on the surrounding area, the applicant shall:

1. Indicate the proposed source of water supply and, the type of treatment;

***Potable Water Consumption and Wastewater Generation Table***

| **Permitted Intensity**<br>1.13 +/- acres | **Maximum Permitted in Existing Land Use RS**<br><br>1.13 X 3du/1ac= 3 du | **Maximum Permitted in Proposed NAC**<br><br>**1.13 ac**<br>**49,222.8 sq ft** X 0.25 FAR=<br><br>12,305.7 sq ft |
|---|---|---|
| *Potable Water Consumption* | 3 du X 360= **1080 GPD** | 12,305.7 X 0.3= **3,691.7 GPD** |
| *Wastewater Generation* | 3 du X 270= **280 GPD** | 3,691.7 X 80%= **2,953.4 GPD** |

*0.3GPD/sq ft for water and an assumption of 80% of water for wastewater.*

2. Identify the service provider;

*The Proposed Site is in a Polk County Utilities service area.*

3. Calculate the estimated volume of consumption in gallons per day (GPD); and

*3,691.7 GPD.*

4. Indicate the current provider's capacity and anticipated date of connection

*Specific information on capacity and the anticipated date of connection are unknown at this time.*

E. Surface Water Management and Drainage: to determine the impact of drainage on the groundwater and surface water quality and quantity caused by the proposed development, the applicant shall:

1. Discuss the impact the proposed development will have on surface water quality;

*The stormwater management system for the Proposed Site will be designed to meet regulatory requirements that will ensure adequate BMPs are instituted. The Proposed Site does not have any areas of concern and surface water quality will not be negatively impacted by development.*

2. Describe the alteration to the sites natural drainage features, including wetland, that would be necessary to develop the project;

*There does not appear to be any state or federal jurisdictional wetlands or surface water features located within the Proposed Site.*

3. Describe the impact of such alterations on the fish and wildlife resources of the site;

*Based on the available GIS information, there are no state or federally jurisdictional wetland or surface water features or other bodies of open water identified within the Proposed Site. In addition, the Proposed Site is already developed. As such, there is no anticipated impact on fish and wildlife resources.*

4. Describe local aquifer recharge and groundwater conditions and discuss the changes to these water supplies which would result from development of the site.

*No change is anticipated.*

F. Population: to determine the impact of the proposed developments additional population, the applicant shall:

1. Calculate the projected resident (and transient) population of the proposed development and the generated population in the case of commercial or industrial uses;

*Indeterminable at this time.*

2. Describe, for commercial and industrial projects, the employment characteristics including the anticipated number of employees, type of skills or training required for the new jobs, the percentage of employees that will be found locally or are expected to be drawn from outside the county or state, and the number of shifts per day and employees per shift;

*Indeterminable at this time.*

3. Indicate the expected demographic composition of the additional population (age/socio-economic factors); and

*Indeterminable at this time.*

4. Describe the proposed service area and the current population thereof.

*Indeterminable at this time.*

G. General Information: to determine if any special needs or problems will be created by the proposed development, the applicant shall:

1. List and discuss special features of the proposed development that promote desirability and contribute to neighborhood needs; and

*The Proposed Request would provide for an expanded NAC in an area that is predominantly single-use residential. In addition, the expansion would offer commercial services to residents in the area and those traveling along Kathleen Road.*

2. Discuss the demand on the provision for the following services:
   a. Parks and Recreation;

*None.*

b. Educational Facilities (preschool/elementary/middle school/high school);

*None.*

c. Health Care (emergency/hospital);

*No impact to health care is anticipated.*

d. Fire Protection;

*No impact on fire protection is anticipated. The Subject Property has been previously developed.*

e. Police Protection and Security; and

*No impact on police protection and security is anticipated. The Proposed Site has been previously developed for residential use.*

f. Electrical Power Supply

*Indeterminable at this time.*

H. Maps: the following maps shall accompany all Impact Assessment Statements:

Map A: A location map showing the relationship of the development to cities, highways, and natural features;

*See attached Location Map*

Map B: A Topographical Map with contour intervals of no greater than five feet, the identification of the property boundaries, and a delineation of the areas of special flood hazard (100 year flood plain) as shown on the Flood Insurance Rate Maps issued by the Federal Emergency Management Agency (FEMA) for Polk County;

*See attached Topographical Map.*

Map C: A Land Use and Land Use District Map showing the existing land use designations and districts on and abutting the proposed development, including lot sizes and density;

*See attached Future Land Use Map.*

Map D: A Soils Map with soils designated according to Natural Resources Conservation Service classifications. If available, USDA Natural Resources Conservation Service (NRCS) soil surveys are preferable;

*See attached Soils Map*

Map E: A Traffic Circulation Map identifying any existing roads on or adjacent to the proposed development and indicating the name of the roads, maintenance jurisdiction, and pavement and right-of-way widths.

*See attached Location Map w/ Roads.*

Map F: A Site Plan showing land uses, the layout of lots, the type and maximum density for each type of residential area; the typical minimum lot sizes and dimensions for each use and unit type, and the dimensions, locations, and types of buffers, easements, open space areas, parking and loading areas, setbacks, and vehicular circulation routes; and

*A Site Plan is not available at this time.*

Map G: A Drainage Map delineating existing and proposed drainage areas, water retention areas, drainage structures, drainage easements, canals, wetlands, watercourses, and other major drainage features.

*A Drainage Map is not available at this time, as we do not have any engineered plans to evaluate the proposed location of stormwater ponds, buildings, and impervious surface.*

## Consistency Analysis

Contained below is an analysis of the consistency of the proposed request with provisions of the Polk County Comprehensive Plan that are germane at this stage of the development process. The Comprehensive Plan's Framework breaks up the plan into three basic levels – Development Areas, Future Land Uses, and Special-Area Overlay Districts and Areas. This Consistency Analysis provides a broad overview of how the Proposed Request complies with each of the three basic levels of the Comprehensive Plan.

### SECTION 2.102 GROWTH MANAGEMENT.

**OBJECTIVE 2.102-A: Development within unincorporated Polk County shall occur in accordance with the policies stated within this Future Land Use Element and all other Goals, Objectives and Policies incorporated within the Polk County 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.

**ANALYIS:** *The Proposed Request will promote contiguous and compact growth patterns by expanding commercial uses to property located adjacent to a high impact road. The expansion will act to provide the framework for true NAC as the area continues to develop.*

POLICY 2.102-A11: URBAN SPRAWL CRITERIA - In accordance with Rule 9J-5.006(5) of the Florida Administrative Code, Polk County will discourage the proliferation of urban sprawl by use of the following criteria when determining the appropriateness of establishing or expanding any land use or development area. The analysis must ask whether or not the proposed plan amendment . . .

**ANALYSIS:** *See Demonstration of Need and Justification for analysis on how the proposed request will discourage the proliferation of urban sprawl.*

### SECTION 2.105 URBAN-GROWTH AREAS (UGA).

**OBJECTIVE 2.105-A: The Polk County Plan shall provide areas for the future development of urban-intensity growth through:**

**a.the designation and mapping of Urban Growth Areas, and**

**b.the establishment of policies to govern the development of land within the Urban-Growth Areas.**

POLICY 2.105-A1: DESCRIPTION - Urban-Growth Areas shall:

a. complement the TSDA in guiding growth, while promoting orderly and compact development;

b. be located contiguous to the TSDAs or a municipality as they represent the expansion areas;

c. be supported by existing or planned urban type services that are programmed for the 20-year planning horizon;

d. be those areas where the availability of infrastructure and other community facilities and services, including, but not limited to mass transit and other transportation alternatives, utilities, public safety, recreational and educational services, promotes and supports the location of higher density and intensity compact, mixed use development in close proximity to the development in the adjacent TSDAs;

**ANALYSIS:** *The Proposed Site is adjacent to an Urban Growth Area. The Proposed Site's proximity to available infrastructure and urban collector roads speaks to the timeliness of the site being designated as a UGA. Although it is acknowledged that the Proposed Site is not immediately adjacent to a TSDA, the Applicant believes the services available to the Proposed Site and adjacency of the Proposed Site to a UGA make an increase in intensity appropriate.*

## SECTION 2.110 ACTIVITY CENTERS.

**OBJECTIVE 2.110-A: The Polk County Plan shall manage higher-intensity land use activities by the designation and mapping of Activity Centers on the Future Land Use Map Series.**

POLICY 2.110-A2: DESIGNATION AND MAPPING - Activity Centers shall be located as designated on the Future Land Use Map Series. Activity Centers shall be approved and designated on the Future Land Use Maps based on the efficient provision of urban services and such designation shall not create a "leap frog" development pattern.

**ANALYSIS:** *The Proposed Request is adjacent to a UGA. As such, the provision of urban services are available to the Proposed Site.*

POLICY 2.110-A5: BOUNDARY CRITERIA - The boundary of an Activity Center shall normally be placed so that a majority of the Center's area is located symmetrically around its center. The center of an Activity Center shall generally be considered to be the intersection point of the two major intersecting roads around which an Activity Center is typically located. A center may be officially designated for an Activity Center on the Future Land Use Map Series accompanying the optional Activity Center Plan referred to in Section 2.110-L.

**ANALYSIS:** *This expansion adds balance to the southwestern node of the existing NAC. In 2017, when the existing NAC was approved, the church on the southeastern corner of the intersection of Kathleen and Duff did not desire to change to NAC. The Proposed Request will act to provide more usable area for the existing NAC, in-turn, setting the framework for a complete and unified NAC as contemplated in Policy 2.110-A5.*

**OBJECTIVE 2.110-D: NEIGHBORHOOD ACTIVITY CENTERS - The Polk County Plan shall provide for the local-shopping needs of residents through:**

**a.the designation and mapping of Neighborhood Activity Centers on the Future Land Use Map Series; and**

**b.the establishment of criteria applicable to the location and development of land within Neighborhood Activity Centers.**

POLICY 2.110-D1: CHARACTERISTICS - Neighborhood Activity Centers are intended to accommodate the shopping needs of residents living within the immediate surrounding neighborhood(s). General (approximate) characteristics of Neighborhood Activity Centers are:

Usable Area: Over 5 acres to 20 acres

Gross Leasable Area (GLA): 20,000 to 150,000 square feet

Minimum Population Support: 5,000 to 10,000 people

Market-Area Radius: 1½ miles

Typical Leading Tenant: Supermarket

Other Typical Leading Tenants: Drug Store, Restaurant, Bakery, Office, Convenience Store

**ANALYSIS:** *The existing NAC has approximately 16 acres in usable area. The expansion to the Proposed Site is well within the characteristics contemplated in the Comprehensive Plan while also allowing for future expansion.*

POLICY 2.110-D2: DESIGNATION AND MAPPING - Neighborhood Activity Centers shall be located within UDAs, UGAs, SDAs, and UEAs as designated on the Future Land Use Map Series as "Neighborhood Activity Center" (NAC).

**ANALYSIS:** *The Proposed Site is in a SDA and the Proposed Request is for a change to UGA.*

POLICY 2.110-D3: LOCATION CRITERIA - Neighborhood Activity Centers shall be located at the intersections of arterial and/or collector roads. There shall be the following traveling distances, on public roads, between the center of a Neighborhood Activity Center and the center of any other Neighborhood Activity Center, or other higher-level Activity Center, Linear Commercial Corridor, or Commercial Enclave providing for the same neighborhood-shopping needs:

a. Two (2) miles within the TSDA and UGA.

b. Four (4) miles within the SDA and UEA.

This required separation may be reduced if:

a. The higher-level Activity Center, Linear Commercial Corridor or Commercial Enclave within the required distance separation is over 80% developed; or

b. The proposed Neighborhood Activity Center market-area radius, minimum population support is over 10,000 people.

**ANALYSIS:** *The Proposed Request contemplates the expansion of an existing NAC. As such, the Proposed Site meets the locational criteria for NACs.*

POLICY 2.110-D4: DEVELOPMENT CRITERIA - Development within a Neighborhood Activity Center shall conform to the following criteria:

a. Neighborhood Activity Centers shall have frontage on, or direct access to, an arterial or major collector roadway, or a frontage road or service drive which directly serves an arterial or collector roadway.

b. Different uses within a Neighborhood Activity Center shall incorporate the use of frontage roads or shared ingress/egress facilities wherever practical.

c. Adequate parking shall be provided to meet the demands of the uses, and interior traffic-circulation patterns shall facilitate the safe movement of vehicular, bicycle, and pedestrian traffic.

d. Residential uses shall not be permitted in Neighborhood Activity Centers except as part of a mixed use Planned Development.

e. Office uses shall not exceed 40 percent of the total area of the Neighborhood Activity center. Commercial uses may constitute 100 percent of the Neighborhood Activity center.

f. The maximum floor area ratio shall not exceed 0.25 unless developed as a Planned Development.

g. Planned Developments within the Neighborhood Activity Center may be permitted a maximum floor area ratio up to 0.70 and a maximum residential density of 5 dwelling units per acre. Intensity and density increases shall only be awarded to innovative, efficient, and compatible Planned Development proposals that are consistent with the general district characteristics and are located within the TSDA and UGA. The Land Development Code shall establish specific development standards and criteria for Planned Developments within activity centers.

**ANALYSIS:** *The Proposed Site has frontage on Kathleen Road, an Urban Collector Road. In addition, the Proposed Site will meet the parking and FAR requirements set out in the Land Development Code.*

POLICY 2.110-D5: ADJACENT DEVELOPMENT - Subject to the criteria and requirements of Section 2.125-C relating to Transitional Areas, development adjacent to a Neighborhood Activity Center may include the following uses: Office, Residential, Institutional, and Recreation and Open Space.

**ANALYSIS:** *The Proposed Site is adjacent to residential development, which is compatible with the Proposed Request pursuant to Policy 2.110-D5.*

**OBJECTIVE 2.110-J: ACTIVITY-CENTER EXPANSIONS AND RECLASSIFICATIONS - The Polk County Plan shall provide for the expansion of existing Activity Centers through the establishment of procedures for the expansion or reclassification of Activity Centers.**

POLICY 2.110-J1: Existing Activity Centers may be expanded to contiguous properties, subject to approval by the Board of County Commissioners, and approved as a Comprehensive Plan Amendment in compliance with state and local law. Expansions and reclassifications of Activity Centers shall be in accordance with the following criteria:

a. Expansion of an existing Activity Center may occur when eighty percent (80%) or more of the usable area within the center is developed, or has received approval of:

   1. a final engineered construction plan (with building-permit application); or

   2. a final PUD/PD/CU approval.

   If the remaining undeveloped usable area of an Activity Center is controlled by a single interest, items 1 and 2 above may be waived by the Board.

**ANALYSIS:** *Approximately 14.2 acres of the 16 acre existing NAC is developed for commercial use. Currently, the only undeveloped portion of the existing NAC is northwest of the Proposed Site (PIN: 2327170000000021100). As such, the Proposed Request meets the criteria set out above.*

b. The expansion of an existing Activity Center shall generally be limited to the parameters established within the "general characteristics" for that class of Activity Center, unless it is being upgraded to the next classification. The expansion of an isolated commercial RCC may occur according to the criteria in Objective 2.110-B.

**ANALYSIS:** *The Proposed Request is consistent with the "general characteristics" of NACs set out in the Comprehensive Plan.*

c. When the expansion of an existing Activity Center increases one or more of the "general characteristics" of the Center to those of the higher-level Activity Center classification, the expansion action may include reclassifying the Center to the next classification or consistent with Policy 2.110-J1.g.

**ANALYSIS:** *See Analysis above.*

d. An existing Activity Center may be expanded, or reclassified, when it is demonstrated that there are adequate facilities to support the proposed expansion or reclassification, or adequate facilities will be provided by the time the new Center is developed.

e. Expansion/reclassification review criteria shall include, but are not limited to, the locational criteria enumerated in Policy 2.102-A9 and Policy 2.102-A10.

**ANALYSIS:** *See Impact Assessment Statement.*

g. Existing Activity Centers requested to be expanded beyond the usable acreage listed in the "general characteristics" of the Center shall be in accordance with the following, in addition to other applicable policies of this Plan.

   1. be expanded to the contiguous properties only;
   2. submittal of Activity Center Plan (ACP) shall be required pursuant to the relevant policies under Objective 2.110 and the following:
      i. a Master Drainage Plan for the undeveloped properties as well as how the existing development properties may benefit from a Master Drainage Plan;
      ii. provisions for required shared parking; and
      iii. shared access.

3. the incorporation of the ACP into the Land Development Code with reference in the Comprehensive Plan shall be required; and

4. demonstration that a collaborative process occurred between the applicant, County staff and adjacent property owners to identify potential buffer areas and areas most suitable for development.

**ANALYSIS:** *The Proposed Request will not be expanded beyond the usable acreage listed in the "general characteristics" of the Comprehensive Plan for NACs.*

POLK COUNTY
www.polk-county.net

# LEVEL 4
# LAND DEVELOPMENT CODE
# COMPREHENSIVE PLAN
# AMENDMENT APPLICATION

**Office of Planning and Development**
**Land Development Division**
330 W. Church St.
P.O. Box 9005, Drawer GM03
Bartow, FL 33831-9005
Phone (863)534-6792
FAX (863) 534-6407

## TYPE OF AMENDMENT

**Land Development Code** ( ) **Text** ( ) **Sub-district**

**Comprehensive Plan** ( ) **Text** ( ) **Large Scale Map** (✓) **Small Scale Map**

**Is property in a Selected Area Plan (SAP)** ( ) **Yes** (✓) **No**

**SAP Name** _____

**Pre Application Project #** _____ **(Required)**

| | Owner | Applicant | Contact Person |
|---|---|---|---|
| **Name** | See Ownership List attached. | Peterson & Myers, P.A. | John B. (Bart) Allen |
| **Work Number** | | (863) 683-6511 | (863) 683-6511 |
| **Fax Number** | | (863) 682-8031 | (863) 682-8031 |
| **Mailing Address** | | PO Box 24628<br>Lakeland, FL 33802-4628 | PO Box 24628<br>Lakeland, FL 33802-4628 |
| **Email** | | ballen@petersonmyers.com | ballen@petersonmyers.com |

*If additional contacts, please list on a separate sheet and submit with application.*

**Brief Description Request** *(No more than 250 characters)*:

The applicant is requesting a Small-Scale Future Land Use change from RS to NAC on approximately 1.13 acres of land located on Kathleen Road. In addition, we request that the development area for the site be changed from SDA to UGA.

**Request** **From:** SDA/RS Land Use/Sub-District

**To:** UGA/NAC Land Use/Sub-District

**Acreage:** +/-1.13

| | Range - Township - Section | Subdivision # | - | Parcel # |
|---|---|---|---|---|
| **Parcel ID Number(s):** | R 23 T 27 S 17 | 000000 | - | 021210 . |
| | *(Include others on a separate attachment)* | | | |
| | R 23 T 27 S 17 | 000000 | - | 021090 . |
| | R T S | | - | . |
| | R T S | | - | . |

**Address and Location of Property:**

Addresses:

1. 7210 KATHLEEN RD, LAKELAND FL 33810-2639

2.7206 KATHLEEN RD, LAKELAND FL 33810-2639

Location: The intersection of Kathleen Road and Duff Road, just south of the existing 7-11.

Water Provider Name and Phone Number: Polk County Utilities .

Sewer Provider Name and Phone Number: Polk County Utilities .

( ) Yes (✔) No Is the property located in the Green Swamp Area of Critical State Concern? *(If yes, a Green Swamp Impact Assessment Statement must be submitted with this application.)*

Identify existing uses and structures on subject and surrounding properties (e.g. vacant, residential # du/ac, commercial approx. square feet, etc.):

| | | |
|---|---|---|
| County FLU:<br>NAC<br>**NW** | County FLU:<br>NAC<br>**N** | County FLU:<br>NAC<br>**NE** |
| County FLU:<br>RS<br>**W** | County FLU:<br>RS<br>**Subject Property** | County FLU:<br>RS and RL-1<br>**E** |
| County FLU:<br>RS<br>**SW** | County FLU:<br>RS<br>**S** | County FLU:<br>RS and RL-1<br>**SE** |

***Approval of this application does not waive any other applicable provisions of the Polk County Land Development Code, the Polk County Comprehensive Plan, the Polk County Utility Code which are not part of the request for this application, nor does approval waive any applicable Florida Statutes, Florida Building Code, Florida Fire Prevention Code, or any other applicable laws, rules, or ordinances, whether federal, state or local. The applicant has the obligation and responsibility to be informed of and be in compliance with all applicable laws, rules, codes and ordinances.***

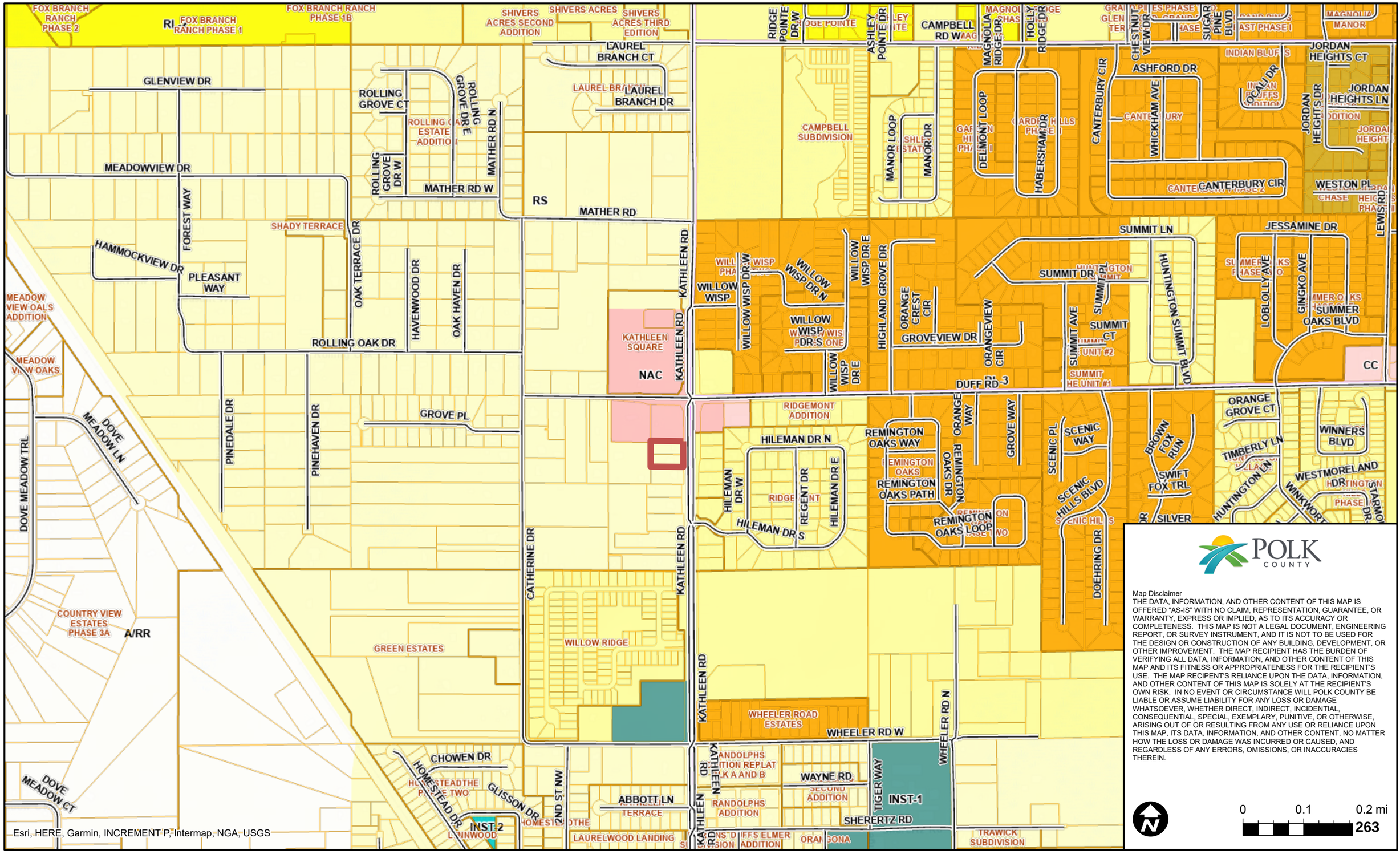
I, John B. ("Bart") Allen (print name), the owner of the property which is the subject of this application, or the authorized representative of owner of the property which is the subject of this application, hereby authorize representatives of Polk County to enter onto the property which is the subject of this application to perform any inspections or site visits necessary for reviewing this application. I understand that representatives of Polk County are not authorized to enter any structures dwellings which may be on the property.

Property owner or property owner's authorized representative.

10/02/2025
Date:

October 1, 2025

# Future Land Use Map




Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

POLK COUNTY

Map Disclaimer

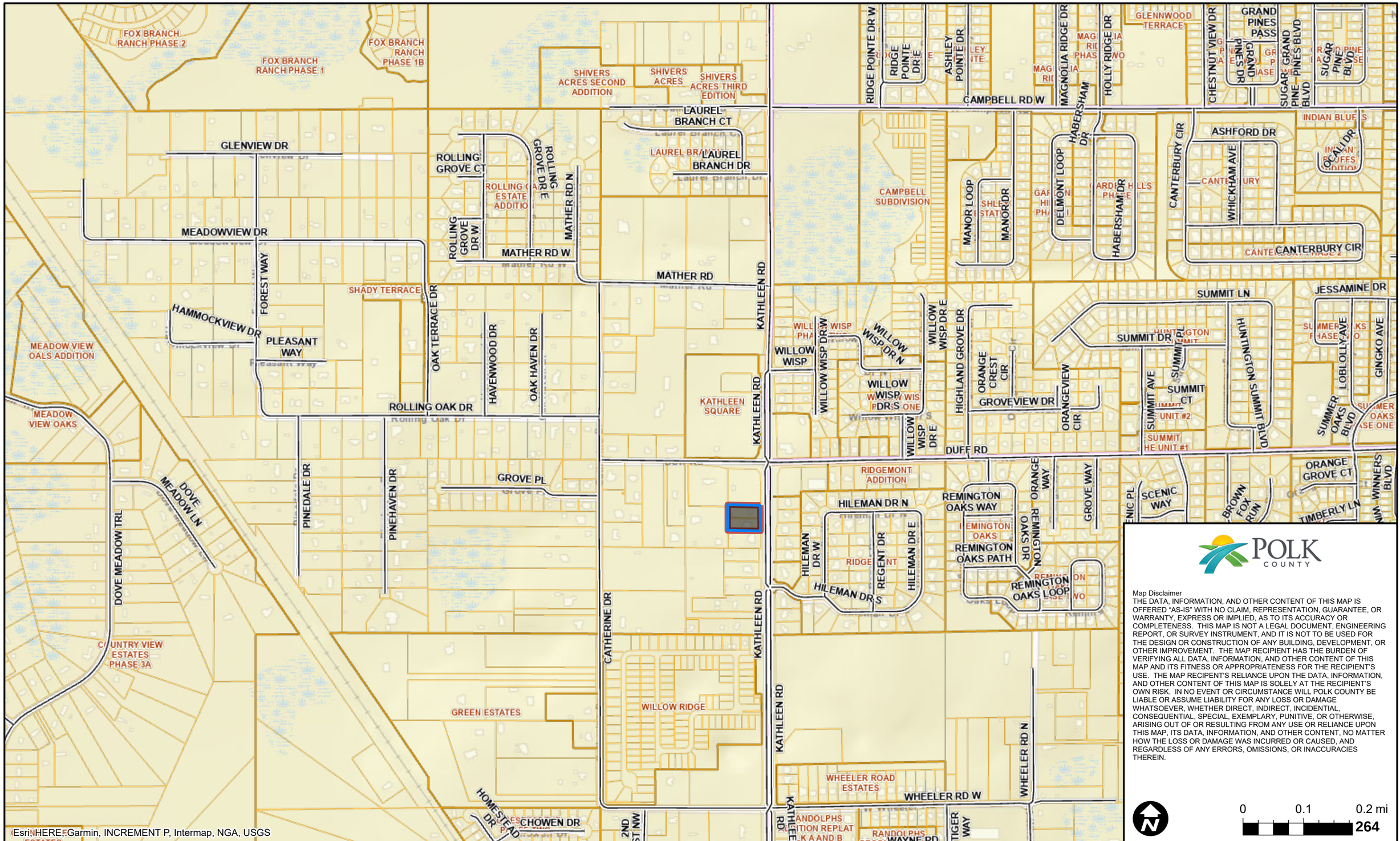
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263

October 1, 2025

# Location Map w/ Roads




POLK COUNTY

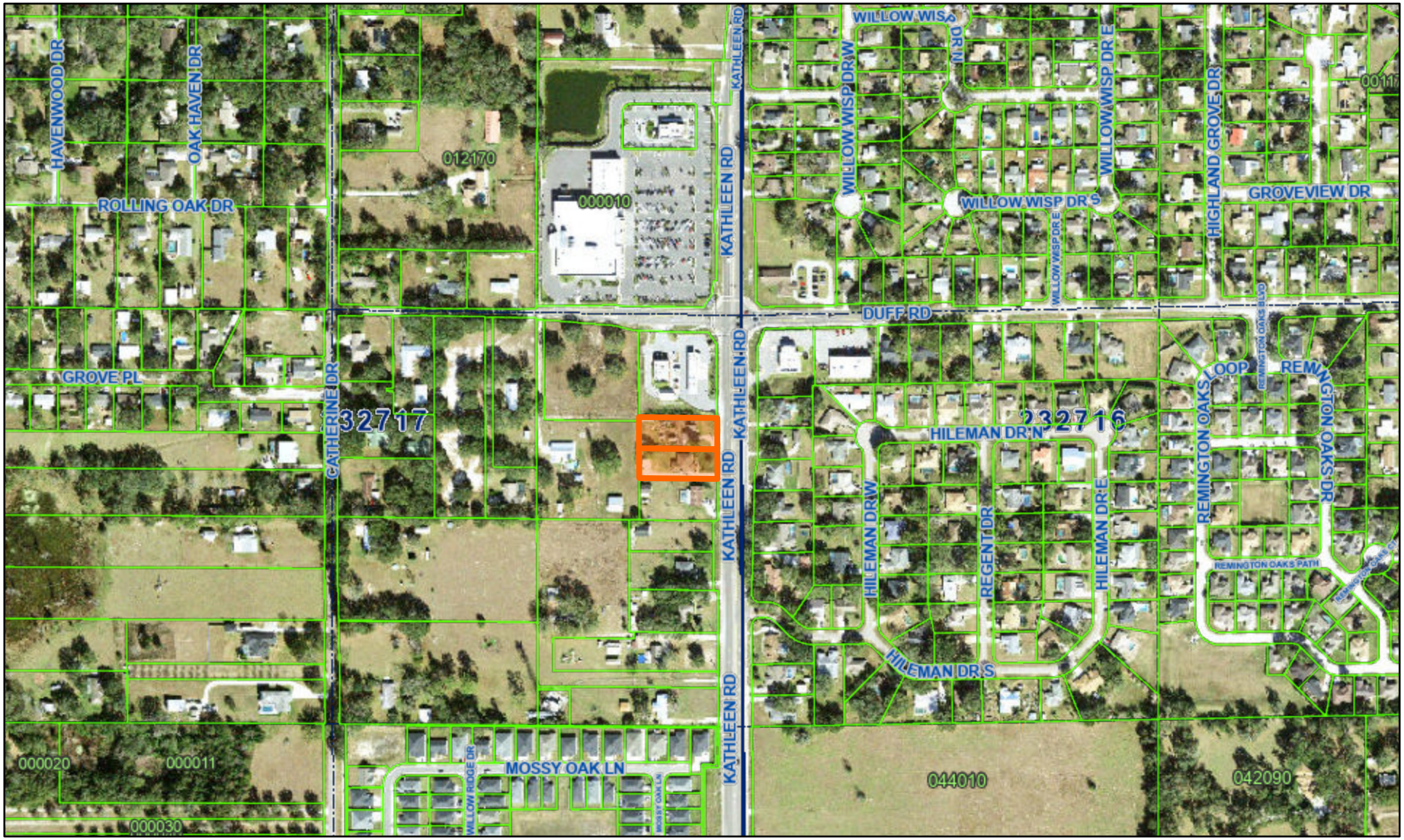
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264

# Location Map




Parcels
PLSS Townships
PLSS Sections
PLSS Boundaries

HALFFOOT2023
RGB
Red: Band_1
Green: Band_2
Blue: Band_3

0 240 480 960 Feet

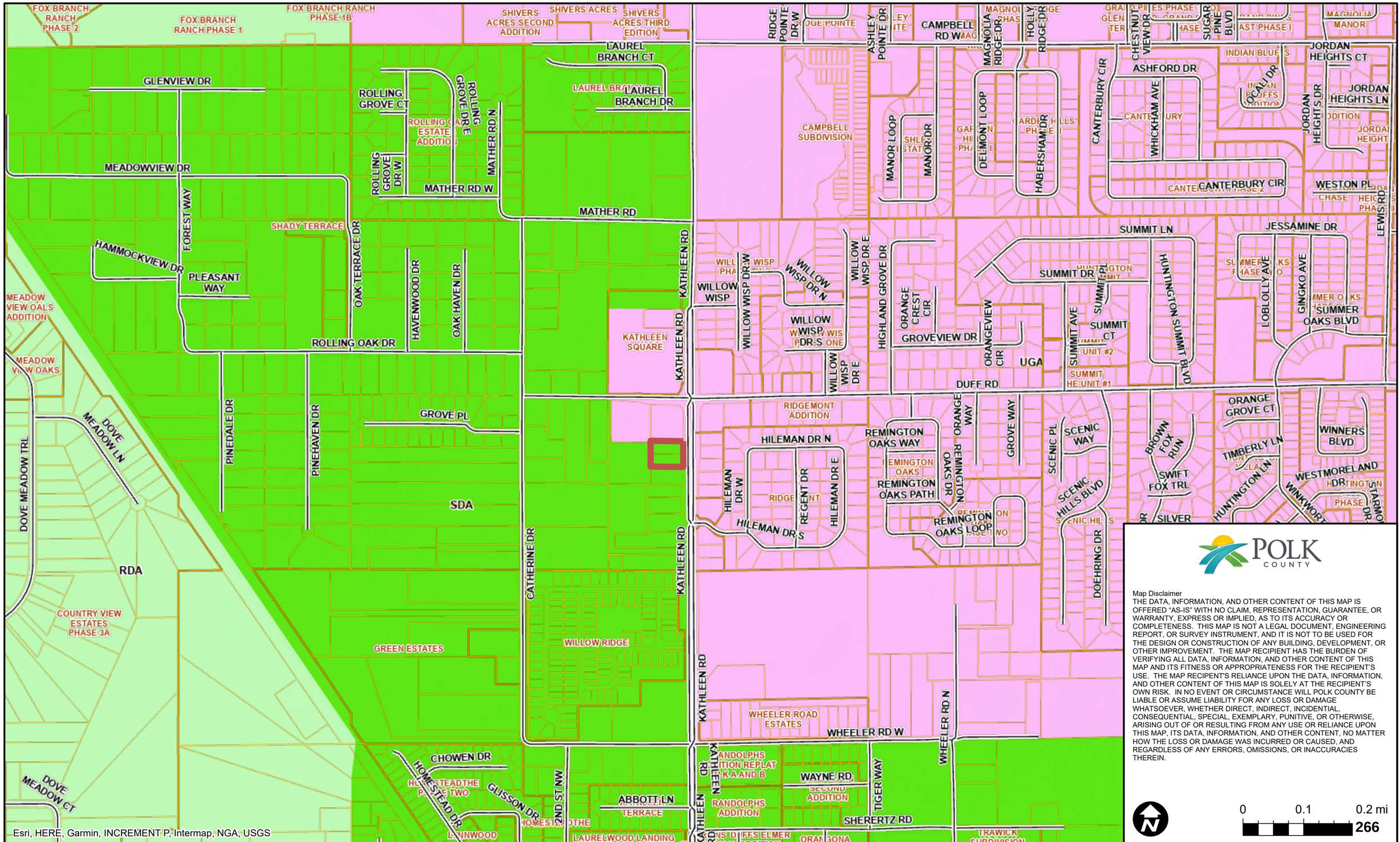
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Polk County Property Appraiser
Polk County, Florida
October 1, 2025

N W E S

October 1, 2025

# Development Area Map




POLK COUNTY

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0 0.1 0.2 mi

266

# *ACCESS MANAGEMENT ANALYSIS*

# *KATHLEEN ROAD DEVELOPMENT*

*Prepared For*

## *WAGNER PROPERTY GROUP*

*Prepared By*

LINCKS & ASSOCIATES
A TMC Company

# ACCESS MANAGEMENT ANALYSIS

# KATHLEEN ROAD DEVELOPMENT

Prepared For

WAGNER PROPERTY GROUP

Prepared By

LINCKS & ASSOCIATES, LLC
A TMC Company
5023 West Laurel Street
Tampa, Florida 33607
813-289-0039
State of Florida Authorization No. EB0004638

November, 2025

Project No. 25104 (25934.02.04)

This item has been electronically signed and sealed by Steve Henry, P.E. on the time and date stamp using the digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

TABLE OF CONTENTS

Page

Introduction ..... 1
Estimated Project Average Daily Traffic ..... 1
Project Peak Hour Traffic ..... 4
Project Trip Distribution ..... 4
Adjacent Roadways ..... 7
Peak Season Traffic ..... 7
Intersection Analysis ..... 11
Access Recommendations ..... 18
Conclusion ..... 20
Appendix

LIST OF TABLES

1 Estimated Daily Project Trip Ends ..... 3
2 Estimated AM Peak Hour Project Trip Ends ..... 5
3 Estimated PM Peak Hour Project Trip Ends ..... 6
4 Estimated Peak Hour Project Traffic Distribution ..... 8
5 Estimated Intersection Analysis (Signalized) ..... 16
6 Estimated Intersection Analysis (Unsignalized) ..... 17
7 Access Recommendations ..... 19

LIST OF FIGURES

1 Project Location ..... 2
2 AM Peak Hour Project Traffic ..... 9
3 PM Peak Hour Project Traffic ..... 10
4 Existing Traffic ..... 12
5 Peak Season Traffic ..... 13
6 AM Peak Hour Peak Season Plus Project Traffic ..... 14
7 PM Peak Hour Peak Season Plus Project Traffic ..... 15

## INTRODUCTION

The purpose of this report is to provide an Access Management Analysis in conjunction with the development of the proposed property located west of Kathleen Road and south of Duff Road in Polk County, Florida, as shown in Figure 1.

The property is proposed to be developed for an approximately 3,700 square foot Fast Food Restaurant with Drive Thru.

The access to serve the project is proposed to be via one (1) full access to Kathleen Road.

The site plan for the project is included in the Appendix of this report.

## ESTIMATED PROJECT AVERAGE DAILY TRAFFIC

The trip rates utilized in this report were obtained from the latest computerized version of "OTISS" which utilizes the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 12th Edition, 2025, as its database. Based on these trip rates, it is estimated that the proposed project would attract approximately 1,658 daily trip ends, as shown in Table 1.

Studies contained in the ITE Trip Generation Manual, 11th Edition, indicate that 50% of the restaurant trips are already present on the adjacent roadway system - passerby capture. The passerby trip ends should not exceed 10 percent of the daily traffic on the adjacent roadways. Therefore, the new daily trip ends attracted to the proposed project would be 829 trip ends, as shown in Table 1.

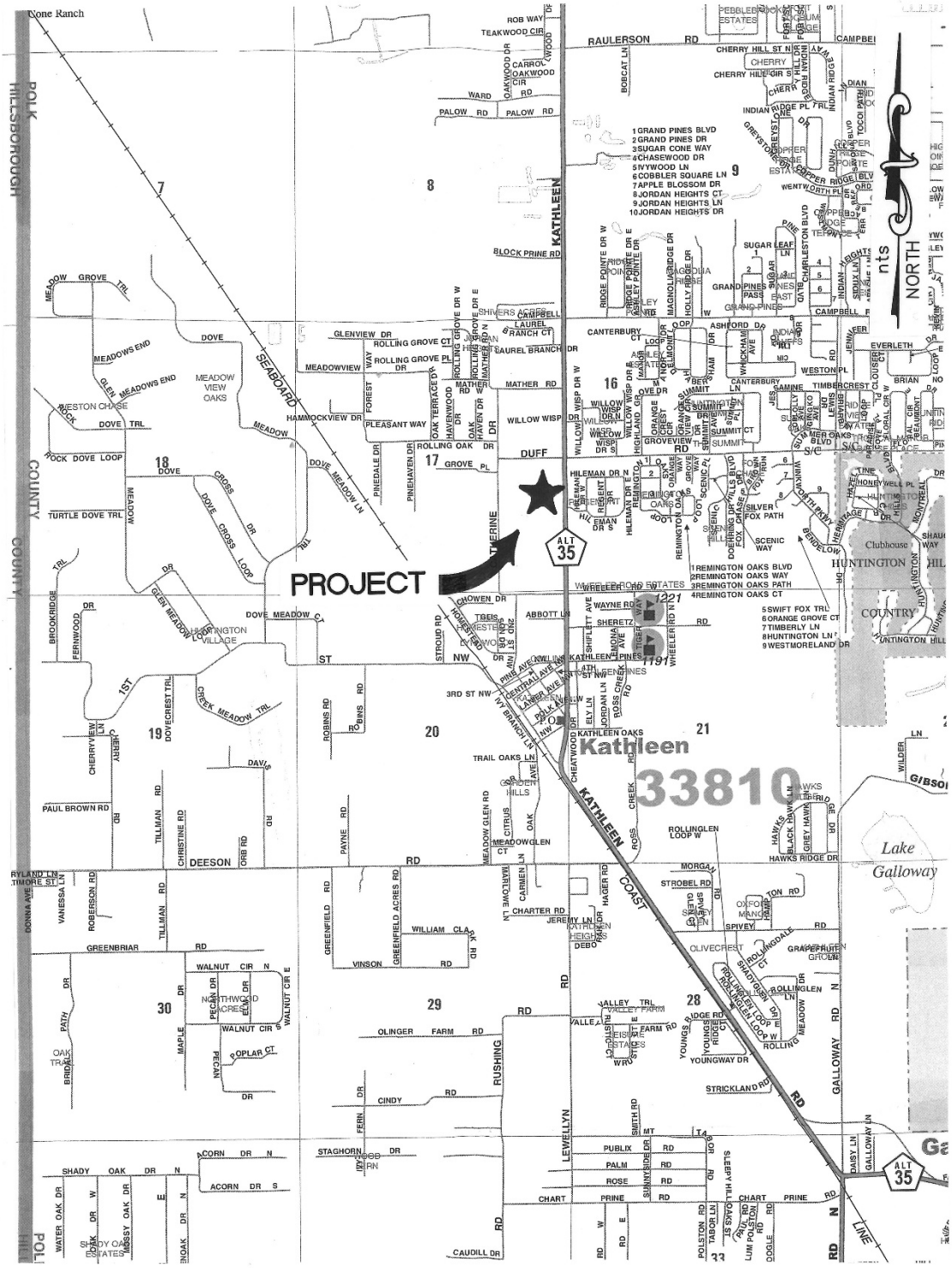



**FIGURE 1**
**PROJECT LOCATION**

TABLE 1

ESTIMATED DAILY PROJECT TRIP ENDS

| Land Use | ITE LUC | Size | Daily Trip Ends (1) | Passerby Trip Ends (2) | New Daily Trip Ends |
|---|---|---|---|---|---|
| Fast Food Restaurant w/ Drive Thru | 934 | 3,700 SF | 1,658 | 829 | 829 |

(1) Source: ITE Trip Generation Manual, 12th Edition, 2025.

(2) Source: ITE Trip Generation Manual, 11th Edition, 2021.

- Passerby Trips: 50%
  1,658 x 0.50 = 829
- The passerby capture should not exceed 10% of the adjacent street traffic.
  20,978 (a) x 0.10 = 2,098 > 829
  (a) PM peak hour peak season traffic on Kathleen Rd and Duff Rd and K = 0.09.

## PROJECT PEAK HOUR TRAFFIC

Again, based on the data contained in the ITE Trip Generation Manual, 12th Edition, the proposed project would attract approximately 123 trip ends during the AM peak hour with 63 inbound and 60 outbound, as shown in Table 2. During the PM peak hour, the proposed project would attract approximately 117 trip ends with 61 inbound and 56 outbound, as shown in Table 3.

As stated previously, studies contained in the ITE Trip Generation Manual, 11th Edition, indicate that a percentage of the restaurant trip ends already exist on the adjacent roadways – passerby capture. To account for this passerby capture, it was estimated that 50% of the AM and 55% of the PM peak hour project's trips are already present on the adjacent roadway system. The passerby trip ends should not exceed 10 percent of the peak hour traffic on the adjacent roadways. Therefore, the new AM peak hour trip ends attracted to the proposed project would be 61 trip ends with 31 inbound and 70 outbound, as shown in Table 2. The new PM peak hour trip ends attracted to the proposed project would be 52 trip ends with 27 inbound and 25 outbound, as shown in Table 3.

## PROJECT TRIP DISTRIBUTION

The following distribution for the project traffic was estimated based on existing development and travel patterns in the vicinity of the project:

- 20% to and from the north (via Kathleen Road)

TABLE 2

ESTIMATED AM PEAK HOUR PROJECT TRIP ENDS

| Land Use | ITE LUC | Size | AM Peak Hour Trip Ends (1) | | | Passerby Capture (2) | | | New AM Peak Hour Trip Ends | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | In | Out | Total | In | Out | Total | In | Out | Total |
| Fast Food Restaurant w/ Drive Thru | 934 | 3,700 SF | 63 | 60 | 123 | 32 | 30 | 62 | 31 | 30 | 61 |

(1) Source: ITE Trip Generation Manual, 12th Edition, 2025.

(2) Source: ITE Trip Generation Manual, 11th Edition, 2021.

- Passerby Trips: 50%
  In: 63 x 0.50 = 32
  Out: 60 x 0.50 = 30
- The passerby capture should not exceed 10% of the adjacent street traffic.
  1,626 (a) x 0.10 = 163 > 62
  (a) AM peak hour peak season traffic on Kathleen Rd south of Duff Rd.

TABLE 3

ESTIMATED PM PEAK HOUR PROJECT TRIP ENDS

| Land Use | ITE LUC | Size | PM Peak Hour Trip Ends (1) | | | Passerby Capture (2) | | | New PM Peak Hour Trip Ends | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | In | Out | Total | In | Out | Total | In | Out | Total |
| Fast Food Restaurant w/ Drive Thru | 934 | 3,700 SF | 61 | 56 | 117 | 34 | 31 | 65 | 27 | 25 | 52 |

(1) Source: ITE Trip Generation Manual, 12th Edition, 2025.

(2) Source: ITE Trip Generation Manual, 11th Edition, 2021.

- Passerby Trips: 55%
  - In: 61 x 0.55 = 34
  - Out: 56 x 0.55 = 31
- The passerby capture should not exceed 10% of the adjacent street traffic.
  - 1,888 (a) x 0.10 = 189 > 65
  - (a) PM peak hour peak season traffic on Kathleen Rd south of Duff Rd.

- 30% to and from the south (via Kathleen Road)
- 40% to and from the east (via Duff Road)
- 10% to and from the west (via Duff Road)

Table 4 shows the distribution of the new AM and PM peak hour project trip ends. Figure 2 illustrates the AM peak hour project trip ends and Figure 3 illustrates the PM peak hour project trip ends on the adjacent roadways.

## ADJACENT ROADWAYS

As stated previously, the project is located west of Kathleen Road and south of Duff Road in Polk County, Florida. Kathleen Road is a five (5) lane roadway in the vicinity of the project. According to the Polk County Capital Improvement Plan (CIP), there are no capacity adding improvements budgeted for construction in the vicinity of the project.

## PEAK SEASON TRAFFIC

The peak season traffic utilized in this report was calculated as follows:

1. AM (7:00 to 9:00) and PM (4:00 to 6:00) peak hour turning movement counts were conducted at the following intersections:

    - Kathleen Road and Duff Road
    - Kathleen Road and 7-Eleven Access

TABLE 4

ESTIMATED PEAK HOUR PROJECT TRAFFIC DISTRIBUTION

| Time | North (20%) | | South (30%) | | East (40%) | | West (10%) | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|
| Period | In | Out | In | Out | In | Out | In | Out | In | Out |
| AM | 6 | 6 | 9 | 9 | 13 | 12 | 3 | 3 | 31 | 30 |
| PM | 5 | 5 | 8 | 8 | 11 | 10 | 3 | 2 | 27 | 25 |

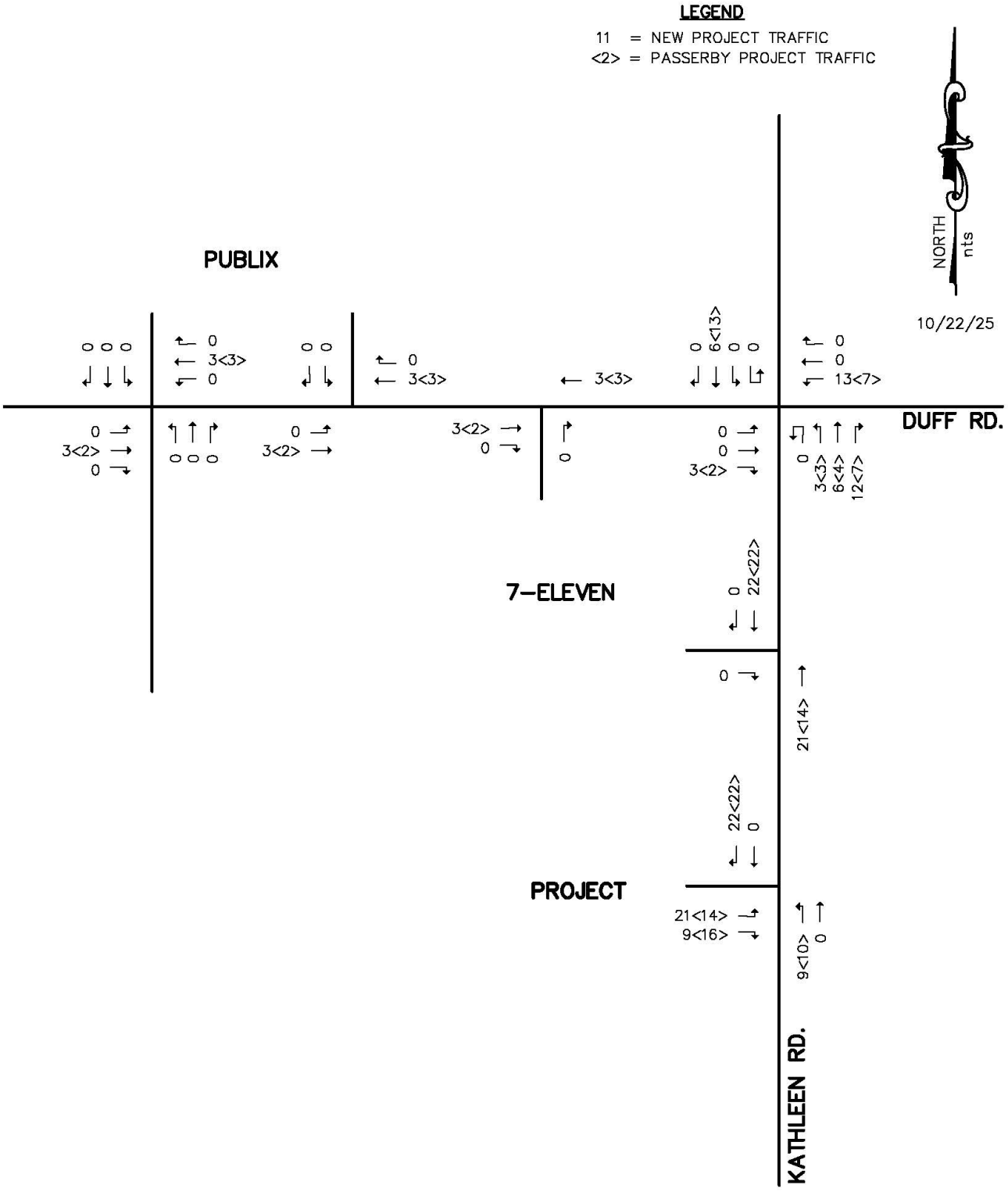



**FIGURE 2**
**AM PEAK HOUR**
**PROJECT TRAFFIC**

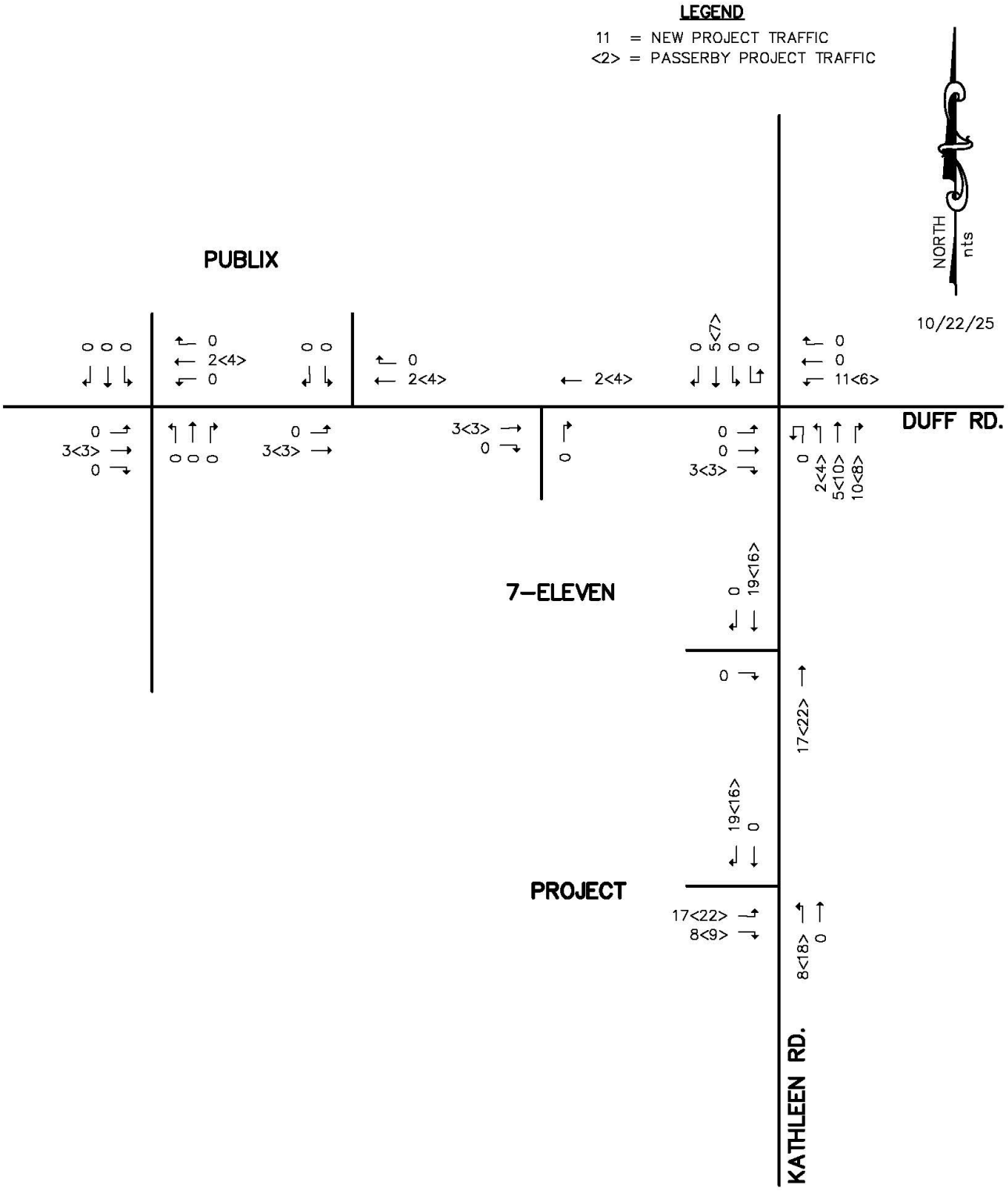



**FIGURE 3**
**PM PEAK HOUR**
**PROJECT TRAFFIC**

- Duff Road and 7-Eleven Access
- Duff Road and Publix Shopping Center Access

Figure 4 illustrates the existing traffic.

2. The counts were adjusted to peak season based on the FDOT Peak Season Adjustment Factors for Polk County.

Figure 5 illustrates the peak season traffic. Figures 6 and 7 illustrate the peak season plus project traffic for the AM and PM peak hours, respectively.

## INTERSECTION ANALYSIS

A capacity analysis was conducted for the AM and PM peak hours at the following intersections:

- Kathleen Road and Duff Road
- Kathleen Road and Project Access

The signalized intersection analysis was based on the Synchro software and the unsignalized intersection analysis was based on the Highway Capacity Software (HCS). Tables 5 and 6 summarize the results of the analysis and the results are described in the following paragraphs:

Kathleen Road and Duff Road

This intersection is currently signalized. Signalized intersection analysis indicates that all movements within the intersection should operate within the adopted delay and V/C

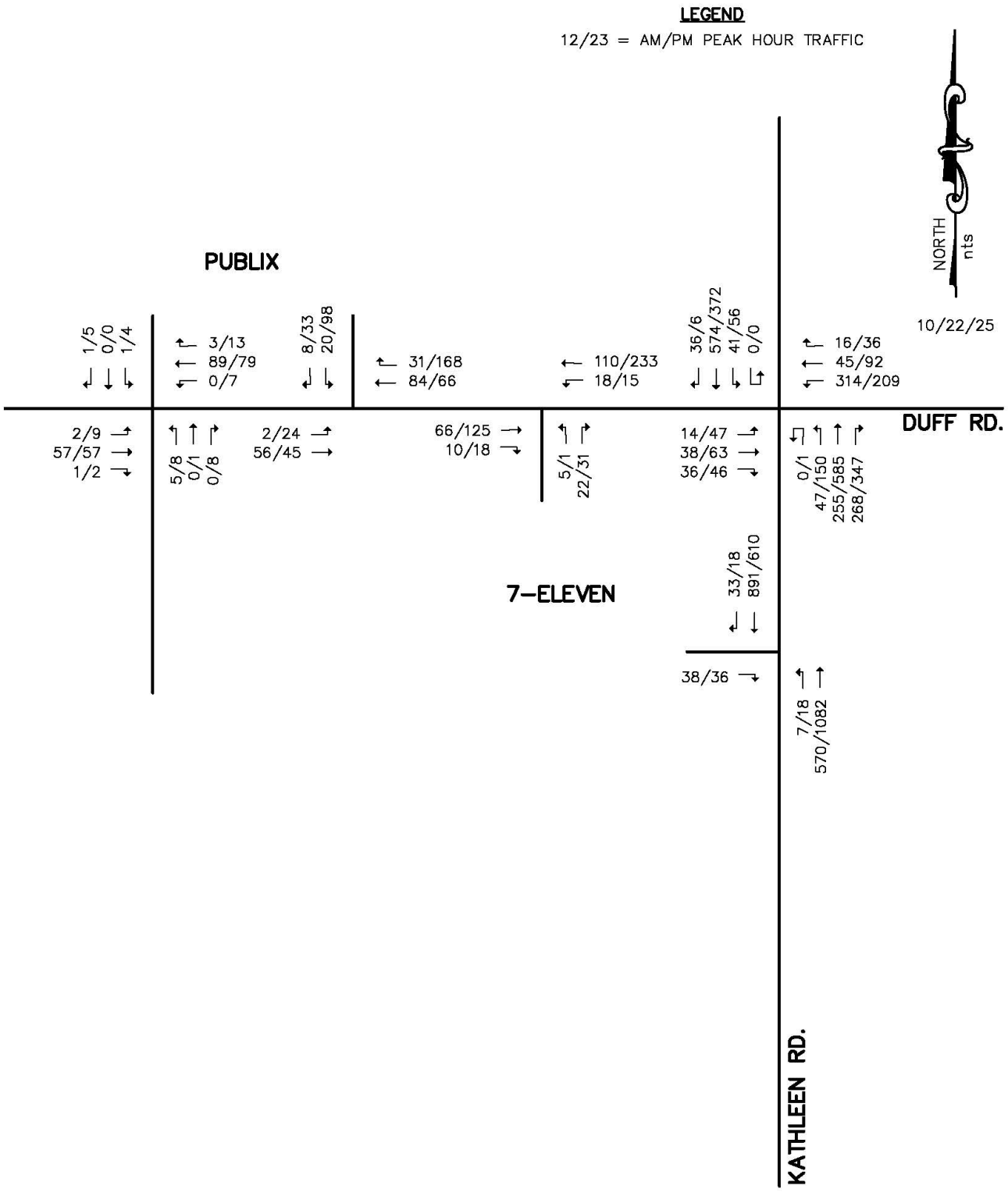



**FIGURE 4**
**EXISTING TRAFFIC**

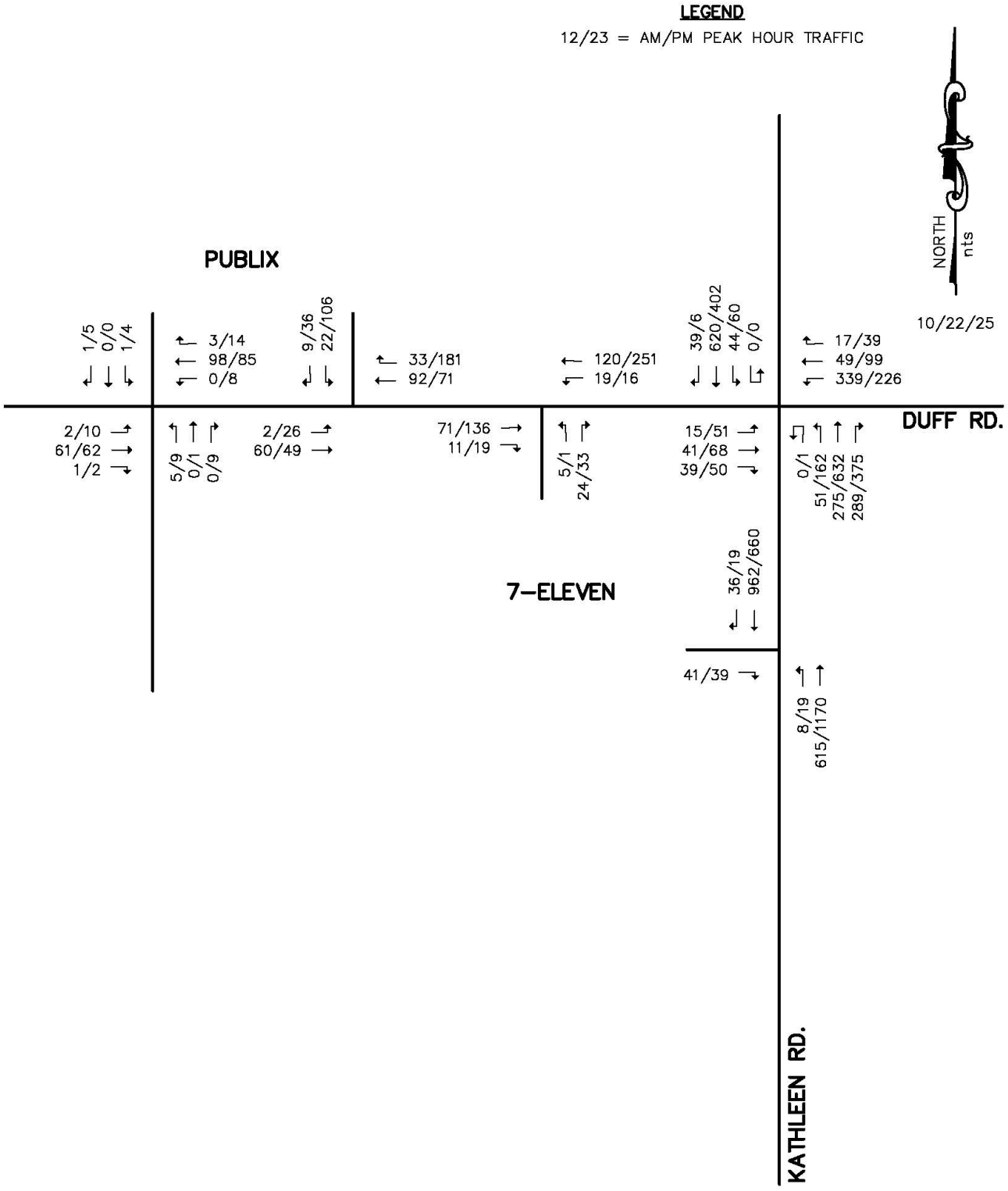



**FIGURE 5**
**PEAK SEASON TRAFFIC**

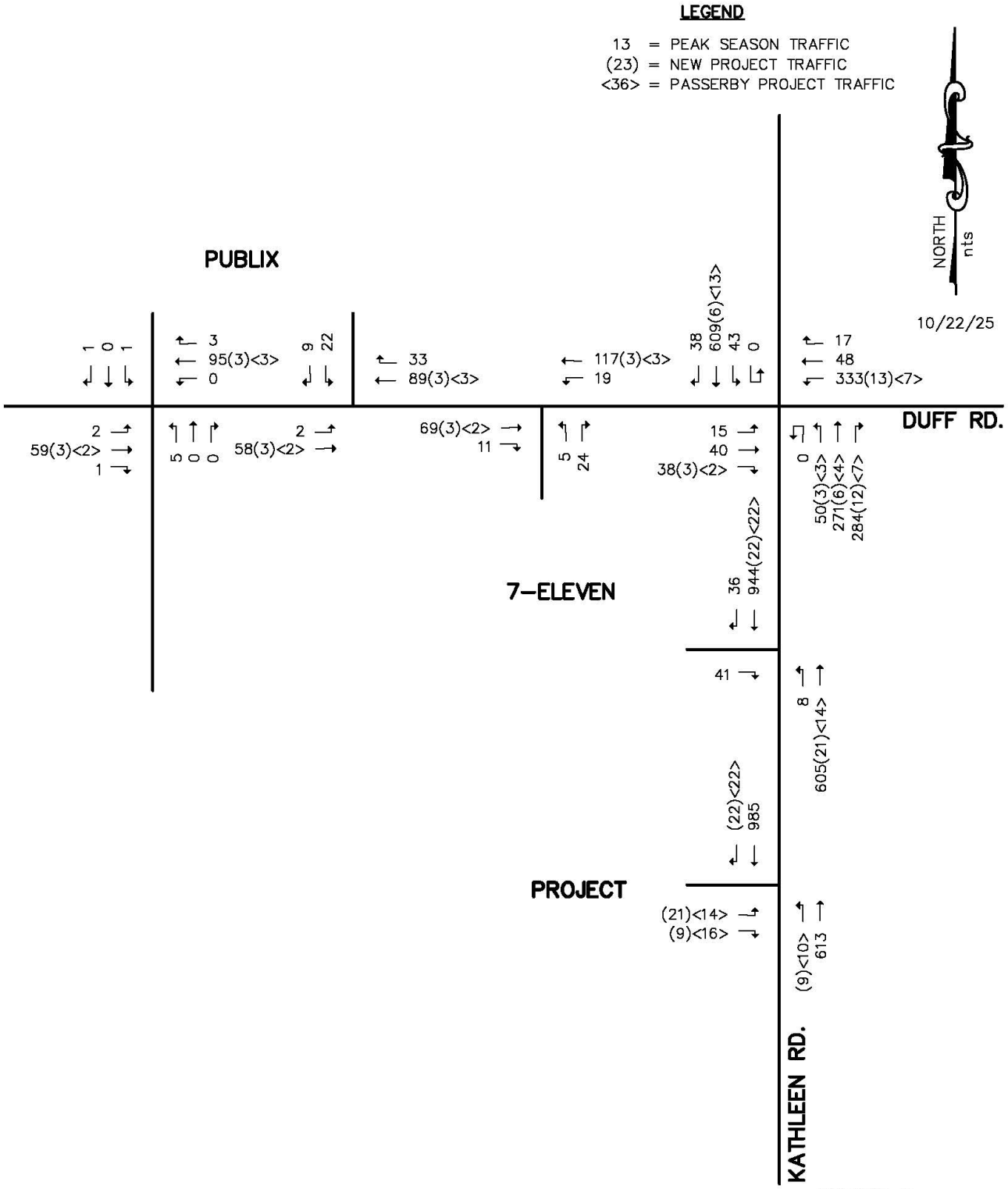



**FIGURE 6**
**AM PEAK HOUR**
**PEAK SEASON PLUS**
**PROJECT TRAFFIC**

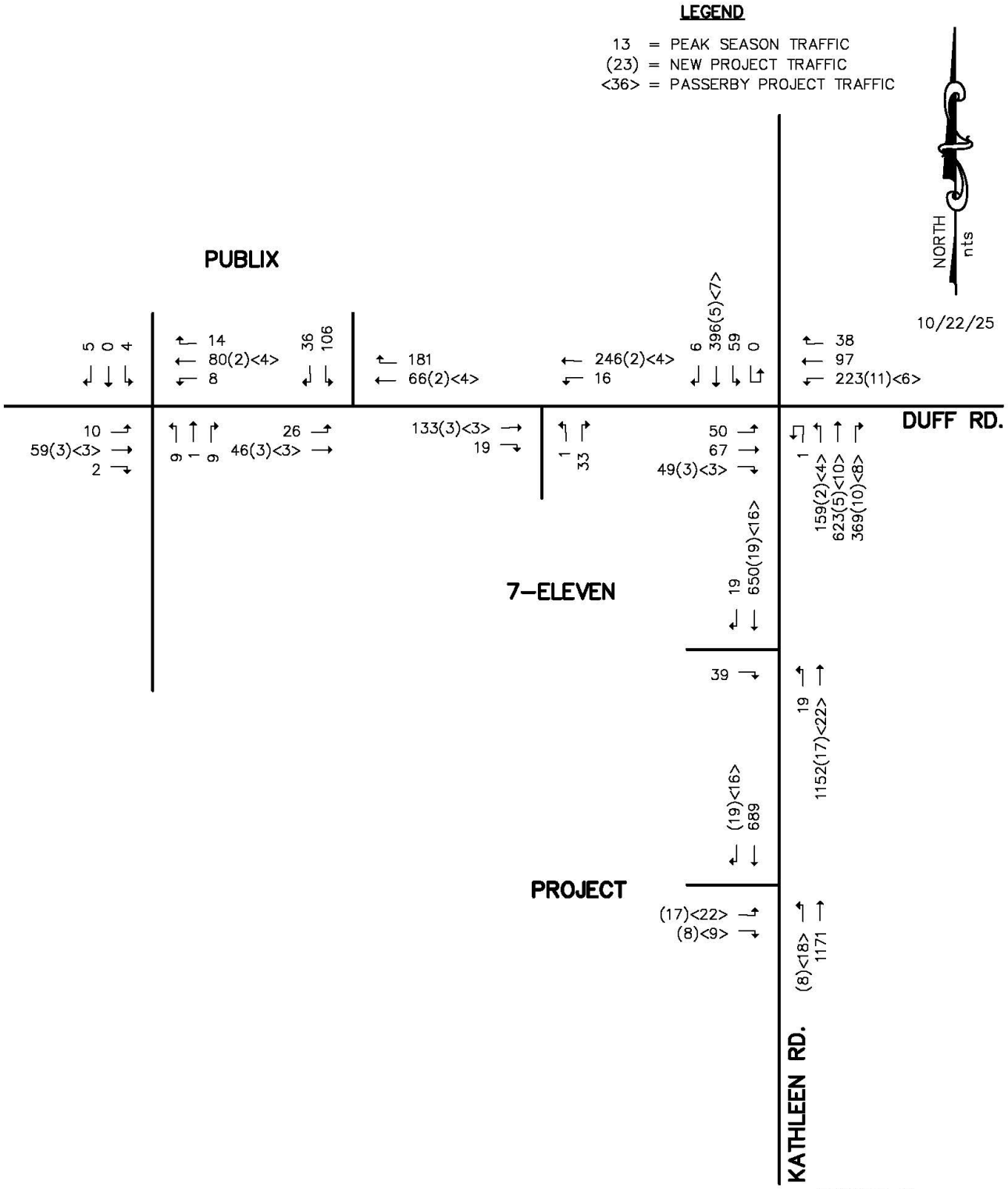



**FIGURE 7**
**PM PEAK HOUR**
**PEAK SEASON PLUS**
**PROJECT TRAFFIC**

TABLE 5

ESTIMATED INTERSECTION ANALYSIS
(SIGNALIZED)

| | | AM Peak Hour Peak Season Plus Project Traffic | | | | | | PM Peak Hour Peak Season Plus Project Traffic | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Left | | Right | | Through | | Left | | Right | | Through | |
| Intersection | Movement | Delay | V/C | Delay | V/C | Delay | V/C | Delay | V/C | Delay | V/C | Delay | V/C |
| Kathleen Rd and Duff Rd | EB | 23.2 | 0.06 | 27.7 | 0.31 | 27.7 | 0.31 | 25.9 | 0.16 | 36.7 | 0.45 | 36.7 | 0.45 |
| | WB | 54.9 | 0.79 | 26.5 | 0.15 | 26.5 | 0.15 | 52.5 | 0.63 | 35.9 | 0.35 | 35.9 | 0.35 |
| | NB | 14.1 | 0.19 | 21.4 | 0.22 | 4.1 | 0.41 | 14.8 | 0.34 | 24.0 | 0.44 | 4.0 | 0.44 |
| | SB | 13.1 | 0.09 | 25.6 | 0.54 | 25.6 | 0.54 | 13.7 | 0.16 | 25.7 | 0.33 | 25.7 | 0.33 |

TABLE 6

ESTIMATED INTERSECTION ANALYSIS
(UNSIGNALIZED)

| Intersection | Movement | AM Peak Hour Peak Season Plus Project Traffic | | | | | | PM Peak Hour Peak Season Plus Project Traffic | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Left | | Through | | Right | | Left | | Through | | Right | |
| | | Delay | V/C | Delay | V/C | Delay | V/C | Delay | V/C | Delay | V/C | Delay | V/C |
| Kathleen Rd and | EB | 40.2 | 0.39 | - | - | 40.2 | 0.39 | 43.7 | 0.40 | - | - | 43.7 | 0.40 |
| Project Access | NB | 11.1 | 0.03 | * | * | - | - | 9.5 | 0.03 | * | * | - | - |

* Free flow therefore, V/C or delay not calculated.

criteria, as shown in Table 5.

Kathleen Road and Project Access

This driveway is proposed to have full access to Kathleen Road. Based on the unsignalized intersection analysis, all movements within the intersection should operate within the adopted delay and V/C ratio criteria during the AM and PM peak hours with the peak season plus project traffic, as shown in Table 6.

## ACCESS RECOMMENDATIONS

The recommendations included in this report are based on a field review of the site, the proposed site plan and the Access Management Analysis. The methodology utilized to determine the need for turn lanes was based on Section 901.3 of the Polk County Land Development Code. The access recommendations are summarized in Table 7 and described in the following paragraph:

Kathleen Road and Project Access

This driveway is proposed to have full access to Kathleen Road. According to the Polk County LDC, a Type VI access would be required for the project which would require a southbound right turn lane and a northbound left turn lane. Due to utilizing conflicts, a 49 foot southbound right turn lane is proposed. Kathleen Road is a five (5) lane roadway in the vicinity of the project with a two-way left turn lane along the project frontage. Therefore, no modification to the two-way left turn lane is required.

TABLE 7

ACCESS RECOMMENDATIONS

| Intersection | Movement | Volume (1) | Driveway Type | Recommended Length |
|---|---|---|---|---|
| Kathleen Rd and | NBL | 19/26 | VI | (3) |
| Project Access | SBR | 44/35 | VI | (4) |

(1) See Figures 6 and 7, Peak Season plus Project Traffic, of this report.
(2) Based on Polk County LDC.
(3) Not recommended due to 7-Eleven Access
(4) existing two-way left turn lane.

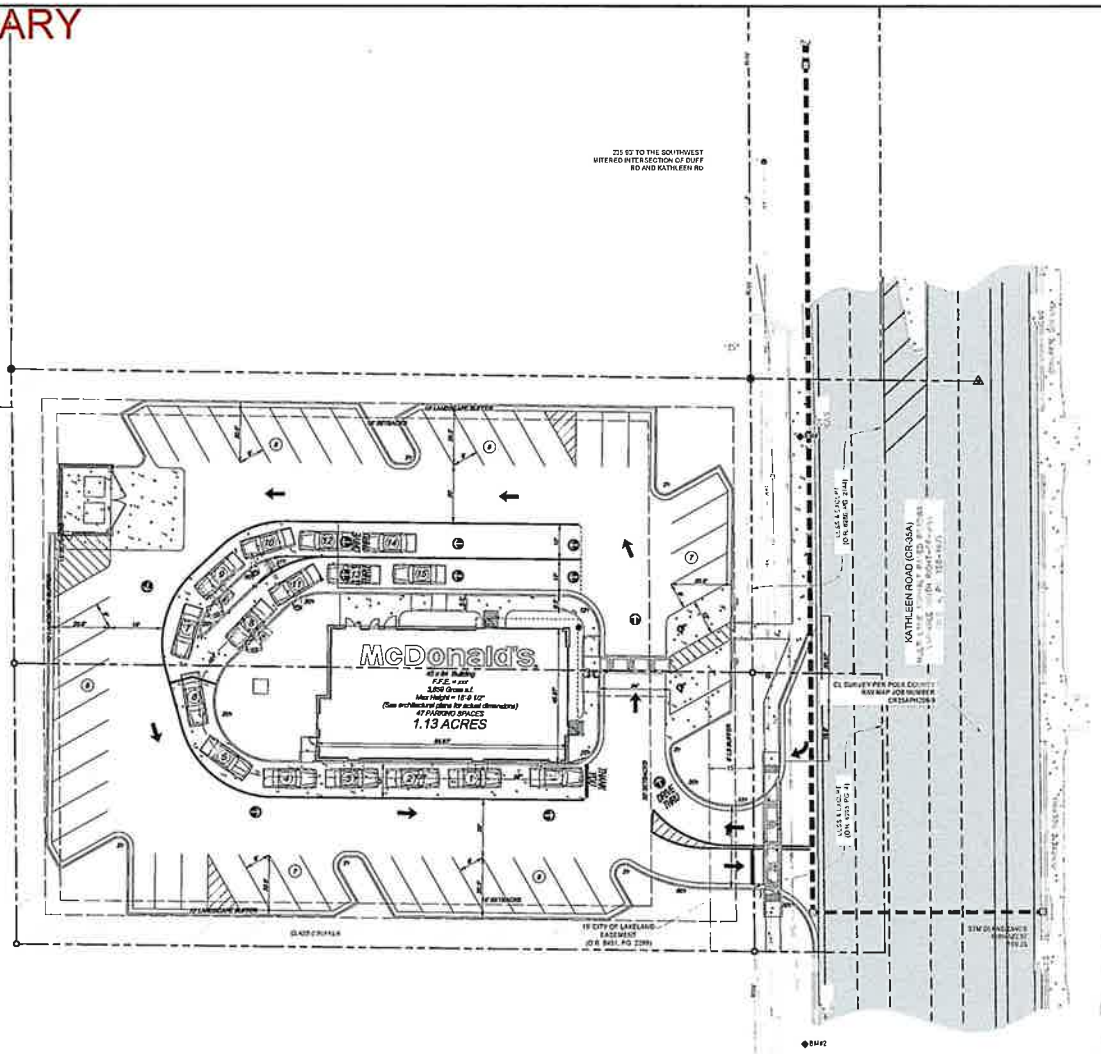
## CONCLUSION

Based on the analysis, the project access and adjacent intersection should operate at an acceptable Level of Service. In addition, proposed geometry at the project access meets the intent of the LDC.

APPENDIX

SITE PLAN

PRELIMINARY




## SITE DESIGN CRITERIA

| CRITERIA | REQUIRED | PROPOSED |
|---|---|---|
| Site Address | 7206-08-10 Kathleen Rd | |
| Acreage | 1.13 acres | |
| Building Type | 45 x 84 | |
| Brick or Block building | Block | |
| Zoning | RS (Existing) CC (Proposed) | |
| Front Landscape Strip Width | See Table | 6'-0" |
| Side Landscape Strip Width | See Table | 10' |
| Rear landscape strip width | See Table | 10'-0" |
| Landscaping Required Between Building and Parking? | No | N/A |
| Landscape Island Spacing | $\frac{1}{10}$ spaces | $\frac{1}{10}$ spaces |
| Landscape Island Size | N/A | N/A |
| Front Building Setback | 35'-0" | 68.61' |
| Side Building Setback | 15'-0" | 66.05' |
| Rear Building Setback | 15'-0" | 96.24' |
| Does Building Require Anything Special like Port Cachet? | No | N/A |
| 90 Degree Parking Space Size | 9 x 18.5 | 9 x 20.5 |
| 60 Degree Parking Space Size | 9 x 20.5 | 9 x 20.5 |
| One Way Drive Aisle Width for 90 Degree Parking Stall | 22'-0" | 24'-0" |
| One Way Drive Aisle Width for 60 Degree Parking Stall | 16'-0" | 18'-0" |
| Number of Parking Spaces | 43 spaces | 47 spaces |

PARKING CALCULATION: 4 SPACES PER ESTABLISHMENT + (1 SPACE PER 100 SF GFA)

## LANDSCAPE BUFFER REQUIREMENTS

| LOCATION | WITH FENCE | WITHOUT FENCE |
|---|---|---|
| South Buffer | 10' Type-C Buffer | 20' Type-C Buffer |
| West Buffer | 10' Type-C Buffer | 20' Type-C Buffer |
| North Buffer | 5' Type-C Buffer | 10' Type-C Buffer |
| East Buffer | N/A | 6' LS Strip |

N

20' 10' 0 20' 40' 60'

GRAPHIC SCALE
SCALE 1" = 20'

INTEGRITY ENGINEERING & DEVELOPMENT SERVICES, INC
1611 Brandon Parkway, Suite 201
Brandon, Florida 33511 (813) 546-5445

| NO | DATE | DESCRIPTION |
|---|---|---|
| 1 | 11.25.2025 | CONCEPT TECHNICIAN 2 |
| 2 | 12.07.2025 | REVISED CONCEPT TECHNICIAN 2 |

McDonald's USA, L.L.C.
110 North Carpenter Street, Chicago, IL 60607

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McDonald's
7206-08-10 Kathleen Road
Kathleen, FL 33810
Tax Parcel
#23-27-17-000000-021210,
23-27-17-000000-021290
Polk County
Zoned: RS (Existing), CC (Proposed)

LC STATE-SITE CODE: 9-2381

IEDS PROJECT NUMBER: MCD-25042

SHEET TITLE: CONCEPT PLAN

SHEET NUMBER: 1/1

ITE – TRIP GENERATION MANUAL, 11TH EDITION

## PERIOD SETTING

| | | | |
|---|---|---|---|
| **Analysis Name :** | New Analysis | | |
| **Project Name :** | McD - Kathleen | **No :** | |
| **Date:** | 10/4/2025 | **City:** | |
| **State/Province:** | | **Zip/Postal Code:** | |
| **Country:** | | **Client Name:** | |
| **Analyst's Name:** | | **Edition:** | Trip Generation Manual, 12th Ed |

| Land Use | Independent Variable | Size | Time Period | Method | Entry | Exit | Total |
|---|---|---|---|---|---|---|---|
| 934 - Fast-Food Restaurant with Drive-Through Window (General Urban/Suburban) | 1000 Sq. Ft. GFA | 3.7 | Weekday | Average<br>448.12 | 829<br>50% | 829<br>50% | 1658 |

## TRAFFIC REDUCTIONS

| Land Use | Entry Reduction | Adjusted Entry | Exit Reduction | Adjusted Exit |
|---|---|---|---|---|
| 934 - Fast-Food Restaurant with Drive-Through Window | 0 % | 829 | 0 % | 829 |

## EXTERNAL TRIPS

| Land Use | External Trips | Pass-by% | Pass-by Trips | Non-pass-by Trips |
|---|---|---|---|---|
| 934 - Fast-Food Restaurant with Drive-Through Window | 1658 | 0 | 0 | 1658 |

## ITE DEVIATION DETAILS

**Weekday**

| | |
|---|---|
| Landuse | No deviations from ITE. |
| Methods | No deviations from ITE. |
| External Trips | 934 - Fast-Food Restaurant with Drive-Through Window (General Urban/Suburban)<br>ITE does not recommend a particular pass-by% for this case. |

## SUMMARY

| | |
|---|---|
| **Total Entering** | 829 |
| **Total Exiting** | 829 |
| **Total Entering Reduction** | 0 |
| **Total Exiting Reduction** | 0 |
| **Total Entering Internal Capture Reduction** | 0 |
| **Total Exiting Internal Capture Reduction** | 0 |
| **Total Entering Pass-by Reduction** | 0 |
| **Total Exiting Pass-by Reduction** | 0 |
| **Total Entering Non-Pass-by Trips** | 829 |
| **Total Exiting Non-Pass-by Trips** | 829 |

## PERIOD SETTING

| | | | |
|---|---|---|---|
| **Analysis Name :** | New Analysis | | |
| **Project Name :** | McD - Kathleen | **No :** | |
| **Date:** | 10/4/2025 | **City:** | |
| **State/Province:** | | **Zip/Postal Code:** | |
| **Country:** | | **Client Name:** | |
| **Analyst's Name:** | | **Edition:** | Trip Generation Manual, 12th Ed |

| Land Use | Independent Variable | Size | Time Period | Method | Entry | Exit | Total |
|---|---|---|---|---|---|---|---|
| 934 - Fast-Food Restaurant with Drive-Through Window (General Urban/Suburban) | 1000 Sq. Ft. GFA | 3.7 | Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m. | Average 33.24 | 63<br>51% | 60<br>49% | 123 |

## TRAFFIC REDUCTIONS

| Land Use | Entry Reduction | Adjusted Entry | Exit Reduction | Adjusted Exit |
|---|---|---|---|---|
| 934 - Fast-Food Restaurant with Drive-Through Window | 0 % | 63 | 0 % | 60 |

## EXTERNAL TRIPS

| Land Use | External Trips | Pass-by% | Pass-by Trips | Non-pass-by Trips |
|---|---|---|---|---|
| 934 - Fast-Food Restaurant with Drive-Through Window | 123 | 0 | 0 | 123 |

## ITE DEVIATION DETAILS

**Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.**

Landuse No deviations from ITE.

Methods No deviations from ITE.

**Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.**

External Trips 934 - Fast-Food Restaurant with Drive-Through Window (General Urban/Suburban)
ITE does not recommend a particular pass-by% for this case.

## SUMMARY

| | |
|---|---|
| **Total Entering** | 63 |
| **Total Exiting** | 60 |
| **Total Entering Reduction** | 0 |
| **Total Exiting Reduction** | 0 |
| **Total Entering Internal Capture Reduction** | 0 |
| **Total Exiting Internal Capture Reduction** | 0 |
| **Total Entering Pass-by Reduction** | 0 |
| **Total Exiting Pass-by Reduction** | 0 |
| **Total Entering Non-Pass-by Trips** | 63 |
| **Total Exiting Non-Pass-by Trips** | 60 |

## PERIOD SETTING

| | | | |
|---|---|---|---|
| **Analysis Name :** | New Analysis | | |
| **Project Name :** | McD - Kathleen | **No :** | |
| **Date:** | 10/4/2025 | **City:** | |
| **State/Province:** | | **Zip/Postal Code:** | |
| **Country:** | | **Client Name:** | |
| **Analyst's Name:** | | **Edition:** | Trip Generation Manual, 12th Ed |

| Land Use | Independent Variable | Size | Time Period | Method | Entry | Exit | Total |
|---|---|---|---|---|---|---|---|
| 934 - Fast-Food Restaurant with Drive-Through Window (General Urban/Suburban) | 1000 Sq. Ft. GFA | 3.7 | Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m. | Average 31.6 | 61 52% | 56 48% | 117 |

## TRAFFIC REDUCTIONS

| Land Use | Entry Reduction | Adjusted Entry | Exit Reduction | Adjusted Exit |
|---|---|---|---|---|
| 934 - Fast-Food Restaurant with Drive-Through Window | 0 % | 61 | 0 % | 56 |

## EXTERNAL TRIPS

| Land Use | External Trips | Pass-by% | Pass-by Trips | Non-pass-by Trips |
|---|---|---|---|---|
| 934 - Fast-Food Restaurant with Drive-Through Window | 117 | 0 | 0 | 117 |

## ITE DEVIATION DETAILS

**Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.**

Landuse No deviations from ITE.

Methods No deviations from ITE.

**Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.**

External Trips 934 - Fast-Food Restaurant with Drive-Through Window (General Urban/Suburban)
ITE does not recommend a particular pass-by% for this case.

## SUMMARY

| | |
|---|---|
| **Total Entering** | 61 |
| **Total Exiting** | 56 |
| **Total Entering Reduction** | 0 |
| **Total Exiting Reduction** | 0 |
| **Total Entering Internal Capture Reduction** | 0 |
| **Total Exiting Internal Capture Reduction** | 0 |
| **Total Entering Pass-by Reduction** | 0 |
| **Total Exiting Pass-by Reduction** | 0 |
| **Total Entering Non-Pass-by Trips** | 61 |
| **Total Exiting Non-Pass-by Trips** | 56 |

PASSERBY TRIPS

## Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual*, 11th Edition

| | |
|---|---|
| Land Use Code | 934 |
| Land Use | Fast-Food Restaurant with Drive-Through Window |
| Setting | General Urban/Suburban |
| Time Period | Weekday AM Peak Period |
| # Data Sites | 5 |
| Average Pass-By Rate | 50% |

Pass-By Characteristics for Individual Sites

| GFA (000) | State or Province | Survey Year | # Interviews | Pass-By Trip (%) | Non-Pass-By Trips | | | Adj Street Peak Hour Volume | Source |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Primary (%) | Diverted (%) | Total (%) | | |
| 1.4 | Kentucky | 1993 | — | 62 | 22 | 16 | 38 | 1407 | 2 |
| 3 | Kentucky | 1993 | — | 43 | 14 | 43 | 57 | 2903 | 2 |
| 3.3 | -- | 1996 | — | 68 | — | — | 32 | — | 21 |
| 3.6 | Kentucky | 1993 | — | 32 | 47 | 21 | 68 | 437 | 2 |
| 4.2 | Indiana | 1993 | — | 46 | 23 | 31 | 54 | 1049 | 2 |
| | | | | | | | | | |

## Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual*, 11th Edition

| | |
|---|---|
| Land Use Code | 934 |
| Land Use | Fast-Food Restaurant with Drive-Through Window |
| Setting | General Urban/Suburban |
| Time Period | Weekday PM Peak Period |
| # Data Sites | 11 |
| Average Pass-By Rate | 55% |

Pass-By Characteristics for Individual Sites

| GFA (000) | State or Province | Survey Year | # Interviews | Pass-By Trip (%) | Non-Pass-By Trips | | | Adj Street Peak Hour Volume | Source |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Primary (%) | Diverted (%) | Total (%) | | |
| 1.3 | Kentucky | 1993 | — | 68 | 22 | 10 | 32 | 2055 | 2 |
| 1.9 | Kentucky | 1993 | 33 | 67 | 24 | 9 | 33 | 2447 | 2 |
| 2.8 | Florida | 1995 | 47 | 66 | — | — | 34 | — | 30 |
| 2.9 | Florida | 1996 | 271 | 41 | 41 | 18 | 59 | — | 30 |
| 3 | Kentucky | 1993 | — | 31 | 31 | 38 | 69 | 4250 | 2 |
| 3.1 | Florida | 1995 | 28 | 71 | — | — | 29 | — | 30 |
| 3.1 | Florida | 1996 | 29 | 38 | — | — | 62 | — | 30 |
| 3.2 | Florida | 1996 | 202 | 40 | 39 | 21 | 60 | — | 30 |
| 3.3 | — | 1996 | — | 62 | — | — | 38 | — | 21 |
| 4.2 | Indiana | 1993 | — | 56 | 25 | 19 | 44 | 1632 | 2 |
| 4.3 | Florida | 1994 | 304 | 62 | — | — | 38 | — | 30 |
| | | | | | | | | | |

POLK COUNTY CIP

TURNING MOVEMENT COUNTS

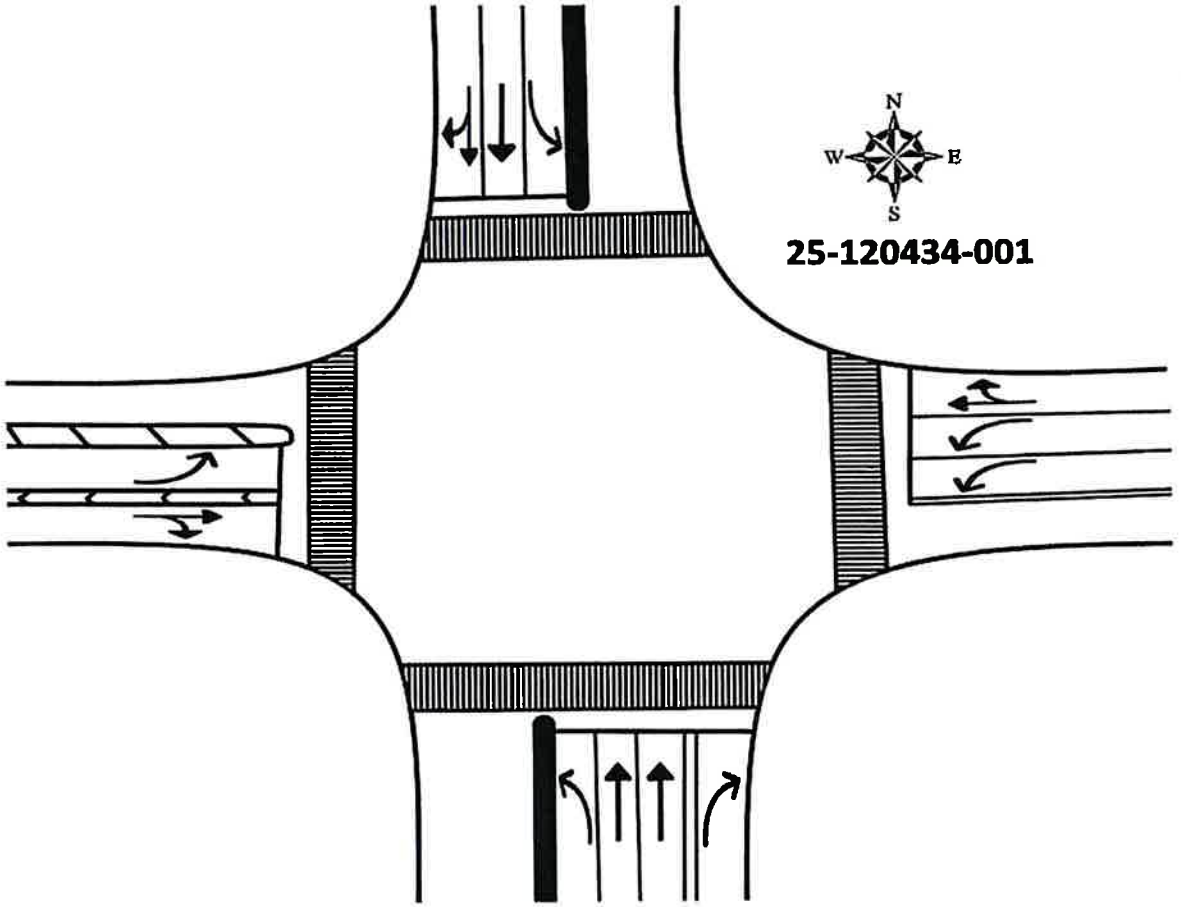
National Data & Surveying Services

| | |
|---|---|
| Site Code: | **25-120434-001** |
| Date: | **09/09/2025** |
| Weather: | **Sunny** |
| City: | **Lakeland** |
| County: | **Polk** |
| Count Times: | **07:00 - 09:00** |
| | **16:00 - 18:00** |
| Control: | **Signalized** |

N

N/S Street: **Kathleen Rd**

Speed: **40/45 MPH**




E/W Street: **Duff Rd**

Speed: **30/40 MPH**

Prepared by National Data & Surveying Services

# Kathleen Rd & Duff Rd

## Peak Hour Turning Movement Count

**ID:** 25-120434-001
**City:** Lakeland

**Day:** Tuesday
**Date:** 9/9/2025

**PEAK HOURS**

AM: 07:00 AM - 08:00 AM
NOON: NONE
PM: 04:45 PM - 05:45 PM

**COUNT PERIODS**

AM: 7:00 AM - 09:00 AM
NOON: NONE
PM: 4:00 PM - 06:00 PM

**CONTROL:** Signalized

| | AM | NOON | PM |
|---|---|---|---|
| TEV | 1684 | 0 | 2000 |
| PHF | 0.86 | | 0.97 |

### SOUTHBOUND (Kathleen Rd)

| | Left | Thru | Right | U-Turn | |
|---|---|---|---|---|---|
| AM | 36 | 574 | 41 | 0 | 285 |
| NOON | 0 | 0 | 0 | 0 | 0 |
| PM | 6 | 372 | 56 | 0 | 658 |

### EASTBOUND (Duff Rd)

| | Left | Thru | Right | U-Turn | |
|---|---|---|---|---|---|
| AM | 128 | 0 | 248 | | |
| NOON | 0 | 0 | 0 | 0 | 0 |
| PM | 14 | 0 | 47 | 0 | 0 |
| AM | 38 | 0 | 63 | 0 | 0 |
| NOON | 36 | 0 | 46 | 0 | 0 |
| PM | | | | | |

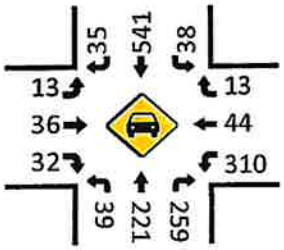
### WESTBOUND (Duff Rd)

| | Left | Thru | Right | U-Turn | |
|---|---|---|---|---|---|
| PM | 36 | 0 | 16 | 0 | |
| NOON | 92 | 0 | 45 | 0 | 0 |
| AM | 209 | 0 | 314 | 0 | 0 |
| PM | 0 | 0 | 0 | 0 | 0 |
| NOON | 466 | 0 | 347 | | |
| AM | | | | | |

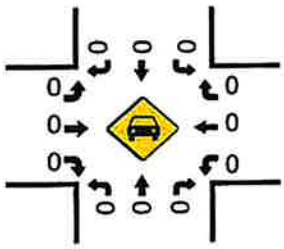
### NORTHBOUND (Kathleen Rd)

| | Left | Thru | Right | U-Turn | |
|---|---|---|---|---|---|
| PM | 628 | 1 | 150 | 575 | 347 |
| NOON | 0 | 0 | 0 | 0 | 0 |
| AM | 924 | 0 | 47 | 255 | 268 |

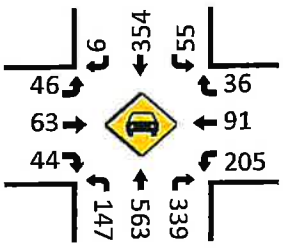
**Cars (AM)**



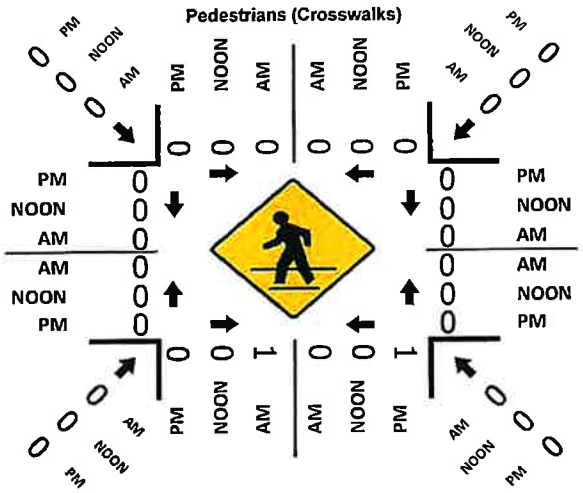

**Cars (NOON)**



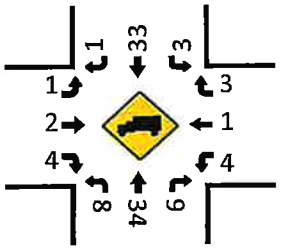
**Cars (PM)**



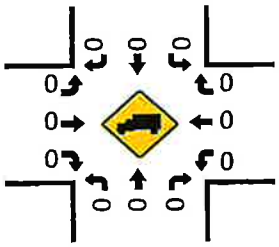

**Pedestrians (Crosswalks)**



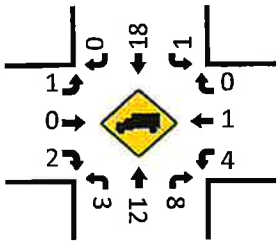
**HT (AM)**




**HT (NOON)**



**HT (PM)**



SIGNAL TIMING

| | Cycle | Phase | BOG | EOY | Signal Timing |
|---|---|---|---|---|---|
| AM | 1 | NL/SL | 8:06:04 | 8:06:19 | 0:00:15 |
| | | SL/ST | 8:06:19 | 8:06:33 | 0:00:14 |
| | | NT/ST | 8:06:33 | 8:07:21 | 0:00:48 |
| | | EL/WL | 8:07:21 | 8:07:47 | 0:00:26 |
| | | ET/WT | 8:07:47 | 8:08:28 | 0:00:41 |
| | 2 | NL/SL | 8:08:28 | 8:08:41 | 0:00:13 |
| | | SL/ST | 8:08:41 | 8:08:56 | 0:00:15 |
| | | NT/ST | 8:08:56 | 8:09:44 | 0:00:48 |
| | | EL/WL | 8:09:44 | 8:10:16 | 0:00:32 |
| | | ET/WT | 8:10:16 | 8:10:52 | 0:00:36 |
| PM | 1 | NL/SL | 16:34:45 | 16:35:10 | 0:00:25 |
| | | NT/ST | 16:35:10 | 16:36:00 | 0:00:50 |
| | | WL/WT | 16:36:00 | 16:36:32 | 0:00:32 |
| | | ET/WT | 16:36:32 | 16:37:05 | 0:00:33 |
| | 2 | NL/SL | 16:37:05 | 16:37:30 | 0:00:25 |
| | | NT/ST | 16:37:30 | 16:38:22 | 0:00:52 |
| | | EL/WL | 16:38:22 | 16:38:47 | 0:00:25 |
| | | ET/WT | 16:38:47 | 16:39:23 | 0:00:36 |

## National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** Kathleen Rd & Duff Rd
**City:** Lakeland
**Control:** Signalized

**Project ID:** 25-120434-001
**Date:** 9/9/2025

## Data - Total

| NS/EW Streets: | Kathleen Rd | | | | Kathleen Rd | | | | Duff Rd | | | | Duff Rd | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 7:00 AM | 4 | 53 | 35 | 0 | 3 | 155 | 3 | 0 | 3 | 3 | 9 | 0 | 81 | 7 | 2 | 0 | 358 |
| 7:15 AM | 4 | 54 | 62 | 0 | 7 | 159 | 12 | 0 | 5 | 12 | 15 | 0 | 109 | 10 | 2 | 0 | 451 |
| 7:30 AM | 25 | 74 | 110 | 0 | 17 | 128 | 16 | 0 | 4 | 12 | 7 | 0 | 76 | 14 | 7 | 0 | 490 |
| 7:45 AM | 14 | 74 | 61 | 0 | 14 | 132 | 5 | 0 | 2 | 11 | 5 | 0 | 48 | 14 | 5 | 0 | 385 |
| 8:00 AM | 16 | 52 | 55 | 0 | 2 | 98 | 4 | 0 | 6 | 9 | 4 | 0 | 68 | 12 | 7 | 0 | 333 |
| 8:15 AM | 13 | 60 | 51 | 0 | 9 | 79 | 3 | 0 | 5 | 9 | 6 | 0 | 49 | 14 | 7 | 0 | 305 |
| 8:30 AM | 8 | 64 | 34 | 0 | 11 | 97 | 4 | 0 | 4 | 4 | 11 | 0 | 44 | 12 | 6 | 0 | 299 |
| 8:45 AM | 22 | 49 | 37 | 0 | 7 | 85 | 1 | 0 | 8 | 11 | 5 | 0 | 45 | 10 | 8 | 0 | 288 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 106 | 480 | 445 | 0 | 70 | 933 | 48 | 0 | 37 | 71 | 62 | 0 | 520 | 93 | 44 | 0 | 2909 |
| **APPROACH %'s :** | 10.28% | 46.56% | 43.16% | 0.00% | 6.66% | 88.77% | 4.57% | 0.00% | 21.76% | 41.76% | 36.47% | 0.00% | 79.15% | 14.16% | 6.70% | 0.00% | |
| **PEAK HR :** | 07:00 AM - 08:00 AM | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 47 | 255 | 268 | 0 | 41 | 574 | 36 | 0 | 14 | 38 | 36 | 0 | 314 | 45 | 16 | 0 | 1684 |
| **PEAK HR FACTOR :** | 0.470 | 0.861 | 0.609 | 0.000 | 0.603 | 0.903 | 0.563 | 0.000 | 0.700 | 0.792 | 0.600 | 0.000 | 0.720 | 0.804 | 0.571 | 0.000 | 0.859 |
| | | 0.682 | | | | 0.914 | | | | 0.688 | | | | 0.775 | | | |

| PM | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 4:00 PM | 31 | 119 | 91 | 0 | 11 | 82 | 2 | 0 | 12 | 14 | 14 | 0 | 64 | 22 | 9 | 0 | 471 |
| 4:15 PM | 40 | 149 | 67 | 0 | 14 | 84 | 1 | 0 | 11 | 12 | 12 | 0 | 57 | 17 | 14 | 0 | 478 |
| 4:30 PM | 41 | 162 | 90 | 1 | 14 | 84 | 3 | 0 | 9 | 22 | 10 | 0 | 44 | 15 | 7 | 0 | 502 |
| 4:45 PM | 37 | 126 | 86 | 0 | 21 | 96 | 1 | 0 | 14 | 14 | 12 | 0 | 64 | 24 | 6 | 0 | 501 |
| 5:00 PM | 38 | 133 | 75 | 0 | 13 | 96 | 1 | 0 | 9 | 15 | 11 | 0 | 55 | 28 | 9 | 0 | 483 |
| 5:15 PM | 36 | 164 | 92 | 0 | 8 | 90 | 1 | 0 | 12 | 21 | 8 | 0 | 39 | 19 | 12 | 0 | 502 |
| 5:30 PM | 39 | 152 | 94 | 1 | 14 | 90 | 3 | 0 | 12 | 13 | 15 | 0 | 51 | 21 | 9 | 0 | 514 |
| 5:45 PM | 33 | 121 | 81 | 0 | 14 | 107 | 2 | 0 | 11 | 14 | 13 | 0 | 48 | 11 | 6 | 0 | 461 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 295 | 1126 | 676 | 2 | 109 | 729 | 14 | 0 | 90 | 125 | 95 | 0 | 422 | 157 | 72 | 0 | 3912 |
| **APPROACH %'s :** | 14.05% | 53.64% | 32.21% | 0.10% | 12.79% | 85.56% | 1.64% | 0.00% | 29.03% | 40.32% | 30.65% | 0.00% | 64.82% | 24.12% | 11.06% | 0.00% | |
| **PEAK HR :** | 04:45 PM - 05:45 PM | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 150 | 575 | 347 | 1 | 56 | 372 | 6 | 0 | 47 | 63 | 46 | 0 | 209 | 92 | 36 | 0 | 2000 |
| **PEAK HR FACTOR :** | 0.962 | 0.877 | 0.923 | 0.250 | 0.667 | 0.969 | 0.500 | 0.000 | 0.839 | 0.750 | 0.767 | 0.000 | 0.816 | 0.821 | 0.750 | 0.000 | 0.973 |
| | | 0.919 | | | | 0.919 | | | | 0.951 | | | | 0.896 | | | |

National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** Kathleen Rd & Duff Rd
**City:** Lakeland
**Control:** Signalized

**Project ID:** 25-120434-001
**Date:** 9/9/2025

## Data - Cars

| NS/EW Streets: | Kathleen Rd | | | | Kathleen Rd | | | | Duff Rd | | | | Duff Rd | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 7:00 AM | 2 | 49 | 33 | 0 | 2 | 148 | 3 | 0 | 3 | 3 | 7 | 0 | 81 | 6 | 1 | 0 | 338 |
| 7:15 AM | 3 | 46 | 61 | 0 | 7 | 156 | 12 | 0 | 5 | 12 | 14 | 0 | 107 | 10 | 2 | 0 | 435 |
| 7:30 AM | 22 | 62 | 107 | 0 | 17 | 123 | 15 | 0 | 4 | 10 | 7 | 0 | 75 | 14 | 5 | 0 | 461 |
| 7:45 AM | 12 | 64 | 58 | 0 | 12 | 114 | 5 | 0 | 1 | 11 | 4 | 0 | 47 | 14 | 5 | 0 | 347 |
| 8:00 AM | 16 | 43 | 53 | 0 | 2 | 95 | 4 | 0 | 6 | 8 | 3 | 0 | 67 | 12 | 7 | 0 | 316 |
| 8:15 AM | 12 | 51 | 49 | 0 | 7 | 74 | 3 | 0 | 4 | 9 | 6 | 0 | 47 | 14 | 7 | 0 | 283 |
| 8:30 AM | 7 | 58 | 31 | 0 | 11 | 86 | 3 | 0 | 4 | 4 | 10 | 0 | 44 | 11 | 6 | 0 | 275 |
| 8:45 AM | 20 | 42 | 36 | 0 | 6 | 75 | 1 | 0 | 8 | 10 | 3 | 0 | 44 | 10 | 8 | 0 | 263 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 94 | 415 | 428 | 0 | 64 | 871 | 46 | 0 | 35 | 67 | 54 | 0 | 512 | 91 | 41 | 0 | 2718 |
| **APPROACH %'s :** | 10.03% | 44.29% | 45.68% | 0.00% | 6.52% | 88.79% | 4.69% | 0.00% | 22.44% | 42.95% | 34.62% | 0.00% | 79.50% | 14.13% | 6.37% | 0.00% | |
| **PEAK HR :** | 07:00 AM - 08:00 AM | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 39 | 221 | 259 | 0 | 38 | 541 | 35 | 0 | 13 | 36 | 32 | 0 | 310 | 44 | 13 | 0 | 1581 |
| **PEAK HR FACTOR :** | 0.443 | 0.863 | 0.605 | 0.000 | 0.559 | 0.867 | 0.583 | 0.000 | 0.650 | 0.750 | 0.571 | 0.000 | 0.724 | 0.786 | 0.650 | 0.000 | 0.857 |
| | | 0.679 | | | | 0.877 | | | | 0.653 | | | | 0.771 | | | |

| PM | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 4:00 PM | 31 | 115 | 90 | 0 | 11 | 80 | 2 | 0 | 12 | 12 | 14 | 0 | 62 | 22 | 8 | 0 | 459 |
| 4:15 PM | 39 | 139 | 65 | 0 | 14 | 75 | 1 | 0 | 11 | 12 | 11 | 0 | 56 | 17 | 13 | 0 | 453 |
| 4:30 PM | 38 | 152 | 86 | 1 | 14 | 79 | 3 | 0 | 8 | 21 | 10 | 0 | 44 | 14 | 7 | 0 | 477 |
| 4:45 PM | 36 | 123 | 82 | 0 | 20 | 91 | 1 | 0 | 14 | 14 | 12 | 0 | 62 | 24 | 6 | 0 | 485 |
| 5:00 PM | 37 | 128 | 74 | 0 | 13 | 90 | 1 | 0 | 8 | 15 | 10 | 0 | 54 | 28 | 9 | 0 | 467 |
| 5:15 PM | 35 | 161 | 92 | 0 | 8 | 84 | 1 | 0 | 12 | 21 | 8 | 0 | 38 | 18 | 12 | 0 | 490 |
| 5:30 PM | 39 | 151 | 91 | 1 | 14 | 89 | 3 | 0 | 12 | 13 | 14 | 0 | 51 | 21 | 9 | 0 | 508 |
| 5:45 PM | 33 | 119 | 80 | 0 | 14 | 103 | 2 | 0 | 11 | 14 | 13 | 0 | 48 | 11 | 6 | 0 | 454 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 288 | 1088 | 660 | 2 | 108 | 691 | 14 | 0 | 88 | 122 | 92 | 0 | 415 | 155 | 70 | 0 | 3793 |
| **APPROACH %'s :** | 14.13% | 53.39% | 32.38% | 0.10% | 13.28% | 84.99% | 1.72% | 0.00% | 29.14% | 40.40% | 30.46% | 0.00% | 64.84% | 24.22% | 10.94% | 0.00% | |
| **PEAK HR :** | 04:45 PM - 05:45 PM | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 147 | 563 | 339 | 1 | 55 | 354 | 6 | 0 | 46 | 63 | 44 | 0 | 205 | 91 | 36 | 0 | 1950 |
| **PEAK HR FACTOR :** | 0.942 | 0.874 | 0.921 | 0.250 | 0.688 | 0.973 | 0.500 | 0.000 | 0.821 | 0.750 | 0.786 | 0.000 | 0.827 | 0.813 | 0.750 | 0.000 | 0.960 |
| | | 0.911 | | | | 0.926 | | | | 0.933 | | | | 0.902 | | | |

## National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** Kathleen Rd & Duff Rd
**City:** Lakeland
**Control:** Signalized

**Project ID:** 25-120434-001
**Date:** 9/9/2025

### Data - HT

| NS/EW Streets: | Kathleen Rd | | | | Kathleen Rd | | | | Duff Rd | | | | Duff Rd | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 7:00 AM | 2 | 4 | 2 | 0 | 1 | 7 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 1 | 1 | 0 | 20 |
| 7:15 AM | 1 | 8 | 1 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 1 | 0 | 2 | 0 | 0 | 0 | 16 |
| 7:30 AM | 3 | 12 | 3 | 0 | 0 | 5 | 1 | 0 | 0 | 2 | 0 | 0 | 1 | 0 | 2 | 0 | 29 |
| 7:45 AM | 2 | 10 | 3 | 0 | 2 | 18 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 38 |
| 8:00 AM | 0 | 9 | 2 | 0 | 0 | 3 | 0 | 0 | 0 | 1 | 1 | 0 | 1 | 0 | 0 | 0 | 17 |
| 8:15 AM | 1 | 9 | 2 | 0 | 2 | 5 | 0 | 0 | 1 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 22 |
| 8:30 AM | 1 | 6 | 3 | 0 | 0 | 11 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 24 |
| 8:45 AM | 2 | 7 | 1 | 0 | 1 | 10 | 0 | 0 | 0 | 1 | 2 | 0 | 1 | 0 | 0 | 0 | 25 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 12 | 65 | 17 | 0 | 6 | 62 | 2 | 0 | 2 | 4 | 8 | 0 | 8 | 2 | 3 | 0 | 191 |
| **APPROACH %'s :** | 12.77% | 69.15% | 18.09% | 0.00% | 8.57% | 88.57% | 2.86% | 0.00% | 14.29% | 28.57% | 57.14% | 0.00% | 61.54% | 15.38% | 23.08% | 0.00% | |
| **PEAK HR :** | **07:00 AM - 08:00 AM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 8 | 34 | 9 | 0 | 3 | 33 | 1 | 0 | 1 | 2 | 4 | 0 | 4 | 1 | 3 | 0 | 103 |
| **PEAK HR FACTOR :** | 0.667 | 0.708 | 0.750 | 0.000 | 0.375 | 0.458 | 0.250 | 0.000 | 0.250 | 0.250 | 0.500 | 0.000 | 0.500 | 0.250 | 0.375 | 0.000 | 0.678 |
| | | 0.708 | | | | 0.463 | | | | 0.875 | | | | 0.667 | | | |

| PM | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 4:00 PM | 0 | 4 | 1 | 0 | 0 | 2 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 1 | 0 | 12 |
| 4:15 PM | 1 | 10 | 2 | 0 | 0 | 9 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 25 |
| 4:30 PM | 3 | 10 | 4 | 0 | 0 | 5 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 25 |
| 4:45 PM | 1 | 3 | 4 | 0 | 1 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 16 |
| 5:00 PM | 1 | 5 | 1 | 0 | 0 | 6 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 16 |
| 5:15 PM | 1 | 3 | 0 | 0 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 12 |
| 5:30 PM | 0 | 1 | 3 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 6 |
| 5:45 PM | 0 | 2 | 1 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 7 | 38 | 16 | 0 | 1 | 38 | 0 | 0 | 2 | 3 | 3 | 0 | 7 | 2 | 2 | 0 | 119 |
| **APPROACH %'s :** | 11.48% | 62.30% | 26.23% | 0.00% | 2.56% | 97.44% | 0.00% | 0.00% | 25.00% | 37.50% | 37.50% | 0.00% | 63.64% | 18.18% | 18.18% | 0.00% | |
| **PEAK HR :** | **04:45 PM - 05:45 PM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 3 | 12 | 8 | 0 | 1 | 18 | 0 | 0 | 1 | 0 | 2 | 0 | 4 | 1 | 0 | 0 | 50 |
| **PEAK HR FACTOR :** | 0.750 | 0.600 | 0.500 | 0.000 | 0.250 | 0.750 | 0.000 | 0.000 | 0.250 | 0.000 | 0.500 | 0.000 | 0.500 | 0.250 | 0.000 | 0.000 | 0.781 |
| | | 0.719 | | | | 0.792 | | | | 0.375 | | | | 0.625 | | | |

# National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** Kathleen Rd & Duff Rd
**City:** Lakeland
**Control:** Signalized

**Project ID:** 25-120434-001
**Date:** 9/9/2025

## Data - Bikes

| NS/EW Streets: | Kathleen Rd | | | | Kathleen Rd | | | | Duff Rd | | | | Duff Rd | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 7:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| 7:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 7:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 2 |
| **APPROACH %'s :** | | | | | | | | | 0.00% | 100.00% | 0.00% | 0.00% | 0.00% | 100.00% | 0.00% | 0.00% | |
| **PEAK HR :** | 07:00 AM - 08:00 AM | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 2 |
| **PEAK HR FACTOR :** | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.250 | 0.000 | 0.000 | 0.000 | 0.250 | 0.000 | 0.000 | 0.500 |
| | | | | | | | | | 0.250 | | | | 0.250 | | | | |

| PM | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 4:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 4:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 |
| 4:45 PM | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 5:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 |
| 5:30 PM | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 5:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 2 | 0 | 0 | 0 | 5 |
| **APPROACH %'s :** | 0.00% | 50.00% | 50.00% | 0.00% | | | | | 0.00% | 100.00% | 0.00% | 0.00% | 100.00% | 0.00% | 0.00% | 0.00% | |
| **PEAK HR :** | 04:45 PM - 05:45 PM | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 3 |
| **PEAK HR FACTOR :** | 0.000 | 0.250 | 0.250 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.250 | 0.000 | 0.000 | 0.000 | 0.750 |
| | | 0.500 | | | | | | | | | | | | 0.250 | | | |

National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** Kathleen Rd & Duff Rd
**City:** Lakeland

**Project ID:** 25-120434-001
**Date:** 9/9/2025

## Data - Pedestrians (Crosswalks)

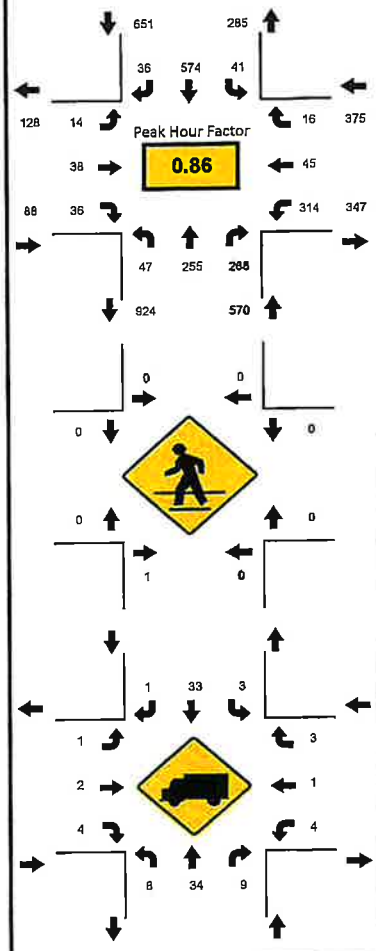
| NS/EW Streets: | Kathleen Rd | | Kathleen Rd | | Duff Rd | | Duff Rd | | |
|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTH LEG | | SOUTH LEG | | EAST LEG | | WEST LEG | | |
| | EB | WB | EB | WB | NB | SB | NB | SB | TOTAL |
| 7:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7:15 AM | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| 7:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:00 AM | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| 8:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | EB | WB | EB | WB | NB | SB | NB | SB | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| **APPROACH %'s :** | | | 100.00% | 0.00% | | | | | |
| **PEAK HR :** | **07:00 AM - 08:00 AM** | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| **PEAK HR FACTOR :** | | | 0.250 | | | | | | 0.250 |
| | | | 0.250 | | | | | | |

| PM | NORTH LEG | | SOUTH LEG | | EAST LEG | | WEST LEG | | |
|---|---|---|---|---|---|---|---|---|---|
| | EB | WB | EB | WB | NB | SB | NB | SB | TOTAL |
| 4:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4:45 PM | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| 5:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:45 PM | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| | EB | WB | EB | WB | NB | SB | NB | SB | TOTAL |
| **TOTAL VOLUMES :** | 1 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 3 |
| **APPROACH %'s :** | 50.00% | 50.00% | 0.00% | 100.00% | | | | | |
| **PEAK HR :** | **04:45 PM - 05:45 PM** | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| **PEAK HR FACTOR :** | | | | 0.250 | | | | | 0.250 |
| | | | 0.250 | | | | | | |

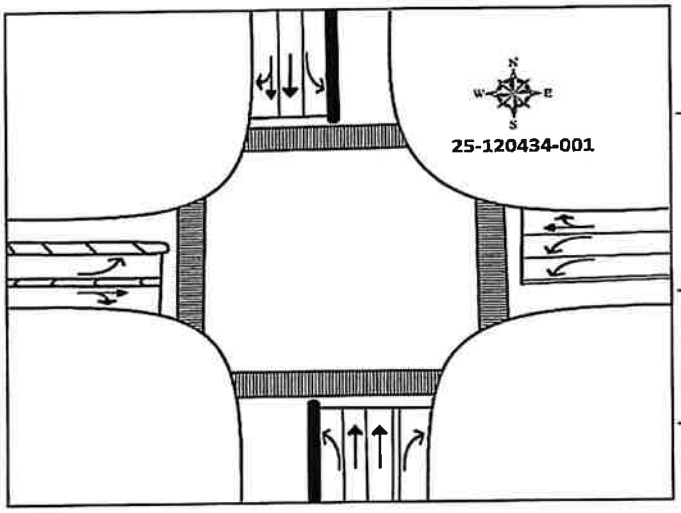
LOCATION: Kathleen Rd & Duff Rd
CITY/STATE: Lakeland, FL

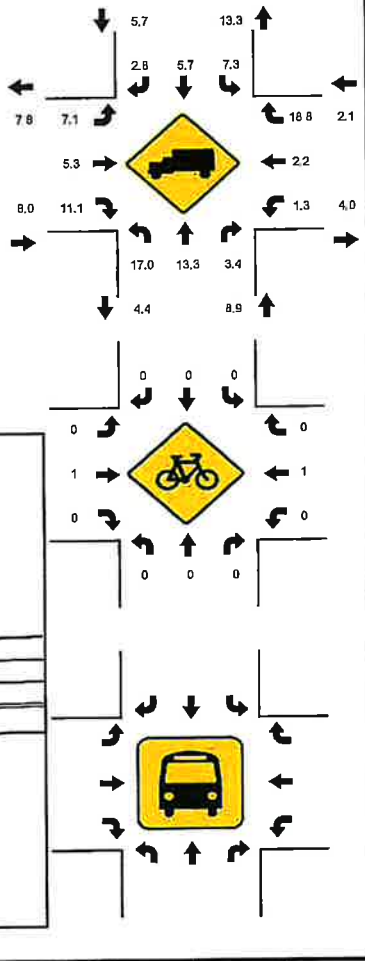
PROJECT ID: 25-120434-001
DATE: Tue, Sep 09, 2025

Peak-Hour: 07:00 AM - 08:00 AM
Peak 15-Minute: 07:30 AM - 07:45 AM




National Data & Surveying Services



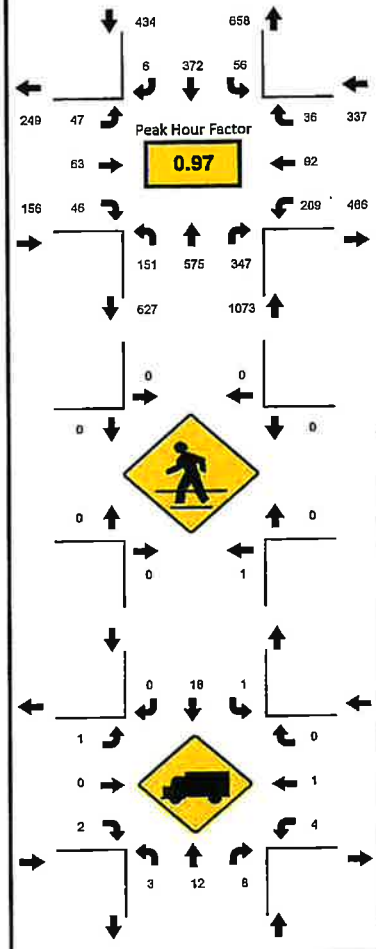

| 15-Min Count Period Beginning At | Kathleen Rd Northbound | | | | | Kathleen Rd Southbound | | | | | Duff Rd Eastbound | | | | | Duff Rd Westbound | | | | | Total | Hourly Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| 7:00 AM | 4 | 53 | 35 | 0 | | 3 | 155 | 3 | 0 | | 3 | 3 | 9 | 0 | | 81 | 7 | 2 | 0 | | 358 | 1684 |
| 7:15 AM | 4 | 54 | 62 | 0 | | 7 | 159 | 12 | 0 | | 5 | 12 | 15 | 0 | | 109 | 10 | 2 | 0 | | 451 | 1659 |
| 7:30 AM | 25 | 74 | 110 | 0 | | 17 | 128 | 16 | 0 | | 4 | 12 | 7 | 0 | | 76 | 14 | 7 | 0 | | 490 | 1513 |
| 7:45 AM | 14 | 74 | 61 | 0 | | 14 | 132 | 5 | 0 | | 2 | 11 | 5 | 0 | | 48 | 14 | 5 | 0 | | 385 | 1322 |
| 8:00 AM | 16 | 52 | 55 | 0 | | 2 | 98 | 4 | 0 | | 6 | 9 | 4 | 0 | | 68 | 12 | 7 | 0 | | 333 | 1225 |
| 8:15 AM | 13 | 60 | 51 | 0 | | 9 | 79 | 3 | 0 | | 5 | 9 | 6 | 0 | | 49 | 14 | 7 | 0 | | 305 | 892 |
| 8:30 AM | 8 | 64 | 34 | 0 | | 11 | 97 | 4 | 0 | | 4 | 4 | 11 | 0 | | 44 | 12 | 6 | 0 | | 299 | 587 |
| 8:45 AM | 22 | 49 | 37 | 0 | | 7 | 85 | 1 | 0 | | 8 | 11 | 5 | 0 | | 45 | 10 | 8 | 0 | | 288 | 288 |

| Peak 15-Min Flowrates | Northbound | | | | | Southbound | | | | | Eastbound | | | | | Westbound | | | | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | |
| All Vehicles | 100 | 296 | 440 | 0 | | 68 | 636 | 64 | 0 | | 20 | 48 | 60 | 0 | | 436 | 56 | 28 | 0 | | 2252 |
| Heavy Trucks | 12 | 48 | 12 | 0 | | 8 | 72 | 4 | 0 | | 4 | 8 | 8 | 0 | | 8 | 4 | 8 | 0 | | 196 |
| Pedestrians | | 4 | | | | | 0 | | | | | 0 | | | | | 0 | | | | 4 |
| Bicycles | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 4 | 0 | 0 | | 0 | 4 | 0 | 0 | | 8 |
| Buses | | | | | | | | | | | | | | | | | | | | | 0 |
| Stopped Buses | | | | | | | | | | | | | | | | | | | | | |

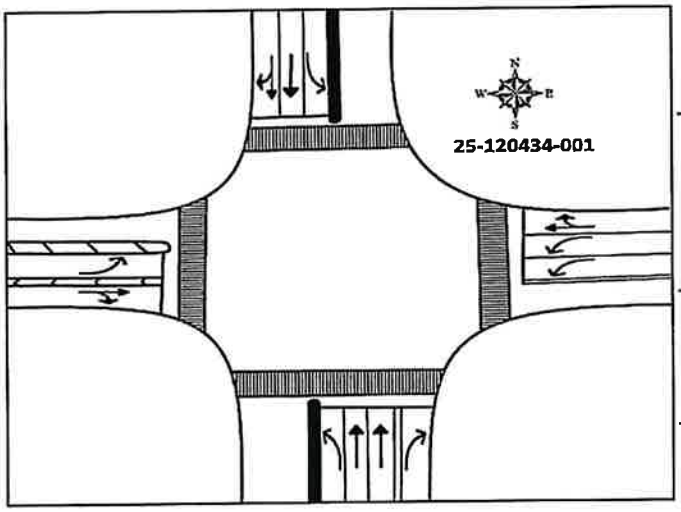
LOCATION: Kathleen Rd & Duff Rd
CITY/STATE: Lakeland, FL

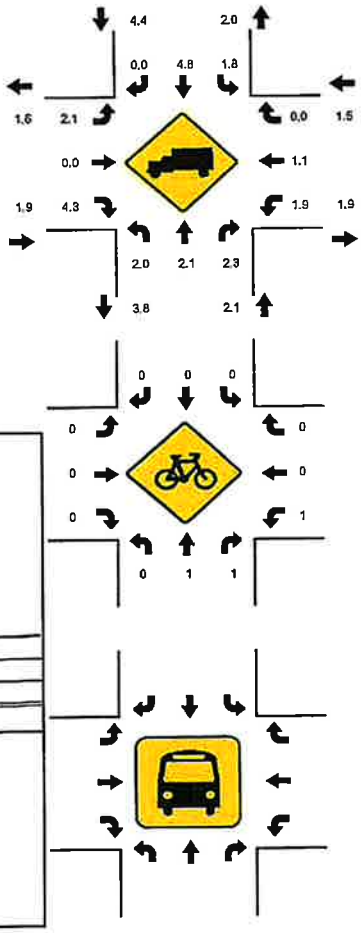
PROJECT ID: 25-120434-001
DATE: Tue, Sep 09, 2025

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:30 PM - 05:45 PM




National Data & Surveying Services



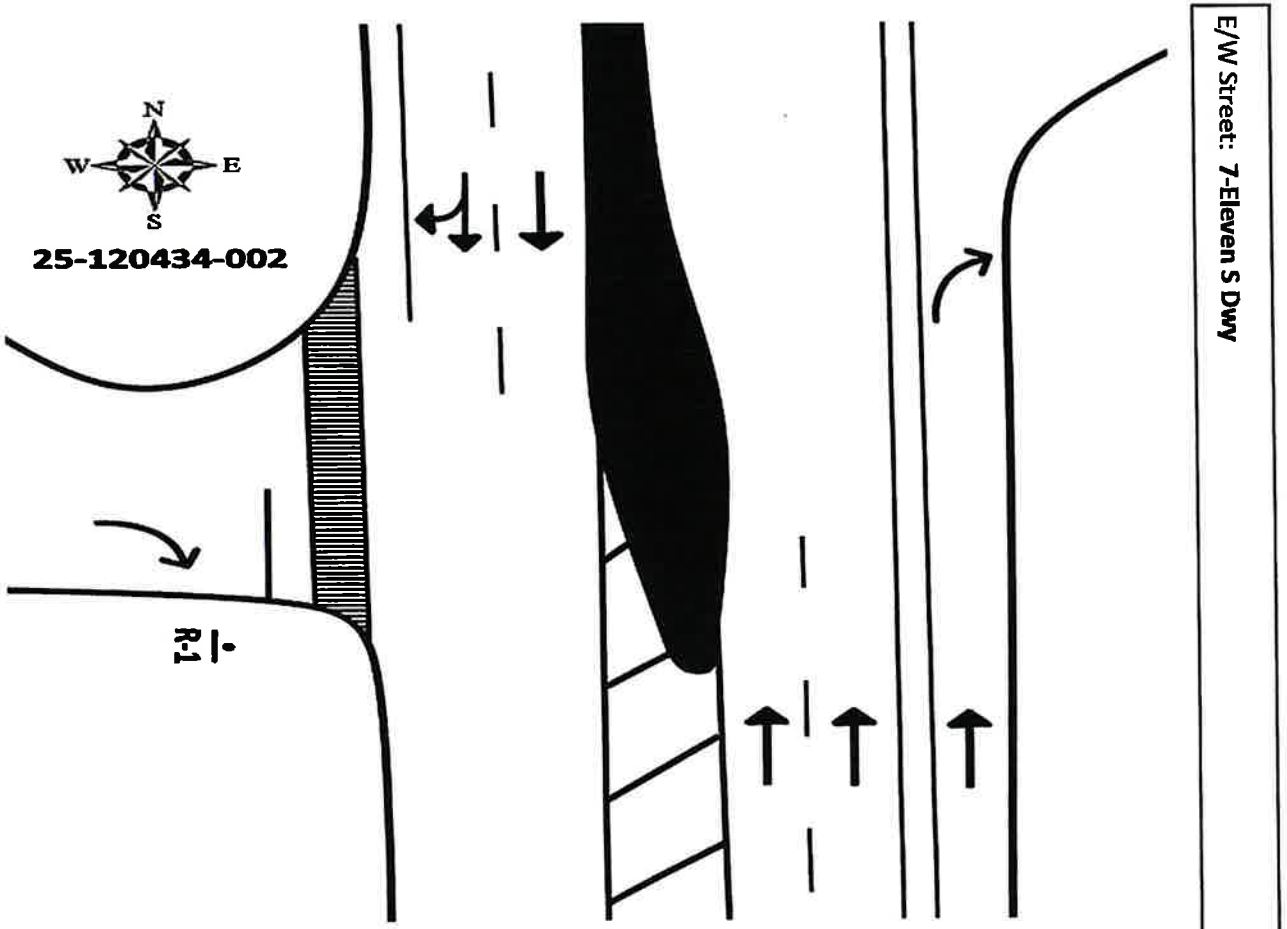




| 15-Min Count Period Beginning At | Kathleen Rd Northbound | | | | | Kathleen Rd Southbound | | | | | Duff Rd Eastbound | | | | | Duff Rd Westbound | | | | | Total | Hourly Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| 4:00 PM | 31 | 119 | 91 | 0 | | 11 | 82 | 2 | 0 | | 12 | 14 | 14 | 0 | | 64 | 22 | 9 | 0 | | 471 | 1952 |
| 4:15 PM | 40 | 149 | 67 | 0 | | 14 | 84 | 1 | 0 | | 11 | 12 | 12 | 0 | | 57 | 17 | 14 | 0 | | 478 | 1964 |
| 4:30 PM | 41 | 162 | 90 | 1 | | 14 | 84 | 3 | 0 | | 9 | 22 | 10 | 0 | | 44 | 15 | 7 | 0 | | 502 | 1988 |
| 4:45 PM | 37 | 126 | 86 | 0 | | 21 | 96 | 1 | 0 | | 14 | 14 | 12 | 0 | | 64 | 24 | 8 | 0 | | 501 | 2000 |
| 5:00 PM | 38 | 133 | 75 | 0 | | 13 | 96 | 1 | 0 | | 9 | 15 | 11 | 0 | | 55 | 28 | 9 | 0 | | 483 | 1960 |
| 5:15 PM | 36 | 164 | 92 | 0 | | 8 | 90 | 1 | 0 | | 12 | 21 | 8 | 0 | | 39 | 19 | 12 | 0 | | 502 | 1477 |
| 5:30 PM | 39 | 152 | 94 | 1 | | 14 | 90 | 3 | 0 | | 12 | 13 | 15 | 0 | | 51 | 21 | 9 | 0 | | 514 | 975 |
| 5:45 PM | 33 | 121 | 81 | 0 | | 14 | 107 | 2 | 0 | | 11 | 14 | 13 | 0 | | 48 | 11 | 6 | 0 | | 461 | 461 |
| **Peak 15-Min Flowrates** | **Northbound** | | | | | **Southbound** | | | | | **Eastbound** | | | | | **Westbound** | | | | | **Total** | |
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| All Vehicles | 156 | 656 | 376 | 4 | | 84 | 384 | 12 | 0 | | 56 | 84 | 60 | 0 | | 256 | 112 | 48 | 0 | | 2256 | |
| Heavy Trucks | 4 | 20 | 16 | 0 | | 4 | 24 | 0 | 0 | | 4 | 0 | 4 | 0 | | 8 | 4 | 0 | 0 | | 88 | |
| Pedestrians | | 4 | | | | | 0 | | | | | 0 | | | | 0 | | | | | 4 | |
| Bicycles | 0 | 4 | 4 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 4 | 0 | 0 | 0 | | 12 | |
| Buses | | | | | | | | | | | | | | | | | | | | | 0 | |
| Stopped Buses | | | | | | | | | | | | | | | | | | | | | | |

National Data & Surveying Services

| | |
|---|---|
| Site Code: | 25-120434-002 |
| Date: | 09/09/2025 |
| Weather: | Sunny |
| City: | Lakeland |
| County: | Polk |
| Count Times: | 07:00 - 09:00 |
| | 16:00 - 18:00 |
| Control: | 1-Way Stop(EB) |

N↑ | N/S Street: **Kathleen Rd** | Speed: **40/45 MPH**



Prepared by National Data & Surveying Services

# Kathleen Rd & 7-Eleven S Dwy

## Peak Hour Turning Movement Count

**ID:** 25-120434-002
**City:** Lakeland

**Day:** Tuesday
**Date:** 9/9/2025

**PEAK HOURS**

| | |
|---|---|
| AM | 07:00 AM - 08:00 AM |
| NOON | NONE |
| PM | 04:45 PM - 05:45 PM |

**COUNT PERIODS**

| | |
|---|---|
| AM | 7:00 AM - 09:00 AM |
| NOON | NONE |
| PM | 4:00 PM - 06:00 PM |

### SOUTHBOUND (Kathleen Rd)

| | | | | | | |
|---|---|---|---|---|---|---|
| AM | 33 | 878 | 0 | 13 | 569 | AM |
| NOON | 0 | 0 | 0 | 0 | 0 | NOON |
| PM | 18 | 610 | 0 | 0 | 1082 | PM |

### EASTBOUND (7-Eleven S Dwy)

| AM | NOON | PM | |
|---|---|---|---|
| 40 | 0 | 36 | ⇦ |
| 0 | 0 | 0 | ↰ 0 |
| 0 | 0 | 0 | ↱ 0 |
| 0 | 0 | 0 | → 0 |
| 38 | 0 | 36 | ↳ 0 |
| AM | NOON | PM | |

### WESTBOUND (7-Eleven S Dwy)

| PM | NOON | AM | |
|---|---|---|---|
| 0 | 0 | 0 | 0 ↱ |
| 0 | 0 | 0 | 0 ← |
| 0 | 0 | 0 | 0 ↰ |
| 0 | 0 | 0 | 0 ↲ |
| 0 | 0 | 0 | ⇨ |
| PM | NOON | AM | |

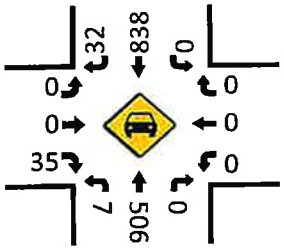
**CONTROL:** 1-Way Stop(EB)

| | AM | NOON | PM |
|---|---|---|---|
| TEV | 1525 | 0 | 1764 |
| PHF | 0.88 | | 0.99 |

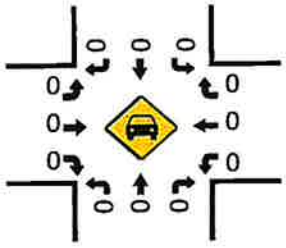
### NORTHBOUND (Kathleen Rd)

| | | | | | | |
|---|---|---|---|---|---|---|
| PM | 646 | 0 | 18 | 1082 | 0 | PM |
| NOON | 0 | 0 | 0 | 0 | 0 | NOON |
| AM | 916 | 0 | 7 | 556 | 0 | AM |

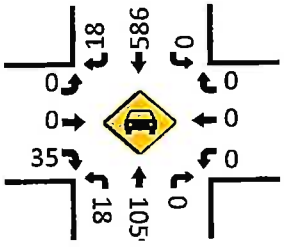
Cars (AM)



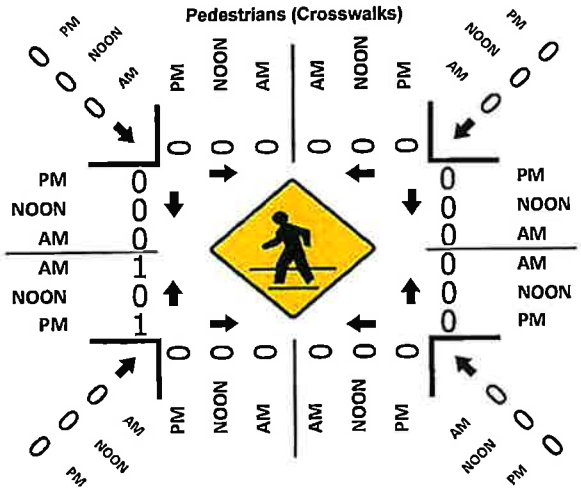

Cars (NOON)



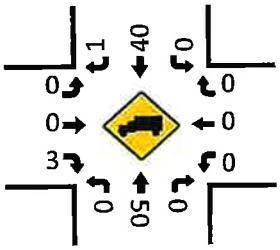

Cars (PM)



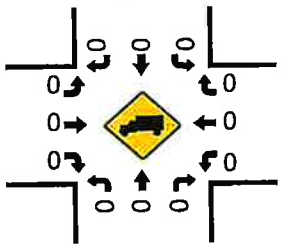

Pedestrians (Crosswalks)



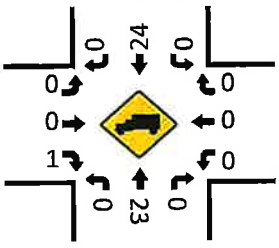

HT (AM)




HT (NOON)




HT (PM)



## National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** Kathleen Rd & 7-Eleven S Dwy
**City:** Lakeland
**Control:** 1-Way Stop(EB)

**Project ID:** 25-120434-002
**Date:** 9/9/2025

### Data - Total

| NS/EW Streets: | Kathleen Rd | | | | Kathleen Rd | | | | 7-Eleven S Dwy | | | | 7-Eleven S Dwy | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| 7:00 AM | 0 | 93 | 0 | 0 | 0 | 232 | 3 | 0 | 0 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 333 |
| 7:15 AM | 3 | 128 | 0 | 0 | 0 | 264 | 16 | 6 | 0 | 0 | 14 | 0 | 0 | 0 | 0 | 0 | 431 |
| 7:30 AM | 1 | 199 | 0 | 0 | 0 | 202 | 9 | 7 | 0 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 423 |
| 7:45 AM | 3 | 136 | 0 | 0 | 0 | 180 | 5 | 0 | 0 | 0 | 14 | 0 | 0 | 0 | 0 | 0 | 338 |
| 8:00 AM | 6 | 126 | 0 | 0 | 0 | 163 | 5 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 303 |
| 8:15 AM | 2 | 126 | 0 | 0 | 0 | 129 | 7 | 0 | 0 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 276 |
| 8:30 AM | 1 | 100 | 0 | 0 | 0 | 135 | 8 | 1 | 0 | 0 | 9 | 0 | 0 | 0 | 0 | 0 | 254 |
| 8:45 AM | 4 | 108 | 0 | 0 | 0 | 131 | 6 | 1 | 0 | 0 | 9 | 0 | 0 | 0 | 0 | 0 | 259 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 20 | 1016 | 0 | 0 | 0 | 1436 | 59 | 15 | 0 | 0 | 71 | 0 | 0 | 0 | 0 | 0 | 2617 |
| **APPROACH %'s :** | 1.93% | 98.07% | 0.00% | 0.00% | 0.00% | 95.10% | 3.91% | 0.99% | 0.00% | 0.00% | 100.00% | 0.00% | | | | | |
| **PEAK HR :** | **07:00 AM - 08:00 AM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 7 | 556 | 0 | 0 | 0 | 878 | 33 | 13 | 0 | 0 | 38 | 0 | 0 | 0 | 0 | 0 | 1525 |
| **PEAK HR FACTOR :** | 0.583 | 0.698 | 0.000 | 0.000 | 0.000 | 0.831 | 0.516 | 0.464 | 0.000 | 0.000 | 0.679 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.885 |
| | | 0.704 | | | | 0.808 | | | | 0.679 | | | | | | | |

| PM | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| 4:00 PM | 4 | 260 | 0 | 0 | 0 | 154 | 6 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 432 |
| 4:15 PM | 5 | 253 | 0 | 0 | 0 | 149 | 2 | 0 | 0 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 414 |
| 4:30 PM | 6 | 281 | 0 | 0 | 0 | 133 | 8 | 0 | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 0 | 435 |
| 4:45 PM | 7 | 252 | 0 | 0 | 0 | 165 | 5 | 0 | 0 | 0 | 13 | 0 | 0 | 0 | 0 | 0 | 442 |
| 5:00 PM | 3 | 255 | 0 | 0 | 0 | 152 | 8 | 0 | 0 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 430 |
| 5:15 PM | 4 | 300 | 0 | 0 | 0 | 138 | 1 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 447 |
| 5:30 PM | 4 | 275 | 0 | 0 | 0 | 155 | 4 | 0 | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 0 | 445 |
| 5:45 PM | 6 | 231 | 0 | 0 | 0 | 155 | 9 | 0 | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 0 | 408 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 39 | 2107 | 0 | 0 | 0 | 1201 | 43 | 0 | 0 | 0 | 63 | 0 | 0 | 0 | 0 | 0 | 3453 |
| **APPROACH %'s :** | 1.82% | 98.18% | 0.00% | 0.00% | 0.00% | 96.54% | 3.46% | 0.00% | 0.00% | 0.00% | 100.00% | 0.00% | | | | | |
| **PEAK HR :** | **04:45 PM - 05:45 PM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 18 | 1082 | 0 | 0 | 0 | 610 | 18 | 0 | 0 | 0 | 36 | 0 | 0 | 0 | 0 | 0 | 1764 |
| **PEAK HR FACTOR :** | 0.643 | 0.902 | 0.000 | 0.000 | 0.000 | 0.924 | 0.563 | 0.000 | 0.000 | 0.000 | 0.692 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.987 |
| | | 0.905 | | | | 0.924 | | | | 0.692 | | | | | | | |

National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** Kathleen Rd & 7-Eleven S Dwy
**City:** Lakeland
**Control:** 1-Way Stop(EB)

**Project ID:** 25-120434-002
**Date:** 9/9/2025

## Data - Cars

| NS/EW Streets: | Kathleen Rd | | | | Kathleen Rd | | | | 7-Eleven S Dwy | | | | 7-Eleven S Dwy | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 7:00 AM | 0 | 86 | 0 | 0 | 0 | 223 | 3 | 0 | 0 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 317 |
| 7:15 AM | 3 | 117 | 0 | 0 | 0 | 258 | 16 | 6 | 0 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 412 |
| 7:30 AM | 1 | 182 | 0 | 0 | 0 | 197 | 8 | 7 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 399 |
| 7:45 AM | 3 | 121 | 0 | 0 | 0 | 160 | 5 | 0 | 0 | 0 | 14 | 0 | 0 | 0 | 0 | 0 | 303 |
| 8:00 AM | 6 | 115 | 0 | 0 | 0 | 158 | 5 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 286 |
| 8:15 AM | 2 | 114 | 0 | 0 | 0 | 123 | 6 | 0 | 0 | 0 | 11 | 0 | 0 | 0 | 0 | 0 | 256 |
| 8:30 AM | 1 | 90 | 0 | 0 | 0 | 125 | 6 | 1 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 231 |
| 8:45 AM | 4 | 98 | 0 | 0 | 0 | 120 | 6 | 1 | 0 | 0 | 9 | 0 | 0 | 0 | 0 | 0 | 238 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 20 | 923 | 0 | 0 | 0 | 1364 | 55 | 15 | 0 | 0 | 65 | 0 | 0 | 0 | 0 | 0 | 2442 |
| **APPROACH %'s :** | 2.12% | 97.88% | 0.00% | 0.00% | 0.00% | 95.12% | 3.84% | 1.05% | 0.00% | 0.00% | 100.00% | 0.00% | | | | | |
| **PEAK HR :** | **07:00 AM - 08:00 AM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 7 | 506 | 0 | 0 | 0 | 838 | 32 | 13 | 0 | 0 | 35 | 0 | 0 | 0 | 0 | 0 | 1431 |
| **PEAK HR FACTOR :** | 0.583 | 0.695 | 0.000 | 0.000 | 0.000 | 0.812 | 0.500 | 0.464 | 0.000 | 0.000 | 0.625 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.868 |
| | | 0.701 | | | | 0.788 | | | | 0.625 | | | | | | | |

| PM | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 4:00 PM | 3 | 254 | 0 | 0 | 0 | 150 | 6 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 421 |
| 4:15 PM | 5 | 238 | 0 | 0 | 0 | 138 | 2 | 0 | 0 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 388 |
| 4:30 PM | 5 | 267 | 0 | 0 | 0 | 128 | 8 | 0 | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 0 | 415 |
| 4:45 PM | 7 | 244 | 0 | 0 | 0 | 158 | 5 | 0 | 0 | 0 | 13 | 0 | 0 | 0 | 0 | 0 | 427 |
| 5:00 PM | 3 | 248 | 0 | 0 | 0 | 145 | 8 | 0 | 0 | 0 | 11 | 0 | 0 | 0 | 0 | 0 | 415 |
| 5:15 PM | 4 | 296 | 0 | 0 | 0 | 130 | 1 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 435 |
| 5:30 PM | 4 | 271 | 0 | 0 | 0 | 153 | 4 | 0 | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 0 | 439 |
| 5:45 PM | 6 | 228 | 0 | 0 | 0 | 151 | 9 | 0 | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 0 | 401 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 37 | 2046 | 0 | 0 | 0 | 1153 | 43 | 0 | 0 | 0 | 62 | 0 | 0 | 0 | 0 | 0 | 3341 |
| **APPROACH %'s :** | 1.78% | 98.22% | 0.00% | 0.00% | 0.00% | 96.40% | 3.60% | 0.00% | 0.00% | 0.00% | 100.00% | 0.00% | | | | | |
| **PEAK HR :** | **04:45 PM - 05:45 PM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 18 | 1059 | 0 | 0 | 0 | 586 | 18 | 0 | 0 | 0 | 35 | 0 | 0 | 0 | 0 | 0 | 1716 |
| **PEAK HR FACTOR :** | 0.643 | 0.894 | 0.000 | 0.000 | 0.000 | 0.927 | 0.563 | 0.000 | 0.000 | 0.000 | 0.673 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.977 |
| | | 0.898 | | | | 0.926 | | | | 0.673 | | | | | | | |

National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** Kathleen Rd & 7-Eleven S Dwy
**City:** Lakeland
**Control:** 1-Way Stop(EB)

**Project ID:** 25-120434-002
**Date:** 9/9/2025

## Data - HT

| NS/EW Streets: | Kathleen Rd | | | | Kathleen Rd | | | | 7-Eleven S Dwy | | | | 7-Eleven S Dwy | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 7:00 AM | 0 | 7 | 0 | 0 | 0 | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 |
| 7:15 AM | 0 | 11 | 0 | 0 | 0 | 6 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 19 |
| 7:30 AM | 0 | 17 | 0 | 0 | 0 | 5 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 24 |
| 7:45 AM | 0 | 15 | 0 | 0 | 0 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 35 |
| 8:00 AM | 0 | 11 | 0 | 0 | 0 | 5 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 17 |
| 8:15 AM | 0 | 12 | 0 | 0 | 0 | 6 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 20 |
| 8:30 AM | 0 | 10 | 0 | 0 | 0 | 10 | 2 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 23 |
| 8:45 AM | 0 | 10 | 0 | 0 | 0 | 11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 21 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 0 | 93 | 0 | 0 | 0 | 72 | 4 | 0 | 0 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 175 |
| **APPROACH %'s :** | 0.00% | 100.00% | 0.00% | 0.00% | 0.00% | 94.74% | 5.26% | 0.00% | 0.00% | 0.00% | 100.00% | 0.00% | | | | | |
| **PEAK HR :** | **07:00 AM - 08:00 AM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 50 | 0 | 0 | 0 | 40 | 1 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 94 |
| **PEAK HR FACTOR :** | 0.000 | 0.735 | 0.000 | 0.000 | 0.000 | 0.500 | 0.250 | 0.000 | 0.000 | 0.000 | 0.375 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.671 |
| | | 0.735 | | | | 0.513 | | | | 0.375 | | | | | | | |

| PM | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 4:00 PM | 1 | 6 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 |
| 4:15 PM | 0 | 15 | 0 | 0 | 0 | 11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 26 |
| 4:30 PM | 1 | 14 | 0 | 0 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20 |
| 4:45 PM | 0 | 8 | 0 | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15 |
| 5:00 PM | 0 | 7 | 0 | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 15 |
| 5:15 PM | 0 | 4 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 |
| 5:30 PM | 0 | 4 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 |
| 5:45 PM | 0 | 3 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 2 | 61 | 0 | 0 | 0 | 48 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 112 |
| **APPROACH %'s :** | 3.17% | 96.83% | 0.00% | 0.00% | 0.00% | 100.00% | 0.00% | 0.00% | 0.00% | 0.00% | 100.00% | 0.00% | | | | | |
| **PEAK HR :** | **04:45 PM - 05:45 PM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 23 | 0 | 0 | 0 | 24 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 48 |
| **PEAK HR FACTOR :** | 0.000 | 0.719 | 0.000 | 0.000 | 0.000 | 0.750 | 0.000 | 0.000 | 0.000 | 0.000 | 0.250 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.800 |
| | | 0.719 | | | | 0.750 | | | | 0.250 | | | | | | | |

National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** Kathleen Rd & 7-Eleven S Dwy
**City:** Lakeland
**Control:** 1-Way Stop(EB)

**Project ID:** 25-120434-002
**Date:** 9/9/2025

## Data - Bikes

| NS/EW Streets: | Kathleen Rd | | | | Kathleen Rd | | | | 7-Eleven S Dwy | | | | 7-Eleven S Dwy | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 7:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **APPROACH %'s :** | | | | | | | | | | | | | | | | | |
| **PEAK HR :** | 07:00 AM - 08:00 AM | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **PEAK HR FACTOR :** | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | |

| **PM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 4:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4:15 PM | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| 4:30 PM | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 4:45 PM | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 5:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:15 PM | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 5:30 PM | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 5:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 0 | 4 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 |
| **APPROACH %'s :** | 0.00% | 100.00% | 0.00% | 0.00% | 0.00% | 100.00% | 0.00% | 0.00% | | | | | | | | | |
| **PEAK HR :** | 04:45 PM - 05:45 PM | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 2 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| **PEAK HR FACTOR :** | 0.000 | 0.500 | 0.000 | 0.000 | 0.000 | 0.250 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.750 |
| | | 0.500 | | | | 0.250 | | | | | | | | | | | |

National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** Kathleen Rd & 7-Eleven S Dwy
**City:** Lakeland

**Project ID:** 25-120434-002
**Date:** 9/9/2025

## Data - Pedestrians (Crosswalks)

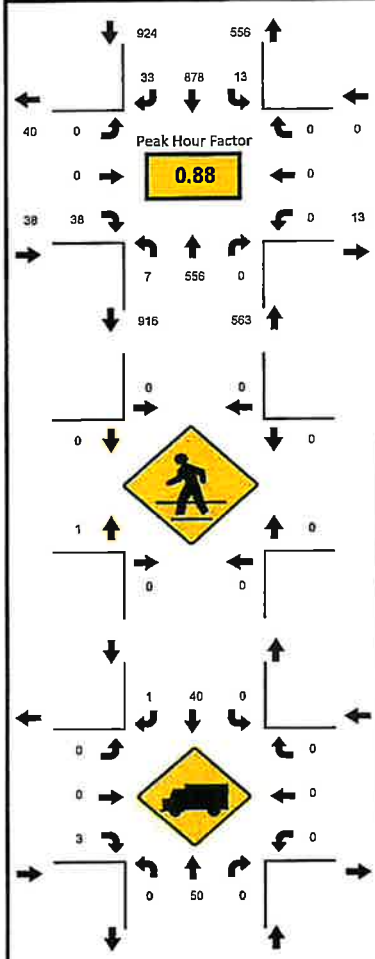
| NS/EW Streets: | Kathleen Rd | | Kathleen Rd | | 7-Eleven S Dwy | | 7-Eleven S Dwy | | |
|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTH LEG | | SOUTH LEG | | EAST LEG | | WEST LEG | | |
| | EB | WB | EB | WB | NB | SB | NB | SB | TOTAL |
| 7:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 |
| 7:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | EB | WB | EB | WB | NB | SB | NB | SB | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 |
| **APPROACH %'s :** | | | | | | | 100.00% | 0.00% | |
| **PEAK HR :** | **07:00 AM - 08:00 AM** | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 |
| **PEAK HR FACTOR :** | | | | | | | 0.250 | | 0.250 |
| | | | | | | | 0.250 | | |

| PM | NORTH LEG | | SOUTH LEG | | EAST LEG | | WEST LEG | | |
|---|---|---|---|---|---|---|---|---|---|
| | EB | WB | EB | WB | NB | SB | NB | SB | TOTAL |
| 4:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 |
| 5:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | EB | WB | EB | WB | NB | SB | NB | SB | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 |
| **APPROACH %'s :** | | | | | | | 100.00% | 0.00% | |
| **PEAK HR :** | **04:45 PM - 05:45 PM** | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 |
| **PEAK HR FACTOR :** | | | | | | | 0.250 | | 0.250 |
| | | | | | | | 0.250 | | |

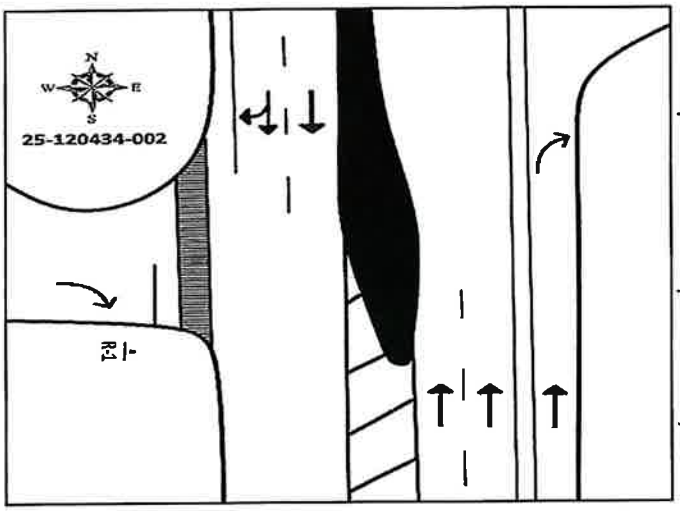
**LOCATION:** Kathleen Rd & 7-Eleven S Dwy
**CITY/STATE:** Lakeland, FL

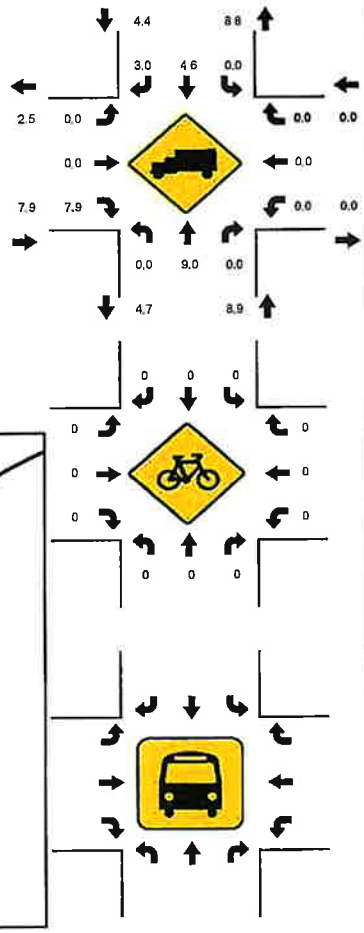
**PROJECT ID:** 25-120434-002
**DATE:** Tue, Sep 09, 2025

**Peak-Hour: 07:00 AM - 08:00 AM**
**Peak 15-Minute: 07:15 AM - 07:30 AM**




National Data & Surveying Services



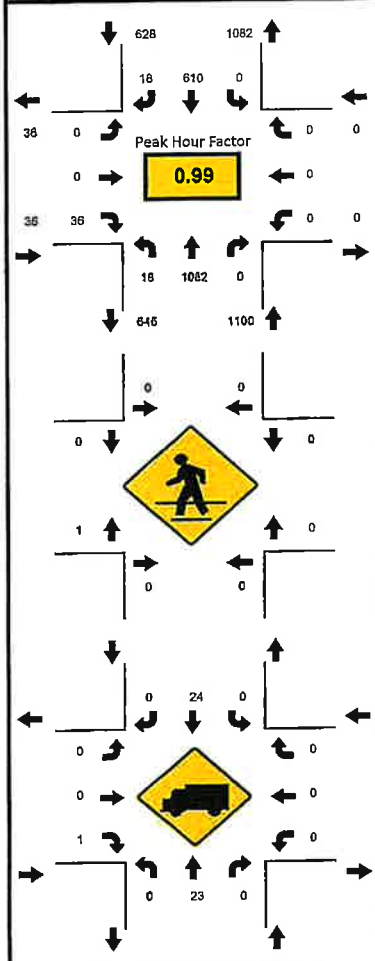

| 15-Min Count Period Beginning At | Kathleen Rd Northbound | | | | | Kathleen Rd Southbound | | | | | 7-Eleven S Dwy Eastbound | | | | | 7-Eleven S Dwy Westbound | | | | | Total | Hourly Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| 7:00 AM | 0 | 93 | 0 | 0 | | 0 | 232 | 3 | 0 | | 0 | 0 | 5 | 0 | | 0 | 0 | 0 | 0 | | 333 | 1525 |
| 7:15 AM | 3 | 128 | 0 | 0 | | 0 | 264 | 16 | 6 | | 0 | 0 | 14 | 0 | | 0 | 0 | 0 | 0 | | 431 | 1495 |
| 7:30 AM | 1 | 199 | 0 | 0 | | 0 | 202 | 9 | 7 | | 0 | 0 | 5 | 0 | | 0 | 0 | 0 | 0 | | 423 | 1340 |
| 7:45 AM | 3 | 136 | 0 | 0 | | 0 | 180 | 5 | 0 | | 0 | 0 | 14 | 0 | | 0 | 0 | 0 | 0 | | 338 | 1171 |
| 8:00 AM | 6 | 126 | 0 | 0 | | 0 | 163 | 5 | 0 | | 0 | 0 | 3 | 0 | | 0 | 0 | 0 | 0 | | 303 | 1092 |
| 8:15 AM | 2 | 126 | 0 | 0 | | 0 | 129 | 7 | 0 | | 0 | 0 | 12 | 0 | | 0 | 0 | 0 | 0 | | 276 | 789 |
| 8:30 AM | 1 | 100 | 0 | 0 | | 0 | 135 | 8 | 1 | | 0 | 0 | 9 | 0 | | 0 | 0 | 0 | 0 | | 254 | 513 |
| 8:45 AM | 4 | 108 | 0 | 0 | | 0 | 131 | 6 | 1 | | 0 | 0 | 9 | 0 | | 0 | 0 | 0 | 0 | | 259 | 259 |

| Peak 15-Min Flowrates | Northbound | | | | | Southbound | | | | | Eastbound | | | | | Westbound | | | | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | |
| All Vehicles | 12 | 796 | 0 | 0 | | 0 | 1056 | 64 | 28 | | 0 | 0 | 56 | 0 | | 0 | 0 | 0 | 0 | | 2012 |
| Heavy Trucks | 0 | 68 | 0 | 0 | | 0 | 80 | 4 | 0 | | 0 | 0 | 8 | 0 | | 0 | 0 | 0 | 0 | | 160 |
| Pedestrians | | 0 | | | | | 0 | | | | | 4 | | | | | 0 | | | | 4 |
| Bicycles | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 |
| Buses | | | | | | | | | | | | | | | | | | | | | 0 |
| Stopped Buses | | | | | | | | | | | | | | | | | | | | | |

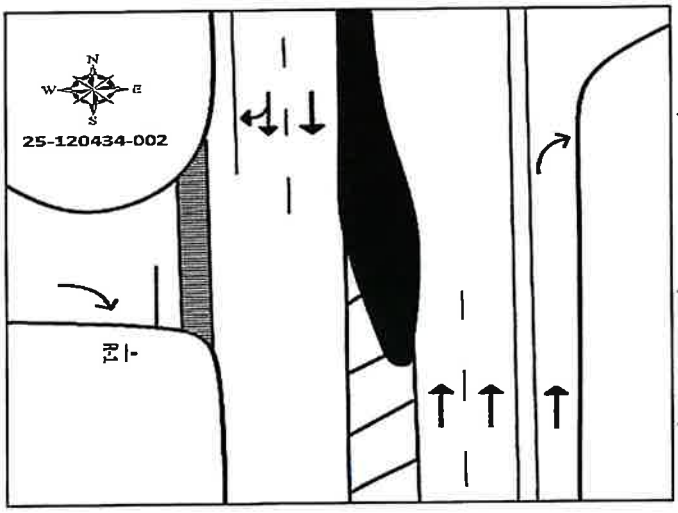
**LOCATION:** Kathleen Rd & 7-Eleven S Dwy
**CITY/STATE:** Lakeland, FL

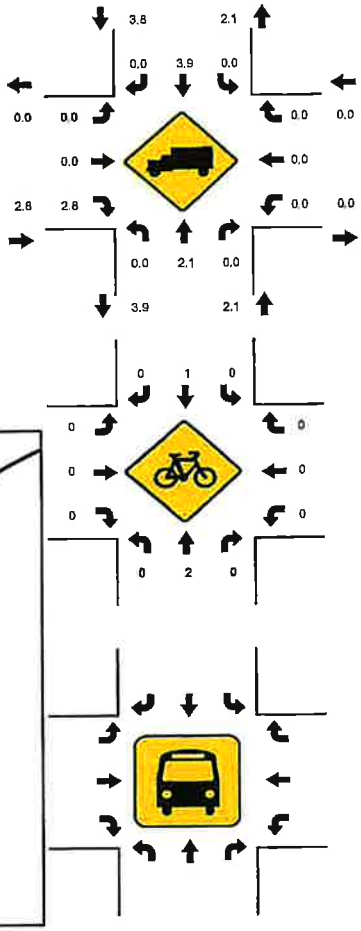
**PROJECT ID:** 25-120434-002
**DATE:** Tue, Sep 09, 2025

**Peak-Hour: 04:45 PM - 05:45 PM**
**Peak 15-Minute: 05:15 PM - 05:30 PM**




National Data & Surveying Services




| 15-Min Count Period Beginning At | Kathleen Rd Northbound | | | | | Kathleen Rd Southbound | | | | | 7-Eleven S Dwy Eastbound | | | | | 7-Eleven S Dwy Westbound | | | | | Total | Hourly Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| 4:00 PM | 4 | 260 | 0 | 0 | | 0 | 154 | 6 | 0 | | 0 | 0 | 8 | 0 | | 0 | 0 | 0 | 0 | | 432 | 1723 |
| 4:15 PM | 5 | 253 | 0 | 0 | | 0 | 149 | 2 | 0 | | 0 | 0 | 5 | 0 | | 0 | 0 | 0 | 0 | | 414 | 1721 |
| 4:30 PM | 6 | 281 | 0 | 0 | | 0 | 133 | 8 | 0 | | 0 | 0 | 7 | 0 | | 0 | 0 | 0 | 0 | | 435 | 1754 |
| 4:45 PM | 7 | 252 | 0 | 0 | | 0 | 165 | 5 | 0 | | 0 | 0 | 13 | 0 | | 0 | 0 | 0 | 0 | | 442 | 1764 |
| 5:00 PM | 3 | 255 | 0 | 0 | | 0 | 152 | 8 | 0 | | 0 | 0 | 12 | 0 | | 0 | 0 | 0 | 0 | | 430 | 1730 |
| 5:15 PM | 4 | 300 | 0 | 0 | | 0 | 138 | 1 | 0 | | 0 | 0 | 4 | 0 | | 0 | 0 | 0 | 0 | | 447 | 1300 |
| 5:30 PM | 4 | 275 | 0 | 0 | | 0 | 155 | 4 | 0 | | 0 | 0 | 7 | 0 | | 0 | 0 | 0 | 0 | | 445 | 853 |
| 5:45 PM | 6 | 231 | 0 | 0 | | 0 | 155 | 9 | 0 | | 0 | 0 | 7 | 0 | | 0 | 0 | 0 | 0 | | 408 | 408 |

| Peak 15-Min Flowrates | Northbound | | | | | Southbound | | | | | Eastbound | | | | | Westbound | | | | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | |
| All Vehicles | 28 | 1200 | 0 | 0 | | 0 | 660 | 32 | 0 | | 0 | 0 | 52 | 0 | | 0 | 0 | 0 | 0 | | 1972 |
| Heavy Trucks | 0 | 32 | 0 | 0 | | 0 | 32 | 0 | 0 | | 0 | 0 | 4 | 0 | | 0 | 0 | 0 | 0 | | 68 |
| Pedestrians | | 0 | | | | | 0 | | | | | 4 | | | | | 0 | | | | 4 |
| Bicycles | 0 | 4 | 0 | 0 | | 0 | 4 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 8 |
| Buses | | | | | | | | | | | | | | | | | | | | | 0 |
| Stopped Buses | | | | | | | | | | | | | | | | | | | | | |

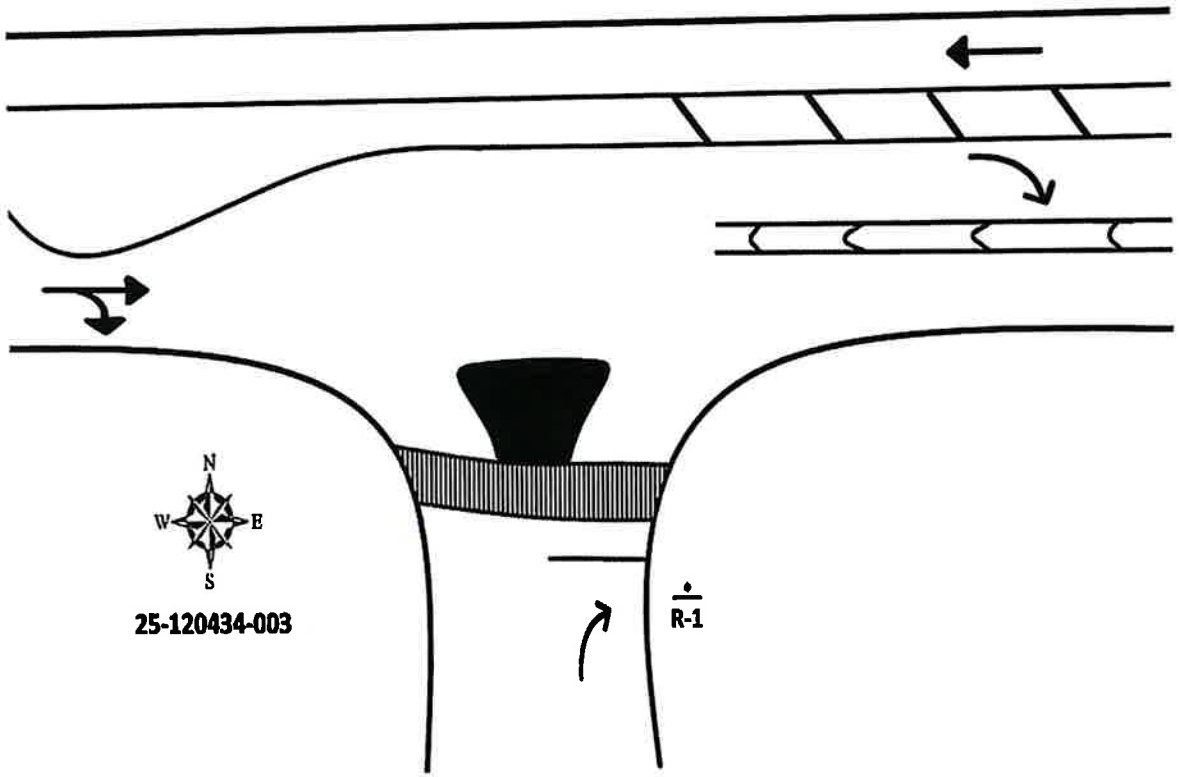
National Data & Surveying Services

| | |
|---|---|
| Site Code: | **25-120434-003** |
| Date: | **09/09/2025** |
| Weather: | **Sunny** |
| City: | **Lakeland** |
| County: | **Polk** |
| Count Times: | **07:00 - 09:00** |
| | **16:00 - 18:00** |
| Control: | **1-Way Stop(NB)** |

N

N/S Street: **7-Eleven N Dwy**

Speed: **N/A**




E/W Street: **Duff Rd**

Speed: **30/40 MPH**

Prepared by National Data & Surveying Services

# 7-Eleven N Dwy & Duff Rd

## Peak Hour Turning Movement Count

**ID:** 25-120434-003
**City:** Lakeland

**Day:** Tuesday
**Date:** 9/9/2025

| PEAK HOURS | COUNT PERIODS |
|---|---|
| 07:15 AM - 08:15 AM | 7:00 AM - 09:00 AM |
| NONE | NONE |
| 04:45 PM - 05:45 PM | 4:00 PM - 06:00 PM |

### SOUTHBOUND (7-Eleven N Dwy)

| | | | | | | |
|---|---|---|---|---|---|---|
| AM | 0 | 0 | 0 | 0 | 0 | AM |
| NOON | 0 | 0 | 0 | 0 | 0 | NOON |
| PM | 0 | 0 | 0 | 0 | 0 | PM |

### EASTBOUND (Duff Rd)

| AM | NOON | PM | |
|---|---|---|---|
| 133 | 0 | 233 | ⇦ |
| 0 | 0 | 0 | 0 ↶ |
| 0 | 0 | 0 | 0 ↱ |
| 66 | 0 | 124 | 0 → |
| 9 | 0 | 18 | 0 ↴ |
| AM | NOON | PM | |

### WESTBOUND (Duff Rd)

| PM | NOON | AM | |
|---|---|---|---|
| 0 | 0 | 0 | 0 ↰ |
| 232 | 0 | 127 | 0 ← |
| 15 | 0 | 19 | 0 ↶ |
| 0 | 0 | 0 | 0 ↶ |
| 155 | 0 | 90 | ⇨ |
| PM | NOON | AM | |

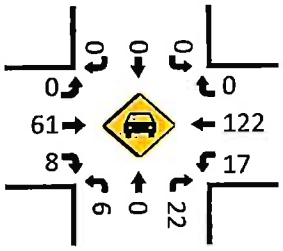
**CONTROL:** 1-Way Stop(NB)

| | AM | NOON | PM |
|---|---|---|---|
| TEV | 251 | 0 | 421 |
| PHF | 0.76 | | 0.96 |

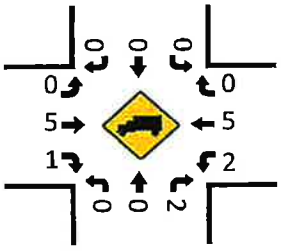
### NORTHBOUND (7-Eleven N Dwy)

| | | | | | | |
|---|---|---|---|---|---|---|
| PM | 33 | 0 | 1 | 0 | 31 | PM |
| NOON | 0 | 0 | 0 | 0 | 0 | NOON |
| AM | 28 | 0 | 6 | 0 | 24 | AM |

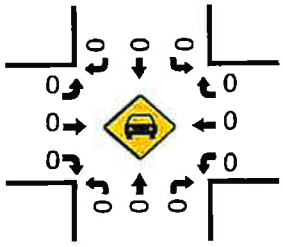
Cars (AM)



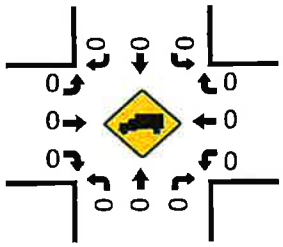

HT (AM)



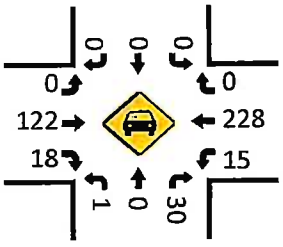

Cars (NOON)



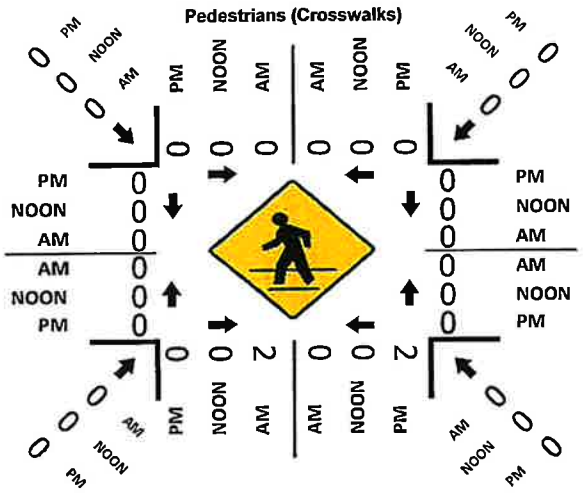

HT (NOON)



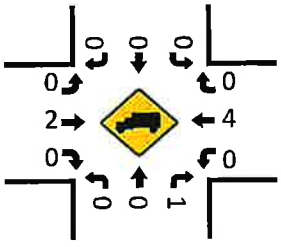

Cars (PM)




Pedestrians (Crosswalks)




HT (PM)



## National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** 7-Eleven N Dwy & Duff Rd
**City:** Lakeland
**Control:** 1-Way Stop(NB)

**Project ID:** 25-120434-003
**Date:** 9/9/2025

### Data - Total

| NS/EW Streets: | 7-Eleven N Dwy | | | | 7-Eleven N Dwy | | | | Duff Rd | | | | Duff Rd | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 7:00 AM | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 15 | 2 | 0 | 2 | 12 | 0 | 0 | 34 |
| 7:15 AM | 2 | 0 | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 21 | 2 | 0 | 4 | 21 | 0 | 0 | 59 |
| 7:30 AM | 2 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 17 | 2 | 0 | 6 | 50 | 0 | 0 | 83 |
| 7:45 AM | 1 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | 4 | 0 | 6 | 27 | 0 | 0 | 55 |
| 8:00 AM | 1 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 15 | 1 | 0 | 3 | 29 | 0 | 0 | 54 |
| 8:15 AM | 1 | 0 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | 3 | 0 | 4 | 26 | 0 | 0 | 54 |
| 8:30 AM | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 15 | 4 | 0 | 5 | 19 | 0 | 0 | 47 |
| 8:45 AM | 0 | 0 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | 3 | 0 | 5 | 28 | 0 | 0 | 60 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 7 | 0 | 48 | 0 | 0 | 0 | 0 | 0 | 0 | 123 | 21 | 0 | 35 | 212 | 0 | 0 | 446 |
| **APPROACH %'s :** | 12.73% | 0.00% | 87.27% | 0.00% | | | | | 0.00% | 85.42% | 14.58% | 0.00% | 14.17% | 85.83% | 0.00% | 0.00% | |
| **PEAK HR :** | **07:15 AM - 08:15 AM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 6 | 0 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 66 | 9 | 0 | 19 | 127 | 0 | 0 | 251 |
| **PEAK HR FACTOR :** | 0.750 | 0.000 | 0.667 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.786 | 0.563 | 0.000 | 0.792 | 0.635 | 0.000 | 0.000 | 0.756 |
| | | | 0.682 | | | | | | | 0.815 | | | | 0.652 | | | |

| **PM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 4:00 PM | 0 | 0 | 13 | 0 | 0 | 0 | 0 | 0 | 0 | 27 | 7 | 0 | 6 | 52 | 0 | 0 | 105 |
| 4:15 PM | 2 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 26 | 6 | 0 | 3 | 54 | 0 | 1 | 100 |
| 4:30 PM | 0 | 0 | 15 | 0 | 0 | 0 | 0 | 0 | 0 | 28 | 5 | 0 | 5 | 54 | 0 | 0 | 107 |
| 4:45 PM | 0 | 0 | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 31 | 4 | 0 | 3 | 57 | 0 | 0 | 104 |
| 5:00 PM | 1 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 26 | 6 | 0 | 3 | 66 | 0 | 0 | 110 |
| 5:15 PM | 0 | 0 | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 31 | 4 | 0 | 6 | 50 | 0 | 0 | 100 |
| 5:30 PM | 0 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 36 | 4 | 0 | 3 | 59 | 0 | 0 | 107 |
| 5:45 PM | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 31 | 1 | 0 | 3 | 40 | 0 | 0 | 83 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 3 | 0 | 75 | 0 | 0 | 0 | 0 | 0 | 0 | 236 | 37 | 0 | 32 | 432 | 0 | 1 | 816 |
| **APPROACH %'s :** | 3.85% | 0.00% | 96.15% | 0.00% | | | | | 0.00% | 86.45% | 13.55% | 0.00% | 6.88% | 92.90% | 0.00% | 0.22% | |
| **PEAK HR :** | **04:45 PM - 05:45 PM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 1 | 0 | 31 | 0 | 0 | 0 | 0 | 0 | 0 | 124 | 18 | 0 | 15 | 232 | 0 | 0 | 421 |
| **PEAK HR FACTOR :** | 0.250 | 0.000 | 0.861 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.861 | 0.750 | 0.000 | 0.625 | 0.879 | 0.000 | 0.000 | 0.957 |
| | | | 0.889 | | | | | | | 0.888 | | | | 0.895 | | | |

National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** 7-Eleven N Dwy & Duff Rd
**City:** Lakeland
**Control:** 1-Way Stop(NB)

**Project ID:** 25-120434-003
**Date:** 9/9/2025

## Data - Cars

| NS/EW Streets: | 7-Eleven N Dwy | | | | 7-Eleven N Dwy | | | | Duff Rd | | | | Duff Rd | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 7:00 AM | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | 2 | 0 | 2 | 9 | 0 | 0 | 29 |
| 7:15 AM | 2 | 0 | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 20 | 2 | 0 | 3 | 21 | 0 | 0 | 57 |
| 7:30 AM | 2 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 15 | 1 | 0 | 5 | 47 | 0 | 0 | 75 |
| 7:45 AM | 1 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | 4 | 0 | 6 | 25 | 0 | 0 | 52 |
| 8:00 AM | 1 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | 1 | 0 | 3 | 29 | 0 | 0 | 52 |
| 8:15 AM | 1 | 0 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 3 | 0 | 4 | 25 | 0 | 0 | 52 |
| 8:30 AM | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | 4 | 0 | 4 | 17 | 0 | 0 | 42 |
| 8:45 AM | 0 | 0 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 2 | 0 | 5 | 26 | 0 | 0 | 55 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 7 | 0 | 45 | 0 | 0 | 0 | 0 | 0 | 0 | 112 | 19 | 0 | 32 | 199 | 0 | 0 | 414 |
| **APPROACH %'s :** | 13.46% | 0.00% | 86.54% | 0.00% | | | | | 0.00% | 85.50% | 14.50% | 0.00% | 13.85% | 86.15% | 0.00% | 0.00% | |
| **PEAK HR :** | 07:15 AM - 08:15 AM | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 6 | 0 | 22 | 0 | 0 | 0 | 0 | 0 | 0 | 61 | 8 | 0 | 17 | 122 | 0 | 0 | 236 |
| **PEAK HR FACTOR :** | 0.750 | 0.000 | 0.611 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.763 | 0.500 | 0.000 | 0.708 | 0.649 | 0.000 | 0.000 | 0.787 |
| | 0.636 | | | | | | | | 0.784 | | | | 0.668 | | | | |

| PM | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 4:00 PM | 0 | 0 | 13 | 0 | 0 | 0 | 0 | 0 | 0 | 25 | 7 | 0 | 6 | 52 | 0 | 0 | 103 |
| 4:15 PM | 2 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 25 | 6 | 0 | 3 | 53 | 0 | 1 | 98 |
| 4:30 PM | 0 | 0 | 14 | 0 | 0 | 0 | 0 | 0 | 0 | 27 | 5 | 0 | 5 | 50 | 0 | 0 | 101 |
| 4:45 PM | 0 | 0 | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 30 | 4 | 0 | 3 | 56 | 0 | 0 | 102 |
| 5:00 PM | 1 | 0 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 26 | 6 | 0 | 3 | 65 | 0 | 0 | 108 |
| 5:15 PM | 0 | 0 | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 31 | 4 | 0 | 6 | 48 | 0 | 0 | 98 |
| 5:30 PM | 0 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 35 | 4 | 0 | 3 | 59 | 0 | 0 | 106 |
| 5:45 PM | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 31 | 1 | 0 | 3 | 40 | 0 | 0 | 83 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 3 | 0 | 73 | 0 | 0 | 0 | 0 | 0 | 0 | 230 | 37 | 0 | 32 | 423 | 0 | 1 | 799 |
| **APPROACH %'s :** | 3.95% | 0.00% | 96.05% | 0.00% | | | | | 0.00% | 86.14% | 13.86% | 0.00% | 7.02% | 92.76% | 0.00% | 0.22% | |
| **PEAK HR :** | 04:45 PM - 05:45 PM | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 1 | 0 | 30 | 0 | 0 | 0 | 0 | 0 | 0 | 122 | 18 | 0 | 15 | 228 | 0 | 0 | 414 |
| **PEAK HR FACTOR :** | 0.250 | 0.000 | 0.833 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.871 | 0.750 | 0.000 | 0.625 | 0.877 | 0.000 | 0.000 | 0.958 |
| | 0.861 | | | | | | | | 0.897 | | | | 0.893 | | | | |

National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** 7-Eleven N Dwy & Duff Rd
**City:** Lakeland
**Control:** 1-Way Stop(NB)

**Project ID:** 25-120434-003
**Date:** 9/9/2025

## Data - HT

| NS/EW Streets: | 7-Eleven N Dwy | | | | 7-Eleven N Dwy | | | | Duff Rd | | | | Duff Rd | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 7:00 AM | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 3 | 0 | 0 | 5 |
| 7:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 2 |
| 7:30 AM | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 1 | 0 | 1 | 3 | 0 | 0 | 8 |
| 7:45 AM | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 3 |
| 8:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| 8:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 2 |
| 8:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 1 | 2 | 0 | 0 | 5 |
| 8:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 1 | 0 | 0 | 2 | 0 | 0 | 5 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | 2 | 0 | 3 | 13 | 0 | 0 | 32 |
| **APPROACH %'s :** | 0.00% | 0.00% | 100.00% | 0.00% | | | | | 0.00% | 84.62% | 15.38% | 0.00% | 18.75% | 81.25% | 0.00% | 0.00% | |
| **PEAK HR :** | 07:15 AM - 08:15 AM | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 1 | 0 | 2 | 5 | 0 | 0 | 15 |
| **PEAK HR FACTOR :** | 0.000 | 0.000 | 0.500 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.625 | 0.250 | 0.000 | 0.500 | 0.417 | 0.000 | 0.000 | 0.469 |
| | 0.500 | | | | | | | | 0.500 | | | | 0.438 | | | | |

| PM | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 4:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| 4:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 2 |
| 4:30 PM | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 4 | 0 | 0 | 6 |
| 4:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 2 |
| 5:00 PM | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 2 |
| 5:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 |
| 5:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 5:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 0 | 0 | 9 | 0 | 0 | 17 |
| **APPROACH %'s :** | 0.00% | 0.00% | 100.00% | 0.00% | | | | | 0.00% | 100.00% | 0.00% | 0.00% | 0.00% | 100.00% | 0.00% | 0.00% | |
| **PEAK HR :** | 04:45 PM - 05:45 PM | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 4 | 0 | 0 | 7 |
| **PEAK HR FACTOR :** | 0.000 | 0.000 | 0.250 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.500 | 0.000 | 0.000 | 0.000 | 0.500 | 0.000 | 0.000 | 0.875 |
| | 0.250 | | | | | | | | 0.500 | | | | 0.500 | | | | |

National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** 7-Eleven N Dwy & Duff Rd
**City:** Lakeland
**Control:** 1-Way Stop(NB)

**Project ID:** 25-120434-003
**Date:** 9/9/2025

## Data - Bikes

| NS/EW Streets: | 7-Eleven N Dwy | | | | 7-Eleven N Dwy | | | | Duff Rd | | | | Duff Rd | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 7:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| 7:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 7:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:45 AM | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 2 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 1 | 0 | 0 | 4 |
| **APPROACH %'s :** | 100.00% | 0.00% | 0.00% | 0.00% | | | | | 0.00% | 50.00% | 50.00% | 0.00% | 0.00% | 100.00% | 0.00% | 0.00% | |
| **PEAK HR :** | 07:15 AM - 08:15 AM | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 2 |
| **PEAK HR FACTOR :** | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.250 | 0.000 | 0.000 | 0.000 | 0.250 | 0.000 | 0.000 | 0.500 |
| | | | | | | | | | 0.250 | | | | 0.250 | | | | |

| **PM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 4:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **APPROACH %'s :** | | | | | | | | | | | | | | | | | |
| **PEAK HR :** | 04:45 PM - 05:45 PM | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **PEAK HR FACTOR :** | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | |

National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** 7-Eleven N Dwy & Duff Rd
**City:** Lakeland

**Project ID:** 25-120434-003
**Date:** 9/9/2025

## Data - Pedestrians (Crosswalks)

| NS/EW Streets: | 7-Eleven N Dwy | | 7-Eleven N Dwy | | Duff Rd | | Duff Rd | | |
|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTH LEG | | SOUTH LEG | | EAST LEG | | WEST LEG | | |
| | EB | WB | EB | WB | NB | SB | NB | SB | TOTAL |
| 7:00 AM | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| 7:15 AM | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| 7:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:00 AM | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| 8:15 AM | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| 8:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | EB | WB | EB | WB | NB | SB | NB | SB | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 2 | 1 | 0 | 1 | 0 | 0 | 4 |
| **APPROACH %'s :** | | | 66.67% | 33.33% | 0.00% | 100.00% | | | |
| **PEAK HR :** | **07:15 AM - 08:15 AM** | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| **PEAK HR FACTOR :** | | | 0.500 | | | | | | 0.500 |
| | | | 0.500 | | | | | | |

| PM | NORTH LEG | | SOUTH LEG | | EAST LEG | | WEST LEG | | |
|---|---|---|---|---|---|---|---|---|---|
| | EB | WB | EB | WB | NB | SB | NB | SB | TOTAL |
| 4:00 PM | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| 4:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4:30 PM | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| 4:45 PM | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| 5:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:15 PM | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| 5:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | EB | WB | EB | WB | NB | SB | NB | SB | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 1 | 3 | 0 | 0 | 0 | 0 | 4 |
| **APPROACH %'s :** | | | 25.00% | 75.00% | | | | | |
| **PEAK HR :** | **04:45 PM - 05:45 PM** | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| **PEAK HR FACTOR :** | | | | 0.500 | | | | | 0.500 |
| | | | 0.500 | | | | | | |

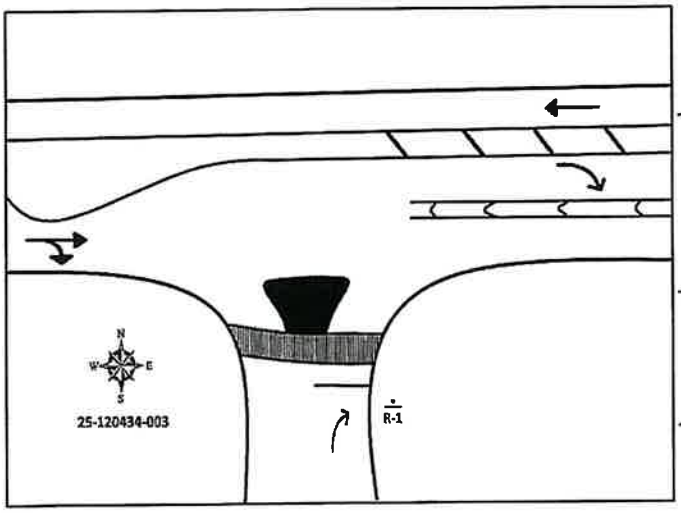
LOCATION: 7-Eleven N Dwy & Duff Rd
CITY/STATE: Lakeland, FL

PROJECT ID: 25-120434-003
DATE: Tue, Sep 09, 2025

Peak-Hour: 07:15 AM - 08:15 AM
Peak 15-Minute: 07:30 AM - 07:45 AM

Peak Hour Factor: 0.76

National Data & Surveying Services



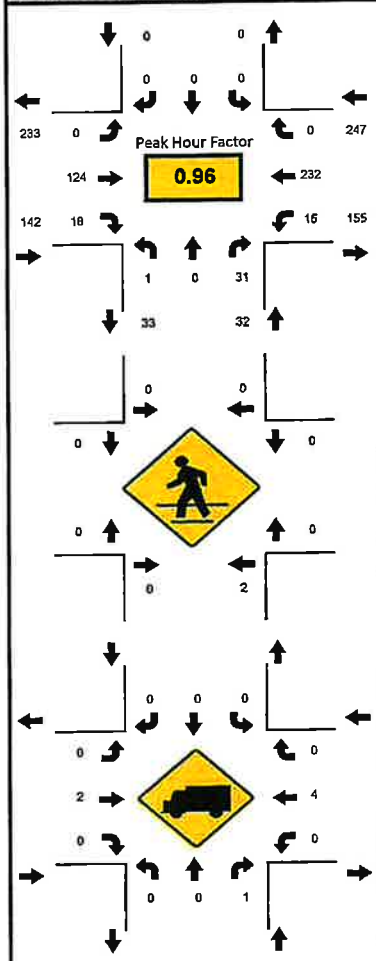

| 15-Min Count Period Beginning At | 7-Eleven N Dwy Northbound | | | | | 7-Eleven N Dwy Southbound | | | | | Duff Rd Eastbound | | | | | Duff Rd Westbound | | | | | Total | Hourly Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| 7:00 AM | 0 | 0 | 3 | 0 | | 0 | 0 | 0 | 0 | | 0 | 15 | 2 | 0 | | 2 | 12 | 0 | 0 | | 34 | 231 |
| 7:15 AM | 2 | 0 | 9 | 0 | | 0 | 0 | 0 | 0 | | 0 | 21 | 2 | 0 | | 4 | 21 | 0 | 0 | | 59 | 251 |
| 7:30 AM | 2 | 0 | 6 | 0 | | 0 | 0 | 0 | 0 | | 0 | 17 | 2 | 0 | | 6 | 50 | 0 | 0 | | 83 | 246 |
| 7:45 AM | 1 | 0 | 4 | 0 | | 0 | 0 | 0 | 0 | | 0 | 13 | 4 | 0 | | 6 | 27 | 0 | 0 | | 55 | 210 |
| 8:00 AM | 1 | 0 | 5 | 0 | | 0 | 0 | 0 | 0 | | 0 | 15 | 1 | 0 | | 3 | 29 | 0 | 0 | | 54 | 215 |
| 8:15 AM | 1 | 0 | 7 | 0 | | 0 | 0 | 0 | 0 | | 0 | 13 | 3 | 0 | | 4 | 26 | 0 | 0 | | 54 | 161 |
| 8:30 AM | 0 | 0 | 4 | 0 | | 0 | 0 | 0 | 0 | | 0 | 15 | 4 | 0 | | 5 | 19 | 0 | 0 | | 47 | 107 |
| 8:45 AM | 0 | 0 | 10 | 0 | | 0 | 0 | 0 | 0 | | 0 | 14 | 3 | 0 | | 5 | 28 | 0 | 0 | | 60 | 60 |

| Peak 15-Min Flowrates | Northbound | | | | | Southbound | | | | | Eastbound | | | | | Westbound | | | | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | |
| All Vehicles | 8 | 0 | 36 | 0 | | 0 | 0 | 0 | 0 | | 0 | 84 | 16 | 0 | | 24 | 200 | 0 | 0 | | 368 |
| Heavy Trucks | 0 | 0 | 4 | 0 | | 0 | 0 | 0 | 0 | | 0 | 8 | 4 | 0 | | 4 | 12 | 0 | 0 | | 32 |
| Pedestrians | | 4 | | | | | 0 | | | | | 0 | | | | | 0 | | | | 4 |
| Bicycles | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 4 | 0 | 0 | | 0 | 4 | 0 | 0 | | 8 |
| Buses | | | | | | | | | | | | | | | | | | | | | 0 |
| Stopped Buses | | | | | | | | | | | | | | | | | | | | | |

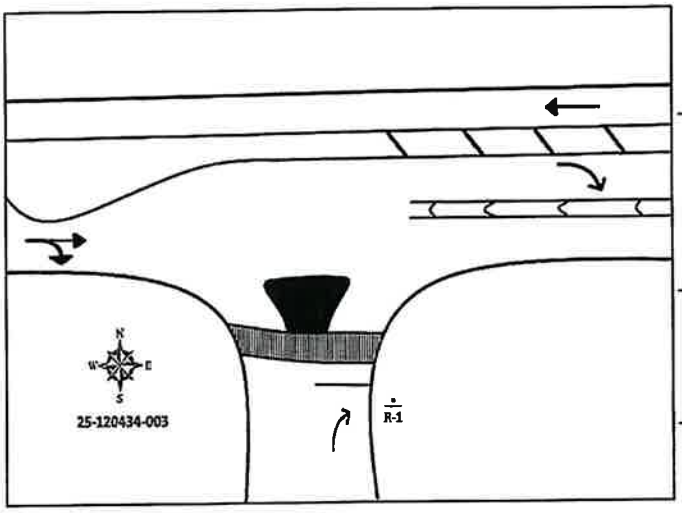
LOCATION: 7-Eleven N Dwy & Duff Rd
CITY/STATE: Lakeland, FL

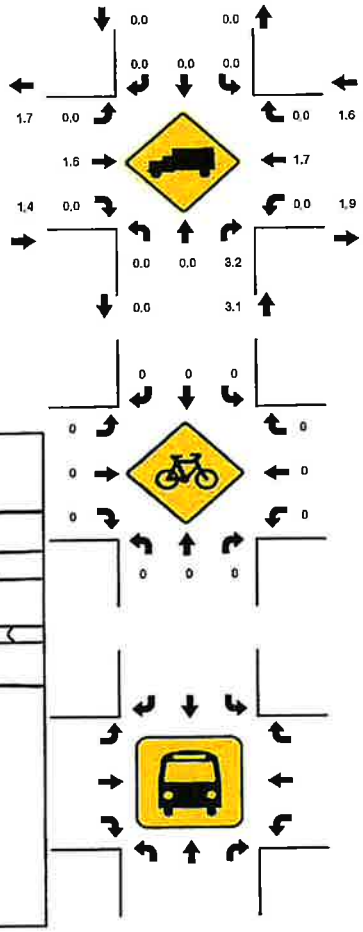
PROJECT ID: 25-120434-003
DATE: Tue, Sep 09, 2025

Peak-Hour: 04:45 PM - 05:45 PM
Peak 15-Minute: 05:00 PM - 05:15 PM




National Data & Surveying Services



| 15-Min Count Period Beginning At | 7-Eleven N Dwy Northbound | | | | | 7-Eleven N Dwy Southbound | | | | | Duff Rd Eastbound | | | | | Duff Rd Westbound | | | | | Total | Hourly Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| 4:00 PM | 0 | 0 | 13 | 0 | | 0 | 0 | 0 | 0 | | 0 | 27 | 7 | 0 | | 6 | 52 | 0 | 0 | | 105 | 416 |
| 4:15 PM | 2 | 0 | 8 | 0 | | 0 | 0 | 0 | 0 | | 0 | 26 | 6 | 0 | | 3 | 54 | 0 | 1 | | 100 | 421 |
| 4:30 PM | 0 | 0 | 15 | 0 | | 0 | 0 | 0 | 0 | | 0 | 28 | 5 | 0 | | 5 | 54 | 0 | 0 | | 107 | 421 |
| 4:45 PM | 0 | 0 | 9 | 0 | | 0 | 0 | 0 | 0 | | 0 | 31 | 4 | 0 | | 3 | 57 | 0 | 0 | | 104 | 421 |
| 5:00 PM | 1 | 0 | 8 | 0 | | 0 | 0 | 0 | 0 | | 0 | 26 | 6 | 0 | | 3 | 66 | 0 | 0 | | 110 | 400 |
| 5:15 PM | 0 | 0 | 9 | 0 | | 0 | 0 | 0 | 0 | | 0 | 31 | 4 | 0 | | 6 | 50 | 0 | 0 | | 100 | 290 |
| 5:30 PM | 0 | 0 | 5 | 0 | | 0 | 0 | 0 | 0 | | 0 | 36 | 4 | 0 | | 3 | 59 | 0 | 0 | | 107 | 190 |
| 5:45 PM | 0 | 0 | 8 | 0 | | 0 | 0 | 0 | 0 | | 0 | 31 | 1 | 0 | | 3 | 40 | 0 | 0 | | 83 | 83 |
| **Peak 15-Min Flowrates** | **Northbound** | | | | | **Southbound** | | | | | **Eastbound** | | | | | **Westbound** | | | | | **Total** | |
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| All Vehicles | 4 | 0 | 36 | 0 | | 0 | 0 | 0 | 0 | | 0 | 144 | 24 | 0 | | 24 | 264 | 0 | 0 | | 496 | |
| Heavy Trucks | 0 | 0 | 4 | 0 | | 0 | 0 | 0 | 0 | | 0 | 4 | 0 | 0 | | 0 | 8 | 0 | 0 | | 16 | |
| Pedestrians | | 4 | | | | | 0 | | | | | 0 | | | | | 0 | | | | 4 | |
| Bicycles | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | |
| Buses | | | | | | | | | | | | | | | | | | | | | 0 | |
| Stopped Buses | | | | | | | | | | | | | | | | | | | | | | |

National Data & Surveying Services

| | |
|---|---|
| Site Code: | **25-120434-004** |
| Date: | **09/09/2025** |
| Weather: | **Sunny** |
| City: | **Lakeland** |
| County: | **Polk** |
| Count Times: | **07:00 - 09:00** |
| | **16:00 - 18:00** |
| Control: | **1-Way Stop(SB)** |

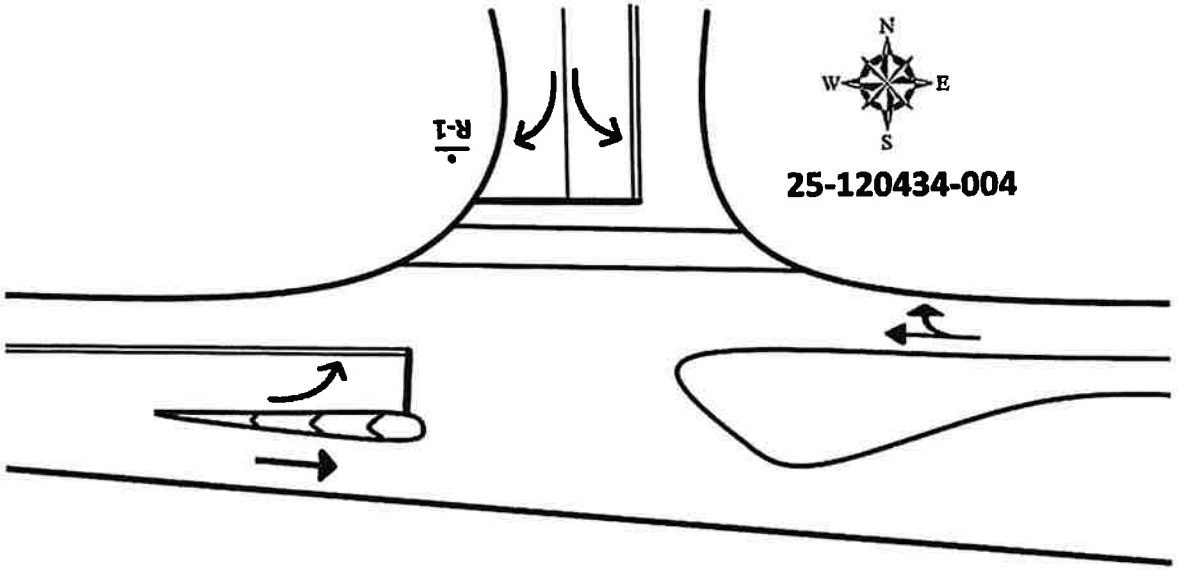
N↑

N/S Street: **Publix Super Market at Kathleen Square E Dwy**

Speed: **N/A**

E/W Street: **Duff Rd**

Speed: **30/40 MPH**



## National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** Publix Super Market at Kathleen Square E Dwy & Duff Rd
**City:** Lakeland
**Control:** 1-Way Stop(SB)

**Project ID:** 25-120434-004
**Date:** 9/9/2025

### Data - Total

| NS/EW Streets: | Publix Super Market at Kathleen Square E Dwy | | | | Publix Super Market at Kathleen Square E Dwy | | | | Duff Rd | | | | Duff Rd | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 7:00 AM | 0 | 0 | 0 | 0 | 6 | 0 | 1 | 0 | 1 | 10 | 0 | 0 | 0 | 8 | 4 | 0 | 30 |
| 7:15 AM | 0 | 0 | 0 | 0 | 5 | 0 | 0 | 0 | 1 | 18 | 0 | 0 | 0 | 19 | 4 | 0 | 47 |
| 7:30 AM | 0 | 0 | 0 | 0 | 5 | 0 | 3 | 0 | 0 | 14 | 0 | 0 | 0 | 38 | 14 | 0 | 74 |
| 7:45 AM | 0 | 0 | 0 | 0 | 4 | 0 | 4 | 0 | 0 | 13 | 0 | 0 | 0 | 19 | 9 | 0 | 49 |
| 8:00 AM | 0 | 0 | 0 | 0 | 6 | 0 | 1 | 0 | 2 | 10 | 0 | 0 | 0 | 15 | 15 | 0 | 49 |
| 8:15 AM | 0 | 0 | 0 | 0 | 5 | 0 | 1 | 0 | 1 | 11 | 0 | 0 | 0 | 11 | 14 | 0 | 43 |
| 8:30 AM | 0 | 0 | 0 | 0 | 9 | 0 | 1 | 0 | 1 | 10 | 0 | 0 | 0 | 14 | 7 | 0 | 42 |
| 8:45 AM | 0 | 0 | 0 | 0 | 7 | 0 | 2 | 0 | 1 | 12 | 0 | 0 | 0 | 12 | 16 | 0 | 50 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 0 | 0 | 47 | 0 | 13 | 0 | 7 | 98 | 0 | 0 | 0 | 136 | 83 | 0 | 384 |
| **APPROACH %'s :** | | | | | 78.33% | 0.00% | 21.67% | 0.00% | 6.67% | 93.33% | 0.00% | 0.00% | 0.00% | 62.10% | 37.90% | 0.00% | |
| **PEAK HR :** | **07:15 AM - 08:15 AM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 0 | 20 | 0 | 8 | 0 | 3 | 55 | 0 | 0 | 0 | 91 | 42 | 0 | 219 |
| **PEAK HR FACTOR :** | 0.000 | 0.000 | 0.000 | 0.000 | 0.833 | 0.000 | 0.500 | 0.000 | 0.375 | 0.764 | 0.000 | 0.000 | 0.000 | 0.599 | 0.700 | 0.000 | 0.740 |
| | | | | | 0.875 | | | | 0.763 | | | | 0.639 | | | | |

| **PM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 4:00 PM | 0 | 0 | 0 | 0 | 19 | 0 | 6 | 0 | 5 | 14 | 0 | 0 | 0 | 14 | 38 | 0 | 96 |
| 4:15 PM | 0 | 0 | 0 | 0 | 19 | 0 | 7 | 0 | 6 | 13 | 0 | 0 | 0 | 19 | 37 | 0 | 101 |
| 4:30 PM | 0 | 0 | 0 | 0 | 19 | 0 | 12 | 0 | 8 | 14 | 0 | 0 | 0 | 17 | 37 | 0 | 107 |
| 4:45 PM | 0 | 0 | 0 | 0 | 23 | 0 | 9 | 0 | 6 | 12 | 0 | 0 | 0 | 18 | 39 | 0 | 107 |
| 5:00 PM | 0 | 0 | 0 | 0 | 21 | 0 | 6 | 0 | 8 | 11 | 0 | 0 | 0 | 17 | 50 | 0 | 113 |
| 5:15 PM | 0 | 0 | 0 | 0 | 22 | 0 | 13 | 0 | 5 | 13 | 0 | 0 | 0 | 10 | 40 | 0 | 103 |
| 5:30 PM | 0 | 0 | 0 | 0 | 32 | 0 | 5 | 0 | 5 | 8 | 0 | 0 | 0 | 20 | 39 | 0 | 109 |
| 5:45 PM | 0 | 0 | 0 | 0 | 22 | 0 | 8 | 0 | 9 | 10 | 0 | 0 | 0 | 12 | 28 | 0 | 89 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 0 | 0 | 177 | 0 | 66 | 0 | 52 | 95 | 0 | 0 | 0 | 127 | 308 | 0 | 825 |
| **APPROACH %'s :** | | | | | 72.84% | 0.00% | 27.16% | 0.00% | 35.37% | 64.63% | 0.00% | 0.00% | 0.00% | 29.20% | 70.80% | 0.00% | |
| **PEAK HR :** | **04:45 PM - 05:45 PM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 0 | 98 | 0 | 33 | 0 | 24 | 44 | 0 | 0 | 0 | 65 | 168 | 0 | 432 |
| **PEAK HR FACTOR :** | 0.000 | 0.000 | 0.000 | 0.000 | 0.766 | 0.000 | 0.635 | 0.000 | 0.750 | 0.846 | 0.000 | 0.000 | 0.000 | 0.813 | 0.840 | 0.000 | 0.956 |
| | | | | | 0.885 | | | | 0.895 | | | | 0.869 | | | | |

National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** Publix Super Market at Kathleen Square E Dwy & Duff Rd
**City:** Lakeland
**Control:** 1-Way Stop(SB)

**Project ID:** 25-120434-004
**Date:** 9/9/2025

## Data - Cars

| NS/EW Streets: | Publix Super Market at Kathleen Square E Dwy | | | | Publix Super Market at Kathleen Square E Dwy | | | | Duff Rd | | | | Duff Rd | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 7:00 AM | 0 | 0 | 0 | 0 | 5 | 0 | 1 | 0 | 1 | 10 | 0 | 0 | 0 | 6 | 3 | 0 | 26 |
| 7:15 AM | 0 | 0 | 0 | 0 | 5 | 0 | 0 | 0 | 1 | 17 | 0 | 0 | 0 | 19 | 4 | 0 | 46 |
| 7:30 AM | 0 | 0 | 0 | 0 | 4 | 0 | 3 | 0 | 0 | 12 | 0 | 0 | 0 | 36 | 13 | 0 | 68 |
| 7:45 AM | 0 | 0 | 0 | 0 | 4 | 0 | 4 | 0 | 0 | 13 | 0 | 0 | 0 | 17 | 9 | 0 | 47 |
| 8:00 AM | 0 | 0 | 0 | 0 | 6 | 0 | 1 | 0 | 2 | 8 | 0 | 0 | 0 | 15 | 15 | 0 | 47 |
| 8:15 AM | 0 | 0 | 0 | 0 | 5 | 0 | 1 | 0 | 1 | 10 | 0 | 0 | 0 | 10 | 14 | 0 | 41 |
| 8:30 AM | 0 | 0 | 0 | 0 | 9 | 0 | 1 | 0 | 1 | 8 | 0 | 0 | 0 | 12 | 7 | 0 | 38 |
| 8:45 AM | 0 | 0 | 0 | 0 | 7 | 0 | 2 | 0 | 1 | 9 | 0 | 0 | 0 | 11 | 15 | 0 | 45 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 0 | 0 | 45 | 0 | 13 | 0 | 7 | 87 | 0 | 0 | 0 | 126 | 80 | 0 | 358 |
| **APPROACH %'s :** | | | | | 77.59% | 0.00% | 22.41% | 0.00% | 7.45% | 92.55% | 0.00% | 0.00% | 0.00% | 61.17% | 38.83% | 0.00% | |
| **PEAK HR :** | **07:15 AM - 08:15 AM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 0 | 19 | 0 | 8 | 0 | 3 | 50 | 0 | 0 | 0 | 87 | 41 | 0 | 208 |
| **PEAK HR FACTOR :** | 0.000 | 0.000 | 0.000 | 0.000 | 0.792 | 0.000 | 0.500 | 0.000 | 0.375 | 0.735 | 0.000 | 0.000 | 0.000 | 0.604 | 0.683 | 0.000 | 0.765 |
| | | | | | 0.844 | | | | 0.736 | | | | 0.653 | | | | |

| PM | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 4:00 PM | 0 | 0 | 0 | 0 | 17 | 0 | 6 | 0 | 5 | 14 | 0 | 0 | 0 | 14 | 38 | 0 | 94 |
| 4:15 PM | 0 | 0 | 0 | 0 | 19 | 0 | 7 | 0 | 6 | 12 | 0 | 0 | 0 | 18 | 37 | 0 | 99 |
| 4:30 PM | 0 | 0 | 0 | 0 | 19 | 0 | 12 | 0 | 8 | 13 | 0 | 0 | 0 | 15 | 35 | 0 | 102 |
| 4:45 PM | 0 | 0 | 0 | 0 | 22 | 0 | 9 | 0 | 6 | 12 | 0 | 0 | 0 | 18 | 38 | 0 | 105 |
| 5:00 PM | 0 | 0 | 0 | 0 | 21 | 0 | 6 | 0 | 8 | 11 | 0 | 0 | 0 | 16 | 50 | 0 | 112 |
| 5:15 PM | 0 | 0 | 0 | 0 | 22 | 0 | 13 | 0 | 5 | 13 | 0 | 0 | 0 | 8 | 40 | 0 | 101 |
| 5:30 PM | 0 | 0 | 0 | 0 | 31 | 0 | 5 | 0 | 5 | 8 | 0 | 0 | 0 | 20 | 39 | 0 | 108 |
| 5:45 PM | 0 | 0 | 0 | 0 | 22 | 0 | 8 | 0 | 9 | 10 | 0 | 0 | 0 | 12 | 28 | 0 | 89 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 0 | 0 | 173 | 0 | 66 | 0 | 52 | 93 | 0 | 0 | 0 | 121 | 305 | 0 | 810 |
| **APPROACH %'s :** | | | | | 72.38% | 0.00% | 27.62% | 0.00% | 35.86% | 64.14% | 0.00% | 0.00% | 0.00% | 28.40% | 71.60% | 0.00% | |
| **PEAK HR :** | **04:45 PM - 05:45 PM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 0 | 96 | 0 | 33 | 0 | 24 | 44 | 0 | 0 | 0 | 62 | 167 | 0 | 426 |
| **PEAK HR FACTOR :** | 0.000 | 0.000 | 0.000 | 0.000 | 0.774 | 0.000 | 0.635 | 0.000 | 0.750 | 0.846 | 0.000 | 0.000 | 0.000 | 0.775 | 0.835 | 0.000 | 0.951 |
| | | | | | 0.896 | | | | 0.895 | | | | 0.867 | | | | |

National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** Publix Super Market at Kathleen Square E Dwy & Duff Rd
**City:** Lakeland
**Control:** 1-Way Stop(SB)

**Project ID:** 25-120434-004
**Date:** 9/9/2025

## Data - HT

| NS/EW Streets: | Publix Super Market at Kathleen Square E Dwy | | | | Publix Super Market at Kathleen Square E Dwy | | | | Duff Rd | | | | Duff Rd | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 7:00 AM | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 1 | 0 | 4 |
| 7:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 7:30 AM | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 2 | 1 | 0 | 6 |
| 7:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 |
| 8:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| 8:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 2 |
| 8:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 2 | 0 | 0 | 4 |
| 8:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 1 | 1 | 0 | 5 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 11 | 0 | 0 | 0 | 10 | 3 | 0 | 26 |
| **APPROACH %'s :** | | | | | 100.00% | 0.00% | 0.00% | 0.00% | 0.00% | 100.00% | 0.00% | 0.00% | 0.00% | 76.92% | 23.08% | 0.00% | |
| **PEAK HR :** | **07:15 AM - 08:15 AM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 5 | 0 | 0 | 0 | 4 | 1 | 0 | 11 |
| **PEAK HR FACTOR :** | 0.000 | 0.000 | 0.000 | 0.000 | 0.250 | 0.000 | 0.000 | 0.000 | 0.000 | 0.625 | 0.000 | 0.000 | 0.000 | 0.500 | 0.250 | 0.000 | 0.458 |
| | | | | | 0.250 | | | | 0.625 | | | | 0.417 | | | | |

| PM | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 4:00 PM | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| 4:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 2 |
| 4:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 2 | 2 | 0 | 5 |
| 4:45 PM | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 2 |
| 5:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| 5:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 |
| 5:30 PM | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 5:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 6 | 3 | 0 | 15 |
| **APPROACH %'s :** | | | | | 100.00% | 0.00% | 0.00% | 0.00% | 0.00% | 100.00% | 0.00% | 0.00% | 0.00% | 66.67% | 33.33% | 0.00% | |
| **PEAK HR :** | **04:45 PM - 05:45 PM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 1 | 0 | 6 |
| **PEAK HR FACTOR :** | 0.000 | 0.000 | 0.000 | 0.000 | 0.500 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.375 | 0.250 | 0.000 | 0.750 |
| | | | | | 0.500 | | | | | | | | | 0.500 | | | |

National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** Publix Super Market at Kathleen Square E Dwy & Duff Rd
**City:** Lakeland
**Control:** 1-Way Stop(SB)

**Project ID:** 25-120434-004
**Date:** 9/9/2025

## Data - Bikes

| NS/EW Streets: | Publix Super Market at Kathleen Square E Dwy | | | | Publix Super Market at Kathleen Square E Dwy | | | | Duff Rd | | | | Duff Rd | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 7:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 |
| 7:30 AM | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 7:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 2 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 2 | 0 | 4 |
| **APPROACH %'s :** | | | | | 100.00% | 0.00% | 0.00% | 0.00% | 0.00% | 100.00% | 0.00% | 0.00% | 0.00% | 0.00% | 100.00% | 0.00% | |
| **PEAK HR :** | 07:15 AM - 08:15 AM | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 2 |
| **PEAK HR FACTOR :** | 0.000 | 0.000 | 0.000 | 0.000 | 0.250 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.250 | 0.000 | 0.500 |
| | | | | | 0.250 | | | | | | | | 0.250 | | | | |

| PM | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 4:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 4:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| **APPROACH %'s :** | | | | | 0.00% | 0.00% | 100.00% | 0.00% | | | | | | | | | |
| **PEAK HR :** | 04:45 PM - 05:45 PM | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **PEAK HR FACTOR :** | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | |

National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** Publix Super Market at Kathleen Square E Dwy & Duff Rd
**City:** Lakeland

**Project ID:** 25-120434-004
**Date:** 9/9/2025

## Data - Pedestrians (Crosswalks)

| NS/EW Streets: | Publix Super Market at Kathleen Square E Dwy | | Publix Super Market at Kathleen Square E Dwy | | Duff Rd | | Duff Rd | | |
|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTH LEG | | SOUTH LEG | | EAST LEG | | WEST LEG | | |
| | EB | WB | EB | WB | NB | SB | NB | SB | TOTAL |
| 7:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | EB | WB | EB | WB | NB | SB | NB | SB | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **APPROACH %'s :** | | | | | | | | | |
| **PEAK HR :** | **07:15 AM - 08:15 AM** | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **PEAK HR FACTOR :** | | | | | | | | | |

| PM | NORTH LEG | | SOUTH LEG | | EAST LEG | | WEST LEG | | |
|---|---|---|---|---|---|---|---|---|---|
| | EB | WB | EB | WB | NB | SB | NB | SB | TOTAL |
| 4:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 2 |
| 4:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | EB | WB | EB | WB | NB | SB | NB | SB | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 2 |
| **APPROACH %'s :** | | | | | | | 0.00% | 100.00% | |
| **PEAK HR :** | **04:45 PM - 05:45 PM** | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **PEAK HR FACTOR :** | | | | | | | | | |

Prepared by National Data & Surveying Services

# Publix Super Market at Kathleen Square E Dwy & Duff Rd

## Peak Hour Turning Movement Count

**ID:** 25-120434-004
**City:** Lakeland

**Day:** Tuesday
**Date:** 9/9/2025

**PEAK HOURS**

| | |
|---|---|
| AM | 07:15 AM - 08:15 AM |
| NOON | NONE |
| PM | 04:45 PM - 05:45 PM |

**COUNT PERIODS**

| | |
|---|---|
| AM | 7:00 AM - 09:00 AM |
| NOON | NONE |
| PM | 4:00 PM - 06:00 PM |

### SOUTHBOUND — Publix Super Market at Kathleen Square E Dwy

| | | | | | | |
|---|---|---|---|---|---|---|
| AM | 8 | 0 | 20 | 0 | 45 | AM |
| NOON | 0 | 0 | 0 | 0 | 0 | NOON |
| PM | 33 | 0 | 98 | 0 | 192 | PM |

### EASTBOUND — Duff Rd

| AM | NOON | PM | |
|---|---|---|---|
| 99 | 0 | 98 | |
| 0 | 0 | 0 | 0 |
| 3 | 0 | 24 | 0 |
| 55 | 0 | 44 | 0 |
| 0 | 0 | 0 | 0 |

### WESTBOUND — Duff Rd

| PM | NOON | AM | |
|---|---|---|---|
| 168 | 0 | 42 | 0 |
| 65 | 0 | 91 | 0 |
| 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 0 |
| 142 | 0 | 75 | |

### CONTROL

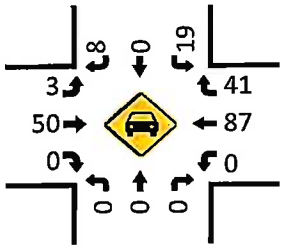
1-Way Stop(SB)

| | AM | NOON | PM |
|---|---|---|---|
| TEV | 219 | 0 | 432 |
| PHF | 0.74 | | 0.96 |

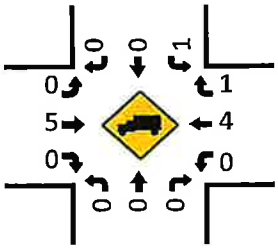
### NORTHBOUND — Publix Super Market at Kathleen Square E Dwy

| | | | | | | |
|---|---|---|---|---|---|---|
| PM | 0 | 0 | 0 | 0 | 0 | PM |
| NOON | 0 | 0 | 0 | 0 | 0 | NOON |
| AM | 0 | 0 | 0 | 0 | 0 | AM |

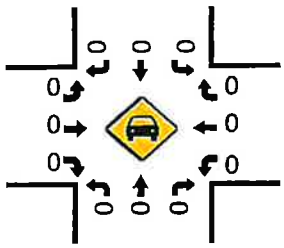
**Cars (AM)**



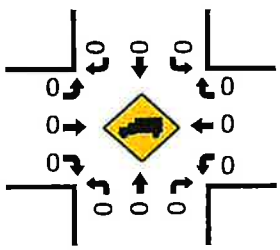

**HT (AM)**



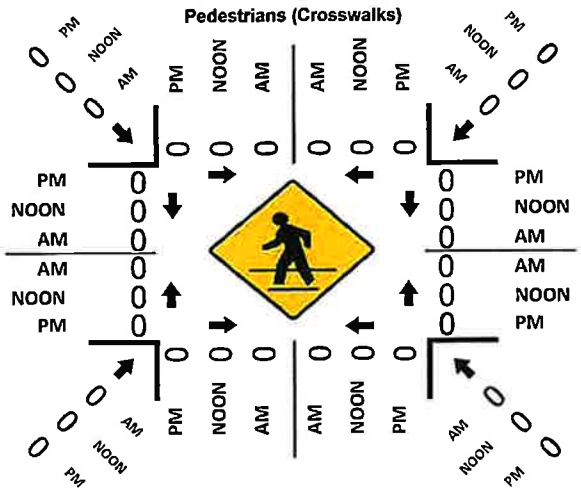

**Cars (NOON)**



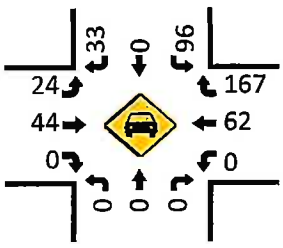

**HT (NOON)**



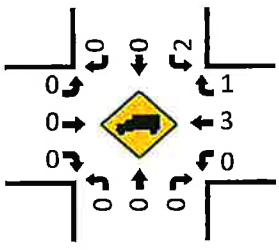

**Pedestrians (Crosswalks)**




**Cars (PM)**



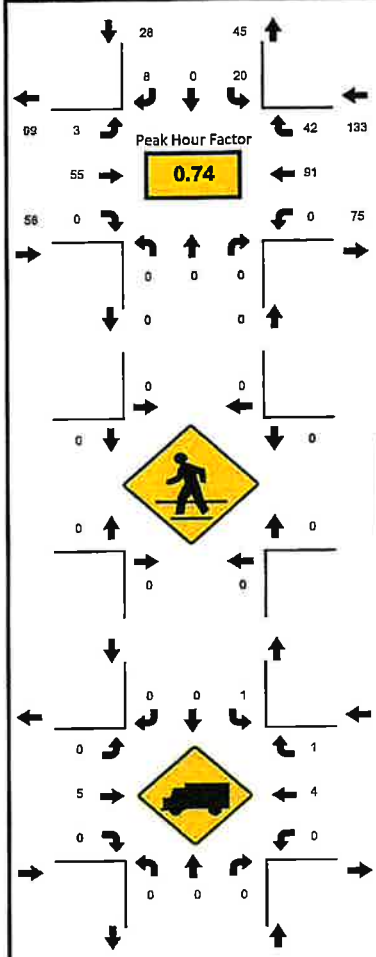

**HT (PM)**



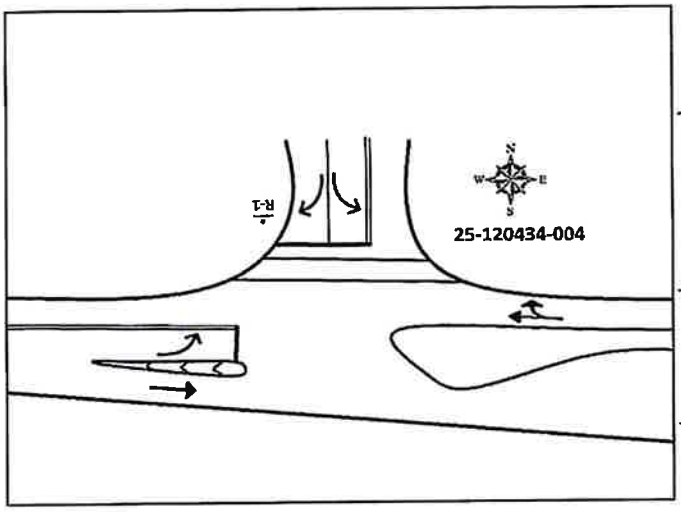
**LOCATION:** Publix Super Market at Kathleen Square E Dwy & Duff Rd
**CITY/STATE:** Lakeland, FL

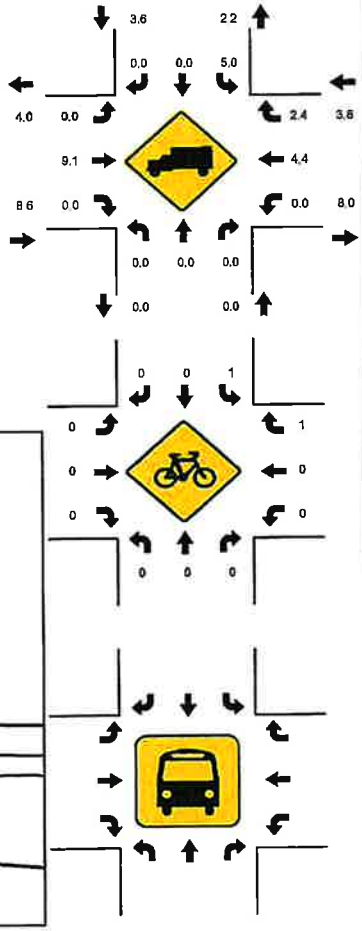
**PROJECT ID:** 25-120434-004
**DATE:** Tue, Sep 09, 2025

**Peak-Hour: 07:15 AM - 08:15 AM**
**Peak 15-Minute: 07:30 AM - 07:45 AM**




National Data & Surveying Services



| 15-Min Count Period Beginning At | Super Market at Kathleen Square Northbound | | | | | Super Market at Kathleen Square Southbound | | | | | Duff Rd Eastbound | | | | | Duff Rd Westbound | | | | | Total | Hourly Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| 7:00 AM | 0 | 0 | 0 | 0 | | 6 | 0 | 1 | 0 | | 1 | 10 | 0 | 0 | | 0 | 8 | 4 | 0 | | 30 | 200 |
| 7:15 AM | 0 | 0 | 0 | 0 | | 5 | 0 | 0 | 0 | | 1 | 18 | 0 | 0 | | 0 | 19 | 4 | 0 | | 47 | 219 |
| 7:30 AM | 0 | 0 | 0 | 0 | | 5 | 0 | 3 | 0 | | 0 | 14 | 0 | 0 | | 0 | 38 | 14 | 0 | | 74 | 215 |
| 7:45 AM | 0 | 0 | 0 | 0 | | 4 | 0 | 4 | 0 | | 0 | 13 | 0 | 0 | | 0 | 19 | 9 | 0 | | 49 | 183 |
| 8:00 AM | 0 | 0 | 0 | 0 | | 8 | 0 | 1 | 0 | | 2 | 10 | 0 | 0 | | 0 | 15 | 15 | 0 | | 49 | 184 |
| 8:15 AM | 0 | 0 | 0 | 0 | | 5 | 0 | 1 | 0 | | 1 | 11 | 0 | 0 | | 0 | 11 | 14 | 0 | | 43 | 135 |
| 8:30 AM | 0 | 0 | 0 | 0 | | 9 | 0 | 1 | 0 | | 1 | 10 | 0 | 0 | | 0 | 14 | 7 | 0 | | 42 | 92 |
| 8:45 AM | 0 | 0 | 0 | 0 | | 7 | 0 | 2 | 0 | | 1 | 12 | 0 | 0 | | 0 | 12 | 16 | 0 | | 50 | 50 |

| Peak 15-Min Flowrates | Northbound | | | | | Southbound | | | | | Eastbound | | | | | Westbound | | | | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | |
| All Vehicles | 0 | 0 | 0 | 0 | | 24 | 0 | 16 | 0 | | 8 | 72 | 0 | 0 | | 0 | 152 | 60 | 0 | | 332 |
| Heavy Trucks | 0 | 0 | 0 | 0 | | 4 | 0 | 0 | 0 | | 0 | 8 | 0 | 0 | | 0 | 8 | 4 | 0 | | 24 |
| Pedestrians | | 0 | | | | | 0 | | | | | 0 | | | | | 0 | | | | 0 |
| Bicycles | 0 | 0 | 0 | 0 | | 4 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 4 | 0 | | 8 |
| Buses | | | | | | | | | | | | | | | | | | | | | 0 |
| Stopped Buses | | | | | | | | | | | | | | | | | | | | | |

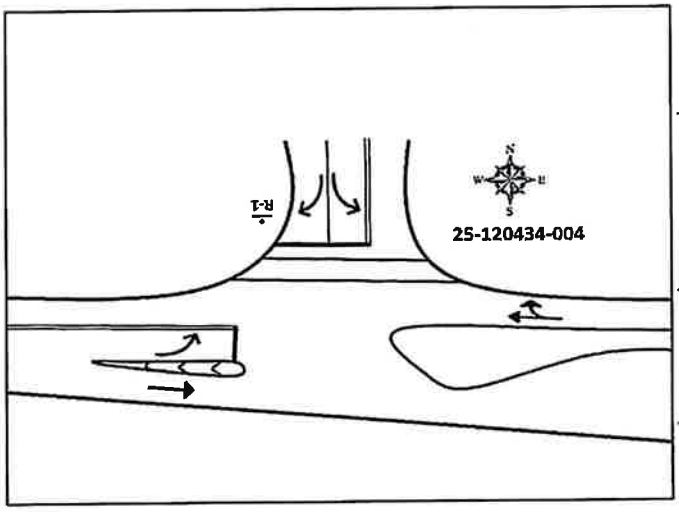
**LOCATION:** Publix Super Market at Kathleen Square E Dwy & Duff Rd
**CITY/STATE:** Lakeland, FL

**PROJECT ID:** 25-120434-004
**DATE:** Tue, Sep 09, 2025

**Peak-Hour: 04:45 PM - 05:45 PM**
**Peak 15-Minute: 05:00 PM - 05:15 PM**

Peak Hour Factor: **0.96**

National Data & Surveying Services




| 15-Min Count Period Beginning At | Super Market at Kathleen Square Northbound | | | | | Super Market at Kathleen Square Southbound | | | | | Duff Rd Eastbound | | | | | Duff Rd Westbound | | | | | Total | Hourly Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| 4:00 PM | 0 | 0 | 0 | 0 | | 19 | 0 | 6 | 0 | | 5 | 14 | 0 | 0 | | 0 | 14 | 38 | 0 | | 96 | 411 |
| 4:15 PM | 0 | 0 | 0 | 0 | | 19 | 0 | 7 | 0 | | 6 | 13 | 0 | 0 | | 0 | 19 | 37 | 0 | | 101 | 428 |
| 4:30 PM | 0 | 0 | 0 | 0 | | 19 | 0 | 12 | 0 | | 8 | 14 | 0 | 0 | | 0 | 17 | 37 | 0 | | 107 | 430 |
| 4:45 PM | 0 | 0 | 0 | 0 | | 23 | 0 | 9 | 0 | | 6 | 12 | 0 | 0 | | 0 | 18 | 39 | 0 | | 107 | 432 |
| 5:00 PM | 0 | 0 | 0 | 0 | | 21 | 0 | 6 | 0 | | 8 | 11 | 0 | 0 | | 0 | 17 | 50 | 0 | | 113 | 414 |
| 5:15 PM | 0 | 0 | 0 | 0 | | 22 | 0 | 13 | 0 | | 5 | 13 | 0 | 0 | | 0 | 10 | 40 | 0 | | 103 | 301 |
| 5:30 PM | 0 | 0 | 0 | 0 | | 32 | 0 | 5 | 0 | | 5 | 8 | 0 | 0 | | 0 | 20 | 39 | 0 | | 109 | 198 |
| 5:45 PM | 0 | 0 | 0 | 0 | | 22 | 0 | 8 | 0 | | 9 | 10 | 0 | 0 | | 0 | 12 | 28 | 0 | | 89 | 89 |

| Peak 15-Min Flowrates | Northbound | | | | | Southbound | | | | | Eastbound | | | | | Westbound | | | | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | |
| All Vehicles | 0 | 0 | 0 | 0 | | 128 | 0 | 52 | 0 | | 32 | 52 | 0 | 0 | | 0 | 80 | 200 | 0 | | 544 |
| Heavy Trucks | 0 | 0 | 0 | 0 | | 4 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 8 | 4 | 0 | | 16 |
| Pedestrians | | 0 | | | | | 0 | | | | | 0 | | | | | 0 | | | | 0 |
| Bicycles | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 |
| Buses | | | | | | | | | | | | | | | | | | | | | 0 |
| Stopped Buses | | | | | | | | | | | | | | | | | | | | | |

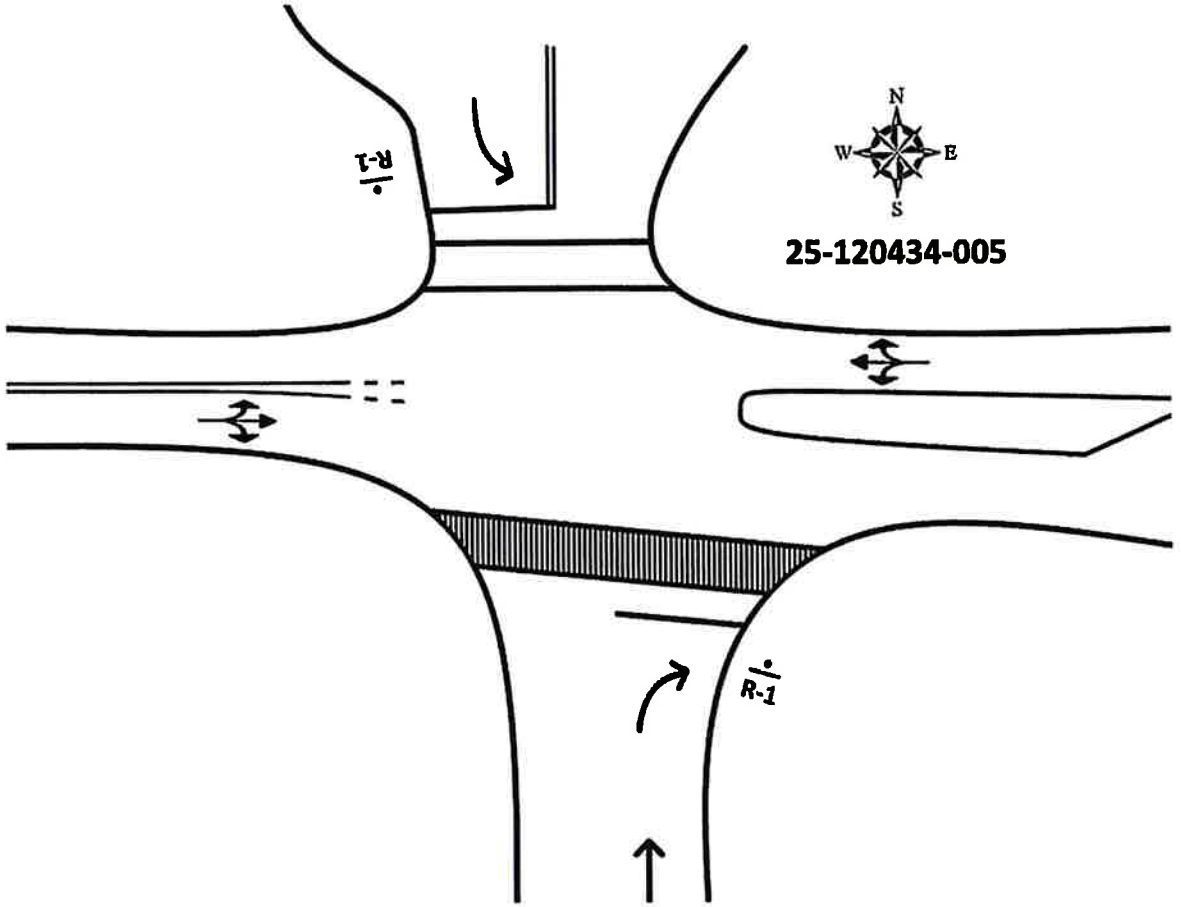
National Data & Surveying Services

| | |
|---|---|
| Site Code: | **25-120434-005** |
| Date: | **09/09/2025** |
| Weather: | **Sunny** |
| City: | **Lakeland** |
| County: | **Polk** |
| Count Times: | **07:00 - 09:00** |
| | **16:00 - 18:00** |
| Control: | **2-Way Stop(NB/SB)** |

N

N/S Street: **Publix Super Market at Kathleen Square W Dwy/D's Ace Hardware #6 Dwy**

Speed: **N/A**




E/W Street: **Duff Rd**

Speed: **30/40 MPH**

National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** Publix Super Market at Kathleen Square W Dwy/D's Ace Hardware #6 Dwy & Duff Rd
**City:** Lakeland
**Control:** 2-Way Stop(NB/SB)

**Project ID:** 25-120434-005
**Date:** 9/9/2025

## Data - Total

| NS/EW Streets: | Publix Super Market at Kathleen Square W Dwy/D's Ace Hardware #6 Dwy | | | | Publix Super Market at Kathleen Square W Dwy/D's Ace Hardware #6 Dwy | | | | Duff Rd | | | | Duff Rd | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 7:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | 0 | 0 | 0 | 7 | 2 | 0 | 20 |
| 7:15 AM | 2 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 18 | 0 | 0 | 0 | 19 | 0 | 0 | 41 |
| 7:30 AM | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 14 | 0 | 0 | 0 | 40 | 1 | 0 | 57 |
| 7:45 AM | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 14 | 1 | 0 | 0 | 22 | 0 | 0 | 40 |
| 8:00 AM | 3 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 1 | 16 | 0 | 0 | 31 |
| 8:15 AM | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 11 | 0 | 0 | 0 | 11 | 1 | 0 | 25 |
| 8:30 AM | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 10 | 0 | 0 | 3 | 12 | 0 | 0 | 29 |
| 8:45 AM | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | 0 | 0 | 1 | 13 | 0 | 0 | 28 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 12 | 0 | 1 | 0 | 3 | 0 | 1 | 0 | 3 | 101 | 1 | 0 | 5 | 140 | 4 | 0 | 271 |
| **APPROACH %'s :** | 92.31% | 0.00% | 7.69% | 0.00% | 75.00% | 0.00% | 25.00% | 0.00% | 2.86% | 96.19% | 0.95% | 0.00% | 3.36% | 93.96% | 2.68% | 0.00% | |
| **PEAK HR :** | **07:15 AM - 08:15 AM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 8 | 0 | 0 | 0 | 2 | 0 | 1 | 0 | 2 | 56 | 1 | 0 | 1 | 97 | 1 | 0 | 169 |
| **PEAK HR FACTOR :** | 0.667 | 0.000 | 0.000 | 0.000 | 0.500 | 0.000 | 0.250 | 0.000 | 0.500 | 0.778 | 0.250 | 0.000 | 0.250 | 0.606 | 0.250 | 0.000 | 0.741 |
| | 0.667 | | | | 0.750 | | | | 0.776 | | | | 0.604 | | | | |

| PM | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 4:00 PM | 2 | 1 | 1 | 0 | 2 | 0 | 0 | 0 | 3 | 15 | 0 | 0 | 4 | 13 | 2 | 1 | 44 |
| 4:15 PM | 2 | 1 | 2 | 0 | 0 | 0 | 1 | 0 | 0 | 17 | 0 | 0 | 4 | 20 | 2 | 0 | 49 |
| 4:30 PM | 2 | 0 | 2 | 0 | 0 | 1 | 1 | 0 | 1 | 20 | 0 | 0 | 3 | 25 | 1 | 0 | 56 |
| 4:45 PM | 3 | 0 | 2 | 0 | 1 | 0 | 1 | 0 | 4 | 15 | 0 | 0 | 4 | 19 | 4 | 0 | 53 |
| 5:00 PM | 1 | 0 | 1 | 0 | 2 | 0 | 3 | 0 | 2 | 16 | 1 | 0 | 0 | 18 | 4 | 0 | 48 |
| 5:15 PM | 4 | 1 | 2 | 0 | 1 | 0 | 1 | 0 | 1 | 15 | 0 | 0 | 0 | 21 | 2 | 0 | 48 |
| 5:30 PM | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 2 | 10 | 1 | 0 | 3 | 20 | 3 | 0 | 42 |
| 5:45 PM | 2 | 0 | 3 | 0 | 1 | 0 | 1 | 0 | 2 | 16 | 1 | 0 | 2 | 16 | 2 | 0 | 46 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 16 | 3 | 16 | 0 | 7 | 1 | 8 | 0 | 15 | 124 | 3 | 0 | 20 | 152 | 20 | 1 | 386 |
| **APPROACH %'s :** | 45.71% | 8.57% | 45.71% | 0.00% | 43.75% | 6.25% | 50.00% | 0.00% | 10.56% | 87.32% | 2.11% | 0.00% | 10.36% | 78.76% | 10.36% | 0.52% | |
| **PEAK HR :** | **04:15 PM - 05:15 PM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 8 | 1 | 7 | 0 | 3 | 1 | 6 | 0 | 7 | 68 | 1 | 0 | 11 | 82 | 11 | 0 | 206 |
| **PEAK HR FACTOR :** | 0.667 | 0.250 | 0.875 | 0.000 | 0.375 | 0.250 | 0.500 | 0.000 | 0.438 | 0.850 | 0.250 | 0.000 | 0.688 | 0.820 | 0.688 | 0.000 | 0.920 |
| | 0.800 | | | | 0.500 | | | | 0.905 | | | | 0.897 | | | | |

National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** Publix Super Market at Kathleen Square W Dwy/D's Ace Hardware #6 Dwy & Duff Rd
**City:** Lakeland
**Control:** 2-Way Stop(NB/SB)

**Project ID:** 25-120434-005
**Date:** 9/9/2025

## Data - Cars

| NS/EW Streets: | Publix Super Market at Kathleen Square W Dwy/D's Ace Hardware #6 Dwy | | | | Publix Super Market at Kathleen Square W Dwy/D's Ace Hardware #6 Dwy | | | | Duff Rd | | | | Duff Rd | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 7:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | 0 | 0 | 0 | 7 | 0 | 0 | 18 |
| 7:15 AM | 2 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 17 | 0 | 0 | 0 | 19 | 0 | 0 | 40 |
| 7:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 12 | 0 | 0 | 0 | 39 | 0 | 0 | 52 |
| 7:45 AM | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 14 | 1 | 0 | 0 | 21 | 0 | 0 | 39 |
| 8:00 AM | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | 0 | 0 | 1 | 15 | 0 | 0 | 28 |
| 8:15 AM | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 0 | 11 | 0 | 0 | 23 |
| 8:30 AM | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 8 | 0 | 0 | 3 | 10 | 0 | 0 | 23 |
| 8:45 AM | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 1 | 12 | 0 | 0 | 24 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 9 | 0 | 1 | 0 | 2 | 0 | 1 | 0 | 3 | 91 | 1 | 0 | 5 | 134 | 0 | 0 | 247 |
| **APPROACH %'s :** | 90.00% | 0.00% | 10.00% | 0.00% | 66.67% | 0.00% | 33.33% | 0.00% | 3.16% | 95.79% | 1.05% | 0.00% | 3.60% | 96.40% | 0.00% | 0.00% | |
| **PEAK HR :** | **07:15 AM - 08:15 AM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 7 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 2 | 52 | 1 | 0 | 1 | 94 | 0 | 0 | 159 |
| **PEAK HR FACTOR :** | 0.583 | 0.000 | 0.000 | 0.000 | 0.250 | 0.000 | 0.250 | 0.000 | 0.500 | 0.765 | 0.250 | 0.000 | 0.250 | 0.603 | 0.000 | 0.000 | 0.764 |
| | 0.583 | | | | 0.500 | | | | 0.764 | | | | 0.609 | | | | |

| PM | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 4:00 PM | 2 | 1 | 1 | 0 | 2 | 0 | 0 | 0 | 3 | 15 | 0 | 0 | 4 | 13 | 2 | 1 | 44 |
| 4:15 PM | 2 | 1 | 2 | 0 | 0 | 0 | 1 | 0 | 0 | 16 | 0 | 0 | 4 | 19 | 2 | 0 | 47 |
| 4:30 PM | 2 | 0 | 2 | 0 | 0 | 1 | 1 | 0 | 1 | 19 | 0 | 0 | 2 | 24 | 1 | 0 | 53 |
| 4:45 PM | 3 | 0 | 2 | 0 | 1 | 0 | 1 | 0 | 4 | 15 | 0 | 0 | 4 | 19 | 4 | 0 | 53 |
| 5:00 PM | 1 | 0 | 1 | 0 | 2 | 0 | 3 | 0 | 2 | 16 | 1 | 0 | 0 | 18 | 3 | 0 | 47 |
| 5:15 PM | 4 | 1 | 2 | 0 | 1 | 0 | 1 | 0 | 1 | 15 | 0 | 0 | 0 | 19 | 2 | 0 | 46 |
| 5:30 PM | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 2 | 10 | 1 | 0 | 3 | 20 | 3 | 0 | 42 |
| 5:45 PM | 2 | 0 | 3 | 0 | 1 | 0 | 1 | 0 | 2 | 16 | 1 | 0 | 2 | 16 | 2 | 0 | 46 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 16 | 3 | 16 | 0 | 7 | 1 | 8 | 0 | 15 | 122 | 3 | 0 | 19 | 148 | 19 | 1 | 378 |
| **APPROACH %'s :** | 45.71% | 8.57% | 45.71% | 0.00% | 43.75% | 6.25% | 50.00% | 0.00% | 10.71% | 87.14% | 2.14% | 0.00% | 10.16% | 79.14% | 10.16% | 0.53% | |
| **PEAK HR :** | **04:15 PM - 05:15 PM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 8 | 1 | 7 | 0 | 3 | 1 | 6 | 0 | 7 | 66 | 1 | 0 | 10 | 80 | 10 | 0 | 200 |
| **PEAK HR FACTOR :** | 0.667 | 0.250 | 0.875 | 0.000 | 0.375 | 0.250 | 0.500 | 0.000 | 0.438 | 0.868 | 0.250 | 0.000 | 0.625 | 0.833 | 0.625 | 0.000 | 0.943 |
| | 0.800 | | | | 0.500 | | | | 0.925 | | | | 0.926 | | | | |

# National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** Publix Super Market at Kathleen Square W Dwy/D's Ace Hardware #6 Dwy & Duff Rd
**City:** Lakeland
**Control:** 2-Way Stop(NB/SB)

**Project ID:** 25-120434-005
**Date:** 9/9/2025

## Data - HT

| NS/EW Streets: | Publix Super Market at Kathleen Square W Dwy/D's Ace Hardware #6 Dwy | | | | Publix Super Market at Kathleen Square W Dwy/D's Ace Hardware #6 Dwy | | | | Duff Rd | | | | Duff Rd | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 7:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 2 |
| 7:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 7:30 AM | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 1 | 1 | 0 | 5 |
| 7:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| 8:00 AM | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 3 |
| 8:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 2 |
| 8:30 AM | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 2 | 0 | 0 | 6 |
| 8:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 1 | 0 | 0 | 4 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 3 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 0 | 6 | 4 | 0 | 24 |
| **APPROACH %'s :** | 100.00% | 0.00% | 0.00% | 0.00% | 100.00% | 0.00% | 0.00% | 0.00% | 0.00% | 100.00% | 0.00% | 0.00% | 0.00% | 60.00% | 40.00% | 0.00% | |
| **PEAK HR :** | **07:15 AM - 08:15 AM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 3 | 1 | 0 | 10 |
| **PEAK HR FACTOR :** | 0.250 | 0.000 | 0.000 | 0.000 | 0.250 | 0.000 | 0.000 | 0.000 | 0.000 | 0.500 | 0.000 | 0.000 | 0.000 | 0.750 | 0.250 | 0.000 | 0.500 |
| | | 0.250 | | | | 0.250 | | | | 0.500 | | | | 0.500 | | | |

| PM | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 4:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 2 |
| 4:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 1 | 0 | 0 | 3 |
| 4:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 |
| 5:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 |
| 5:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 1 | 4 | 1 | 0 | 8 |
| **APPROACH %'s :** | | | | | | | | | 0.00% | 100.00% | 0.00% | 0.00% | 16.67% | 66.67% | 16.67% | 0.00% | |
| **PEAK HR :** | **04:15 PM - 05:15 PM** | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 1 | 2 | 1 | 0 | 6 |
| **PEAK HR FACTOR :** | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.500 | 0.000 | 0.000 | 0.250 | 0.500 | 0.250 | 0.000 | 0.500 |
| | | | | | | | | | | 0.500 | | | | 0.500 | | | |

## National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** Publix Super Market at Kathleen Square W Dwy/D's Ace Hardware #6 Dwy & Duff Rd
**City:** Lakeland
**Control:** 2-Way Stop(NB/SB)

**Project ID:** 25-120434-005
**Date:** 9/9/2025

## Data - Bikes

| NS/EW Streets: | Publix Super Market at Kathleen Square W Dwy/D's Ace Hardware #6 Dwy | | | | Publix Super Market at Kathleen Square W Dwy/D's Ace Hardware #6 Dwy | | | | Duff Rd | | | | Duff Rd | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 7:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| **APPROACH %'s :** | | | | | | | | | | 0.00% | 100.00% | 0.00% | 0.00% | | | | |
| **PEAK HR :** | 07:15 AM - 08:15 AM | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **PEAK HR FACTOR :** | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | |

| PM | NORTHBOUND | | | | SOUTHBOUND | | | | EASTBOUND | | | | WESTBOUND | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 0 NL | 0 NT | 0 NR | 0 NU | 0 SL | 0 ST | 0 SR | 0 SU | 0 EL | 0 ET | 0 ER | 0 EU | 0 WL | 0 WT | 0 WR | 0 WU | TOTAL |
| 4:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| 4:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:30 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | NL | NT | NR | NU | SL | ST | SR | SU | EL | ET | ER | EU | WL | WT | WR | WU | TOTAL |
| **TOTAL VOLUMES :** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| **APPROACH %'s :** | | | | | | | | | | | | | 0.00% | 100.00% | 0.00% | 0.00% | |
| **PEAK HR :** | 04:15 PM - 05:15 PM | | | | | | | | | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| **PEAK HR FACTOR :** | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.250 | 0.000 | 0.000 | 0.250 |
| | | | | | | | | | | | | | | 0.250 | | | |

National Data & Surveying Services

# Intersection Turning Movement Count

**Location:** Publix Super Market at Kathleen Square W Dwy/D's Ace Hardware #6 **Project ID:** 25-120434-005
**City:** Lakeland **Date:** 9/9/2025

## Data - Pedestrians (Crosswalks)

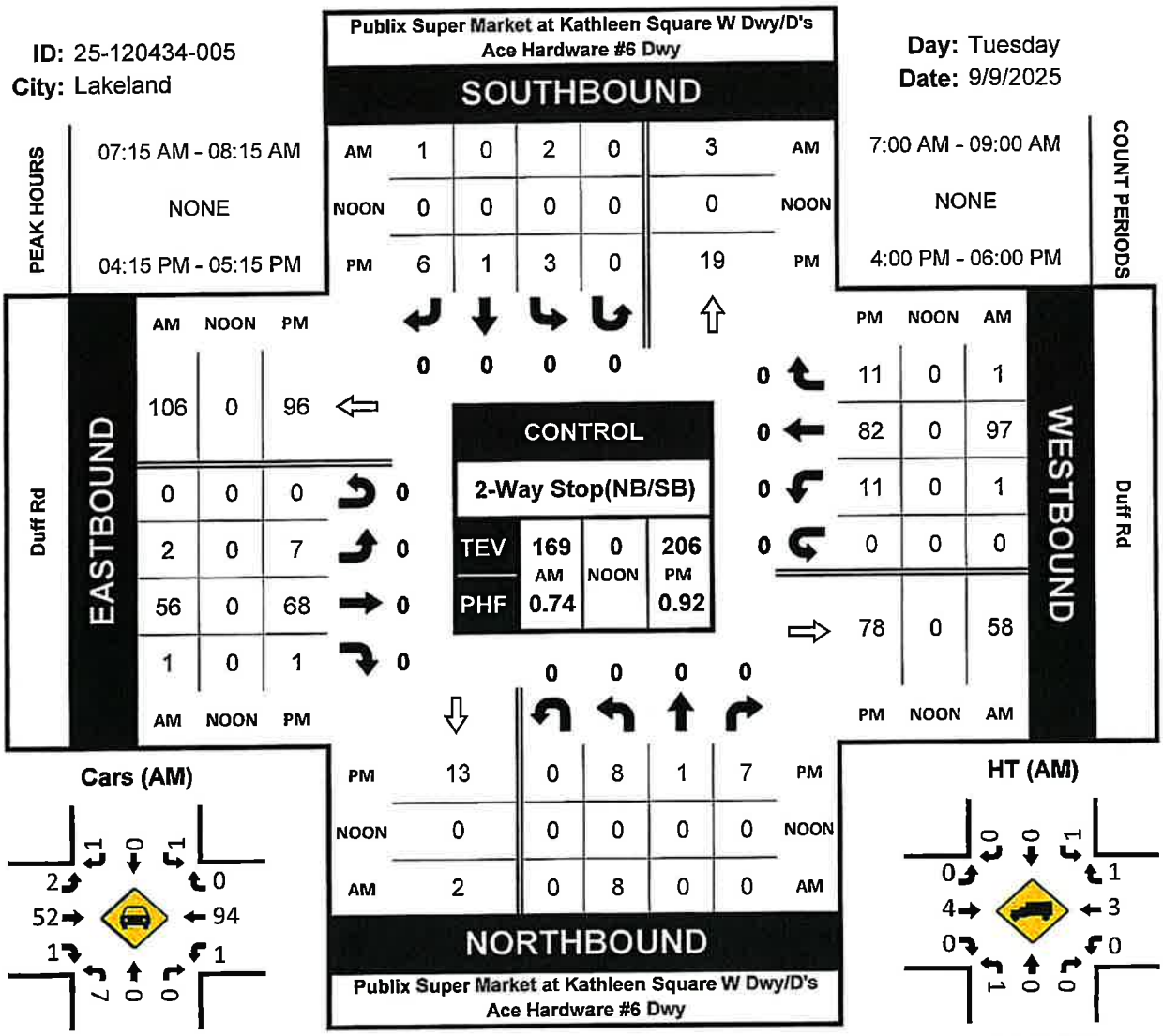
| NS/EW Streets: | Publix Super Market at Kathleen Square W | | Publix Super Market at Kathleen Square W | | Duff Rd | | Duff Rd | | |
|---|---|---|---|---|---|---|---|---|---|
| **AM** | NORTH LEG | | SOUTH LEG | | EAST LEG | | WEST LEG | | |
| | EB | WB | EB | WB | NB | SB | NB | SB | TOTAL |
| 7:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7:15 AM | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| 7:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 7:45 AM | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| 8:00 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:15 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:30 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 8:45 AM | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| | EB | WB | EB | WB | NB | SB | NB | SB | TOTAL |
| **TOTAL VOLUMES :** | 1 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 4 |
| **APPROACH %'s :** | 100.00% | 0.00% | 66.67% | 33.33% | | | | | |
| **PEAK HR :** | **07:15 AM - 08:15 AM** | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| **PEAK HR FACTOR :** | | | 0.500 | 0.250 | | | | | 0.375 |
| | | | 0.375 | | | | | | |

| PM | NORTH LEG | | SOUTH LEG | | EAST LEG | | WEST LEG | | |
|---|---|---|---|---|---|---|---|---|---|
| | EB | WB | EB | WB | NB | SB | NB | SB | TOTAL |
| 4:00 PM | 1 | 0 | 1 | 1 | 0 | 0 | 0 | 1 | 4 |
| 4:15 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4:30 PM | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| 4:45 PM | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| 5:00 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 5:15 PM | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 2 |
| 5:30 PM | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| 5:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | EB | WB | EB | WB | NB | SB | NB | SB | TOTAL |
| **TOTAL VOLUMES :** | 1 | 0 | 2 | 3 | 1 | 1 | 0 | 1 | 9 |
| **APPROACH %'s :** | 100.00% | 0.00% | 40.00% | 60.00% | 50.00% | 50.00% | 0.00% | 100.00% | |
| **PEAK HR :** | **04:15 PM - 05:15 PM** | | | | | | | | TOTAL |
| **PEAK HR VOL :** | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 2 |
| **PEAK HR FACTOR :** | | | | 0.250 | | 0.250 | | | 0.500 |
| | | | 0.250 | | 0.250 | | | | |

Prepared by National Data & Surveying Services

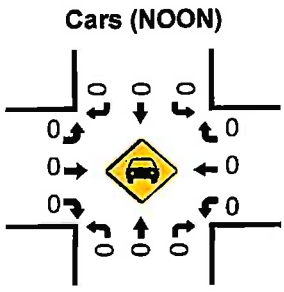
# Publix Super Market at Kathleen Square W Dwy/D's Ace Hardware #6 Dwy & Duff Rd

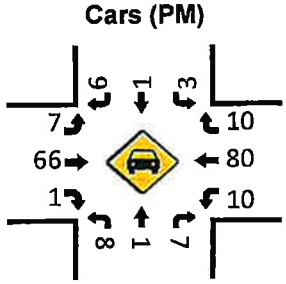
## Peak Hour Turning Movement Count

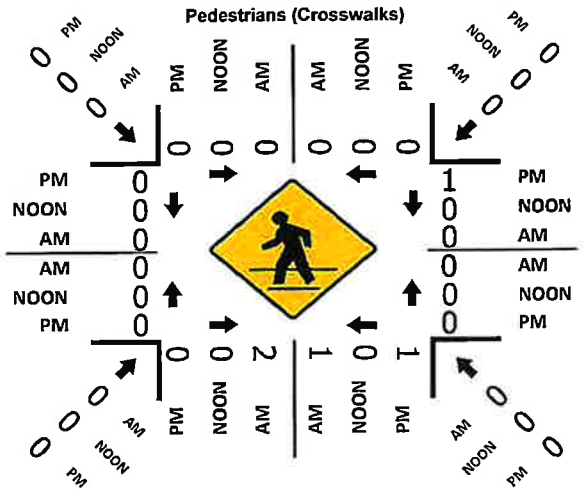






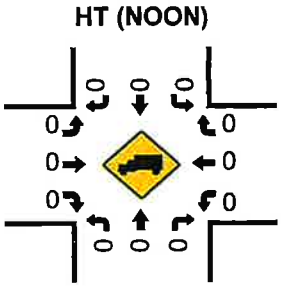


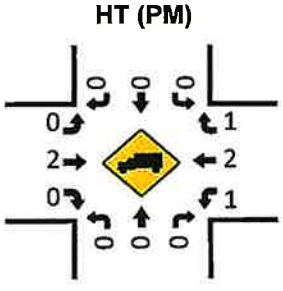









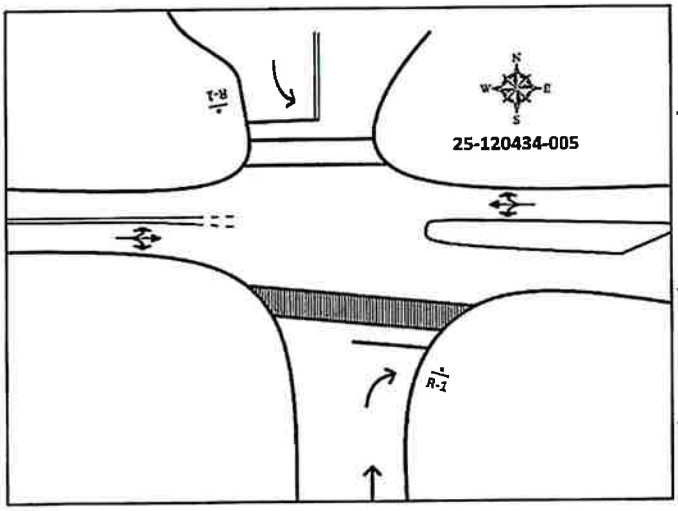
**LOCATION:** Publix Super Market at Kathleen Square W Dwy/D's Ace Hardware #6 Dwy & Duff Rd
**CITY/STATE:** Lakeland, FL

**PROJECT ID:** 25-120434-005
**DATE:** Tue, Sep 09, 2025

**Peak-Hour: 07:15 AM - 08:15 AM**
**Peak 15-Minute: 07:30 AM - 07:45 AM**

Peak Hour Factor: **0.74**

National Data & Surveying Services




| 15-Min Count Period Beginning At | at Kathleen Square W Dwy/D's A Northbound | | | | | at Kathleen Square W Dwy/D's A Southbound | | | | | Duff Rd Eastbound | | | | | Duff Rd Westbound | | | | | Total | Hourly Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| 7:00 AM | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 11 | 0 | 0 | | 0 | 7 | 2 | 0 | | 20 | 158 |
| 7:15 AM | 2 | 0 | 0 | 0 | | 1 | 0 | 0 | 0 | | 1 | 18 | 0 | 0 | | 0 | 19 | 0 | 0 | | 41 | 169 |
| 7:30 AM | 1 | 0 | 0 | 0 | | 0 | 0 | 1 | 0 | | 0 | 14 | 0 | 0 | | 0 | 40 | 1 | 0 | | 57 | 153 |
| 7:45 AM | 2 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 1 | 14 | 1 | 0 | | 0 | 22 | 0 | 0 | | 40 | 125 |
| 8:00 AM | 3 | 0 | 0 | 0 | | 1 | 0 | 0 | 0 | | 0 | 10 | 0 | 0 | | 1 | 16 | 0 | 0 | | 31 | 113 |
| 8:15 AM | 1 | 0 | 0 | 0 | | 1 | 0 | 0 | 0 | | 0 | 11 | 0 | 0 | | 0 | 11 | 1 | 0 | | 25 | 82 |
| 8:30 AM | 2 | 0 | 1 | 0 | | 0 | 0 | 0 | 0 | | 1 | 10 | 0 | 0 | | 3 | 12 | 0 | 0 | | 29 | 57 |
| 8:45 AM | 1 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 13 | 0 | 0 | | 1 | 13 | 0 | 0 | | 28 | 28 |

| Peak 15-Min Flowrates | Northbound | | | | | Southbound | | | | | Eastbound | | | | | Westbound | | | | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | |
| All Vehicles | 12 | 0 | 0 | 0 | | 4 | 0 | 4 | 0 | | 4 | 72 | 4 | 0 | | 4 | 160 | 4 | 0 | | 268 |
| Heavy Trucks | 4 | 0 | 0 | 0 | | 4 | 0 | 0 | 0 | | 0 | 8 | 0 | 0 | | 0 | 4 | 4 | 0 | | 24 |
| Pedestrians | | 8 | | | | | 0 | | | | | 0 | | | | | 0 | | | | 8 |
| Bicycles | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 |
| Buses | | | | | | | | | | | | | | | | | | | | | 0 |
| Stopped Buses | | | | | | | | | | | | | | | | | | | | | |

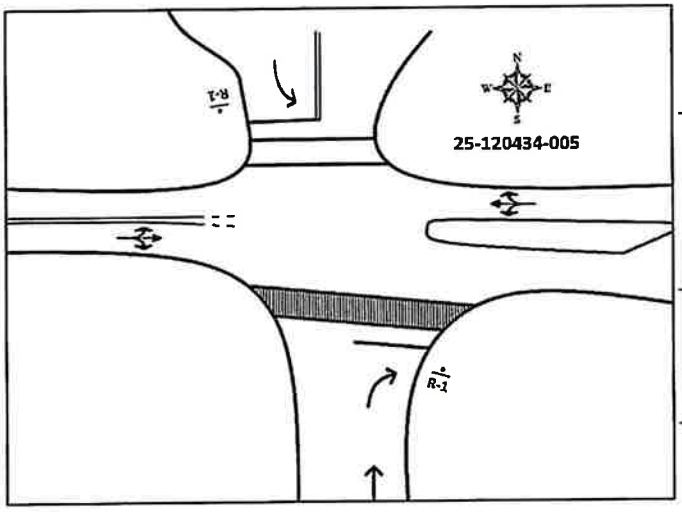
**LOCATION:** Publix Super Market at Kathleen Square W Dwy/D's Ace Hardware #6 Dwy & Duff Rd
**CITY/STATE:** Lakeland, FL

**PROJECT ID:** 25-120434-005
**DATE:** Tue, Sep 09, 2025

**Peak-Hour: 04:15 PM - 05:15 PM**
**Peak 15-Minute: 04:30 PM - 04:45 PM**

Peak Hour Factor: **0.92**

National Data & Surveying Services




| 15-Min Count Period Beginning At | at Kathleen Square W Dwy/D's A Northbound | | | | | at Kathleen Square W Dwy/D's A Southbound | | | | | Duff Rd Eastbound | | | | | Duff Rd Westbound | | | | | Total | Hourly Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| 4:00 PM | 2 | 1 | 1 | 0 | | 2 | 0 | 0 | 0 | | 3 | 15 | 0 | 0 | | 4 | 13 | 2 | 1 | | 44 | 202 |
| 4:15 PM | 2 | 1 | 2 | 0 | | 0 | 0 | 1 | 0 | | 0 | 17 | 0 | 0 | | 4 | 20 | 2 | 0 | | 49 | 206 |
| 4:30 PM | 2 | 0 | 2 | 0 | | 0 | 1 | 1 | 0 | | 1 | 20 | 0 | 0 | | 3 | 25 | 1 | 0 | | 56 | 205 |
| 4:45 PM | 3 | 0 | 2 | 0 | | 1 | 0 | 1 | 0 | | 4 | 15 | 0 | 0 | | 4 | 19 | 4 | 0 | | 53 | 191 |
| 5:00 PM | 1 | 0 | 1 | 0 | | 2 | 0 | 3 | 0 | | 2 | 16 | 1 | 0 | | 0 | 18 | 4 | 0 | | 48 | 184 |
| 5:15 PM | 4 | 1 | 2 | 0 | | 1 | 0 | 1 | 0 | | 1 | 15 | 0 | 0 | | 0 | 21 | 2 | 0 | | 48 | 136 |
| 5:30 PM | 0 | 0 | 3 | 0 | | 0 | 0 | 0 | 0 | | 2 | 10 | 1 | 0 | | 3 | 20 | 3 | 0 | | 42 | 88 |
| 5:45 PM | 2 | 0 | 3 | 0 | | 1 | 0 | 1 | 0 | | 2 | 16 | 1 | 0 | | 2 | 16 | 2 | 0 | | 46 | 46 |

| Peak 15-Min Flowrates | Northbound | | | | | Southbound | | | | | Eastbound | | | | | Westbound | | | | | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | |
| All Vehicles | 12 | 4 | 8 | 0 | | 8 | 4 | 12 | 0 | | 16 | 80 | 4 | 0 | | 16 | 100 | 16 | 0 | | 280 |
| Heavy Trucks | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 4 | 0 | 0 | | 4 | 4 | 4 | 0 | | 16 |
| Pedestrians | | 4 | | | | | 0 | | | | | 0 | | | | | 4 | | | | 8 |
| Bicycles | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 4 | 0 | 0 | | 4 |
| Buses | | | | | | | | | | | | | | | | | | | | | 0 |
| Stopped Buses | | | | | | | | | | | | | | | | | | | | | |

FDOT PEAK SEASON ADJUSTMENT FACTORS

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 1600 POLK COUNTYWIDE

MOCF: 0.96

| WEEK | DATES | SF | PSCF |
|---|---|---|---|
| 1 | 01/01/2024 - 01/06/2024 | 0.99 | 1.03 |
| 2 | 01/07/2024 - 01/13/2024 | 1.01 | 1.05 |
| 3 | 01/14/2024 - 01/20/2024 | 1.04 | 1.08 |
| 4 | 01/21/2024 - 01/27/2024 | 1.02 | 1.06 |
| 5 | 01/28/2024 - 02/03/2024 | 1.00 | 1.04 |
| 6 | 02/04/2024 - 02/10/2024 | 0.99 | 1.03 |
| * 7 | 02/11/2024 - 02/17/2024 | 0.97 | 1.01 |
| * 8 | 02/18/2024 - 02/24/2024 | 0.96 | 1.00 |
| * 9 | 02/25/2024 - 03/02/2024 | 0.96 | 1.00 |
| *10 | 03/03/2024 - 03/09/2024 | 0.95 | 0.99 |
| *11 | 03/10/2024 - 03/16/2024 | 0.94 | 0.98 |
| *12 | 03/17/2024 - 03/23/2024 | 0.95 | 0.99 |
| *13 | 03/24/2024 - 03/30/2024 | 0.95 | 0.99 |
| *14 | 03/31/2024 - 04/06/2024 | 0.96 | 1.00 |
| *15 | 04/07/2024 - 04/13/2024 | 0.96 | 1.00 |
| *16 | 04/14/2024 - 04/20/2024 | 0.97 | 1.01 |
| *17 | 04/21/2024 - 04/27/2024 | 0.98 | 1.02 |
| *18 | 04/28/2024 - 05/04/2024 | 0.98 | 1.02 |
| *19 | 05/05/2024 - 05/11/2024 | 0.99 | 1.03 |
| 20 | 05/12/2024 - 05/18/2024 | 1.00 | 1.04 |
| 21 | 05/19/2024 - 05/25/2024 | 1.01 | 1.05 |
| 22 | 05/26/2024 - 06/01/2024 | 1.01 | 1.05 |
| 23 | 06/02/2024 - 06/08/2024 | 1.02 | 1.06 |
| 24 | 06/09/2024 - 06/15/2024 | 1.03 | 1.07 |
| 25 | 06/16/2024 - 06/22/2024 | 1.03 | 1.07 |
| 26 | 06/23/2024 - 06/29/2024 | 1.04 | 1.08 |
| 27 | 06/30/2024 - 07/06/2024 | 1.04 | 1.08 |
| 28 | 07/07/2024 - 07/13/2024 | 1.05 | 1.09 |
| 29 | 07/14/2024 - 07/20/2024 | 1.05 | 1.09 |
| 30 | 07/21/2024 - 07/27/2024 | 1.05 | 1.09 |
| 31 | 07/28/2024 - 08/03/2024 | 1.04 | 1.08 |
| 32 | 08/04/2024 - 08/10/2024 | 1.04 | 1.08 |
| 33 | 08/11/2024 - 08/17/2024 | 1.03 | 1.07 |
| 34 | 08/18/2024 - 08/24/2024 | 1.03 | 1.07 |
| 35 | 08/25/2024 - 08/31/2024 | 1.04 | 1.08 |
| 36 | 09/01/2024 - 09/07/2024 | 1.04 | 1.08 |
| 37 | 09/08/2024 - 09/14/2024 | 1.04 | 1.08 |
| 38 | 09/15/2024 - 09/21/2024 | 1.04 | 1.08 |
| 39 | 09/22/2024 - 09/28/2024 | 1.03 | 1.07 |
| 40 | 09/29/2024 - 10/05/2024 | 1.03 | 1.07 |
| 41 | 10/06/2024 - 10/12/2024 | 1.02 | 1.06 |
| 42 | 10/13/2024 - 10/19/2024 | 1.01 | 1.05 |
| 43 | 10/20/2024 - 10/26/2024 | 1.00 | 1.04 |
| 44 | 10/27/2024 - 11/02/2024 | 0.99 | 1.03 |
| 45 | 11/03/2024 - 11/09/2024 | 0.99 | 1.03 |
| 46 | 11/10/2024 - 11/16/2024 | 0.98 | 1.02 |
| 47 | 11/17/2024 - 11/23/2024 | 0.98 | 1.02 |
| 48 | 11/24/2024 - 11/30/2024 | 0.98 | 1.02 |
| 49 | 12/01/2024 - 12/07/2024 | 0.99 | 1.03 |
| 50 | 12/08/2024 - 12/14/2024 | 0.99 | 1.03 |
| 51 | 12/15/2024 - 12/21/2024 | 0.99 | 1.03 |
| 52 | 12/22/2024 - 12/28/2024 | 1.01 | 1.05 |
| 53 | 12/29/2024 - 12/31/2024 | 1.04 | 1.08 |

* PEAK SEASON

04-MAR-2025 16:32:51 830UPD 1_1600_PKSEASON.TXT

SIGNAL TIMINGS

**Station :** 1168 - Kathleen_Duff ( Standard File )

| Phase | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Walk | | 7 | | 7 | | 7 | | 7 | | | | | | | | |
| Ped Clearance | | 15 | | 20 | | 15 | | 20 | | | | | | | | |
| Min Green | 7 | 20 | 7 | 15 | 7 | 20 | 7 | 15 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| Passage | 3 | 4 | 3 | 3 | 3 | 4 | 3 | 3 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Max1 | 20 | 45 | 15 | 30 | 20 | 45 | 20 | 30 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 |
| Max2 | | | | | | | | | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 |
| Yellow | 3.6 | 4.8 | 3.4 | 4.4 | 3.6 | 4.8 | 3.4 | 3.7 | 3.5 | 3.5 | 3.5 | 3.5 | 3.5 | 3.5 | 3.5 | 3.5 |
| Red | 3 | 2.4 | 3.4 | 3.7 | 3 | 2.4 | 3.3 | 3.7 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 |
| Red Revert | | | | | | | | | | | | | | | | |
| Added Initial | | | | | | | | | | | | | | | | |
| Max Initial | | | | | | | | | | | | | | | | |
| Time Before Reduce | | | | | | | | | | | | | | | | |
| Cars Before Reduce | | | | | | | | | | | | | | | | |
| Time To Reduce | | | | | | | | | | | | | | | | |
| Reduce By | | | | | | | | | | | | | | | | |
| Min Gap | | | | | | | | | | | | | | | | |
| Dynamic Max Limit | | | | | | | | | | | | | | | | |
| Dynamic Max Step | | | | | | | | | | | | | | | | |
| Enable | ON | ON | ON | ON | ON | ON | ON | ON | | | | | | | | |
| Auto Entry | | | | | | | | | | | | | | | | |
| Auto Exit | | | | | | | | | | | | | | | | |
| Non Act1 | | | | | | | | | | | | | | | | |
| Non Act2 | | | | | | | | | | | | | | | | |
| Lock Call | | ON | | | | ON | | | ON | ON | ON | ON | ON | ON | ON | ON |
| Min Recall | | ON | | | ON | ON | | | | | | | | | | |
| Max Recall | | ON | | | | ON | | | | | | | | | | |
| Ped Recall | | | | | | | | | | | | | | | | |
| Soft Recall | | | | | | | | | | | | | | | | |
| Dual Entry | | ON | | ON | | ON | | ON | | | | | | | | |
| Sim Gap Enable | ON | ON | ON | ON | ON | ON | ON | ON | ON | ON | ON | ON | ON | ON | ON | ON |
| Guar Passage | | | | | | | | | | | | | | | | |
| Rest In Walk | | | | | | | | | | | | | | | | |
| Cond Service | | | | | | | | | | | | | | | | |
| Add Init Calc | | | | | | | | | | | | | | | | |
| Bike Clear | | | | | | | | | | | | | | | | |

## Preemption

| Channel | 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|---|
| Lock Input | ON | ON | ON | ON | ON | ON |
| Override Flash | ON | ON | ON | ON | ON | ON |
| Override Higher | ON | ON | ON | ON | ON | ON |
| Flash Dwell | ON | ON | | | | |
| Link | | | | | | |
| Delay | | | | | | |
| Min Duration | | | 3 | 3 | 3 | 3 |
| Min Green | | | 5 | 5 | 5 | 5 |
| Min Walk | | | | | | |
| Ped Clear | | | 20 | 20 | 20 | 20 |
| Track Green | | | | | | |
| Min Dwell | | | 20 | 25 | 20 | 25 |
| Max Presence | | | | | | |
| Track R1 | | | | | | |
| Track R2 | | | | | | |
| Track R3 | | | | | | |
| Track R4 | | | | | | |
| Dwell Ped1 | | | | | | |
| Exit R1 | | | | | | |
| Exit R2 | | | | | | |
| Exit R3 | | | | | | |
| Exit R4 | | | | | | |

## Preempt LP

| Channel | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| Min | | | | |
| Max | | | | |
| Type | | | | |
| Platoon Rx | | | | |
| Cond Lockout | | | | |
| Coord in Preempt | | | | |
| Platoon Tx | | | | |
| Lock | | | | |
| Begin Mode | SKIP | SKIP | SKIP | SKIP |
| Priority P1 | | | | |
| Priority P2 | | | | |
| Priority P3 | | | | |
| Priority P4 | | | | |
| Max Lockout | | | | |
| Ext Dwell | | | | |
| Ant Arrival | | | | |
| Max Grn 1 | | | | |
| Max Grn 2 | | | | |
| Max Grn 3 | | | | |
| Max Grn 4 | | | | |
| Max Grn 5 | | | | |
| Max Grn 6 | | | | |
| Max Grn 7 | | | | |
| Max Grn 8 | | | | |
| Max Grn 9 | | | | |
| Max Grn 10 | | | | |
| Max Grn 11 | | | | |
| Max Grn 12 | | | | |
| Max Grn 13 | | | | |
| Max Grn 14 | | | | |
| Max Grn 15 | | | | |
| Max Grn 16 | | | | |
| Headway Group | | | | |
| Queue Jump | | | | |
| Headway Time | | | | |
| TX Time | | | | |
| PP Hold Time | | | | |

| | | | | |
|---|---|---|---|---|
| PP Tx Phase 1 | | | | |
| PP Tx Phase 2 | | | | |
| PP Tx Phase 3 | | | | |
| PP Tx Phase 4 | | | | |

**Station :** 1168 - Kathleen_Duff ( Standard File )

## Coordination

| Hour | Minute | Action | Pattern | Cycle | Offset | Split | seqnc | Short | Long | Dwell | Split 1 | Split 2 | Split 3 | Split 4 | Split 5 | Split 6 | Split 7 | Split 8 | Split 9 | Split 10 | Split 11 | Split 12 | Split 13 | Split 14 | Split 15 | Split 16 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Day Plan 1** | | | | | | | | | | | **Easy** | | | | | | | | | | | | | | | |
| | | 99 | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | | 1 | 1 | | | 1 | 1 | | 17 | | | | | | | | | | | | | | | | | |
| 9 | | 99 | | | | | | | | | | | | | | | | | | | | | | | | |
| **Day Plan 2** | | | | | | | | | | | **Easy** | | | | | | | | | | | | | | | |
| **Day Plan 3** | | | | | | | | | | | **Easy** | | | | | | | | | | | | | | | |

**Station :** 1168 - Kathleen_Duff ( Standard File )

| Hour | Minute | Action | Pattern | Cycle | Offset | Split | seqnc | Short | Long | Dwell | Split 1 | Split 2 | Split 3 | Split 4 | Split 5 | Split 6 | Split 7 | Split 8 | Split 9 | Split 10 | Split 11 | Split 12 | Split 13 | Split 14 | Split 15 | Split 16 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Day Plan 4 | | | | | | | | | | | Easy | | | | | | | | | | | | | | | |

## Scheduler

| | Month | | | | | | | | | | | Day of Weekk | | | | | | | Day of Month | | | | | | | | | 1 | | | | | | | | | 2 | | | | | | | | | 3 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plan | J | F | M | A | M | J | J | A | S | O | N | D | S | M | T | W | T | F | S | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 0 | 1 | Day Plan |
| 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | 1 | 1 | 1 | 1 | 1 | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 3 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | | | | | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 7 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 8 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 9 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 11 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 12 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 13 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 14 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 17 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 18 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 19 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 21 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 22 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 27 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 28 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 29 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 30 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| 32 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |

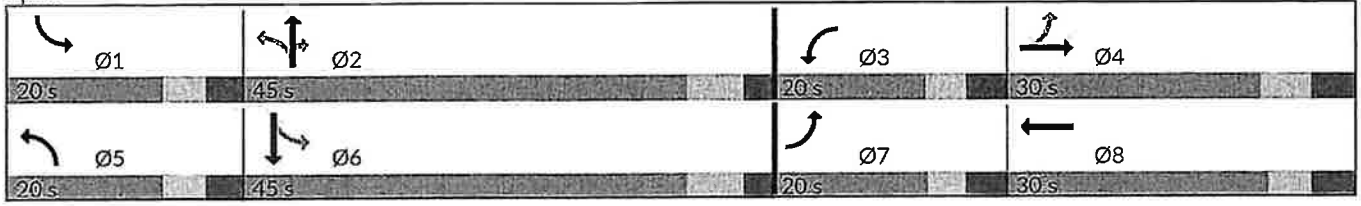
## User Comments:

INTERSECTION ANALYSIS

| Lane Group | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | | | | |
| Traffic Volume (vph) | 50 | 67 | 55 | 240 | 97 | 38 | 166 | 638 | 387 | 59 | 408 | 6 |
| Future Volume (vph) | 50 | 67 | 55 | 240 | 97 | 38 | 166 | 638 | 387 | 59 | 408 | 6 |
| Peak Hour Factor | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 | 0.97 |
| Shared Lane Traffic (%) | | | | | | | | | | | | |
| Turn Type | pm+pt | NA | | Prot | NA | | pm+pt | NA | Perm | pm+pt | NA | |
| Protected Phases | 7 | 4 | | 3 | 8 | | 5 | 2 | | 1 | 6 | |
| Permitted Phases | 4 | | | | | | 2 | | 2 | 6 | | |
| Detector Phase | 7 | 4 | | 3 | 8 | | 5 | 2 | 2 | 1 | 6 | |
| Switch Phase | | | | | | | | | | | | |
| Minimum Initial (s) | 7.0 | 15.0 | | 7.0 | 15.0 | | 7.0 | 20.0 | 20.0 | 7.0 | 20.0 | |
| Minimum Split (s) | 13.7 | 26.1 | | 13.8 | 25.4 | | 13.6 | 27.2 | 27.2 | 13.6 | 27.2 | |
| Total Split (s) | 20.0 | 30.0 | | 20.0 | 30.0 | | 20.0 | 45.0 | 45.0 | 20.0 | 45.0 | |
| Total Split (%) | 17.4% | 26.1% | | 17.4% | 26.1% | | 17.4% | 39.1% | 39.1% | 17.4% | 39.1% | |
| Yellow Time (s) | 3.4 | 4.4 | | 3.4 | 3.7 | | 3.6 | 4.8 | 4.8 | 3.6 | 4.8 | |
| All-Red Time (s) | 3.3 | 3.7 | | 3.4 | 3.7 | | 3.0 | 2.4 | 2.4 | 3.0 | 2.4 | |
| Lost Time Adjust (s) | 0.0 | 0.0 | | 0.0 | 0.0 | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | |
| Total Lost Time (s) | 6.7 | 8.1 | | 6.8 | 7.4 | | 6.6 | 7.2 | 7.2 | 6.6 | 7.2 | |
| Lead/Lag | Lead | Lag | | Lead | Lag | | Lead | Lag | Lag | Lead | Lag | |
| Lead-Lag Optimize? | Yes | Yes | | Yes | Yes | | Yes | Yes | Yes | Yes | Yes | |
| Recall Mode | None | None | | None | None | | None | Max | Max | None | Max | |
| Act Effct Green (s) | 24.7 | 15.3 | | 11.9 | 22.9 | | 53.9 | 44.1 | 44.1 | 46.1 | 37.9 | |
| Actuated g/C Ratio | 0.24 | 0.15 | | 0.11 | 0.22 | | 0.51 | 0.42 | 0.42 | 0.44 | 0.36 | |
| v/c Ratio | 0.16 | 0.45 | | 0.63 | 0.35 | | 0.34 | 0.44 | 0.44 | 0.16 | 0.33 | |
| Control Delay (s/veh) | 25.9 | 36.7 | | 52.5 | 35.9 | | 14.8 | 24.0 | 4.0 | 13.7 | 25.7 | |
| Queue Delay | 0.0 | 0.0 | | 0.0 | 0.0 | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | |
| Total Delay (s/veh) | 25.9 | 36.7 | | 52.5 | 35.9 | | 14.8 | 24.0 | 4.0 | 13.7 | 25.7 | |
| LOS | C | D | | D | D | | B | C | A | B | C | |
| Approach Delay (s/veh) | | 33.5 | | | 46.5 | | | 16.2 | | | 24.2 | |
| Approach LOS | | C | | | D | | | B | | | C | |

| Intersection Summary | |
|---|---|
| Cycle Length: 115 | |
| Actuated Cycle Length: 104.8 | |
| Natural Cycle: 85 | |
| Control Type: Actuated-Uncoordinated | |
| Maximum v/c Ratio: 0.63 | |
| Intersection Signal Delay (s/veh): 24.4 | Intersection LOS: C |
| Intersection Capacity Utilization 69.1% | ICU Level of Service C |
| Analysis Period (min) 15 | |

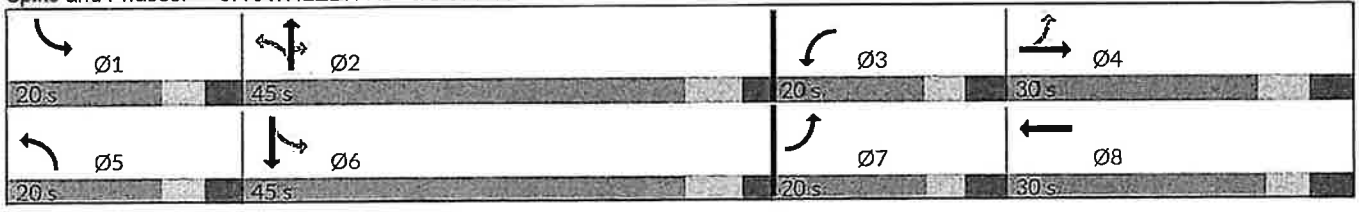
Splits and Phases: 3: KATHLEEN RD & DUFF RD



| Lane Group | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | | | | | | | |
| Traffic Volume (vph) | 15 | 40 | 43 | 353 | 48 | 17 | 56 | 281 | 303 | 43 | 628 | 38 |
| Future Volume (vph) | 15 | 40 | 43 | 353 | 48 | 17 | 56 | 281 | 303 | 43 | 628 | 38 |
| Peak Hour Factor | 0.87 | 0.87 | 0.87 | 0.87 | 0.87 | 0.87 | 0.87 | 0.87 | 0.87 | 0.87 | 0.87 | 0.87 |
| Shared Lane Traffic (%) | | | | | | | | | | | | |
| Turn Type | pm+pt | NA | | Prot | NA | | pm+pt | NA | Perm | pm+pt | NA | |
| Protected Phases | 7 | 4 | | 3 | 8 | | 5 | 2 | | 1 | 6 | |
| Permitted Phases | 4 | | | | | | 2 | | 2 | 6 | | |
| Detector Phase | 7 | 4 | | 3 | 8 | | 5 | 2 | 2 | 1 | 6 | |
| Switch Phase | | | | | | | | | | | | |
| Minimum Initial (s) | 7.0 | 15.0 | | 7.0 | 15.0 | | 7.0 | 20.0 | 20.0 | 7.0 | 20.0 | |
| Minimum Split (s) | 13.7 | 26.1 | | 13.8 | 25.4 | | 13.6 | 27.2 | 27.2 | 13.6 | 27.2 | |
| Total Split (s) | 20.0 | 30.0 | | 20.0 | 30.0 | | 20.0 | 45.0 | 45.0 | 20.0 | 45.0 | |
| Total Split (%) | 17.4% | 26.1% | | 17.4% | 26.1% | | 17.4% | 39.1% | 39.1% | 17.4% | 39.1% | |
| Yellow Time (s) | 3.4 | 4.4 | | 3.4 | 3.7 | | 3.6 | 4.8 | 4.8 | 3.6 | 4.8 | |
| All-Red Time (s) | 3.3 | 3.7 | | 3.4 | 3.7 | | 3.0 | 2.4 | 2.4 | 3.0 | 2.4 | |
| Lost Time Adjust (s) | 0.0 | 0.0 | | 0.0 | 0.0 | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | |
| Total Lost Time (s) | 6.7 | 8.1 | | 6.8 | 7.4 | | 6.6 | 7.2 | 7.2 | 6.6 | 7.2 | |
| Lead/Lag | Lead | Lag | | Lead | Lag | | Lead | Lag | Lag | Lead | Lag | |
| Lead-Lag Optimize? | Yes | Yes | | Yes | Yes | | Yes | Yes | Yes | Yes | Yes | |
| Recall Mode | None | None | | None | None | | None | Max | Max | None | Max | |
| Act Effct Green (s) | 19.5 | 15.4 | | 14.3 | 25.7 | | 45.7 | 39.2 | 39.2 | 45.1 | 38.9 | |
| Actuated g/C Ratio | 0.20 | 0.16 | | 0.15 | 0.27 | | 0.48 | 0.41 | 0.41 | 0.47 | 0.41 | |
| v/c Ratio | 0.06 | 0.31 | | 0.79 | 0.15 | | 0.19 | 0.22 | 0.41 | 0.09 | 0.54 | |
| Control Delay (s/veh) | 23.2 | 27.7 | | 54.9 | 26.5 | | 14.1 | 21.4 | 4.1 | 13.1 | 25.6 | |
| Queue Delay | 0.0 | 0.0 | | 0.0 | 0.0 | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | |
| Total Delay (s/veh) | 23.2 | 27.7 | | 54.9 | 26.5 | | 14.1 | 21.4 | 4.1 | 13.1 | 25.6 | |
| LOS | C | C | | D | C | | B | C | A | B | C | |
| Approach Delay (s/veh) | | 27.0 | | | 50.5 | | | 12.6 | | | 24.8 | |
| Approach LOS | | C | | | D | | | B | | | C | |

| Intersection Summary | |
|---|---|
| Cycle Length: 115 | |
| Actuated Cycle Length: 95.6 | |
| Natural Cycle: 85 | |
| Control Type: Actuated-Uncoordinated | |
| Maximum v/c Ratio: 0.79 | |
| Intersection Signal Delay (s/veh): 26.5 | Intersection LOS: C |
| Intersection Capacity Utilization 58.8% | ICU Level of Service B |
| Analysis Period (min) 15 | |

Splits and Phases: 3: KATHLEEN RD & DUFF RD



# HCS Two-Way Stop-Control Report

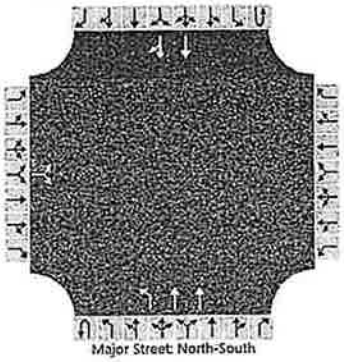
## General Information

| | |
|---|---|
| Analyst | KE |
| Agency/Co. | LINCKS & ASSOCIATES |
| Date Performed | 10/22/2025 |
| Analysis Year | 2025 |
| Time Analyzed | AM PEAK HOUR |
| Intersection Orientation | North-South |
| Project Description | PEAK SEASON PLUS PROJECT TRAFFIC |

## Site Information

| | |
|---|---|
| Intersection | KATHLEEN RD & ACCESS |
| Jurisdiction | POLK CO. |
| East/West Street | |
| North/South Street | |
| Peak Hour Factor | 0.92 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes




## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | | 10 | 11 | 12 | | 7 | 8 | 9 | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 |
| Number of Lanes | | 0 | 1 | 0 | | 0 | 0 | 0 | 0 | 1 | 2 | 0 | 0 | 0 | 2 | 0 |
| Configuration | | | LR | | | | | | | L | T | | | | T | TR |
| Volume (veh/h) | | 35 | | 25 | | | | | 0 | 19 | 613 | | | | 985 | 44 |
| Percent Heavy Vehicles (%) | | 3 | | 3 | | | | | 3 | 3 | | | | | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | 0 | | | | | | | | | | | | | | |
| Right Turn Channelized | | | | | | | | | | | | | | | | |
| Median Type \| Storage | | Undivided | | | | | | | | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | 7.5 | | 6.9 | | | | | | 4.1 | | | | | | |
| Critical Headway (sec) | | 6.86 | | 6.96 | | | | | | 4.16 | | | | | | |
| Base Follow-Up Headway (sec) | | 3.5 | | 3.3 | | | | | | 2.2 | | | | | | |
| Follow-Up Headway (sec) | | 3.53 | | 3.33 | | | | | | 2.23 | | | | | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | 65 | | | | | | | 21 | | | | | | |
| Capacity, c (veh/h) | | | 166 | | | | | | | 614 | | | | | | |
| v/c Ratio | | | 0.39 | | | | | | | 0.03 | | | | | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | 1.7 | | | | | | | 0.1 | | | | | | |
| 95% Queue Length, $Q_{95}$ (ft) | | | 43.5 | | | | | | | 2.6 | | | | | | |
| Control Delay (s/veh) | | | 40.2 | | | | | | | 11.1 | | | | | | |
| Level of Service (LOS) | | | E | | | | | | | B | | | | | | |
| Approach Delay (s/veh) | | 40.2 | | | | | | | 0.3 | | | | | | | |
| Approach LOS | | E | | | | | | | A | | | | | | | |

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# HCS Two-Way Stop-Control Report

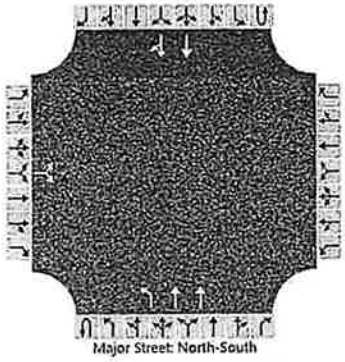
## General Information

| | |
|---|---|
| Analyst | KE |
| Agency/Co. | LINCKS & ASSOCIATES |
| Date Performed | 10/22/2025 |
| Analysis Year | 2025 |
| Time Analyzed | PM PEAK HOUR |
| Intersection Orientation | North-South |
| Project Description | PEAK SEASON PLUS PROJECT TRAFFIC |

## Site Information

| | |
|---|---|
| Intersection | KATHLEEN RD & ACCESS |
| Jurisdiction | POLK CO. |
| East/West Street | |
| North/South Street | |
| Peak Hour Factor | 0.92 |
| Analysis Time Period (hrs) | 0.25 |

## Lanes




## Vehicle Volumes and Adjustments

| Approach | Eastbound | | | | Westbound | | | | Northbound | | | | Southbound | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | U | L | T | R | U | L | T | R | U | L | T | R | U | L | T | R |
| Priority | | 10 | 11 | 12 | | 7 | 8 | 9 | 1U | 1 | 2 | 3 | 4U | 4 | 5 | 6 |
| Number of Lanes | | 0 | 1 | 0 | | 0 | 0 | 0 | 0 | 1 | 2 | 0 | 0 | 0 | 2 | 0 |
| Configuration | | | LR | | | | | | | L | T | | | | T | TR |
| Volume (veh/h) | | 39 | | 17 | | | | | 0 | 26 | 1171 | | | | 689 | 35 |
| Percent Heavy Vehicles (%) | | 3 | | 3 | | | | | 3 | 3 | | | | | | |
| Proportion Time Blocked | | | | | | | | | | | | | | | | |
| Percent Grade (%) | | 0 | | | | | | | | | | | | | | |
| Right Turn Channelized | | | | | | | | | | | | | | | | |
| Median Type \| Storage | | Undivided | | | | | | | | | | | | | | |

## Critical and Follow-up Headways

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Base Critical Headway (sec) | | 7.5 | | 6.9 | | | | | | 4.1 | | | | | | |
| Critical Headway (sec) | | 6.86 | | 6.96 | | | | | | 4.16 | | | | | | |
| Base Follow-Up Headway (sec) | | 3.5 | | 3.3 | | | | | | 2.2 | | | | | | |
| Follow-Up Headway (sec) | | 3.53 | | 3.33 | | | | | | 2.23 | | | | | | |

## Delay, Queue Length, and Level of Service

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Flow Rate, v (veh/h) | | | 61 | | | | | | | 28 | | | | | | |
| Capacity, c (veh/h) | | | 152 | | | | | | | 822 | | | | | | |
| v/c Ratio | | | 0.40 | | | | | | | 0.03 | | | | | | |
| 95% Queue Length, $Q_{95}$ (veh) | | | 1.7 | | | | | | | 0.1 | | | | | | |
| 95% Queue Length, $Q_{95}$ (ft) | | | 43.5 | | | | | | | 2.6 | | | | | | |
| Control Delay (s/veh) | | | 43.7 | | | | | | | 9.5 | | | | | | |
| Level of Service (LOS) | | | E | | | | | | | A | | | | | | |
| Approach Delay (s/veh) | | 43.7 | | | | | | | | 0.2 | | | | | | |
| Approach LOS | | E | | | | | | | | A | | | | | | |

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POLK COUNTY LDC

## Section 705 - Access to County Transportation System (Rev. 7/10/18 - Ord. 18-047; 7/25/01 - Ord. 01- 57; Rev. 12-08-03 Ord. 03-69

This Section establishes standards for the vehicular ingress and egress from public and private roads in order to promote pedestrian and vehicular safety, minimize congestion, promote roadway aesthetics, provide for safe ingress and egress for emergency vehicles and maintain the functional capacity of roads in Polk County.

A. **Minimum Access and Frontage (Rev. 7/10/18 - Ord. 18-047; 03/190/08 - Ord. 08-004; 2/11/02 - Ord. 02-07)**

A tract of land to be used for residential or non-residential purposes shall have:

1. Legal access to a paved County road; and
2. Except as otherwise provided herein, direct frontage on a paved road accepted by the County for maintenance which includes:
   a. NON-RESIDENTIAL DEVELOPMENT - A non-residential development may meet minimum access and frontage requirements through the provision of a County approved, paved private internal service road that gives access to a paved County road and is maintained through a maintenance agreement, easement agreement or other similar agreement;
   b. RESIDENTIAL DEVELOPMENT - A residential development may meet minimum access and frontage requirements as follows:
      i. Through platted private roads, constructed to county standards, which provide access to a paved county road, and whose maintenance and upkeep are provided for by a homeowners association, property - owners association, or other similar organization;
      ii. Through platted public roads constructed to County standards and accepted by Polk County for maintenance and upkeep; or
      iii. Through a legally established easement consistent with the requirements outlined in Section 705 B.
   c. For multi-family developments, a County approved, paved private internal service road can provide access between common areas and a paved county road. The maintenance of said service road must be covered under a maintenance agreement, easement agreement, or other similar agreement.

B. **Residential Access Through Easement (Added 07/10/18 - Ord. 18-047)**

1. An easement providing access to a residential lot from a paved road meeting County standards shall meet the following requirements; the easement shall:
   a.

Provide access for no more than four lots subject to other density, minimum lot size requirements and any other applicable requirements of this Code;

b. Have a minimum width of 20 feet;

c. Not exceed 0.25 miles (1,320 feet) in length;

d. Provide for sufficient ingress and egress for fire trucks, ambulances, police cars and emergency vehicles; and

e. Be supported by the joinder and consent of all fee owners under easements to the use of the easement by the subject parcel(s). If joinders are provided for the easement, it shall be accompanied by an ownership and encumbrance report based on the legal description of the easement. In lieu of joinders, an applicant may provide a legal opinion from a licensed Florida attorney stating a lot has legal access, along with supporting documentation.

2. When creating a parcel that will be accessed solely via an easement as provided for herein, the parent tract (prior to subdividing) shall directly front on a public or private paved road meeting County standards. If the parent parcel fronts an unpaved road that is maintained by the County and the road is less than 0.25 miles (1,320 feet) in length, this shall also suffice as direct frontage.

3. The provisions as outlined in subsection B.1 above shall not be eligible for lots created as part of large unrecorded subdivisions where infrastructure was not constructed, as documented herein this Code.

4. Access provided solely via an easement shall not be permitted in undeveloped recorded subdivisions where infrastructure does not exist, commonly referred to as "paper plats."

5. Access provided solely via easement shall not be permitted in the Green Swamp Area of Critical State Concern.

6. Lot(s) gaining access solely via an easement pursuant to this Section shall be subject to a Level 1 Review and be provided written approval of same prior to obtaining a building permit.

7. Waivers to Section 705 B. (subsections 1.a. [number of lots] and 1.c. and 2. only) may be granted by the Board of County Commissioners pursuant to a Level 4 Review and subject to the waiver provisions in Section 932 of this Code.

C. **Types of Ingress and Egress (Rev. 2/11/02 - Ord. 02-07)**

Intersection [1] design standards vary based on the estimated amount of traffic entering and exiting through a development site entrance according to the most recent ITE [2] manual. The following standards apply to all roads within unincorporated Polk County and all County maintained roads within municipal boundaries where the cumulative traffic generation at a driveway or roadway

intersection exceeds 90 AADT or 20 parking spaces. These standards are graphically depicted in Appendix A of this Code. The applicable Intersection types are as follows:

1. A Type I intersection is required for new or reconstructed roads and non-residential driveways serving less than 500 AADT and less than 100 parking spaces. (see figure A.10) However, a 12' lane on the opposite side of the centerline is not required for developments of less the 250 AADT and less than 50 parking spaces.
2. A Type II intersection is required for new or reconstructed roads and non-residential driveways serving more than 499 AADT or 99 parking spaces, but less than 1,000 AADT and 200 parking spaces. Type II design varies depending on posted speed. (see figure A.11)
3. A Type III intersection is required for new or reconstructed roads and non-residential driveways serving more than 999 AADT or 199 parking spaces, but less than 1,500 AADT and 300 parking spaces. Type III design varies depending on posted speed. (see figure A.12)
4. A Type IV intersection is required for new or reconstructed roads and non-residential driveways serving more than 1,499 AADT or 299 parking spaces. Type IV design varies depending on posted speed. (see figure A.13)
5. A Type V intersection is required for new or reconstructed roads and non-residential driveways accessing a divided highway where the development is serving more than 500 AADT or 100 parking spaces, but less than 1,000 AADT and 200 parking spaces. Type V design varies depending on posted speed. (see figure A.14)
6. A Type VI intersection is required for new or reconstructed roads and non-residential driveways accessing a divided highway where the development is serving more than 1,000 AADT or 200 parking spaces. Type VI design varies depending on posted speed. (see figure A.15)
7. All lanes of collector and arterial roadways shall be a minimum of 12 feet in width for the length of intersection construction.
8. Where an intersection occurs on a roadway that is identified to be below its designated level of service standard, intersection standards shall be increased as required by the County Engineer.
9. Intersection standards are based upon the cumulative amount of AADT passing through an individual ingress and egress point. Additional phases within a residential development, increases in parking spaces, or increases in AADT on an existing intersection may require that intersection to be redeveloped to greater standards.
10.

The requirements of this section are minimum standards. The results of traffic studies may indicate the need for a higher standard of intersection construction, but shall not enable lower standards than the minimum requirements.

11. Where a development's sole access is a local residential road, and the roadway is part of a longer route that is interconnected with other collector or arterial roads and it serves multiple properties, the County Engineer may require intersection improvements to meet collector road standards based on future volumes, function, and or safety.
12. Due to roadway conditions including, but not limited to, site distance, pavement width, clear recovery, and terrain, higher intersection standards may be required by the County Engineer.

D. **Access to Substandard Roads (Rev. 2/11/02 - Ord. 02-07)**

Development sites accessing a collector or arterial roadway that is substandard due to pavement width shall increase the pavement width to 24 feet in both directions and equally on both sides of the road along the existing roadway right-of-way for a distance as specified in Table 7.4b from the end of intersection construction.

E. **Substandard Right-of-Way Width (Rev. 01/07/14 - Ord 14-004; Rev. 9/13/06 - Ord. 06-047; Rev. 2/11/02 - Ord. 02-07)**

Land, to be developed for residential purposes or non residential developments generating 27 or more new vehicle trips per day adjacent to an existing County road where right-of-way is deficient shall dedicate or deed additional right-of way from the centerline of the existing County road along the entire frontage of the development site at a width to meet the following requirements:

1. 40 feet from the centerline of two (2) lane collector roads constructed with a Rural Section (no curb); and
2. 30 feet from the centerline of two (2) lane collector roads constructed with a Village Section (depressed curb) and an Urban Section (curb and gutter).

**Table 7.4b (Rev. 2/11/02 - Ord. 02-07)**

| Length of Pavement Width Improvement<br>(Both Directions From the End of Intersection Construction, Both Sides of Roadway) |
|---|

| | Posted Speed | | | | |
|---|---|---|---|---|---|
| | 35 mph or less | 40 mph | 45 mph | 50 mph | 55 mph and greater |
| Distance widened to 24' beyond Intersection Improvements if pavement is currently 20' wide or better | 70' | 80' | 90' | 100' | 110' |
| Distance widened to 24' beyond Intersection Improvements if pavement is currently less than 20' wide [3] | 105' | 120' | 135' | 150' | 165' |
| [3] Use 35' per 1' to determine specific lengths for roads that are greater than 18' in current width. | | | | | |

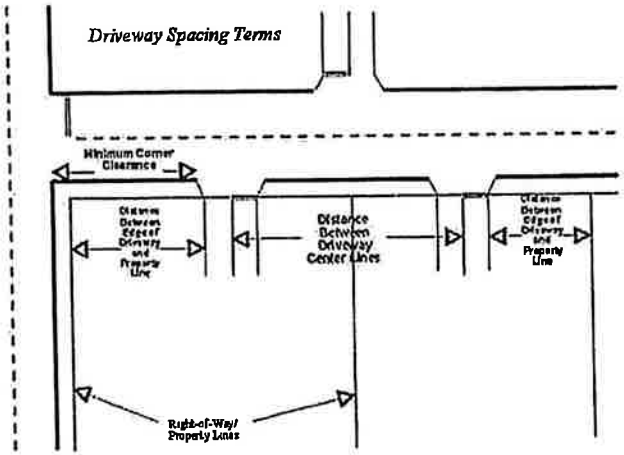
F. **Driveway Permits (Revised 5/20/09 - Ord. 09-023)**

1. A driveway permit shall be obtained from the County prior to the installation of any access to a County maintained road, in the following situations:
   a. The alteration of an existing driveway, the issuance of a construction permit or mobile home set-up permit, or a new driveway on a County maintained road is proposed;
   b. Where the use of any building, structure, or premises is increased through addition of dwelling units, gross floor area, seating capacity, or other units related to trip generation;
   c. Prior to final development approval of any other development requesting direct access to a County maintained road, even when Polk County has no jurisdiction over the development;
   d. A temporary driveway permit must be obtained for construction access to a County maintained road.

e. Bona fide agricultural uses which receive an agricultural exemption shall comply with all requirements except paving.

2. A driveway permit is not required for:
   a. Driveways designed and approved on subdivision plans, when constructed or bonded as part of the subdivision construction, prior to plat approval. Such subdivision plans must show a typical detail of the access required to serve each lot.
   b. Building permit applications for accessory structures to an existing residence where no additional driveway is needed.
   c. If approved on construction plans per Section 704.
   d. Paved residential driveway surfaces on local roads with curb and gutter, Miami curb or asphalt wings, constructed after the effective date of this Code.
   e. On existing driveways without culverts where no change to driveways are made.
3. Driveway permit applications and the applicable fee shall be submitted as follows:
   a. All driveway permit applications for single-family, duplex, triplexes, quadruplexes, and all agricultural uses, including temporary driveway permit applications, shall be submitted to the Building Division.
   b. All driveway permit applications for uses not included in Section 705 A.3.a, including temporary driveway permit applications, shall be submitted to the Land Development Division.
   c. Any permits required by FDOT may serve in lieu of a Polk County driveway permit. A letter from FDOT will satisfy this requirement for existing driveways.
   d. Driveways to roads under FDOT jurisdiction and driveways to be located on a County road within 0.25 mile of a limited access right-of-way fence shall comply with FDOT Administrative Rule 14-96 and 14-97.

**Figure 7.1 Residential and Non-Residential Driveway and intersection spacing measurements[1](Rev. 8/28/02 - Ord. 0256)**




(1) See Table 7.5 and 7.6

4. Driveway permits shall be issued along with Final Development Plan approval. Building permits for buildings on any Final Development Plan shall not be issued until necessary driveway permits have been issued. No Certificate of Occupancy shall be issued until the required driveway has been constructed in accordance with these regulations.

G. **Residential Driveway Location- Single-Family, Duplex, Triplex, and Quadruplex**

1. The number and placement of driveways allowed for each parcel shall be determined using the following criteria:
   a. All parcels shall be allowed one, two-way driveway or a pair of one-way driveways, except for those properties further restricted by a subdivision plat or a Final Development Plan;
   b. A third access point may be allowed for properties with at least two times the frontage as provided for in Section 822. Right-in only and right-out only driveways shall be used for this additional access;
   c. The minimum distance between two-way driveway center lines shall be in accordance with Table 7.5;

**Table 7.5 Residential Driveway Standards*(3)**

| Roadway Classification | Forty or less AADT |
|---|---|
| Minimum Distance Between Driveway Center lines | |

| | |
|---|---|
| Arterial, Principal | (1) |
| Arterial, Minor | 100' |
| Collector, Urban | 100' |
| Collector, Rural Major | 100' |
| Collector, Rural Minor | 100' |
| Local, Commercial | 100' |
| **Minimum Distance Between Edge of Driveway and Property Line(2)** | |
| Arterial, Principal | n/a |
| Arterial, Minor | n/a |
| Collector, Urban | n/a |
| Collector, Rural Major | n/a |
| Collector, Rural Minor | n/a |
| Local, Commercial | n/a |
| **Minimum Corner Clearance** | |

| | |
|---|---|
| Arterial, Principal | (1) |
| Arterial, Minor | (1) |
| Collector, Urban | 60' |
| Collector, Rural Major | 60' |
| Collector, Rural Minor | 60' |
| Local, Commercial | 60' |
| Local, Residential | 6' |

(1) Undesirable uses on roads of this classification, generally not permitted.

(2) This distance is measured from the right-of-way line.

(3) See Figure 7.1 Residential and Non-Residential Driveway and Intersection Spacing Measurements.

* General Notes: Does not apply to FDOT accessed roads and Lots-of-Record. The minimum distance from the intersecting edge of pavement to nearest edge of driveway (corner clearance). Corner clearance shall be measured from the edge of road to the edge of driveway along the right-of-way line. Local residential roads within platted subdivisions are exempt from Table 7.5.

d. The minimum distance between a two-way driveway centerline and a one-way driveway centerline on one parcel shall be in accordance with Table 7.5;
e. No driveways are to be constructed within intersections;
f. No driveways are to be constructed within turn lanes, or tapers unless no other access is available;
g.

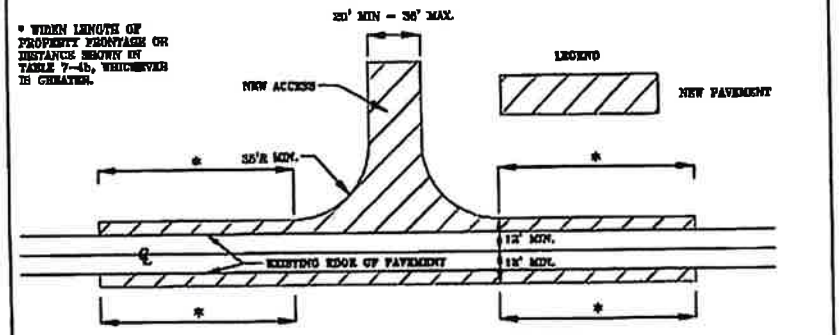
The minimum distance between the driveway and any adjacent property line without a cross-access easement shall be in accordance with Table 7.5.

2. Driveways near intersections shall be located to provide for stacking and protection of left turn movements. The minimum distance from the intersecting edge of pavement to nearest edge of driveway (corner clearance) shall be in accordance with Table 7.5. Return radii of driveway or intersecting roads are not included in this measurement.
3. Acceleration, deceleration, and turning lanes shall conform to the construction standards contained in Appendix A Technical Standards Manual.
4. All driveways shall be constructed within the limits of the frontage boundary of the property or development they serve.
5. Mitered end sections added to existing residential driveway culverts may encroach the frontage boundary of an adjacent property.

H. **Non-Residential Driveway Location, including Multi-Family Structures of 5 Dwelling Units or More (Rev. 3/25/03 - Ord. 03-26; 7/25/01 - Ord. 01-57)**

1. Non-residential driveways shall not be permitted on a local road when it results in traffic from a collector or arterial road to pass residentially used or designated property.
2. Out-parcels for shopping, office, or industrial centers shall be limited to internal access to the center unless otherwise approved as part of a master development plan.
3. The number and placement of driveways allowed for each parcel shall be determined using the following criteria:
   a. All parcels shall be allowed one two-way driveway or may be allowed a pair of one-way driveways, except for those properties restricted by subdivision plat or a Final Development Plan.
   b. The minimum distance between two-way driveway center lines shall be in accordance with Table 7.6.
   c. The minimum distance between a two-way driveway centerline and a one-way driveway centerline on one parcel shall be in accordance with Table 7.6.
   d. No driveways are to be constructed within intersections.
   e. No driveways are to be constructed within turn lanes, or tapers unless no other access is available.
   f. The minimum distance between the driveway and any adjacent property line without a cross-access easement shall be in accordance with Table 7.6.

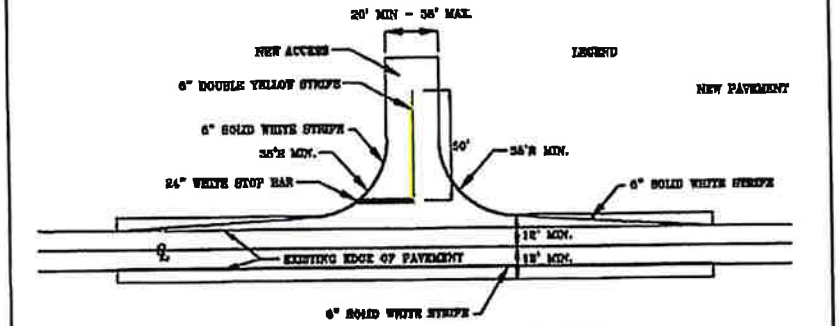
## Figure A9
## Type I Intersection Geometric Plan




Typical Intersection Design for New Roads and Non-residential Driveways Serving up to 400 AADT or 99 Parking Spaces

Note: Driveways and roads serving less than 250 AADT or 50 parking spaces are not required to install a 12' lane opposite the centerline as shown above.

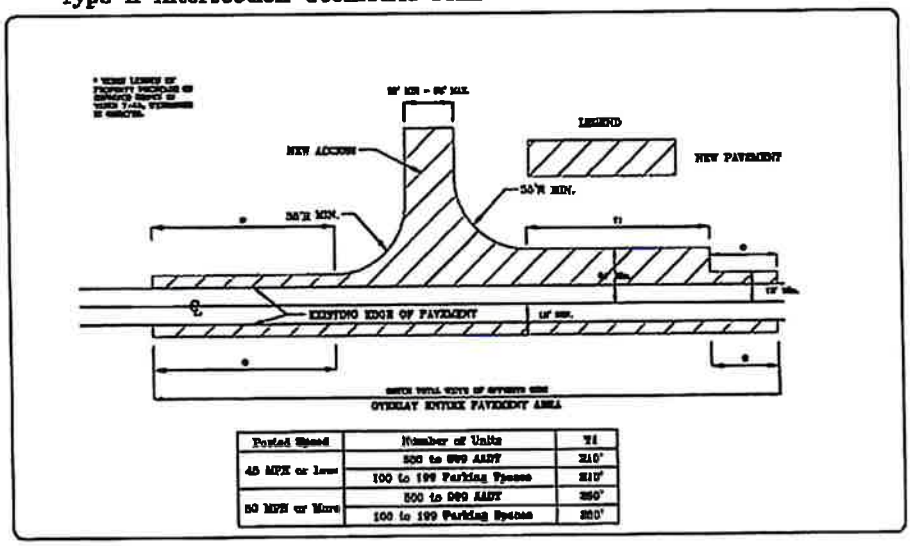
## Type I Intersection Striping Plan




Typical Intersection Design for New Roads and Non-residential Driveways Serving up to 400 AADT or 99 Parking Spaces

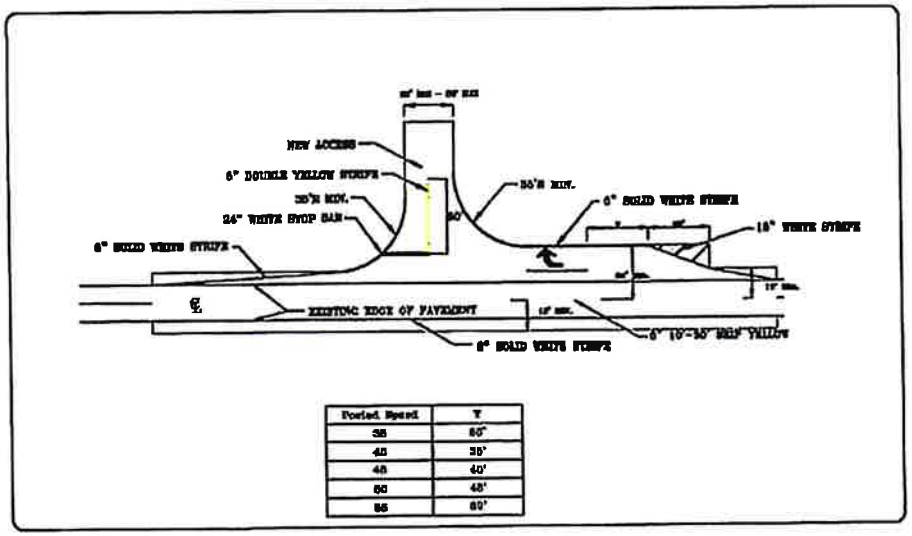
Note: Driveways and roads serving less than 250 AADT or 50 parking spaces are not required to install a 12' lane opposite the centerline as shown above.

**Figure A10**
**Type II Intersection Geometric Plan**



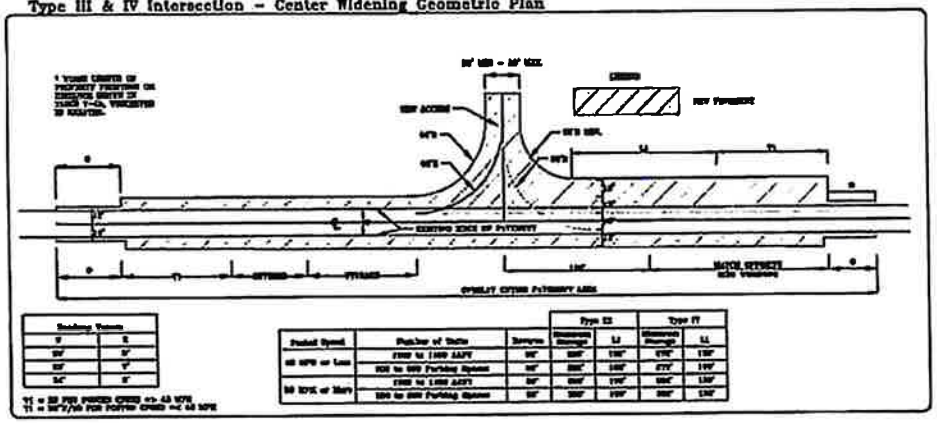

| Posted Speed | Number of Units | T1 |
|---|---|---|
| 45 MPH or less | 500 to 999 ADT | 210' |
| | 100 to 199 Parking Spaces | 210' |
| 50 MPH or More | 500 to 999 ADT | 250' |
| | 100 to 199 Parking Spaces | 250' |

**Type II Intersection Striping Plan**




| Posted Speed | T |
|---|---|
| 35 | 50' |
| 40 | 35' |
| 45 | 40' |
| 50 | 45' |
| 55 | 50' |

Figure A11
Type III & IV Intersection – Center Widening Geometric Plan



Type III & IV Intersection – Center Widening Striping Plan

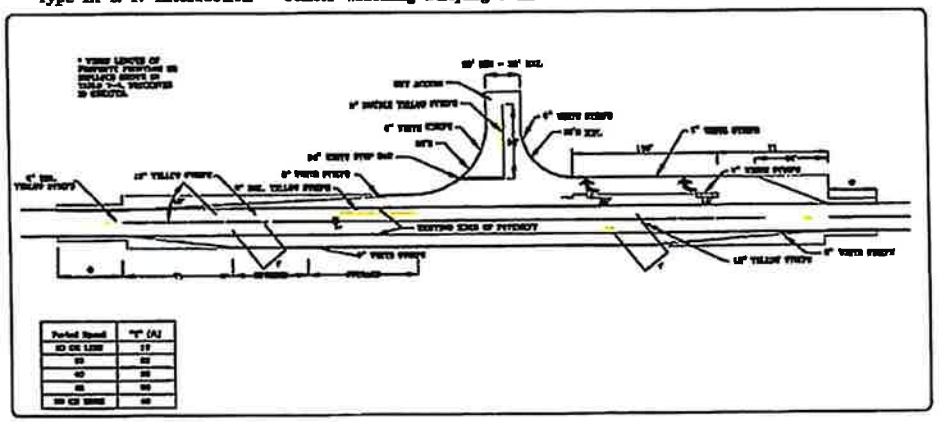
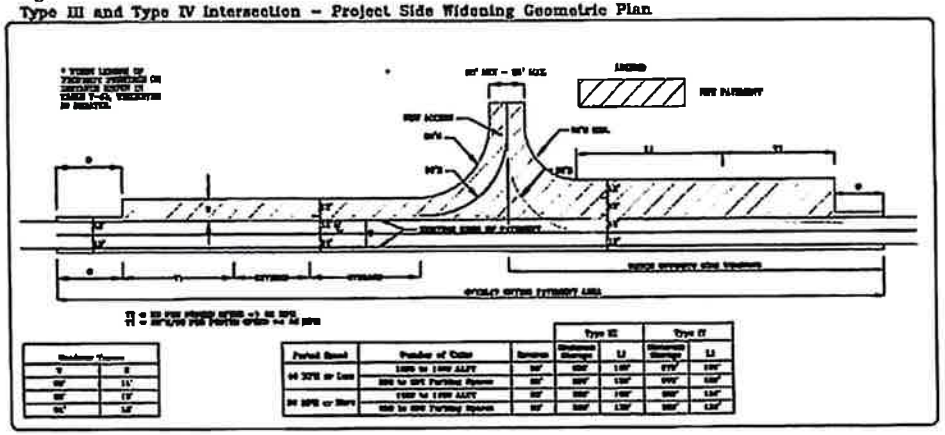
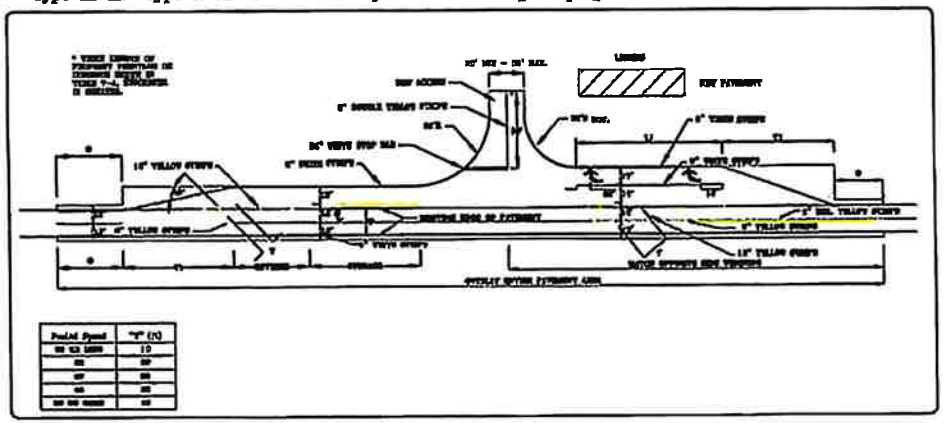


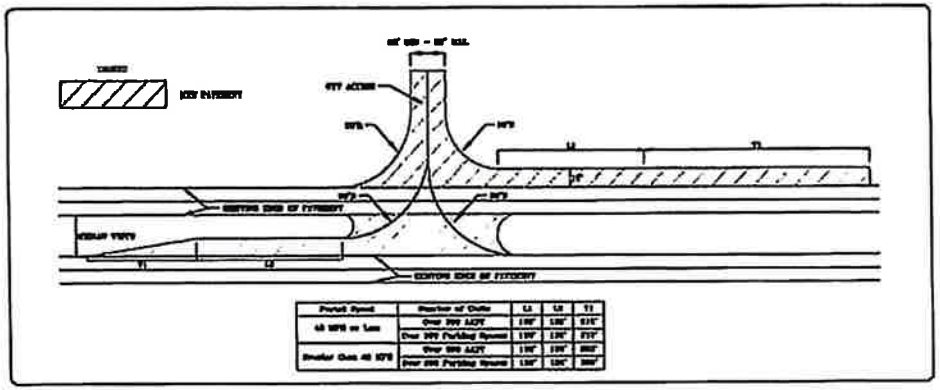
**Figure A12**
**Type III and Type IV Intersection – Project Side Widening Geometric Plan**



**Type III and Type IV Intersection – Project Side Widening Striping Plan**



Type V Intersection (Divided Highway) Geometric Plan



Type V Intersection (Divided Highway) Striping Plan

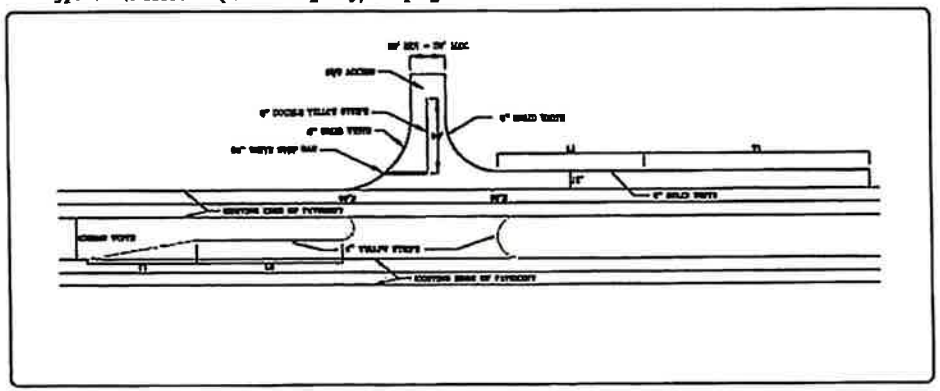
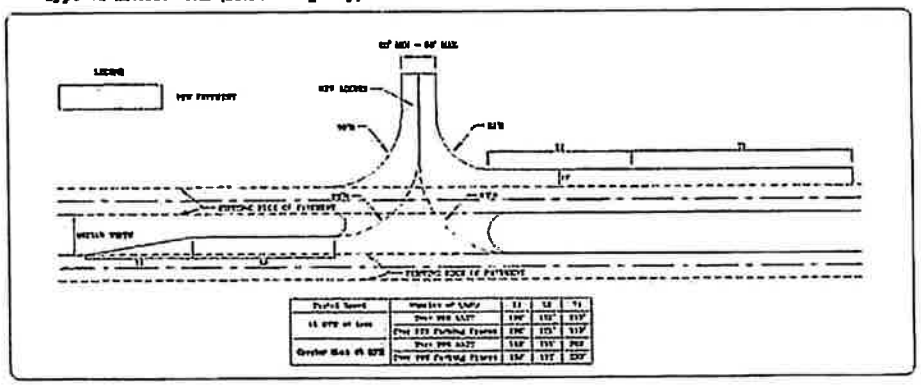
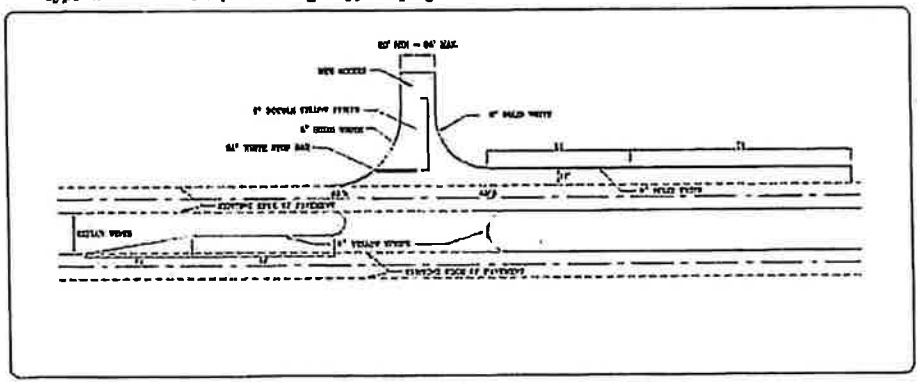


Figure A14
Type VI Intersection (Divided Highway) Geometric Plan



Type VI Intersection (Divided Highway) Striping Plan



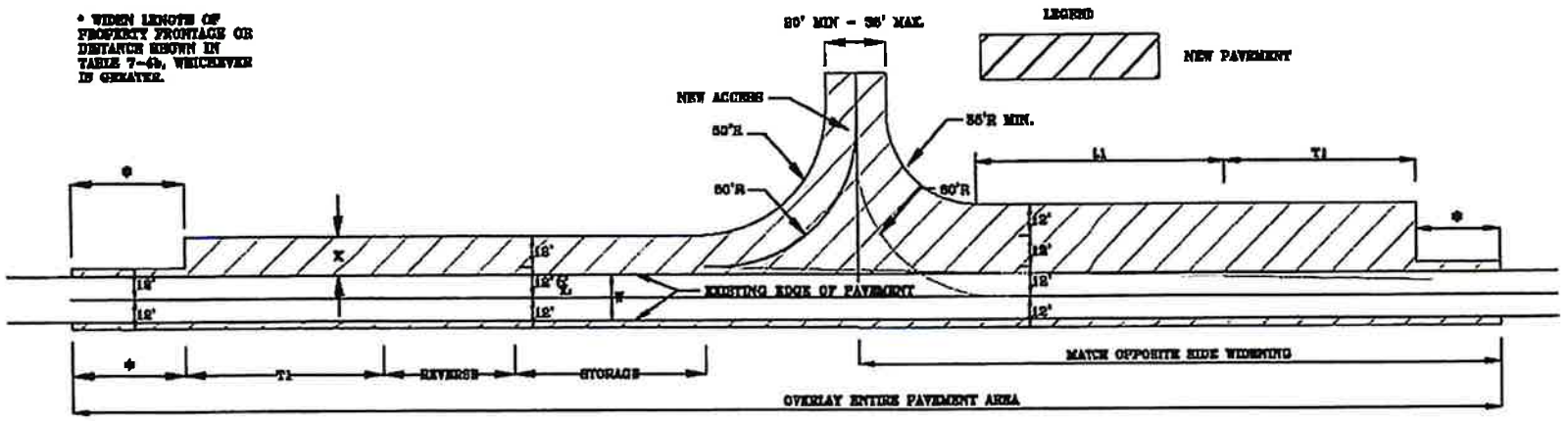
## B. Materials

1. Portland Cement shall be Type I or Type I-P and shall comply with the Standard Specifications for Portland Cement ASTM C-145. Cement which is partially set, lumpy or caked shall not be used. One cubic foot of Portland Cement shall be considered to weigh 94 lbs.
2. Water shall be clean and free from substance deleterious to the hardening of the soil cement.
3. Only soils which have proven themselves to produce a high quality soil cement base shall be acceptable. New sources of soil cement material shall be approved by the County Engineer prior to use.

## C. Equipment

Soil cement may be constructed with any machine, combination of machines or equipment that will produce the results meeting the requirements for soil pulverization, cement application, mixing, uniform depth control, water application, incorporation of materials, compaction, finishing and curing, as required by these specifications.

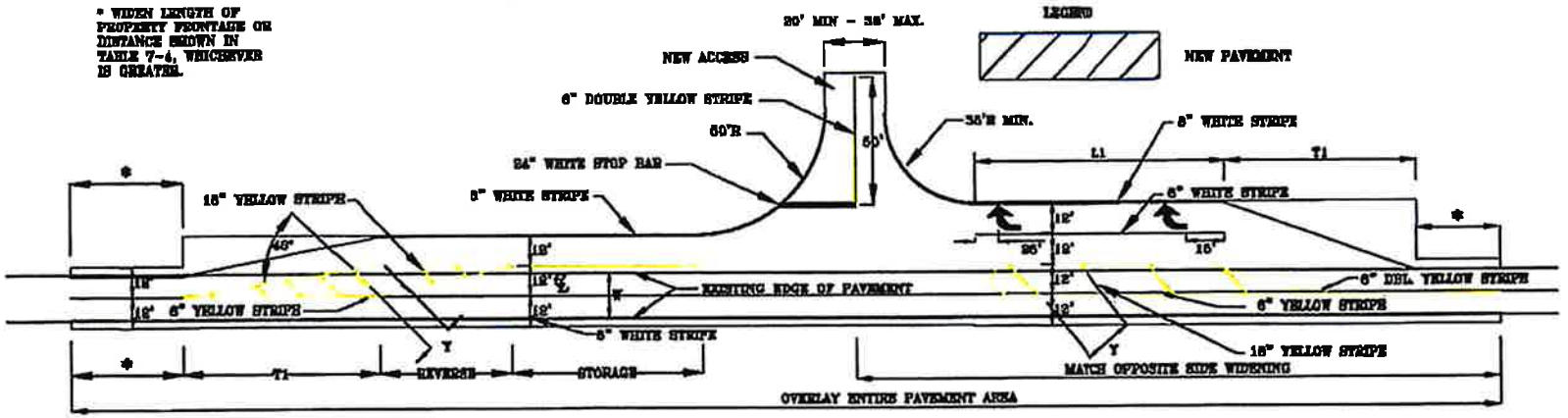
Figure A12
Type III and Type IV Intersection – Project Side Widening Geometric Plan




| Roadway Tapers | |
|---|---|
| W | X |
| 20' | 14' |
| 22' | 13' |
| 24' | 12' |

| Posted Speed | Number of Units | Reverse | Type III Minimum Storage | Type III L1 | Type IV Minimum Storage | Type IV L1 |
|---|---|---|---|---|---|---|
| 45 MPH or Less | 1000 to 1499 AADT | 50' | 225' | 100' | 275' | 100' |
| | 200 to 299 Parking Spaces | 50' | 225' | 100' | 275' | 100' |
| 50 MPH or More | 1000 to 1499 AADT | 50' | 300' | 100' | 350' | 150' |
| | 300 to 399 Parking Spaces | 50' | 300' | 100' | 350' | 150' |

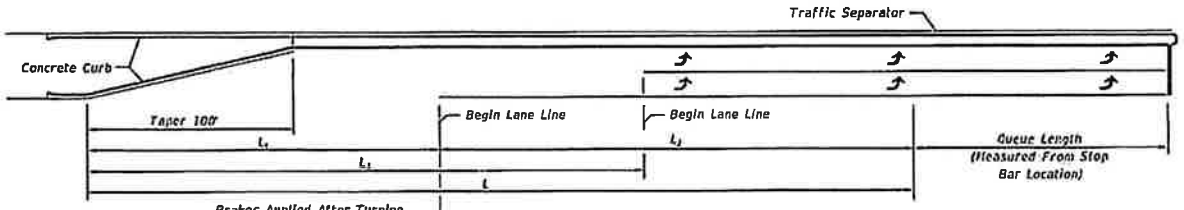
Type III and Type IV Intersection – Project Side Widening Striping Plan



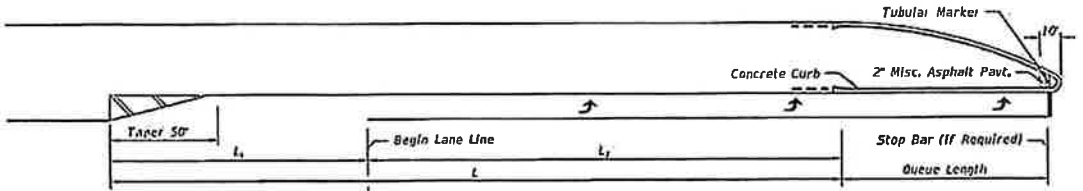

| Posted Speed | "Y" (ft) |
|---|---|
| 30 OR LESS | 10 |
| 35 | 20 |
| 40 | 30 |
| 45 | 30 |
| 50 OR MORE | 40 |

FDOT DESIGN MANUAL EXHIBIT 212-1

# MEDIAN TURN LANES
# MINIMUM DECELERATION LENGTHS




DOUBLE LEFT TURN




SINGLE LEFT TURN

| MEDIAN TURN LANES | | | | | |
|---|---|---|---|---|---|
| Design Speed (mph) | Entry Speed (mph) | Clearance Distance $L_1$ (ft.) | Brake To Stop Distance $L_2$ (ft.) | Total Decel. Distance L (ft.) | Clearance Distance $L_3$ (ft.) |
| 25 | 15 | 70 | 25 | 95 | 90 |
| 30 | 20 | 70 | 50 | 120 | 100 |
| 35 | 25 | 70 | 75 | 145 | 110 |
| 40 | 30 | 80 | 75 | 155 | 120 |
| 45 | 35 | 85 | 100 | 185 | 135 |
| 50 | 44 | 105 | 185 | 290 | 160 |
| 55 | 48 | 125 | 225 | 350 | 195 |
| 60 | 52 | 145 | 260 | 405 | 230 |
| 65 | 55 | 170 | 290 | 460 | 270 |
| 70 | 58 | 200 | 325 | 525 | 300 |

NOTE:

1) For C3 Context Classification roadways with Design Speeds of 50 mph, the following values may be used under constrained conditions:
   - Entry Speed of 40 mph
   - Brake to stop distance ($L_2$) of 135 ft.
   - Total deceleration distance (L) of 240 ft.

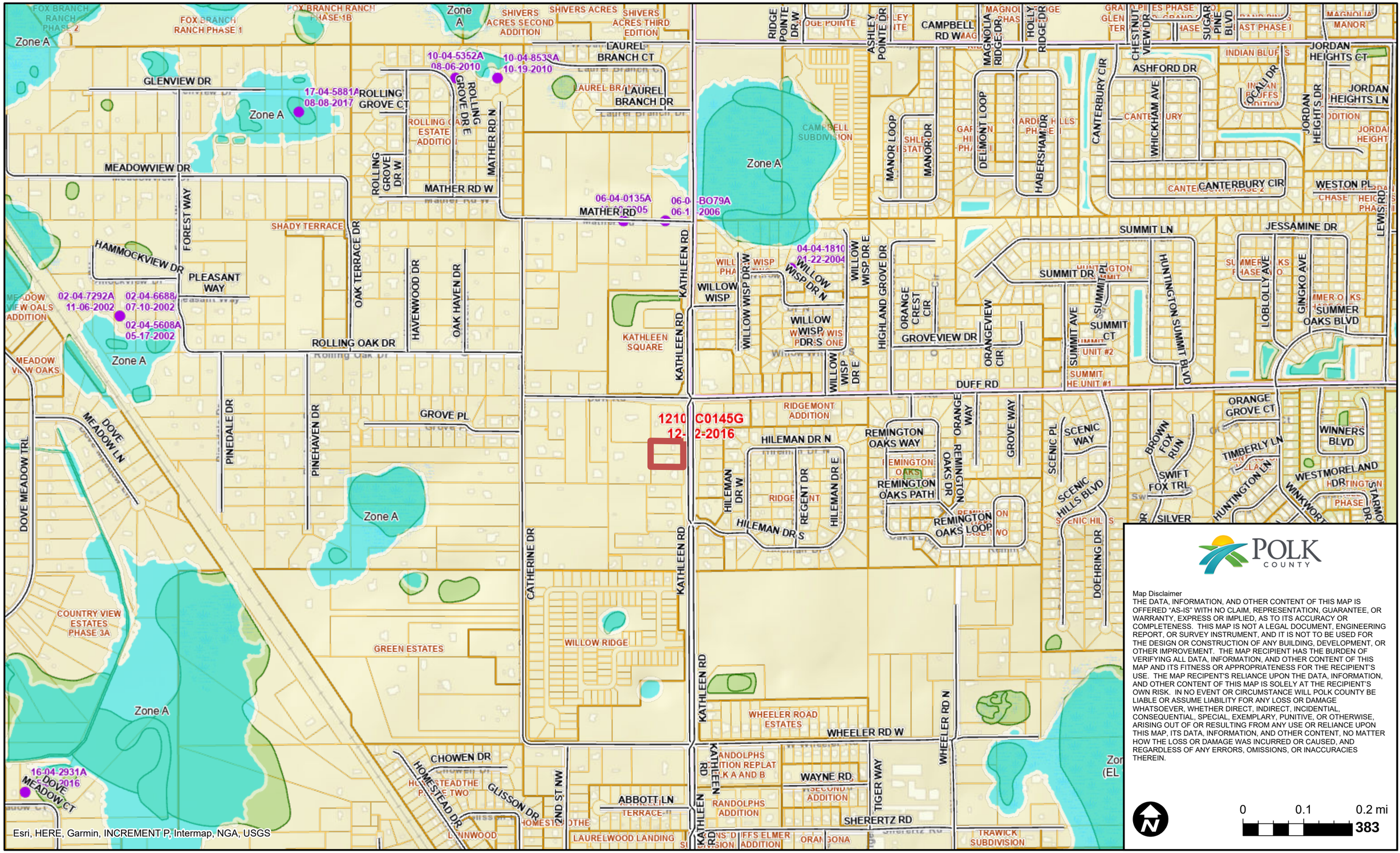
2) For RRR Projects with Design Speeds of 50 mph and Entry Speeds of 40 mph, existing brake to stop distances ($L_2$) of 135 ft. and total deceleration distances (L) of 240 ft. may be retained.

NOT TO SCALE

EXHIBIT 212-1
01/01/2024

October 1, 2025

# F.E.M.A. Map




POLK COUNTY

Map Disclaimer

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0 0.1 0.2 mi

383

Agenda Item R.1. 2/17/2026

## SUBJECT

Removal of equipment from inventory as listed on Blanket Removal Form 2235.

## DESCRIPTION

Removal of equipment from inventory is set forth on Blanket Removal Form 2235 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 2235.

## FISCAL IMPACT

No fiscal impact.

## CONTACT INFORMATION

Alison Brown
aebrown@polkclerkfl.gov <mailto:aebrown@polkclerkfl.gov>

# *BLANKET PROPERTY REMOVAL FORM # 2235*

*To: Board of County Commissioners, Polk County, Florida*
*From: Clerk and Auditor, Polk County, Florida*
*It is requested that the listed property be removed from inventory.*

*Submitted By:* _____
*Fixed Asset Accounting Office of Clerk Auditor*

*Approved By* _____
*Chairman of the Board of County Commissioners*

*BoCC Approval Date:* **2/17/2026**

***Property #*** **57771** ***Asset #*** **101478**
***Item:*** COMPUTER, DESKTOP — HP — SB Z4
***Serial #*** MXL0273NB2 — ***Date Rec'd.*** 7/23/2020 — ***Cost*** $2,141.14
***Reason for Request:*** ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

***Property #*** **57775** ***Asset #*** **101483**
***Item:*** COMPUTER, DESKTOP — HP — SB Z4
***Serial #*** MXL0273N9R — ***Date Rec'd.*** 7/23/2020 — ***Cost*** $2,141.14
***Reason for Request:*** ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

***Property #*** **57803** ***Asset #*** **101832**
***Item:*** COMPUTER, LAPTOP — DELL — CTO 5420 I5
***Serial #*** GV9HYX2 — ***Date Rec'd.*** 9/15/2020 — ***Cost*** $2,750.15
***Reason for Request:*** ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

***Property #*** **57810** ***Asset #*** **101836**
***Item:*** TABLET, IT — APPLE — IPAD PRO 2ND GEN
***Serial #*** DMPDC25PNTH8 — ***Date Rec'd.*** 9/27/2020 — ***Cost*** $1,042.13
***Reason for Request:*** ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

***Property #*** **57811** ***Asset #*** **101837**
***Item:*** TABLET, IT — APPLE — IPAD PRO 2ND GEN
***Serial #*** DMPD91WXNTH8 — ***Date Rec'd.*** 9/27/2020 — ***Cost*** $1,042.13
***Reason for Request:*** ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

***Property #*** **57813** ***Asset #*** **101839**
***Item:*** TABLET, IT — APPLE — IPAD PRO 2ND GEN
***Serial #*** DMPDC3RANTH8 — ***Date Rec'd.*** 9/27/2020 — ***Cost*** $1,042.13
***Reason for Request:*** ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

***Property #*** **57814** ***Asset #*** **101840**
***Item:*** TABLET, IT — APPLE — IPAD PRO 2ND GEN
***Serial #*** DMPDC3GQNTH8 — ***Date Rec'd.*** 9/27/2020 — ***Cost*** $1,042.13
***Reason for Request:*** ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

***Property #*** **57815** ***Asset #*** **101841**
***Item:*** TABLET, IT — APPLE — IPAD PRO 2ND GEN
***Serial #*** DMPDC3QCNTH8 — ***Date Rec'd.*** 9/27/2020 — ***Cost*** $1,042.13
***Reason for Request:*** ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

***Property #*** **57832** ***Asset #*** **102345**
***Item:*** WORKSTATION, COMPUTER — HP — SB Z4 G4 19
***Serial #*** MXL0431S73 — ***Date Rec'd.*** 11/8/2020 — ***Cost*** $0.00
***Reason for Request:*** ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

***Property #*** **57836** ***Asset #*** **102349**
***Item:*** WORKSTATION, COMPUTER — HP — SB Z4 G4 19
***Serial #*** MXL0431S77 — ***Date Rec'd.*** 11/8/2020 — ***Cost*** $0.00
***Reason for Request:*** ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **57822** *Asset #* **102371**
*Item:* COMPUTER, LAPTOP — HP — ZBOOK FURY 17
*Serial #* CND0475D1M — *Date Rec'd.* 12/19/2020 — *Cost* $0.00
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **57921** *Asset #* **103873**
*Item:* COMPUTER, LAPTOP — HP — ZBOOK FURY 17 G8
*Serial #* CND150BXM4 — *Date Rec'd.* 1/25/2022 — *Cost* $0.00
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **61426** *Asset #* **107067**
*Item:* TABLET — APPLE — IPAD PRO
*Serial #* Y0QHYG7Q50 — *Date Rec'd.* 3/28/2024 — *Cost* $0.00
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **61427** *Asset #* **107068**
*Item:* TABLET — APPLE — IPAD PRO
*Serial #* X9YWLT79Q7 — *Date Rec'd.* 3/28/2024 — *Cost* $0.00
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **N0000005948** *Asset #* **52892**
*Item:* SHED <$5000 — SMITHBUILT — STREAMLINE
*Serial #* 93882 — *Date Rec'd.* 12/5/2005 — *Cost* $3,150.00
*Reason for Request:* DEMOLITION OF COUNTY BUILDING

*Property #* **N0002950014** *Asset #* **52968**
*Item:* SHED <$5000
*Serial #* — *Date Rec'd.* 9/13/2000 — *Cost* $1,234.99
*Reason for Request:* DEMOLITION OF COUNTY BUILDING

*Property #* **N0000570565** *Asset #* **53577**
*Item:* MICROFILM READER — CANON
*Serial #* 33104072 — *Date Rec'd.* 6/9/1985 — *Cost* $3,129.45
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **N0000004859** *Asset #* **57463**
*Item:* RADIO, NON 800 MHZ — MITSUBISHI — TU120A
*Serial #* M23001734 — *Date Rec'd.* 9/29/2005 — *Cost* $4,295.00
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **N0000005165** *Asset #* **57517**
*Item:* RADIO, NON 800 MHZ — IRIDIUM — 9505A
*Serial #* 300114010828120 — *Date Rec'd.* 8/27/2006 — *Cost* $1,902.00
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **N0000005166** *Asset #* **57518**
*Item:* RADIO, NON 800 MHZ — IRIDIUM — 9505A
*Serial #* 300114010823100 — *Date Rec'd.* 8/27/2006 — *Cost* $1,902.00
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **N0000006133** *Asset #* **57561**
*Item:* MONITOR, FETAL — COROMETICS — 171
*Serial #* RUW05174585PA — *Date Rec'd.* 2/15/2006 — *Cost* $3,502.83
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **51816** *Asset #* **70150**
*Item:* MONITOR, FETAL — GENERAL ELECTRIC — COROMETRICS 170
*Serial #* 14000697 — *Date Rec'd.* 3/10/2009 — *Cost* $4,995.00
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **51817** *Asset #* **70151**
*Item:* MONITOR, FETAL — GENERAL ELECTRIC — COROMETRICS
*Serial #* 14000719 *Date Rec'd.* 3/10/2009 *Cost* $4,995.00
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **55541** *Asset #* **96735**
*Item:* SCANNER — CANON — DR-G1100
*Serial #* 21GG315021 *Date Rec'd.* 10/18/2017 *Cost* $4,180.00
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **55542** *Asset #* **96736**
*Item:* SCANNER — CANON — DR-G1100
*Serial #* 21GG315022 *Date Rec'd.* 10/18/2017 *Cost* $4,180.00
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **55775** *Asset #* **97772**
*Item:* COMPUTER, LAPTOP — DELL — LATITUDE 5414
*Serial #* 8V05TG2 *Date Rec'd.* 9/26/2018 *Cost* $2,816.49
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **57626** *Asset #* **98709**
*Item:* TABLET, IT — APPLE — IPAD PRO
*Serial #* DMPYH1LBKD8C *Date Rec'd.* 5/22/2019 *Cost* $1,055.04
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **58448** *Asset #* **98771**
*Item:* COMPUTER, DESKTOP — CUK MANTIS — GAMING PC
*Serial #* C00009847 *Date Rec'd.* 7/7/2019 *Cost* $1,249.99
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **57714** *Asset #* **99458**
*Item:* COMPUTER, LAPTOP — MICROSOFT — SURFACE PRO 7
*Serial #* 19381694953 *Date Rec'd.* 1/1/2020 *Cost* $1,298.89
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **57723** *Asset #* **99505**
*Item:* COMPUTER, LAPTOP — HP — ZBOOK
*Serial #* 5CG002614T *Date Rec'd.* 2/10/2020 *Cost* $1,735.42
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **57724** *Asset #* **99506**
*Item:* COMPUTER, LAPTOP — HP — ZBOOK
*Serial #* 5CG002615H *Date Rec'd.* 2/10/2020 *Cost* $1,735.42
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **57726** *Asset #* **99510**
*Item:* COMPUTER, LAPTOP — DELL — 5420 RUGGED
*Serial #* 38NMTG2 *Date Rec'd.* 2/2/2020 *Cost* $2,827.10
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **31202815** *Asset #* **99668**
*Item:* TRUCK, FIRE PUMPER — EONE — MINI PUMPER
*Serial #* 1FD0X5GT8LEC32650 *Date Rec'd.* 3/19/2020 *Cost* $247,240.67
*Reason for Request:* TO BE TRADED IN ON NEW EQUIPMENT

*Property #* **31202816** *Asset #* **99669**
*Item:* TRUCK, FIRE PUMPER — EONE — MINI PUMPER
*Serial #* 1FD0X5GTXLEC32651 *Date Rec'd.* 3/19/2020 *Cost* $248,088.65
*Reason for Request:* TO BE TRADED IN ON NEW EQUIPMENT

*Property #* **58945** *Asset #* **99932**
*Item:* PRINTER, BADGE/ID FARGO DTC1500 XE
*Serial #* B9271443 *Date Rec'd.* 7/21/2020 *Cost* $1,941.50
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

*Property #* **57747** *Asset #* **99972**
*Item:* COMPUTER, LAPTOP HP ZBOOK STUDIO G5
*Serial #* 5CD0211NPC *Date Rec'd.* 6/21/2020 *Cost* $2,467.08
*Reason for Request:* ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

***(36 detail records)*** **$562,165.10**

Agenda Item R.2. 2/17/2026

## SUBJECT

SET HEARING: (LDCT-2025-25 Communication Towers) to amend Chapter 2, Section 205, Use Table for Standard Land Use Districts; Chapter 3, Section 303, Criteria for Conditional Uses; Chapter 4, Special Districts; Chapter 5, Green Swamp Area of Critical State Concern; and Chapter 10, Definitions. The suggested hearing dates are for the first reading on March 3, 2026, at 9:15 a.m. and the adoption hearing date on March 17, 2026, at 9:15 a.m.

## DESCRIPTION

This is a County-initiated request for an LDC text amendment to Chapter 2, Section 205, Use Table for Standard Land Use Districts, to lower the level of review for communication towers in non-residential districts; Chapter 3, Section 303, Criteria for Conditional Uses, to modify Communication Tower conditional use standards and add standards for Mobile Communication Towers; Chapter 4, Special Districts, to lower the level of review for communication towers in non-residential districts and modify conditional use standards; Chapter 5, Green Swamp Area of Critical State Concern, to lower the level of review for communication towers in non-residential districts; Chapter 10, Definitions, to provide glossary updates. State law requires one Planning Commission hearing, which was held on February 4, 2026, with a recommendation for approval by a 7:0 vote.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted.

## RECOMMENDATION

Request Board set for the first reading on March 3, 2026, at 9:15 a.m., and the adoption hearing date on March 17, 2026, at 9:15 a.m.

## FISCAL IMPACT

No Fiscal Impact

## CONTACT INFORMATION

Ian Nance
Principal Planner
Land Development Division
(863) 534-7621
ivannance@PolkFL.gov

Agenda Item R.3. 2/17/2026

## SUBJECT

SET HEARING: (LDCT-2025-26 Car Washes) to amend Chapter 2, Section 205, Use Table for Standard Land Use Districts; Chapter 3, Section 303, Criteria for Conditional Uses; Chapter 4, Special Districts; Chapter 7, Section 708, Parking Space Requirements; and Chapter 10, Definitions. The suggested hearing dates are for the first reading on March 3, 2026, at 9:15 a.m. and the adoption hearing date on March 17, 2026, at 9:15 a.m.

## DESCRIPTION

This is a County-initiated request for an LDC text amendment to Chapter 2, Section 205, Use Table for Standard Land Use Districts, to consolidate the number of car wash uses; Section 206, Accessory Uses, to add Accessory Car Washes; Chapter 3, Section 303, Criteria for Conditional Uses, to modify car wash conditional use standards; Chapter 4, Special Districts, Use Tables, to consolidate the number of car wash uses; Chapter 7, Section 708, Parking Space Requirements, to adjust the parking requirements for Car Washes; Chapter 10, Definitions, to provide new definitions. State law requires one Planning Commission hearing, which was held on February 4, 2026, with a recommendation for approval by a 7:0 vote.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted.

## RECOMMENDATION

Request Board set for the first reading on March 3, 2026, at 9:15 a.m., and the adoption hearing date on March 17, 2026, at 9:15 a.m.

## FISCAL IMPACT

No Fiscal Impact

## CONTACT INFORMATION

Ian Nance
Principal Planner
Land Development Division
(863) 534-7621
ivannance@PolkFL.gov

Agenda Item R.4. 2/17/2026

## SUBJECT

SET HEARING: (LDCT-2025-27 Drive-Thru Facilities) to amend Chapter 2 Section 205, Use Table; Chapter 2, Section 206, Accessory Uses; Chapter 3, Section 303, Criteria for Conditional Uses; Chapter 4, Special Districts; Chapter 7, Section 708, Parking Space Requirements; and Chapter 10, Definitions. The suggested hearing dates are for the first reading on March 3, 2026, at 9:15 a.m. and the adoption hearing date on March 17, 2026, at 9:15 a.m.

## DESCRIPTION

This is a County-initiated request for an LDC text amendment to modify Chapter 2 Section 205, Use Table, to remove Drive-thru Financial Institutions; Chapter 2, Section 206, Accessory Uses, to add Drive-Thru Facilities; Chapter 3, Section 303, Criteria for Conditional Uses, to modify standards pertaining to Drive-Thru uses; Chapter 4, Special Districts, Use Tables, to modify standards pertaining to Drive-Thru uses and remove Drive-thru Financial Institutions; Chapter 5, Green Swamp Area of Critical State Concern, to modify standards pertaining to Drive-Thru uses and remove Drive-thru Financial Institutions; Chapter 7, Section 708, Parking Space Requirements, to modify standards pertaining to Drive-Thru uses; Chapter 10, Definitions, to modify glossary. State law requires one Planning Commission hearing, which was held on February 4, 2026, with a recommendation for approval by a 7:0 vote.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted.

## RECOMMENDATION

Request Board set for the first reading on March 3, 2026, at 9:15 a.m., and the adoption hearing date on March 17, 2026, at 9:15 a.m.

## FISCAL IMPACT

No Fiscal Impact

## CONTACT INFORMATION

Ian Nance

Principal Planner
Land Development Division
(863) 534-7621
ivannance@PolkFL.gov

Polk County

Board of County Commissioners

Agenda Item R.5. 2/17/2026

**SUBJECT**

Accept Performance Surety in the amount of $21,488.50 in the form of Performance Bond No. OCN7478269 for Palanti Retail. (No Fiscal Impact)

**DESCRIPTION**

This request is to accept Performance Surety Bond No. OCN7478269 in the amount of $21,488.50 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 accepts Performance Bond No. OCN7478269 in the amount of $21,488.50 for Palanti Retail.

**FISCAL IMPACT**

No Fiscal Impact

**CONTACT INFORMATION**

Juana Bustos
Land Development
863-534-6490
juanabustos@polkfl.gov <mailto:juanabustos@polkfl.gov>

## Palanti Retail R/W Work

*OPINION OF PROBABLE CONSTRUCTION COST 12-08-2025*

| | DESCRIPTION | QUANTITY | | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | 8" PVC Water Line | 20 | LF | $90.00 | $1,800.00 |
| 2 | 6" PVC Water Line | 1 | LF | $75.00 | $75.00 |
| 3 | 2" PVC Water Line | 11 | LF | $60.00 | $660.00 |
| 4 | 1.5" Class 200 PVC Reclaimed Line | 30 | LF | $30.00 | $900.00 |
| 5 | 1" PVC Water Line | 8 | LF | $25.00 | $200.00 |
| 6 | 8"X6" PVC Reducer | 1 | EA | $500.00 | $500.00 |
| 7 | 2"X1" PVC Reducer | 1 | EA | $100.00 | $100.00 |
| 8 | 8"X8"X2" MJ Tee | 1 | EA | $1,200.00 | $1,200.00 |
| 9 | 1" Water Meter with 1" Curb stop in box | 5 | EA | $1,100.00 | $5,500.00 |
| 10 | 20"X8" Tapping Sleeve and valve connection | 1 | EA | $8,000.00 | $8,000.00 |
| 11 | 2" Service Saddle with Corp Stop | 1 | EA | $600.00 | $600.00 |
| | | | | *+ 10% Contingency* | *+$1,953.50* |
| | | | | **Grand Total =** | **$21,488.50** |

**NOTE:**

***Because the CONSULTANT/ENGINEER does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all 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/ ENGINEER greater assurance as to the amount of any employ cannot and will not vary from opinions of does not guarantee that proposals, bid or actual costs prepared by it.***

**PREPARED BY:**

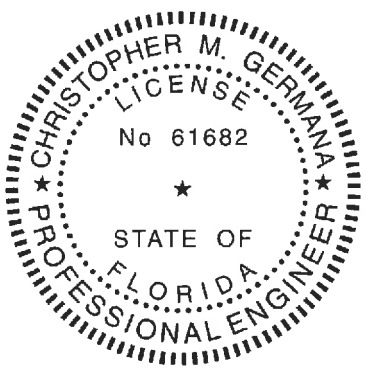
**Germana Engineering and Associates, LLC**

**1120 West Minneola Avenue**

**Clermont, Florida 34711**

This item has been electronically signed and sealed by Christopher M. Germana, PE on the date/time stamp shown using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed by Christopher M Germana
Date: 2025.12.09 10:40:25 -05'00'




CHRISTOPHER M. GERMANA, P.E.

FLORIDA P.E. # 61682

ENGINEERING FIRM REGISTRY # 29279

**Select An Agenda:**
February 17, 2026

**Category:**
R. Consent Agenda Items

**Department:**
Land Development Division

**Workflow:**
No fiscal impact

**Short Name:**
Palanti Retail Performance

**Subject:**
Accept Performance Surety in the amount of $21,488.50 in the form of Performance Bond No. OCN7478269 Palanti Retail. (No fiscal impact)

**Description:**
This request is to accept Performance Surety Bond No. OCN7478269 in the amount of $21,488.50 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 accepts Performance Bond No. OCN7478269 in the amount of $21,488.50 for Palanti Retail.

**Fiscal Impact:**
No Fiscal Impact

**Contact Information:**
Juana Bustos
Land Development
863-534-6490
juanabustos@polkfl.gov

Docusign Envelope ID: 321EF161-96E6-4E05-A328-D8FB0FFA95D7

# COMMERCIAL PERFORMANCE BOND

Bond No. OCN7478269

KNOWN ALL MEN BY THESE PRESENTS, That we, JeBailey & Company DBA Truemark Construction, as Principal, and Old Republic Surety, a corporation organized and doing business under and by virtue of the laws of the State of Florida and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the aggregate sum of Twenty One Thousand Four Hundred Eighty Eight Dollars and Fifty Cents ($ 21,488.50) Dollars (hereinafter the "Total Penal Sum"), 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, the Principal has agreed to construct the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), for the Palanti Retail R/W Work project located at 45750 US Highway 27 Davenport, FL 33897 (the "Project"), 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, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to provide this Bond to guarantee completion of the Improvements.

NOW, THEREFORE, the conditions of this Bond are as follows:

1. The Principal shall complete the Improvements in accordance with the Plans and LDC to the satisfaction of the Polk County Land Development Division by 01/15/2027, or such later date that the Obligee may approve in writing. The Bond shall commence upon the date of issue by the Surety and shall remain in full force and effect until the Obligee releases it (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 perform all or any part of the required Improvements within the time specified in Paragraph 1, above, 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. All notices, demands and correspondence with respect to this Bond shall be in writing and addressed to:

**The Surety:**

Old Republic Surety Company
P.O. Box 1635
Milwaukee, WI 53201

**The Principal:**

JeBailey & Company DBA Truemark Construction

5401 S Kirkman Rd # 375
Orlando, FL 32819

**The Obligee:**

Polk County, Land Development Division
330 W. Church St.
PO Box 9005—Drawer GM03
Bartow, FL 33831-9005

6. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or deletion to the Improvements shall in any way affect 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 Improvements or the Plans, specifications and schedules.

Docusign Envelope ID: 321EF161-96E6-4E05-A328-D8FB0FFA95D7

THIS BOND DATED THE 15 DAY OF January, 2026,
(the date of issue by the Surety).

Witness

Zachery L. Dekker
Printed Name

Witness

Elvis Shena
Printed Name

PRINCIPAL:

JeBailey & Company DBA Truemark Construction
Name of Corporation

By:

John JeBailey, Owner
Printed Name
Title:
(SEAL)

Witness

Anthony Spiwak
Printed Name

Witness

Christina D. Elder
Printed Name

SURETY:

Old Republic Surety Company
Name of Corporation

By:

Stephen Dekoulas
Printed Name
Title:
(SEAL)

(Attach power of attorney)

# OLD REPUBLIC INSURANCE COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

KRIS PONTELL, ROBERT C. PELTON, STEPHEN DAKOULAS of OVIEDO, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2nd day of January, 2025.

OLD REPUBLIC INSURANCE COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of January, 2025, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

**(Expiration of notary's commission does not invalidate this instrument)**

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Brookfield, WI this 15 day of January, 2026

Karen J. Haffner
Assistant Secretary

92-3124

ORSC 11008 (6-93)

PONTELL INS AND FINANCIAL GRP

Polk County

Board of County Commissioners

Agenda Item R.6. 2/17/2026

## SUBJECT

Accept Performance Surety in the amount of $5,201,869.20 in the form of Performance Bond No. SURU2210008047 for Sand and Silica Offsite Utilities (No Fiscal Impact)

## DESCRIPTION

This request is to accept Performance Surety Bond No. SURU2210008047 in the amount of $5,201,869.20 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 accepts Performance Bond No. SURU2210008047 in the amount of $5,201,869.20 for Sand and Silica Offsite Utilities.

## FISCAL IMPACT

No Fiscal Impact

## CONTACT INFORMATION

Juana Bustos
Land Development
863-534-6490
juanabustos@polkfl.gov <mailto:juanabustos@polkfl.gov>

SAND & SILICA - OFFSITE UTILITY COST ESTIMATE

| WATER | Quantity | Units | Unit Cost | Total Cost |
|---|---|---|---|---|
| CONNECT TO EXISTING GV | 2 | EA | $ 2,280.00 | $ 4,560.00 |
| 20" PVC C900/DR18 WATER MAIN | 6332 | LF | $ 151.00 | $ 956,132.00 |
| 20" HDPE DR11 WATER MAIN | 1876 | LF | $ 175.00 | $ 328,300.00 |
| 12" PVC C900/DR18 WATER MAIN | 4197 | LF | $ 91.50 | $ 384,025.50 |
| 12" HDPE DR11 WATER MAIN | 430 | LF | $ 95.00 | $ 40,850.00 |
| 20" JACK & BORE | 75 | LF | $ 250.00 | $ 18,750.00 |
| 20" DIRECTIONAL BORE | 980 | LF | $ 350.00 | $ 343,000.00 |
| 12" DIRECTIONAL BORE | 445 | LF | $ 190.00 | $ 84,550.00 |
| 20" GATE VALVE | 8 | EA | $ 9,485.00 | $ 75,880.00 |
| 12" GATE VALVE | 17 | EA | $ 5,690.00 | $ 96,730.00 |
| FITTINGS & RESTRAINTS | 1 | LS | $ 342,773.50 | $ 342,773.50 |
| FIRE HYDRANT ASSY | 17 | EA | $ 7,660.00 | $ 130,220.00 |
| 2" BLOW OFF | 3 | EA | $ 7,330.00 | $ 21,990.00 |
| TEMPORARY JUMPER | 2 | EA | $ 2,530.00 | $ 5,060.00 |
| ARV | 3 | EA | $ 5,680.00 | $ 17,040.00 |
| TEST & CHLORINATE | 1 | LS | $ 25,000.00 | $ 25,000.00 |
| TOTAL WATER | | | | $ 2,874,861.00 |

| FORCE MAIN | Quantity | Units | Unit Cost | Total Cost |
|---|---|---|---|---|
| CONNECT TO EXISTING GV | 1 | EA | $ 2,880.00 | $ 2,880.00 |
| 16" PVC C900/DR18 FORCE MAIN | 8570 | LF | $ 121.00 | $ 1,036,970.00 |
| 16" HDPE DR11 FORCE MAIN | 550 | LF | $ 150.00 | $ 82,500.00 |
| 12" PVC C900.DR18 FORCE MAIN | 75 | LF | $ 91.50 | $ 6,862.50 |
| 16" DIRECTIONAL BORE | 1170 | LF | $ 300.00 | $ 351,000.00 |
| 16" GATE VALVE | 12 | EA | $ 7,586.00 | $ 91,032.00 |
| 12" GATE VALVE | 4 | EA | $ 5,690.00 | $ 22,760.00 |
| FITTINGS & RESTRAINTS | 1 | LS | $ 225,266.50 | $ 225,266.50 |
| ARV | 4 | EA | $ 5,680.00 | $ 22,720.00 |
| TESTING | 1 | LS | $ 15,000.00 | $ 15,000.00 |
| TOTAL FORCE MAIN | | | | $ 1,854,111.00 |

| | |
|---|---|
| **TOTAL IMPROVEMENT COST** | **$ 4,728,972.00** |
| **PERFORMANCE SURETY (110%)** | **$ 5,201,869.20** |




This item has been digitally signed and sealed by Broc Landon Althafer, P.E. on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed by Broc L Althafer
Date: 2025.07.25 08:45:32 -04'00'

# COMMERCIAL PERFORMANCE BOND

Bond No. SURU2210008047

KNOWN ALL MEN BY THESE PRESENTS, That we, Pulte Home Company, LLC., as Principal, and Ascot Surety & Casualty Company, a corporation organized and doing business under and by virtue of the laws of the State of CO and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the aggregate sum of Five million, two hundred and one thousand, eight hundred and sixty-nine U.S. Dollars and twenty cents ($ 5,201,869.20 ) Dollars (hereinafter the "Total Penal Sum"), 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, the Principal has agreed to construct the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), for the Sand and Silica Offsite Utilities project located at Sand and Silica/Polk County, FL (the "Project"), 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, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to provide this Bond to guarantee completion of the Improvements.

NOW, THEREFORE, the conditions of this Bond are as follows:

1. The Principal shall complete the Improvements in accordance with the Plans and LDC to the satisfaction of the Polk County Land Development Division by _____, or such later date that the Obligee may approve in writing. The Bond shall commence upon the date of issue by the Surety and shall remain in full force and effect until the Obligee releases it (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 perform all or any part of the required Improvements within the time specified in Paragraph 1, above, 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. All notices, demands and correspondence with respect to this Bond shall be in writing and addressed to:

**The Surety:** Ascot Surety & Casualty Company
55 W 46Th St
New York, New York 10036
United States

**The Principal:** Pulte Home Company, LLC
4901 Vineland Road, Suite 500
Orlando, FL 32811

**The Obligee:**
Polk County, Land Development Division
330 W. Church St.
PO Box 9005—Drawer GM03
Bartow, FL 33831-9005

6. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or deletion to the Improvements shall in any way affect 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 Improvements or the Plans, specifications and schedules.

## ACKNOWLEDGEMENT BY PRINCIPAL

***STATE OF GEORGIA)***

***) ss.***

***COUNTY OF BARTOW)***

This record was acknowledged before me on October 7th, 2025, appeared Gregory S. Rives as Assistant Treasurer of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.

Signature of Notary Public

(s

*Jennifer Gardea*
*Notary Public State of Georgia*

JENNIFER GARDEA NOTARY PUBLIC BARTOW COUNTY, GEORGIA MY COMMISSION EXPIRES APRIL 03, 2029

*My Commission Expires: April 3, 2029*

**Ascot Surety & Casualty Company**
**Ascot Insurance Company**
1020 Highland Colony Parkway, Suite 700
Ridgeland, MS 39157

# Power of Attorney

**KNOW ALL MEN BY THE PRESENTS:**
That **Ascot Surety & Casualty Company** and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Jeremy Polk and Matthew Era

of Phoenix, AZ (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

**Any such obligations in the United States not to exceed $100,000,000.00.**

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof;

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 13th day of March 2025.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

Matthew Conrad Kramer (Chief Executive Officer)

Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT )
COUNTY OF FAIRFIELD ) ss.

On this 13th day of March 2025, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA
*NOTARY PUBLIC*
STATE OF CONNECTICUT
My Commission Expires June 30, 2029

Notary Public Ksenia E Guseva
My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 7th day of October, 20 25.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

John Gill, Secretary

THIS BOND DATED THE 7th DAY OF October, 20 25,
(the date of issue by the Surety).

Witness

Samuel Wassell
Printed Name

Witness

Cristian Rodriguez
Printed Name

PRINCIPAL:

Pulte Home Company, LLC
Name of Corporation

By:

Gregory S. Rives
Printed Name
Title: Assistant Treasurer
(SEAL)

Stephanie Cuiffo
Witness

Stephanie Cuiffo
Printed Name

Witness

Sam Caringi
Printed Name

SURETY:

Ascot Surety & Casualty Company
Name of Corporation

By:

Matthew Erra
Printed Name
Title: Attorney-in-Fact
(SEAL)

(Attach power of attorney)

Polk County

Board of County Commissioners

Agenda Item R.7. 2/17/2026

**SUBJECT**

Approve State Housing Initiative Partnership (SHIP) Program rehabilitation/replacement program 1) Homeowner Assistance Agreement and 2) Grant Agreement for property located in Lakeland, FL, for Case #RC25-SHIP-011. ($195,185.00 one-time expense).

**DESCRIPTION**

Approve Homeowner Assistance Agreement for Case #RC25-SHIP-011 in the amount of $184,000.00 for a home replacement and a SHIP Rehabilitation/Replacement Grant Agreement in the amount of $11,185.00 for construction soft costs, for a total project cost of $195,185.00.

**RECOMMENDATION**

Request approval of this SHIP rehabilitation/replacement program 1) Homeowner Assistance Agreement and 2) Grant Agreement for Case #RC25-SHIP-011.

**FISCAL IMPACT**

Funds are available in the Affordable Housing Trust Fund.

**CONTACT INFORMATION**

Marie Smoker

Housing Administrative Supervisor

mariesmoker@polkfl.gov

863-534-5241

Housing & Neighborhood Development
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

## State Housing Initiatives Partnership (Ship) Rehabilitation/Replacement Grant Agreement

This Agreement entered into this day of _____, 2026 between **Rebecca Mullin**, herein after referred to as "Owner(s)" and Polk County, a political subdivision of the State of Florida, hereinafter referred to as "County".

Witnesseth

Whereas, the County has funds available for certain qualified real property owners for the purpose of providing grants for the assistance of said owners in the repair and rehabilitation of certain improvements (existing housing) found upon such owned real property; said real property being located within Polk County, Florida **3731 Island Oaks Ct., Lakeland, FL 33805**

Legal Description: Lot 103, TIMBERCREEK PHASE 2, according to the plat thereof as recorded in Plat Book 79, page 8 of the public records of Polk County, Florida.

Whereas the County has determined that the Owner(s) meets all the eligibility criteria established for the aforementioned grants and is therefore eligible for a grant pursuant to the terms and provisions of said program.

Now, Therefore, in consideration of the covenants contained herein, the parties mutually agree as follows:

1. The Owner(s) agrees to accept **Eleven Thousand One Hundred Eighty-Five and No/100 Dollars ($11,185.00)** as a grant to be used for construction soft costs and temporary location benefits.

2. The Owner(s) will indemnify and hold the County harmless together with all the County's employees and designated representatives, from any and all liability, claims, action suits or demands for injuries, death or property damage arising out or in connection with the repair and rehabilitation of the Owner(s) property due to the Owner(s) negligence.

3. The Owner(s) filed application with the County dated **5/5/2025** for Replacement/New Construction Assistance, and it is incorporated as part of this Agreement, by this reference.

4. This Agreement shall be binding upon the Owner(s), and the estate, personal representatives, heirs and devises of a deceased (Owner(s).

5. The use in this Agreement of the word Owner shall apply to the plural as well as the singular.

(Signatures on following page)

In Witness Whereof, the Owner(s) and County have executed this Agreement as of the day and year first above written.

Witness

Printed Name of Witness
Address of Witness
Housing & Neighborhood Development-
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

Rebecca Mullin

Attest:
Stacy M. Butterfield, Clerk

BY:
Deputy Clerk

Polk County, Florida, a political subdivision of the State of Florida

Martha Santiago, Ed. D., Chair Date
Board of County Commissioners

**STATE OF FLORIDA**
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Rebecca Mullin, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____

My Commission Expires _____

**Polk County**
**STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) Program**
**Replacement/New Construction**
**Homeowner Assistance Agreement**
**Case Number: RC25-SHIP-011**

**HOMEOWNER: Rebecca Mullin**

**PROPERTY ADDRESS: 3731 Island Oaks Ct., Lakeland, FL 33805**

THIS AGREEMENT is entered into this _____ day of _____ 2026 by Polk County, a political subdivision of the State of Florida, **Rebecca Mullin** (hereinafter referred to as the "HOMEOWNER").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, Polk County has been designated by the State of Florida as the allocating authority for the SHIP funds; and,

WHEREAS, Polk County has agreed to use the SHIP funds to assist with the financing of the Rehabilitation/Replacement of homes that meet the requirements as set forth in the SHIP regulations, and Polk County's rehabilitation program.

NOW, THEREFORE, Polk County and the HOMEOWNER do mutually agree with the following:

**(1) FORM OF ASSISTANCE**
SHIP funds shall be used as a non-amortizing, zero percent (0%) interest rate, Deferred Payment Loan (DPL) in the principal amount of **$184,000.00** to assist with a Rehabilitation/Replacement of an owner-occupied home and a grant agreement in the amount of **$11,185.00** for construction soft costs.

**(2) USE OF FUNDS**
The SHIP funds shall be used to finance Rehabilitation/Replacement of single-family dwellings

(3) **AFFORDABILITY PERIOD**

The SHIP affordability period is fifteen (15) years. The affordability period from the date of recording the Deferred Mortgage and Security Agreement.

**REPAYMENT/RECAPTURE**

The SHIP loan is a zero percent (0%) interest Deferred Payment Loan and will be required to be repaid from the date of the loan, if one of the following events occurs.

a) The HOMEOWNER sells, transfers or disposes of the property or home either voluntarily or involuntarily.
b) The HOMEOWNER fails or ceases to occupy the home as their principal residence.
c) The HOMEOWNER, or if the HOMEOWNER is married, the survivor of the HOMEOWNER or the HOMEOWNER's spouse dies, and the heir(s) to the property is not a low-income person as defined by program criteria. Polk County Housing and Neighborhood Development ("HND") staff will determine the heir's income eligibility, and if the heir(s) is income eligible, a modification of the loan will be prepared and presented for approval by the Polk County Board of County Commissioners. If the heir is found not to be income eligible, at the option of Polk County, an agreement for repayment may be initiated immediately upon establishment of new ownership; or
d) The HOMEOWNER refinances the first mortgage loan at which time the remaining principal balance is due and payable to Polk County.
e) The HOMEOWNER violates any terms of the Mortgage and Security Agreement, or Mortgage Note entered into with Polk County.

In the event of a voluntary (sale) or involuntary (foreclosure) transfer of the property during the applicable period of affordability, Polk County will recapture all of the SHIP Subsidy funds provided to the HOMEOWNER.

If the net proceeds from a voluntary (sale) or involuntary (foreclosure) sale are insufficient to repay the amount of the SHIP subsidy, the County shall recapture the balance due on the loan or 100% of net proceeds from the sale, whichever is less. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the HOMEOWNER.

**5) PROJECT REQUIREMENT**

Polk County and the HOMEOWNER agree to comply with the following project requirements as set forth:

a) The HOMEOWNER certifies that the property will be his principal residence and that at the time of application and approval the HOMEOWNER's income, said income did not exceed eighty percent (80%)

area median income as determined by HUD with adjustments for family size.

$46,700.00 County Area Median Income (adjusted for family size)
80% Percentage (%) AMI Level of HOMEOWNER
$34,911.92 HOMEOWNER's Annual Income

b) The property is located in Polk County and will have after-rehabilitation or replacement appraised value equal to or less than ninety percent (90%) median area purchase price as established by the U.S. Treasury Department. Polk County has reviewed the household income and the property value requirements in accordance with SHIP Program requirements and has approved this project eligible for funding.

c) The HOMEOWNER must maintain the property in good physical condition for the life of the loan. The HOMEOWNER must be current with the payment of property taxes, HOMEOWNER's insurance, homestead exemption, and flood insurance, if applicable. Polk County must be named as an additional insured on all of the HOMEOWNER's insurance policies and a copy of this policy must be provided to Polk County.

## 6) HOUSING AND QUALITY STANDARDS

The property, after Rehabilitation/Replacement must meet Florida Housing's Minimum Rehabilitation Standards, Section 8 Housing Quality Standards (HQS) or the local or Florida Building Code (latest edition), whichever is more stringent. Polk County shall verify the property has met the housing and quality standards as evidenced by an issuance of a Certificate of Occupancy upon final inspection of the property that is the subject of the Rehabilitation/ Replacement.

## 7) REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEOWNER agrees that SHIP funds shall only be used for eligible SHIP activities. The HOMEOWNER also agrees that any work done by a licensed contractor in performance of this Agreement shall be done pursuant to a written contract, and only after all necessary permits are obtained.

Polk County shall reserve the right, pursuant to Polk County's own procedures, of final approval of all bids submitted from independent contractors relative to performing the rehabilitation and repair of HOMEOWNER's home. The nature of the Rehabilitation/Replacement work to be performed by said contractors will be indicated upon a work write-up document; said document being identified in the applicable Rehabilitation/Replacement work contract entered into between the HOMEOWNER and any Rehabilitation/Replacement contractor. The HOMEOWNER shall select the contractor(s) with Polk County's approval to perform the Rehabilitation/Replacement work upon the HOMEOWNER's aforesaid home. Polk

County shall, in combination with the HOMEOWNER, supervise the contractor(s) selected by the HOMEOWNER relative to the Rehabilitation/Replacement of the HOMEOWNER's aforesaid home. Polk County and the HOMEOWNER, as provided for in the applicable Rehabilitation/Replacement work contract entered into between the OWNER and any Rehabilitation/Replacement contractor, have the right to terminate or abandon the work contemplated pursuant to such contract.

Polk County shall have the right to enforce the provisions of said work contract by the employment of all legal methods deemed necessary in the judgment of Polk County, including the filing and prosecution of Breach of Contract court claims against applicable Rehabilitation/Replacement contractors. If the HOMEOWNER fails to execute and otherwise enter into said Rehabilitation/Replacement work contract with the said HOMEOWNER selected contractor(s) within five (5) days from receipt of written request by Polk County or its authorized agent, Polk County may, upon written notice to the HOMEOWNER, immediately terminate this Agreement without penalty whatsoever.

The amount of the Rehabilitation/Replacement Loan and the total amount the HOMEOWNER contracts to pay for the Rehabilitation/Replacement contractor(s) shall be determined at the sole judgment and discretion of Polk County. All monies to be used for the benefit of the HOMEOWNER pursuant to the aforesaid Rehabilitation/Replacement Loan shall be held by Polk County. All payments coming due to any contractor(s) shall be made by Polk County with written approval of HOMEOWNER pursuant to the terms and provisions of the executed Rehabilitation/Replacement work contract existing between the HOMEOWNER and the contractor(s).

Upon receipt of the contractor's proper mechanic's lien waiver, if applicable, Polk County shall request a final draw. If there are funds remaining after all work has been completed, inspected and accepted and all soft costs paid in full, Polk County shall adjust the amount of the loan and de-obligate the remaining funds. The HOMEOWNER will receive documentation of outstanding loan balance.

## 8) ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced and secured by a Lien/Promissory Note ("Note") and a Mortgage on the property. Should there exist any prior Mortgage liens against said property, Polk County may elect to insist that said prior Mortgage liens be made inferior to any Mortgage granted by the HOMEOWNER. Failure by the HOMEOWNER to comply with the terms of this Agreement and the Note and Mortgage shall be considered a default and appropriate legal actions shall be taken to enforce the terms and conditions of the Agreement.

## 9) DURATION OF THE AGREEMENT

The SHIP funds in the amount of **$184,000.00** are provided as a direct SHIP Subsidy in the form of a Deferred Payment Loan (DPL) of a 15-year (0%) interest loan. The 15-year affordability period begins from the recording date of the Deferred Mortgage and Security Agreement. This Agreement will terminate, and the total amount of the DPL loan will be forgiven at the end of the 15th year as long as the home remains the principal residence of the Homeowner and all other terms of this Agreement, Note and Mortgage are met.

## 10) OTHER PROVISIONS

No discrimination against any person or group of persons by the parties on account of race, sex, creed, color or national origin shall be made in performance of this Agreement.

Nothing contained in this Agreement or any act by the HOMEOWNER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third-party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving Polk County.

All notices to the HOMEOWNER, as provided for pursuant to the provisions of this Agreement, shall be deemed received by the HOMEOWNER upon deliverance by U.S. Mail, or otherwise, or an appropriate written communication to the HOMEOWNER's home address as listed in this Agreement.

The HOMEOWNER shall be responsible for all costs, including reasonable attorney's fees, incurred by Polk County in the enforcement of the provisions of this Agreement, Mortgage, or Note, whether legal suit is brought or not.

The HOMEOWNER will indemnify and hold Polk County harmless together with all of Polk County's employees and designated representatives, from any and all liability, claims, action suits or demands for injuries, death or property damage arising out of or in connection with the Rehabilitation/Replacement of the HOMEOWNER's property due to the HOMEOWNER's negligence.

The HOMEOWNER filed application with Polk County dated **5/5/2025,** for a Rehabilitation/Replacement Loan that is incorporated as part of this Agreement, by this reference.

This Agreement shall be binding upon the HOMEOWNER, the estate, personal representatives, heirs and devises of a deceased HOMEOWNER.

No delay or omission of Polk County to exercise any right or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.

The use in this Agreement of the word HOMEOWNER shall apply to the plural as well as the singular.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

**ATTEST:**

_____
Witness

_____
Printed Name of Witness
Address of Witness
Housing & Neighborhood Development-
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

**OWNER:**

_____
Rebecca Mullin

**ATTEST:**
**CLERK OF COURT**
**STACY M. BUTTERFIELD**

By:_____
Deputy Clerk

**Polk County Florida, a political subdivision of the State of Florida**

By:_____
Martha Santiago, Ed. D., Chair Date
Board of County Commissioners

**STATE OF FLORIDA**
**COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____day of _____, 2026 by Rebecca Mullin, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____

My Commission Expires: _____

SHIP
Estimated Project Costs
**Rehabilitation/Replacement**
**15385.340554028.5334420**

| | | | | |
|---|---|---|---|---|
| Homeowner: | Rebecca Mullin | | | Case No. RC25-SHIP-011 |
| | 3731 Island Oaks Ct. | | | |
| | Lakeland, Fl. 33805 | | | |
| Bid Amount | $ | 184,000.00 | $ | 184,000.00 |
| HO Contribution | | | | |
| 0% Payback Mortgage | | | | |
| Deferred Mortgage | $ | 184,000.00 | $ | 184,000.00 |

**Soft Costs** (Replacement SHIP GRANT)

| | | | | |
|---|---|---|---|---|
| Service Delivery | $ | 4,802.00 | $ | 4,802.00 |
| Appraisal | $ | 400.00 | $ | 400.00 |
| Survey | $ | - | $ | - |
| Blue Prints | $ | 450.00 | $ | 450.00 |
| Soil Test | $ | 160.00 | $ | 160.00 |
| Septic Tank Pumpout | $ | 650.00 | $ | 650.00 |
| Septic Tank Permit | $ | 180.00 | $ | 180.00 |
| Temp. Relocation | $ | 3,825.00 | $ | 3,825.00 |
| NOC Filing Fee | $ | 13.00 | $ | 13.00 |
| Mortgage Doc. Fee | $ | 644.00 | $ | 644.00 |
| Mortgage Recording Fee | $ | 61.00 | $ | 61.00 |
| Add'l Recording Fees | $ | - | $ | - |
| Total | $ | 11,185.00 | $ | 11,185.00 |

| | | |
|---|---|---|
| TOTAL PROJECT COSTS | $ | **195,185.00** |

**********

| | | |
|---|---|---|
| Polk Deferred Mortgage & Security Agreement | $ | 184,000.00 |
| 0% Payback Mortgage | $ | - |
| Grant Agreement | $ | 11,185.00 |
| TOTAL | $ | **195,185.00** |

Prepared By: Paul DiRocco
Housing and Neighborhood Development
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

# STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) REHABILITATION/REPLACEMENT DEFERRED MORTGAGE AND SECURITY AGREEMENT

This Mortgage and Security Agreement ("Mortgage") is given this _____ day of _____, 2026. The Mortgagor(s) **Rebecca Mullin, an unremarried widow** whose post office address is: **3731 Island Oaks Ct., Lakeland, FL 33805** ("Owner(s)"), agrees to give the Mortgage to Polk County, a political subdivision of the State of Florida ("Lender"). Owner(s) owes the Lender the principal sum of **One Hundred Eighty-Four Thousand and No/100 Dollars ($184,000.00)**. This debt is evidenced by Owner's Mortgage Note ("Note") dated the same date as this Mortgage which provides for the debt of this Mortgage.

## I. DUTIES AND OBLIGATIONS

1. Owner(s), in order to secure the performance of the Owner(s) of all agreements and conditions in the Note, this Mortgage, and any other loan agreement or instruments securing the Note does hereby mortgage, pledge, assign and grant a security interest to Lender in the following described property (hereinafter referred to as "Property"), situated at **3731 Island Oaks Ct., Lakeland, FL 33805,** and more particularly described as:

   Lot 103, TIMBERCREEK PHASE 2, according to the plat thereof as recorded in Plat Book 79, page 8 of the public records of Polk County, Florida.

   A. All improvements now or hereafter erected on the Property; and

   B. All easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and improvements, structures, and fixtures attached to the Property, now and hereafter; and

   C. All rents, issues, profits, revenue, income, condemnation awards, insurance proceeds and other benefits from the property described above; provided, however, that permission is hereby given to Owner so long as no default has occurred hereunder, to collect, receive and use such benefits from the property as they become due and payable.

2. Owner(s) warrants that Owner is indefeasibly seized of the Property in fee simple, and that the Owner has lawful authority to convey, mortgage, and encumber the Property. Owner warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

3. Owner(s) agree that Owner(s), his heirs, and legal representatives shall;

   A. perform and comply with, and abide by all stipulations, agreements, conditions and covenants of this Mortgage and the Note, and

   B. shall duly pay all taxes and all insurance premiums reasonably required, and

   C. keep the buildings on the premises in good repair and preservation, and

   D. pay all costs and expenses including reasonable attorney's fees that Lender may incur in collecting money secured by this Mortgage, and also enforcing this Mortgage by suit or otherwise, and

   E. fulfill all Owner's obligations under any home rehabilitation, improvement, repair or other loan agreement which Owner enters into with Lender.

## II. EVENTS OF DEFAULT

1. Any one of the following shall constitute an event of default:

   A. Owner(s) fails to repair or replace any buildings or improvements damaged by fire or other casualty to the satisfaction of the Lender, or

   B. Owner(s) fails to maintain the Property in conformance with all local building, zoning and other applicable ordinances or codes, or

   C. the Property is sold or otherwise transferred without Lender's written approval, or

   D. if the dwelling ceases to be the full-time residence of the Owner while the Mortgage remains a lien thereon without Lender's written approval, or

   E. Owner refinances the property without prior consent from the Lender, or

   F. Owner(s) violates any other terms, covenants, provisions, or conditions of this Mortgage, the Note, other loan agreements or instruments securing the Note, or the Homeowner Assistance Agreement.

2. Acceleration; Remedies. If an event of default shall have occurred, the Lender, at the Lender's option, may declare the outstanding principal amount of the Note and all other sums secured hereby, to be due and payable immediately. Upon such declaration, such principal and other sums shall immediately be due and payable without demand or notice and said principal sum shall bear interest from the date of default until paid at a rate not to exceed three percent (3%) per annum.

The County, at its option, may prepare an alternative promissory note ("Alternative Note") requiring monthly payments of principal and interest. All payments on the Alternative Note shall be applied first to the interest due on the Note, and the remaining balance shall be applied to late charge, if any. The Owner has the right to reject the Alternative Note by paying the principal amount of the Note within thirty (30) days of default. Failure of the Owner to pay the principal amount of the Note or execute an Alternative Note within thirty (30) days of default of the deferment will constitute failure on the part of the Owner. Such failure will be subject to suit by the County to recover the Note.

Furthermore, the Owner agrees that the Lender may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to; (a) enforce payment of the Note or the performance of any term hereof or any other right; (b) foreclose this Mortgage and to sell, as an entirely or in separate lots or parcels, the Property under the judgment or decree of a court or courts of competent jurisdiction; and (c) pursue any other remedy available to it.

No right, power or remedy conferred upon or reserved to Lender by the Note, this Mortgage or any other instrument securing the Note, is exclusive of any other right, power of remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder on under the Note or any other instrument security the Note, now or hereafter existing at law, in equity or by statute.

## III. GENERAL PROVISIONS

1. No Waiver. No delay or omission of Lender to exercise any right or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.

2. Governing Law. This Mortgage and all disputes as to the subject matter of this Mortgage between Owner(s) and Lender shall be governed by the laws of Florida.

3. Venue. All disputes involving the subject matter of this Mortgage shall be brought in a competent court in Polk County, Florida.

4. Modification of Agreement. All modifications to this Mortgage must be in writing and signed by both Owner(s) and Lender.

5. Separation of Inappropriate Provisions. If any provision of this Mortgage shall be deemed inappropriate by a court, the inappropriate provision shall be severed, and the rest of this Mortgage shall remain enforceable between Owner(s) and Lender.

6. Successors and Assigns Bound. This mortgage shall be binding on the parties, their assigns, successors, representatives or administrators. In the event that a sole Owner should die, or upon the death of the survivor of Joint Owners, the obligations created herein shall be binding upon the Estate, personal representative, heirs, or devisee of the deceased Owner.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

ATTEST:

OWNER(s):

_____
Witness

_____
Rebecca Mullin

_____
Printed name of Witness

Address of Witness:
Housing & Neighborhood Development-
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

**STATE OF FLORIDA**
**COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 2026, by Rebecca Mullin, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____

My Commission Expires _____

Prepared By: Paul DiRocco
Housing and Neighborhood Development
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

# STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
## Rehabilitation/Replacement
## DEFERRED MORTGAGE AND SECURITY AGREEMENT
## MORTGAGE NOTE

NAME: **Rebecca Mullin**

ADDRESS: **3731 Island Oaks Ct., Lakeland, FL 33805**
CASE NUMBER: **RC25-SHIP-011**
LOAN AMOUNT: **$184,000.00**

This Mortgage Note ("Note") is made on the date last signed below ("Effective Date"). The Grantor is **Rebecca Mullin** whose post office address is: **3731 Island Oaks Ct., Lakeland, FL 33805** "Owner(s)"). For value, the Owner jointly and severally promise to pay to the order of Polk County ("County"), a political subdivision of the State of Florida **One Hundred Eighty-Four Thousand and No/100 Dollars ($184,000.00),** payable in one installment at Bartow, Florida or at such a place as may hereafter be designated in writing by the County. This debt is secured by the Mortgage and Security Agreement ("Mortgage") dated the same date as this Note.

The Note shall be for a period of **fifteen (15) years** the date of recording the Deferred Mortgage and Security Agreement as referenced in the SHIP Program Rehabilitation/Replacement Program Homeowner Assistance Agreement. Repayment of this Note shall take place in the following manner:

1. If a default occurs, the Note shall be due and payable in full.

2. If no default occurs, the debt shall be permanently forgiven at the expiration of the **fifteenth (15th) year**.

This Note incorporates, and is incorporated into, the Mortgage of even date of the Property described above.

The Owner reserve(s) the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums.

If default be made in the payment of any sums mentioned herein or in said Mortgage, or in the performance of the mortgage, then the entire principal sum shall at the option of the County become at

once due and collectible without notice, time being of the essence, and said principal sum shall bear interest from the date of default until paid at a rate not to exceed three percent (3%) per annum. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The County, at its option, may prepare an alternative promissory note ("Alternative Note") requiring monthly payments of principal and interest. All payments on the Alternative Note shall be applied first to the interest due on the Note, and the remaining balance shall be applied to late charge, if any. The Owner has the right to reject the Alternative Note by paying the principal amount of this Note within thirty (30) days of default of the deferment. Failure of the Owner to pay the principal amount of this Note or execute an Alternative Note within thirty (30) days of default of the deferment will constitute failure on the part of the Owner. Such failure will be subject to suit by the County to recover on this Note.

If a suit is instituted by the County to recover on this Note, the Owner agree(s) to pay all costs of such collection, including reasonable attorney's fees and court costs.

This Note is secured by a Mortgage on real estate of even date duly filed for record in Polk County, Florida. The terms of said Mortgage are by this reference made a part hereof.

Demand, protest and notice of demand and protest are hereby waived, and the Owner hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

Each person liable hereon whether maker or his heirs, legal representatives or assigns, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this Note or default hereunder, or said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the terms "holder", "maker", and "payee" shall be construed in the singular or plural as the context may require or admit.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

ATTEST:

_____
Witness

_____
Printed name of Witness
Address of Witness:
Housing & Neighborhood Development-
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

OWNER(s):

_____
Rebecca Mullin

**STATE OF FLORIDA**
**COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Rebecca Mullin, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____

My Commission Expires _____

# BOCC

## RECORDING FEES / COPY CHARGES

*** This form must be completed to utilize Court House / Court House Branch services to record documents such as liens, deeds, easements, Satisfactions, etc. and for copy services. >>>>> **These services will not be rendered without this completed form.** <<<<<

☑ Recording Fees Type of document: Replacement SHIP Deferred Mortgage and Security Agreement

☐ Copy Charges

Number of documents: 1

**ACCOUNTING INFORMATION**

| FUND (5) | COST CENTER (9) | ACCOUNT (7) | PROJECT (7) | AREA (2) | TBD (7) |
|---|---|---|---|---|---|
| 15385 | 340554028 | 5334420 | 0000000 | 00 | 0000000 |

If not Project-related = 0000000

**PROJECT-RELATED *****

| TASK | AWARD | PROJECT EXPENDITURE ORGANIZATION |
|---|---|---|
| | | |

Rebecca Mullin RC25-SHIP-011

*** DNKP

**DO NOT CHARGE INTANGIBLES**

DEPT / DIVISION: **Housing & Neighborhood Development**

**Paul DiRocco** **01/22/26**

EMPLOYEE SIGNATURE DATE

ATTACH RECIEPT

TELEPHONE: **534-5616** EXTENSION: **NA**

**LENDER OR LENDER'S AGENT: Paul DiRocco**
Polk County Board of County Commissioners
P.O. Box 9005
Drawer HS04
Bartow, FL 33831-9005

# Truth-In-Lending Disclosure Statement

**THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND**

BORROWERS: Rebecca Mullin

PROPERTY ADDRESS: 3731 Island Oaks Ct.
Lakeland, FL 33805

☐ Preliminary ☒ Final
DATE_____
LOAN NO. RC25-SHIP-011
SHIP REHABILITATION/REPLACEMENT DEFERRED
LOAN $184,000.00
Interest Rate: 0.00 %

| Annual Percentage Rate | Finance Charge | Amount Financed | Total of Payments |
|---|---|---|---|
| The cost of your credit at a yearly rate | The dollar amount the credit will cost you | The amount of credit provided to you on your behalf | The amount you will have paid after all scheduled payments |
| **0.00 %** | **$0.00** | **$184,000.00** | **$184,000.00** |

**PAYMENT SCHEDULE:**

| Number of Payments | Amount of Payments | When Payments are Due |
|---|---|---|
| 1 | $184,000.00 | IF DEFAULT |

**DEMAND FEATURE:** ☒ This loan does not have a Demand Feature ☐ This loan has a Demand Feature as follows:

**VARIABLE RATE FEATURE:** ☐ This Loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.

**SECURITY:** You are giving a security interest in the property located at: **3731 Island Oaks Ct., Lakeland, FL 33805**

**ASSUMPTION:** Someone buying this property ☐ cannot assume the remaining balance due under original mortgage terms ☒ may assume, subject to lender's conditions, the remaining balance due under original mortgage terms.

**FILING/RECORDING FEES:** $718.00.

**PROPERTY INSURANCE:** ☒ Property hazard insurance in the amount of **$184,000.00** with a mortgage clause to the lender is a required condition of this loan. Borrower may purchase this insurance from any insurance company acceptable to the lender. Hazard Insurance ☐ is ☒ is not available through the lender at an estimated cost of N/A for a year term.

**LATE CHARGES:** If your payment is more than N/A days late, a late charge of $0.00 will be assessed.

**PREPAYMENT:** You have the right to pay off the obligation early and you will not have to pay a penalty.

See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

You are not required to complete this agreement merely because you have received these disclosures or signed a loan application.

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ACKNOWLEDGEMENT OF RECEIPT

I/We acknowledge receipt of this Truth-in-Lending disclosure statement.

Rebecca Mullin _____ Date

N/A
Homeowner _____ Date

_____ Date

_____ Date

Effective January 1, 2025

## RESIDENT INCOME CERTIFICATION – Homeownership/DPA

**State Housing Initiatives Partnership (SHIP) Program**

Effective Date: _____ Allocation Year: _____

| Calculations performed using (check one): | Pre-HOTMA Guidance | ☐ | HOTMA Guidance | ☑ |
|---|---|---|---|---|

**A. Recipient Information**

| | | | |
|---|---|---|---|
| Current Homeowner | x | Existing Dwelling | x |
| Homebuyer | | New Construction | |

**B. SHIP Fund Use**

| Local Strategy Name | Strategy Code |
|---|---|
| | |
| | |
| | |

**C. Household Information** (Include all household members)

| Member | Full Name | Relationship to Head | Age |
|---|---|---|---|
| 1 | Rebecca Mullin | HEAD | 62 |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |

**D. Assets** (All household members including assets owned by minors)

| Member | Asset Description | Cash Value | Income from Assets |
|---|---|---|---|
| 1 | Truist *4878 ($783.19) | $0.00 | |
| | Columbian Life Insurance * 9783 ($99.98) | $0.00 | |
| | Wamart Stock Account ($367.69) | $0.00 | $1,312.42 |
| | Merrill 401K ($14,374.88) | $0.00 | $1.52 |
| | | | |
| | | | |
| | | | |
| | | | |
| Total Cash Value of Assets D(a) | | $0.00 | |
| Total Actual Income from Assets D(b) | | | $1,313.94 |
| Total Imputed Income from Assets D (c) | | | $0.00 |
| Total Income from Assets D (d) | | | $1,313.94 |

**E. Anticipated Annual Income**: Includes unearned income and support paid on behalf of minors.

| Member | Wages / Salaries (include tips, commission | Benefits / Pensions | Public Assistance | Other Income | *Asset Income |
|---|---|---|---|---|---|
| 1 | $33,597.98 | | | | (Enter the greater of box **D(b)** or box **D(d)**, above, in box **E(e)** below) |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | (a) | (b) | (c) | (d) | (e) |
| Totals | $33,597.98 | | | | $1,313.94 |
| Enter total of items E(a) through E(e). This amount is the **Annual Anticipated Household Income** | | | | | $ 34,911.92 |

**F. Recipient Statement:** The information on this form is to be used to determine maximum income for eligibility. I/we have provided, for each person set forth in Item C, acceptable verification of current and anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury. **WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

Rebecca J Mullin — Date 7-1-2025
Signature of Head of Household

Date
Signature of Spouse or Co-Head of Household

Date
Signature of Household Member (over 18 years)

Date
Signature of Household Member (over 18 years)

Date
Signature of Household Member (over 18 years)

Date
Signature of Household Member (over 18 years)

Effective January 1, 2025

G. **SHIP Administrator Statement:** Based on the representations herein, and upon the proofs and documentation submitted pursuant to item F, hereof, the family or individual(s) named in item C of this Resident Income Certification is/are eligible under the provisions of Chapter 420, Part V, Florida Statutes, the family or individual(s) constitute(s) a: (check one)

_____ **Extremely Low Income (ELI) Household** means individuals or families whose annual income does not exceed 30% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

_____ **Very Low Income (VLI) Household** means individuals or families whose annual income does not exceed 50% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

X **Low Income (LI) Household** means individuals or families whose annual income does not exceed 80% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: $46,700.00

_____ **Moderate Income (MI) Household** means individuals or families whose annual income does not exceed 120% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

_____ **121-140% Income Household** means individuals or families whose annual income does not exceed 140% of the AMI as determined by HUD with adjustments for household size.
Maximum Income Limit: _____

Based upon the 2025 (year)
Income Limits for Polk (MSA or County)

**Signature of the SHIP Administrator or His/Her Designated Representative:**

Signature Marie Smoker Date 07/07/2025
Name (print or type) Marie Smoker Title Housing Administrative Supervisor

H. **Household Data** (to be completed by Head of Household only)

| **Household elects to not participate.** | | | | | | (Initials of Household Head) | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Head of Household Data** | | | | | | | | | |
| **By Race / Ethnicity** | | | | | | **By Age** | | | |
| White | Black | Hispanic | Asian | American Indian | Other | **0 - 25** | **26 - 40** | **41 - 61** | **62 +** |
| 1 | | | | | | | | | 1 |
| **Household Members Data** | | | | | | | | | |
| **Special Target / Special Needs** (Check all that apply to any member) | | | | | | | | | |
| **Farm worker** | **Developmentally Disabled** | **Homeless** | **Elderly** | **Special Needs (define)** | **Special Needs (define)** | | | | |
| | | | 1 | | | | | | |

NOTE: Information in this Section H is being gathered for statistical use only. No resident is required to give such information

INSTR # 2005296385
BK 06520 PG 1694 PG(s)1
RECORDED 12/05/2005 01:52:37 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
DEED DOC 329.00
RECORDING FEES 10.00
RECORDED BY B Morris

PREPARED BY & Return to: Carly Mennell
LAWYERS TITLE INSURANCE CORP
202 Lake Miriam Dr. Suite 1E
Lakeland, Florida 33813
(863) 644-3391
LTIC No. 0513096

# L A W Y E R S  T I T L E  I N S U R A N C E  C O R P O R A T I O N  I N D I V I D U A L  D E E D

This Warranty Deed made on November 16, 2005 between

Ronald L. Weinman, a married man and George A. Weinman, a married man

whose address is: 4710 Burgundy Place, Lakeland, Florida 33813

Hereinafter called the Grantor, and

Leon Mullin and Rebecca Mullin, husband and wife

whose address is: 3731 Island Oak Court
Lakeland, FL 33805

Hereinafter called the Grantee,
WITNESSETH, that the Grantor, for and in consideration of the sum of ($10.00) and other valuable considerations the receipt whereof is hereby acknowledged has granted, bargained, and sold unto the Grantee, and Grantee's successors, and assigns forever, all that certain parcel of land in the County of Polk and State of Florida to wit:

Lot 103, TIMBERCREEK PHASE 2, according to the plat thereof as recorded in Plat Book 79, page 8 of the public records of Polk County, Florida.

TAX FOLIO NUMBER 022824-164952-001030

and Grantor does hereby fully warrant title to said land and will defend the same against the lawful claims of all persons whomsoever, except taxes for the year 2005 and subsequent years, and restrictions, limitations, covenants, and easements of record, if any. ("Grantor and Grantee" are used herein for singular or plural, the singular shall include plural, and any gender shall include all genders, as context requires.)

Signed, Sealed, and Delivered
in our presence:

(Wit.) Carly Mennell
Carly Mennell

(Wit.) Goldie Hester
GOLDIE HESTER

Ronald L. Weinman (SEAL)

George A. Weinman (SEAL) 11/16/05

State of Florida
County of Polk

The foregoing instrument was acknowledged before me on November 16, 2005, by Ronald L. Weinman and George A. Weinman who is personally known to me or has produced a drivers license as identification and has taken an oath.

WITNESS my signature and official seal in the county and state last aforesaid.

Carly Mennell
(Notary Public)

My commission expires
(Affix Notary Seal)

CARLY MENNELL
Notary Public - State of Florida
My Commission Expires Jan 22, 2009
Commission # DD 386115
Bonded By National Notary Assn.

NB: GRANTOR WARRANTS THAT SUBJECT PROEPRTY IS NOT THEIR HOMESTEAD AND THAT THEY RESIDE AT AN ADDRESS OTHER THAN THE SUBJECT PROPERTY

Agenda Item R.8. 2/17/2026

## SUBJECT

Approve piggyback agreement with CDW Government LLC to provide technology products and services with related solutions. (estimated $4,000,000.00 to $4,500,000.00 annual recurring expense)

## DESCRIPTION

The Information Technology (IT) Division has historically used a cooperative agreement through Sourcewell that was awarded to CDW Government LLC, to purchase technology products and services which expired on October 30, 2024. Sourcewell recently conducted Request for Proposal (#121923) and awarded CDW Government LLC for those same products and services through Cooperative Agreement # 121923-CDW. Since the IT Division has been satisfied with the products and services that CDW Government LLC has been providing, they requested Procurement develop a new agreement which would allow them to use (piggyback) the recent Sourcewell cooperative agreement to continue to provide technology products and services in support of all County divisions.

Future purchases will be planned budgeted for as part of the Information Technology and other divisions annual budget.

The term of the agreement with all available renewals is through February 27, 2031.

## RECOMMENDATION

Request Board approve the piggyback agreement with CDW Government LLC to provide technology products and services with related solutions.

## FISCAL IMPACT

Funds are budgeted within each County divisions' operating budget.

## CONTACT INFORMATION

Brad Howard

Sr. Procurement Analyst

bradhoward@polk-county.net <mailto:bradhoward@polk-county.net>
863-534-6706

**PIGGYBACK AGREEMENT FOR TECHNOLOGY PRODUCTS AND SERVICES WITH RELATED SOLUTIONS**

**THIS PIGGYBACK AGREEMENT** (the "Agreement") is entered into as of the Effective Date defined in Section 3A, 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 CDW Government LLC, (the "Vendor"), an Illinois limited liability company, 230 North Milwaukee Avenue, Vernon Hills, Illinois 60061, and whose Federal Employer Identification Number is 36-4230110.

**WHEREAS,** the County's Procurement Ordinance and Procurement Procedures permit it to enter into piggyback purchasing agreements; and

**WHEREAS,** the County requires the services of a vendor who can provide technology products and services with related solutions; and

**WHEREAS,** the Vendor has contracted Sourcewell to provide technology products and services with related solutions pursuant to that certain Contract No. 121923-CDW dated as of March 13, 2024 (the "Sourcewell' Agreement") which those parties entered into upon through Sourcewell's award of RFP 121923 to Vendor for technology products and services with related solutions; and

**WHEREAS,** the County and the Vendor have determined that the Sourcewell Agreement is an acceptable agreement upon which the County and the Vendor may establish a piggyback agreement.

**NOW, THEREFORE,** in consideration of the promises contained herein, the parties hereby agree, as follows:

1. **Recitals.** The above stated recitals are true and correct.

2. **Terms and Conditions; Conflict.** Except as otherwise stated herein, the terms and conditions of the Sourcewell Agreement shall form the basis of this Agreement, with the County having the rights, duties, and obligations of the "Member" thereunder. A true and correct copy of the Sourcewell Agreement is attached as Exhibit "A" and incorporated herein. If any provision of this Agreement conflicts with any provision of the Sourcewell Agreement, then the terms, conditions, and provisions of this Agreement shall control.

3. **Supplemental Terms and Conditions.** The terms and conditions of the Sourcewell Agreement are hereby modified or supplemented, as follows:

A. **Term.** The term of this Agreement shall commence on the date (the "Effective Date") the later of the two parties executes the Agreement and, unless sooner terminated pursuant to Section 3.D herein, shall continue until the first to occur of the following: (i) upon expiration or earlier termination of the Sourcewell Agreement (it being acknowledged and understood that the latest possible termination date for the Sourcewell Agreement, with all renewal options exercised, is February 27, 2031); or (ii) upon termination by the County, for any reason or no reason, following 30 days' written notice to the Vendor.

B. **Insurance.** The Vendor shall maintain at all times the following 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 set forth below. The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be included 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 under an insured contract. 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. 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.

Commercial 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.

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:

> Endorsement to include Blanket Contractual liability (specifically covering contractual obligations included in an insured contract); 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; and Contractual liability (specifically covering, contractual obligations included in an insured contract)

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

Umbrella Insurance. $2,000,000. Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability. $2,000,000.00 Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Network Security and Privacy Liability Insurance. $2,000,000.00 Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on, or included in, another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited

to, computer attacks, unauthorized access, disclosure of not public data - including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

C. **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) business 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 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. 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 commercially 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.

D. **Attorneys' Fees and Costs.** In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

**E. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATE, SUBCONTRACTORS, OR AGENTS BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE. IN THE EVENT OF ANY LIABILITY INCURRED BY EITHER PARTY OR ANY OF THEIR AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF EITHER PARTY FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE DOLLAR AMOUNT PAID BY THE COUNTY FOR THE**

**PRODUCT(S) OR SPECIFIC SERVICES GIVING RISE TO THE CLAIM.**

**F.** **Governing Law.** This Agreement shall be governed in all respects by the Laws of the State of Florida, without regard to conflicts of the laws principles.

**G.** **Venue.** Any litigation with respect to this Agreement shall be brought and prosecuted only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

**H.** **Notice.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by nationally recognized messenger or by courier service, or mailed by registered or certified mail, return receipt requested, and addressed, as follows:

| | |
|---|---|
| If to the County: | Polk County Information Technology Division<br>Attention: Director<br>330 West Church Street<br>Bartow, FL 33830 |
| If to Vendor: | CDW Government LLC<br>Attention: Program Manager<br>230 N. Milwaukee Avenue<br>Vernon Hills, IL 60061 |

**L.** **Non-exclusive Agreement.** This Agreement does not grant the Vendor the exclusive right to provide the County technology products and services with related solutions during the Agreement term. The County may utilize its own personnel to perform such services, or it may employ other vendors or contractors to provide such services.

**J.** **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, agreed to by the parties, 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**

**K. 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).

**L. 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.

**M. 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.

**N. 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.

**O. 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.

**P. Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the parties. This Agreement may only be modified or changed in writing, and such modifications and changes signed by both parties.

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

**ATTEST:**

STACY BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

**Polk County**, a political subdivision of the State of Florida

By: _____
Martha Santiago, Ed. D., Chairman
Board of County Commissioners

Date Signed By County_____

Reviewed as to form and legal sufficiency:

Noah Ander 2/2/26
County Attorney's Office Date

**ATTEST:** See letter following this page.

By:_____

_____
[Print Name]

Date:_____

**CDW Government, LLC,**
an Illinois limited liability company

By:_____

ANUP SREEDHARAN
[Print Name]

SR. MANAGER
[Title]
Date: 01/29/2026

**SEAL**

**Appointment of Authorized Representative with Limited Signing Authority**

In accordance with the authority delegated to the undersigned, Robert F. Kirby, SVP, Public Sales of CDW Government LLC (the "**Companies**"), the undersigned hereby delegates to Anup Sreedharan ("**Authorized Representative**") holding the title, Sr. Manager, Program Management ("**Authorized Title**"), of Company or its affiliate, the authority solely to review and execute certain Contract documents, subject to certain limitations, as set forth in the table below ("**Restricted Authority**").

| | | |
|---|---|---|
| **Contract Types:** *select type of agreement (one or more may apply)* | | Agreements and purchase orders related to marketing. |
| | | Nondisclosure and other forms of confidentiality agreements and non-binding letters of intent in connection with potential M&A opportunities. |
| | X | Non-disclosure and other forms of confidentiality agreements with customers and partners. |
| | X | Agreements with customers to provide IT products and professional services (to the extent such services are authorized by the undersigned), and all such accompanying forms (attestations and disclosures) that are generally required to form a complete contract including memorandums of understanding, and subcontracts with partners on the Agreements described above, but excluding software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business. |
| | X | Bids & Proposals to provide IT products and professional services, (to the extent such services are authorized by the undersigned), and all such accompanying forms (attestations and disclosures) that are generally required to form a complete offer for contract package, but excluding software beta test and early adoptee offers, and any offer out of the ordinary course of Company's business. |
| | X | SOWs and Change Orders with customers to provide IT professional services (to the extent such services are authorized by the undersigned), but excluding software beta test and early adoptee contracts, and any contracts out of the ordinary course of Company's business. |
| | | Agreements with partners to purchase IT products and professional services (to the extent such services are authorized by the undersigned), but excluding software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business. |
| | | Agreements, including but not limited to, Participation Agreements and Teaming Agreements with Partners/Vendors to provide IT products and professional services to customers (to the extent such services are authorized by the undersigned), but excluding agreements for software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business. |
| | | SOWs with partners/vendors to provide IT professional services to customers (to the extent such services are authorized by the undersigned), but excluding agreements for software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business. |
| **Check other:** | | [Click to fill in description] |
| **Territorial Limit** | U.S. Only | |
| **Not to Exceed Dollar Value Limit** | Up to $$10,000,000 . (This is total value, not annual value, of a contract.) | |
| **Not to Exceed Contract Duration for Services** | Up to three (3) year(s) | |
| **Required Approvals and Other Conditions** | • Compliance with Company Legal Department mandated contract review process.<br>• Compliance with Company policies.<br>• Capital expenditures approval, if applicable.<br>• General Counsel review if Contract is with any principal stockholder, director or officer (or immediate family member) of a CDW company.<br>• Treasurer review of any grant of a security interest or lien.<br>• Legal approval of any contract with a foreign entity.<br>• Delegation in the Agiloft tool as backup for you while out must only be provided to an individual coworker with the same title and level of signing authority as you, or your manager. | |

**[Signature Page Follows]**

Authorized Representative shall use the following signature block, or one that indicates in a substantially similar manner that the Authorized Representative is authorized when executing Contracts on behalf of Company:

CDW Government LLC

By: _____, its Authorized Representative

This appointment is effective on the date specified below and shall remain in effect until the earliest of: (a) the date, December 31, 2026, when this Restricted Authority expires; (b) the date when the Authorized Representative no longer holds the Authorized Title; or (c) the date when the Restricted Authority is terminated by the undersigned. Authorized Representative may not assign or delegate the Restricted Authority to any other person.

Effective Date: January 1, 2024

Robert F. Kirby SVP, Public Sales
CDW Government LLC

Received and Approved by Corporate Paralegal:

Janell Nelsen (Dec 27, 2023 13:54 CST)
Janell Nelsen

Received and Approved by the Corporate Secretary's Office:

Hilary Malina (Dec 28, 2023 10:57 CST)
Hilary Malina

Version 2023-12-08

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF Illinois County OF Cook

The foregoing instruments was acknowledged before me by means of ☒ physical presence or ☐ online notarization this January 29, 2026 (Date) by Anup Sreedharan (Name of officer or agent) as Senior Manager, Program Sales (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 January 29, 2026 (Date)

_____ (Official Notary Signature and Notary Seal)

Matthew L. Lohmus (Name of Notary typed, printed or stamped)

Commission Number 863287 Commission Expiration Date 2/18/26

OFFICIAL SEAL
MATTHEW L LOHMUS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 02/18/2026

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ (Date) By _____

_____ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) _____

(Official Notary Signature and Notary Seal) _____

(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

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

Commission Number _____ Commission Expiration Date _____

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION #: PB 25-074, Technology Products and Services with Related Solutions

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: CDW GOVERNMENT LLC

Signature: [signature]

Title: SR. MANAGER

Date: 01/29/2026

State of: Illinois

County of: Cook

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of January, 2026, by Anup Sreedharan (*name*) as Senior Manager, Program Sales (*title of officer*) of CDWG (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced [illegible] as identification.

Notary Public Signature: [signature]

Printed Name of Notary Public: Matthew L. Lohmus

Notary Commission Number and Expiration: 863287 2/18/26

(AFFIX NOTARY SEAL)

OFFICIAL SEAL
MATTHEW L LOHMUS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 02/18/2026

## 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 ANUP SREEDHARAN, SR. MANAGER (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

CDW GOVERNMENT LLC
**NONGOVERNMENTAL ENTITY**


**SIGNATURE**

ANUP SREEDHARAN
**PRINT NAME**

SR. MANAGER
**TITLE**

01/29/2026
**DATE**

Exhibit "A"

121923-CDW

Sourcewell

**Solicitation Number: RFP #121923**

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

## 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

DocuSign Envelope ID: 6E5E583C-AE8C-4945-A183-9F3A4F2397EC



## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY.

1. *Product Warranty.* Supplier is not the manufacturer of the Products purchased by Participating Entities hereunder and the only warranties offered are those of the manufacturer, not Supplier or its Affiliates. In purchasing the Products, the Participating Entity relies on the manufacturer's specifications only and not on any statements or images that may be provided by Supplier or its Affiliates. SUPPLIER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Supplier, and its dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.

2. *Services Warranty.* Supplier warrants that the Services will be performed in a good and workmanlike manner. Participating Entity's sole and exclusive remedy with respect to this warranty will be at the sole option of Supplier to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Participating Entity related to the portion of the Services not in substantial compliance; provided in each case Participating Entity notifies Supplier in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Supplier or any of its affiliates or its or their personnel. Participating Entity shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost or damaged or corrupted during the performance of Services.

3. *Third-Party Services.* Certain services, such as extended warranty service by manufacturers, are sold by Supplier as a distributor or sales agent ("Third Party Services"). In the case of Third-Party Services, the third party will be the party responsible for providing the services to the Participating Entity and the Participating Entity will look solely to the third party for any loss,

claims or damages arising from or related to the provision of such Third-Party Services. Any amounts, including, but not limited to, taxes, associated with Third-Party Services which may be collected by Supplier will be collected solely in the capacity as an independent sales agent.
4. *Cloud Services*. It is acknowledged that Participating Entities are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Clod Service Provider's standard terms and conditions, or such other terms as agreed upon by Participating Entities and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Participating Entities and shall look solely to the Cloud Service Provider for any loss, claims, or damages arising from or related to the provision of such Cloud Services.

C. DEALERS, AND DISTRIBUTORS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, or distributors relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities in accordance with Supplier's Return Policy, which is available at: https://webobjects2.cdw.com/is/content/CDW/cdw/on-domain-ca/help-centre/cdw-global-returns-policy.pdf. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and

Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

## 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional commercial terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities as indicated in Question #70 of its Proposal. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in Question #70 of the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter.

Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. Sourcewell may not conduct such an audit more than one time per twelve month period during the term, and will provide thirty day advance written notice of the audit to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. INDEMNITY AND HOLD HARMLESS; LIMITATION OF LIABILITY

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees which results in (i) injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Supplier shall pass through to the Participating Entity all end user indemnity protections provided by the Equipment and/or Product manufacturer.

EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES, AND NOTHWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SUPPLIER, ITS AFFILIATES OR ITS SUPPLIERS, SUBCONTRACTORS OR AGENDT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS REVENUES OR SAVINGS AND LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUPPLIER'S AGGREGATE LIALITY HEREUNDER WILL NOT EXCEED THE TOTAL DOLLAR AMOUNT PAID BY SUPPLIER TO SOURCEWELL IN ADMINISTRATIVE FEES UNDER THIS CONTRACT DURING THE PRECEDING TWENTY-FOUR (24) MONTH PERIOD.

## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

5. *License to Software*. All rights in software resold pursuant to this Contract will remain with the applicable licensor. Participating Entity's rights to use such

software are contained in the applicable license agreement between the Participating Entity and the licensor.

6. *License to Work Product*. Participating Entity's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Participating Entity's internal use. Participating Entity obtains no ownership or other property rights thereto. Participating Entity agrees that Supplier may incorporate intellectual property created by third parties into the Work Product and that Participating Entity's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

## 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on, or included in, another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).

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Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring

solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

| Sourcewell | CDW Government LLC |
|---|---|
| DocuSigned by: Jeremy Schwartz C0FD2A139D06489... | DocuSigned by: Dario Bertocchi 7E5503A3787848D... |
| By: _____ | By: _____ |
| Jeremy Schwartz | Dario Bertocchi |
| Title: Chief Procurement Officer | Title: Vice President Contract Operations |
| Date: 3/13/2024 \| 9:46 PM CDT | Date: 3/13/2024 \| 2:12 PM PDT |

# RFP 121923 - Technology Products and Services with Related Solutions

## Vendor Details

| | |
|---|---|
| Company Name: | CDW Government LLC |
| Address: | 230 N. Milwaukee Ave<br>Vernon Hills, IL 60061 |
| Contact: | Debb Atnip |
| Email: | debb.atnip@cdw.com |
| Phone: | 214-729-9078 |
| HST#: | 36-4230110 |

## Submission Details

| | |
|---|---|
| Created On: | Tuesday October 31, 2023 11:16:38 |
| Submitted On: | Monday December 18, 2023 12:20:13 |
| Submitted By: | Debb Atnip |
| Email: | debb.atnip@cdw.com |
| Transaction #: | ca649e7b-2159-475b-8908-c8f54b878ee1 |
| Submitter's IP Address: | 136.226.85.102 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * |
|---|---|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | CDW Government LLC |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | CDW Government LLC (CDW•G) is a leading multi-brand provider of technology solutions to public sector customers. CDW Canada is a leading provider of technology solutions for business, government, education, and healthcare in Canada. Both CDW•G and CDW Canada are wholly owned subsidiaries of CDW LLC (CDW). |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | CDW Government |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | Unique Entity Identifier: PHZDZ8SJ5CM1 |
| 5 | Proposer Physical Address: | 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 |
| 6 | Proposer website address (or addresses): | www.cdwg.com |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Dario Bertocchi<br>Vice President, Contract Operations<br>230 N. Milwaukee Ave<br>Vernon Hills, IL 60061<br>Dario.Bertocchi@cdw.com<br>203.851.7049 |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Debb Atnip<br>Manager, Education Capture and Growth<br>11555 Westlawn Ln<br>Frisco, TX 75033<br>Debb.Atnip@cdw.com<br>214.729.9078 |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Freda Hill<br>Senior Manager, Proposals<br>230 N. Milwaukee Ave<br>Vernon Hills, IL 60061<br>Fredira@cdw.com<br>312.705.5582 |

### Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|---|---|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | CDW LLC (CDW) was founded in 1984 and is currently ranked 166 on the Fortune 500 with multi-national capabilities. CDW is a leading multi-brand complete technology solution and services provider to business, government, education, and healthcare organizations in the United States, Canada, and the United Kingdom, with approximately 15,000 coworkers, more than 250,000 active customer accounts, and $24 billion in net sales in 2022. CDW is ranked No. 4 on CRN's 2023 Solution Provider 500 list, a ranking of the largest IT solution providers in North America by revenue.<br><br>A technology-neutral company with more than three decades of experience building extensive relationships throughout the industry, CDW offers a product portfolio with more than 100s of thousands of technology offerings covering all original equipment manufacturers, software publishers, cloud & service providers (OEMs). CDW provides products and solutions through its sales and service delivery teams, with |

almost 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists, and advanced service delivery engineers.

In 1998, CDW recognized the need to build specialized sales and technical teams to support the unique needs of the federal, state and local government, education, and healthcare markets. CDW created a wholly owned subsidiary, CDW Government LLC (CDW•G) which today has more than 1,500 inside and field account managers supporting public customers across the nation. Broken out by customer end-markets, our account teams cover state and local government, K-12, higher education, or healthcare to ensure they understand customer priorities, specialized solutions, and desired outcomes. In 2003, CDW expanded its footprint to offer the same capabilities for business, government, education, and healthcare customers throughout Canada. In 2023, CDW Canada was recognized as the #1 Canadian Solution Provider of the Year on Channel Daily News' Top 100 Solution Providers list for the 9th year in a row.

CDW•G and CDW Canada have experienced a highly successful partnership with Sourcewell through its current Technology Solutions contract. Our growth under the incumbent Sourcewell contract was consistently outpaced by real sales, outpaced our forecasts, fueled by increased Sourcewell Member adoption and increased sales engagement.

CDW's combined strength through its e-procurement integration systems, world-renowned logistics practices, and consistent ease of purchase experience allow us to reduce procurement complexity, helping customers get what they need when they need it, with the least number of steps possible.

Core Values: CDW's code of business conduct and ethics, the CDW Way Code, sets forth the standards of behavior necessary to ensure we live up to our values. These are the values we use to guide our behavior toward each other, our customers, our partners, and our communities. The CDW Way Code directs that:

We run our business with passion and integrity.
We empower others to do their jobs.
We keep our commitments.
We treat others with respect.
We resolve conflict directly.
We listen.
We include stakeholders in the decision process.
We live our "philosophies of success" every day.
We make things happen.

Business Philosophy: CDW's strong customer focus is reflected in our core philosophy, the CDW Circle of Service, which means that everything we do – including sales, product and partner management, operations, marketing, technology services, coworker services, information technology, and finance and legal – revolves around the customer. Our Philosophies of Success include:

It's only good if it's win/win.
Good luck many times comes disguised as hard work.
People do business with people they like.
Perfection is unattainable. If you strive for perfection, you'll achieve excellence.
Pay attention to your weaknesses. If you dwell on your successes, you will suffocate on your weaknesses.
Success means never being satisfied.

Our objective is to have companies view us as a valued extension of their IT staffs. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our market research teams work with a third-party research firm to measure and track customer loyalty and satisfaction through periodic customer surveys. Survey feedback is used by senior leadership to create action and development plans for continuous improvement.

Commitment to Diversity: CDW takes a comprehensive approach to diversity, equity, and inclusion (DEI). We are deliberate and focused on creating a culture where our dedication to our values of trust, connection and commitment are evident and where belonging is an everyday experience for all our coworkers, customers, business partners and communities. CDW is committed to embracing and fostering diverse thinking, inclusive behaviors, and equal opportunity across our global operations.

For our coworkers, we strive to attract diverse talent, create opportunities for advancement and professional growth, and provide a sense of inclusion and belonging where everyone can be their authentic self. Our Business Resource Groups bring coworkers together around topics that matter and empower them to make an impact on our culture. Through workshops, informal discussions, and other forums, CDW leaders learn best practices for cultivating DEI. Townhalls and similar events bring coworkers together for conversations about DEI and belonging. And our organization-wide education and awareness platform cultivates awareness to help

coworkers understand their role in our culture.

In our supply chain, we are committed to maintaining an industry-leading business diversity program – our spend with small and diverse businesses totaled $3.5 billion in 2022 and more than $24 billion since the program's inception in 2007. We have achieved membership in the Billion Dollar Roundtable, an exclusive group of U.S.-based companies that have procured more than $1 billion annually from minority- and women-owned business on a first-tier basis.

In our communities, we have focused our social impact commitments around digital equity to help close the digital divide. Our social impact approach empowers coworkers, partners, and stakeholders to create sustainable and equitable change in the world.

Environmental Responsibility: CDW has long been conscious of our impact on the environment especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

Given CDW's role in the technology sector as a leading multi-brand technology solutions provider, our greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our partners and customers to help them achieve their environmental goals. This includes continuing to expand our offering of sustainable and socially responsible technology products and solutions. We also regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste to landfill through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business. In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored.

CDW is committed to supporting the circular economy and responsible consumption through materials efficiency and a reduction in waste to landfill. While we have a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: reducing distribution center waste from packaging and other materials and managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

Use of digital documentation when possible and recycling shredded paper documents when used

Recycling and composting of cafeteria waste

Elimination of plastic bottles from vending machines in our offices and warehouses

Elimination of single-use plastic cups

Company-wide internal toner cartridge recycling program

Recycling centers on each floor of our office locations

Recycling chutes for certain materials at our distribution centers

Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

Global Social Impact: CDW makes technology work so people can do great things. When it comes to the impact we have on our communities, we know greatness happens when everyone has equitable opportunities. We work to build coworker pride through community involvement, reducing barriers to participate and offering equitable social impact benefits. This includes:

8 hours paid time off per year to volunteer in the community. Coworkers have used this time to support more than 1,400 diverse nonprofit organizations worldwide.

Matching gifts programs up to $2,000 per coworker per year. CDW has contributed more than $1 million in matching contributions through our donor-advised fund. Coworkers are encouraged to give to the nonprofit or charity of their choosing to participate in the Matching Gift Program.

CDW's Legacy Excellence Program is a coworker-led program created in partnership with the Thurgood Marshall College Fund. CDW's Legacy Excellence Program supports Historically Black Colleges and Universities (HBCUs) and HBCU student scholars through investing in technology and providing leadership fellowships, scholarships, experiences, education, and career opportunities.

Business Resource Groups provide professional development, informal mentoring, and networking opportunities to more than 3,700 coworker members in the U.S. and Canada and a forum for coworkers to build awareness, celebrate their affinity area, collaborate, and provide business perspective on diversity and inclusion initiatives at CDW. Our eight North American Business Resource Groups, each with a unique focus, are open to all U.S. and Canadian coworkers and are briefly described below:

Alliance for Business Leading Equality (ABLE) advocates and educates for an accessible environment for all.

Black Excellence Unlimited (BeU) provides resources and development

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| | | opportunities to help achieve excellence with a positive impact on our coworkers, customers, and communities.<br>Business Resource Alliance Valuing Equality (BRAVE) members work to assemble the building blocks for LGBTQ+ inclusion, connection, and potential for impact within CDW.<br>Business Resource Inclusion and Diversity Group for Everyone (BRIDGE) seeks to foster connections and mentorships across CDW for coworkers from all roles and walks of life.<br>Hispanic Organization for Leadership & Achievement (HOLA) helps foster professional development and community involvement in support of the professional growth and multiracial nature of Latin Americans.<br>Military & Allies Resource Council (MARC) seeks to develop and support coworkers who are serving or have served our country and those who support them to strengthen connections through community.<br>Pan Asian Council (PAC) members work to build a diverse community that enables personal and professional development opportunities for Pan Asian coworkers.<br>Women's Opportunity Network (WON) aims to promote an environment where women succeed at all levels personally and professionally.<br>Unite BRG - UNITE is a CDW Canada Business Resource Group (BRG) designed to foster meaningful human connections, with a priority on professional development, community engagement and diversity, equity & inclusion. |

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| 11 | What are your company's expectations in the event of an award? | CDW•G's Sourcewell Technology Solutions contract has a history of success and growth, and we expect nothing less with the award of Sourcewell's next generation contract for Technology Products and Services with Related Solutions.<br><br>We expect to see continued growth and adoption of this Sourcewell contract as technology solutions and services become more important than ever to help public entities achieve their missions. We forecast the contract revenue to grow at a faster pace than our 5-year compounded annual growth under the incumbent contract.<br><br>Working together with our strategic partners, across business units and practice areas within CDW, and in collaboration with Sourcewell, we envision unparalleled success through the delivery of technology solutions and services to meet and exceed the needs of Sourcewell Members today, tomorrow, and well into the future through growth, collaboration, and partnership.<br><br>Growth<br>Actively engage with CDW•G's Contract Growth and Success team to help increase understanding and use by Sourcewell Members and CDW•G sales teams through the implementation of customizable flyers, topical webinars, and recurring training. Sourcewell Member adoption via customer-specific, stretch agreements is a key part of our growth strategy.<br>Align with CDW•G business development managers from across state and local government, K-12, and Higher Education, in areas of historically low engagement or adoption, to drive improved outcomes for these Sourcewell Members.<br>Drive continued collaboration between Canoe Procurement Group of Canada and CDW Canada to identify and engage new customers, while expanding contract use with current customers.<br>Identify opportunities to highlight the Sourcewell contract as a viable alternative to Sourcewell Members generating their own solicitations for complex solutions<br><br>Collaboration<br>Working together, Sourcewell Members and CDW•G will continue to increase revenue and adoption of the contract amongst Sourcewell Members. In addition, we will partner with Sourcewell to determine strong Sourcewell Member adopters, outside of CDW•G's existing customer set for an introduction.<br>Creation of co-branded marketing and Sourcewell Member engagement through collaborative presentations, online articles, and podcasts for the U.S. and Canada.<br><br>Partnership<br>As one of the longest-tenured Sourcewell vendors and one of the largest in terms of revenue volume, CDW•G provides access to extensive resources. We actively participate in support of Sourcewell with regular leadership and operational meetings, attendance and engagement at H2O, Sourcewell's annual vendor conference, and participation on the Vendor Advisory Board.<br>Mandi Maricque, Senior Program Manager within CDW•G's Program Management team, continues as Sourcewell's primary point of contact. Her knowledge and understanding of Sourcewell combined with her expertise and background in contracts administration, contributes to a win-win for Sourcewell and CDW•G. Working with Sourcewell, Mandi executes Sourcewell Member initiatives such as collecting data for BuySourcewell, co-developing messages and training materials, and leveraging Sourcewell resources and programs to further educate and support Sourcewell Members.<br>Anup Sreedharan, Senior Manager, Program Sales, will continue his engagement as a member of Sourcewell's Vendor Advisory Board as well as primary liaison with CDW•G senior leadership. |

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| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | Sourcewell can be confident that CDW•G – a subsidiary of CDW LLC, a publicly-owned Fortune 500 company which trades under the ticker symbol "CDW" on the NASDAQ Stock Exchange – has the financial strength and stability to support Sourcewell Members today and throughout the life of this contract.<br><br>CDW posted record net sales of $24 billion in 2022, a 14 percent increase from then-record 2021 sales of $21 billion, with excellent profitability. Each profit category – gross profit, Non-GAAP net income, and Non-GAAP net income per share, increased 20 percent or more. As seen below, net sales for CDW have increased steadily over the past six years.<br>2022: $24.0 billion<br>2021: $21.0 billion<br>2020: $18.5 billion<br>2019: $18.0 billion<br>2018: $16.2 billion<br>2017: $14.8 billion<br><br>Overall, CDW has realized a 10 percent Net Sales Compound Annual Growth Rate (CAGR) over the past five years, and a 13 percent Non-GAAP operating income (NGOI) Compound Annual Growth rate over the same period.<br><br>We believe the primary factor ensuring our financial stability and separating us from our competitors is our balanced approach to business. We do not rely solely on any one segment, customer, partner, technology, or solution.<br><br>In our U.S. business, which represents approximately 90 percent of our revenues, we currently have five dedicated business units – corporate, small business, government, education, and healthcare – each of which generated $1.9 billion or greater in Net Sales in 2022. Net Sales to customers in the U.K. and Canada combined generated $2.9 billion in 2022. In addition, 2022 saw Net Sales of more than $1.5 billion from each of our five largest vendor partners.<br><br>Our sales span multiple categories including Notebooks/Mobile Devices (26 percent), Miscellaneous Hardware (19.9 percent), Software (15.5 percent), Network and Communications Products (11.5 percent), Services (7.8 percent), Audio/Video (7.5 percent), Enterprise and Data Storage (5.8 percent), and Desktops (5.4 percent).<br><br>In November 2022, our Board of Directors approved an 18 percent increase in our annual dividend – the ninth consecutive annual increase since our June 2013 Initial Public Offering (IPO). And in February 2023, our Board authorized $750 million for share repurchases. Since our IPO our dividend has increased ten-fold and we have returned more than $5.5 billion to stockholders through share repurchases and dividends.<br><br>We have uploaded copies of our last four (2019-2022) annual 10-K reports to provide a thorough accounting of our financial health. CDW files a 10-K as required by law, which, along with our complete financial portfolio, is posted on our website. |
| 13 | What is your US market share for the solutions that you are proposing? | CDW had total net sales in 2022 of approximately $24 billion, which represents a 5 percent share of its approximately $460 billion addressable overall market in the U.S., U.K., and Canada. We do not explicitly detail U.S. market share; however, it is similar to the share of the overall market. CDW's net sales in the U.S. in 2022 were $20.8 billion. |
| 14 | What is your Canadian market share for the solutions that you are proposing? | CDW Canada's net sales in 2022 was $1.4 billion, which represents a 2 percent share of its approximately $77 billion addressable market in Canada.<br><br>CDW had total net sales in 2022 of approximately $24 billion, which represents a 5 percent share of its approximately $460 billion addressable market in the U.S., U.K., and Canada. |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | As of the date of submission, neither CDW nor CDW•G has never filed a petition for bankruptcy protection. |

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| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | CDW•G answers a).If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br><br>CDW•G and CDW Canada – both wholly owned subsidiaries of CDW LLC – are leading multi-brand provider of information technology solutions to business, government, education, and healthcare customers. Our broad array of products and services range from hardware and software to integrated IT solutions such as security, cloud, hybrid infrastructure and digital experience. CDW•G and CDW Canada are authorized resellers for more than 1,000 original equipment manufacturers, publishers, and service providers. A full listing of our brands can be found at https://www.cdwg.com/content/cdwg/en/brand.html.<br><br>While we are best described as a reseller, we are also a service provider with extensive offerings detailed in this response. |

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| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada.<br><br>CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW's ISO certifications and areas of compliance across our organization to benefit all our customers:<br>ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers.<br>ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area.<br>ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS).<br>ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology.<br>ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S.<br><br>CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including:<br>AICPA Service Organization Control Reports, formerly SAS 70 Reports (AIPCA SOC)<br>Control Objectives for Information and Related Technology (COBIT 5)<br>European Union, General Data Protection Regulation (EU GDPR)<br>Health Insurance Portability and Accountability (HIPAA)<br>IT Infrastructure Library (ITIL)<br>National Institute of Standards and Technology (NIST)<br>Payment Card Industry (PCI) Level 1<br><br>And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including:<br>Amazon Web Services (AWS)<br>Google Cloud Platform (GCP)<br>Microsoft Azure<br><br>With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including:<br>IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level<br>Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt<br>Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM)<br>SCRUM: Certified Scrum Master, and Certified Scrum Product Owner<br><br>CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status. |

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| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada.<br>CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW's ISO certifications and areas of compliance across our organization to benefit all our customers:<br>ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers.<br>ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area.<br>ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS).<br>ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology.<br>ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S.<br>CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including:<br>AICPA Service Organization Control Reports, formerly SAS 70 Reports (AIPCA SOC)<br>Control Objectives for Information and Related Technology (COBIT 5)<br>European Union, General Data Protection Regulation (EU GDPR)<br>Health Insurance Portability and Accountability (HIPAA)<br>IT Infrastructure Library (ITIL)<br>National Institute of Standards and Technology (NIST)<br>Payment Card Industry (PCI) Level 1<br>And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including:<br>Amazon Web Services (AWS)<br>Google Cloud Platform (GCP)<br>Microsoft Azure<br>With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including:<br>IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level<br>Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt<br>Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM)<br>SCRUM: Certified Scrum Master, and Certified Scrum Product Owner<br>CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status. |

## Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response |
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| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | Over more three decades in business, CDW has been consistently recognized for our excellence within the industry as well as creating a positive and successful workplace culture. Below is a selection of recognition received by CDW since 2019:<br><br>2023 (as of November):<br>Named to inaugural World's Best Companies list – TIME<br>Recognized as part of World's Best Employers list – Forbes<br>Recognized as a 2024 Best Places to Work in IT – Foundry's Computerworld<br>Named among 2023 Best Places to Work, Best Large Places to Work, Chicago – Built In<br>Recognized as one of America's most JUST Companies – JUST Capital<br>Recognized among America's Top Corporations for Women's Business Enterprises – Women's Business Enterprise National Council (WBENC) |

Named among Best Employers for Diversity and Best Employers for New Graduates – Forbes
Ranked #4 on CRN's 2023 Solution Provider 500 list for 2023 – CRN, a brand of The Channel Company
Ranked #10 ranking out of 501 premier managed service providers (MSPs) for 2023 – Channel Futures
Earned a top score of 100 for 2023 – Disability Equality Index (DEI)
Ranked #37 in the Global Top 100 IT Vendors list for 2022 – Gartner
CDW and CEO Chris Leahy awarded the CEO Excellence in Gender Equity and Diversity Award – Women Business Collaborative
Honored with Corporate Champion Award – 1871
Recognized as part of World's Best Employers list – Forbes
CDW Canada named Top Solution Provider of the Year – Channel Daily News
CDW received Channel Innovation Award – Channel Daily News

2022
Named in list of the Best Places to Work in 2022 for large U.S. companies – Glassdoor Employees' Choice Awards
Named one of the Best Places to Work for Disability Inclusion – 2022 Disability Equality Index®
Ranked on 2022 MSP 501– Channel Futures
Selected for 2022 list of World's Best Employers – Forbes
Named to World's Top Female-Friendly Companies list – Forbes
Highlighted as part of annual Best Companies for Women list – Fairygodboss
Named to the 2022 Best for Vets: Employers list – Military Times
Named to 2022 Best of the Best Top Veteran-Friendly Companies list – U.S. Veterans Magazine
Ranked #11 of 100 companies for ESG reputation as part of the 2022 RepTrak 100 ESG rankings – Nasdaq
Ranked 9th among large organizations on the Best Places to Work in IT list – Foundry's Computerworld
Received Global Customer Value Leadership Award – Frost & Sullivan
CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2021
Named in list of the Best Places to Work in 2021 for large U.S. companies – Glassdoor Employees' Choice Awards
Named to list of America's Best Employers for 2021 – Forbes
Named as a 2022 Best Places to Work in IT – IDG's Insider Pro and Computerworld
CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2020
Named as a 2021 Best Places to Work in IT – IDG's Insider Pro and Computerworld
Named a Culture Champion – MIT Sloan Management Review and Glassdoor Culture 500.
CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News.

2019
CDW achieved membership in the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies that have procured more than $1 billion annually from minority- and women-owned businesses on a first-tier basis.
Named to Future 50 – Fortune
Named as a 2020 Best Places to Work in IT – IDG's Insider Pro and Computerworld
Earned a perfect score of 100 on the Corporate Equality Index – Human Rights Campaign Foundation
Named a Best for Vets Employer – Military Times
Recognized as one of the Best Companies for Women in 2019 – Fairygodboss
Ranked No. 5 on the 2019 edition of the Solution Provider 500 – CRN
CDW Canada named the No. 2 Solution Provider of the Year, and Scalar, a CDW Company, the Top Storage Provider of the Year – Canada's Channel Daily News
Received an Employees' Choice Award – Glassdoor
Named one of America's Most JUST Companies for 2020 – Forbes and JUST Capital
Recognized in Military Friendly Employers list – VIQTORY
Recognized as one of the Top 60 Veteran and Military-Friendly Employers in 2020– Recruitics
Named in list of the Best Places to Work in 2020 for large U.S.

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| | | companies – Glassdoor Employees' Choice Awards<br>CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News. |
| 20 | What percentage of your sales are to the governmental sector in the past three years | Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the government sector over the past three years.<br><br>2022<br>CDW: 10.8%<br>CDW•G: 37%<br>CDW Canada: 10.6%<br><br>2021<br>CDW: 10.4%<br>CDW•G: 26%<br>CDW Canada: 9%<br><br>2020<br>CDW: 16.1%<br>CDW•G: 30%<br>CDW Canada: 9.4% |
| 21 | What percentage of your sales are to the education sector in the past three years | Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the education sector over the past three years.<br><br>2022<br>CDW: 15.2%<br>CDW•G: 42%<br>CDW Canada: 5.2%<br><br>2021<br>CDW: 19.7%<br>CDW•G: 50%<br>CDW Canada: 6%<br><br>2020<br>CDW: 18.7%<br>CDW•G: 42%<br>CDW Canada: 6.6% |

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| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | CDW•G and CDW Canada actively participate in state, provincial, and cooperative purchasing organizations across Public Sector. Neither CDW•G nor CDW Canada, as a practice, share individual cooperative contracts sales information. A representative listing of organizations and contracts is below.<br><br>CDW•G:<br>Alabama Joint Purchasing (ALJP)<br>BuyQ National Charter School Contract<br>California Department of General Services (DGS) Laptops/Desktops<br>California IT in Education Association (CITE) Google Workspace<br>CalSAVE<br>Central Indiana Education Services Center (CIESC)<br>County of Riverside – Microsoft<br>E&I Cooperative Services<br>Educational Service Commission of NJ (ESCNJ)<br>Fairfax County Hardware and Software<br>Florida Technology Refresh Program – Seminole State College<br>Illinois Public Higher Education (IPHEC)<br>Internet 2 Consortium<br>Iowa Board of Regents<br>Massachusetts Statewide Contracts – ITS75, ITC73, ITT72, ITS78<br>Michigan Computing Program (MMCP)<br>Mid-South Independent School Business Officers (MISBO)<br>Midwestern Higher Education Compact (MHEC)<br>Midwestern Higher Education Compact (MHEC) Massachusetts<br>NASPO ValuePoint<br>Audio Video Equipment and Supplies<br>Cloud Solutions<br>Software Value Added Reseller (SVAR)<br>New York City Department of Education (NYC DOE)<br>New York Office of General Services (NY OGS)<br>Omnia Partners<br>Pennsylvania Education Purchasing Program for Microcomputers (PEPPM)<br>Regional Education Media Centers (REMC) Association of Michigan<br>School Project for Utility Rate Reduction (SPURR)<br>Texas Department of Information Resources (DIR)<br>The Association of Educational Purchasing Agencies (AEPA)<br>The Interlocal Purchasing System (TIPS)<br>The Quilt<br>US Educational Technology Purchasing Alliance (USETPA)<br>Wisconsin Counties Association (WCA)<br><br>CDW Canada:<br>Ontario Education Collaborative Marketplace (OECM)<br>End-User Computing Devices and Services<br>Software License Products and Related Services<br>Networking Products and Related Services<br>Vulnerability Assessment and Penetration Testing Services<br>HealthPRO Contract for the Supply of Clinical Procedure Carts<br>Healthcare Materials Management Services (HMMS) End User Computing Devices and Related Technologies<br>Kinetic GPO RFSO Contract Information Technology Solutions<br>Focused Education Resources<br>End User Computing Devices (EUCD) Agreement<br>IT Professional Services Agreement<br>Ontario Ministry of Public and Business Service Delivery IT Security Products & Services<br>University of Toronto Supply of Apple Products Agreement<br>BCNET<br>IT Professional Services Roster for Cybersecurity<br>Core & Edge Switches - Juniper<br>IT Professional Services Roster for Network Services<br>IT Professional Services Roster for Infrastructure Services<br>Government of British Columbia IT Services Vendor of Record<br><br>Contracts held by OEM partners under which CDW Canada is enabled:<br>Centre d'Aquisitions Gouvernementales (CAG) Lenovo Infrastructure Agreement<br>Cybera Networking Agreement |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | CDW•G holds GSA Schedule 70, Contract 47QTCA18D004K, open to all federal and civilian agencies, state and local agencies, and public schools in the U.S. Annual sales volume for the past three full years are as follows:<br><br>2022: $16,157,839.15<br>2021: $19,423,532.00<br>2020: $16,483,017.34 |

### Table 4: References/Testimonials

**Line Item 24**. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| Hamilton County Schools | David McNish, E-Rate/Tech Purchasing Admin | 423.498.6593 | * |
| Ohio State University | Jen March-Wackers, Executive Director, IUC Purchasing Group | 614.688.2289 | * |
| San Diego Sheriff's Department | Ashish Kakkad, Chief Technology Officer | 858.692.9089 | * |

### Table 5: Top Five Government or Education Customers

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|---|---|---|---|---|---|---|
| Government | Government | New York - NY | Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings | Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions | $250MN- $500MN | * |
| Education | Education | New York - NY | Chromebooks and Accessories; Device Refresh; AV Solutions and Installation; Print; Server/Storage; Professional Development; Classroom Furniture; Charging Carts; and Software Solutions | Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions | $100MN to $250MN | * |
| Government | Government | Pennsylvania - PA | Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings | Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions | $193,086,528 | * |
| Education | Education | Illinois - IL | Building Automation Solutions; Software Solutions; AV Solutions and Installation; Server/Storage; Print; Endpoint Security; Chromebooks and Accessories; Device Refresh; Windows Devices; Charging Carts; and Professional Development | Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions | $146,619,213 | * |
| Government | Government | South Carolina - SC | Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings | Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions | $142,166,726 | * |

### Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
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| 26 | Sales force. | CDW•G provides a sales force that is segmented to specifically support the unique needs and challenges of Sourcewell Members in business segments including nonprofit, federal government, state and local government, K-12 education, and higher education. A breakdown of our U.S. sales force is as follows:<br><br>Nonprofit: We are a technology solutions partner to more than 5,000 nonprofit organizations.<br>50+ dedicated nonprofit strategists and advisors<br>20+ nonprofit technology specialists<br>Federal Government: We are the largest reseller serving federal agencies. We are a technology partner to defense, intelligence, and civilian agencies with more than two decades of experience. CDWG is also a trusted integrator of National Security Agency (NSA) Commercial Solutions for Classified (CSfC) program.<br>299 federal-focused account professionals<br>State and Local Government: We are a technology solutions and services provider to state and local governments, public libraries, and first responders.<br>202 dedicated account professionals<br>K-12: We are a partner and advisor to more than 15,000 schools including public, private, charter, and parochial.<br>400 dedicated K-12 account professionals<br>12 strategists and learning environment advisors made up of former educators, administrators, chief technology officers, and instructional technologists<br>3 education ambassadors covering state departments of education, K-12, and higher education<br>8 professional development experts<br>10 Esports specialists<br>Higher Education: We serve more than 2,800 institutes of higher education including large public university systems, small private schools, technical and trade schools, and community colleges.<br>198 dedicated account specialists<br><br>Headquartered in Vernon Hills, Illinois, CDW has 53 offices throughout the U.S. and Canada where CDW•G and CDW Canada sales force support Sourcewell Members.<br><br>Beyond our executive office and Eastern distribution center in Vernon Hills, Illinois, and our Western distribution center in North Las Vegas, Nevada, our U.S. offices are located in: Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin.<br><br>CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg, with 900+ Sales and Service Professionals. Market coverage is segmented by solutions including, cloud platforms, networking and digital workspace, modern data center, partner management, and managed services.<br><br>CDW Canada currently works with more than 4,500 actively-buying public sector customers. Presently, there are more than 50 account managers and more than 20 field account executives comprised of advanced technology account executives and enterprise account executives catering to the public sector. |

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| 27 | Dealer network or other distribution methods. | As a leading multi-brand provider of technology solutions and services, CDW•G partners with more than 1,000 original equipment manufacturers (OEMs) and publishers to help ensure customers receive the right technology solution at the right time for the right outcome.<br><br>Our two distribution centers – Central Distribution Center in Illinois and Western Distribution Center in Nevada – have a combined space of nearly one million square feet with a combined workforce of 570 coworkers. Working 24 hours a day, five days a week, our distribution centers operate more than 5 miles of conveyors feeding a tip-tray sortation system. Our logistics capabilities result in exceptional delivery outcomes for our customers: 94 percent of orders placed by sales shipping within 24 hours; 98 percent bin accuracy rate with product/quantity correct; and 99.3 percent shipment accuracy rate – all contributing to more than 24 complete inventory turns annually.<br><br>We receive, on average, more than 100,000 units daily via more than 40 tractor trailers with an average value of $20M and proudly boast of our receipt-to-stock time of less than 2 hours. Outbound numbers are equally notable with almost 100,000 units loaded onto more than 30 outbound trailers daily. Nearly all the 3,500 inbound customer returns are processed at Central Distribution Center, with 95 percent of those processed in 24 hours.<br><br>CDW also maintains facilities in Canada with more than 900 coworkers and can deliver anywhere in the country. We attribute this to our strategic relationships with the industry's top distributors, with locations in Toronto, Mississauga, Calgary, and Vancouver. CDW Canada enjoys proprietary logistics programs with these distributors — which are made available only to CDW Canada customers. CDW Canada has access to more than $500 million in inventory through our distribution partner. |
| 28 | Service force. | CDW•G offers full-stack engineering services teams to help accelerate innovation, enhance customer experience, and optimize collaboration while also delivering agility and cost efficiencies. More than 3,000 coworkers worldwide are focused on our integrated technology solutions, including:<br><br>1,000 solution architects<br>2,000 expert engineers<br>300 software engineers<br><br>Our service professionals are deployed into all segments. Our focus on technology is demonstrated by more than 15,000 technology and process certifications attained by our coworkers.<br><br>Sourcewell Members can access support for our services at our 53 offices throughout the U.S. and Canada.<br><br>Our U.S. offices include Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin.<br><br>CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg.<br><br>Along with our local branches, we have a network of more than 1,200 services professionals and a fast-growing network of trusted service and solutions partners — all trained to follow the same consistent approach, processes, methodologies, and professional manner of CDW-badged engineers — to ensure Sourcewell Members receive the full attention and resources they deserve.<br><br>With an eye to future demands and increasing complexities of technology, we have expanded our available services through strategic acquisitions that have magnified our presence as a leading solutions provider. Over the past five years, the following acquisitions have further enabled us to solve increasingly interconnected and complex technology challenges:<br>On February 1, 2019, CDW Canada completed the acquisition of Scalar Decisions Inc., a leading IT solutions provider in Canada. This strategic acquisition expanded our CDW Canada solutions and services portfolio, extended our in-market presence across Canada, and enhanced the value that we deliver to our customers.<br>In October of 2019, CDW acquired Aptris, Inc. (Aptris), a distinguished IT |

service management solutions provider and ServiceNow Elite Partner. ServiceNow is a leader in IT service management and digital workflow platform space and is increasingly being used by our customers to drive digital transformation across their organizations. Aptris' talent and expertise further expanded CDW's services capabilities in this fast-growing segment of the IT market and enhanced the value that we can deliver to our customers.

In July of 2020, CDW acquired IGNW, a leading provider of cloud-native services, software development and data orchestration capabilities. The acquisition expanded CDW's cloud-native professional services and deepened its technical skillset.

In December 2020, CDW acquired assets of Aeritae, a ServiceNow Elite Partner and Southern Dakota Solutions, a specialist in IT Asset Management design and implementation. The acquisition further strengthened CDW's services capabilities and deepened its consulting expertise.

In March of 2021, CDW acquired Amplified IT, a leading education-focused consultancy that brings a blend of technical skills and knowledge to the K12 and Higher Education markets. The acquisition enhanced CDW's services and solutions capabilities in education.

In August of 2021, CDW acquired Focal Point Data Risk, a leading provider of cybersecurity services with customers across a diverse set of industries. The acquisition accelerated CDW's platform for world-leading identity and access management, cybersecurity consulting, and talent development business.

In December of 2021, CDW acquired Sirius Computer Solutions, Inc. (Sirius), a leading provider of secure, mission-critical technology-based solutions. Sirius' services and solutions capabilities in key growth areas, including hybrid infrastructure, security, digital and data innovation, and cloud and managed services enhance the breadth and depth of CDW's services and solutions offerings.

As of February 21, 2023, CDW acquired Locus Recruiting LLC (Locus), an experienced consulting team specializing in information security, cloud computing, networking, and infrastructure. The acquisition has accelerated CDW's services capabilities and deepened its consulting expertise.

As of June 6, 2023, CDW acquired Enquizit, an experienced provider of AWS cloud services that solve customer challenges and deliver meaningful outcomes through innovative technical solutions. The acquisition has provided additional capabilities to the CDW Public Sector Cloud Services Practice and enables CDW to accelerate its public sector customers' cloud strategies.

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| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Sourcewell Members place their orders with CDW•G directly through Rubi, our online customer portal. We also accept orders via e-procurement , Purchase Order (email, fax, U.S. mail), leasing, financing, and credit cards.<br><br>Authorized users use their Rubi account on www.cdw.com to purchase products quickly and easily. Rubi's cart and checkout features enable users to:<br>Quickly add items to their cart for purchase<br>Save time on re-orders<br>Share shopping carts with colleagues<br>Estimate shipping costs with the Shipping Calculator option before checking out<br><br>Standard Checkout: Users select shipping, billing, and payment options as they go through the checkout process. From the shopping cart page a user can:<br>Add more items to the cart<br>Adjust quantities<br>Save the cart for future purchase<br>Save the cart as a bundle that can be re-purchased<br>Email the cart to a colleague<br>Create a standard quote<br>Check out using the standard checkout feature<br><br>Custom Catalogs: Sourcewell Members can view and purchase from CDW's entire online catalog of products on www.cdw.com, or a designated Administrator can create customized catalogs with specific product offerings from which users may purchase. The Administrator can assign rights to specific catalogs to specific groups of users, making it easy for users to select approved products.<br>The Custom Catalogs feature lets the Administrator efficiently create catalogs using one or more established rules. These rules determine what products to include in a catalog based on a variety of criteria including part numbers, past purchases, company favorites, approved products, contracts, or search criteria.<br><br>Order Status: The Order Status feature of the Rubi portal provides complete order status information with time saving links. This feature enables users to:<br>View all recent orders (from the past month to as far back as three years)<br>Search for a specific order by P.O. number, order number, purchaser, or purchase date<br>View order and invoice details<br>Filter orders according to any of the following criteria:<br>Cancelled<br>All Items Shipped<br>Some Items Shipped<br>Not Yet Shipped<br>Backordered Item(s)<br>Processing Orders<br>View individual shipment details and tracking information<br>Add mobile number to get delivery SMS text message notifications<br>Print a copy of a packing list or original invoice<br>Repurchase a past order<br>Download a report to Microsoft Excel with all open orders<br>Initiate a product return |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | The foundation of CDW•G's customer service program is the account team, including dedicated account managers who are the first point of reference for any questions or issues a customer faces. Sourcewell Members have easy access to their account manager through email, phone, text, or online chat.<br><br>As a backup to their account team, Sourcewell Members have access to CDW•G customer relations, technical support, and site support via online chat, email, and phone from Monday through Friday during the following hours:<br><br>Orders, Quotes & Availability<br>Online Chat: 8 a.m. to 7 p.m. CT<br>Email (cdwsales@web.cdw.com): Reply within 24 hours<br>Phone (800.800.4239): 7 a.m. to 7 p.m. CT<br><br>Status, Returns & Billing<br>Online Chat: 7 a.m. to 6 p.m. CT<br>Email (CustomerRelations@web.cdw.com): Reply within 24 hours<br>Phone (866.782.4239): 7 a.m. to 9 p.m. CT<br><br>Sign In, Password & Settings<br>Online Chat: 7 a.m. to 6 p.m. CT<br>Email (e-account@web.cdw.com): Reply within 24 hours<br>Phone (888.239.7270): 7 a.m. to 6 p.m. CT<br><br>Technical Support |

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| | | Online Chat: 7 a.m. to 7 p.m. CT<br>Email (support@cdw.com): Reply within 24 hours<br>Phone (800.383.4239): 7 a.m. to 6 p.m. CT<br><br>Managed Services Support<br>Email (CDW-ECC@cdw.com): Reply within 24 hours<br>Phone (866.239.7270): 7 a.m. to 6 p.m. CT<br><br>Customer relations representatives complete a 6to 8-week training program upon hire, ensuring quality and consistency across the department. We source candidates with customer service experience and a dedicated trainer provides individual and group training. We offer career paths within this department, helping us retain talent and experience.<br><br>Escalation Plan<br>CDW•G's unyielding focus on customer satisfaction empowers all coworkers with a detailed communication plan, clear escalation path, and issue resolution guidelines and practices to address customer issues and concerns. Should an account manager be unable to resolve any issue, they can escalate promptly, first to their sales manager, then to their sales director, on their vice president, and above. At each step, additional resources are engaged, and data is collected as needed. Sourcewell Members can rest assured that each situation is carefully reviewed and identified promptly to ensure rapid and complete resolution. Following resolution of escalated issues, root cause analysis exercises help determine cause and, when necessary, identify preventative measures such as training or system edits that can be put into place promptly.<br><br>Post-sales escalations, such as tracking lost packages, submitting claims to carriers, and closing the loop on any Return Merchandise Authorizations (RMAs) and dispatching replacements for damaged or defective products, etc., are resolved through CDW•G's customer relations representatives.<br><br>Customer relations supervisors execute reviews on all customer relations representatives' activity at the end of the day to ensure customer issues are handled promptly and thoroughly. Customer relations Quality Analysts review 20 cases per customer relations representative per month to monitor quality metrics, identify and share best practices, and suggest updates to processes or training.<br><br>Customer Service Metrics<br>Excellence in customer service is a top priority for CDW. We have quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure we provide continuous, high-quality customer service. We adjust and evaluate process changes, as needed, when we see increased volume of a particular issue.<br><br>Loyal customers are the backbone of our business. CDW understands that loyalty hinges upon the quality of the end-to-end experience with us. Since 2000, with our Customer Feedback Program, we issue a semi-annual survey which gathers experiential information on customer-facing departments including shipping, customer relations, and the customer's Sales team. Customers assess key touch points and high-level company characteristics.<br><br>Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, a specialist from CDW's Quality Assurance team will contact the customer to determine the reason for their unsatisfactory response and offer additional action to rectify the problem. We also issue weekly surveys to provide real-time feedback that assist new customers and those with fewer employees. As a testament to our dedication to customer service, CDW is a past winner of the Forrester Groundswell Award for B2B Listening.<br><br>Recent results based on a percentage of Excellent/Very Good ratings show:<br>• Overall Performance Account Manager: 85 percent<br>• Customer Service Staff: 82 percent<br>• Delivery Process: 81 percent<br>*Scale: Excellent, Very Good, Good, Fair, Poor |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | CDW•G is willing and able to provide our products and services to Sourcewell participating entities in the U.S. In addition, we have the capabilities to support those entities should they have international needs, such as colleges and universities with global campuses. We operate from four international hubs, and each year export to more than 150 countries. |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | CDW•G is willing and able to provide our products and services to Sourcewell participating entities in Canada. As with our U.S. offerings, we offer support to those that may have international locations and needs. |

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| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | There are no geographic areas of the United States or Canada that CDW•G is unable to support. | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | CDW•G is proud to serve all participating entity sectors served through the current and proposed contract, including customers in the government, education, and not-for-profit sectors. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Participating entities in Hawaii, Alaska, and in U.S. Territories have full access to CDW•G technology solutions and services with no specific contract requirements or restrictions. | * |

## Table 7: Marketing Plan

| Line Item | Question | Response * | |
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| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | CDW•G understands and appreciates Sourcewell's vision to 'provide leading solutions that empower community success.' CDW•G has dedicated marketing teams that align with our public sector business units that develop and execute demand-generation marketing strategies and programs. The marketing team leverages marketing technologies to create virtual events, emails, and digital campaigns designed to build awareness, develop customer engagement, and generate demand for products and services by nurturing leads to conversation.<br><br>With contract-specific targeted strategies, combined with industry-standard best practices, actions, and activities, CDW•G delivers a comprehensive contract marketing and support plan positioning us to serve Sourcewell Members across the U.S. and Canada.<br><br>Actions already in place for our current Sourcewell Technology Catalog Contract will continue uninterrupted, for compounding benefit. Our contract marketing strategy includes advertising and cobranding efforts, event attendance and support, publications and social media, purposeful contract launch, and focused contract growth and success efforts, each of which are detailed below.<br><br>Advertising and Cobranding. A holistic marketing strategy focuses on the solution capabilities of CDW•G's Sourcewell portfolio of products and services. We work with internal and external marketing teams to profile CDW•G and partner-delivered technology products, services, and solutions. Custom contract and portfolio flyers are created for all business units and include detailed contract benefits and CDW•G contact information.<br><br>Event Attendance and Support. CDW•G sponsors, attends, and presents at national, statewide, and local events focused across the Public Sector – Federal Government, State and Local Government, K-12 and Higher Education, and Public Safety, with audience-specific messaging, training, and education opportunities. We proudly display our Sourcewell materials and engage with customers to help them see the value of our contract solutions. A representative sample of large events where we market Sourcewell includes:<br><br>Future of Education Technology Conference (FETC); EDUCAUSE; National Association of Education Procurement (NAEP) – National and Regional, State-based Digital Government Summits; National Sheriff's Association (NSA); National Police Association (NPA); and the International Society for Technology in Education (ISTE)<br><br>Publications and Social Media. CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State Government (StateTech), K-12 (EdTech Focus on K-12), and Higher Education (EdTech Focus on Higher Education). These publications deliver relevant content via print, blog, video case studies, and e-newsletters on topics including classroom, cloud, data center, hardware, software, security, and services. Working with our marketing teams, we will identify opportunities to profile Sourcewell Members' path to success with current challenges and solutions.<br><br>Focused Contract Growth and Success Efforts. Dedicated resources from CDW•G Strategic Programs oversee outcome-based actions and activities to support continued growth and success for our Sourcewell portfolio. Actions and impact are tracked across sales and customer engagement. CDW•G Strategic Programs is actively engaged with developing and delivering customer-facing webinars on myriad topics, including by not limited to cyber and physical security, esports, professional services, wireless solutions, and more. The team also develops topical marketing campaigns across business units, analyzes customer spend (high, midrange, and low) to tailor customer outreach messages, and works with internal teams to ensure the CDW•G Sourcewell Member webpages are maximized. |

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| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | To help enhance marketing effectiveness, the Marketing team has developed digital programs that include digital events and campaigns that resonate with target audiences to drive higher engagement and optimize coordinated marketing and sales efforts. CDW•G uses Twitter, Facebook, and LinkedIn as additional avenues for marketing, education, updates, and general communication with Sourcewell Members. Active social media helps users stay informed with links, posts, and articles of interest in the way that they choose to receive information. CDW•G employees are educated on and encouraged to be active in social media; our Social Squad pushes customized content of interest to and through social media outlets including relevant articles, emerging technology news, information on available contracts and upcoming events in customer-specific markets. The Marketing team actively track and reports digital engagement.<br><br>We also provide Sourcewell Members with access to CDW's curated information repository with more than 2,000 entries and counting across topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software. Sourcewell Members may be directed to CDW's Research Hub (www.cdw.com/content/cdw/en/research-hub.html) stocked with meaningful and timely information delivered in the form of articles, interviews, step-by-step instructions, product information and comparison sheets, and presentations to help more clearly define a solution available through Sourcewell. Authored by our subject matter experts, articles help customers navigate and digest the overwhelming amount of data that comes at them every day as they work to define and understand technology solutions and services.<br><br>Using tools like Kronologic – enabling AI-powered meeting scheduling – allows CDW•G to tailor messages to Sourcewell Members by customer set, topic, solution, and even time of the year. Messages include access to the dedicated account manager's calendar, which allows Sourcewell Members to schedule meetings at their convenience. Kronologic takes the guess work out of scheduling and even sends reminders and updates. A recent CDW Kronologic campaign enabled 800 meetings for 200 account managers in one week. |
| 38 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | A key role for Sourcewell in promoting contracts arising from this RFP is maintaining an up-to-date website including detailed contract and contract information. This provides an easy way for Sourcewell Members to understand the contract offerings as well as connect with contract holders such as CDW•G. We also believe that participation in a variety of opportunities for connection – from conferences, such as H20 and Room to Grow, to webinars and podcasts – provides key chances for cobranding and introductions. Sourcewell also offers a state-of-the art recording and broadcasting studio, which can offer unique capabilities in promoting the contract to a wider audience.<br><br>As a current partner, CDW•G is already experienced in promoting the Sourcewell contract. We intend to quickly integrate any updates or changes related to the new contract, utilizing tools like contract launch activities, with our CDW•G and CDW Canada operations. |
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | CDW provides its technology solutions through e-procurement in the form of Rubi, which represents the evolution of our customer portal, online account center, and the digital enablement of our customers.<br><br>Rubi supports governmental and educational customers and serves as a trusted digital advisor to Sourcewell Members, helping them plan, procure, and manage assets across their technology lifecycle with greater confidence and less complexity.<br><br>From one central portal, configurable for relevance, Sourcewell Members can simplify the ordering process, access industry knowledge, and collaborate with technology experts to take more informed action on investments.<br><br>Key features and functions of Rubi include:<br>Action Items: Receive reminders and notifications on new quotes, order approval requests, expiring payment methods, and more.<br>Orders: View order status and keep tabs on what has shipped, is pending, awaits approval or is on backorder.<br>Shipment Tracking: Drill down into process orders and access tracking numbers and ship status.<br>Research Hub: Tap into industry insights to learn about the latest technology trends and solutions.<br>Rubi Mobile App: Act on quotes and purchases, view and track orders, and approve orders from anywhere with this additional option.<br><br>Through the Security Settings feature, Rubi provides Sourcewell Members an efficient method for granting users control of and access to specific website features and information. This feature enables Sourcewell Members to:<br>Assign roles, restrictions, and permissions to individual users and groups of users.<br>Grant users access to all products CDW•G offers or only to specific catalogs.<br>Allow users to view only their quotes, orders, and purchase history.<br>Grant users' rights to view multiple accounts.<br>Assign responsibility for following established workflows as a purchaser or approver.<br>Grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and |

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| | | Security Settings.<br><br>Using Rubi, Sourcewell Members have complete visibility into their technology history and the ability to access multiple features and complete tasks including:<br>Contacting their CDW•G team<br>Placing orders<br>Searching order history<br>Managing assets<br>Administering order approval workflows<br>Defining and governing technology standards<br>Viewing contract pricing<br><br>The Rubi homepage can be configured to a Sourcewell Member's needs, saving time and putting the most important decision-making information at their fingertips, including:<br>Managing subscriptions<br>Managing quotes<br>Streamlining repeat purchases (bundles and favorites)<br>Approving orders<br><br>Rubi also provides key insights to Sourcewell Members to help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. These include:<br>Estimated time of arrival/inventory/supply chain insights to support implementation<br>Order tracking<br>Order status<br>Current CDW Research Hub information<br><br>The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers will assist in enabling administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location.<br><br>This capability allows access to the following types of information for accounts linked together:<br>Order status<br>Quote activity<br>Purchase history<br>Financial reporting<br>Purchase approval system<br><br>After purchase, Rubi allows Sourcewell Members to manage their hardware, software, and subscriptions purchased from CDW·G in the Asset Hub section of their Rubi portal on cdwg.com. The Asset Hub experience includes:<br>An asset overview page that shows a view of hardware and software assets purchased from CDW·G, including the total counts of products, asset age, and spend across asset type, category, and brand.<br>A hardware overview page, where Sourcewell Members can view and filter across their hardware assets based on type, brand, asset age, and more. Additionally, Sourcewell Members can click on each line item to see more details.<br>A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, prior orders, and can also re-purchase quickly by using the "Buy Again" button.<br>A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also access and filter a list of software assets and click to view more details.<br>A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally, from this page, Sourcewell Members can request a quote for a software renewal.<br>A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats. |

**Table 8: Value-Added Attributes**

| Line Item | Question | Response * |
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| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Through our highest-level partnerships with leading OEMs, publishers, and service providers, CDW•G works to facilitate product, equipment, maintenance, and operator training programs that are customized to the needs of Sourcewell Members. These training programs are designed to deliver the exact skills customer teams needed to lead, support, and maximize the value of technology solutions in today's environment.<br><br>As an example, and specific to CDW Education, our Learning Environment Advisors and Education Strategists help educators maximize the power of technology in the classroom with Blueprint to Design, a no charge consultation that provides a formal deliverable outlining the ideal learning environment combining technology and classroom infrastructure. In addition, we connect schools with leading-edge technology training available through our partners including the Palo Alto Cybersecurity Academy, available at no charge with complete curriculum and student exercises, and similar programs focused on professional development and academic enrichment.<br><br>Any training program delivered is optional and based on the needs and/or requests by a Sourcewell Member, and costs are based on a variety of factors such as size and scope. |
| 41 | Describe any technological advances that your proposed products or services offer. | Aligned with leading technology solution providers from around the globe, CDW•G helps Sourcewell Members stay on track by co-developing emerging technology strategies. These strategies help give better insights into solution delivery, process optimization, and more.<br><br>The CDW Emerging Tech practice helps Sourcewell Members enhance their technology experience, improve workplace safety, and reduce overhead costs. When technologies like the Internet of Things (IoT) are used with existing infrastructure, organizations can use Emerging Tech to help achieve business goals, drive innovation, and open doors to new solution strategies enabled with technology. Through Transformation Workshops, Sourcewell Members work with CDW•G subject matter experts to better understand data needs, determine return on investment, and evaluate foundational infrastructure to determine if any technical components should be retired, evolved, or added.<br><br>Two public sector examples of CDW•G's commitment to maximizing advances in technology products and solutions are detailed below – Public Safety and Esports.<br><br>Public Safety. Technology has come a long way from being merely a convenience to being a must-have for public safety. Today's offerings can raise operational efficiency, ease the constraints of distance, speed critical communication, and heighten safety for everyone. But transformation can be difficult. Between technology's rapid-fire changes and public safety's inherent rules, needs and challenges, Sourcewell Members need a special kind of knowledge to make IT perform — without having to be an expert.<br><br>CDW•G's Public Safety Technology Strategists help guide customers to the most impactful choices – addressing requirements, policies, and strategies, with outcome-based design and implementation. Our public safety capabilities include:<br>Video. Cut travel time. Create force multipliers. Raise situational awareness and speed response. Do remotely what was once possible only in person with solutions that include in-vehicle video, capture, and management; body-worn cameras; interview room monitoring; fixed security; surveillance; analytics; collaboration and telepresence; and case management.<br>Mobility. Accelerate collaboration and communication from anywhere with mobile data; laptops and tablets; data collection and scanners; mobile printing; GPS and automatic vehicle location; mobile access routers; Wi-Fi solutions; advanced authentication; VPN and mobile software; and cloud solutions.<br>Data Center. Support growing data loads. Ensure enough bandwidth for increasingly complex communication. Keep it all secure with solutions that include servers and storage area networks; hyperconverged infrastructure; backup and recovery; virtualization; cybersecurity; unified communications; enterprise wireless; alert and mass notification systems; and power and cooling.<br><br>Esports. With years of experience and deep partnerships with leading gaming manufacturers, CDW•G partners with Sourcewell Members to help develop a comprehensive Esports solution. Handling the data center, networking, Esports arena design, and game streaming, CDW•G can help with every step of the Sourcewell Member's Esports program. Regardless of if the institution is just getting started with Esports or if they are looking to take their game to the next level, we offer solutions for all Esports IT needs.<br>CDW•G Esports Consultation Services. Our Learning Education Specialists, all with hands-on experience in educational settings, offer solution consultation sessions with Sourcewell Members across K-12 and Higher Education to help design and implement purposeful, outcome-driven Esports solutions – from competition-ready hardware, to Esports spaces, infrastructure, professional and managed services, and more. CDW•G's Esports in Education team is here to assist with all Esports needs. As a value add for working with CDW•G, the team can assist with:<br>Presentations to build stakeholder support<br>School-level consultation<br>Clinics and curriculum design through our partnership with North America Scholastic Esports Federation (NASEF) |

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| | | NASEF Partnership. CDW•G's partnership with the North America Scholastic Esports Federation provides deep benefits to Sourcewell Members. NASEF's mission is to "provide opportunities for ALL students to use Esports as a platform to acquire critical communication, collaboration, and problem-solving skills needed to thrive in work and in life." In addition to the knowledgebase, they provide for Esports programs, their approach to the Esports ecosystem is clearly aligned with Sourcewell's vision and mission to provide leading solutions that empower community success.<br><br>Cloud and SaaS Management: Inscape is a CDW built cloud and SaaS management platform that is designed to increase productivity, reduce costs, and improve your security posture regarding your Microsoft, AWS, and GCP investments. Inscape helps customers discover, manage, govern, report, optimize, and adopt these investments by consolidating many tools into one—the art of cloud management. These services include:<br>Inscape Cloud Management: Gives you visibility into your cloud spend with CDW. You can monitor costs, spot trends, create and manage budgets with custom alerts based on your Microsoft 365, Azure, and AWS cloud spend and get cost saving recommendations.<br>Inscape Anomaly: Get quick, cost anomaly alerting and prediction for your Azure, AWS, and GCP environment.<br>Inscape Microsoft 365 Management: View reports and get insight and control over licensing, permissions, security risks, and threats.<br>Inscape Team Captain: This service will help you with governance around your Microsoft Teams environment.<br>Inscape Productivity Insights: Easy to pull reports of your team's productivity in Microsoft Teams and Outlook.<br>Inscape Adoption: Self-help portal to aid you in the dual challenges of Adoption and Change Management.<br>Inscape Training: Includes 2500+ Office 365 training videos, quizzes, gamification, and the ability to add assignments. |
| 42 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | CDW, and CDW•G by extension, is committed to being a good steward of the environment and of our earth's natural resources. Our environmental policy and Environmental Management System underpin the structure, practices, and procedures for our environmental program. As part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources.<br><br>In 2022, we made significant progress on our environmental priorities, including climate action, energy efficiency and waste reduction. Notable highlights included:<br>Created our cross-functional, geographically diverse Climate Task Force to drive greater climate awareness. This group worked with outside experts to develop our long-term, enterprise-wide climate strategy and action plans.<br>At our two U.S. distribution centers, we outperformed our waste diversion goal of more than 90 percent for the fourth year in a row and recycled thousands of tons of packaging material, cardboard, and paper.<br>Enabled online searchable access for customers to an expanded portfolio of environmentally certified products (Energy Star, EPEAT and TCO Certified) and a broad range of cloud-based solutions that improve energy efficiency.<br>Expanded our IT Asset Disposition (ITAD) program, which facilitates the recovery and recycling of devices that are no longer being used, to benefit the environment and protect the security of users' data.<br>Maintained environmental management system and energy certifications in the U.S., Canada, and U.K.<br>Attained ISO 14001:2004 Certification in Canada<br><br>We have environmental programs at all CDW facilities. All CDW distribution centers (two in the U.S. and one in the U.K.) and two of our U.K. offices hold ISO 14001 certifications, the international standard for Environmental Management Systems. Additionally, our largest office locations globally, as well as our U.K. distribution center, have energy certifications – LEED in the U.S. and Canada, BOMA in Canada, and BREEAM/REGO in the U.K. These certifications provide frameworks for monitoring and enhancing our programs. Additionally, our remote deployment services promote efficiency and productivity while reducing our environmental impact.<br><br>We track our energy usage and continue to seek ways to drive further efficiency. As part of our ISO 14001 environmental management certification, we identify, assess, and plan for implementation of additional energy efficiency improvements. We take sustainability factors and energy certifications into consideration when we evaluate new real estate options.<br><br>Our energy efficiency measures include indoor and outdoor LED lighting, motion sensor lighting, and conveyor systems in our distribution centers that turn off in response to inactivity, and "smart" HVAC systems that adjust according to business hours and seasonal temperatures. We are also working with our third-party shipping and logistics partners to develop transportation management systems and delivery schedules that help them increase their own energy efficiency, which helps to reduce our transportation-related emissions. Currently, approximately 98 percent of our U.S. shipments are delivered by carriers enrolled in the U.S. EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation |

efficiency, and more than 72 percent of our U.S. shipments are handled by carriers with climate goals. CDW UK has multiple transportation efficiency efforts in place, including using net zero couriers, bulk purchasing and delivery, and reducing air travel through in-country services.

Given the non-manufacturing nature of our operations, our facilities do not represent a significant carbon footprint. In fact, our Scope 3 (value chain) greenhouse gas emissions represent the vast majority of our total greenhouse gas emissions. We regularly report our Scope 1, 2, and 3 greenhouse gas emissions. The development of our SASB and TCFD disclosures have enhanced internal awareness of our climate impact, a fundamental step in the decarbonization journey. By completing our greenhouse gas inventory across our value chain, we are learning more about our best opportunities for further carbon reduction.

CDW is committed to supporting sustainability and responsible consumption through materials efficiency and a reduction in waste to landfills. With a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: 1) reducing distribution center waste from packaging and other materials, and 2) managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

Use of digital documentation when possible and recycling shredded paper documents when used
Recycling and composting of cafeteria waste
Elimination of plastic bottles from vending machines in our offices and warehouses
Elimination of single-use plastic cups
Company-wide internal toner cartridge recycling program
Recycling centers on each floor of our office locations
Recycling chutes for certain materials at our distribution centers
Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

CDW Canada became one of Cisco's first Canadian partners to receive the Cisco Environmental Sustainability Specialization. CDW Canada was recognized for its commitment to reduce material consumption and waste. To be eligible for this distinction, the CDW Canada team completed required Cisco-delivered courses, passed all corresponding requirements, and signed Cisco's sustainability pledge. With this recognition, Cisco and CDW work together to support each other's sustainability progress, meet government mandates, and provide additional customer opportunities through mutually sustainable business practices.

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| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Given our role in the technology sector as a leading multi-brand solutions provider, CDW•G's greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our technology partners to promote their environmentally certified products and solving for our customers' outcomes around their Environmental, Social, and Governance (ESG) goals and priorities.<br><br>In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored.<br><br>We have made it easier for our sales teams and customers to identify and select from a broad range of environmentally certified products (Energy Star, EPEAT, and TCO Certified) and cloud-based solutions that deliver added energy efficiency. CDW e-commerce sites enable customers to filter their online catalog search to identify and buy third party-certified products, and our sales teams are trained to assist clients with finding and selecting these products.<br><br>CDW•G has our own internal policy for recycling universal waste. We do not take back old equipment from customers; however, we direct customers to industry-leading service providers for trade-in and ITAD programs.<br><br>ITAD services include but are not limited to data wiping, asset removal, evaluation, recycling, onsite shredding, potential value back credit to maximize recovery, and depot services. CDW ITAD offers many benefits to Sourcewell Members, including:<br>Logistics services for quick and efficient removal of equipment from client facilities<br>Device pickup including palletizing equipment, shrink wrapping, and transport<br>Document of Liability Transfer provided to indemnify client from any environmental liability<br>Ensure removal of all client information and software from electronic media and assets<br>U.S. Department of Defense (DoD)-compliant erasure services in full support of government standards<br>EPA-approved disposal<br>Zero-landfill policy<br>Complete serialized reporting available via a website<br><br>CDW•G also offers customers, through our Printer Supplies Program, complimentary enrollment in PrintReleaf, a third-party certification program that empowers organizations to sustain and grow global forest systems through:<br>Ongoing measurement of paper consumption<br>Custom paper footprint and forest impact insights<br>Opportunities to automatically "releaf" forests through reforestation projects of the customer's choosing<br><br>Since CDW joined the program in June 2018, CDW customers have collectively offset the equivalent of more than 1.2 billion standard pages of paper consumption by supporting the reforestation of more than 140,000 trees. Additionally, our IT teams in the U.K. have implemented a "Pin to Print" program across all offices and warehouses, enabling enhanced print queue management to reduce wasted print jobs.<br><br>CDW is also working with partners on programs to help customers better manage their print needs and costs and stay within their corporate policies for sustainability. |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | CDW•G understands and appreciates that Sourcewell and Sourcewell Members promote and support diversity and local business initiatives through this procurement process. As a large business, CDW actively works to create a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers.<br><br>Based on our experiences serving customers across the public sector in the U.S. and Canada, diversity initiatives vary widely and may not always be met by a single certification. CDW•G supports Sourcewell Members in meeting their unique diversity goals with access to our robust diverse supplier network, with partners holding varied certifications, including:<br>Minority-Owned Business Enterprise (MBE)<br>Women-Owned Business Enterprise (WBE)<br>Lesbian, Gay, Bisexual, Transgender-Owned Business (LGBT)<br>Minority-Owned Small Business (MOSB)<br>Women-Owned Small Business (WOSB)<br>Small Disadvantaged Business (SDB)<br>8(a) Small Business<br>Veteran-Owned Business Enterprise (VBE)<br>Veteran-Owned Small Business (VOSB)<br>Service-Disabled Veteran Owned Small Business (SDVOSB)<br>Historically Underutilized Business Zone (HUBZone)<br><br>Business and Supplier Diversity<br><br>Launched in 2007, CDW's Business Diversity program goals are to increase procurement |

opportunities for direct and indirect spending with small, minority-owned, women-owned, veteran-owned, service-disabled veteran-owned, and other small, disadvantaged businesses. Since that time, CDW diverse spend has risen to $25 billion since the program's inception, which has been accomplished by building relationships with qualified small, diverse businesses to assist us and our customers in meeting diverse procurement goals.

Currently, CDW has more than 1,300 partnerships with minority, women-owned, veteran-owned, and other small, disadvantaged businesses including, but not limited to product manufacturers, distributors, and service providers that can be leveraged to help meet the needs of Sourcewell Members.

Highlights from our Business Diversity program over the past four full calendar years (2019-2022) include:

In 2022:
CDW's overall diversity spend peaked at $3.6 billion with small, diverse suppliers.
CDW was included in the 2022 America's Top Corporations for Women Owned Business Enterprises
CDW is a 2022 Best of the Decade honoree. These corporations are the best-of-the-best in supply-chain diversity, excelling in their staunch commitment to minority business development and inclusion. This prestigious list celebrates outstanding supplier diversity programs that consistently drive progress and incomparable innovation in the supply chain.

In 2021:
CDW's overall diversity spend exceeded $3.4 billion with small, diverse suppliers.
CDW more than doubled the size of its business diversity team to establish greater engagement with local suppliers in our customers' communities.
CDW was included in the Top Veteran-Friendly Companies by US Veteran's Magazine.
CDW was recognized by Black EO Journal – Best of the Best as a Top Supplier Diversity Program.

In 2020:
CDW's overall diversity spend exceeded $2.6 billion with small, diverse suppliers.
Minority Business News (MBN) Diversity presented CDW with its award for 2020 Supplier Diversity Program of the Decade.
The National Veteran-Owned Business Association bestowed CDW with its Best Corporation for Veteran's Business Enterprises Program award.
CDW was honored by both Forbes and the Human Rights Council (HRC) foundation for our diverse and inclusive culture. In Forbes' Best Employers for Diversity, CDW came in at #84 out of 500 companies overall, and in the top five of the 27 Illinois-based organizations on the list. The HRC Foundation named CDW one of the Best Places to Work for LGBTQ Equality as it earned a 100% on the Corporate Equality Index.

In 2019:
CDW's overall diversity spend exceeded $2 billion with small, diverse suppliers.
CDW became a member of the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies procuring more than $1 billion annually from minority- and women-owned businesses on a first-tier basis.
CDW was recognized as a Best of the Best in Supplier Diversity Program by US Veterans Magazine.

Another aspect of the CDW Business Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc., and The Women's Business Enterprise National Council. CDW supports additional organizations across the U.S. and Canada including the National Veteran Owned Business Association and the National Gay and Lesbian Chamber of Commerce. In addition to financial contributions and support, CDW also engages on advisory councils, attends and hosts events, and provides resources and subject matter experts to support the organizations' focus on continued growth and success.

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| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | CDW•G has taken a proactive and specialized approach in the last several years in expanding and improving our offerings to Sourcewell Members by industry. This has involved looking at specific technology trends, understanding customer priorities, and offering turn-key solutions in the following segments and solution areas:<br><br>K-12 Education<br>Device Ecosystem<br>Classroom Transformation<br>Cybersecurity<br>Networking Infrastructure<br>School Safety<br><br>Higher Education<br>Student and Institutional Devices<br>A/V Transformation<br>Connected Community<br>Hybrid Infrastructure<br>Cyber and Physical Security<br><br>State and Local Government<br>Cybersecurity<br>Program-Based Accounts<br>Public Safety<br>Device<br>Transformational Government<br><br>We have focused efforts on developing technology solutions for each of the above segments that ensure the right outcomes for our customers.<br><br>An example is CDW·G's mature practice for providing devices to K-12 districts nationally. CDW·G has built a comprehensive solution for K-12, based on the lifecycle of the purchase, that includes the following capabilities and services:<br>Device roadmaps to help each district understand the industry landscape, technology advancements, and features that should be considered when selecting a device for student or institutional use.<br>Consulting sessions with a CDW Education Strategist to provide guidance on technology adoption for increased learning.<br>Robust portfolio of professional development partners.<br>Best practices for defining technology standardization with each district.<br>Project management aligned to supply chain and to ensure large device rollouts are successful and on time.<br>Pre-shipment device configuration to provide low/no touch devices for district IT staff.<br>Local warehousing and local deployment services, including last-mile delivery.<br>Maintenance and break-fix solutions to ensure high availability of devices.<br>Asset disposition and buy-back options to enable a district to compliantly dispose of student devices at end of life, along with the potential of securing funds that can be leveraged for replacement technology.<br><br>As a result of CDW-G's practice built for K-12 devices, CDW·G provides 1 in every 3 Chromebooks to students across the U.S. annually. It is also our #1 solution under CDW·G's existing Sourcewell agreement. |

## Table 9A: Warranty

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question | Response * |
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| 46 | Do your warranties cover all products, parts, and labor? | As a solutions provider, CDW•G does not manufacture products, however, all purchases made by Sourcewell Members, where applicable, include the manufacturer's standard warranty.<br><br>Terms of warranty coverage can and do vary with each OEM purchase, and details for each product warranty are available through an account manager or online at www.cdwg.com.<br><br>CDW•G does offer additional warranty coverage options for products whose standard warranty alone does not meet Sourcewell Members' needs. This includes extended IT warranties, data center maintenance, maintenance contracts, and custom support plans. We recommend Sourcewell Members work with their account manager to determine the best option to determine the best additional warranty solution for their purchases.<br><br>In instances where a Sourcewell member may have multiple warranties – which may have different lengths of time and different end dates – from multiple OEMs, CDW•G can offer Maintenance Contracts to simplify warranty coverage. Maintenance Contracts are easily manageable service contracts that cover all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs. This contract can also be prorated as you add or delete equipment.<br><br>Benefits of a Maintenance Contract include:<br>Easy to manage equipment coverage<br>A single point of contact for repair service<br>Multiple response times available on the same contract<br>Flexibility to add or remove equipment as needed<br>Parts and labor included<br>Multiple contracts consolidated<br>Annual or multi-year contact options |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Not only does CDW•G not impose usage restrictions or other limitations on our warranty services, we enhance coverage options for Sourcewell Members through our available warranty extensions and uplifts.<br><br>While customers often choose the standard OEM warranty for their purchase, in instances where it is not sufficient, we offer competitive solutions to augment the warranty, minimizing risk and ensuring ongoing performance. Solutions included in our portfolio to support Sourcewell Members include:<br>Warranty extensions and upgrades<br>Post warranty support<br>Accidental damage protection<br>Maintenance Contracts<br>Post-sale technical support<br>Product and certification training<br>Onsite repair<br>Help desk services<br><br>As part of our commitment to supporting Sourcewell Members throughout their technology lifecycles, we continue to communicate post sale to ensure warranties continue to meet Sourcewell Member needs. |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Both standard manufacturer warranties and extensions of OEM warranties are typically inclusive of all warranty repair services being purchased. In some instances, services may fall outside of the OEM warranty options stated above. In these specific cases, services performed need to be outlined within a statement of work (SOW) and mutually agreed upon by all parties. If so, there will be very specific language around such warranties, travel time, and mileage for any on-site work. Any incremental warranty costs for technicians' travel time and mileage to perform warranty repairs are disclosed at time of quote. |

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| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Our ability to provide certified technicians across geographic areas is driven by the warranty coverage selected by the Sourcewell Member. In most cases, warranty support is fulfilled directly by the manufacturer and will vary on a case-by-case basis. Should a Sourcewell Member opt to enhance the standard manufacturer warranty, CDW•G has access to certified resources through in-house technical and strategic local partnerships across the U.S. and Canada. We are committed to coordinating OEM warranties, CDW•G resources, and our services partner ecosystem to address the needs of Sourcewell Members.<br><br>We will continue working with Sourcewell Members to identify the best-value solution regarding warranty coverage; response times and service-level agreements (SLAs) may vary by location. Sourcewell Members can be confident they will know what they are buying and will be provided with clear instructions on the coverage and how to activate warranty claims. |
| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | In instances where Sourcewell Members choose the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has a defined escalation process with our partners to ensure technical support is provided by the manufacturer according to the agreed upon SLAs. In those instances where CDW•G provides enhancement to the standard manufacturer warranty, we take responsibility for meeting agreed upon SLAs and delivering the full customer experience. |
| 51 | What are your proposed exchange and return programs and policies? | Should Sourcewell Members require an exchange or return, CDW•G requires an RMA number for all returned merchandise. All products must be returned 100 percent complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. All returns should be initiated within 30 days of the date of invoice. For returns initiated after 30 days, fees may apply.<br><br>Sourcewell Members should engage their account manager for any questions, issues, and concerns around support. By contacting their account manager to initiate the return process, Sourcewell Members will receive individualized support that ensures the best outcome. CDW•G account managers, and our customer support teams, facilitate and track all returns and deal with RMAs daily. CDW•G also offers Customer Relations service at 866-SVC-4CDW or at customerrelationsreturns@cdw.com for customers to obtain an RMA before shipping product back to CDW•G. When returns cannot be made directly to CDW·G, a Sourcewell Member's account manager can advocate on their behalf with the OEM regarding exchanges, returns, or any aspect of their IT investment.<br><br>However, in all instances when CDW•G makes an error, we will cover return costs. Credit is issued the following day after the product is received into our warehouse. Credit form is based on the initial method of payment. Credit card refunds will be issued back to the credit card. Net terms refunds will be placed on the account for the customer to use towards invoices or a Sourcewell Member can request a check be sent to them. |

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| 52 | Describe any service contract options for the items included in your proposal. | In addition to services included with purchase, Sourcewell Members may choose from a range of service options available through CDW•G (fees may apply), including the following offerings:<br><br>A collaborative warranty support service backed by select valued OEMs for faster resolution and a more personal experience. For Sourcewell Members' software, licensing, and hardware devices, CDW•G takes the first call to resolve the issue and, if needed, provides an onsite break/fix replacement. If escalation to the manufacturer is needed, CDW•G does that on the Sourcewell Members' behalf.<br>An extended service/help desk, where a phone number is provided to engage and provide support. This option is useful for Sourcewell Members who may not have a robust IT support program and seek a third-party solution.<br>Technical support (U.S.-based help) for five years from purchase through either phone or chat (Monday through Friday from 7a.m. to 6 p.m. CT) or email (reply within 24 hours).<br>CDW Product Protection through Safeware, a fully licensed insurance agency as well as a Third-Party Administrator. Services feature extended warranty and service plan solutions, covering many types of hardware products, including laptops, tablets, and printers/scanners.<br>Cisco SMARTnet Service, an award-winning technical support service that gives Sourcewell Members' IT staff direct, anytime access to Cisco experts and online self-help resources required to resolve issues with most Cisco products. Our dedicated Cisco SMARTnet team has 56 specialists – the largest such team in the industry – with more than 570 combined years of experience working with SMARTnet contracts. We have in-depth knowledge of Cisco's internal SMARTnet tools and can also provide support with contract consolidation, co-terming all assets and net new, site consolidation, decommission gear, and customized pain point resolution. CDW•G's exclusive web portal, SMARTtracker, will streamline the management of your SMARTnet Total Care contracts 24x7x365, not just at renewal time. SMARTtracker is a key strength of our offering that provides value-added benefits when combined with the expertise and support of our SMARTnet Total Care Specialist team. |

### Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * |
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| 53 | Describe any performance standards or guarantees that apply to your services | To best meet services performance requirements for Sourcewell Members, we follow a service-level management approach using industry best practice standards, processes, and metrics. Based on our 20+ years of working with a diverse set of customers, we have applied lessons learned to develop a specific service-level management approach to measure results, provide reliability, and ensure that communications and IT services are meeting the agreed upon Service Level Agreements (SLAs). With each performance-based solution, Sourcewell Members work with their dedicated account team to create agreed upon, measurable performance standards and guarantees, outlined within a Statement of Work.<br><br>The key to performance management is the application of the right governance to the program to ensure the necessary resultant behavior and delivery outcomes. The CDW service manager is how and where governance happens across the enterprise. The service manager ensures service levels are receiving the appropriate attention and that all owners of service levels are held accountable for performance. Methodology components include the following:<br><br>Ensuring a set of standard processes is used, such as IT Infrastructure Library (ITIL)<br>Ensuring a set of standard tools is used, such as ServiceNow<br>Ensuring all accountable parties are educated and understand their level of accountability on SLAs, including individual contributors, team leaders, managers, and executive leadership<br>Ensuring metrics are met and maintained and providing additional reporting on real-time or relatively real-time performance information<br>Conducting meetings, including a daily operations meeting to review high-impact incidents, weekly aging incident ticket review meetings, and weekly aging request ticket review meetings to ensure the appropriate visibility is brought to the current performance and any corrective measures for underperforming are begun as quickly as possible<br>Driving the core ITIL processes and bringing visibility to non-compliance with processes and/or SLAs<br>Communicating monthly performance and developing improvement plans for any metrics that were not successfully remediated before month-end reporting |

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| 54 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | Analyses of Service Levels. CDW provides service-level management and reporting, as well as monitors the efficiency and effectiveness of the operations. We also monitor program performance against program performance levels, including Key Performance Indicators (KPIs), as mutually agreed, prior to project start, by systematically and regularly:<br>Monitoring all performance levels for those that are not maintaining the pace required to meet the performance threshold — we will examine root causes, perform risk mitigation/preventive action, and develop a corrective action plan<br>Generating daily operational reports monitoring against service levels at a given time<br>Reviewing aging reports for all issues that are close to or have exceeded the resolution target<br>Monitoring KPIs that contribute to meeting a service level; for example, we measure how long it takes us to acknowledge a service desk incident, and if it takes us three hours to acknowledge the issue and we only have four hours to resolve it, we can surmise the SLA may not be met<br>Monitoring alerts, such as incident resolution times, automatically generated by the ticketing system<br><br>Corrective Action. CDW executes a formal corrective-action planning-process for deficiencies discovered during reviews. We assign each corrective action to an owner for resolution and provide oversight to the process by our service manager.<br><br>Preventive Action<br>Uses standard tools and processes to detect, analyze, and eliminate potential causes of performance standard or service-level non-compliance<br>Ensures that system performance and availability continuously anticipate capacity needs, including adjustments for seasonal demand<br>Analyzes historical data regarding usage volumes and peak processing periods and communicate with the program offices regarding new initiatives and other factors that may have an impact on system usage<br>Develops plans and takes action to address these changing infrastructure needs<br><br>Root Cause Analysis<br>Proactively produces trends that could lead to less-than-optimum performance by taking preventive action measures to improve the area in question<br>Analyzes the performance in support of each performance standard and/or service level, identifying positive or negative trends, and works with project staff to perform a root cause analysis of negative trends to develop a corrective action plan to correct deficiencies and identify best practices that can be leveraged across the project<br>Provides follow-up verification to ensure that the action was effective in addressing the root cause<br>Monitors performance statistics to ensure the corrective action plans are effectively implemented<br>Provides a defined escalation path for corporate-level oversight of performance issues and corporate support of corrective action plans; once an issue is resolved, CDW-G will communicate improvements to other activities and groups, as applicable<br><br>Continuous Improvement<br>Provides a metrics-driven continuous improvement approach, focused on improvements to ITIL service delivery and service support to achieve increasing levels of performance against SLAs<br>Uses automated tools combined with trend data for monitoring and root cause analysis to identify the high-priority areas for improvement and take immediate action |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question | Response * |
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| 55 | Describe your payment terms and accepted payment methods. | CDW•G's standard payment terms are net 30 days from the date the invoice is issued.<br><br>CDW•G accepts payment through:<br>Credit Cards* (American Express, Discover, MasterCard, Visa)<br>Checks<br>Electronic Data Interchange (EDI)<br>Electronic Funds Transfer (EFT)<br>Procurement Cards (P-Card)<br><br>*With a credit card order, CDW•G requires the credit card information at the time of order. Please note that we do not accept credit cards for term accounts.<br><br>The mailing address for payments is:<br>CDW Government LLC<br>75 Remittance Drive<br>Suite 1515<br>Chicago, IL 60675-1515 |

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| 56 | Describe any leasing or financing options available for use by educational or governmental entities. | CDW•G can facilitate an agreement between Sourcewell Members and a variety of leading financing companies to help ensure leasing terms to fit the unique needs and budget requirements of those Sourcewell Members. Depending on technology needs, Sourcewell Members can secure a leasing program with maximized options and terms.<br><br>Premier leasing partners include:<br>Arrow Capital Solutions<br>Cisco Capital<br>Dell Financial Services<br>HPE Financial Services<br>Lenovo Financial Services<br>LEAF Commercial Capital, Inc.<br><br>Preferred leasing partners include:<br>Acer Finance<br>Apple Finance<br>De Lage Landen (DLL)<br>Microsoft Finance<br>PNC Bank<br>US Bank<br><br>Our account managers and certified technology specialists are prepared to assist with every phase of choosing and leveraging the right financing or leasing solution for the IT environment of Sourcewell Members. This collaborative process between CDW•G and Sourcewell Members includes the following steps:<br>1. An initial discovery session to understand goals, requirements, and budget<br>2. An assessment review of the existing environment and definition of project requirements<br>3. Detailed vendor evaluations, recommendations, future designs, and proofs of concept<br>4. Procurement, configuration, and deployment of the final solution<br>5. Ongoing product lifecycle support including proactive notice of lease expiration and asset disposition<br><br>Financing/leasing is available on a per-deal basis, or in many cases, as a primary billing option, depending on the needs of the Sourcewell Member. If a Sourcewell Member has a preferred leasing company that is not currently a CDW partner, they can be set as vendor if the Sourcewell Member and the leasing company sign the required supplemental agreements from credit.<br><br>The typical process for leasing equipment is as follows:<br>Account managers work with a Sourcewell Member to submit a credit review to the chosen leasing company and obtain a financing proposal or the account manager has the chosen leasing company call the Sourcewell Member to discuss leasing/finance options and obtain information necessary to complete credit approval.<br>The chosen leasing company reviews credit and makes decision whether to provide a lease.<br>If approved, the leasing company sends the Sourcewelll Member leasing documents to complete and return.<br>Upon receipt of required documents and any upfront payments from the Sourcewell Member, the leasing company provides CDW•G with a purchase order for the full amount of the leased equipment.<br>CDW•G fulfills the order and products ship from CDW•G directly to the Sourcewell Member.<br>The leasing company sends an invoice and the Sourcewell Member makes regularly scheduled payments directly to the leasing company. |
| 57 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Upon award, CDW•G will leverage the Sourcewell contract terms and conditions to simplify and streamline the procurement process for Sourcewell Members. Other documents that may be needed include, but are not limited to:<br>Statement of Work (SOW) for professional/managed services<br>Customer-specific terms and conditions (if required by the Sourcewell Member) |

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| 58 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Yes, CDW•G accepts P-cards for payment, and Sourcewell Members can use P-cards for both e-procurement and non-digital orders at no additional cost. Please note, however, that Sourcewell Members who opt for payment terms (for example, Net 30) cannot settle terms by invoice with a P-card.<br><br>As an added capability and at no additional cost, CDW•G can provide Level 3 information on P-cards for Visa, MasterCard, or American Express. This service provides line-item detail remittance of the transaction on Sourcewell Member cardholders' statements. Level 3 allows the Sourcewell Member agency to track expenses and to ensure the products purchased on its card were in fact legitimate purchases. |

## Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * |
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| 59 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | CDW•G's pricing response encompasses RFP Category 1, 2 and 3 for all Technology Products, Services and Related Solutions (Technology Offerings). CDW•G's pricing can be found in the pricing attachment titled "CDW US and Canada Pricing Category 1."<br><br>Please Note: Due to the depth and breadth of our product and services offerings, items aligning with categories 1, 2 and 3 can be found throughout our product and/or services offerings, and individual items can be included in more than one category depending on the context.<br><br>For all RFP Categories, CDW•G is pleased to offer a discount percentage off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price (CDW•G Advertised Price).<br><br>These published and maintained prices for technology products and services categories can be found at www.cdwg.com, available 24/7. To ensure continuity and ease of procurement for Sourcewell Members, CDW•G has provided competitive and full catalog pricing encompassing all available OEMs, similar to the current Technology Catalog Solutions #081419-CDW contract (Incumbent Contract).<br><br>Underpinned by industry-recognized taxonomy, the CDW•G Advertised Price model enables CDW•G to leverage economies of scale, our superior OEM-partner-relationships, and real-time competitive market adjustments. The discounts in our pricing structure are not-to-exceed, and for large rollouts or planned projects, CDW•G will endeavor to provide even deeper discounts, leveraging our close OEM partnerships.<br><br>CDW•G has a dedicated online purchasing portal which can be found at www.cdwg.com/sourcewell. When logged in, Sourcewell Members can access Sourcewell's contract pricing and other information about the program.<br><br>For professional services, our pricing structure includes not-to-exceed hourly rates covering all three RFP categories. These rates are subject to 5 percent annual escalation, on the anniversary date of contract effective date. The services can be iterated in either time-and-material or fixed-fee models, in areas including, but not limited to, cloud migration, ServiceNow, cyber and physical security.<br><br>Certain services for education customers in pricing Attachment titled "CDW US and Canada Pricing Category 1", Tab titled "Amplified Solutions" are based on 3 percent discount off MSRP which can be found at this link: https://www.amplifiedit.com/MSRP.<br><br>CDW•G delivered managed services pricing varies from monthly unit prices, percentage of Sourcewell Member's actual consumption of the service, and/or custom pricing. |

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| | | As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Sourcewell Members will be discount 0 percent off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, and Microsoft Azure.<br><br>CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its Members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings.<br><br>Technology Offerings which have specialized requirements not contemplated under this RFP, will be identified in a Statement of Work as mutually agreed and executed document(s) between CDW•G and the Sourcewell Member. The pricing will be based, unless otherwise specified, on CDW•G invoice price.<br><br>Sales for Canadian Sourcewell Members are provided through CDW Canada with Discounts Off CDW Canada's advertised price and are quoted in local currency (CAD). Categories for CDW Canada catalog are similar, though not identical to CDW•G categories. Please refer to our CDW Canada pricing offer in the required pricing attachment "CDW US and Canada Pricing Category 1" for more information.<br><br>CDW•G differentiates itself from the competition with the addition of dedicated program management. The team consists of seasoned contracting professionals, dedicated to Sourcewell Members and responsible for compliance, administration and management of the contract, training of sellers and other duties. Led by Jeff Hagen, Manager of Program Management, and Mandi Maricque, Senior Program Manager, the team helps ensure Sourcewell Members receive all program benefits. Sourcewell Members may engage Program Management and request price verifications by emailing their CDW•G order or quote number to Sourcewellcontracts@cdwg.com. |
| 60 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | As stated in response to Question 59 above, CDW•G's catalog discounts are percentage off CDW•G Advertised Price, ranging from 0 percent to 15 percent, providing a more competitive structure than CDW•G's Incumbent Contract.<br><br>CDW Canada: 0 percent to 7.75 percent Minimum Discount off CDW Canada's Advertised Price, quoted and invoiced in Canadian dollars. |
| 61 | Describe any quantity or volume discounts or rebate programs that you offer. | Sourcewell Members benefit from discount off CDW•G Advertised price, irrespective of volume. The program provides a competitive ceiling price and we can often leverage our relationships with OEMs to offer deeper discounts for large projects/rollouts and bulk buys, on a case by case basis, in consultation with the Sourcewell Member.<br><br>Additionally, we have found success with Sourcewell Members where CDW•G has Sourcewell Member specific agreements with large purchase footprint, and/or minimum purchase commitments, under which CDW•G can offer committed deeper discounts and/or additive incentives.<br><br>In addition, we can hold large inventory in our distribution centers, take advantage of bulk buys and promotions, which maximizes our ability to offer better pricing to Sourcewell Members. |

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| 62 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | As mentioned in Question 59, Technology Offerings that have specialized requirements not contemplated under this RFP will be identified in a Statement of Work and/or similar document(s) which are mutually agreed upon and executed between CDW•G and the Sourcewell Member. The pricing will be based on CDW•G invoice price. |
| 63 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Services which require travel, lodging, work to be performed outside of normal business hours/holidays, or subject to overtime regulations, may be subject to additional fees, and will be outlined in a Statement of Work or similar document.<br><br>Any additional fees required due to regulatory mandates, Sourcewell Member-specific background checks, and Sourcewell Member-specific mandated training, will also be mutually agreed upon between CDW•G and Sourcewell Member and incorporated within a Statement of Work or similar document. |
| 64 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Ground freight shipping is the least expensive option for Sourcewell Members and is offered at no charge. This includes no additional charge at the time of order, within the contiguous 48 United States. It also includes insurance coverage at no charge.<br><br>We also offer Sourcewell Members expedited shipping options; in these cases, the Sourcewell Members pay the price difference between the expedited rate and the lowest-rate shipping option – retaining the benefit of the no-charge offering.<br><br>If a Sourcewell Member chooses to utilize their own assigned carrier, CDW•G can work with the Sourcewell Member once the carrier number and other details are provided by Sourcewell Member |
| 65 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | For Sourcewell Members placing orders for delivery to Alaska and Hawai'i, freight options currently include Ground, Express, and Priority, though these options may vary depending on specific shipping address. Once an order is entered, all available options are displayed and priced. Carrier options for Alaska and Hawai'i currently include UPS, UPS Freight, CEVA Logistics, and USPS with estimated transit times of Ground three to five days; Express two to three days; and Priority one to two days. Transit times may be impacted by day of shipping, holiday schedules, weather events, and other acts of nature.<br><br>For Sourcewell Members placing orders for delivery in Canada, standard terms for shipping include F.O.B. Destination, Freight Prepaid, and Freight Added. All products are shipped from one of CDW Canada's partners' distribution centers in Toronto, Mississauga, Calgary, or Vancouver. CDW Canada partners with numerous distributors including Ingram Micro and TD Synnex within Canada to complement our purchasing model. In most instances, Sourcewell Members can expect purchases to be delivered the next day or within an average of three days by standard ground transportation. CDW Canada through distribution partners currently uses UPS, Purolator, FedEx, and other freight carriers for larger shipments. |

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| 66 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | CDW•G operates a redundant fail-safe hybrid logistics model, with two distribution centers strategically located, which allows us to ship based on availability with a historical accuracy of over 99 percent.<br><br>We can further leverage staging as well as buy-and-hold options within our facilities or through our vetted partners nationwide, for Sourcewell Members with large rollouts and/or high SLA requirements.<br><br>CDW•G was selected to be the sole mobile device provider for the 2020 Decennial Census, deploying nearly 500,000 devices over the life of the contract to US Census Bureau Headquarters, more than 250 regional Census Offices, and Decennial Census employee homes, nationwide.<br><br>When delivering professional services, we once again leverage a hybrid approach inclusive of in-house technical resources and/or vetted, trusted subcontractors, to provide cost-effective solutions based on Sourcewell Member's needs. We can also leverage remotely delivered service engagements, which can help contains costs and offers high availability for time sensitive projects. These remote engagements can be deployed safely, with the assistance of the customer's IT and security teams.<br><br>Finally, we believe in helping the communities we serve. CDW•G's inclusive philosophy extends to our providing opportunities to collaborate with minority-owned businesses, small businesses, and otherwise disadvantaged businesses. Doing so enables Sourcewell Members access to a talented, diverse resource pool and helps Sourcewell Members achieve their diversity initiatives. |

## Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|---|---|---|
| 67 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | CDW•G has historically worked closely with Sourcewell Members on planned IT projects, developing technology standards, and forecasting volume purchase opportunities across schools, departments, or agencies. In those circumstances, CDW•G is able to extend additional discounting beyond the standard pricing offer, resulting in material savings to the Sourcewell Member. As a result of the IT project alignment that CDW•G has historically held with Sourcewell Members, CDW•G 's net pricing offer is better than other offers with similar volume and terms to other contracting agencies. Upon request, CDW•G shares savings data and incremental discounts with Sourcewell Members, along with the data shared monthly with Sourcewell. |

## Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
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| 68 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | Any vendor hoping to be successful in executing this contract should clearly demonstrate the ability to manage an agreement of this size and scope with all the necessary detail and follows all contract's pricing rules, timely reporting, and remittance of fees. With respect to CDW•G's compliance strategy, we have bespoke, proprietary systems, which ensure the pricing and freight is compliant per the contract or specific Sourcewell Member pricing agreement. Our compliance approach is a full lifecycle from solicitation to post contract closeout. It starts during the launch process with training all the personnel utilizing the contract, followed by annual training and certifications. In addition, we have internal automated quality checks in place, which track our reporting deadlines and accuracy commitments. We also have previously partnered with Sourcewell in providing training to CDW•G sellers and intend to do so when awarded the new contract. For service engagements, our contract lifecycle management system automatically routes Statements of Work to the Contracts team to ensure the pricing is compliant with hourly rates and commitments, as stated. CDW•G and Sourcewell also have regular cadences where, among other items, any issues are addressed, discussed, and tracked.<br><br>CDW•G has a dedicated and highly experienced Program Management team, which manages our Sourcewell contracts. Mandi Maricque is the contract manager and is responsible for the Sourcewell portfolio. Mandi is supported by three dedicated contract administrators. In addition, due to the importance of the Sourcewell contract within CDW•G, there is a high level of engagement from senior leaders within the organization. Collectively, the team managing Sourcewell's contracts have 80 years of experience. The team is also responsible for working with Sourcewell Members to ensure proper understanding of the contract's terms and benefits, pricing, and range of offerings. CDW•G has held a Sourcewell contract for the last 20 years as an organization; CDW•G coworkers are well trained on compliance matters related to the Sourcewell contracts.<br><br>The Program Management team is solely responsible for ensuring Sourcewell Members have access to the agreement. Monthly reviews are done to ensure all participating entities have access to the contract. Sales teams are trained to send any Sourcewell Member add-requests to the SourcewellContracts@cdwg.com inbox. These actions help to drive growth under a robust governance framework.<br><br>CDW•G has successfully met all reporting requirements and deadlines under the Technology Catalog Solutions #081419-CDW (Incumbent Contract). CDW•G is confident we can continue to meet and/or exceed requirements under this RFP. |

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| 69 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | CDW•G currently tracks different metrics for contract performance internally. Given Sourcewell's diverse membership and dynamic spend within technology category, we continuously monitor standard metrics such as Sourcewell Member performance and utilization by geography (state) and segments (State & Local Government, K- 12, Higher Education, Healthcare, Federal Government, Not for Profit, Public Safety). Additional metrics include:<br>Category penetration<br>Sourcewell Member agreements and state contract adoptions<br>New Sourcewell Member growth<br>OEMs and category penetration<br>Customer satisfaction survey responses<br>Professional services and evolving technologies including cloud offerings' growth<br>Market share under the Sourcewell contract and total available wallet share<br>Target CDW•G customers who can be aligned with the Sourcewell contract<br><br>Industry trends by public sector segment and the performance of the CDW•G solutions aligned to those trends. A list of trends by public sector segment is outlined in Table 8, Question 45.<br><br>We also track regulations and procurement policies of different entities where Sourcewell's contract can be leveraged as a state contract, contract of choice, etc. |
| 70 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | As an incumbent with a proven track record of success, we further believe retaining existing fee structures for Sourcewell Members under the Incumbent Contract will help maintain continuity and stability for those Sourcewell Member's needs.<br><br>CDW•G is proposing a general administrative fee of 1 percent which will continue to support increased adoption and sales over the term of the contract.<br><br>To best meet Sourcewell Members' needs for select catalog offerings with historically competitive profiles, we propose the following fee adjustments:<br>Software & Cloud Offerings: 0.25 percent<br>Chromebooks: 0.00 percent<br><br>We are confident the proposed fee structure combined with our proven track record of success under the current contract will incentivize Sourcewell Members and provides the right balance for growth under this contract. |

## Table 14A: Depth and Breadth of Offered Equipment Products and Services

***Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of "REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES," Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases."***

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

| Line Item | Category 1 | Category 2 | Category 3 |
|---|---|---|---|
| 71 | ◉ Yes<br>○ No | ○ Yes<br>◉ No | ○ Yes<br>◉ No |

## Table 14B: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * |
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| 72 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | CDW•G offers a full range of products and services that enable Sourcewell Members to develop the best total solution to meet specific needs while attaining the most value for their organization. CDW•G provides expert consulting, design, configuration, installation, and lifecycle management services. CDW•G's Category 1 bid provides pricing for our Technology Products and Services Catalog, as well as Professional and Managed services. Our offerings are extremely comprehensive and include:<br><br>Products & Partnerships: More than 100,000 products from more than 1,000 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware<br><br>Technology Services<br>e-Procurement integration<br>Leasing services<br>Managed services: Gold Level Support for customer devices<br>Pre-shipment configuration<br>Professional services: Amplified Solutions, Cyber and Physical Security, Configuration, Data Center Transformation, Digital Velocity Solutions, ServiceNow<br><br>Total Solutions<br>Cloud<br>Collaboration<br>Data Center and Networking<br>Managed Print Services<br>Point of Sale<br>Security<br>Software Management<br>Total Mobility Management |
| 73 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Below is a list of product and service categories, along with their corresponding subcategories, provided by CDW•G as part of this response:<br><br>Accessories<br>Security Locks<br>Headphones and Speakers<br>Phone Accessories<br>Tablet Accessories<br>Keyboards/Keypads<br>Notebook Accessories<br>Cases and Backpacks<br>Mice and Trackballs<br>Office Products and Supplies<br>Small and Consumer Electronics<br>Robotics<br><br>Power, Cooling & Racks<br>Power Supplies/Adapters<br>UPS/Battery Backup<br>Batteries<br>Surge Suppressors<br>Remote Power Management<br><br>Desktop Computers<br>Computer Cases<br>Apple Desktops<br>PC Compatible Desktop Computer<br>Windows Based Terminals<br>Desktop Memory Upgrades<br>Thin Clients<br>PC Compatible Workstations<br><br>Data Storage/Drives<br>Storage Enclosures/Mounting Hardware<br>CD/DVD/Blue Ray Drives<br>Disk Duplicators<br>Media<br>Hard Drives<br>Desktop NW Attached Storage<br>Floppy Disk Drives<br>Flash Memory<br>Consumer SSD<br><br>Enterprise Storage<br>BU/DR Infrastructure<br>Drive Arrays |

Enterprise Hard Drives
Enterprise SSD
Interfaces Controllers
Optical Drives
Storage Networking
Rackmount NW Attached Storage
Tape Backup Drives
Tape Automation (Lib/Changers)

Point of Sale/Data Capture
Wireless Communication Devices
POS Systems
Connected Devices
Peripheral and Barcode Scanners
Thermal Printers

Servers & Server Management
Server Accessories
Linux/Unix Based Servers
KVM Consoles and Switches
CPUs/Fans
Network Print Servers
Application Servers
Apple Mac OS Servers
RISC Servers
Server Memory Upgrades
x86 Based Servers

Services (CDW Delivered)
Installations
Configurations
HCA/Hlth Purch Grp (HPG) CDW
OnSite Services
Central Services – Repairs
Managed Services
Mobility Services
Field Services
Remote Services
Software Asset Mgmt Services
Classroom Training
Workspace Management Tools

Notebook/Mobile Devices
Notebook Memory Upgrades
Mobile Workstation
Notebook Computers
Apple Notebooks
Tablets

NetComm Products
Network Bridges
Modular Switches
Communications Boards
Network Management Hardware
Modems
Network Switches Managed
Network Test Equip/Analyzer
Network Optics
Network Hubs
NIC Network Interface Adapters
Network Routers
Network Device Memory
Network Switches Unmanaged
Network Security
Wireless LAN Networking
Physical Security

Carts and Furniture
Furniture
Medical Carts

Printing & Document Scanning
3-D Prototype Printers
Copy Machines
Document Scanners
Dot Matrix Printers

FAX Machines
Single Function
Printer Accessories
Multifunction
Plotters
Printer Memory Upgrades
Printer Supplies

Services (Partnered Delivered)
Partner-Delivered Managed Services
Cloud Partner Services
OnSite Services-3rd Party
Installations 3rd Party
Managed Print Services
IT Pro Training – 3rd Party
Systems Management – 3rd Party
Warranties – Product Protection

Client Configure-to-Order
Client Configure-to-Order

Software
Aggregation Services Software
Security Software
Application Suites
Desktop Applications
BU/DR Software
Cloning Software
CAD/CAM Software
Cisco One Software
Database Software
Digital Signage Software
Design and Graphics
Audio/Video Production
Flow/Org Chart Software
Cloud Collaboration Software
Mobile Device Enablement SW
Integrated Product Suites
Infrastructure as a Service
AI Software
Voice Recognition
Legal Software
Mainframe Software
Unified Communication
Network Management Software
Network Connectivity/Emulation
Data Capture Software
Operating Systems
Programming Software
CRM Software
Portal Software
Reference Software
Business Analytics
Document Management Software
Entertainment/Education Soft
Financial Software
Communication/Internet Soft
Storage/SAN Management Software
Utility Software
Software Documentation & Media
Telephony Software
Technical Support
Virtualization Software
Web Software
Physical Software

Collaboration Hardware
Voice Hardware – Phones
Collaboration Hardware – Video Hardware
Collaboration Hardware – Voice Hardware – Headsets
Collaboration Hardware – Voice Hardware Infrastructure

Video & Audio
Automation & Control Systems
Cameras
Medical Displays

| | | | |
|---|---|---|---|
| | | Drones and Virtual Reality<br>Interactive Whiteboards<br>Consumer Television<br>Mounts & Stands<br>Professional Audio<br>Media Player<br>Projectors & Document Cameras<br>Commercial Television<br>Digital Signage Displays<br>Graphics Cards<br>Video Production<br>Screen Protection/Filters<br>Computer Displays<br>Interactive Flat Panel Display<br><br>Cables<br>Miscellaneous Cables<br>Audio/Video Cables<br>Network Cables<br>SCSI/IDE/floppy cables<br>Telephone/Modem Cables<br>Network Cable Accessories<br>Parallel and Serial Cables<br>USB/FanWire Connectivity<br><br>Books/DVD Movies<br>Books | |

### Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments |
|---|---|---|---|
| 74 | Computer hardware, including desktops, laptops, tablets, and related devices; | (•) Yes<br>( ) No | CDW•G's response includes computer hardware, including desktops, laptops, tablets, and related devices. |
| 75 | Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology; | (•) Yes<br>( ) No | CDW•G's response includes networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology. |
| 76 | Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies; | (•) Yes<br>( ) No | CDW•G's response includes peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies. |
| 77 | Software related to the purchase of the equipment described in Lines 74-76 above; | (•) Yes<br>( ) No | CDW•G's response includes software related to the purchase of the equipment described in Lines 74-76. |
| 78 | Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and | (•) Yes<br>( ) No | CDW•G's response includes configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77. |
| 79 | Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3. | (•) Yes<br>( ) No | CDW•G's response includes security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3. |

### Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

| Line Item | Question | Response |
|---|---|---|

| | | |
|---|---|---|
| 80 | Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified). | CDW•G is dedicated to working with our technology partners to promote their environmentally certified products and assist Sourcewell Members in purchasing them to solve outcomes around their ESG goals and priorities. We also provide the ability to track industry-recognized data to allow Sourcewell Members to better understand their environmental footprint.<br><br>Sourcewell Members can receive from CDW•G, upon request and by mutual agreement, both EPEAT reporting, which is the leading global ecolabel for the IT sector, and Energy Star, a government-backed energy efficiency measure. For these reports we can provide quarterly, calendar year, or fiscal year reporting, depending on Sourcewell Members' needs. We can typically offer a number of customized reporting options as well, including summary by category, to meet specific Sourcewell Member needs. |
| 81 | Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any. | Included below is an overview of some of our key partner distinctions:<br><br>Apple (Diamond Elite partner):<br>Apple's Largest Corporate Channel Partner in the U.S.<br>Apple's only reseller with the designation "Premium Corporate Reseller"<br>CDW-dedicated Apple System Engineers<br>19 Apple-badged employees supporting CDW<br>13 CDW-badged Apple resources onsite<br>Apple-certified Mobility Solution Architects<br><br>We are an Authorized Apple Corporate Reseller for Mac, iPad, Unlocked iPhone, Apple Watch, AppleCare, VPP credit, and Apple accessories (including Beats for specific use case). We provide overnight delivery of stocked products, extensive third-party hardware, and software licensing options, as well as the Apple Professional Services portfolio.<br><br>Please note, Apple policy states that they are to be the sole reseller for their products with K-12 customers, including both private and public schools. If this policy is repealed, CDW•G is equipped and ready to serve Sourcewell Members.<br><br>Cisco (Gold Certified Partner): We are Cisco's largest U.S. Direct Reseller and largest National Direct Integrator Partner, having attained the broadest range of expertise across multiple technologies.<br><br>CDW has achieved the newest of Cisco's Master Specializations in networking, making CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification.<br><br>CDW was recognized as the 2022 Americas Partner of the Year by Cisco and as 2022 Cisco Software Partner of the Year.<br>CDW has more than 1,300 Cisco-certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include:<br>717 Cisco Certified Sales Experts<br>63 Cisco Certified Internetwork Experts<br>215 Cisco Certified Network/Design/Voice Professionals<br>322 Cisco Certified Network/Design Associates<br><br>In addition, CDW is one of the only resellers in the world actively participating in and working with Cisco in the Cisco Early Field Trial (EFT) program. This program allows our top engineers to receive and test the latest code prior to the general release of the product. It also lets CDW shape the products prior to shipping the first release level. Generally, Cisco only invites two partners to each EFT opportunity, and typical EFT participation is three or four EFTs. CDW historically participates in more than 20 EFTs a year across Data Center, Engineering, Collaboration, and Security.<br><br>In Canada, CDW recently received Cisco Full Stack Observability and Hybrid Cloud Computing Solution Specializations. These partner-led designations recognize CDW Canada's ability to provide sophisticated, value-added Cisco solutions through in-depth sales capabilities, technology skills, and service offerings.<br><br>Dell (EMC Titanium Black Partner): CDW is Dell's #1 Partner Worldwide, and provides the following resources:<br>Dell-certified technology architects<br>Dell-certified cloud architects and Dell EMC-certified data scientists<br>Dell-certified implementation engineers<br><br>HP Enterprise (Platinum Business Partner): CDW is an HP Enterprise (HPE) Platinum Partner and was named the North American Solution Provider of the Year 2023 (CDW Canada and CDW U.S.). |

HP Inc. (Platinum Business Partner): CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. Recent awards include:

Lenovo (Largest Global Partner): CDW is Lenovo's largest Global Direct Response Channel Partner.

Microsoft (Gold Certified Partner): CDW is a Microsoft Gold Certified Partner and a highly ranked Licensing Solution Provider (LSP) and Enterprise Software Advisor (ESA). CDW is also a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada. We are the worldwide leader in Microsoft Enterprise Agreements as well as Server and Cloud Enrollments.

CDW is also an Azure Expert MSP for Microsoft Azure.

CDW Cloud Products: CDW currently partners with more than 150 cloud provider partners working in tandem to provide our customers with best-of-breed SaaS, IaaS, and PaaS solutions. A small sampling of our offerings is provided below.

AWS: CDW has achieved multiple certifications for AWS and is one of a handful of Advanced Consulting Partners. CDW has earned the AWS Migration Competency, an elite-level designation held by fewer than 50 companies in North America. CDW coworkers have earned more than 200 AWS certifications including the new AWS Database and Data Analytics Specialty Certifications. CDW has also earned the AWS Storage Competency, confirming our deep storage acumen and our extensive AWS storage partner portfolio (for example, NetApp, Veeam, Druva, and many others).

Google: CDW's comprehensive next-generation Managed Services for Google Cloud Platform (GCP) includes three of the world's 20 Google Cloud Fellows on staff. CDW has also successfully completed the requirements to participate in the Google Cloud MSP Initiative.

Microsoft Azure: As a Microsoft Azure Expert Managed Service Provider, CDW has a record of delivering results to customers in finance, healthcare, manufacturing, small business, government, and education. We also provide full-stack solutions expertise, integrating hardware, software, cloud and services considerations into every Azure discussion. Customers benefit from holistic technology guidance while eliminating the need to coordinate with multiple IT vendors and service providers to design, procure, implement and manage complete Azure solutions.

CDW employs a dedicated vendor accreditations coordinator who takes responsibility for monitoring coworkers' technical and vendor sales certifications in line with our manufacturer partner accreditations. The vendor accreditations coordinator is part of our Vendor Alliances department, which comprises vendor managers for all major hardware manufacturers. We have the highest-level reseller partnerships (Platinum or Gold) with these vendors, which are usually contingent on CDW maintaining minimum numbers of accredited resources at all levels from sales, pre-sales, field and systems engineer, to architect.

Each of the partner vendors has designated an account manager and systems engineer to CDW, who communicates product developments to our vendor managers, as well as the associated technical training courses available. Some vendors also have partner education managers specializing in training and certification guidance for CDW. The vendor managers then work with the vendor accreditations coordinator to identify the staff impacted by the development and make bookings for training and exams.

The vendor accreditations coordinator uses a range of vendor and internal tools to manage technical certifications on an ongoing basis. Vendors' learning management tools give the vendor accreditations coordinator visibility of the following:

Summaries and detailed breakdowns of CDW's compliance status against its overall vendor certification (Platinum, Gold, etc.) and any technology specialist certifications

Gap analysis charts for training requirements to be quickly identified

Information to assist creation of vendor learning plans, which feed into CDW's standard Personal Development Plans

Records of individuals' certifications, training, exams, and expiry dates of these for tracking by the vendor accreditations coordinator

The vendor accreditations coordinator also uses vendor reports and internal tracking sheets to monitor certifications. These provide gap analysis and qualification road mapping showing individual certification status in various vendor technologies.

| | | |
|---|---|---|
| 82 | Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes. | CDW•G takes a pre and post sales consultative approach toward software assets that can assist Sourcewell Members through every stage of their lifecycle. It begins with our capabilities of assessing current software environments and assisting in the design and deployment of a software solution within environments.<br><br>We can integrate and share licensing data with most industry recognized software asset management platforms to support Sourcewell Members' needs.<br><br>Once deployed, CDW•G can also support maintenance through effective software licensing management and assist with:<br>Performing health checks<br>Maintaining the right license position so you are neither over- or under-licensed<br>Establishing consolidated billing<br>Providing ongoing software recommendations<br>Ensuring accurate IT planning and budgeting<br>Maximizing value derived from licensing agreements<br>Applying compliance checkpoints<br>Staying on top of licensing expiration and renewal<br><br>As part of our contract management roadmap process, our CDW•G software team conducts regular business reviews and contract deep dives to help manage licenses over the course of the contract. Our contract management roadmap also helps keep customers aware of important renewal dates. |
| 83 | Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc. | CDW•G has a dedicated purchasing page for Sourcewell, currently providing Sourcewell Members direct access to account information, product offerings, and contract pricing on technology products and services: www.cdwg.com/sourcewell<br><br>In recent years, CDW has continued to evolve our operations with an eye to improving the customer experience, extending to our online customer portal. Sourcewell Members benefit from the evolution of this portal, Rubi, which provides greater tools and options to plan, buy, and manage the technology solutions they need.<br><br>From one central portal, now accessible from the Rubi Mobile App for additional flexibility, Sourcewell Members can purchase products quickly and easily, selecting shipping, billing, and payment options as they go through the checkout process.<br><br>From the shopping cart page a user can:<br>Add more items to the cart<br>Adjust quantities<br>Save the cart for future purchase<br>Save the cart as a bundle that can be repurchased<br>Email the cart to a colleague<br>Create a standard quote<br>Estimate shipping costs with the Shipping Calculator before checking out<br>Check out using the standard checkout feature<br><br>Rubi also gives Sourcewell Members flexibility in terms of how they view technology for purchase. Sourcewell Members can choose to view and purchase from CDW's entire online catalog of products, or efficiently create customized catalogs containing specific products.<br>Sourcewell Members can also configure their homepage within the portal based on their needs to make tasks more easily accessible including managing subscriptions and quotes, streamlining repeat purchases, and approving orders.<br>Sourcewell Members, through the Security Settings feature in Rubi, can grant user access to features including access to products, views of their orders or multiple accounts, and roles as a purchaser or approver. Sourcewell Members can also grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and Security Settings.<br><br>Rubi provides key insights, which help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. This includes factors such as estimated time of arrival/inventory/supply chain insights to support implementation, order tracking and status, and current CDW Research Hub information around a variety of IT topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software.<br><br>Once an order is placed, an Order Status feature in Rubi provides Sourcewell Members complete order status information with time saving links, including the ability to:<br>View all recent orders (from the past month to as far back as three years)<br>Search for a specific order by purchase order (PO) number, order number, purchaser, or purchase date<br>View order and invoice details<br>Filter orders according to any of the following statuses: |

| | | |
|---|---|---|
| | | Cancelled<br>All Items Shipped<br>Some Items shipped<br>Not Yet Shipped<br>Backordered Item(s)<br>Processing orders<br>View individual shipment details and tracking information<br>Add mobile number to get delivery SMS text message notifications<br>Print a copy of a packing list or original invoice<br>Repurchase a past order<br>Download a report to excel with all open orders<br>Initiate a product return<br><br>After purchase, Sourcewell Members can use the Asset Hub of the Rubi portal to manage purchases. Features of the Asset Hub include:<br>An asset overview page that shows a view of hardware and software assets purchased through CDW·G, including the total counts of products, asset age, and spend across asset type, category, and brand.<br>A hardware overview page, where Sourcewell Members can view and filter across your hardware assets based on type, brand, asset age, and more, and can click on each line item to see more details.<br>A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, and prior orders and can also re-purchase quickly by using the "Buy Again" button.<br>A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also see a list of software assets and can filter on those assets or click to view more details.<br>A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally from this page, Sourcewell Members can request a quote for a software renewal.<br>A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats.<br><br>The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers assist in enabling your administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location.<br><br>This capability allows access to the following types of information for accounts linked together:<br>Order status<br>Quote activity<br>Purchase history<br>Financial reporting<br>Purchase approval system<br><br>CDW·G offers e-procurement integrations to the major providers in the industry, and the capabilities that are available via Rubi are also available via a punch-out catalog. |

**Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments |
|---|---|---|---|

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| 84 | Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity; | (•) Yes<br>( ) No | With nearly 20 years of experience delivering leading information security solutions, we help organizations reduce the complexities involved in making technology decisions in a fast-paced industry. CDW takes a comprehensive approach to security and risk management. We offer world-class technology solutions, expert implementation and advisory services, comprehensive managed services, and proven methodologies backed by customized testing. We help to advance customer security programs and optimize overall IT risk management strategy so customers can protect data, intellectual property, and reputation. CDW cybersecurity solutions and services fall into six buckets: infrastructure, intelligence and analytics, identity and access management, data and application, threat and vulnerability management, and program strategy and operations.<br><br>Infrastructure. Strengthen the first line of defense against sophisticated threats. Our solutions and services help customers gain extensive visibility into network traffic based on applications, users, and content; remove malicious traffic while maintaining the delivery of legitimate business flows; and securely manage IoT devices.<br><br>Intelligence and Analytics. Arm staff with the tactical, operational, and strategic insights needed to understand how an organization is being targeted and invest wisely in the right set of countermeasures. Our comprehensive professional and managed services and continuous monitoring solutions help customers streamline security operations with automation. We help customers respond to, remediate, anticipate, and prevent threats to business.<br><br>Identity and Access Management (IAM). Securely connect users to distributed services and deliver accountability and transparency of access to the business. Our IAM solutions and services promote capabilities spanning internal and cloud-based services, enhancing user experience while ensuring only the right people have access to the right assets, at the right time, and for the right reasons.<br><br>Data and Application. Protect information assets against mistakes that lead to data leaks and intentional misuse by insiders, as well as external attacks on information infrastructure. We help you protect data no matter where it is stored, used, or transmitted through the development of a data-centric security program.<br><br>Threat and Vulnerability Management. Evaluate the overall state of security with an objective view of an organization's policies, controls, and processes. We facilitate the development of an effective threat and vulnerability management program, building upon existing security practices to help you continuously find, prioritize, and remediate vulnerabilities. Our expert professional services and world-class solutions help to determine whether data has been compromised and help create new approaches to limiting dwell time and remediating intrusions.<br><br>Program Strategy and Outcome. Manage an organization's digital risk and compliance profile. We offer a full range of solutions and services to help evaluate programs against established cybersecurity frameworks, keep up with evolving data protection and privacy regulations, augment staff, set policy, and develop and execute a cohesive strategy for extending security throughout the supply chain. |
| 85 | Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control, | (•) Yes<br>( ) No | CDW Physical Security Services solutions fall under four categories: video surveillance, access control, environmental sensors, and professional services. |

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| | video management, and managed physical security services; | | Video Surveillance. Video surveillance has long been a key component of physical security. The advent of inexpensive, network-enabled cameras has made it easier for organizations to increase their video surveillance footprint. Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes — something went wrong, and video footage enabled security teams to later determine what happened. Now, IP-enabled video cameras enhanced with analytics and artificial intelligence (AI) can automatically detect and alert on incidents in real-time and be used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video with services that include:<br>Envisioning Workshops, Site Survey and Systems Design, Camera Deployment, Video Management System (VMS) Implementation, Software and Analytics Integration, Managed Services, and Day 2 Support Services<br><br>Access Control. Modern access control systems – characterized as increasingly digital and IP-connected – allow customers to secure the points of entry to their facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. With new options to manage physical security either on premises or from the cloud, these systems can be closely integrated with video surveillance for improved situational awareness and forensics search. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises with services including:<br>Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services<br><br>Environmental Sensors. The proliferation of Internet of Things (IoT) devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D, etc.). Whether customers need to monitor facilities for airborne chemicals or detect water leaks, rising temperatures, or audio signatures – it is easy to integrate relatively inexpensive IP-enabled sensors into a building's existing physical security system. This greatly improves situational awareness and streamlines incident monitoring and notification processes. CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of your operations with services that include:<br>Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services<br><br>Professional Services. As organizations face limited time, budgets, and talent to tackle the ever-growing list of challenges running their day-to-day operations, IT leaders need a way to handle priority projects without overtaxing internal staff. CDW Ad Hoc Support Services help meet the demands of organizations in unique ways. We provide skilled staff to augment IT teams with expertise in a wide range of technologies, offering an objective view of IT that helps ensure the right solution to the problems — not just the one that is convenient – through ad hoc support services that include:<br>Small Installation Projects, Scheduled Maintenance, and Unscheduled and/or Break/Fix |

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| | | | Engineering and Consulting Services |
| 86 | Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions; | ◉ Yes<br>○ No | Looking at CDW cloud by the numbers, Sourcewell Members working with us benefit from:<br>2 of 50 global Google Cloud Fellows<br>250+ cloud engineers<br>5,000+ industry certifications<br>100+ industry awards<br>1,200+ cloud partners<br><br>The cloud offers convenience, flexibility, and agility. The complexities of cloud can lead to increased cost, decreased visibility, and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's cloud team empowers Sourcewell Members to adopt cloud-native best practices that help cut costs and innovate faster.<br><br>CDW helps customers achieve cloud goals following a four-step process of assess, design, orchestrate, and manage.<br>1. Assess. Dedicated Sourcewell Member account teams engage cloud engineers assess current IT environments, identify and prioritize goals, and explore possible vendor solutions to fit business needs.<br>2. Design. We customize a strategy that ensures cloud solutions continually evolve with the business. We also provide risk management methods to secure data, ensure business continuity, and put disaster recovery plans in place.<br>3. Orchestrate. We follow detailed implementation procedures for proper cloud migrations, including physical server migration, virtual server migration, database migration, physical-to-virtual server migration, server consolidation and enterprise applications.<br>4. Manage. We help reduce IT burdens on in-house teams and ensure business continuity by managing cloud solutions on high-performing data center ecosystems. We also enable accessible and on-demand provisioning and de-provisioning, reporting, and billing for cloud usage. |
| 87 | Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking; | ◉ Yes<br>○ No | Organizations have long turned to CDW to implement the best networking solutions, and the value of partnering with our team extends well beyond simplified procurement and savings.<br><br>The CDW Networking Practice assists customers at every stage of the journey through assessments and roadmap guidance, as well as vendor-focused workshops and jump-start services for the following areas:<br>Enterprise and data center networking<br>Software-defined WAN (SD-WAN)<br>Wireless networking and Wi-Fi 6<br>Network access control (NAC), segmentation and secure campus solutions<br><br>With more than 120,000 customer networking solutions completed in a 12-month period, CDW networking solution architects combine with almost 500 solution architects to support our sellers and their customers to:<br>Design. Our team of technology experts works with customers to plan an end-to-end solution that fits often unique needs and optimizes business impact.<br>Orchestrate. Comprehensive services help our customers build and deploy customized infrastructure that follows networking best practices.<br>Manage. Through a tiered support structure, our team can monitor and manage network complexities to ensure operational efficiency and security. |

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| 88 | Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and | (•) Yes ( ) No | We provide Sourcewell Members the strategy, architecture, and migration paths required for everything from complex database/data warehouse designs, data exploration and visualization, and data governance, to advanced analytics and machine learning — whether starting with introductory concepts or building and deploying production models.<br><br>CDW•G works with Sourcewell Members to define and implement an effective data strategy, modernizing data platforms, and implementing DataOps best practices for scalability and agility. We help customers create new data pipelines that can be leveraged for organizational insights, analytics, and visualization. Our experts prove Artificial Intelligence/Machine Learning (AI/ML) business value through minimum viable model (MVM) creation and implement online-ML pipelines for production deployments. Our data architects and ML experts provide rapid, innovative outcomes across data operations; data warehouse modernization; data pipelines; visualization and insights; AI/ML; big data; and contact center AI. |
| 89 | Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology. | (•) Yes ( ) No | CDW's Security Practice has the depth and breadth to support Sourcewell Members on their entire cybersecurity journey.<br>Security focus areas include:<br>Program Strategy and Operations, which offers strategy workshops and program initiation; technology bakeoffs and proofs of concept; zero trust assessments; and internal audit and IT audit services.<br>Cyber Resilience and Compliance, which includes privacy compliance (GDPR, CCPA); privacy maturity assessments; framework maturity assessments; full-scope PCI DSS services; HIPAA security, privacy, and risk; third-party risk management; and Cybersecurity Maturity Model Certification (CMMC) assessments.<br>Identity and Access Management (IAM), which includes rapid assessments and strategy; IAM implementation; user rights and access reviews; solution selection and bakeoff; SIEM deployment and configuration; managed IAM support; and white-glove managed identity.<br>Cloud and Application Security, which includes secure access service edge; cloud native controls; cloud security posture management; cloud workload protection; cloud native application protection platforms; cloud identity and entitlement management; and cloud security architecture.<br>Secure Infrastructure offerings, which include security architecture and design; physical security; next-generation firewall; endpoint protection; email and web security; intrusion detection and prevention; IoT device assessment and strategy; and managed firewall.<br>Skills and Training, which includes cyber workforce development; offensive and defensive security courses; cloud security courses; programming and development security operations courses; data science and analytics; and solution training.<br>Threat and Vulnerability offerings, which include penetration testing; blue/red team exercise; web app testing; threat/vulnerability platforms; endpoint detection and response; incident response; and managed scanning. |

## Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

| Line Item | Question | Response |
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| 90 | Describe how you help organizations with their zero-trust programs, if applicable. | CDW Security Services provide independent evaluations of your security posture and help you fortify your weaknesses. CDW's certified experts design comprehensive strategies and solutions for protection and response to all types of threats, both internal, external, virtual, and physical.<br><br>CDW•G, through Sourcewell's IT Managed Services and Staff Augmentation Solutions 071321•CDW contract, provides Sourcewell Members access to CDW•G's breadth and depth of security services and solutions.<br><br>Cybersecurity: Driven in part by guidance from both the Cybersecurity and Infrastructure Security Agency (CISA) and the National Institute for Standards and Technology (NIST), nearly 75 percent of security leaders are piloting, actively researching, or implementing zero-trust technology (IDG 2021 Security Priorities Study). CDW helps customers design and execute on multi-year zero-trust buildouts, leveraging existing technology while creating roadmaps to the next generation of solutions. From strategy to deployment and management, CDW offers customers a single-vendor solution to achieving zero-trust goals. CDW helps customers mature their cybersecurity program across five key domains – identity, device, application workload, and data – with full stack product and service capabilities. We serve as a strategic partner with technical, strategic, and executive advisors available to customers to help develop and fulfill roadmaps to align with leading security industry frameworks like those from CISA and NIST.<br><br>CDW's Security Practice has the depth and breadth to support the entire cybersecurity journey, making security an enabler, not an obstacle. With a full range of assessment, design, orchestration, and managed services, CDW helps customers mature and scale a security program that drives to objectives without slowing innovation.<br><br>Physical Security: As a comprehensive physical security integrator, CDW•G's Physical Security Solutions practice provides products, designing customized solutions and orchestrating the setup and integration of these solutions tailored to your organization's specific needs. Crafted with public sector customers in mind, this business-to-business offering ensures organizations receive the highest quality security solutions and services while benefiting from CDW•G's extensive expertise in the field.<br><br>CDW•G helps you mature and scale a physical security program that protects your people, property, and premises. Whether you need the latest VMS or analytics tool, expert advice on system integration, or a strategic partner, CDW•G has the best solution for your business.<br><br>Increasingly, the responsibility for upgrading, deploying, and managing physical security and video surveillance is being handed over to IT. CDW helps deploy, integrate, and manage physical security systems that improve safety and security – and find opportunities to enhance business operations through advanced analytics.<br><br>Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes. Now, IP-enabled video cameras enhanced with analytics and AI automatically detect and alert on incidents in real time and are used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video.<br><br>Modern access control systems – characterized as increasingly digital and IP-connected – allow customers to secure points of entry to facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises.<br><br>The proliferation of IoT devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D). CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of operations. |

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| 91 | Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable. | Cybersecurity solutions are delivered following CDW's proven methodology of Listen, Advise, Design, Orchestrate, and Manage and include Health Checks, Workshops, Deployments, and As-Is Migrations. These solutions support our customers' needs to assess, build, migrate and/or consolidate next-gen firewalls, network access controls, cloud security, and all content security solutions.<br><br>Our strategies and solutions follow the same goals of the NIST Cybersecurity Framework, which provides guidance for reducing cybersecurity risks by helping organizations to understand, assess, prioritize, and communicate about those risks and the actions that will reduce them.<br><br>With thoughtful acquisitions of Focal Point and Sirius, CDW is now the largest security integrator in North America and has been recognized with more than 150 vendor partnerships and more than 15 Partner of the Year Awards. A quick overview of our security practice reveals:<br>Program Strategy and Operations<br>85+ risk, governance, and strategy experts<br>Cyber Resilience and Compliance<br>35+ cyber security and advisory consultants<br>Identity and Access Management<br>110+ advisors, engineers, and architects<br>Cloud and Application Security<br>10+ cloud security specialists<br>Secure Infrastructure<br>60+ physical, network, and IR engineers and architects<br>Skills and Training<br>20+ workforce specialists<br>Threat and Innovation<br>65+ cyber defense experts |
| 92 | Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable. | CDW's security teams blend training and certifications from industry organizations, vendors, and CDW proprietary methodologies. Sample certifications include:<br><br>Industry<br>CISSP – Certified Information Systems Security Professional<br>CISA – Certified Information Systems Auditor<br>CIPP – Certified Information Privacy Professional<br>PCI QSA – PCI Qualified Security Assessor<br>CEH – Certified Ethical Hacker<br>PMP – Project Management Professional<br>CSM – Certified Scrum Master<br><br>Vendor<br>Cisco CCNPs and CCIEs<br>Splunk Certified Consultants and Enterprise Architects<br>AWS Cloud Security Architects<br>Microsoft Certified Systems Engineers<br>Palo Alto Certified Network Security Professionals<br>SailPoint Certified Engineers and Architects<br>Okta Certified Professionals, Administrators, and Architects<br>CyberArk Certified Delivery Engineers<br><br>CDW sponsors, supports, or aligns methodologies with the training and resources of the following standard-setting bodies:<br>CSA – Cloud Security Alliance<br>CISA – Cybersecurity and Infrastructure Security Agency<br>iapp – International Association of Privacy Professionals<br>IDSA – Identity Defined Security Alliance<br>IIA – The Institute of Internal Auditors<br>ISACA – Information Systems Audit and Control Association<br>(ISC)2 – International System Security Certification Consortium<br>NACD – National Association of Corporate Directors<br>NIST – National Institute of Security Standards<br>PCISSC – PCI Security Standards Council |

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| 93 | Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable. | At CDW, we understand the complexities of cloud can lead to increased cost, decreased visibility and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's Hybrid Cloud and Multicloud team empowers organizations to adopt cloud-native best practices. Whether hybrid or multi, private or public, we help Sourcewell Members define and reach their cloud vision and goals. Our flexible approach and extensive cloud solution options falls in line with the NIST definition of cloud computing, which calls for "a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction."<br><br>CDW's Hybrid Cloud and Multicloud practice provides multiple engagement models and delivery mechanisms, allowing Sourcewell Members to select the solution(s) that best suit their needs and digital priorities including:<br>Discovery: Identifies and documents your existing cloud and cloud-native infrastructure and software delivery lifecycle processes.<br>Assessment: Provides evaluations and remediation recommendations based on environment discovery, to meet and exceed cloud-native industry best practices for agile and secure workloads.<br>Design: Provides environment designs specific to your business requirements, and a prescriptive path for getting there.<br>Adoption: Provides education and implementation of the hands-on tools, platforms and processes needed for successfully adopting cloud-native patterns on public cloud or private infrastructure.<br>Strategy: Analyze your application business requirements and provide concrete recommendations for the improvements needed in process, culture, tools and/or people.<br>Proof of Concept: Assist in testing new cloud-native platforms, products and processes, and vet their compatibility in your cloud environments.<br>Implementation: Once vetted, our engineers will implement the designed solution.<br>Custom Development: Additional, non-standard requirements or requests can be proposed, tested, and implemented.<br>Support and Consistency: Ongoing review, support, and managed consistency services to proactively deliver guidance and management recommendations specific to your cloud environment. |
| 94 | Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable. | CDW's Hybrid Cloud and Multicloud team empowers Sourcewell Members to adopt cloud-native best practices. Whether hybrid or multi-, public or private, CDW helps customers define and reach their cloud vision. |

## Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments |
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| 95 | IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance; | ◉ Yes<br>○ No | Sourcewell Members working with CDW•G have access to all of their IT asset purchases through Rubi and the Rubi by CDW mobile app – CDW's trusted digital advisor for customers.<br><br>Rubi's Asset Hub displays technology assets in an easy-to-understand manner and helps reduce the time and effort to uncover emerging and urgent technology needs such as:<br>Visibility to all hardware and software purchased at CDW reducing the time and effort of manually tracking or waiting for a report from CDW.<br>Software expiration dates are based on the invoice date and the duration of the license or subscription. Other factors such as activation date may also play into the expiration.<br>Quick-glance summaries to identify technology that need immediate attention including software renewals, hardware age, and a consolidated snapshot of the entire product portfolio.<br>Proactive renewal notifications before technology, licenses, or subscriptions expire.<br>Filters to easily pinpoint asset groups or products by category, brand, age, and even estimated renewal dates.<br>Quick search for individual assets by serial number and CDW-applied asset tags.<br><br>CDW•G also offers a variety of IT Asset Management (ITAM) solutions including:<br>Project-Based Engagement: These engagements provide visibility into your license position for a specific publisher or set of publishers. Assessing real data, rather than relying on estimates, shows your decision-makers where the organization stands and builds a business case for implementing ITAM.<br>Maturity Assessment: Maturity assessments are designed to review your IT Asset Management policies, procedures, and tools, and provide you with a detailed outline of potential areas of risk for your business.<br>Ongoing ITAM Solutions: If you want to ensure consistent visibility into your IT assets, CDW can work with you to provide long-term guidance and customized ITAM support services to drive improvement throughout your ITAM journey.<br>Technology Solutions: Our partnerships with industry-leading vendors – including Certero, Flexera, ServiceNow, Snow, and Zylo – enable us to match Sourcewell Members with the technology solution that best fits their ITAM goals and environment. These solutions in turn deliver accurate inventory data using standardized platforms to empower better decision-making. |
| 96 | IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and, | ◉ Yes<br>○ No | Datacenter migrations and shutdowns are not a one-size-fits-all solution, as each customer and data center project have unique business requirements and processes. These business objectives drive the assessment, planning, and execution phases of CDW's Data Center Migration Services, helping to ensure effectiveness and minimize impact to business operations. Our Data Center team leverages experience and expertise to provide an overall solution designed to move or decommission workloads efficiently.<br><br>Offered as part of CDW Lifecycle Refresh Services, specific datacenter decommissioning services address planning and valuation, data shredding and wiping, de-racking, de-cabling, and de-powering and include:<br>Removal and safe disposal of retired assets<br>Field technicians for proper de-install<br>Packing and palletization assistance<br>Secure transport and chain of custody<br>Audit of assets with detailed reporting<br>Certified Data Erasure/Destruction services (NIST 800-88 Standard)<br>Electronics recycling |

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| 97 | IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting. | (•) Yes<br>( ) No | How We Work with our ITAD Partners<br><br>CDW ITAD Services help customers manage end-of-product-lifecycles and safely, securely, and cost-effectively dispose of old equipment. ITAD includes device wiping, removal, evaluation, and recycling. Proper ITAD involves completely wiping devices of sensitive data and environmentally responsible recycling and disposal of e-waste. ITAD helps shield customers from the inherent financial, legal, and environmental risks associated with IT equipment retirement and disposal. Working with their segment-specific, dedicated account teams, customers simply submit a request, and we initiate and oversee equipment removal, audit, test, and wipe for all devices. On completion, customers receive a complete, detailed report that includes a buyback rebate on your CDW•G account for any devices of value.<br><br>CDW ITAD Services accepts servers, networking equipment, storage devices, laptops, desktops, displays, printers, Chromebooks, smartphones, and tablets.<br><br>A Full Lifecycle Refresh Solution<br><br>CDW Lifecycle Refresh Services eliminate the risk in disposing of old IT equipment.<br>Our ITAD Services include:<br>Removal and safe disposal of retired assets<br>Field technicians for proper de-install<br>Packing and palletization assistance<br>Secure transport and chain of custody<br>Audit of assets with detailed reporting<br>Certified Data Erasure/Destruction services (NIST 800-88 Standard)<br>Electronics recycling |

## Table 17B: Category 3 - Industry Specific Questions

Table 17B: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

| Line Item | Question | Response |
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| 98 | Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum. | International Organization for Standardization (ISO) certified since 2001, CDW has a mature, well-defined Quality Management Systems that include continued compliance to the following relevant ISO Standards:<br><br>ISO 9001 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers.<br>ISO 14001 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area.<br><br>In addition, our delivery partners also hold NAID AAA, e-Stewards, and i-SIGMA certifications. |
| 99 | Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88. | As part of compliance with government and industry requirements, CDW•G adheres to various standards which includes NIST Special Publication 800-88 (NIST SP 800-88), Guidelines for Media Sanitization. |

## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - CDW_Financial Strength and Stability.pdf - Sunday December 17, 2023 10:38:44
- Marketing Plan/Samples - CDW_Marketing Plan Samples.pdf - Sunday December 17, 2023 10:40:58
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions - CDW_Requested Exceptions.pdf - Monday December 18, 2023 11:19:14
- Upload Additional Document - CDW_Upload Additional Documents.pdf - Monday December 18, 2023 10:41:10
- Pricing - Category 1 - CDW US and Canada Pricing Category 1.xlsx - Sunday December 17, 2023 10:43:49
- Pricing - Category 2 (optional)
- Pricing - Category 3 (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Hutchins, VP, Strategic Programs, CDW Government LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_17_Technology_Products_and_Services** Tue December 12 2023 03:16 PM | ☑ | 6 |
| **Addendum_16_Technology_Products_and_Services** Thu December 7 2023 03:22 PM | ☑ | 1 |
| **Addendum_15_Technology_Products_and_Services** Wed December 6 2023 04:12 PM | ☑ | 4 |
| **Addendum_14_Technology_Products_and_Services** Tue December 5 2023 07:50 AM | ☑ | 2 |
| **Addendum_13_Technology_Products_and_Services** Fri December 1 2023 01:49 PM | ☑ | 3 |
| **Addendum_12_Technology_Products_and_Services** Thu November 30 2023 02:56 PM | ☑ | 2 |
| **Addendum_11_Technology_Products_and_Services** Tue November 28 2023 02:59 PM | ☑ | 1 |
| **Addendum_10_Technology_Products_and_Services** Mon November 27 2023 02:37 PM | ☑ | 3 |
| **Addendum_9_Technology_Products_and_Services** Wed November 22 2023 09:01 AM | ☑ | 1 |
| **Addendum_8_Technology_Products_and_Services** Mon November 20 2023 04:30 PM | ☑ | 2 |
| **Addendum_7_Technology_Products_and_Services** Wed November 15 2023 03:37 PM | ☑ | 4 |
| **Addendum_6_Technology_Products_and_Services** Thu November 9 2023 03:02 PM | ☑ | 2 |
| **Addendum_5_Technology_Products_and_Services** Wed November 8 2023 03:28 PM | ☑ | 2 |
| **Addendum_4_Technology_Products_and_Services** Tue November 7 2023 02:33 PM | ☑ | 3 |
| **Addendum_3_Technology_Products_and_Services** Fri November 3 2023 02:06 PM | ☑ | 2 |
| **Addendum_2_Technology_Products_and_Services** Thu November 2 2023 03:08 PM | ☑ | 1 |
| **Addendum_1_Technology_Products_and_Services** Tue October 31 2023 03:29 PM | ☑ | 1 |

# RFP #121923
# REQUEST FOR PROPOSALS
# for
# Technology Products and Services with Related Solutions

## Proposal Due Date: December 19, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Technology Products and Services with Related Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

### SOLICITATION SCHEDULE

| | |
|---|---|
| Public Notice of RFP Published: | October 31, 2023 |
| Pre-proposal Conference: | November 28, 2023, 10:00 a.m., Central Time |
| Question Submission Deadline: | December 11, 2023, 4:30 p.m., Central Time |
| **Proposal Due Date:** | December 19, 2023, 4:30 p.m., Central Time<br>Late responses will not be considered. |
| Opening: | December 19, 2023, 4:30 p.m., Central Time<br>See RFP Section V.G. "Opening" |

## I. ABOUT SOURCEWELL

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities[1];
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

[1] Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

## II. SOLICITATION DETAILS

### A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Technology Products and Services with Related Solutions. Awards under this solicitation for Technology Products and Services with Related Solutions will be in three (3) categories. Proposers submitting a proposal in Category 1 as defined herein must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 as defined herein must include at least one solution offered within the scope of the desired Category.

Category 1: Technology Products and Services with Related Solutions, such as:

a. Computer hardware, including desktops, laptops, tablets, and related devices;

b. Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;

c. Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;

d. Software related to the purchase of the equipment described in Section 1a. - c. above;

e. Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Section 1 a.- d. above; and

f. Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3 below.

Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases for

solutions defined in Category 1. The catalog must be designed to populate with the Sourcewell and Sourcewell Participating Entities pricing offered by the proposer. Alternate forms of transaction (e.g., PO and invoice transactions) are a permissible ancillary service method.

Category 2: Security, Cloud, Network, and Data Services with Related Solutions, including, but not limited to:

a. Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;

b. Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control, video management, and managed physical security services;

c. Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;

d. Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;

e. Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and

f. Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.

Proposers may include related equipment, accessories, and technology to the extent that these solutions are ancillary or complementary to the services and solutions being proposed in Category 2 above.

The primary focus of Category 2 is on security, cloud, network, and data services. This category should NOT be construed to include:

a. Products or accessories-only solutions
b. Software-as-a-Service (SaaS)-only solutions
c. Staff Augmention

Category 3: IT Lifecycle Services, such as:

a. IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;

b. IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,

c. IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.

Proposers may include related equipment, software, technology, accessories, and services to the extent that these solutions are ancillary or complementary to the services being proposed in Category 3 above.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. Communications Technology Consulting Services (RFP #072822) with the exception of those ancillary or complementary to Categories 1-3 above.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $1.5 Billion for Category 1, $500 Million for Category 2, and $50 Million for Category 3. Therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force

or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Proposers including solutions offered within the scope of Categories 1, 2, and 3 within its singular proposal must designate they are seeking award in Category 1 in the Sourcewell Procurement Portal. Proposers seeking award in Category 2 and/or 3 as defined herein must make that designation in the Sourcewell Procurement Portal. Proposers may only receive an award within the Category(-ies) they designate. Sourcewell reserves the right to re-categorize any designation as it deems appropriate.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

## III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell,

and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.

2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

## IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

## V. RFP PROCESS

### A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

### B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

### C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

## VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
  - A comprehensive selection of the requested equipment, products, or services;

- A sales and service network ensuring availability and coverage for Participating Entities' use; and
- Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) in each category whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

| | |
|---|---|
| Conformance to RFP Requirements | 50 |
| Financial Viability and Marketplace Success | 75 |
| Ability to Sell and Deliver Service | 100 |
| Marketing Plan | 50 |
| Value Added Attributes | 75 |
| Warranty and Performance Standards or Guarantees | 50 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 |
| Pricing | 400 |
| **TOTAL POINTS** | **1000** |

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;

- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data

submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

10/31/2023

Addendum No. 1
Solicitation Number: RFP 121923
Solicitation Name: Technology Products and Services with Related Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

If we have already submitted for an RFP, can and should we submit for this as well?

**Answer 1:**

The Sourcewell RFP is an open and competitive solicitation process, and each RFP is an opportunity independent of any other prior, current, or future RFP. Each proposer, in its discretion, will propose the equipment, products, or services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

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End of Addendum

Acknowledgement of this Addendum to RFP 121923 posted to the Sourcewell Procurement Portal on 10/31/2023, is required at the time of proposal submittal.

11/02/2023

Addendum No. 2
Solicitation Number: RFP 121923
Solicitation Name: Technology Products and Services with Related Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

If we were awarded under a different RFP, does this RFP replace that or will there be another RFP for Technology Products and Services with Related Solutions?

**Answer 1:**

The Sourcewell RFP is an open and competitive solicitation process, and each RFP is an opportunity independent of any other prior, current, or future RFP. Each proposer, in its discretion, will propose the equipment, products, or services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

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End of Addendum

Acknowledgement of this Addendum to RFP 121923 posted to the Sourcewell Procurement Portal on 11/02/2023, is required at the time of proposal submittal.

11/03/2023

Addendum No. 3
Solicitation Number: RFP 121923
Solicitation Name: Technology Products and Services with Related Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

On pg. 3 of the RFP, it states that Sourcewell's contracts are available for use by Canadian entities including provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies. However, the link provided below this section indicates that Sourcewell's Canadian Participating Entities do not currently include various provincial governments, e.g., Government of Ontario. Can you please clarify this issue?

**Answer 1:**

RFP Section I. B. – Use of Resulting Contracts, identifies various types of entities eligible to participate in Sourcewell membership and to utilize resulting contracts. It is left to the discretion of any particular entity to elect to become a Sourcewell participating entity and utilize Sourcewell's contracts.

**Question 2:**

Can Sourcewell please clarify the limitations that may apply to its Canadian Participating Entities for contracting at values exceeding a certain threshold, e.g., above which the RFP cannot be used?

**Answer 2:**

Sourcewell facilitates a competitive solicitation and award process throughout North America to meet the needs and expectations of participating entities. Acceptance and use always comes down to local policy and interpretation.

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End of Addendum

Acknowledgement of this Addendum to RFP 121923 posted to the Sourcewell Procurement Portal on 11/03/2023, is required at the time of proposal submittal.

11/07/2023

Addendum No. 4
Solicitation Number: RFP 121923
Solicitation Name: Technology Products and Services with Related Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Our company does not have an e-commerce site and we wanted to know if we can respond to only section 2 of the RFP. For example, my company would like to respond only to the services portion for this RFP.

**Answer 1:**

Having an e-commerce site is a requirement for Category 1. Proposers wishing to respond to Category 2 or 3 do not have that requirement.

**Question 2:**

The RFP states Sourcewell is a service cooperative open to eligible federal, state/province, and municipal government entities, higher education, K12, nonprofit, tribal government, and other public entities located in the US and Canada. Is a Sourcewell contract holder required to sell to all eligible Sourcewell entities in the US and Canada as noted in the RFP?

**Answer 2:**

A proposer is not required to sell to all participating entities located in the US and Canada to be considered for award. Each proposer is expected to complete the table in Step 1, entitled "Ability to Sell and Service" describing their ability to serve Sourcewell

members in the United States and Canada. Proposals are evaluated based on the criteria stated in the RFP.

**Question 3:**

Page 4 of the RFP states: Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases for solutions defined in Category 1.

Is requesting quotes from us (instead of purchasing directly on a website) an acceptable purchasing process for the Sourcewell bid?

**Answer 3:**

Having an e-commerce site that allows for purchases is a requirement for Category 1. Refer to RFP Section II. B. 1. – Category 1: "Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases for solutions defined in Category 1. The catalog must be designed to populate with the Sourcewell and Sourcewell Participating Entities pricing offered by the proposer. Alternate forms of transaction (e.g., PO and invoice transactions) are a permissible ancillary service method."

**Question 4:**

Page 9 of the RFP states: The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

How do we know if the admin fee for this contract is 1% or 2%?

**Answer 4:**

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

**Question 5:**

Will our RFP provided pricing be available only behind a paywall or will it be made public?

**Answer 5:**

Refer to RFP Section VI. E. - Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable public data laws.

**Question 6:**

Under Category 1 it states Proposers responding to Category 1 must offer a complete electronic catalog system. If we do not have an online marketplace, are we excluded on providing any hardware pricing?

**Answer 6:**

See Question 1, Answer 1.

**Question 7:**

Under Category 2, on services that require hardware, does it have to be a hardware sale? Do we price it as a service?

**Answer 7:**

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

**Question 8:**

If we do not bid on Category 1 but bid on Category 2 which may include hardware from Category 1, will we be able to fulfill the request?

**Answer 8:**

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

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End of Addendum

Acknowledgement of this Addendum to RFP 121923 posted to the Sourcewell Procurement Portal on 11/07/2023, is required at the time of proposal submittal.

Sourcewell

11/08/2023

Addendum No. 5
Solicitation Number: RFP 121923
Solicitation Name: Technology Products and Services with Related Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

How many proposer(s) are expected to be awarded for Category 1?

**Answer 1:**

Refer to RFP Section VI. A. – Evaluation, "It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers...The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities."

**Question 2:**

Can the pre-proposal conference be moved to November 17, 2023?

**Answer 2:**

The pre-proposal conference will be held on November 28, 2023, at 10:00am Central Time. The pre-proposal conference is recorded, and a link will be sent to all registered suppliers.

**Question 3:**

With other GPO like RFXs we typically see standardized Pricing Tables with proposed items / SKUs in an Excel file format. Please provide guidance on how Proponents should specifically submit Pricing Attachments and how that provides for a fair and consistent evaluation of all submissions.

**Answer 3:**

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. The pricing scores are arrived at by reviewing attributes including stated discounts, the value to the participating entity, clarity, and ease of use of the proposed pricing. Proposals are evaluated based on the criteria stated in the RFP.

**Question 4:**

The Main RFP document states an estimated TCV of USD $1.5 Billion for Category 1, $500 Million for Category 2, and $50 Million for Category 3. This of course includes US and Canada financials. The Canadian and US market have several key differences in structure as well as Proponents that contribute to taxpayer based Public Sector funding. Please provide details on the size and scope of the Canadian only business through Canoe Sourcewell and explain if the Scoring and Awards would be independent for each Country - Public Sector Marketplace.

**Answer 4:**

The RFP anticipated volume is an estimate based on past volumes of similar Sourcewell contracts. It is an estimate only, and no sales or sales volume are guaranteed. There is no separate estimate of Canadian volume or percentage estimates by geographic region.

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End of Addendum

Acknowledgement of this Addendum to RFP 121923 posted to the Sourcewell Procurement Portal on 11/08/2023, is required at the time of proposal submittal.

11/9/2023

Addendum No. 6
Solicitation Number: RFP 121923
Solicitation Name: Technology Products and Services with Related Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Table 15A includes questions 74 through 79; however, questions 77 and 78 appear to reference an older version with different numbering. Specifically, Q77 addresses 'software related to the purchase of the equipment described in Lines 72 -74 above' which should read Lines 74 – 76. Further Q78 addresses 'Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 72 – 75 above' which should read lines 77.

Will Sourcewell release an updated Table 15A to reflect updated line numbers?

**Answer 1:**

Table 15A has been corrected and is available in the Sourcewell Procurement Portal.

**Question 2:**

Pricing (RFP Section III, A. Requirements, 1 – page 8) is directed as either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these. Sourcewell goes on to define Percentage Discount from Catalog or Category as 'based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services.' Will Sourcewell include an additional definition of percentage discount from a catalog or list price defined as 'that price that is publicly available and verifiable such as a company web-based, nationally advertised price as defined on company's website for products or services?'

**Answer 2:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Section III. – Pricing. Proposals are evaluated based on the criteria stated in the RFP.

**Question 3:**

Regarding Table 3: Industry Recognition & Marketplace Success, Line item #22, can you please clarify if bidders should provide an aggregate total of the sales volume or separate figures for each of the three years' annual sales volume?

**Answer 3:**

It is left to the discretion of each proposer to determine the information and documentation necessary to best demonstrate their Financial, Industry and Marketplace Success and satisfy all the requirements included in the questionnaire tables.

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End of Addendum

Acknowledgement of this Addendum to RFP 121923 posted to the Sourcewell Procurement Portal on 11/9/2023, is required at the time of proposal submittal.

Sourcewell

11/15/2023

Addendum No. 7
Solicitation Number: RFP 121923
Solicitation Name: Technology Products and Services with Related Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

We are a provider of on-prem and SaaS solutions with accompanying services. We are trying to determine if our solutions would be eligible for this RFP. For Category 2, the RFP states that it includes but is not limited to: Cloud, such as...Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions. But later states that Category 2 should NOT include Software-as-a-Service (SaaS)-only solutions. How are you defining the difference between these two? Is the latter implying an offering without any accompanying services?

**Answer 1:**

The primary focus of Category 2 is on security, cloud, network, and data services. This category should NOT be construed to include: Software-as-a-Service (SaaS)-only solutions. Proposers that provide only those solutions will be deemed out of scope.

**Question 2:**

Will we have an enrollment form with the end user once the Purchase Order is received? The enrollment form will include terms and conditions that spells out billing with the end user, indemnification etc.

**Answer 2:**

Refer to Sourcewell contract template Section 6. B. – Additional Terms and Conditions/Participating Addendum. "Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. ... Any

negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract."

**Question 3:**

The contract that was included in the RFP, does it govern the relationship between Sourcewell and the vendor?

**Answer 3:**

Yes, refer to the template contract.

**Question 4:**

If we propose changes to the contract, can we provide an addendum or do we need to redline the Contract Template?

**Answer 4:**

Refer to Table 18: Exceptions to Terms, Conditions, or Specifications Form for directions on how to submit redline requested modifications to the contract.

**Question 5:**

Specifications, Table 3: Industry Recognition & Marketplace Success, Items 20 and 21: If a respondent can provide the total sales for the U.S. for the past three years as a Manufacturer since that information is available publicly, but is not able to provide the exact percentage of Government or Education sales, will the respondent be disqualified?

**Answer 5:**

It is left to the discretion of each proposer to determine the content and format of the data and documentation that best represents their proposal. Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

**Question 6:**

Specifications, Table 3: Industry Recognition & Marketplace Success, Items 22 and 23: This section indicates that the annual sales volume for each contract needs to be disclosed. If a Manufacturer is not allowed to disclose the annual sales revenue for contracts without the express permission of the Lead State, GSA or Procurement official managing the contract for that State or Federal agency, can a manufacturer meet this requirement by providing Sourcewell the Procurement official's contact name and phone or email that is publicly available so Sourcewell can obtain this information?

**Answer 6:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their past marketplace success and their ability to serve Sourcewell participating entities. Proposals are evaluated based on the criteria stated in the RFP.

**Question 7:**

Specifications, Table 5: Top Five Government or Education Customers: This section requests the top 5 customers for the respondent for government, education or non-profit. If a Manufacturer respondent instead provides the Top Five Government or Education customers willing to provide a reference will that meet this requirement since the Respondent cannot provide information on a specific customer without their express permission for a bid that will be disclosed publicly under the Open Records Act or Freedom of Information Act?

**Answer 7:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their past marketplace success and their ability to serve Sourcewell participating entities. Proposers are not required to provide entity names when demonstrating their past marketplace.

**Question 8:**

Specifications, Table 6: Ability to Sell and Deliver Service, Item 35: Can Sourcewell please define 'U.S. Territories'?

**Answer 8:**

The US territories are American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands.

**Question 9:**

Specifications, Table 11: Pricing and Delivery, Item 59: If a respondent is providing guaranteed discounts by category, is a Price list by line item still required?

**Answer 9:**

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 121923 posted to the Sourcewell Procurement Portal on 11/15/2023, is required at the time of proposal submittal.

11/20/2023

Addendum No. 8
Solicitation Number: RFP 121923
Solicitation Name: Technology Products and Services with Related Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Can Sourcewell confirm how a respondent would submit confidential information?

**Answer 1:**

RFP Section VI. E. - Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591.

**Question 2:**

There is no list of what is being procured. How do we know what to offer? who is procuring what product and quantity?

**Answer 2:**

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities. A proposer can propose its entire line of equipment, products, and services falling within the requested equipment, products, and services as described in the RFP.

**Question 3:**

RFP_121923_Technology_Products.pdf file, Section IV. Contract; Table 18: Exceptions to Terms, Conditions, or Specifications Form; and Addendum 7, Answer to Question 4: Section IV. Contract of the RFP file states, 'To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal.' However, Table 18: Exceptions to Terms, Conditions, or Specifications Form states, 'a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided'.

Also, in Addendum 7, Answer to Question 4, it states, 'Refer to Table 18: Exceptions to Terms, Conditions, or Specifications Form for directions on how to submit redline requested modifications to the contract.'

To make it easier for Sourcewell to review, can Bidders only provide a redlined version of the Contract Template in lieu of providing a table with each exception listed?

**Answer 3:**

To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract. In Table 18, the proposer only needs to acknowledge whether they have proposed exceptions or modifications.

Question 4:

Addendum 7, Answer to Question 4: In Addendum 7, Answer to Question 4, it states, 'Refer to Table 18: Exceptions to Terms, Conditions, or Specifications Form for directions on how to submit redline requested modifications to the contract.'

Does that mean that no separate Exception Table is needed and that Table 18 instruction providing a redline to the Contract Template is all that is required?

**Answer 4:**

Refer to answer #3 above.

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End of Addendum

Acknowledgement of this Addendum to RFP 121923 posted to the Sourcewell Procurement Portal on 11/20/2023, is required at the time of proposal submittal.

11/22/2023

Addendum No. 9
Solicitation Number: RFP 121923
Solicitation Name: Technology Products and Services with Related Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Q17, Q92

Question 17 requests "licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP."
and

Question 92 requests "list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable."
Is Sourcewell seeking company licenses and certifications, employee licenses and certifications or both?

**Answer 1:**

Refer to template contract Section 19. – Compliance. It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell participating entities. In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. The solicitation is a competitive process and proposals are evaluated on the content submitted.

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End of Addendum

Acknowledgement of this Addendum to RFP 121923 posted to the Sourcewell Procurement Portal on 11/22/2023, is required at the time of proposal submittal.

11/27/2023

Addendum No. 10
Solicitation Number: RFP 121923
Solicitation Name: Technology Products and Services with Related Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

If our company is only submitting for category 3 how should we fill in Tables 14B, 15A, 15B, 16A, and16B?

**Answer 1:**

Proposers only need to respond to the Categories where they are proposing solutions.

**Question 2:**

We would like the meeting instructions for RFP #121923 Technology Products and Services with Related Solutions.

**Answer 2:**

The pre-proposal conference login instructions are available in the Documents section of the Sourcewell Procurement Portal and will also be emailed 2 business days prior.

**Question 3:**

In Table 8 Question 44 of the response form, the prompt requests to describe any Woman or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications. If a company has certain MBE designations in the form of joint ventures, can they list those in this section without needing to submit the entire proposal as a joint venture?

**Answer 3:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the content and format of the data that best represents their proposal and best demonstrates their ability to serve Sourcewell participating entities. The solicitation is a competitive process and proposals are evaluated on the content submitted.

**Question 4:**

How is MBE designation/participation evaluated as part of the proposal scoring?

**Answer 4:**

All proposals are evaluated based on the criteria stated in the RFP. Additional guidance can be found in the "Sourcewell Evaluator Scoring Guide" found on the "Bids Homepage" in the Resource Materials section of the Sourcewell Procurement Portal. MBE designation and participation is located in the Value-Added Attribute section of the Questionnaire tables.

**Question 5:**

In Table 8 Question 44 of the response form, the prompt requests companies describe hub partners that have been obtained. Please define -hub partner- in this context.

**Answer 5:**

"HUB" is an acronym for historically underutilized business.

**Question 6:**

Table 11 Question 59 requests detailed pricing data on all items companies want Sourcewell to consider. Please clarify - for a services company, what kind of pricing data would be acceptable to respond to this question? Ex: Would GSA rates be acceptable proof points?

**Answer 6:**

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

**Question 7:**

Are services companies required to respond to Table 9A (manufacturer warranty program)?

**Answer 7:**

Refer to the general instructions found in the header to Table 1, in Step 1 of the RFP Questionnaire. "General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation)."

**Question 8:**

Table 6 Question 27 asks for a company's dealer network or distribution methods. Please define -dealer network- as applicable to services companies.

**Answer 8:**

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – "... If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract." It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell Participating Entities and satisfy all the requirements of the RFP and the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.
For additional detail on the requirement for awarded suppliers with respect to distributor/dealer networks, refer to Sourcewell Contract Template Section 2. C. – Dealers, Distributors, and/or Resellers.

**Question 9:**

We are asking you to postpone the submission date to at least January 19, 2024.

**Answer 9:**

With the availability of the Sourcewell Procurement Portal allowing for 24/7 remote access, an extension is not anticipated.

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End of Addendum

Acknowledgement of this Addendum to RFP 121923 posted to the Sourcewell Procurement Portal on 11/27/2023, is required at the time of proposal submittal.

11/28/2023

Addendum No. 11
Solicitation Number: RFP 121923
Solicitation Name: Technology Products and Services with Related Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Would Sourcewell please advise on how proposers who are offering multiple services under one category should respond to the solicitation? For example, under Category 2, if a proposer is submitting cybersecurity services and cloud services, is it acceptable for that proposer to submit one proposal to provide both services?

**Answer 1:**

Refer to RFP Section II. G. – Additional Considerations. Proposers may only submit one response. All offered solutions should be incorporated into that one response.

**Question 2:**

How can we verify the exact number of characters that are allowed in the narrative fields in Step 1?

**Answer 2:**

The character limit for the data entry fields is 32,000 characters.

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End of Addendum

Acknowledgement of this Addendum to RFP 121923 posted to the Sourcewell Procurement Portal on 11/28/2023, is required at the time of proposal submittal.

11/30/2023

Addendum No. 12

Solicitation Number: RFP 121923
Solicitation Name: Technology Products and Services with Related Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

As we are currently working through the development of the Category 2 services solutions we will be submitting in our response, we are also wondering what the process would be for adding additional solutions in the future, presuming that we are indeed named as an authorized reseller per Sourcewell's initial review of our response. The thinking here is that it would be best for us to submit our "fully baked" solutions now, and then look to add others later, as those are more completely developed. Thanks for your guidance in this regard.

**Answer 1:**

Section 4, Product and Pricing Change Requests of the Contract Template is applicable once a supplier has a contract and needs to change pricing or add or subtract products from the initial proposed offering within the scope of the original RFP.

**Question 2:**

Could Sourcewell please clarify the way information that is a Trade Secret is supposed to be submitted? For example, would Sourcewell like us to put the word Trade Secret in the text box in the portal, and provide a document with that information redacted in the documents upload section?

**Answer 2:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell members and that they are willing to include. The solicitation is a competitive process and proposals are

evaluated on the content submitted. Sourcewell is subject to the Minnesota Government Data Practices Act and will not execute a non-disclosure agreement for a proposer. Reference Section VI. E. of the Sourcewell RFP.

**Question 3:**

In the ever changing landscape of cybersecurity, there are continuous updates to services that are provided for new threats. Is there a process Sourcewell follows for updating services offered to an awarded cooperative contract? If so, could Sourcewell provide the process?

**Answer 3:**

See Answer #1 above.

**Question 4:**

What is the approximate contract value of category 3? How did you calculate that value? Are there current members requesting specific lifecycle services (outside of those offered by vendor currently on the IT contract)? If so, can you describe the scope of opportunities those members have?

**Answer 4:**

Refer to RFP Section II. E. – Estimated Contract Value and Usage, "...the estimated annual value of Category 3 transactions from contracts resulting from this RFP are anticipated to be USD $50 Million." The RFP anticipated volume is an estimate based on past volumes of similar contracts. It is an estimate only, and no sales or sales volume are guaranteed.

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End of Addendum

Acknowledgement of this Addendum to RFP 121923 posted to the Sourcewell Procurement Portal on 11/30/2023, is required at the time of proposal submittal.

12/01/2023

Addendum No. 13
Solicitation Number: RFP 121923
Solicitation Name: Technology Products and Services with Related Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Table 9B - Can you further define specifically what services you are referring to in questions 53 and 54?

**Answer 1:**

Performance standards allow a proposer to describe any minimum or targeted performance standards applicable to their proposed solutions. Service standards allow a proposer to describe any service standards supporting their proposed solutions. Table 9B, Line items 53 and 54 provides examples of service standards or guarantees such as policies, metrics, or KPIs.

**Question 2:**

Can the state of Alabama utilize this contract?

**Answer 2:**

Refer to RFP Section I. A. Sourcewell – "Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada." Acceptance and use comes down to local policy and interpretation of the agency.

**Question 3:**

'At times Sourcewell also partners with other cooperatives'
Please provide examples of other cooperatives you have partnered with or are currently in partnership with.

**Answer 3:**

As stated in RFP Section I. A., "At times, Sourcewell also partners with other purchasing cooperatives...expanding the reach of contracted vendors' potential pool of end users." However, regarding this RFP, Sourcewell has not partnered with another purchasing cooperative to co-solicit this opportunity. Each RFP is an independent opportunity of any other prior, current or future RFPs.

**Question 4:**

Are there other state governments, in addition to Minnesota and Hawaii who currently buy from this contact? Are there any states that have explicitly stated they will not purchase from this contract?

**Answer 4:**

Many state agencies utilize Sourcewell contracts. Acceptance and use comes down to local policy and interpretation of the agency.

**Question 5:**

Please clarify the administrative fee for this contract, for each category. Please elaborate on the flat fee. Our assumption is that all vendors awarded would be paying the same fees to Sourcewell, is that correct?

**Answer 5:**

Refer to Addendum 4, Answer 4.

**Question 6:**

Is the admin fee of 1-2% collected on only contracted deals sold in the 5-county service area of Minnesota (Cass, Crow Wing, Morrison, Todd and Wadena counties)?

**Answer 6:**

The administration fee applies to all sales that result from Sourcewell contracts regardless of location.

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End of Addendum

Acknowledgement of this Addendum to RFP 121923 posted to the Sourcewell Procurement Portal on 12/01/2023, is required at the time of proposal submittal.

12/5/2023

Addendum No. 14
Solicitation Number: RFP 121923
Solicitation Name: Technology Products and Services with Related Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Is a CAGE code required to submit a response?

**Answer 1:**

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for or awarded a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP. Refer to the General Instructions above Questionnaire Table 1. Respond "N/A" if a question does not apply (preferably with an explanation).

**Question 2:**

Addendum 13 shows that it has 13 pages count next to download tab. when I downloaded it shows only 3 pages. If it more than 3 pages please update the system.

**Answer 2:**

The Sourcewell Procurement Portal has been updated to reflect 3 pages for Addendum 13.

**Question 3:**

Page 5, section Category 2c states Software as a Service (SaaS) is included. Further in the section, verbiage states This category should NOT be construed to include: b. Software-as-a-Service (SaaS)-only solutions. Question: What are SaaS only solutions?

**Answer 3:**

Sourcewell defines SaaS-only solutions as software-only solutions which are hosted in the cloud. Sourcewell is seeking more comprehensive cloud solutions which may include cloud strategy, design, migration, deployment, managed cloud, PaaS, or IaaS solutions.

**Question 4:**

If I understand correctly, an e-commerce site is required if we bid on category 1. May I ask why is there an upload option in Documents for the pricing table? Are we supposed to upload the entire catalog?

**Answer 4:**
In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

---

End of Addendum

Acknowledgement of this Addendum to RFP 121923 posted to the Sourcewell Procurement Portal on 12/5/2023, is required at the time of proposal submittal.

12/6/2023

Addendum No. 15
Solicitation Number: RFP 121923
Solicitation Name: Technology Products and Services with Related Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Could Sourcewell confirm if vendors can submit hourly rates for Category 2 as no specific scope of work is mentioned to determine project pricing?

**Answer 1:**

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Section III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

**Question 2:**

Can vendors provide remote and offshore candidates?

**Answer 2:**

It is left to the discretion of each proposer to determine the information and documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

**Question 3:**

Are vendors allowed to work from offshore, considering a more competitive rate as compared to onshore?

**Answer 3:**

The Sourcewell RFP is an open and competitive solicitation process. Sourcewell does not restrict a proposer's ability to submit a proposal based on their physical location. It is

left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell participating entities. Proposals are evaluated based on the criteria stated in the RFP.

**Question 4:**

Can firms provide job titles as pricing for the services they are bidding on?

**Answer 4:**

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Section III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

**Question 5:**

Can firms provide commercial experience in Table 5?

**Answer 5:**

Refer to the instructions for Table 5 – Line Item 25: "Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years."

**Question 6:**

Can bidders use electronic signatures?

**Answer 6:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to articulate its capabilities in the manner that best aligns with their business methods.

**Question 7:**

Should firms provide a License to do Business for Sourcewell or the State of Minnesota alongside the response?

**Answer 7:**

Refer to Section 19 of the Sourcewell contract template regarding legal, regulatory, and licensure requirements. Proposers are solely responsible for acquiring any licenses to do business in the areas they propose to serve Sourcewell participating entities.

**Question 8:**

Do bidders have to provide a Good Standing Certificate with the response?

**Answer 8:**

Each proposer, in its discretion, will determine the documentation necessary to best demonstrate its ability to serve Sourcewell participating entities and fulfill the requirements set forth in the RFP. A Certificate of Good Standing is not a mandatory submittal requirement for submitting a proposal for this solicitation.

**Question 9:**

Is subcontracting required for bidding in this proposal? If so, what is the set-aside goal?

**Answer 9:**

Subcontracting is not a requirement for submitting a proposal. If a proposer intends to include subcontractors as part of its proposal refer to RFP Section II. B. – Requested Equipment, Products, or Services – "... If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract." It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell Participating Entities and satisfy all the requirements of the RFP and the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

**Question 10:**

What does Sourcewell expect from bidders to attach in the 'Upload Additional Document' section of the portal?

**Answer 10:**

Proposers may use the upload option in Step 2 of the proposal submission process to attach relevant supporting materials the proposer chooses to include with the proposal.

**Question 11:**

Is there a particular format regarding font, size, color, margins or structure for the attachments required from the bidders in Step 2-Documents?

**Answer 11:**

Refer to the instructions at the top of the page in Step 2 for additional guidance. PDF format is preferred, but Word, and Excel, or other compatible formats may be provided.

**Question 12:**

Should firms provide Certificates of Insurance with their response?

**Answer 12:**

Each proposer, in its discretion, will determine the documentation necessary to best demonstrate its ability to serve Sourcewell participating entities and fulfill the requirements set forth in the RFP. A Certificate of Insurance is not a mandatory submittal requirement for submitting a proposal for this solicitation.

**Question 13:**

Is there any SDVMBE/WBE/HUB participation goal for this bid?

**Answer 13:**

Sourcewell has not identified a specific socioeconomic goal for this solicitation. However, proposers may describe any socioeconomic certifications their company or hub partners have attained in Table 8, "Value-Added Attributes." Proposals are evaluated based on the criteria stated in the RFP.

**Question 14:**

Can firms utilize an Excel sheet to provide hourly rates for the service requested in Category 2?

**Answer 14:**

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Section III. - Pricing. Proposers may use the upload fields in Step 2 of the proposal submission process to attach documents that the proposer chooses to include with the proposal. Proposals are evaluated based on the criteria stated in the RFP.

---

End of Addendum

Acknowledgement of this Addendum to RFP 121923 posted to the Sourcewell Procurement Portal on 12/6/2023, is required at the time of proposal submittal.

12/7/2023

Addendum No. 16
Solicitation Number: RFP 121923
Solicitation Name: Technology Products and Services with Related Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Can the bidders make use of commercial references for table number 4?

**Answer 1:**

Refer to the instructions for Table 4 – Line Item 24: "Supply reference information from three customers who are eligible to be Sourcewell participating entities".

---

End of Addendum

Acknowledgement of this Addendum to RFP 121923 posted to the Sourcewell Procurement Portal on 12/7/2023, is required at the time of proposal submittal.

12/12/2023

Addendum No. 17
Solicitation Number: RFP 121923
Solicitation Name: Technology Products and Services with Related Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Does Sourcewell have a preferred price list format that should be used for the proposal and, if awarded, subsequent price lists updates to the contract?

**Answer 1:**

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Section III. – Pricing. Proposers may also review Section 4 of the Sourcewell Contract Template, "Product and Pricing Change Requests" for further clarification regarding post-award updates.

**Question 2:**

May additional services be added after contract award?

**Answer 2:**

Refer to Contract Template Section 4. "Product and Pricing Change Requests," if awarded a contract a Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time.

**Question 3:**

Section 2C of the Contract states: Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract. Is there a prescribed process for this or can we simply provide a list and send updated versions if new resellers are added under this contract?

**Answer 3:**

Sourcewell does not require a specific process for updating Dealers, Distributors, and/or Resellers. Proposers are afforded the opportunity to describe their proposed means of updating their reseller network in Table 6, "Ability to Sell and Deliver Service" of the proposal response.

**Question 4:**

In line with Section 3 of the Contract, is our understanding correct that the pricing schedule would not include things like delivery, but that it will need to be included at the time of the quote?

**Answer 4:**

Refer to RFP Section III. A. - Pricing, "Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal."

**Question 5:**

Section 6 of the contract states that order flow and procedure will be developed jointly between Sourcewell and Supplier. When and how does this occur?

**Answer 5:**

All awarded Suppliers are assigned a Supplier Development Administrator after the execution of the contract, any procedures developed will be done so after contract execution and with the assigned Supplier Development Administrator.

**Question 6:**

Is there a specific format for the annual business review?

**Answer 6:**

Upon award, that will be outlined during the contract launch with your Supplier Development Administrator.

**Question 7:**

Is there a specific format for the contract sales activity report, other than to include the fields identified in Section 8A of the Contract?

**Answer 7:**

All requirements pertaining to the Contract Sales Activity Report are specified in Section 8. A. of the contract template. Further information will be provided during the contract launch for awarded suppliers.

**Question 8:**

According to Section 8B of the Contract, payments must be received no later than 45 calendar days after the end of each calendar quarter. Does the 45 days from the quarter start at the quarter in which a quote is issued, delivery occurs, implementation occurs, final acceptance occurs, when the reseller is paid by the participating entity, or when the supplier is paid by its reseller?

**Answer 8:**

Refer to template contract Section 8 – Report on Contract Sales Activity and Administrative Fee Payment, for additional details on the required sales activity report, the required report fields, and the process for remittance of administrative fees. Most suppliers pay the agreed administrative fee once they receive payment for products, equipment or services rendered under contract.

**Question 9:**

Looking at Section 10A of the Contract, is our understanding correct that the extension to Participating Entities mean that they also have this examination right over transactions in which they were involved?

**Answer 9:**

Yes.

**Question 10:**

Referring to Section 18 of the Contract, given that we are a manufacturer/supplier, it seems unlikely that bodily or property damage would be necessary. If our insurance broker is in agreement, would it be possible to remove the requirements relating to worker's compensation and bodily/personal injury from the Commercial General Liability and perhaps just flow down this requirement, if necessary, to our resellers?

**Answer 10:**

A request for modification to the Sourcewell contract template may be submitted with a proposal. To request a modification to the template contract terms, conditions, or specifications, a proposer may complete and submit a contract template with tracked changes of the modifications they are requesting.

**Question 11:**

Regarding Section 21 of the Contract, is the express inclusion of all subsections herein an absolute requirement?

**Answer 11:**

A request for modification to the Sourcewell contract template may be submitted with the proposal. To request a modification to the template contract terms, conditions, or specifications, a proposer may complete and submit a contract template with tracked changes of the modifications they are requesting.

**Question 12:**

How would Sourcewell like for products to be referenced on the electronic catalogue?

**Answer 12:**

Refer to RFP Section II. B. 1 for details on the requested equipment, products, or services. Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases for solutions defined in Category 1. The catalog must be designed to populate with the Sourcewell and Sourcewell Participating Entities pricing offered by the proposer.

**Question 13:**

How do we customize products on the site?

**Answer 13:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the content of its proposal. The Sourcewell Procurement Portal allows for respondents to provide narrative responses to each question and also allows a proposer to upload additional documents as a part of their response.

**Question 14:**

Most enterprise solutions require customization and cannot be built via a B2B, how should these customizations be reflected in the B2B portal?

**Answer 14:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the content of its proposal. The Sourcewell Procurement Portal allows for respondents to provide

narrative responses to each question and also allows a proposer to upload additional documents as a part of their response.

**Question 15:**

What type of risk assessment is Sourcewell looking for?

**Answer 15:**

Refer to RFP Section II. B. 1 for details on the requested equipment, products, or services. Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards. Offerings and capabilities of the supplier's services, such as cyber risk assessment, must be proposed by the supplier.

**Question 16:**

For the estimated sales volume presented under E. Estimated Contract Value and Usage, Sourcewell, please break down these numbers by Government & education agencies in the US, Nonprofits in the US and Canadian organizations.

**Answer 16:**

The estimated value of all resultant contracts provided in Section II. E. of the RFP is based on past volumes of similar Sourcewell contracts. It is an estimate only, and no sales or sales volume are guaranteed. There is no separate estimate of Canadian volume or estimates by vertical.

**Question 17:**

Can you provide more clarity around Table 5, Size of Transaction(s)? Are you looking for details about the personnel/staffing size, level of effort or budget size, for example?

**Answer 17:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their past marketplace success. Proposals are evaluated based on the criteria stated in the RFP.

**Question 18:**

How many awards will be issued under each Category: Category 1, Category 2, and Category 3?

**Answer 18:**

Refer to RFP Section VI. A. Evaluation for details regarding awards issued under this RFP. "It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities."

**Question 19:**

Will any category awards be reserved for SMALL, WBE, or MBE businesses?

**Answer 19:**

Sourcewell has not identified a specific socioeconomic goal for this solicitation. However, proposers may describe any socioeconomic certifications their company or hub partners have attained in Table 8, "Value-Added Attributes." Proposals are evaluated based on the criteria stated in the RFP.

---

End of Addendum

Acknowledgement of this Addendum to RFP 121923 posted to the Sourcewell Procurement Portal on 12/12/2023, is required at the time of proposal submittal.

The New York State Contract Reporter

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Tuesday, 10/31/2023

## Contracting Opportunity

**Title:** Technology Products and Services with Related Solutions
**Agency:** Sourcewell
**Division:** Procurement Department
**Contract Number:** 121923
**CR Number:** 2103321
**Contract Term:** 4 years
**Date of Issue:** 10/31/2023
**Due Date/Time:** 12/19/2023 4:30 PM
Central Time
**County(ies):** All NYS counties
**Classification:** Information Technology - *Commodities*
**Opportunity Type:** General
**Entered By:** Tara Wolff
**Description:** Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Technology Products and Services with Related Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal .sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Service-Disabled Veteran-Owned Set Aside:** No

**Business entities awarded an identical or substantially similar procurement contract within the past five years:**

Konica Minolta Business Solutions

Mitel Business Systems

Newcastle Communications

Insight Public Sector, Inc.

## Contact Information

**Primary contact:**
Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

**Submit to contact:**
Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

## Bid Results

Bid Results have not been entered

## Awards

Awards have not been entered

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Daily Journal of Commerce
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Portland, OR, 97232
Phone: 503-226-1311 Fax: 503-222-5358

DJC OREGON

# Affidavit of Publication

To: Sourcewell - Carol Jackson
Po Box 219
Staples, MN, 564790219

Re: Legal Notice 2553043, TECHNOLOGY PRODUCTS AND SERVICES WITH RELATED SOLUTIONS

State of OR }
} SS:
County of Multnomah }

I, Michelle A. Ropp, being duly sworn, depose and say that I am the Principal Clerk of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.101 and 193.020, published in Portland in the aforesaid County and State; that I know from my personal knowledge that the notice described as:
TECHNOLOGY PRODUCTS AND SERVICES WITH RELATED SOLUTIONS
SOURCEWELL
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper 1 time(s) in the following issues:
**11/01/2023**.

**SEE EXHIBIT A**

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME ON 6th day of November 2023

By: Michelle A Ropp
Michelle A. Ropp

By: N Bjork
OFFICIAL STAMP
NICHOLAS EVAN BJORK
NOTARY PUBLIC - OREGON
COMMISSION NO. 995746
MY COMMISSION EXPIRES JANUARY 12, 2024

Nick Evan Bjork
Notary Public, State of OR
No. 995746
My commission expires on January 12, 2024

**EXHIBIT A**

## SOURCEWELL

**TECHNOLOGY PRODUCTS AND SERVICES WITH RELATED SOLUTIONS**

**Proposals due 4:30 pm, December 19, 2023**

**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Technology Products and Services with Related Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Nov. 1, 2023. 2553043

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

**PROOF OF PUBLICATION**

PO Box 219
Carol Jackson
202 12th St NE PO Box 219
Staples MN 56479-0219

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

10/31/2023, 11/07/2023

and that the fees charged are legal.
Sworn to and subscribed before on 11/07/2023

Legal Clerk

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3/7/27

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Notary Public
State of Wisconsin

## Technology Products and Services with Related Solutions

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Technology Products and Services with Related Solutions** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

LPXLP

October 31,November 7 2023

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**Attention:** Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

carol.jackson@sourcewell-mn.gov

**REQUEST FOR PROPOSALS**

Sourcewell, a "State" of Minnesota local government unit and service cooperative, is requesting proposals for **Technology Products and Services with Related Solutions** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
IPL0145599
Oct 31 2023

**State of South Carolina**

**County of Richland**

I, Tara Pennington, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:
10/31/23

Tara Pennington

Sworn to and subscribed before me this 31st day of October in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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WORLD SERIES

# Unselfish Tommy Pham gives veteran teammate special at-bat



**Bob Nightengale**
Columnist
USA TODAY

PHOENIX – Tommy Pham, a 35-year-old journeyman appearing in his first World Series, had the opportunity of a lifetime, a chance to be forever remembered in baseball history.

He was bidding to go where no man has gone for 119 years, becoming the first player to go 5-for-5 in a World Series game.

Pham will instead be remembered for his act of selflessness, sacrificing an opportunity for personal glory, providing his Arizona Diamondbacks teammates, one in particular, a memory they'll never forget.

"That spoke volumes," Diamondbacks manager Torey Lovullo said, "about what that clubhouse feels every single day."

When the Diamondbacks stepped onto the field on Monday night in their first World Series game at Chase Field since 2001, playing Game 3 against the Texas Rangers, it wouldn't have surprised a soul if the sellout crowd brought the house down when Pham was introduced for his gesture heard 'round the baseball world.

The scene was the eighth inning of Game 2 Saturday in the D-backs' 9-1 rout over the Rangers. Pham was due to bat second in the ninth with a chance for history. He already had become the 18th player in World Series to go 4-for-4, but no one had ever gotten that fifth hit in five at-bats.

Pham walked up to Lovullo in the dugout.

He had a request.

He wanted to come out of the game as the designated hitter. Please, he asked, give his at-bat to Jace Peterson, a fellow journeyman, who had never had a World Series plate appearance.

"I need you to give my boy an AB," Pham told Lovullo.

Lovullo: "Are you sure you want this to happen. You 100% sure?"

Pham: "I need my boy to get an at-bat in the World Series. He'll remember this for the rest of his life. ... You may or may not use him in another role, but right now I want to step aside for him."

Lovullo, unaware there was a chance for history, reluctantly agreed, but told him that if the Rangers scored another run or two in the bottom of the eighth inning, Pham would remain in the game.

"Look, me and him have close to nine years of service in this game, and it took us nine years to get the World Series," Pham said. "Who knows if we'll get this chance again. I've gotten to play. I've gotten my hits. I wanted to make sure Jace had this experience, too.

"I had to get my dawg in."

Peterson, who knew Pham from a distance, but never got to know him until they were each traded to Arizona at the deadline, was stunned. The only player who ever did that for him was Adam Jones when they were together in Baltimore in 2018 when Peterson was trying to reach some contract incentives.

But those were in regular-season games when the Orioles were out of the race.

To do it now?

In a World Series game?

"This was a moment where it was a teammate loving a teammate," Lovullo said, "to give him an opportunity. He took what mattered most to him personally and said, "It's more about the team and my teammate at this moment."

It was this act of unselfishness that overshadowed the moment when Pham was caught wandering off second base.



**Tommy Pham reacts after hitting a double in the fourth inning of Game 2 against the Texas Rangers.** RAYMOND CARLIN III/USA TODAY SPORTS

He was picked off, and the FOX-TV cameras caught Rangers pitching coach Mike Maddux's reaction.

*"Atta boy, you dumb (expletive)."*

Pham, who played for the Cardinals in St. Louis in 2018 when Maddux was the pitching coach, says he was stunned, a bit hurt, and certainly disappointed by Maddux's reaction.

"I was just a little shocked that he would say that," Pham told USA TODAY Sports. "I get it. Heat of the moment. But he knows me. He knows me well.

"I'm just shocked at that. I would expect him to be a little bit better."

When asked if he would speak to Maddux, Pham declined and said, "Success is the ultimate revenge. So, let's just try to beat him. I'll try to let my game do my talking."

When reached before the Rangers' workout Sunday at Chase Field, Maddux was apologetic, saying he certainly didn't intend to demean Pham, particularly knowing him from their Cardinals' days with both of them also growing up in Las Vegas.

"He's a pro's pro, who plays the game the right way," Maddux told USA TODAY Sports in a text message. "Nothing but respect for Tommy and everyone on the field. Tommy is a class player and great teammate. Our Vegas connection will always stay true."

Besides, the Rangers certainly don't need to further fuel Pham's intensity, not after going 5-for-9 the first two games with two doubles and a homer. Pham joined future Hall of Famer Albert Pujols as the only players with three four-hit games in their postseason career.

"Man, me and Albert together," Pham said, "that's unbelievable."

Pham, who proved instrumental getting the D-backs into the postseason with 20 extra-base hits and 32 RBI, found himself struggling in the NLCS. He was pinch-hit for in Game 4 against Philadelphia, and benched in Game 5.

He aired his grievances with Lovullo, and came back with a vengeance, hitting a homer in his first at-bat in Game 6.

"It wasn't pretty," Pham said of his meeting with Lovullo. "But it was an honest exchange. It was healthy."

Said D-backs first baseman Christian Walker: "A lot of people dance around the truth these days. Tommy's not that guy."

It's this fiery disposition, aside from his talent, that led the D-backs to take a last-minute run at Pham before the Aug. 1 deadline. Diamondbacks GM Mike Hazen didn't even make a call to then-new York Mets GM Billy Eppler. They were focused on trying to acquire a starting pitcher, and only after landing closer Paul Sewald from the Seattle Mariners, did Hazen reach out.

The Mets placed Pham on the trade block weeks earlier, but until the D-backs called just two hours before the 6 p.m. ET, Aug. 1 trade deadline, the Mets had only three teams who even exchanged names for Pham.

The D-backs wound up giving up only 17-year-old shortstop Jeremy Rodriguez, who wasn't even among their top 30 prospects, with the Mets agreeing to pay half of Pham's remaining $6 million contract.

"I was a little bit surprised," Hazen said. "We weren't running on multiple fronts during the course of the day. We knew we wanted a position player, but the pitcher was the biggest priority for us. So by the time we knew we hadn't gotten a starter, and we had gotten Sewalk, that's when we turned our attention to a position player.

"He's exactly the fit in the clubhouse we were hoping he'd be. He's got an edge to him, and the players love him."

Pham's popularity soared overnight when his teammates learned of his gesture, with Pham making it public simply to stop the criticism of Lovullo, with fans believing he was the one responsible for denying Pham the chance for history.

"I'm not on Twitter," Lovullo said. "I'm not on social media. But my family will send me things.

"And I guess I was the idiot in the room that took Tommy Pham out of the game to be the first guy to get five hits."

The truth is that no one knew it would be a World Series record, and while Pham said it wouldn't have altered his decision, it may have affected everyone else's.

"If I had known that," Peterson said, "I probably would have said, 'No! You're going to change this record.' I had no idea, honestly. For me, it was just him being a great teammate and showing what kind of guy he is.

"There's a respect for each other and the way we go about it. I mean, I would do anything for him and I feel like he would do anything for me in any situation, whether it's in baseball or outside baseball."

But, the guy had a chance to carve his name in the record book, accomplishing a feat that not even Babe Ruth, Willie Mays, Hank Aaron, Tony Gwynn or any all-time great managed to do in a World Series game.

"It's awesome, records are unbelievable," Peterson said, "but for me, and I'll speak for him, all that matters is getting that ring. That's why we play the game."

When the World Series is over, Peterson plans to express his gratitude with a present, but sorry, there's no need for a surprise.

Pham knows exactly what he wants, and it's much, much more than a couple of fantasy football championships.

"I was always hoping to be in the World Series," Pham said, "and now that we're here, I want to take advantage of this opportunity. You never know if it's going to come around again.

"We're not done yet.

"Not until we get that ring."

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Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Technology Products and Services with Related Solutions to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov

*Only proposals submitted through the Sourcewell Procurement Portal will be considered.*

**Proposals are due no later than December 19, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.**

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EMPLOYMENT

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Alberta Government

**Opportunity Notice**

# Technology Products and Services with Related Solutions

**Category:** Goods

This opportunity is now **closed**.

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## Opportunity Information

| | |
|---|---|
| **Organization:** | Canoe Procurement Group of Canada |
| **Organization Address:** | |
| **Reference Number:** | AB-2023-06451 |
| **Solicitation Number:** | AB-2023-06451 |
| **Solicitation Type:** | Request for Proposal |
| **Posting (MM/dd/yyyy):** | 10/31/2023<br>12:00:00 PM Alberta Time |
| **Closing (MM/dd/yyyy):** | 12/19/2023<br>03:30:00 PM Alberta Time |
| **Last Update (MM/dd/yyyy):** | 10/31/2023<br>11:46:12 AM Alberta Time |
| **Agreement Type:** | NWPTA/TILMA & CFTA & CETA & TCA |
| **Region of Opportunity:** | Open |
| **Region of Delivery:** | Alberta |
| **Opportunity Type:** | Open & Competitive |

**Commodity Codes:**
N7030: ADP Software
N5810500: Communications Security Equipment and Components (COMSEC) Secure Controller Systems
N5810100: Communications Security Equipment and Components (COMSEC) Secure Terminal Systems
N7022: ADP Central Processing Unit (CPU, Computer) Hybrid
N5810: Communications Security Equipment and Components
N7021: ADP Central Processing Unit (CPU, Computer) Digital
N7010126: COMPUTERS, MICRO, LAPTOP
N5810050: Communications Security Equipment and Components (COMSEC) Secure Voice/Data Systems
A3212526: Computer Systems Security (R&D)
N5810020: Terminals, Multimedia, Communications Security Equipment
N7025150: Monitor, CRT or LCD, Microcomputer Etc.
N7030AJA: COMPUTER SOFTWARE, SECURITY, PRIVACY, ENCRYPTION, AUDIT CONTROLS/AIDS - MICROCOMPUTERS ONLY
N7030100: Software Suppliers, Application, Business, Personnel Management, EDP
N7025: ADP Input-Output and Storage Devices
N7035115: SWITCHING DEVICES (DATA, MODEMS, PERIPHERALS, VIDEO ETC.)
N7020: ADP Central Processing Unit (CPU, Computer) Analog
N7020100: COMPUTER CPU, ANALOG
N7010130: COMPUTERS, DIGITAL SYSTEMS, SPECIAL PURPOSE, INCLUDES ARTIFICIAL INTELLIGENCE, ARRAY, PARALLEL, VECTOR ETC.
K105AN: Security Risk Analysis
K105A: Commercial Security Guard and Related Services
N7025225: MODEMS, WIRELESS
N5810010: Communications, Security Equipment
N7025134: Scanners, Document
N7030645: COMPUTER SOFTWARE, SECURITY, PRIVACY, ENCRYPTION, AUDIT CONTROLS/AIDS - OTHER THAN MICROCOMPUTERS
N5810200: Communications Security Equipment and Components (COMSEC) Secure Computer Systems

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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Sourcewell

## Bid RFP #121923 - Technology Products and Services with Related Solutions

[Switch to Vendor View]

Bid Type **RFP**

Bid Number **121923**

Title **Technology Products and Services with Related Solutions**

Start Date **Oct 31, 2023 8:54:19 AM CDT**

End Date **Dec 19, 2023 4:30:00 PM CST**

Agency **Sourcewell**

Bid Contact **Tara Wolff**
(218) 541-5362
rfp@sourcewell-mn.gov
202 12th Street NE
P.O. Box 219
Staples, MN 56479-0219

### Access Reports
View reports on who has been notified of the bid or accessed it.
[Notification report] [Access report]

### Questions
0 Questions
0 Unanswered
[View/Ask Questions]

### Edit Bid
[Create Addendum]

### Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Technology Products and Services with Related Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://prportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

### Pre-Bid Conference

Date **Nov 28, 2023 10:00:00 AM CST**

Location **Online Conference**

Notes **Login information will be emailed two business days prior to the event.**

### Documents

No Documents for this bid

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Click here to return to the Sourcewell Procurement Portal home page.

**Bid Details**

| | |
|---|---|
| Bid Classification: | Goods |
| Bid Type: | RFP - General |
| Bid Number: | RFP 121923 |
| Bid Name: | Technology Products and Services with Related Solutions |
| Bid Status: | **Closed** |
| Bid Closing Date: | Tue Dec 19, 2023 4:30:00 PM (CST) |
| Question Deadline: | Mon Dec 11, 2023 4:30:00 PM (CST) |
| Electronic Auctions: | Not Applicable |
| Language for Bid Submissions: | English unless specified in the bid document |
| Submission Type: | Online Submissions Only |
| Submission Address: | Online Submissions Only |
| Public Opening: | Yes |
| Public Opening Address: | See RFP and FAQ documents for details. |
| Description: | Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Technology Products and Services with Related Solutions** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **December 19, 2023, at 4:30 p.m. Central Time**, and late proposals will not be considered. |
| Bid Document Access: | Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation. |
| Categories: | Show Categories [+] |

Register this Bid | Download Bid Documents

# Meeting Locations

The following are the meeting times and locations for the opportunity:

| Meeting Location | Description | Date / Time | Mandatory Me.. | Meeting Document |
|---|---|---|---|---|
| Online Pre-Proposal Conference | Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference. | Tuesday November 28, 2023 10:00 AM (CST) | No | |

OPEN

## Technology Products and Services with Related Solutions

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Technology Products and Services with Related Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

### Important Dates

Pre-Proposal Conference:
**November 28, 2023 at 10:00 am CST**

Proposals Due:
**December 19, 2023 at 4:30 pm CST**

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

Sourcewell Procurement Portal


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### Solicitation Setting

| | |
|---|---|
| ✔ Invite Bidders | No |
| ✔ Evaluate Response online | No |
| ✔ Internal Approval | No |
| ✔ Enable Collaboration with other Users | No |

### Solicitation Details

**Mandatory Information**

| | | | |
|---|---|---|---|
| Solicitation Type | RFP | Solicitation Number | 121923 |
| Solicitation Name | Technology Products and Services with Related Solutions | Procurement Type | Goods , Services |
| Country & Province/State | Canada / Ontario | Published By | Sourcewell |
| Accept Questions | Not Applicable | | |

**Internal Information (For Internal Use Only)**

| | |
|---|---|
| Procurement Title/Project Name | 121923 Technology Products |

### Advertisement

**Basic Settings**

| | | | |
|---|---|---|---|
| Solicitation Type | Open to all suppliers | Estimated Contract Amount | $8,000,000,000.00 |
| Publish Date | 10/31/2023 | Closing Date & Time | 12/19/2023 16:30:00 CT |
| Publish Option | | Value Range for this Solicitation | 10,000,001 over |

**Selected Categories**

Computers

| | |
|---|---|
| Computer Hardware | Hardware, peripherals and accessories, servers, GPS receivers, refurbished computers, chargers, system storage, I/O Storage, Interactive Response System etc |



**Solicitation Overview**

Sourcewell

**Technology Products and Services with Related Solutions**

121923

Closing Date: 12/19/2023 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Technology Products and Services with Related Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

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Notice Categories

## Basic Information

**Estimated Contract Value (CAD)**
8,000,000,000.00 (Not shown to suppliers)

**Reference Number**
0000258693

**Issuing Organization**
Sourcewell

**Solicitation Type**
RFP - Request for Proposal (Formal)

**Solicitation Number**
121923

**Title**
Technology Products and Services with Related Solutions

**Source ID**
PPCO.USA.868485.C88455

## Details

**Location**
Canada, All of Canada, All of Canada

**Purchase Type**
Duration: 4 years

## Dates

**Publication Date**
2023/10/31 09:41:21 AM EDT

**Question Acceptance Deadline**
2023/12/11 05:30:00 PM EST

**Questions are submitted online**
No

**Closing Date**
2023/12/19 05:30:00 PM EST

**Bid Intent**
Not Available

**Prebid Conference**
2023/11/28 11:00:00 AM EST

## Contact Information

Procurement Department

218-894-1930

rfp@sourcewell-mn.gov

**Description**
Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Technology Products and Services with Related Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government

See more

## Pre-Bidding Events

**Event Type**
Prebid Conference

**Attendance**
Recommended

**Event date**
2023/11/28 11:00:00 AM EST

**Location**
Online Conference

**Event Note**
Login information will be emailed two business days prior to the event

## Bid Submission Process

**Bid Submission Type**
Electronic Bid Submission

**Pricing**
In attached document

**Bid Documents List**

| Item Name | Description | Mandatory | Limited to 1 file |
|---|---|---|---|
| Bid Documents | Documents defining the proposal | Yes | No |

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Proposal Opening Record

Date of opening: December 19, 2023

Sourcewell posted Request for Proposal #121923, for the procurement of Technology Products and Services with Related Solutions, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Tuesday, October 31, 2023, and the solicitation remained in an open status within the portal until December 19, 2023, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on December 19, 2023, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #121923 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

22nd Century Technologies, Inc. - Submitted Tue Dec 19, 2023 12:03:21 PM
A3 Communications, Inc. - Submitted Tue Dec 19, 2023 3:14:34 PM
Access 2 Networks, Inc. - Submitted Tue Dec 19, 2023 6:28:16 AM
American Signal Corporation - Submitted Tue Dec 19, 2023 10:57:26 AM
Apple, Inc. - Submitted Tue Dec 19, 2023 10:35:11 AM
Axelliant, LLC - Submitted Tue Dec 19, 2023 4:28:53 PM
ByteSpeed, LLC - Submitted Tue Dec 12, 2023 3:28:49 PM
Carahsoft Technology Corporation - Submitted Tue Dec 19, 2023 4:21:57 PM
Castellan Information Security Services, Inc. - Submitted Fri Dec 15, 2023 9:30:51 AM
CDW Government, LLC - Submitted Mon Dec 18, 2023 12:20:13 PM
Cetrix Technologies, LLC - Submitted Tue Dec 19, 2023 1:18:20 PM
Computer Aid, Inc. - Submitted Mon Dec 18, 2023 4:37:34 PM
Converge Technology Solutions US, LLC - Submitted Tue Dec 19, 2023 4:05:03 PM
Core BTS, Inc. - Submitted Tue Dec 19, 2023 11:17:34 AM
Data Center Warehouse, LLC - Submitted Tue Dec 19, 2023 11:11:45 AM
DataHouse Consulting, Inc. - Submitted Tue Dec 19, 2023 4:27:51 PM
DGR Systems, LLC - Submitted Tue Dec 19, 2023 1:12:38 PM
Diverse Tech Services, Inc. - Submitted Mon Dec 18, 2023 2:41:14 PM
EW Recovery - Submitted Tue Dec 19, 2023 11:14:09 AM
Extreme Networks, Inc. - Submitted Mon Dec 18, 2023 1:33:05 PM

Fortinet, Inc. - Submitted Tue Dec 19, 2023 8:30:22 AM
FORVIS, LLP - Submitted Tue Dec 19, 2023 12:23:09 PM
Genetec, Inc. - Submitted Mon Dec 18, 2023 11:19:34 PM
GoApron, Inc. - Submitted Sun Dec 17, 2023 9:39:44 PM
GOMAIN EV, INC. - Submitted Mon Dec 18, 2023 3:00:55 PM
GovConnection, Inc. dba Connection-Public Sector Solutions - Submitted Mon Dec 18, 2023 3:13:26 PM
GuideSoft, Inc. dba Knowledge Services - Submitted Fri Dec 15, 2023 4:33:25 PM
HP, Inc. - Submitted Fri Dec 15, 2023 3:40:05 PM
iBenzer, Inc. - Submitted Tue Dec 19, 2023 6:25:17 AM
Ideal System Solutions, Inc. - Submitted Tue Dec 19, 2023 2:39:58 PM
Imagine IT, Inc. - Submitted Sat Dec 16, 2023 1:34:18 PM
IT Audit Labs, LLC - Submitted Tue Dec 19, 2023 11:27:39 AM
iTAD Solutions dba mender - Submitted Tue Dec 19, 2023 10:46:54 AM
M9 Solutions, LLC - Submitted Tue Dec 19, 2023 10:28:30 AM
MaiaLearning - Submitted Tue Dec 19, 2023 3:45:35 PM
Marco Technologies, LLC - Submitted Tue Dec 19, 2023 11:16:33 AM
New Tech Solutions, Inc. - Submitted Tue Dec 19, 2023 4:08:24 PM
NUTRI-LINK TECHNOLOGIES.COM - Submitted Wed Dec 13, 2023 11:01:47 AM
Nuvalence, LLC - Submitted Tue Dec 19, 2023 3:30:20 PM
OpenGov, Inc. - Submitted Tue Dec 19, 2023 11:01:10 AM
Premier Wireless Business Technology Solutions - Submitted Tue Dec 19, 2023 4:27:09 PM
Presidio Networked Solutions, LLC - Submitted Mon Dec 18, 2023 1:05:57 PM
Quality and Assurance Technology Corporation DBA QnA Tech - Submitted Mon Dec 18, 2023 3:31:57 PM
Renaissance Learning, Inc. - Submitted Mon Dec 18, 2023 12:51:37 PM
Sena Technologies, Inc. - Submitted Tue Dec 19, 2023 2:05:23 PM
SHI International Corp. - Submitted Tue Dec 19, 2023 3:26:51 PM
Sigma Consultants Group, Inc. - Submitted Tue Dec 19, 2023 2:54:27 PM
Skyline Technology Solutions, LLC - Submitted Tue Dec 19, 2023 2:47:54 PM
Software Information Resource Corp. - Submitted Mon Dec 18, 2023 7:29:38 AM
Spruce Technology, Inc. - Submitted Tue Dec 19, 2023 12:22:25 PM
Strategic Communications, LLC - Submitted Tue Dec 19, 2023 4:13:49 PM
TALAS Security, LLC - Submitted Mon Dec 18, 2023 6:11:36 PM
Tango Networks, Inc. - Submitted Tue Dec 19, 2023 12:50:12 PM
The Pearl Dream, Inc. - Submitted Mon Dec 18, 2023 11:31:53 PM
Toxic Suppression, LLC - Submitted Tue Dec 19, 2023 4:18:57 PM
True North Consulting Group, LLC - Submitted Mon Dec 18, 2023 3:18:27 PM
U.S. TelePacific Corp.- Submitted Fri Dec 15, 2023 12:03:37 PM
vCloud Tech, Inc. - Submitted Tue Dec 19, 2023 12:02:30 PM
Vertosoft, LLC - Submitted Mon Dec 18, 2023 3:55:40 PM
White Rock Security Group, LLC - Submitted Tue Dec 19, 2023 12:00:47 PM
World Wide Technology, LLC - Submitted Tue Dec 19, 2023 12:59:10 PM
Xello, Inc. - Submitted Tue Dec 19, 2023 3:35:41 PM
xFact, Inc. - Submitted Tue Dec 19, 2023 2:48:18 PM
XS International, LLC - Submitted Tue Dec 19, 2023 4:13:29 PM

Zones, LLC - Submitted Tue Dec 19, 2023 4:25:35 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on December 19, 2023, at 4:30 pm CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:
Kim Austin
6830543C58384D1...

Kim Austin, MBA, CPPB, NIGP-CPP, Procurement Supervisor

DocuSigned by:
Carol Jackson
6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst

DocuSign Envelope ID: 315A9E32-20E7-46A8-A1A2-D764E9590527

**Proposal Evaluation**
**Technology Products and Services with Related Solutions RFP #121923**
**Category 1**

| | Possible Points | Apple, Inc. | Axelliant, LLC | ByteSpeed, LLC | CDW Government, LLC | Converge Technology Solutions US, LLC | Diverse Tech Services, Inc. | GovConnection, Inc. | HP Inc. | iBerzer, Inc. | Ideal System Solutions, Inc. | Marco Technologies, LLC |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conformance to RFP Requirements | 50 | 14 | 33 | 40 | 45 | 41 | 42 | 43 | 44 | - | 45 | 40 |
| Pricing | 400 | 126 | 151 | 314 | 349 | 303 | 354 | 340 | 309 | - | 339 | 263 |
| Financial Viability and Marketplace Success | 75 | 27 | 47 | 53 | 66 | 53 | 56 | 65 | 69 | - | 62 | 57 |
| Ability to Sell and Deliver Service | 100 | 18 | 60 | 75 | 90 | 85 | 78 | 83 | 86 | - | 83 | 74 |
| Marketing Plan | 50 | 11 | 33 | 37 | 44 | 43 | 41 | 43 | 45 | - | 43 | 38 |
| Value Added Attributes | 75 | 21 | 57 | 59 | 65 | 58 | 60 | 63 | 66 | - | 65 | 59 |
| Warranty | 50 | 28 | 33 | 42 | 42 | 40 | 41 | 41 | 43 | - | 41 | 38 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 | 83 | 142 | 147 | 185 | 173 | 175 | 175 | 170 | - | 173 | 150 |
| Total Points | 1,000 | 328 | 566 | 788 | 886 | 806 | 847 | 853 | 832 | 0 | 851 | 717 |

| | Possible Points | New Tech Solutions, Inc. | Premier Wireless Business Technology Solutions | Presidio | Renaissance Learning, Inc. | SHI International Corp | Sigma Consultants Group, Inc. | Software Information Resource Corp | Strategic Communications | WorldWide Technology | Zones, LLC |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Conformance to RFP Requirements | 50 | 42 | - | 42 | - | 44 | - | 35 | 43 | 43 | 38 |
| Pricing | 400 | 326 | - | 299 | - | 324 | - | 244 | 338 | 313 | 285 |
| Financial Viability and Marketplace Success | 75 | 65 | - | 64 | - | 66 | - | 52 | 62 | 67 | 57 |
| Ability to Sell and Deliver Service | 100 | 81 | - | 83 | - | 85 | - | 70 | 73 | 84 | 83 |
| Marketing Plan | 50 | 41 | - | 39 | - | 43 | - | 41 | 43 | 41 | 39 |
| Value Added Attributes | 75 | 62 | - | 61 | - | 66 | - | 57 | 64 | 64 | 65 |
| Warranty | 50 | 42 | - | 41 | - | 40 | - | 38 | 40 | 41 | 40 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 | 173 | - | 178 | - | 176 | - | 129 | 174 | 173 | 171 |
| Total Points | 1,000 | 832 | 0 | 807 | 0 | 846 | 0 | 666 | 837 | 826 | 778 |

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Sourcewell

**Proposal Evaluation**
**Technology Products and Services with Related Solutions RFP #121923**
**Category 2**

| | Possible Points | 22nd Century Technologies, Inc. | A3 Communications, Inc. | Access 2 Networks, Inc. | American Signal Corporation | Carahsoft Technology Corp | Castellan Information Security Services | Centrix Technologies, LLC | Computer Aid, Inc. | Core BTS, Inc. | DataCenter Warehouse, LLC | DataHouse Consulting, Inc. | DGR Systems | Extreme Networks, Inc. | Fortinet | FOR VIS, LLP |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conformance to Terms/ Conditions to include Documentation | 50 | 42 | 40 | 37 | 31 | 40 | 37 | 36 | 45 | 39 | 37 | 39 | 40 | 42 | 42 | 38 |
| Pricing | 400 | 280 | 318 | 285 | 275 | 333 | 323 | 290 | 311 | 278 | 295 | 299 | 316 | 320 | 337 | 263 |
| Financial, Industry and Marketplace Successes | 75 | 69 | 65 | 56 | 51 | 68 | 59 | 62 | 68 | 63 | 61 | 63 | 62 | 69 | 68 | 59 |
| Bidder's Ability to Sell/ Service Contract Nationally | 100 | 66 | 65 | 78 | 69 | 66 | 68 | 69 | 66 | 67 | 75 | 60 | 79 | 67 | 65 | 63 |
| Bidder's Marketing Plan | 50 | 43 | 39 | 35 | 33 | 42 | 37 | 36 | 44 | 42 | 40 | 39 | 41 | 41 | 40 | 39 |
| Value Added Attributes | 75 | 66 | 57 | 54 | 48 | 64 | 61 | 48 | 64 | 62 | 61 | 52 | 63 | 64 | 66 | 60 |
| Warranty Coverages and Information | 50 | 41 | 39 | 38 | 38 | 42 | 37 | 37 | 43 | 40 | 38 | 39 | 38 | 42 | 39 | 36 |
| Selectionand Variety of Products and Services Offered | 200 | 173 | 161 | 166 | 123 | 186 | 145 | 124 | 174 | 156 | 171 | 151 | 164 | 169 | 178 | 170 |
| Total Points | 1,000 | 800 | 800 | 745 | 665 | 838 | 767 | 700 | 834 | 785 | 778 | 782 | 802 | 833 | 853 | 746 |
| Rank Order | | 8 | 7 | 24 | 34 | 2 | 15 | 31 | 3 | 18 | 12 | 19 | 5 | 4 | 1 | 23 |

| | Possible Points | Genetec, Inc. | GoApron, Inc. | GOMAIN EV, Inc. | Guide Soft, Inc | Imagine IT, Inc. | ITAudit Labs, LLC | M9 Solutions, LLC | MaiaLearning | Nutri-Link Technologies.com | Nuvalence, LLC | OpenGov, Inc. | Quality and Assurance Technology Corporation | Sens Technologies, Inc. | Sky line Technology Solutions, LLC | Spruce Technology |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conformance to Terms/ Conditions to include Documentation | 50 | 41 | 37 | | 41 | 37 | 39 | 40 | | | 37 | 39 | 41 | 33 | 37 | 40 |
| Pricing | 400 | 300 | 317 | | 299 | 304 | 310 | 264 | | | 249 | 288 | 273 | 247 | 248 | 299 |
| Financial, Industry and Marketplace Successes | 75 | 60 | 55 | | 61 | 58 | 57 | 57 | | | 61 | 57 | 58 | 54 | 63 | 60 |
| Bidder's Ability to Sell/ Service Contract Nationally | 100 | 60 | 73 | | 63 | 70 | 68 | 60 | | | 62 | 63 | 74 | 72 | 79 | 79 |
| Bidder's Marketing Plan | 50 | 39 | 35 | | 39 | 38 | 37 | 40 | | | 38 | 42 | 35 | 33 | 35 | 40 |
| Value Added Attributes | 75 | 60 | 59 | | 63 | 58 | 62 | 63 | | | 56 | 57 | 53 | 48 | 57 | 61 |
| Warranty Coverages and Information | 50 | 41 | 39 | | 40 | 41 | 37 | 42 | | | 37 | 40 | 36 | 33 | 38 | 34 |
| Selection and Variety of Products and Services Offered | 200 | 135 | 130 | | 156 | 158 | 152 | 167 | | | 141 | 151 | 157 | 158 | 189 | 176 |
| Total Points | 1,000 | 756 | 744 | | 780 | 765 | 761 | 753 | | | 698 | 756 | 727 | 677 | 726 | 767 |
| Rank Order | | 20 | 25 | | 11 | 17 | 16.5 | 22 | | | 32 | 21 | 27 | 33 | 28 | 9 |

| | Possible Points | TALAS Security, LLC | Tango Networks, Inc. | The Pearl Dream, Inc. | Toxic Suppression, LLC | TrueNorth Consulting Group | US TelePacific Corp | vCloud Tech, Inc. | Vertosoft | White Rock Security Group, LLC | Xello, Inc. | xFact, Inc. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conformance to Terms/ Conditions to include Documentation | 50 | 35 | 33 | 29 | | 37 | 42 | 36 | 39 | 34 | | 38 |
| Pricing | 400 | 258 | 259 | 243 | | 314 | 320 | 304 | 308 | 299 | | 320 |
| Financial, Industry and Marketplace Successes | 75 | 49 | 55 | 52 | | 58 | 63 | 62 | 64 | 58 | | 62 |
| Bidder's Ability to Sell/ Service Contract Nationally | 100 | 67 | 64 | 60 | | 78 | 83 | 89 | 81 | 65 | | 64 |
| Bidder's Marketing Plan | 50 | 33 | 28 | 29 | | 37 | 35 | 41 | 38 | 29 | | 40 |
| Value Added Attributes | 75 | 52 | 49 | 47 | | 49 | 61 | 49 | 56 | 49 | | 56 |
| Warranty Coverages and Information | 50 | 33 | 34 | 30 | | 33 | 43 | 31 | 37 | 34 | | 38 |
| Selectionand Variety of Products and Services Offered | 200 | 145 | 128 | 127 | | 185 | 173 | 151 | 182 | 149 | | 148 |
| Total Points | 1,000 | 701 | 648 | 617 | | 770 | 819 | 742 | 783 | 715 | | 788 |
| Rank Order | | 31 | 35 | 36 | | 13 | 5 | 26 | 18 | 29 | | |

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Ashley Powers, Procurement Analyst

**Proposal Evaluation**
**Technology Products and Services with Related Solutions RFP #121923**
**Category 3**

| | Possible Points | 22nd Century Technologies, Inc. | Carahsoft Technology Corp | Computer Aid, Inc. | EW Recovery | Imagine IT, Inc. | ITAD Solutions | Spruce Technology | The Pearl Dream, Inc. | XS International, LLC |
|---|---|---|---|---|---|---|---|---|---|---|
| Conformance to RFP Requirements | 50 | 44 | 38 | 43 | 29 | 39 | 39 | 40 | 30 | 35 |
| Pricing | 400 | 293 | 285 | 284 | 285 | 316 | 319 | 288 | 254 | 226 |
| Financial Viability and Marketplace Success | 75 | 63 | 59 | 67 | 35 | 55 | 52 | 56 | 53 | 51 |
| Ability to Sell and Deliver Service | 100 | 84 | 78 | 83 | 48 | 72 | 69 | 77 | 61 | 74 |
| Marketing Plan | 50 | 42 | 37 | 43 | 28 | 35 | 39 | 41 | 34 | 34 |
| Value Added Attributes | 75 | 63 | 58 | 62 | 44 | 51 | 57 | 54 | 47 | 51 |
| Warranty | 50 | 41 | 37 | 41 | 25 | 39 | 37 | 37 | 33 | 26 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 | 176 | 154 | 174 | 113 | 158 | 161 | 159 | 114 | 149 |
| Total Points | 1,000 | 806 | 746 | 797 | 607 | 765 | 773 | 752 | 626 | 646 |
| Rank Order | | 1 | 4 | 3 | 8 | 4 | 1 | 5 | 9 | 7 |

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Michael Munoz, CPPB, Senior Procurement Analyst

DocuSigned by:
Nick Scholer
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Nick Scholer, Procurement Analyst

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Nicole Lueth
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Nicole Lueth, Procurement Analyst

**COMMENT AND REVIEW**
to the
REQUEST FOR PROPOSAL (RFP) #121923
Entitled

**Technology Products and Services with Related Solutions**

The following advertisement was placed October 31, 2023 in *USA Today*, in South Carolina's *The State,* and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, PublicPurchase.com, The New York State Contract Reporter www.nyscr.ny.gov, November 1, 2023 in Oregon's *Daily Journal of Commerce*, and October 31 and November 7, 2023 in *The Oklahoman*:

> *Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Technology Products and Services with Related Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 19, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

| | |
|---|---|
| 22nd Century Technologies, Inc. | KNZ Solutions, Inc. |
| 341234 BC, Ltd. | Konica Minolta Business Solutions U.S.A., Inc. |
| 3AM Innovations | Kyndryl, Inc. |
| A3 Communications, Inc. | LanceSoft, Inc. |
| ABTec Solutions, Ltd. | LaSai Technologies, LLC |
| Access 2 Networks, Inc. | Levrum, Inc. |
| Adorama, Inc. | M Corp |
| ADT Commercial, LLC | M9 Solutions, LLC |
| Advanced Digital Solutions, LLC | MaiaLearning |
| Aerial Stratagems | Makila AI |
| AffableBPM Corporation | Marco Technologies, LLC |

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|---|---|
| AGParts Worldwide, Inc. | Matrix Video Communications |
| AirGate Technologies Inc. | Matrixyz, LLC |
| Alexander & Co., LLC | Medical Solutions, Inc. |
| Allied Digital Services, LLC | MGT of America Consulting, LLC |
| Alpha Medical Equipment | Microgrid Labs, LLC |
| AltaML | Minntek Solutions, Inc. |
| Amazon Web Services Canada, Inc. | monster candy professional, limited liability company |
| Amazon.com Sales, Inc. | Montel Technologies, LLC |
| American Computer Consultants, Inc. | MSF&W |
| American Government Services, LLC | MSM-NET, Inc. |
| American Signal Corporation | Mvation Worldwide, Inc. |
| Amilia Entreprises | My3Tech, Inc. |
| AmorServ, LLC | MYRA Systems Corp. |
| AngelTrack, LLC | NaphCare, Inc. |
| APEX SYSTEMS, LLC | Navigate Wellness, LLC |
| Apple, Inc. | netlogx, LLC |
| AppsOnTime Technologies, Ltd. | NetSource Educational Technologies, LLC |
| Apto Solutions, Inc. | NETWORK CRAZE TECHNOLOGIES, INC. |
| Aspire Technology Partners, LLC | New Tech Solutions, Inc. |
| Atos IT Solutions and Services, Inc. | Noctowl Technology, LLC |
| Axelliant, LLC | NOUVEAU CONSULTING, INC. (DBA: NVS Consulting) |
| Barrow Wise Consulting, LLC | Nova Networks, Inc. |
| Baystreet Est. 1861, Inc. | Now Micro, Inc. |
| Beartech Solutions, Inc. | NUTRI-LINK TECHNOLOGIES.COM |
| Betacom | Nuvalence, LLC |
| BlackBay Investigations, Inc. | OneSource Consulting, LLC |
| BlackHawk Data LLC | Open Text Corporation |
| Brezler, LLC | OpenGov, Inc. |
| BTek Holdings, LLC | OQPoint, LLC |
| ByteSpeed, LLC | Pacific Point, Inc. |
| Cadence Solutions, Inc. | Palantir Technologies Canada, Inc. |
| CAKCEK | Paramount Software Solutions, Inc. |
| Calian, Ltd. | Paratum Solutions, LLC |
| California Creative Solutions, Inc. (CCS Global Tech) | Parts-People.com, Inc. |
| Capital Consulting, LLC | People Tech Group Inc. |
| Capital Networks, Limited | Performance Health Supply, Inc. |
| Carahsoft Technology Corporation | Perry Weather Consulting |
| Cardinal Peak Technologies | PiiComm, Inc. |
| Career Mentor Group, LLC dba 5.15 Technologies | PowerSchool Group, LLC |
| Castellan Information Security Services, Inc. | Premier Wireless Business Technology Solutions |
| Cattan Technologies, Inc. | Presentation Solutions, Inc. |
| Cayuse Civil Services | Presidio Networked Solutions, LLC |

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|---|---|
| CB Technologies, Inc. | Professional Computer Services |
| CDS Office Technologies, Inc. | Projexel, LLC |
| CDW Government, LLC | Prophecy Consulting, Inc. |
| Central Indiana Educational Service Center | Protech Solutions, Inc. |
| Cetrix Technologies, LLC | Proxess, LLC |
| Check Point | Public Consulting Group, LLC |
| Cinman Consulting | Pure Lighting Company |
| Claflin Service Company | PWXPress |
| Cloud-Age iT | Quality and Assurance Technology Corporation DBA QnA Tech |
| Clutch Solutions | Rampart Security Solutions |
| Communications Group (Fort McMurray), Ltd. o/a Tridon Communications | Regiment Technology Group, LLC |
| Compugen, Inc. | Reliant Technologies Solutions Group, Inc. |
| CompuNet, Inc. | Renaissance Learning, Inc. |
| Compunetix, Inc. | RGB SYSTEMS, INC/DBA: EXTRON ELECTRONICS |
| Computacenter Canada, Inc. | RICEFW Technologies, Inc. |
| Computer Aid, Inc. | Ricoh Canada / Tammy Klym-Wolfe |
| Computer Design Center, LLC | Rimini Sreet, Inc. |
| Comwell Systems Group | Riverside Technologies, Inc. |
| Converge Technology Solutions US, LLC | Roadway Asset Services, LLC |
| Coolsoft, LLC | Rocketdrop |
| Core BTS, Inc. | Rose Digital |
| CorGTA, Inc. | RSM US, LLP |
| CurbIQ | s01ve Cyber Solutions, Inc. |
| D & R Electronics, Ltd. | Safety Vision |
| Dania Consulting, Inc. | Saris and Things |
| Danmark Communications, LLC | Security 101 Holdings, LLC |
| Data Center Warehouse, LLC | SelectStar Solutions |
| DataHouse Consulting, Inc. | Sena Technologies, Inc. |
| Deloitte Consulting, LLP | Sharp Electronics Corporation |
| Delta Fire & Safety | SHI International Corp. |
| DGR Systems, LLC | Sigma Consultants Group, Inc. |
| DIAMOND POWER CONSULTANT GROUP, INC. | Singareddy Information Technologies, Inc. |
| Discount Two-Way Radio Corporation | Skydio, Inc. |
| Discountcell, Inc. | Skyline Technology Solutions, LLC |
| Diverse Tech Services, Inc. | Sled Consulting, LLC |
| Domo, Inc. | Softchoice Corporation |
| E.M. Rose Group, LLC | Software Information Resource Corp. |
| EASTERN BUSINESS SOLUTIONS, INC. | Spatialitics, LLC |
| Eceptionist, Inc. | Spruce Technology, Inc. |
| Emergent Health Care Solutions, LLC | Staples Contract & Commercial, LLC |
| Empire Electronics, Inc. | StarGarden Corporation |
| eRepublic, Inc. | Stateside Electronics |
| ESET, LLC | Station Automation, Inc. |
| Eva Group Think IT Efficient, Inc. | Straightforward, LLC |

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| | |
|---|---|
| EW Recovery | Strata Information Group, Inc. |
| Expedition Communications, LLC | Strategic Communications, LLC |
| Extreme Networks, Inc. | Submittable Holdings, Inc. |
| FirstStep Pavement Management, LLC | Supreme Helpdesk, LLC |
| FOCUS CAMERA | TALAS Security, LLC |
| Follett School Solutions, LLC | Tango Networks, Inc. |
| Forerunner Technologies, Inc. | Team Eagle, Ltd. |
| Fortinet, Inc. | TELLISTIC TECHNOLOGY SERVICES |
| Forum Info-Tech, Inc. | Teltex, Inc. |
| FORVIS, LLP | TELUS Communications |
| Forwardslash | Tempest Technology Corporation |
| Frontier Precision, Inc. | Tessco Incorporated |
| Fusion Capital Management, LLC | The Hive for Digital Transformation and Active Learning |
| Ganete Solutions, Inc. | The Pearl Dream, Inc. |
| Gannett Peak Technical Services | THEHEMAN, LLC |
| GenesisTMG, LLC | Think Beyond, Inc. |
| Genetec, Inc. | TOCI, LLC |
| Gideon Taylor Consulting, LLC | Toshiba America Business Solutions, Inc. |
| GlassHouse Systems, Inc. | Total Support Solutions, Inc. |
| GLOBAL PARCEL SERVICE, LLC | Toxic Suppression, LLC |
| GoApron, Inc. | Trafera, LLC |
| GOMAIN EV, INC. | Transact Campus, Inc. |
| GovConnection, Inc. dba Connection - Public Sector Solutions | Transaxle |
| Granite Telecommunications, LLC | Trapeze Software Group, Inc. |
| Green Dream International | True North Consulting Group, LLC |
| GuideSoft, Inc. dba Knowledge Services | Twinstate/Voice.Data.Video.Inc. |
| H32 Design and Development, LLC | Tyler Technologies |
| HappierIT | U.S. TelePacific Corp. |
| Harty Enterprises, INC. | United Systems, Inc. |
| HNIT Consulting, Ltd. | Unity Connected Solutions, Inc. |
| Howard Industries, Inc. | USCC Services, LLC |
| HP, Inc. | Vastek, Inc. |
| iBenzer, Inc. | vCloud Tech, Inc. |
| Ideal Critical Facility Services | VeeMost Technologies |
| Ideal System Solutions, Inc. | Vehicle Service Group, LLC |
| Imagination Station, Inc. | Vertosoft, LLC |
| Imagine IT, Inc. | Virtucom, Inc. |
| Imagine Learning, LLC | VisualVault, LLC |
| Info Tech, Inc. | Vivacity Tech, PBC |
| innoSoul, Inc. | Vizocom ICT, LLC |
| Intelibs, Inc. | Vlink, Inc. |
| InterDev | White Rock Security Group, LLC |
| IPS Group, Inc. | Windstream Holdings II, LLC |
| Iron Bow Technologies, LLC | WLT, LLC |

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|---|---|
| IT Audit Labs, LLC | World Wide Technology, LLC |
| iTAD Solutions dba mender | Wostmann & Associates, Inc. |
| JAR Systems, LLC | X10 Technologies, Inc. |
| JMF Solutions | Xello, Inc. |
| Johns Storage | xFact, Inc. |
| Jones Lang LaSalle | XS International, LLC |
| KEVEREST TECHNOLOGIES | Zebra Technologies |
| Khepra, Inc. | Zones, LLC |

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on December 19, 2023 at 4:30 pm CT. Proposals were received from the following:

22nd Century Technologies, Inc.
A3 Communications, Inc.
Access 2 Networks, Inc.
American Signal Corporation
Apple, Inc.
Axelliant, LLC
ByteSpeed, LLC
Carahsoft Technology Corporation
Castellan Information Security Services, Inc.
CDW Government, LLC
Cetrix Technologies, LLC
Computer Aid, Inc.
Converge Technology Solutions US, LLC
Core BTS, Inc.
Data Center Warehouse, LLC
DataHouse Consulting, Inc.
DGR Systems, LLC
Diverse Tech Services, Inc.
EW Recovery
Extreme Networks, Inc.
Fortinet, Inc.
FORVIS, LLP
Genetec, Inc.
GoApron, Inc.
GOMAIN EV, INC.
GovConnection, Inc. dba Connection - Public Sector Solutions
GuideSoft, Inc. dba Knowledge Services
HP, Inc.
iBenzer, Inc.
Ideal System Solutions, Inc.
Imagine IT, Inc.
IT Audit Labs, LLC
iTAD Solutions dba mender

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M9 Solutions, LLC
MaiaLearning
Marco Technologies, LLC
New Tech Solutions, Inc.
NUTRI-LINK TECHNOLOGIES.COM
Nuvalence, LLC
OpenGov, Inc.
Premier Wireless Business Technology Solutions
Presidio Networked Solutions, LLC
Quality and Assurance Technology Corporation DBA QnA Tech
Renaissance Learning, Inc.
Sena Technologies, Inc.
SHI International Corp.
Sigma Consultants Group, Inc.
Skyline Technology Solutions, LLC
Software Information Resource Corp.
Spruce Technology, Inc.
Strategic Communications, LLC
TALAS Security, LLC
Tango Networks, Inc.
The Pearl Dream, Inc.
Toxic Suppression, LLC
True North Consulting Group, LLC
U.S. TelePacific Corp.
vCloud Tech, Inc.
Vertosoft, LLC
White Rock Security Group, LLC
World Wide Technology, LLC
Xello, Inc.
xFact, Inc.
XS International, LLC
Zones, LLC

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, NIGP-CPP, Procurement Manager
Ginger Line, MPA, CPPB, NIGP-CPP, Senior Procurement Analyst
Michael Muñoz, CPPB, Senior Procurement Analyst
Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst
Nick Scholer, Procurement Analyst
Ashley Powers, Procurement Analyst
Craig West, Procurement Analyst
Nicole Lueth, Procurement Analyst

**The findings of the Proposal Evaluation Committee are summarized as follows:**

Proposers were asked to submit a proposal based on their product offerings in designated categories. Proposers could select Category 1 if they could provide at least one solution in each Category 1, 2, and 3 as defined in the

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RFP, along with a complete electronic catalog system for their product offerings. Proposers seeking an award in Category 2 and/or 3, as defined in the RFP, must include at least one solution offered within the scope of the desired Category. The categories are listed below:

Category 1: Technology Products and Services with Related Solutions
Category 2: Security, Cloud, Network, and Data Services with Related Solutions
Category 3: IT Lifecycle Services

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response from iBenzer, Inc., Premier Wireless Business Technology Solutions, Renaissance Learning, Inc., Sigma Consultants Group, Inc, GOMAIN EV, Inc., MaiaLearning, Nutri-Link Technologies,.com, Toxic Suppression, LLC, and Xello, Inc. fall outside of the Requested Equipment, Products, or Services of the RFP. All other proposals met the scope and mandatory submittal requirements and were evaluated.

**Category 1 Awarded Suppliers**

CDW Government, LLC, offers a depth of computer software/hardware, server networking to include data storage and related IT services. From their 53 offices, they can provide products and services throughout the United States and Canada. While they are a large company they promote the use of women, minority, veteran, and small businesses. CDW-G pricing reflects solid percentage discounts, e-procurement capability, and leasing agreements.

As a certified Minority Owned Business and value-added reseller and service provider, Diverse Tech Services offers their full suite of technology products and services, Security, Cloud, Network, Data Services, and IT Lifecycle Services. These products and services are being provided by a network of locations and dealers around the United States, with over 500 skilled employees and technicians to deliver service, as well as an online E-commerce platform. Diverse Tech is providing this offering of products and services to Sourcewell at better pricing than normally offered to government agencies and Cooperative purchasing programs.

GovConnection, Inc. dba Connection - Public Sector Solutions was founded in 1982 and is a national IT solution provider and value-added reseller authorized to sell to over 460,000 IT products and services from over 1,600 manufacturers. A Fortune 1000 company, they work out of nine state office locations and employ a nationwide remote workforce. They provide a competitive fixed discount from their web catalog price list by product category and will provide volume discounts where possible.

Ideal System Solutions is a small woman and minority-owned business with a deep network of over 150 Original Equipment Manufacturers. They offer Sourcewell and our participating entities across the USA and Canada access to over 7 million products. These products are being offered via a Sourcewell-specific e-commerce site, which includes the ability to report on environmentally preferred and certified products. This deep offering of technology products and services includes Security, Cloud, Network, Data Services, and IT Lifecycle Services at deeply discounted rates.

SHI International offers a wide range of IT solutions, including software, hardware, and end-to-end data center solutions. It has distribution centers in 13 major cities across the US. SHI International offers significant discounts and a punchout platform called iPayables. Additionally, SHI International offers attractive leasing and financing terms.

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**Category 2 Awarded Suppliers**

22nd Century Technologies, Inc. is a solutions provider for cybersecurity, physical security, cloud, network, data, and other related solutions. They have years of experience in the market along with 16 regional offices in the United States and 2 in Canada. 22nd Century Technologies, Inc. is a certified minority supplier, and they are offering a service-based pricing model.

A3 Communications, Inc. provides solutions and products for IT/networking, infrastructure, switching, access points, audio/visual, audio enhancement, physical security solutions, access control, video surveillance, and similar associated products and services. It operates out of multiple locations that will provide sales and service to all Sourcewell participating entities in the United States. A3 Communications, Inc. offers a competitive discount off its list pricing for both its products and services.

Carahsoft Technology Corporation is a distributor of over 250 technology solutions related to cybersecurity services, physical security services, cloud solutions, network solutions, data solutions, and other related solutions. Their sales team and partner network of over 4,000 government contractors will serve Sourcewell participating entities in the United States and Canada. Carahsoft offers quarterly training webinars at no additional cost. Carahsoft is offering Sourcewell participating entities solid pricing discounts.

Computer Aid, Inc. offers a range of consulting and assessment services with their Managed Detection and Response Platform that assists public entities in dealing with the threat of cyberattacks. This proposed model is consultative and will be tailored to the customer's specific needs, and the delivery is performed virtually. Their employees will provide sales and service to all Sourcewell participating entities in the United States and Canada. Computer Aid, Inc. offers a solid discount on its pricing structure.

DGR Systems, LLC, is a technology solutions integrator and reseller. Their solutions include cybersecurity, cloud, network, data, and other related services. Their sales team and dealer network are ready to serve Sourcewell participating entities in the United States. DGR Systems is certified through WBENC, the Florida Office of Supplier Diversity, and several local government entities as a Woman-Owned Small Business. They are offering Sourcewell participating entities competitive pricing discounts.

Extreme Networks, Inc., services the United States and Canada with end-to-end networking solutions for enterprise, data center, and service provider customers. With many sales and dealers throughout North America, Extreme Networks, Inc., offers excellent customer service and is also offering a competitive discount on its product line.

Headquartered in Sunnyvale, CA, Fortinet specializes in cyber threat research, cybersecurity product development, and comprehensive security solutions. Established in 2000, Fortinet and its subsidiaries have garnered significant recognition in the industry, earning numerous awards and establishing a robust presence in state and national cooperative contracts. Priced at a substantial discount to Sourcewell participating entities, Fortinet offers advanced security features tailored to meet organizations' evolving needs.

Under the name TPx, US TelePacific Corporation is a leading Managed Service Provider (MSP) dedicated to guiding businesses through the complex and ever-changing IT landscape. With a team of over 1,200 IT certifications, TPx stands out as a frontrunner in unified communications, managed IT, and managed security solutions. Sourcewell participating entities can use TPx's competitive pricing and comprehensive solutions to meet their IT needs effectively.

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**Category 3 Awarded Suppliers**

22nd Century Technologies, Inc., is a solutions provider for cybersecurity, physical security, cloud, network, data, and related solutions. They have years of experience in the market and 16 regional offices in the United States and 2 in Canada. 22nd Century Technologies, Inc., is a certified minority supplier offering a service-based pricing model.

Computer Aid, Inc. is a global technology services and managed services provider with over 8,700 associates worldwide and a forty-year history. They are currently registered to do business in 47 states from their eight U.S. offices. Since 2013, they have focused on working with partners to provide training and career opportunities for neurodiverse individuals. Computer Aid, Inc. offers a nice discount based on volume ranges with increased discounts for multi-year contracts.

iTad Solution offers Sourcewell participating entities full value recovery options from resale to end-of-life processing. They can provide white glove service for de-racking, de-cabling, de-powering, and packaging in the US and Canada. Sales and service are available through 120 global partners. iTad offers a revenue share of 65%, along with a fee and volume discounts.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #121923 to:

| | |
|---|---|
| 22nd Century Technologies, Inc. | #121923-CEN |
| A3 Communications | #121923-A3C |
| Carahsoft Technology Corporation | #121923-CHS |
| CDW Government, LLC | #121923-CDW |
| Computer Aid, Inc. | #121923-CAI |
| DGR Systems, LLC | #121923-DGR |
| Diverse Tech Services, Inc. | #121923-DVT |
| Extreme Networks, Inc. | #121923-EXN |
| Fortinet, Inc. | #121923-FTN |
| GovConnection, Inc. dba Connection - Public Sector Solutions | #121923-GVC |
| Ideal System Solutions, Inc. | #121923-IDL |
| iTAD Solutions dba mender | #121923-ITD |
| SHI International Corp. | #121923-SHI |
| U.S. TelePacific Corp | #121923-UST |

The preceding recommendations were approved on March 19, 2024.

DocuSigned by:
kim Austin
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Kim Austin, MBA, CPPB, NIGP-CPP, Procurement Manager

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Ginger Line
851994C8DEB1414...
Ginger Line, MPA, CPPB, NIGP-CPP, Senior Procurement Analyst

DocuSigned by:
0B0204E40D3E445...
Michael Muñoz, CPPB, Senior Procurement Analyst

DocuSigned by:
Scott Dobereiner
AF205E09437943D...
Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst

DocuSigned by:
Nick Scholer
4513A60DCA01467...
Nick Scholer, Procurement Analyst

DocuSigned by:
Ashley Powers
FC1E850FA8DF4AC...
Ashley Powers, Procurement Analyst

DocuSigned by:
Craig West
7F41572C858B4BA...
Craig West, Procurement Analyst

DocuSigned by:
Nicole Lueth
357BE3B136A34E1...
Nicole Lueth, Procurement Analyst

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**STATEMENT OF COMPLIANCE**

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #121923** for **Technology Products and Services with Related Solutions**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.

2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer

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**SOURCEWELL**
**STATE OF MINNESOTA**

Member Barrows moved the adoption of the following Resolution:

**RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES**

**9/19/2023**

**Resolution No. 2023_23**

**WHEREAS**, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

**WHEREAS**, the Chief Procurement Officer recommends approval of categories detailed above.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Arts and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Dahlberg, Kicker

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
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**Clerk to the Board of Directors**

**APPENDIX A**

**SOURCEWELL PROCUREMENT DEPARTMENT**
**BOARD ITEMS - September 2023**

CONSENT AGENDA ITEMS

**Requesting Board permission to Solicit the following categories:**

| |
|---|
| Water Service Line Inventory and Management Systems with Related Services |
| Curbside Management Technologies with Related Services |
| |
| |

**Requesting Board permission to Re-Solicit the following categories:**

| |
|---|
| Technology Products and Services with Related Solutions |
| Vehicle Lifts, Garage, and Fleet Maintenance Equipment |
| Revise "Industrial and Workplace Storage Systems with Related Accessories" to "Physical Storage Systems and Equipment with Related Software and Services" |
| |

CONSENT AGENDA ITEMS

**NEW CONTRACTS**

| Supplier Name | Contract Number | Solicitation Title |
|---|---|---|
| Accu Steel | 071223-ACS | *"Fabric Structures with Related Materials and Services"* |
| Air Structures American Technologies | 071223-ASA | *"Fabric Structures with Related Materials and Services"* |
| Atlas Greenhouse | 071223-AGR | *"Fabric Structures with Related Materials and Services"* |
| Britespan Building Systems | 071223-BRT | *"Fabric Structures with Related Materials and Services"* |
| Calhoun Super Structures | 071223-CLH | *"Fabric Structures with Related Materials and Services"* |
| ClearSpan Fabric Structures International | 071223-CSS | *"Fabric Structures with Related Materials and Services"* |
| Hawkeye Steel Products | 071223-HWK | *"Fabric Structures with Related Materials and Services"* |
| Rubb Building Systems | 071223-RBB | *"Fabric Structures with Related Materials and Services"* |
| Yeadon Fabric Domes | 071223-YEA | *"Fabric Structures with Related Materials and Services"* |
| | | |

**CONTRACT EXTENSIONS**

| Supplier Name | Contract Number | Solicitation Title |
|---|---|---|
| Curbtender, Inc. | 091219-CRB | *"Mobile Refuse Collection Vehicles with Related Equipment, Accessories and Services"* |
| Labrie Environmental Group | 091219-LEG | *"Mobile Refuse Collection Vehicles with Related Equipment, Accessories and Services"* |
| Scranton Mfg. Company/New Way Trucks | 091219-NWY | *"Mobile Refuse Collection Vehicles with Related Equipment, Accessories and Services"* |

**NEW IDIQ CONTRACTS**

| Company Name | Contract Number | Region - Type of Work |
|---|---|---|
| Adrian L. Merton, Inc. | VA-R1-HVAC-072023-ALM | Region 1- Mechanical/HVAC |
| Centennial Contractors Enterprises | VA-R1-GC-072023-CCE | Region 1- General Construction |
| Centennial Contractors Enterprises | VA-R3-GC-072023-CCE | Region 3- General Construction |
| Centennial Contractors Enterprises | VA-R4-GC-072023-CEC | Region 4- General Construction |
| F.H. Paschen | VA-R2-GC-072023-FHP | Region 2- General Construction |
| General & Mechanical Services | VA-R1-HVAC-072023- GMS | Region 1- Mechanical/HVAC |
| Johnson-Laux Construction | VA-R2-GC-072023-JLC | Region 2- General Construction |
| Johnson-Laux Construction | VA-R3-GC-072023-JLC | Region 3- General Construction |
| Nichols Contracting, Inc. | VA-R1-GC-072023-NIC | Region 1- General Construction |
| Nichols Contracting, Inc. | VA-R4-GC-072023-NIC | Region 4- General Construction |
| Paige Industrial Services, Inc. | VA-R1-E-072023-PAI | Region 1- Electrical |
| Paige Industrial Services, Inc. | VA-R3-E-072023-PAI | Region 3- Electrical |
| Paige Industrial Services, Inc. | VA-R3-GC-072023-PAI | Region 3- General Construction |
| Paige Industrial Services, Inc. | VA-R4-E-072023-PAI | Region 4- Electrical |
| Paige Industrial Services, Inc. | VA-R4-GC-072023-PAI | Region 4- General Construction |
| Service Mechanical, Inc. | VA-R1-HVAC-072023-SER | Region 1- Mechanical/HVAC |
| S-Works Construction Corporation | VA-R1-GC-072023-SWC | Region 1- General Construction |
| S-Works Construction Corporation | VA-R2-GC-072023-SWC | Region 2- General Construction |
| S-Works Construction Corporation | VA-R3-GC-072023-SWC | Region 3- General Construction |
| S-Works Construction Corporation | VA-R4-GC-072023-SWC | Region 4- General Construction |
| The Matthews Group, Inc. | VA-R1-GC-072023-TMG | Region 1- General Construction |
| The Matthews Group, Inc. | VA-R3-GC-072023-TMG | Region 3- General Construction |
| The Matthews Group, Inc. | VA-R4-GC-072023-TMG | Region 4- General Construction |
| Vigil Contracting, Inc. | VA-R1-GC-072023-VGL | Region 1- General Construction |

**IDIQ Contract Extensions**

| Company Name | Contract Number | |
|---|---|---|
| Happel & Associates, Inc. | CO-NE-GC03-090920-HAI | |
| RoofConnect Logistics, Inc. | CO-SE-RW01-090920-RCL | |
| RoofConnect Logistics, Inc. | CO-SW-RW01-090920-RCL | |

APPENDIX A Continued

| | | |
|---|---|---|
| Happel & Associates, Inc. | CO-NW-GC02-090920-HAI | |
| Happel & Associates, Inc. | CO-SE-GC02-090920-HAI | |
| Sunland Asphalt, Inc. | CO-SW-PAV02-090920-SAC | |
| Facilities Contracting, Inc. | CO-NE-GC04-090920-FCI | |
| Sunland Asphalt, Inc. | CO-NE-PAV01-090920-SAC | |
| ATI Restoration, LLC | CO-NE-GC05-090920-ATI | |
| RoofConnect Logistics, Inc. | CO-NE-RW01-090920-RCL | |
| Z-Craft, Ltd. | CO-SE-RW02-090920-ZCR | |
| PaveConnect Logistics, LLC | CO-SW-PAV01-090920-PCL | |
| PaveConnect Logistics, LLC | CO-NE-PAV02-090920-PCL | |
| PaveConnect Logistics, LLC | CO-SE-PAV01-090920-PCL | |
| JOC Construction | CO-SE-GC01-090920-LRI | |
| Happel & Associates, Inc. | CO-SW-GC02-090920-HAI | |
| Sunland Asphalt, Inc. | CO-SE-PAV02-090920-SAC | |
| PaveConnect Logistics, LLC | CO-NW-PAV01-090920-PCL | |
| Z-Craft, Ltd. | CO-SW-RW02-090920-ZCR | |
| JOC Construction | CO-SW-GC01-090920-LRI | |
| JOC Construction | CO-NW-GC01-090920-LRI | |
| RoofConnect Logistics, Inc. | CO-NW-RW01-090920-RCL | |
| JOC Construction | CO-NE-GC01-090920-LRI | |
| Sunland Asphalt, Inc. | CO-NW-PAV02-090920-SAC | |
| | | |
| | | |

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**SOURCEWELL**
**STATE OF MINNESOTA**

Member Kircher moved the adoption of the following Resolution:

**RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS**

**3/19/2024**

**Resolution No. 2024_12**

**WHEREAS**, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

**WHEREAS**, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

**WHEREAS**, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

**WHEREAS**, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Dahlberg and the following voted in favor: (list names here)
Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Dahlberg
and the following voted against: (list names here or "NONE")
NONE
whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
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**Clerk to the Board of Directors**

**APPENDIX A**

**SOURCEWELL PROCUREMENT DEPARTMENT**
**BOARD ITEMS - March 2024**

CONSENT AGENDA ITEMS

**Requesting Board permission to Solicit the following categories:**

| |
|---|
| Staffing with Related Services and Solutions |
| |
| |
| |

**Requesting Board permission to Re-Solicit the following categories:**

| |
|---|
| Indoor Fitness Equipment with Related Accessories and Services |
| Forklifts and Lift Trucks with Related Services |
| Public Sector and Education Administration Software Solutions with Related Services |
| Indefinite Delivery Indefinite Quantity - Texas |

CONSENT AGENDA ITEMS

**NEW CONTRACTS**

| Supplier Name | Contract Number | Solicitation Title |
|---|---|---|
| 22nd Century Technologies | 121923-CEN | *"Technology Products and Services with Related Solutions"* |
| A3 Communications | 121923-A3C | *"Technology Products and Services with Related Solutions"* |
| Carahsoft Technology Corp. | 121923-CHS | *"Technology Products and Services with Related Solutions"* |
| CDW Government | 121923-CDW | *"Technology Products and Services with Related Solutions"* |
| Computer Aid, Inc. | 121923-CAI | *"Technology Products and Services with Related Solutions"* |
| DGR Systems | 121923-DGR | *"Technology Products and Services with Related Solutions"* |
| Diverse Tech Services | 121923-DVT | *"Technology Products and Services with Related Solutions"* |
| Extreme Networks | 121923-EXN | *"Technology Products and Services with Related Solutions"* |
| Fortinet, Inc. | 121923-FTN | *"Technology Products and Services with Related Solutions"* |
| GovConnection | 121923-GVC | *"Technology Products and Services with Related Solutions"* |
| Ideal System Solutions | 121923-IDL | *"Technology Products and Services with Related Solutions"* |
| iTAD Solutions | 121923-ITD | *"Technology Products and Services with Related Solutions"* |
| SHI International Corp. | 121923-SHI | *"Technology Products and Services with Related Solutions"* |
| U.S. TelePacific Corp. | 121923-UST | *"Technology Products and Services with Related Solutions"* |
| Crossroads Ambulance Sales & Service | 122123-CRR | *"Ambulance and Emergency Medical Service Vehicles"* |
| Demers Ambulance | 122123-DEM | *"Ambulance and Emergency Medical Service Vehicles"* |
| Excellance, Inc. | 122123-EXL | *"Ambulance and Emergency Medical Service Vehicles"* |
| Medix Specialty Vehicles | 122123-MDX | *"Ambulance and Emergency Medical Service Vehicles"* |
| P.L. Custom Body and Equipment Co. | 122123-PLC | *"Ambulance and Emergency Medical Service Vehicles"* |
| REV Group, Inc. | 122123-RVG | *"Ambulance and Emergency Medical Service Vehicles"* |

**CONTRACT EXTENSIONS**

| Supplier Name | Contract Number | Solicitation Title |
|---|---|---|
| Mitsubishi Logisnext Americas | 091520-MCF | *"Forklifts and Lift Trucks with Related Services"* |
| Core Business Technologies | 042020-WWR | *"Fee Management and Online Payment Portal Software Solutions"* |
| Rycor Solutions | 042020-RYC | *"Fee Management and Online Payment Portal Software Solutions"* |
| Blue Bird Bus | 063020-BBB | *"School Buses with Related Accessories, Supplies, Parts and Services"* |
| Poligon by PorterCorp | 012621-PPC | *"Open Air Structures and Accessory or Utility Buildings with Related Equipment and Services"* |
| Greenfields Outdoor Fitness | 010721-GRN | *"Outdoor Fitness Equipment with Related Accessories and Services"* |
| Landscape Structures | 010721-LSI | *"Outdoor Fitness Equipment with Related Accessories and Services"* |
| Online School Management | 040220-ONL | *"Fee Management and Online Payment Portal Software Solutions"* |
| Blue1 Energy Equipment | 092920-TAN | *"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"* |
| Epson | 030321-EPS | *"Copiers, Printers, and Multi-Function Devices, with Related Supplies, Accessories and Services"* |
| HP, Inc. | 030321-HPC | *"Copiers, Printers, and Multi-Function Devices, with Related Supplies, Accessories and Services"* |
| Ricoh USA | 030321-RCH | *"Copiers, Printers, and Multi-Function Devices, with Related Supplies, Accessories and Services"* |
| Toshiba | 030321-TOS | *"Copiers, Printers, and Multi-Function Devices, with Related Supplies, Accessories and Services"* |
| Xerox Corporation | 030321-XOX | *"Copiers, Printers, and Multi-Function Devices, with Related Supplies, Accessories and Services"* |
| | | |

APPENDIX A Continued

**NEW IDIQ CONTRACTS**

| Company Name | Contract Number | Region - Type of Work |
|---|---|---|
| None | | |
| | | |
| | | |

**IDIQ CONTRACT EXTENSIONS**

| Company Name | Contract Number | |
|---|---|---|
| None | | |

# Sourcewell Product Pricing

| Category | Discount |
|---|---|
| Accessories | 9.00% |
| Power, Cooling & Racks | 5.00% |
| Desktop Computers | 3.75% |
| Data Storage/Drives | 7.00% |
| Enterprise Storage | 7.75% |
| Point of Sale/Data Capture | 5.00% |
| Servers & Server Management | 5.25% |
| Services (CDW Delivered) | 0.00% |
| Notebook/Mobile Devices | 5.00% |
| Chromebooks | 3.00% |
| NetComm Products | 9.00% |
| Carts and Furniture | 7.00% |
| Printing & Document Scanning | 3.75% |
| Services (Partner Delivered) | 7.25% |
| Client Configure-to-Order | 3.75% |
| Software | 5.75% |
| Collaboration Hardware | 10.00% |
| Video & Audio | 7.00% |
| Interactive Flat Panel Display | 9.00% |
| Cables | 15.00% |
| Books/DVD Movies | 0.00% |
| All Other Categories | 0.00% |

| OEM | Discount |
|---|---|
| Apple | 0.50% |

## CDW•G Advertised Price

For all RFP Categories, CDW•G is pleased to offer a discount % off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price ("CDWG Advertised Price").

## Cloud Offerings

As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Members will be discount 0% off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, & Microsoft Azure.

CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings.

# ServiceNow Solutions

| Role | Not to exceed Bill Rate (USD) |
|---|---|
| ServiceNow Engagement Manager | $223.65 |
| ServiceNow Program Manager | $232.05 |
| ServiceNow Advisory Services | $245.70 |
| ServiecNow Principal Consultant | $289.80 |
| ServiceNow Organizational Change Management Cons | $289.80 |
| ServiceNow Integration Expert | $236.25 |
| ServiceNow Quality Assurance Expert | $196.35 |
| ServiceNow Solution Architect | $236.25 |
| ServiceNow Technical Consultant | $210.00 |
| ServiceNow Trainer | $236.25 |

*These rates are subject to 5% annual escalation,

on the anniversary date of contract effective date.

## Amplified Solutions

| Service Name | Description | Discount |
|---|---|---|
| Google for Education (GFE) Audit - K12 | A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts | 3.00% |
| Google for Education (GFE) Audit - Higher Ed | A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts | 3.00% |
| Google for Education (GFE) KickStart Package | A Google for Education KickStart Package provides the tailored configuration for your school of every | 3.00% |
| Google for Education (GFE) Support - Support Hours | Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break | 3.00% |
| Google for Education (GFE) Support - 20 Support Hours | Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break | 3.00% |
| Google for Education (GFE) Support - 40 Support Hours | Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break | 3.00% |
| Google for Education (GFE) Support - Adhoc Support Hours | Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break | 3.00% |
| North American Google Technical Collaborative | The Google for Education Technical Collaborative is a membership-only community of education technology specialists from across North America who share insights and practices. | 3.00% |
| Google for Education (GFE) Training/Consultancy - Full Day Onsite | Google for Education Training/Consultancy Full Day Onsite (including Expenses)<br>Our custom onsite Consultancy services are designed to ease G Suite management, provide lessons learned and ensure best practices are in place through knowledge transfer and enablement. | 3.00% |
| Google for Education (GFE) Chrome Checkup | A Google for Education Chrome Check-up digs deep into your current Chrome User, Device and Management configuration . Our industry experts will analyze all Chrome related Admin Console settings and your Chrome device data to ensure you are optimized for success and ready for the future!<br>For full description - https://www.amplifiedit.com/chromecheckup/<br><br>Google for Education (GFE) Chrome Check-up to include:<br>In-depth review of your G Suite Chrome settings and devices.<br>Results of Check-up and Analysis.<br>Hour and a half Review Meeting with Amplified IT consultants | 3.00% |
| Amplified IT Admin Level 1 Certification Training - Self-Paced | The Amplified Admin Level 1 Certification training will guide your IT staff through educational best practices and G Suite Admin console skills and techniques. This fundamentals course covers Admin Console basics and key settings configurations for the educational use of G Suite. (This is per Seat Pricing) | 3.00% |
| Amplified IT Admin Level 2 Certification Training - Self-Paced | The Amplified Admin Level 2 Certification training is our advanced-level G Suite Admin course and requires an Amplified Admin Level 1 certification to validate fundamental knowledge of the G Suite environment. This course will build on the basics learned in Level 1 to address more complex settings, topics, and advanced best practices as it applies to education. (This is per Seat Pricing) | 3.00% |
| Amplified IT Admin Security Specialist Certification Training - Self-Paced | The Amplified Admin Security Specialist Certification for those G Suite Admins who are looking for advanced-level, security-specific training. This certification training builds on the foundational and advanced Amplified Admin Level 1 and 2 courses, providing a comprehensive understanding of cybersecurity risk factors facing EDU leaders and how to appropriately mitigate through setting configurations. (This is per Seat Pricing) | 3.00% |
| Amplified IT Admin Security Bundle | This bundle contains access to the Amplified Admin Level 1 Certification - Live Instructed, Amplified Admin Level 2 Certification - Live Instructed, and Amplified Admin Security Specialist - Self-Paced courses in addition to videos, transcripts, and slides. Access to an EDU Workspace Admin console is required for this course. (This is per Seat Pricing) | 3.00% |
| Gopher products (product) | Gopher products enable schools to better manage their Google users, groups, chrome devices, and polices at scale. This discount applies to a la carte and bundle packages of Gopher applications. | 3.00% |
| Little SIS (product) | Little SIS gives schools ability to manage Google Classroom at scale. Features include delegated administration, student and class performance analysis, usage reporting, student work review as well as administrative tasks like adding, deleting and archiving of classes. | 3.00% |
| MSRP can be found at https://www.amplifiedit.com/MSRP | | |

# Data Center Transformation

| Role | Not to exceed Bill Rate (USD) |
|---|---|
| Analyst | $140.00 |
| Sr Analyst | $165.00 |
| Consultant | $215.00 |
| Sr Consultant | $255.00 |
| Managing Consultant | $275.00 |
| Principal Consulant | $295.00 |
| Chief Architect | $295.00 |
| Consulting Project Manager | $215.00 |
| Consulting Engagement Manager | $230.00 |
| Consulting Project Coordinator | $165.00 |
| Consulting Program Manager | $245.00 |
| Enterprise Architect | $295.00 |
| Executive Technology Strategist | $295.00 |

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

# Digital Velocity Solutions

| Role | Not to exceed Bill Rate (USD) |
|---|---|
| F-CTO | $341.25 |
| Practice Director | $341.25 |
| Digital Strategy Consultant | $309.75 |
| Principal Consultant - Cloud | $309.75 |
| Hybrid Cloud Architect | $262.50 |
| Hybrid Cloud Engineer | $236.25 |
| Principal Consultant - DataOps | $309.75 |
| DataOps Architect | $262.50 |
| DataOps Engineer | $236.25 |
| Principal Consultant - SW | $309.75 |
| SW Architect | $262.50 |
| SW Engineer | $225.75 |
| Principal Consultant - SDI | $309.75 |
| Solutions Architect | $262.50 |
| Solutions Engineer | $236.25 |
| Digital Product Strategist | $262.50 |
| Enterprise Program Manager | $236.25 |
| Sr Technical Project Manager | $231.00 |
| Technical Project Manager | $215.25 |
| Sr. Agile Project Manager | $236.25 |
| Agile Project Manager | $225.75 |

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

# Managed Services

Gold Level Support for Customer Devices

| Applications | Not to exceed Bill Rate (USD) |
|---|---|
| Microsoft System Center Configuration Manager (SCCM) - Gold | $543.38 |
| Microsoft Active Directory - Small Environment 2-10 DCs - Gold | $572.36 |
| DHCP Support add to MS AD above | $163.74 |
| Microsoft Active Directory - Medium Environment 11-20 DCs - Gold | $869.40 |
| Microsoft Active Directory - Large Environment 21+ DCs - Gold | $1,666.35 |
| Microsoft Active Directory Federation Services (ADFS) - Gold | $782.46 |

# Managed Services

| Backup | Not to exceed Bill Rate (USD) |
|---|---|
| IBM Tivoli Storage Manager Gold | $2,173.50 |
| Commvault RMS Backup Environment SM: 1-250 VMs - Gold | $1,195.43 |
| Cohesity RMS SM: 1-250 VMs - Gold | $1,195.43 |
| Commvault RMS Backup Environment Med: 251-600 VMs - Gold | $1,738.80 |
| Commvault RMS Backup Environment Lrg: 601-1000 VMs - Gold | $2,173.50 |
| Commvault RMS Backup Environment XL: 1000+ VMs - Gold | $2,753.10 |
| Veeam RMS SM: 1-250 VMs - Gold | $1,195.43 |
| Veeam RMS Med: 251-600 VMs - Gold | $1,738.80 |
| Veeam RMS Lrg: 601-1000 VMs - Gold | $2,173.50 |
| Veeam RMS XL: 1000+ VMs - Gold | $2,753.10 |
| EMC Avamar RMS SM: 1-250 VMs - Gold | $1,195.43 |
| EMC Avamar RMS Med: 251-600 VMs - Gold | $1,738.80 |
| EMC Avamar RMS Lrg: 601-1000 VMs - Gold | $2,173.50 |
| EMC Avamar RMS XL: 1000 VMs - Gold | $2,753.10 |
| EMC Data Domain - Gold | $2,173.50 |
| Microsoft System Center DPM - SM <100 - Gold | $1,738.80 |
| Microsoft System Center DPM - Med 100 - 500 - Gold | $2,173.50 |
| Microsoft System Center DPM - Lrg >500 Gold | $2,753.10 |
| Microsoft System Center DPM - XL - Gold | $3,477.60 |

| Citrix | Not to exceed Bill Rate (USD) |
|---|---|
| Citrix - Per Licensed User - Gold | $17.39 |

| Converged Infrastructure | Not to exceed Bill Rate (USD) |
|---|---|
| Cisco UCS - Gold | $340.52 |

| Databases | Not to exceed Bill Rate (USD) |
|---|---|
| Microsoft SQL - Gold | $869.40 |
| MySQL- Gold | $869.40 |
| Oracle - Gold | $869.40 |

| Hyperconverged Infrastructure | Not to exceed Bill Rate (USD) |
|---|---|
| Cisco HyperFlex Edge Node Mangement - Gold | $275.31 |
| Cisco HyperFlex Node Mangement - Gold | $275.31 |
| Nutanix Node Management - Gold | $275.31 |
| vSAN Node Management - Gold | $260.82 |

| Network | Not to exceed Bill Rate (USD) |
|---|---|
| Silver Peak SD-WAN - Gold | $69.05 |
| Aruba Wireless Controller/Conductor - Gold | $65.21 |
| Aruba Wireless Access Points - Gold | $2.90 |
| Cisco Mobility Services Engine – Gold | $50.72 |
| Cisco Prime Infrastructure Manager - Gold | $50.72 |
| Cisco Switch: Access/Stacked Switch (No Module Capability) - Gold | $28.98 |
| Cisco Switch: Access w/ Module Capability (including Supervisor) - Gold | $28.98 |
| Cisco Switch: Core (no Module Capability) - Gold | $66.65 |
| Cisco Switch: Core w/ Module Capability (including Supervisor) - Gold | $66.65 |
| Cisco Switch: Module - Gold | $14.49 |
| Cisco Router - Gold | $50.72 |
| Cisco iWAN - Gold | $50.72 |
| Cisco WAAS/WAVE - Gold | $37.67 |
| Cisco Wireless Controller - Gold | $65.21 |
| Cisco Wireless Access Points - Gold | $2.90 |
| Cisco SD-WAN - Gold | $81.14 |
| Cradlepoint Flex - Gold | $28.98 |
| Cradlepoint Enterprise - Gold | $44.92 |
| F5: BIG-IP - Gold | $75.35 |
| F5: Local Traffic Manager (LTM) - Gold | $218.80 |
| F5: Advance Firewall Manager (AFM) - Gold | $182.57 |
| F5: BIG-IP DNS - Gold | $181.13 |
| Riverbed Steelhead - Gold | $18.84 |
| Cisco Application Centric Infrastructure (ACI) - per switch - Gold | $73.90 |
| Meraki MR Wireless Access Points - Gold | $2.90 |
| Meraki MV Wireless Camera - Gold | $3.62 |
| Meraki MG Cellular Gateway - Gold | $14.49 |
| Meraki MS Switch - Gold | $14.49 |
| Meraki MX Security Appliance - Gold | $23.18 |

| Operating Systems | Not to exceed Bill Rate (USD) |
|---|---|
| Windows O/S - Gold | $81.51 |
| Linux O/S (Red Hat/ SUSE) - Gold | $163.74 |
| AIX O/S - Gold | $310.09 |
| IBM System I - Gold | $1,304.10 |

| Security | Not to exceed Bill Rate (USD) |
|---|---|
| Cisco ASA - Gold | $588.29 |
| Cisco Firepower Services (Per Sensor) - Gold(Includes Firepower Management Center (FMC) support) | $328.92 |
| Cisco Firepower Threat Defense - Gold(Includes Firepower Management Center (FMC) support) | $644.81 |
| Palo Alto Firewall wo Panorama - Gold | $549.17 |
| Palo Alto Firewall w Panorama - Gold | $549.17 |
| Palo Alto Panorama - Gold | $266.62 |
| Cisco Identity Services Engine (ISE) - Gold | $539.56 |
| Fortinet Firewall wo FortiManager – Gold | $549.17 |
| Fortinet Firewall w FortiManager – Gold | $549.17 |
| Fortinet FortiManager – Gold | $266.62 |
| Fortinet FortiAnalyzer – Gold | $81.14 |
| Cisco Umbrella - Gold (Per User) | $0.88 |

| Server Virtualization (Hypervisor) | Not to exceed Bill Rate (USD) |
|---|---|
| VMware ESXi - Gold | $210.11 |
| Nutanix AHV - Gold | $210.11 |
| Microsoft Hyper-V - Gold | $210.11 |

| Storage | Not to exceed Bill Rate (USD) |
|---|---|
| Controller: IBM Storage Virtualization (priced per controller) - Gold | $1,086.75 |
| Storage: Disk per 1 TB Raw [For first 100 TB] - Gold | $17.39 |
| Storage: Disk per 1 TB Raw [For TBs over 100 TB] - Gold | $2.32 |
| SAN Switch - Gold | $239.09 |
| Controller: NetApp (Priced per controller) - Gold | $1,086.75 |
| Controller: EMC (Priced per controller) - Gold | $1,086.75 |
| Controller: IBM (Priced per controller) - Gold | $1,086.75 |

| UC (Unified Communications) | Not to exceed Bill Rate (USD) |
|---|---|
| Call Control: Cisco Analog Voice Gateway- Gold | $19.56 |
| Call Control: Cisco CUCM/IM&P Server - Gold(Includes IM&P / Presence nodes.) | $543.38 |
| Call Control: Cisco Unity Connection (UCONN) - Gold | $398.48 |
| Call Control: Cisco Voice Gateway - Gold | $72.45 |

| | |
|---|---|
| Call Control: Cisco Business Edition 6000 Lifeline - Gold | $811.01 |
| Call Control: Cisco Attendant Console (CUxAC) - Gold | $543.38 |
| Call Control: VistaPoint Attendant Console - Gold | $543.38 |
| Call Control: Cisco Call Manager Express - Gold | $181.13 |
| Call Control: Cisco Unified Border Element (CUBE) - Gold | $181.13 |
| Call Control: Cisco Prime License Manager (ELM/PLM) - Gold | $144.90 |
| Call Control: Cisco Prime Collaboration Deployment - Gold | $144.90 |
| 911: Cisco Emergency Responder (CER) - Gold | $398.48 |
| Voice Mail: Cisco Unity Express - Gold | $181.13 |
| Notification: InformaCast from Singlewire - Gold | $398.48 |
| Call Experience Testing - 2CPH - Gold | $495.71 |
| Included Up to 10 MACD Incidents - Monthly<br><br>(If you choose to have CDW perform your MACD activity, the first 10 MACDs are included in the monthly cost. Customer must submit MACDs on CDW's standard MACD form. MACDs beyond 10 per month are available in the blocks of 10 for 350 per block. | $0.00 |

| UC Contact Center | Not to exceed Bill Rate (USD) |
|---|---|
| Contact Center: Exony Virtual Integration Manager (VIM) - Gold | $472.50 |
| Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold<br><br>(Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server. Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUIC, Rogger and Peripheral Gateway (PG). ) | $456.44 |
| Contact Center: Cisco / Calabrio Quality Management (QM) - Gold | $456.44 |
| Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold | $405.72 |
| Contact Center: Virtualized Voice Browser (VVB) - Gold | $108.68 |
| Contact Center: UCC Express (UCCX) / Finesse - Gold(Contact Center Express, Cisco Finesse or IPIVR/VRU) | $456.44 |
| Contact Center: Cisco Unified Intelligence Center - Gold | $454.17 |
| Contact Center: SocialMiner - Gold | $456.44 |
| Contact Center: 2Ring Dashboards and Wallboards - Gold | $456.44 |
| Contact Center: Email Interaction Manager (EIM/WIM/CIM) - Gold | $456.44 |
| Contact Center: Enterprise Chat and Email (ECE) - Gold | $456.44 |
| Contact Center: eGain Analytics - Gold | $405.72 |
| Contact Center: ESNA Cloudlink - Gold | $144.90 |
| CVP: CVP Operations Console - Gold | $405.72 |
| CVP: SIP Proxy (CUSP) - Gold | $202.76 |
| CVP: Ingress Gateway - Gold | $108.68 |
| CVP: VXML Gateway - Gold | $108.68 |
| Bucher and Suter (Connector for Salesforce.com) - Gold | $144.90 |

| UC Video | Not to exceed Bill Rate (USD) |
|---|---|
| Cisco WebEx Meetings Server (CWMS) - Gold | $398.48 |
| Cisco WebEx Cloud Connected Audio - Gold | $446.05 |
| Cisco Meeting Place Express - Gold | $398.48 |

| | |
|---|---|
| UC Video: Cisco Meeting Server (CMS) - Gold | $217.35 |
| UC Video: Cisco Meeting Manager (CMM) - Gold | $217.35 |
| UC Video: Cisco Telepresense Content Server - Gold | $398.48 |
| UC Video: Expressway-C / Expressway-E - Gold | $217.35 |
| UC Video: Telepresense Management Suite (TMS) - Gold | $543.38 |
| Cisco Webex Hybrid Directory Connector - Gold | $217.35 |
| UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold | $217.35 |
| UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold | $217.35 |
| UC Video: MSE Chassis - Gold | $144.90 |
| UC Video: MCU MSE Blade - Gold | $108.68 |
| UC Video: Gateway (GW) MSE Blade - Gold | $108.68 |
| UC Video: Endpoint Management - Gold | $72.45 |
| UC Video: Telepresense Server Blade - Gold | $108.68 |
| UC Video: Telepresense MCU - Gold | $108.68 |

| AWS and AZURE Basic / Essential / Premium Support | Monthly Price |
|---|---|
| *Basic Service - $0K to $10K | As Invoiced |
| *Basic Service - $10K to $250K | As Invoiced |
| *Basic Service - $250K+ | As Invoiced |
| Essential Service - $0K to $35K | As Invoiced |
| Essential Service - $35K to $75K | As Invoiced |
| Essential Service - $75K+ | As Invoiced |
| Premium Service - $0K to $100K | As Invoiced |
| Premium Service - $100K to $250K | As Invoiced |
| Premium Service - $250K+ | As Invoiced |

*Fees are based on a percentage of customer's actual consumption of AWS / Azure services.
**If CDW is billing the customer for Basic consumption, no pricing uplift is applied.

| Additional Services | Monthly Price |
|---|---|
| End User Help Desk Support | Custom Quote |
| Exchange and SharePoint Support | Custom Quote |
| Security Incident and Event Management (SIEM) | Custom Quote |
| Data Protection and Retention Services | Custom Quote |
| ServiceNow Ticket Integration and Management | Custom Quote |

| Time and Materials Support - Out of Scope Services | Not to exceed Bill Rate (USD) |
|---|---|
| Managed Services Engineering and Consulting | $210.00 |

**Pricing Notes:**

**Recurring Services - Monthly Minimum Fees**

Managed Customer Devices
Gold Level Support = $1,000.00 per Month
AWS / Azure Support
Basic = $49.00 per Month
Essential = $400.00 per Month
Premium = $2,500.00 per Month

**Time and Materials Support - Additional Terms**
Unschedule after hours support is 2X hourly rate with a 2 hour minimum

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

# Professional Services

| Role | Not to exceed Bill Rate (USD) |
|---|---|
| Associate Consulting Engineer | $183.75 |
| Consulting Engineer | $225.75 |
| Senior Consulting Engineer | $236.25 |
| Technical Lead / Principal Consulting Engineer | $267.75 |
| Enterprise Consulting Architect | $267.75 |
| Business Consulting Analyst | $257.25 |
| Project Administrator | $173.25 |
| Project Manager | $220.50 |
| Senior Project Manager | $225.75 |
| Enterprise Project Manager, PMO Lead | $241.50 |
| Program Manager | $241.50 |
| Technical Architect | $367.50 |

*These rates are subject to 5% annual escalation,

on the anniversary date of contract effective date.

# Security (Cyber & Physical)

| Cloud | Not to exceed Bill Rate (USD) |
|---|---|
| Consultant | $249.38 |
| Manager | $274.31 |
| Sr. Consultant | $299.25 |
| Sr. Manager | $299.25 |
| Director | $374.06 |

| Cyber-Privacy-Threat Intelligence | Not to exceed Bill Rate (USD) |
|---|---|
| Associate Consultant | $179.55 |
| Consultant | $229.43 |
| Sr. Consultant | $249.38 |
| Manager | $259.35 |
| Sr. Manager | $274.31 |
| Principal Consultant | $279.30 |
| Technical Lead | $279.30 |
| Director | $324.19 |
| Managing Director | $399.00 |

| IAM and Ops, Advisory & Programs (SOAP) | Not to exceed Bill Rate (USD) |
|---|---|
| Associate Consultant | $164.59 |
| Sr. Associate Consultant | $184.54 |
| Consultant | $229.43 |
| Sr. Consultant | $249.38 |
| Managing Consultant | $259.35 |
| Manager | $259.35 |
| Architect | $269.33 |
| Sr. Manager | $274.31 |
| Principal Consultant | $279.30 |
| Director | $324.19 |
| Managing Director | $399.00 |

| Incident Response | Not to exceed Bill Rate (USD) |
|---|---|
| Incident Response-All roles | $423.94 |

| Infrastructure - Physical | Not to exceed Bill Rate (USD) |
|---|---|
| Associate Consultant | $179.55 |
| Consultant | $229.43 |
| Sr. Consultant | $254.36 |
| Enterprise Atchitect | $279.30 |
| Principal Consultant | $279.30 |
| Technical Lead | $279.30 |

| Risk Consulting (RC) | Not to exceed Bill Rate (USD) |
|---|---|
| Associate Consultant | $119.70 |
| Sr. Associate Consultant | $134.66 |
| Consultant-Finance | $144.64 |
| Sr. Consultant-Finance | $149.63 |
| Consultant-IT | $154.61 |
| Sr. Consultant-IT | $159.60 |
| Manager | $169.58 |
| Sr. Manager | $179.55 |
| Director | $184.54 |
| Managing Director | $199.50 |

| Technology Integration (Splunk & IAM) | Not to exceed Bill Rate (USD) |
|---|---|
| Solution Architect (Delivery) | $314.21 |

*These rates are subject to 5% annual escalation,
on the anniversary date of contract effective date.

Agenda Item R.9. 2/17/2026

## SUBJECT

Approve cooperative agreement with AVI-SPL LLC to provide audio visual equipment, accessories, and services for Polk County. ($2,000,000.00 estimated annual expense)

## DESCRIPTION

Historically, Polk County has contracted with AVI-SPL to provide audio visual (AV) systems for the Emergency Operations Center, the Utilities SCADA system, and most recently for the new fire rescue training facilities through OMNIA cooperative agreements. The Facilities Management and Communications Divisions have requested Procurement to piggyback a new agreement with AVI-SPL to continue to provide standardized audio visual equipment, accessories, and services as needed. There are two planned projects that will begin upon execution of this agreement, 1) Board Room audio visual upgrades, and 2) Utilities Administration building conference room audio visual upgrades.

The County belongs to the OMNIA Cooperative, which has enabled us to piggyback the agreements that were solicited on behalf of the cooperative. OMNIA recently solicited Request for Proposal (# R250401), resulting in an agreement with AVI-SPL LLC for audio visual equipment, accessories, and services. The term of the agreement is through October 1, 2030. There are no local vendors that provide these services.

## RECOMMENDATION

Approve cooperative agreement with AVI-SPL LLC to provide audio visual equipment, accessories, and services for Polk County. (Estimated annual expense, $2,000,000.00)

## FISCAL IMPACT

Funding for the Board Room project is available within the general fund reserves. Funding for the Utilities Administration building conference room project is available within the Utilities 5-year CIP R&R budget.

## CONTACT INFORMATION

Procurement Analyst

Procurement Office

(863) 534-6724

mikebaselice@polkfl.gov

**PIGGYBACK AGREEMENT FOR AUDIO VISUAL SOLUTIONS AND SERVICES**

**THIS PIGGYBACK AGREEMENT** (the "Agreement") is entered into as of the Effective Date defined in Section 3A, 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 AVI-SPL LLC (the "Vendor"), a Florida limited liability company, 6301 Benjamin Road, Suite 101, Tampa, Florida 33634, and whose Federal Employer Identification Number is 59-1958935.

**WHEREAS,** the County's Procurement Ordinance and Procurement Procedures permit it to enter into piggyback purchasing agreements; and

**WHEREAS,** the County requires the services of a vendor who can provide audio visual equipment, accessories, and services for the County; and

**WHEREAS,** the Vendor has contracted through OMNIA Partners with Region 4 Education Service Center (the "Region 4 ESC") to provide audio visual equipment, accessories, and services pursuant to that certain Contract No. R250401 dated as of October 1, 2025 (as subsequently amended, the "Region 4 ESC Agreement") which those parties entered into upon Region 4 ESC award of RFP 25-04 to Vendor for audio visual equipment, accessories, and services; and

**WHEREAS,** the County and the Vendor have determined that the Region 4 ESC Agreement is an acceptable agreement upon which the County and the Vendor may establish a piggyback agreement.

**NOW, THEREFORE,** in consideration of the promises contained herein, the parties hereby agree, as follows:

1. **Recitals.** The above stated recitals are true and correct.

2. **Terms and Conditions; Conflict.** Except as otherwise stated herein, the terms and conditions of the Region 4 ESC's Agreement shall form the basis of this Agreement, with the County having the rights, duties, and obligations of the "Region 4 Education Service Center" thereunder. A true and correct copy of the Region 4 ESC Agreement is attached as Exhibit "A" and incorporated herein. If any provision of this Agreement conflicts with any provision of the Region 4 ESC Agreement, then the terms, conditions, and provisions of this Agreement shall control.

3. **Services To Be Performed By Vendor.**

3.1 The County does hereby retain the Vendor to furnish those services and to perform those tasks (collectively, the "Services") further described in (i) the Region 4 ESC Agreement, to include all attachments and addenda, and (ii) the Vendor's submittal thereto (collectively, (i) and (ii) are "Region 4 ESC Agreement"), both of which are incorporated into this Agreement by this reference, attached as a composite Exhibit "A" and made a part of this Agreement. For purposes of this Agreement, a "Project" shall be defined as Services required by the County and performed by the Vendor, whether planned with advance notice, each as further set forth and described below.

3.2 Planned Projects.

3.2.1 When the County requires the Vendor to perform Services for a planned Project, the County, by the Division Director or their Designee, will issue a Work Authorization to the Vendor stating the specific scope of services, time schedule, and a maximum limit of compensation based on the discount rates and labor rates listed in Exhibit "B" for the planned Project, and all provisions of this Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work

Authorization will also state the following Project information: (1) specific scope of services, (2) maximum amount of compensation, (3) Project schedule, (4) liquidated damages (if applicable), (5) Public Construction Bond (if applicable). Each Work Authorization shall become effective upon due execution and issuance of a purchase order.

3.2.2 Planned Work Authorizations greater than $100,000 shall be approved by the County Manager or designee prior to a purchase order being issued for the services. These Work Authorizations must also include a history of cumulative spend for all prior work authorizations executed under this Agreement.

3.2.3 The Vendor is not authorized to undertake any planned Project without a duly executed Work Authorization and corresponding purchase order, which shall specify the services to be performed and the time to be completed.

3.3 Non-Exclusive Provider. The Vendor recognizes and acknowledges that the County may employ several different vendors to perform the same or similar Services for the County and that the Vendor has not been employed as the exclusive agent to perform any such Services.

3.4 Work Authorizations Valid After Agreement Expiration. When the Vendor and the County enter into a Work Authorization for any Project where the term of the Work Authorization expires on a date that is later than the date that the Agreement expires, the Vendor and the County agree that the terms of this Agreement and any amendments, attachments or provisions thereof shall automatically extend through and until the expiration (including any extension or amendment thereto) or full completion of the requirements of the Work Authorization have been performed. Cancellation by the County of any remaining services prior to the Vendor's full completion of the requirements of the Work Authorization shall cause the terms of this Agreement to terminate at the same time. This Section 2.5 applies only when the expiration of the Work Authorization extends beyond the expiration of this Agreement. This section does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.

3.5 When the Vendor and the County enter into a Warranty, as provided and further described in Exhibit A ("Warranty") where the term of the Warranty expires on a date that is later than the date that this Agreement expires, the Vendor and the County agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration (including any extension or amendment thereto) or full completion of the requirements of the Warranty have been performed.

## 4. Compensation.

4.1 In consideration for its providing the Products and Services, the County shall pay the Vendor the current retail price, the discounted price, the negotiated or quoted amount for a Special Part, or the BPI Labor Rate discounted price found in Exhibit "B" which is attached hereto and made a part of this Agreement (the "Fee Schedule").

4.2 Compensation for additional services may be negotiated as a not-to-exceed price or a lump sum amount on a per-project basis, on each individual WO.

4.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices for payment must reference this Agreement, corresponding purchase order number and shall be delivered, as applicable based on the particular project.

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

4.5 The Vendor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to the appropriate User Division.

4.6 The Vendor will clearly state "Final Invoice" on the Vendor's final/last billing for the Services rendered to the County. The Vendor'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 Vendor hereby waives any charges not properly included on its Final Invoice.

4.7 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Vendor's performance of the Service or the County's acceptance of any work.

4.8 The Vendor's project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of all charges stated in each invoice.

**5. Supplemental Terms and Conditions.** The terms and conditions of the Region 4 ESC Agreement are hereby modified or supplemented, as follows:

**A. Term.** The term of this Agreement shall commence on the date (the "Effective Date") the later of the two parties executes the Agreement and, unless sooner terminated pursuant to Section 5.D herein, shall continue until the first to occur of the following: (i) upon expiration or earlier termination of the Region 4 ESC Agreement (it being acknowledged and understood that the latest possible termination date for the Region 4 ESC Agreement, with all renewal options exercised, is October 1, 2030); or (ii) upon termination by the County, for any reason or no reason, following 30 days' written notice to the Vendor.

**B. Insurance.** 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. The Vendor 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 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.

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.

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

**C. Indemnity.** 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.

**D. 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.

**E. Default and Remedy.** If Vendor materially defaults in its obligations under this Agreement, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to 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, then Vendor shall have the right to immediately terminate this Agreement by delivering written notice to the County and to seek payment from County for those services Vendor has provided but for which has not yet been paid.

**F. Attorneys' Fees and Costs.** In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

**G. Dispute Resolution.** Notwithstanding anything in the Region 4 ESC Agreement to the contrary, there shall be no arbitration of any dispute arising or pertaining to this Agreement. The parties shall resolve all such disputes via voluntary and non-binding mediation or negotiation.

**H. 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 WHATSOEVER 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.**

**I. Governing Law.** This Agreement shall be governed in all respects by the Laws of the State of Florida, without regard to conflicts of the laws principles.

**J. Venue.** Any litigation with respect to this Agreement shall be brought and prosecuted only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

**K.** **Notice.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by nationally recognized messenger or by courier service, or mailed by registered or certified mail, return receipt requested, and addressed, as follows:

| | |
|---|---|
| If to the County: | Polk County Facilities Management Division<br>Attention: Facilities Director<br>330 West Church Street<br>P.O. Box 9005, Drawer PW05<br>Bartow, FL 33831-9005 |
| If to Vendor: | AVI-SPL LLC<br>Attention: Title Manager<br>6301 Benjamin Road, Suite 101<br>Tampa, FL 33634 |

**L.** **Non-exclusive Agreement.** This Agreement does not grant the Vendor the exclusive right to provide the County audio visual equipment, accessories, and services during the Agreement term. The County may utilize its own personnel to perform such services or it may employ other vendors or contractors to provide such services.

**M.** **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) 534-7670**
**EMAIL: RMLO@POLK-COUNTY.NET**

**N. 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).

**O. 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.

**P. 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.

**Q. 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.

**R. 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.

**S. Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the parties. This Agreement may only be modified or changed in writing, and such modifications and changes signed by both parties.

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

**ATTEST:**

STACY BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

**Polk County**, a political subdivision of the State of Florida

By: _____
, Chairman
Board of County Commissioners

Date Signed By County_____

Reviewed as to form and legal sufficiency:

1/14/26
County Attorney's Office Date

**ATTEST:**

By: _____
Corporate Secretary

John T. Zettel
[Print Name]

Date: January 21, 2026

**AVI-SPL LLC,**
a Florida limited liability company

By: _____

Mark Payne
[Print Name]

CFO
[Title]
Date: 1/21/2026

**SEAL**

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF Florida County OF Hillsborough

The foregoing instruments was acknowledged before me by means of [X] physical presence or [ ] online notarization this January 21, 2026 (Date) by Mark E. Payne (Name of officer or agent) as CFO (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and [X] is personally known to me or [ ] has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this January 21, 2026 (Date).

Kaye A. Burchenson (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number HH510692 Commission Expiration Date 8/1/2028

NOTARY PUBLIC STATE OF FLORIDA

KAYE A. BURCHENSON
Commission # HH 510692
Expires August 1, 2028

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: PB 26-106 Audio Visual Solutions and Services

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: AVI-SPL LLC

Signature: _____

Title: CFO

Date: 1/21/2026

State of: Florida

County of: Hillsborough

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 21st day of January, 2026 by Mark Payne (*name*) as CFO (*title of officer*) of AVI-SPL LLC (*entity name*), on behalf of the company, who [X] is personally known to me or [ ] has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Kaye A. Burchenson

Notary Commission Number and Expiration: 8/1/2028

(AFFIX NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA

KAYE A. BURCHENSON
Commission # HH 510692
Expires August 1, 2028

## 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 Mark Payne (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.

AVI-SPL LLC

**NONGOVERNMENTAL ENTITY**

**SIGNATURE**

Mark Payne

**PRINT NAME**

CFO

**TITLE**

1/21/2026

**DATE**

## EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: PB 26-106 Audio Visual Solutions and Services
8

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

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

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

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

Executed this 21st day of January, 20 26.

**ATTEST:**

By: _____

PRINTED NAME: John T. Zettel

Its: Secretary

**CONTRACTOR:**

By: _____

PRINTED NAME: Mark Payne

Its: CFO

# Region 4 Education Service Center

**Contract # R250401**

for

Audio Visual Products and Services

with

## AVI-SPL LLC

## Effective: October 1, 2025

The following documents comprise the executed contract between the Region 4 Education Service Center and AVI-SPL LLC, effective October 1, 2025:

I. Vendor Contract and Terms & Conditions
II. Executed Offer and Signature Form
III. Supplier's Response to the RFP, incorporated by reference

## ***APPENDIX A***

## ***CONTRACT***

*This Contract ("**Contract**") is made as of October 1, 2025, by and between **AVI-SPL LLC** ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Audio Visual Solutions and Services ("the products and services").*

## RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 25-04 for ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of **three (3) years** unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to **two (2) years** after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall consist of this Contract, any Purchase Order (or other similar document agreed to in writing by Region 4), Region 4's Standard Terms and Conditions for Procurement Solicitations, the RFP and any Addenda, Region 4's Electronic Bid Certifications, the Offeror's Best and Final Offer(s), as accepted by Region 4, and the Offeror's Proposal, as accepted by Region 4, each instrument incorporated herein by reference.

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract,
   ii. Any Purchase Order (or other such similar document agreed to in writing by Region 4),
   iii. Region 4's Standard Terms and Conditions for Procurement Solicitations,
   iv. RFP and any Addenda,
   v. Region 4's Electronic Bid Certifications,
   vi. Offeror's Best and Final Offer, as accepted by Region 4, and
   vii. Offeror's proposal, as accepted by Region 4.

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. Conditions of cancellation are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “NON-PERFORMANCE /TERMINATION OF CONTRACT”.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. Conditions of Force Majeure are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “FORCE MAJEURE”.

e) Standard Cancellation for Convenience. Region 4 ESC may cancel this Contract in whole or in part for convenience and without cause by providing written notice. Such cancellation will take effect 30 calendar days after Region 4 sends the notice of cancellation. After the 30th calendar day all work will cease following completion of final purchase order, provided that when Region 4 may in its sole discretion direct Contractor to cease performance of the contract at any time during the 30 day notice period, in which case Contractor shall discontinue any further charges to Region 4.

12) Licenses. Maintenance of licenses are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “LICENSES AND PERMITS; PERFORMANCE”.

13) Survival Clause. Conditions of survival are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “SURVIVAL”.

14) Delivery. Conforming products shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled by Region 4 if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval.. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Audit rights are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "RIGHT TO AUDIT".

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Longer warranty periods and other specifications may be required if indicated herein or through supplemental terms by Region 4.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. This requirement is in addition to other provisions contained in this RFP related to criminal history information.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract.

30) **INDEMNITY. CONTRACTOR SHALL PROTECT, INDEMNIFY, AND HOLD HARMLESS BOTH REGION 4 ESC AND ITS ADMINISTRATORS, EMPLOYEES AND AGENTS AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING FROM THE ACTIONS OF THE CONTRACTOR, CONTRACTOR EMPLOYEES OR SUBCONTRACTORS IN THE PREPARATION OF THE SOLICITATION AND THE LATER EXECUTION OF THE CONTRACT. ANY LITIGATION INVOLVING EITHER REGION 4 ESC, ITS ADMINISTRATORS AND EMPLOYEES AND AGENTS WILL BE IN HARRIS COUNTY, TEXAS.**

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Should the original or addended proposal solicitation identify insurance is required to perform a work, certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

# REGION 4 EDUCATION SERVICE CENTER
# STANDARD TERMS AND CONDITIONS FOR PROCUREMENT SOLICITATIONS

These Standard Terms and Conditions for Procurement Solicitations ("Terms and Conditions" or "General Terms and Conditions"); the terms and conditions specified in REGION 4 EDUCATION SERVICE CENTER'S Contract with VENDOR; any Purchase Order (or other similar document agreed to in writing by Region 4); the procurement solicitation and any addenda, exhibits or forms to same ("RFP") (if any); the REGION 4 ESC Electronic Bid Certifications; and the portions of VENDOR'S proposal submitted in response to the RFP, including any best and final offers, that were accepted by REGION 4 ESC represent the basis for VENDOR to deliver the required goods and/or services. In the event of a conflict or inconsistency between or among the documents that form the entire agreement, the following order of precedence shall control: (1) the Contract; (2) any Purchase Order (or other similar document agreed to in writing by Region 4); (3) these Terms and Conditions; (4) the RFP and any Addenda; (5) Region 4's Electronic Bid Certifications; (6) VENDOR's Best and Final Offer, as accepted by Region 4; and (7) the portions of VENDOR'S proposal submitted in response to the RFP that were accepted by REGION 4 ESC. The Contract supersedes all prior offers, negotiations, exceptions, and understandings, whether oral or in writing.

## GENERAL TERMS AND CONDITIONS

### 1 PROPOSAL PREPARATION

.1 **Contract for Purchase**

The Contract(sometimes referred to as "Contract" or "Agreement") constitutes a binding contract between REGION 4 Educational Service CENTER ("REGION 4 ESC", "REGION 4" or "CENTER") and the VENDOR ("VENDOR"), having submitted a proposal in response to a procurement solicitation issued by REGION 4 ESC and whose proposal has been accepted and awarded by REGION 4 ESC, to furnish the goods and/or services specified on the face of the Agreement. This Agreement shall govern each purchase by REGION 4 ESC from VENDOR and is part of the terms and conditions of any purchase order or other similar document agreed to in writing by Region 4 issued in connection with this solicitation.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR FORM, PROPOSAL AND/OR OTHER DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED HEREIN SHALL BE CONTROLLING IN ALL INSTANCES. No pre-published terms on VENDOR'S order acknowledgments, invoices, or other forms shall have any force or effect. Acceptance of the VENDOR'S goods and/or services does not equal acceptance of any of the terms and conditions or other contractual provisions which may be stated in the VENDOR'S forms, proposals, and/or other documentation, except as specifically provided herein.

Notwithstanding anything to the contrary contained in these Terms and Conditions, upon the CENTER'S acceptance of a proposal, the VENDOR and the CENTER will have entered a binding contract. A solicitation/proposal does not become a contract unless and until it is accepted in writing by REGION 4 ESC after all necessary approvals, including any required approval by the REGION 4 ESC Board of Directors. The Agreement is enforceable from the time of the CENTER'S acceptance, without regard to the time of notification to the VENDOR of such acceptance.

.2 **Waiver of Preparation Costs and Claims**

By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against REGION 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the receipt, handling, administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

REGION 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by REGION 4 ESC.

.3 **Confidentiality**

Trade secrets and confidential information in the proposals must be clearly identified. If a VENDOR believes that a proposal is, or parts of a proposal are confidential, then the business organization must specify. The VENDOR must stamp in bold letters or watermark the term “CONFIDENTIAL” on that part of the proposal that the bidder believes to be confidential. The successful proposal may be considered public information even though parts are marked confidential. Copyrighted proposals are unacceptable and will be disqualified as unresponsive.

.4 **Preparation Guidance**

A representative of the proposing entity authorized to enter into contracts on behalf of the proposing entity must manually sign proposals in ink or electronically, as applicable. The person signing the proposal must indicate their title along with their signature. Proposals received without proper signatures will not be considered. At times, more readily editable versions of documents will be provided where necessary to facilitate the ease of providing information back to the CENTER for all VENDORS. **ALL DOCUMENTS SET FORTH IN THIS PROPOSAL SOLICITATION SHALL REIGN OVER ALTERED VERSIONS PROVIDED BY THE PROPOSER UNLESS SUCH DEVIATIONS OR MODIFICATIONS ARE DOCUMENTED AND SWORN TO ON THE PRESCRIBED AND PROVIDED DEVIATION/COMPLIANCE/ACKNOWLEDGEMENT FORM INCLUDED IN THE PROPOSAL REQUEST AND ACCEPTED IN WRITING BY REGION 4.**

VENDORS or their authorized representatives are expected to fully inform themselves of the terms, conditions, requirements, and specifications of this invitation before submitting proposals. Failure to do so will be at the VENDOR’s own risk. The law makes no allowance for errors of omission or commission on the part of the proposal companies; furthermore, the VENDOR cannot secure relief on the plea of error or ignorance concerning any requirement included in the proposal invitation.

If a pre-proposal meeting is held, that information will be indicated on page one (1) of the Notice to Propose or indicated explicitly in the electronic bidding portal. VENDORS are welcome to attend the proposal opening via Zoom at the date and time indicated in this proposal solicitation; however, VENDOR presence is not required, and no weight or other consideration toward any award decision will be given to any VENDOR s’ attendance or absence at the proposal opening. The form and content of the proposal recaps will be at the sole discretion of the management and staff of REGION 4.

Proposals shall be submitted only on the forms provided by REGION 4. Deviations from the General Conditions and Specifications shall be conspicuously noted in writing by VENDOR and included in the proposal.

Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area firms are especially invited to submit proposals.

## 2 STATEMENT OF INCLUSION/APPLICABILITY

These General Terms and Conditions apply to all proposal invitations issued by REGION 4. By this inclusion, they become an integral part of any contract awarded or purchase order issued in association with this proposal invitation.

## 3 GENERAL TERMINOLOGY

Throughout this document, the terms “Member," "Participating Member," etc., are used interchangeably to mean "the collective, cooperative association and the related activities of the management and staff of REGION 4 and any one or all of its participating school entity or other cooperative members and their management and staff."

The section titles contained in these Terms and Conditions document are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

No number listing of factors, or organization of subject matter or criteria in this document constitutes an order of preference, precedence, or importance unless specifically stated to the contrary.

## 4 CONTRACT PERIOD

The term length for any contract resulting from any award under this proposal is stated in the Contract, RFP, Purchase Order or other Contract document, as applicable. Unless otherwise indicated in these Terms and Conditions, all proposal pricing will be firm throughout the Contract period.

## 5 ADDENDUMS

REGION 4 reserves the right to revise and amend the specifications before the date set for the bid opening. It is the responsibility of each VENDOR, before submitting their proposal, to review https://region4esc.ionwave.net to determine if any addendums have been issued.

If any changes to this proposal invitation occur after the original proposal invitation, the changes or corrections to this invitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original proposal invitation or any previous addendum.

Each addendum will be sent to all entities that have received a copy of this proposal invitation. REGION 4 or their appointed representative is the sole authority for issuing any addendum related to this proposal. Any communications from any person or entity other than REGION 4 regarding any matters related to this proposal are invalid and will not influence this proposal invitation.

Each addendum must be acknowledged and signed by the VENDOR. The addendum acknowledgment form must be submitted along with the proposal submission before the bid opening date and time indicated the proposal solicitation.

## 6 CHANGES AND AMENDMENTS

This Agreement may be changed or amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. No such changes or amendments shall have any effect unless and until a written amendment to this Agreement is executed by REGION 4 ESC’s Executive Director (or designee) after any necessary approvals have been obtained from the REGION 4 ESC Board of Directors.

## 7 REQUESTS FOR EXPLANATION/INTERPRETATION

Any explanation desired by a prospective VENDOR regarding the meaning or interpretation of any part of the proposal documents must be requested in writing to the REGION 4 ESC Procurement Contract Specialist identified in this solicitation at least five (5) REGION 4 ESC business days prior to the date set to receive proposals, in order to allow a response to reach all prospective VENDORS s before the submission of their proposals. Any REGION 4 ESC response, interpretation, correction, approval, supplemental instruction or change to the proposal documents will be made in the form of a written addendum and will be posted at the location where the original bid solicitation was accessed. Sole authority for issuing addenda shall be vested in the REGION 4 ESC Procurement Department. All interpretations and/or clarifications considered necessary by and approved by the CENTER in response to a prospective VENDOR'S written request will be issued by such addenda; verbal requests for clarification or additional information will not be addressed.

Receipt of any addenda issued by the CENTER shall be acknowledged by all prospective VENDORS s with their proposal submissions. The CENTER reserves the right to reject any proposal due to its failure to incorporate addenda, and the CENTER further reserves the rights: to waive any and/or all formalities, irregularities, and/or technicalities; to be the sole judge of quality and suitability; and to accept any proposal and/or to reject any or all proposals or part(s) of a proposal, without reason or cause. The issuance of the procurement solicitation in no way obligates REGION 4 ESC to award, enter into an agreement, or purchase any goods and/or services.

## 8 SPECIFICATIONS

Specifications have been developed by REGION 4 and are intended to give information on the type and kind of service requested. Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item s VENDOR specifications between the product descriptions and any brand names, models, or reference numbers used, the product descriptions will override the brand names or model number references.

Most proposals on brands of equivalent nature and quality will be considered, provided a reputable manufacturer regularly produces them. However, in some cases, REGION 4 may find it advantageous to standardize equipment and supplies by the manufacturer to achieve efficiencies in procurement, repair, and operation, match existing stock, or satisfy other requirements. In these cases, the specific products identified as "approved brands" will be preferred, especially if all other evaluation factors are equal. For this reason, where particular brands or models are identified, the VENDOR should propose the specified item and an alternate brand or model where desired.

The apparent silence of the specifications as to any detail or the evident omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices shall prevail. All interpretations of the specifications shall be made based on this statement.

If you discover or suspect an error in the item specifications in this proposal invitation, please note it as part of your response. We will attempt to correct errors for future proposal invitations.

## 9 CONTRACTOR'S RESPONSIBILITY

Before submitting a proposal, VENDORS shall carefully examine the specifications and related documents, visit the site(s) of the work and fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the contract. The VENDOR, if awarded the contract, shall be allowed no extra compensation by reason of any matter or thing which the VENDOR might have or should have fully informed himself prior to the deadline. The submission of a bid indicates that the contractor has visited the site(s), familiarized themselves with the local conditions under which the work is to be performed, and correlated their observations with the requirements of the contract documents.

Supervise and direct the work and be solely responsible for all methods, techniques, procedures, and coordination of the work under this contract.

Initiate, maintain, and supervise safety precautions in connection with the work. The contractor shall obtain approval from the Facility Director for the location of equipment, supplies, and access during the work.

Take all precautions necessary for the safety of and provide protection to prevent damage, injury, or loss to:

- All employees on the premises and all other people who may be affected thereby.
- All the work and all materials to be incorporated therein, whether in storage on or off the site.
- All property at and adjacent to the sites, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. All property damaged due to work operations shall be restored by the contractor to its original condition at no charge.
- Please comply with all applicable laws, ordinances, rules, regulations, and orders of all public authorities having jurisdiction for the safety of persons and property to protect them from damage, injury, and loss.
- Secure all necessary licenses and permits required to perform the work.
- All work shall take place in accordance with the contract documents, be completed in all parts, and be in accordance with approved practices and customs.

## 10 SUBCONTRACTORS

The VENDOR shall not subcontract services provided in this solicitation without prior written approval by REGION 4 ESC. If the CENTER gives written permission for VENDOR to use subcontractor(s) in the performance of any part of this Agreement, VENDOR shall ensure that each subcontractor complies with all provisions of this Agreement and shall be fully responsible to REGION 4 ESC for all acts and omissions of the subcontractors, just as VENDOR is responsible for VENDOR'S own acts and omissions. VENDOR shall require each subcontractor to maintain and to furnish VENDOR with satisfactory evidence of Workers Compensation, Employer's Liability, and such other forms and amounts of insurance which VENDOR deems reasonably adequate. VENDOR shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of all goods and services under this Agreement. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between REGION 4 ESC and any such subcontractor, nor shall it create any obligation on the part of REGION 4 ESC to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

## 11 INSURANCE REQUIREMENTS

VENDOR shall comply with all of the CENTER'S insurance requirements. VENDOR shall carry and maintain in full force and effect, for the duration of this Agreement, the following insurance coverages, in the amount(s) set out in the sub-sections that follow and with responsible insurer(s) (rated A or better by A.M. Best) acceptable to the CENTER: Workers' Compensation; Employers' Liability; Commercial General Liability; Automobile Liability; and Umbrella Liability. VENDOR'S insurance coverage shall be in accordance with the following requirements:

.1 REGION 4 ESC shall be designated as an Additional Insured on the Commercial General Liability, Automobile Liability, and Umbrella Liability policies. In addition, REGION 4 ESC shall be named as an alternate employer on the workers' compensation policy.

.2 VENDOR shall cause the insurance policies to: provide that any losses will be payable notwithstanding any act or negligence of the CENTER or any other person; provide that the insurer will have no right of subrogation against REGION 4 ESC; and be reasonably satisfactory to the CENTER in all other respects.

.3 All of VENDOR'S insurance coverage shall be primary and non-contributory.

.4 All insurance policies required under this Agreement shall contain a provision that at least thirty (30) days' prior written notice shall be given to REGION 4 ESC in advance of the effective dates of any cancellation, reduction, modification, termination, material change, or non-renewal of such insurance policies.

.5 VENDOR shall maintain insurance coverage in the amounts specified by the CENTER. The VENDOR shall not commence any portion of the work under this Agreement until all the insurance required herein and certificates of such insurance have been filed with and approved in writing by REGION 4 ESC.

.6 There shall be a hold harmless agreement in which the VENDOR assumes liability on the Agreement and holds REGION 4 ESC harmless.

.7 The VENDOR shall purchase and maintain in force the following types and amounts of insurance for the performance of all of its obligations under this Agreement and provide REGION 4 ESC with a certificate(s) of insurance as evidence. Certificates of Insurance on the current ACORD form shall be issued to the CENTER prior to the start of work showing all required insurance coverage. Copies of such insurance documents shall be part of the Agreement documents, and the VENDOR shall maintain such in force throughout the term of its Agreement with the CENTER.

.8 Casualty Insurance and Securities-Minimum Requirements:

a. Successful VENDOR must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws, as well as Employer's Liability with required statutory limits per accident.
b. Comprehensive-General Liability Insurance (Occurrence basis only - Bodily Injury and Property Damage): Each Occurrence - $1,000,000; Aggregate - $2,000,000
c. Comprehensive Automobile Liability Insurance- Business (Commercial) Automobile Liability Insurance*: Bodily Injury and Property Damage covering all owned, non-owned and hired vehicles:
d. Bodily Injury and Property Damage Combined Single Limit: $1,000,000
e. Umbrella Liability Insurance (Excess): $1,000,000

No deletions/exclusions from standard coverage form shall be allowed without the prior written consent of REGION 4 ESC's CHIEF FINANCIAL OFFICER, or designee. The VENDOR shall have ten (10) REGION 4 ESC business days from the date of the award of the Agreement to furnish the REGION 4 ESC Procurement Department the required insurance certificates. No work shall commence until a copy of VENDOR'S current insurance certificate(s) is/are received at and approved in writing by the REGION 4 ESC Procurement Department, 7145 West Tidwell Road, Houston, Texas 77092.

When insurance is required, the above limits are the minimum required by REGION 4 ESC. REGION 4 ESC reserves the right to require additional coverages and/or higher limits to be carried by VENDOR as specified in the procurement solicitation documentation, as deemed desirable by REGION 4 ESC, depending on the type of project.

**12 PROPOSAL EVALUATIONS AND AWARDS**

All proposals received in response to this proposal invitation, which are submitted in accordance with the instructions and restrictions contained in the section entitled "Proposal Preparation," will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal invitation.

REGION 4 reserves the right to waive any or all proposing irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposal in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or in any way to best serve the interests of its Members as it perceives those interests to be in its sole discretion.

REGION 4 reserves the right to award contracts to multiple VENDORS. The fact that REGION 4 may make multiple awards should be taken into consideration when responding to this proposal. This is a non-exclusive contract; REGION 4 reserves the right to obtain goods and services from another source as the CENTER deems most advantageous.

REGION 4 ESC does not purchase on the basis of low prices alone. REGION 4 ESC represents that it has considered each of the criteria in Texas Education Code § 44.031(b), thereby fulfilling Section 44.031(b)'s requirement that it "shall consider" the criteria listed in 44.031(b); in accordance with Module 5 of the TEA FASRG and applicable federal laws,[1] REGION 4 ESC has determined which criteria should be considered most important and has assigned weights/points to each criterion based on its importance as outlined in the procurement solicitation. In considering a contract for award, the CENTER may evaluate aspects of the following, as permitted by applicable law:

- Purchase price;
- the reputation of the VENDOR and of the VENDOR'S goods or services;
- the quality of the VENDOR'S goods or services;
- the extent to which the goods or services meet the CENTER'S needs;
- the VENDOR'S past relationship with the CENTER;
- the impact on the ability of the CENTER to comply with laws and rules relating to historically underutilized businesses;
- the total long-term cost to the CENTER to acquire the VENDOR'S goods or services;
- for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the VENDOR or the VENDOR'S ultimate parent company or majority owner:
    - has its principal place of business in this state; or
    - employs at least 500 persons in this state; and
- any other relevant factor specifically listed in the request for bids or proposals.

The CENTER may choose to contract with a single or multiple VENDORS as necessary to obtain the contract mix that is most advantageous. It may be necessary for REGION 4 ESC to establish a competitive range of acceptable responses as part of the evaluation process, or to establish weights for criteria. Such additions, subtractions, or changes to evaluation criteria would be declared elsewhere in the proposal and would supersede this section. If a competitive range is established, responses failing to score in the competitive range may not receive further award consideration.

It is understood that REGION 4, through its management and its Members, may use all means at their collective disposal to evaluate the proposals received on these criteria and the final decision as to the best overall offer, both as to price and to the suitability of the products and services offered to fit the needs of the members of REGION 4, will rest solely with the Board of Directors of REGION 4.

The successful VENDOR(s) will be notified by "Notice(s) of Award" issued by the management of REGION 4.

[1] As a general rule, ESCs and LEAs may not apply geographic preferences for procurements involving federal funds. See 2 C.F.R. § 200.319.

## 13 QUANTITIES

Quantities reflected in this proposal invitation are estimates based upon the projected needs for REGION 4 during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this proposal invitation, but the accuracy of these estimated quantities may be affected by numerous factors including, but not limited to, budgetary adjustments, changing market forces, unintentional errors or omissions, and new construction. Actual needs may be greater or less than the estimated quantities provided.

REGION 4 reserves the right to increase or decrease the order at the same unit price or decrease quantities as funding and needs vary throughout the contract term. VENDORS at the close of the contract period agree not to hold REGION 4 liable for any inaccuracies in estimated quantities.

## 14 PRICING/ESCALATION/DE-ESCALATION

The request for proposal process provides for full competition among proposals and allows for negotiation with the supplier(s) to obtain the best product and service at the best price. **Under requests for proposals, changes in the nature of a proposal and in prices may be negotiated after proposals are opened.** REGION 4 will evaluate proposals and select the VENDOR offering the most advantageous proposal. Since proposal pricing can be negotiated and is subject to change, no pricing information will be revealed at the public opening. All participating VENDORS will be given the same opportunity if negotiations are started unless otherwise directed by law. The REGION 4 evaluation committee will be the only deciding body in making the decision to negotiate or not to negotiate.

Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC.

No escalation of cost changes in contracted prices or increased rates will be added during the contract period. **Exceptions will be considered at Region 4's discretion if there are state-mandated increases that will affect all applicable VENDORS equally.** The awarded VENDOR agrees not to sell the same product or service at a lower cost to another customer without offering the same pricing discount to REGION 4. In the event that a lower price is provided through any other RFP in the state, REGION 4 will receive that lower price as well.

New technology and products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products offered. VENDOR may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. REGION 4 may reject any additions without cause.

If there is a discrepancy between the unit cost and the total price, the unit cost will stand as the proposal price. The unit cost will be considered the price by weight or the cost whichever is applicable. The unit cost will only be the case price if the package quantity throughout the industry is standardized.

**15 TAX**

REGION 4 and Participating Members are public jurisdictions that are exempt from sales, excise, and use taxes. REGION 4 and Participating Members, upon individual requests, will provide tax exemption certificates for the VENDOR. Unless otherwise specified in this proposal invitation, sales tax will only be included in any proposal response or invoice submitted by any VENDOR if the VENDOR has requested a tax exemption certificate from the CENTER in writing and failed to receive the same within a reasonable period of time. The limited sales, excise, and use tax laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this proposal invitation, the VENDOR agrees to accept tax exemption information in such form.

**16 WITHDRAWALS OR MODIFICATION OF PROPOSAL**

Subject to the restrictions discussed below, REGION 4 will consider a written request from any VENDOR that the VENDOR be allowed to withdraw any proposal submitted, but only in its entirety, and only until the due date and time for proposal submission as stated in the request for proposal included with this proposal invitation. A representative of the proposing entity who is authorized to enter into contracts on behalf of the proposing entity must manually sign any request for the withdrawal of any proposal in ink, and the person signing the request must indicate their title along with their signature. No proposal may be withdrawn after the date and time that proposals are due as specified in the RFP. Only proposals that have been submitted consistent with the instructions relating to packaging and labeling of the proposal will be considered for withdrawal.

If there is any question in the mind of the management or staff of REGION 4 regarding the identity of the proposal or the identity of the VENDOR relating to any request for the withdrawal of any proposal, REGION 4 will refuse to allow the withdrawal of the proposal. Withdrawal of any proposal allowed by REGION 4 will require the completion and signature of a written receipt by the VENDOR's representative satisfactory to the management or staff of REGION 4 before the proposal is released. The decision of the management or staff of REGION 4 relating to any matters concerning proposal withdrawal will be final.

If a VENDOR requests to withdraw a proposal and REGION 4 allows the withdrawal of the proposal, the VENDOR may resubmit the proposal, or submit a new proposal, up until the due date and time for proposal submission as stated in the RFP included with this proposal invitation, provided any new submission meets all the qualifications of proposal submission included in these General Terms and Conditions.

If a VENDOR resubmits a proposal that was withdrawn and makes changes to any document in the proposal package, an authorized agent of the proposing entity must indicate alterations made to any proposal document.

All proposals in the possession of REGION 4 at the time proposals are due shall be deemed final, conclusive, and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the due date and time for proposal submission as stated in the RFP included with this proposal invitation.

**17 DEVIATIONS FROM SPECIFICATIONS OR TERMS/CONDITIONS**

Any and all limitations, exceptions, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the VENDOR at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the VENDOR'S response will hold the VENDOR accountable to REGION 4 and its Members to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any "approved brands and/or models" identified. The VENDOR should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the VENDOR at a competitive disadvantage or otherwise prevent REGION 4 from considering the proposal on the affected item(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the VENDOR to the remedies identified in the section entitled "Non-Performance/Termination of Contract" and may jeopardize future business from the CENTER.

**18 CONTRACTS AND PURCHASE ORDERS**

A response to this proposal invitation is an offer to contract with REGION 4 and its Members based on the item specifications and the General Terms and Conditions contained in the proposal invitation. Proposals do not become contracts until they are accepted by REGION 4 through an award notice to the VENDOR and put into effect by the issuance of a purchase order(s) signed by an authorized representative of REGION 4. Purchase orders will be delivered by facsimile, emailed or mailed to the VENDOR. All deliveries and financial transactions will occur directly between the VENDOR and REGION 4.

All contracts and agreements between vendors and REGION 4 shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended.

**19 NON-PERFORMANCE/TERMINATION OF CONTRACT**

Termination of this Agreement will take place under the following conditions:

- **Termination by REGION 4 ESC**, if the VENDORS refuses or fails to comply, or proceeds in a manner that does not comply, with the Agreement, or otherwise breaches any provision of the Agreement, and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does not carry out the provisions of this Agreement in its true intent and meaning as specified in the scope of work and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does any of the following and fails to cure the default as set forth below: fails to make progress; fails to provide the goods or perform the services within the time period specified or any written extension thereof; breaches any provision of the Agreement , the procurement solicitation, and/or a purchase or work order; fails to make payment(s) owed; or defaults in whole or in part.
- **Termination by REGION 4 ESC**, if the VENDOR charges increased rates that are not agreed to in advance or as specified herein.
- **Termination by REGION 4 ESC**, if the VENDOR becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors.
- **Termination by REGION 4 ESC**, if the VENDOR is in violation of any federal, state, or local law.
- **Termination by REGION 4 ESC** due to budgetary requirements, including, but not limited to, as set forth in the section of these terms and conditions entitled “Funding Out Clause.”
- **Termination by Region 4 for Convenience** - Unless specifically stated otherwise in the procurement solicitation, this Agreement may be terminated for any reason, with or without cause, by Region 4 by giving thirty (30) business days' written notice to the VENDOR. Region 4 may further direct VENDOR to cease providing all products and services during the interim notice period prior to such termination, and upon receipt of such written notice from Region 4, VENDOR shall immediately discontinue same and Region 4 shall incur no additional charges from the time forward.

In the event of a breach or default of the Agreement and/or the procurement solicitation by VENDOR, REGION 4 ESC reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of REGION 4 ESC. REGION 4 ESC’s right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

Upon VENDOR'S default of obligation to the Agreement, VENDOR will be served notice to provide satisfactory compliance to the Agreement without penalty. If the VENDOR neglects or refuses to follow such notice and fails to cure the default within ten (10) business days, REGION 4 ESC will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) calendar days' prior written notice to VENDOR. REGION 4 ESC will then be relieved of all obligations, except to pay for VENDOR'S prior acceptable performance as set forth below. In the event of VENDOR'S default, REGION 4 ESC is expressly authorized to obtain the goods and/or services that would have been provided by VENDOR under this Agreement from an alternative source. VENDOR shall be held liable to REGION 4 ESC for all losses, costs, and/or expenses (including those exceeding the Agreement price) sustained by REGION 4 ESC as a result of VENDOR'S failure to conform to this Agreement, including, but not limited to, those losses, costs, and expenses that REGION 4 ESC incurs in completing or procuring the services and/or goods as provided for in the Agreement. In the event the Agreement is terminated, REGION 4 ESC reserves the right to award the Agreement to another VENDOR at its sole discretion, and/or to obtain comparable goods and/or services elsewhere and either deduct the costs of obtaining such services from any amount owed VENDOR or VENDOR shall reimburse the CENTER for such costs incurred by the CENTER.

In the event of early termination, including for convenience, the CENTER will make payment only for goods and services rendered and accepted by the CENTER through the effective date of the Agreement's termination, at a cost not exceeding the Agreement rate and subject to any claims, costs and expenses incurred by REGION 4 ESC as a result of VENDOR'S default. The CENTER will be responsible for payment for only those goods and services that have been accepted by the CENTER up to the termination date. The CENTER is entitled to a pro-rata refund for any goods and/or services for which the CENTER has paid but which have not yet been provided by VENDOR or accepted by the CENTER.

In the event this Agreement is terminated because of a violation or breach of the Agreement's terms by the VENDOR, the CENTER shall be entitled to all administrative, contractual, and legal remedies, including sanctions and penalties.

VENDOR agrees that REGION 4 ESC shall not be liable for damages in the event that REGION 4 ESC declares VENDOR to be in default or breach of this Agreement and/or the procurement solicitation. VENDOR further agrees that upon termination of the Agreement for any reason, VENDOR shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or VENDOR.

**20 FORCE MAJEURE**

The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, or other occurrences which are reasonably beyond such party's control, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party. The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the VENDOR'S performance of its obligations under this Agreement is delayed or stopped by a force majeure event, REGION 4 ESC shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of REGION 4 ESC's contractual, legal, or equitable rights.

**21 NON-COLLUSION CERTIFICATION**

By signing this proposal, the VENDOR certifies that, to the best of their knowledge:

- Neither the VENDOR nor any business entity represented by the VENDOR has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this proposal invitation.
- This proposal has been arrived at independently and is submitted without collusion with any other VENDOR, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any VENDOR an unfair advantage over any other VENDOR with respect to this proposal.
- The VENDOR has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to REGION 4 or any of its Members in connection with any information or submission related to this proposal, any recommendation, decision, vote, or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this proposal.
- Neither the VENDOR, nor any business entity represented by the VENDOR, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to this proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other VENDOR, competitor, or potential competitor prior to the opening of proposals or proposals for this project.
- No attempt has been or will be made to influence any other person or entity to submit or to not submit a bid or proposal response.
- The person signing this bid proposal agrees to the accuracy regarding the statements contained in this document.

**22 NO ASSIGNMENT**

Neither this Agreement nor any right, interest, duty, obligation, or responsibility of VENDOR to furnish the goods and/or services specified in this Agreement shall be subcontracted, assigned, transferred, mortgaged, pledged, or otherwise delegated, disposed of, or encumbered in any way by the VENDOR without the prior written acknowledgment and approval of REGION 4 ESC. Any attempted assignment of this Agreement by VENDOR shall be null and void. In the event REGION 4 ESC approves of any assignment, VENDOR shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to VENDOR pursuant to this Agreement.

No purchase or work order made as a result of this Agreement may be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by VENDOR without the prior written approval of REGION 4 ESC.

VENDOR is required to notify REGION 4 ESC when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

**23 CERTIFICATIONS REGARDING LEGAL AND ETHICAL MATTERS**

.1 VENDOR has read and understands all the General Terms and Conditions in this document, and agrees to be bound by them, and is authorized to submit proposals on behalf of their entity.

.2 The VENDOR has noted any and all relationships that might be conflicts of interest and included such information with their proposal response.

.3 The proposal submitted conforms to all item specifications, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this proposal invitation.

.4 If this proposal is accepted, in whole or in part, the proposing entity will furnish any item(s) awarded to them under this proposal invitation to REGION 4 at the price proposal, and in accordance with the item specifications and the terms and conditions contained in this proposal invitation.

.5 The proposing entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this proposal.

.6 The proposing entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this proposal, it would in no other way whatsoever be disqualified to proposal or receive any award or contract related to this proposal, and the VENDOR will comply with any reasonable request from REGION 4 to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards.

.7 The VENDOR has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

.8 The VENDOR is not currently delinquent in the payment of any franchise tax owed to the State of Texas.

.9 The proposing entity has identified and disclosed in this written proposal response any and all known or suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the VENDORS failure to identify and disclose in this proposal response any such matters which do exist is a material breach of contract which will void the submitted proposal or any resulting contracts, and subject the proposing entity to be removed from all proposal lists, and possible criminal prosecution.

.10 The proposing entity has obtained and will continue to maintain, during the entire term of this contract, all permits, approvals, or licenses necessary for the lawful performance of its obligations under this contract.

.11 The prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products and services offered in the proposal response are and will remain the same or better than those offered to the VENDOR's most favored customer under equivalent circumstances.

.12 The proposing entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold REGION 4 and its Members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract.

.13 The proposal submitted complies with all federal, state, and local laws concerning these types of products or services, and the proposing entity will continue to comply with any applicable federal, state, and local laws related to the proposing entity's activities in connection with this contract.

.14 The proposing entity will maintain, at the proposing entity's expense, any insurance necessary to protect REGION 4 and its Members from all claims for bodily injury, death, or property damage that might arise from the performance by the proposing entity or the proposing entity's employees or its agents of any service required of the proposing entity under this contract; however, the existence of such insurance will not relieve the proposing entity of full responsibility and liability damages, injury, death, or loss as described or as otherwise provided for by law.

.15 Neither REGION 4 nor any of its Members shall be liable to the VENDOR for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that REGION 4 declares the VENDOR in default.

.16 VENDOR understands that signing the proposal with any false statement is a material breach of contract which will void the submitted proposal or any resulting contracts and subject the VENDOR to removal from all proposal lists, and possible criminal prosecution.

.17 Unless otherwise provided for in this proposal invitation, any written notice or other communication required by this proposal or by law will be conclusively deemed to have been given and received on the second business day after such written notice has been deposited in the U.S. Mail, properly addressed, and with sufficient postage affixed thereto, provided such notice shall not prevent the giving of actual notice in any other manner. Such notice shall also be deemed to be delivered to Vendor upon sending an email to the Vendor’s email address provided in the Vendor’s response to the RFP or at such other email address provided by Vendor.

**24 EQUAL EMPLOYMENT OPPORTUNITY (EEO) DISCLOSURES**

By submission of a proposal, the VENDOR agrees that in the performance of any contract resulting from any award under this proposal, the proposing entity will comply with all applicable equal employment opportunity laws and regulations, including, but not limited to an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

The proposing entity agrees that during the period of any contract resulting from any award under this proposal invitation will remain, in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60).

The occurrence of any prohibited discrimination will constitute VENDOR's breach of contract due to a substantial failure by the VENDOR to fulfill its obligations, whereupon REGION 4 may terminate the VENDOR's contract for cause as provided by section entitled "Non-Performance/Termination of Contract."

**25 OWNERSHIP OF AND RIGHTS TO USE COPYRIGHTED MATERIALS**

The VENDOR hereby covenants and warrants that the VENDOR is the owner of and/or has full right and authority to use all of the copyrights incorporated in the scope of the work. The VENDOR agrees that the VENDOR will not contest REGION 4's right to use any copyrighted material within the scope of work and that the VENDOR will not contest the validity of any copyright arising out of the scope of work performed in accordance with this agreement. **VENDOR SHALL INDEMNIFY REGION 4 FOR ANY CLAIMS OR DAMAGES ARISING FROM ANY THIRD-PARTY ALLEGATION THAT REGION 4'S USE OF ANY SUCH MATERIALS ARE A BREACH OF SUCH PARTIES INTELLECTUAL PROPERTY RIGHTS.**

**26 DISPUTES/VENUE/ATTORNEYS' FEES**

This contract shall be governed by REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Harris County.

The prevailing party in any adjudication relating to or arising out of this Agreement shall be awarded all reasonable and necessary attorneys' fees and costs.

**27 WAIVER**

No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

**28 INTERPRETATION – PAROLE EVIDENCE**

The parties intend this writing as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance of acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Texas Business & Commerce Code is used in this agreement, the definition contained in the Code shall be controlling.

**29 RIGHT TO ASSURANCE**

Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**30 FUNDING OUT CLAUSE (NON-APPROPRIATION)**

Renewal of this Agreement or continuation beyond the current fiscal year, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on REGION 4 ESC by this Agreement, REGION 4 ESC shall have the right to terminate this Agreement without default or liability to VENDOR resulting from such termination, effective as of the expiration of each budget period of REGION 4 ESC if it is determined by REGION 4 ESC, in REGION 4 ESC's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of REGION 4 ESC's current revenue only. Notwithstanding anything to the contrary in this Agreement, the CENTER is obligated to make payments only as approved each year by the CENTER'S Board of Directors. The CENTER'S Board of Directors retains the right to terminate this Agreement at the expiration of each budget period of the CENTER. To the extent that the CENTER will use federal grant funds to fulfill its obligations under this Agreement, VENDOR acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by the CENTER from the awarding agency. As such, if the CENTER does not receive sufficient funding for the services provided in this Agreement, the CENTER may terminate this Agreement without penalty or further obligation to VENDOR, at any time upon written notice to VENDOR.

**31 RELATIONSHIP OF PARTIES**

It is the intention of the parties that VENDOR be an independent contractor and not an employee, agent, joint venturer, or partner of the CENTER. REGION 4 ESC and VENDOR acknowledge that they do not have a continuing relationship, and that this Agreement is intended only to create a limited relationship for the specific purposes of providing the goods and/or services referenced in this Agreement. Neither party shall have any power or authority to bind or commit, or to assume or create any obligation or responsibility on behalf of, the other party in any respect, contractually or otherwise, to any third party. In the event this Agreement requires the VENDOR'S performance of services by VENDOR'S employees, or persons under contract to VENDOR, to be done on REGION 4 ESC property, the VENDOR agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of REGION 4 ESC. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, a joint venture, merger, or any business partnership between the CENTER and either VENDOR or any employee or agent of VENDOR. VENDOR agrees that the CENTER has no responsibility for any conduct of any of VENDOR'S staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, or licensees. VENDOR assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations. As an independent contractor, VENDOR will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. VENDOR shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by the CENTER hereunder and VENDOR shall indemnify and hold the CENTER harmless in this regard.

**32 INTELLECTUAL PROPERTY**

This Agreement shall not be constructed to convey any rights of ownership or any other license, right, title or interest in the other Party's trademarks, copyrights, video programs, curriculum, documents, patents or any other intellectual property.

**33 RIGHT TO AUDIT**

REGION 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. REGION 4 ESC shall have the authority to conduct random audits of VENDOR'S pricing that is offered at REGION 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that REGION 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement; REGION 4 ESC shall have the ability to conduct an extensive audit of VENDOR'S pricing at VENDOR'S sole cost and expense. REGION 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by REGION 4 ESC.

**34 PROPOSAL ACCEPTANCE**

The period for acceptance of this proposal will be sixty (60) calendar days unless the VENDOR indicates a different period.

**35 PAYMENT**

Prior to authorizing payment to Contractor, REGION 4 shall evaluate Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to REGION 4 for Commodities/Services provided/performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Subject to the foregoing, REGION 4 must make all payments in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. Payments under this Contract may be subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract may be contingent upon REGION 4's receipt of funds appropriated by the Texas Legislature.

**36 LAWS AND REGULATIONS**

VENDOR agrees to comply and certifies compliance with, on behalf of itself and any subcontractors (if approved by the CENTER in accordance with this Agreement), and their respective employees, agents, and representatives, all federal, state, and local laws, acts, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81, and Texas Government Code Chapter 2258. If applicable, VENDOR certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in the "Contract Provisions for Non-Federal Entity Contracts under Federal Awards" in Appendix II to 2 C.F.R. Part 200, which is incorporated by reference herein. VENDOR further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including but not limited to those referenced in the CENTER'S Bid Attributes completed by VENDOR, which is incorporated by reference herein. Further, VENDOR agrees to and shall comply with all rules, regulations, policies, procedures, and other requirements of the CENTER and the school campus(es) on which any work is to be performed under this Agreement. VENDOR shall indemnify and hold REGION 4 ESC harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of VENDOR'S obligations under this provision.

**37 LAW AND WAGE RATES**

In the execution of this contract, the VENDOR shall comply with all applicable local, state and federal laws.

**38 DAMAGES**

The successful VENDOR will be held responsible for and required to make good, at his own expense, all damages to persons and property caused by carelessness or neglect on the part of their employees.

**39 VENDOR ASSURANCE**

The VENDOR must supply assurance which warrants that the prompt payment discount terms, delivery terms, distribution allowance, quality and performance of product/services, prices and other conditions/provisions offered in this proposal are the same or better than those offered by the proposing entities most favored customer.

**40 VENDOR EXPERIENCE**

The VENDOR must be fully prepared with the necessary personnel, materials, machinery and equipment to begin the work promptly and to conduct the work as required in the terms, conditions and specifications of this proposal.

REGION 4 may make investigations as deemed necessary to determine the ability of the VENDOR to perform the work, and the VENDOR shall furnish to the CENTER all information and data as requested. REGION 4 reserves the right to reject any proposal if the evidence submitted by, or investigation of, a VENDOR fails to satisfy REGION 4 that the VENDOR is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

**41 PROPRIETARY INFORMATION OR TRADE SECRETS**

If any of the information requested is considered to be proprietary or a trade secret belonging to the VENDOR, that information should be filed with the proposal in a separate envelope appropriately designated.

**42 SURVIVAL**

Expiration or termination of the contract for any reason does not release VENDOR from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

All applicable software license agreements, warranties or service agreements that are entered into between VENDOR and REGION 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by VENDOR shall survive expiration or termination of the Contract. All quotations issued by VENDOR shall survive expiration or termination of the Contract where such quotation is furnished inside of the Contract Period or subsequent renewal.

**43 SEVERABILITY**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**44 EDUCATIONAL RECORDS**

VENDOR agrees that VENDOR and its employees, agents, and/or representatives may receive access to student information for certain students of the CENTER or its Participating Member pursuant to this Agreement. VENDOR shall secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to all privacy laws. VENDOR understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information, and VENDOR agrees to abide by FERPA rules and regulations, as applicable. Pursuant to the FERPA, the VENDOR must protect the confidentiality of the CENTER, or its Participating Member, student records and shall not release any information without written consent from the CENTER, or its Participating Member, the student's parent/guardian, or eligible student unless required to do so by applicable law. VENDOR further acknowledges that to the extent VENDOR, including but not limited to, VENDOR'S staff, employees, and/or representatives, receives confidential CENTER, or its Participating Member, student information during the performance of duties under this Agreement, VENDOR is considered a "school official" in accordance with FERPA and shall not disclose confidential student information or education records except as otherwise permitted by applicable law. VENDOR shall require its employees and other agents to execute written agreements requiring that such information be kept confidential. The Parties agree to enter into a Data-Sharing Addendum (or similarly titled and intended document) in the event confidential student information is to be shared, as required by applicable law. VENDOR and its employees/ representatives shall at all times abide by applicable laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA). VENDOR must destroy any student information received from the CENTER, or its Participating Member when no longer needed for the purposes of the Agreement. VENDOR shall immediately provide notice to the CENTER, or its Participating Member of any violation of the terms of this section. VENDOR shall be solely responsible for any breach of the obligations of this section by any of its employees, agents, representatives, or subcontractors or their employees, agents, or representatives.

**45 CENTER'S CONFIDENTIAL INFORMATION**

In the course of performing duties under this Agreement, VENDOR may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and schools being served by the CENTER and employees of the CENTER or its Participating Member. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of the CENTER or its Participating Member, either during or after the effective period of this Agreement. VENDOR acknowledges that the CENTER or its Participating Member would be irreparably injured if VENDOR were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for VENDOR'S own purposes or benefit and that money damages would not compensate the CENTER or its Participating Member for such irreparable injury.

**46 INVOICING AND PAYMENT**

Itemized invoices shall be mailed to the CENTER and directed to the CENTER'S Accounts Payable Department. VENDOR shall submit invoices within a timely manner during the CENTER'S fiscal year in which the good(s) and/or services are purchased, as applicable. Invoices received more than 60 days after the date the work was performed will not be paid by the CENTER. The following requirements apply to invoices submitted for payment:

.1 One invoice shall be submitted per CENTER Purchase Order.

.2 Invoice shall bear the following: (a) date of invoice; (b) date(s) of service, if applicable; (c) name of VENDOR; (d) brief description of the item(s), quantity, unit price(s), and extended price(s); (e) if applicable, dates of service(s), including list of services provided daily including dates and amount of time spent performing each service and detailed descriptions of the services provided on each of the dates listed including location where services were provided; (f) VENDOR'S complete mailing address and telephone number.

.3 Invoice submission shall include any necessary substantiating documentation or information as required by the Agreement; and certification of goods and/or services provided through a signature by a VENDOR company representative.
.4 Invoice shall reference the CENTER Purchase Order Number.
.5 Invoice shall be in duplicate.
.6 Invoice shall only be paid for goods/products/equipment/services delivered and accepted by CENTER
.7 Advance payment to VENDOR is strictly prohibited unless otherwise determined on a case-by-case basis.
.8 VENDOR is required to submit to the CENTER a completed IRS Form W-9 for the current tax year and all other forms required by the CENTER (e.g., Felony Conviction Notice, Conflict of Interest Questionnaire, etc.) before payment is rendered.
.9 In accordance with Texas Government Code §2251.021, payments are due to VENDOR within forty-five (45) days after the later of the following: (1) the date CENTER receives the goods; (2) the date the performance of the service is completed; or (3) the date CENTER receives an invoice for the goods and/or services.

In the event VENDOR presents the CENTER with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The CENTER will not be responsible for any interest charges and/or late fees because of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by VENDOR.

VENDOR agrees to pay any subcontractors, if any, the appropriate share of the payment received from the CENTER not later than the tenth (10th) day after the date VENDOR receives the payment from the CENTER. VENDOR shall be responsible for satisfaction of all applicable IRS standards concerning reporting of income and payments to VENDOR'S subcontractors and/or employees, if any. The exceptions to payments made by the CENTER and/or VENDOR listed in Texas Government Code § 2251.002 shall apply to this Agreement. In the event that VENDOR'S personnel begin work before VENDOR receives a valid purchase order and/or the signing of this Agreement, VENDOR agrees that the CENTER is not liable for payment of such services rendered.

In addition to all other rights and remedies that the CENTER may have, the CENTER shall have the right to setoff, against any and all amounts due to VENDOR by the CENTER, whether due under this Agreement or any other agreement between the CENTER (including any division of the CENTER) and VENDOR, any sums to which the CENTER is entitled under this Agreement, as determined by the CENTER in its sole discretion, including, without limitation, sums due by VENDOR to the CENTER as a result of indemnification obligations and/or warranty claims.

**47 INDEMNIFICATION, REMEDIES, AND GOVERNING LAW/VENUE**

.1 **TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, FINES, PENALTIES, AND EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES, INCLUDING APPEALS), FOR WHICH THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND/OR REPRESENTATIVES, CAN OR MAY BE HELD LIABLE AS A RESULT OF INJURY (UP TO AND INCLUDING DEATH) TO A PERSON OR PERSONS OR DAMAGE TO PROPERTY, ARISING OUT OF, OCCASIONED BY, OR IN ANY WAY CONNECTED, DIRECTLY OR INDIRECTLY, WITH THE VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIM"), WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY VENDOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, EXCEPT FOR CLAIMS ARISING ENTIRELY FROM THE WRONGFUL ACTS, OMISSIONS, OR NEGLIGENCE OF THE CENTER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. ALL OBLIGATIONS AS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION, COMPLETION, OR TERMINATION OF THIS AGREEMENT.**

.2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the aforementioned indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

.3 Nothing in this Agreement shall be construed to create a claim or cause of action against the CENTER for which it is not otherwise liable, to waive any immunity or defense to which the CENTER may be entitled, or to create an impermissible deficiency debt of the CENTER.

.4 REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this Agreement or in statutes pertaining specifically to Texas governmental entities.

.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its provisions on conflicts of laws. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Harris County, Texas.

.6 VENDOR hereby assigns the CENTER any and all claims for overcharges associated with this Agreement under the antitrust laws of the United States, 15 USCA Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et. seq.

**48 QUALITY, WARRANTY, AND SUBSTITUTIONS**

In addition to the guarantees and warranties provided by law, by accepting this Agreement, VENDOR hereby expressly guarantees, warrants, and represents that:

.1 all products/goods and/or services supplied and/or furnished under this Agreement are of high quality, free from all defects in material and workmanship, free from defects in design, meet or exceed and exactly conform in all respects to all terms and requirements of this Agreement (including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by the CENTER) and all applicable REGION 4 ESC specifications and requirements, and are suitable for and will perform in accordance with the ordinary, intended purpose(s) as well as any special purposes specified by REGION 4 ESC, for a period of one (1) year from the date of the CENTER'S acceptance of the goods and/or services or payment of the applicable invoice, whichever is later. All warranties shall survive delivery of the goods and completion of the services; neither the CENTER'S acceptance of, nor payment for, said goods and services shall constitute a waiver or modification of any of the warranties of VENDOR, or the rights of REGION 4 ESC;

.2 any goods delivered to the CENTER will be new (i.e., previously unused, non-floor model, in their original packaging, and have not been reconditioned, remanufactured, repackaged, returned, damaged, or refurbished), unless otherwise specified;
.3 all services performed by VENDOR or its subcontractors and all material used on REGION 4 ESC's behalf, will be completely paid for and that there are no materialman's or other liens attached to the goods, products, merchandise, materials, or services which are provided to REGION 4 ESC;
.4 the goods to be delivered hereunder will not infringe on any valid intellectual property right, including any patent, trademark, trade name, or copyright, and that VENDOR will, at VENDOR'S expense, defend any and all actions or suits charging such infringement and will save REGION 4 ESC, its trustees, agents, and employees, harmless in case of any such action or suit;
.5 the goods to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable federal, state, and local laws and regulations;
.6 VENDOR shall uphold the manufacturer's standard warranty on any products. This warranty shall provide for replacement of defective merchandise, parts and labor, and include pick-up and delivery from the specified CENTER location effective from the date of delivery. VENDOR shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the VENDOR or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the procurement solicitation, if any;
.7 Substituting without the prior approval of a REGION 4 Member placing the order will constitute a breach of contract by the vendor, which may result in the initiation of actions covered in the section entitled "Non-Performance/Termination of Contract" and the associated financial impacts attached thereto and may jeopardize any future business from the CENTER.; and
.8 nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of REGION 4 ESC.
.9 All products provided or installed under this contract must be in the best possible condition and will be subject to inspection, testing, and approval by REGION 4 and its Members.

**49 LICENSES AND PERMITS; PERFORMANCE**

For the entire effective period of this Agreement, VENDOR represents and warrants that VENDOR (and, if approved by the CENTER, any and all subcontractors): (1) has the experience, qualifications, licenses, and certifications required to provide the goods and/or services pursuant to this Agreement; and (2) shall maintain all required licenses, certifications, permits, and any other documentation and/or authorization(s) necessary to perform this Agreement, including, without limitation, authorizations required by any governing entity(ies), including, but not limited to, the City of Houston, Harris County, the State of Texas, and the like. VENDOR must comply with all state and local building code requirements unless otherwise specifically provided in the REGION 4 ESC's purchase or work order, and VENDOR must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by REGION 4 ESC, VENDOR shall furnish REGION 4 ESC with satisfactory proof of VENDOR'S compliance with this provision.

Further, VENDOR agrees that VENDOR'S goods will be provided, and/or services will be performed, with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from the CENTER. VENDOR shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. If VENDOR is unable to complete the work in this manner based on the mutually agreed upon timeline, VENDOR shall notify the CENTER'S Director of Procurement in writing.

**50 SUPPORT**

VENDOR shall provide timely and accurate technical advice and sales support to REGION 4 ESC and REGION 4 ESC staff. VENDOR shall respond to requests for customer support within one (1) business day after receipt of the request. VENDOR shall promptly provide training to REGION 4 ESC staff regarding products and/or services supplied by VENDOR, at no additional charge, if requested by REGION 4 ESC.

**51 NO WAIVER OF BREACH**

Failure of REGION 4 ESC to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or to properly notify successful VENDOR in the event of breach, or the acceptance of or payment for any goods hereunder shall not release VENDOR from any of the warranties or obligations of this Agreement, and shall not be deemed to waive any right of REGION 4 ESC to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless of when shipped, received or accepted, or as to any prior or subsequent default hereunder; nor shall any purported oral modification or rescission of an Agreement, contract or service agreement by REGION 4 ESC operate as a waiver of any of the terms hereof.

**52 NO WAIVER OF IMMUNITY**

The execution of this Agreement and the performance by the CENTER of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and the CENTER shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the CENTER, its trustees, officers, employees, or agents under federal or Texas laws. Nothing in this Agreement shall be constructed as creating any personal liability on the part of any trustee, officer, employee, or representative of REGION 4 ESC.

**53 PRODUCT RECALLS**

VENDOR shall notify the REGION 4 ESC's PROCUREMENT CONTRACT SPECIALIST immediately if a product recall is instituted on any good and/or service VENDOR has delivered or if VENDOR discovers or becomes aware of any quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

**54 TEXAS HAZARD COMMUNICATION ACT**

It is the policy of REGION 4 ESC to comply with applicable federal law and the Texas Hazard Communication Act, Texas Health and Safety Code Chapter 502. Therefore, it is necessary to require that all suppliers provide REGION 4 ESC with a current and accurate Safety Data Sheet (SDS), if applicable, for all items sold to REGION 4 ESC, including, but not limited to: products which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. VENDOR shall be solely responsible to promptly obtain and provide to REGION 4 ESC all necessary SDSs from suppliers of items under this Agreement, as applicable. A separate sheet shall be provided for each individual item (if required) when purchase is made, as well as when the proposal is submitted. The SDSs must conform to the most current requirements of the Hazard Communication Standard issued by the Occupational Safety and Health Administration (OSHA) and codified as 29 CFR Section 1910.1200.

**55 HAZARDOUS MATERIALS**

In the performance of VENDOR'S services, VENDOR shall not cause any release of hazardous substances, including but not limited to asbestos, or contamination of the environment, including the soil, the atmosphere, or any water course or ground water. VENDOR shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of VENDOR'S activities.

**56 TEXAS PUBLIC INFORMATION ACT**

.1 The Parties acknowledge that REGION 4 ESC is obligated to strictly comply with the Texas Public Information Act (TPIA), Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. All VENDOR Agreements shall be in compliance with the TPIA.

.2 All documents exchanged or created in connection with and communications regarding this solicitation or any Agreement with the CENTER are governed by the TPIA.

.3 Documents submitted and communications regarding a VENDOR'S proposal response to a solicitation may be deemed confidential during the evaluation process, as provided in Texas Government Code, Subchapter C, Section §552.104, "Exception: Information Related to Competition or Bidding."

.4 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and Agreement, and the contractor or VENDOR agrees that the Agreement can be terminated if the contractor or VENDOR knowingly or intentionally fails to comply with a requirement of that subchapter.

.5 Upon the written request of the CENTER, VENDOR will promptly provide specified contracting information exchanged or created under this Agreement. VENDOR waives any claim against and releases from liability the CENTER, its trustees, officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by either party and determined by the CENTER, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code.

.6 VENDORS should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets, or any other proprietary information before responding to this procurement solicitation. Should VENDOR'S response to this procurement solicitation include trade secrets or proprietary information, or other technical information, documentation and/or expertise that the VENDOR considers confidential, VENDOR must either (1) conspicuously mark such information as being confidential or, (2) if the information is delivered in oral form, summarize the information in writing within ten (10) REGION 4 ESC business days and identify it as being confidential ("Confidential Information"). REGION 4 ESC shall not be held liable for disclosure of information that is not conspicuously marked or identified as Confidential Information in accordance with the aforementioned process. All requests to secure trade secrets must be accompanied by factual evidence of potential loss of competitive or economic harm.

.7 VENDOR shall immediately notify the CENTER if VENDOR receives from any third-party a request for information (including, but not limited to, a subpoena), which pertains to the documentation and records maintained by VENDOR on behalf of the CENTER pursuant to this Agreement. VENDOR shall provide a copy of such request to the CENTER, unless otherwise prohibited by law.

**57 NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

**58 NOTICE**

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be effected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Each party may change the address to which notice is to be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

**59 NON-EXCLUSIVITY**

Nothing in this Agreement may be construed to imply that VENDOR has the exclusive right to provide the CENTER with goods and/or services. During the effective period of this Agreement, the CENTER reserves the right to use all available resources to procure other goods and/or services as needed, and doing so will not violate any rights of VENDOR. In addition, nothing in this Agreement may be construed to require that the CENTER purchase any specific amount, quantity, or quota of goods and/or services from VENDOR.

**60 INTELLECTUAL PROPERTY**

VENDOR represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

**61 INDEBTEDNESS**

VENDOR represents that to the best of its knowledge it is not indebted to the CENTER. Indebtedness to the CENTER may be grounds for termination of this Agreement.

**62 FEDERAL GRANT REQUIREMENTS**

.1 All contracts under federal awards must meet federal, state and local requirements.

.2 The Agreement shall only be effective upon receipt by the CENTER of the Notice of Grant Award (NOGA) from the federal/state awarding agency.

.3 The Agreement term/period shall be aligned to the grant period of availability, as stated on the NOGA from the federal/state awarding agency (period of availability).

.4 All services shall be completed during the effective dates of the Agreement.

.5 All services shall be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and shall only be paid upon verification of receipt of services.

.6 The regulations for procurement in 2 CFR § 200.317-327 shall be followed by REGION 4 ESC in issuing the Agreement.

.7 All professional services provided under the Agreement will follow the provisions of 2 CFR § 200.459 Professional service costs.

.8 The Agreement shall identify the funding sources that will be used for the goods and/or services to be provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.

.9 The Agreement shall identify and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the Agreement.

.10 The administrative costs charged to the grant in the Agreement must comply with any limitations for administrative costs for funding sources (if applicable).

.11 The Agreement shall specify that the invoice provided by the VENDOR will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.

.12 If the source of funds for this purchase is federal funds, the following federal provisions apply, as applicable: the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O’Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Debarment and Suspension (Executive Orders 12549 and 12689), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77, 79, 81-82, 84, 86, and 97-99 (“EDGAR”), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all federal certifications and other requirements of federal law, including but not limited to those included within REGION 4 ESC’s Bid Attributes and those mandated by federal agencies making award(s) of federal funds to REGION 4 ESC. Without limitation to the forgoing, Region 4 has and will comply with all requirements related to contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms, as set forth in 2 C.F.R. § 200.321. Region 4 has and does solicit all qualified small and minority businesses and women’s business enterprises. VENDOR shall comply with 2 C.F.R. § 200.321 in its own sub-contracting practices.

Docusign Envelope ID: 29D79AC9-8721-40CC-AD17-6B8D050AFDD2

**Deviation Form for Region 4 ESC Terms Only- Redlines**

☑ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:
*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)*

| **Section/Page/Line** | **Exception/Proposed Modification (Deviation should be submitted in detail by redlining the document when possible)** | **Accepted (For Region 4 ESC's use)** |
|---|---|---|
| Standard Terms and Conditions pp. 10-12<br><br>Section 19 (Non-Performance/Termination of Contract)<br><br>Appendix A Contract pp. 3, Section 11e) (Standard Cancellation for Convenience) | In the event of termination for convenience, AVI-SPL also needs to be reimbursed at cost for any third party restocking/cancellation fees incurred | Approved |
| Standard Terms and Conditions pp. 18-19<br><br>Section 46 (Invoicing and Payment)<br><br>Appendix A Contract pp. 4, Section 16 (Payments) | In the event the period of performance under a purchase order lasts for a period of more than thirty days, AVI-SPL needs the ability to bill on a monthly basis in arrears for services performed and product delivered | Approved |

## OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing on the Deviation Form submitted with the request for proposal.

Company Name: AVI-SPL LLC

Address: 6301 Benjamin Road, Suite 101

City/State/Zip: Tampa, FL 33634

Telephone No.: (813) 884-7168

Email Address: Mark.Payne@avispl.com

Printed Name: Mark Payne

Title: Chief Financial Officer

Authorized signature: Mark Payne Digitally signed by Mark Payne Date: 2025.05.16 17:52:01 -04'00'

**Accepted by Region 4 ESC:**

Contract No. R250401

Initial Contract Term 10/1/2025 to 9/30/2028

Region 4 ESC Authorized Board Member — 8/26/2025 Date

Linda Tinnerman
Print Name

Region 4 ESC Authorized Board Member — 8/26/2025 Date

Victor E. White
Print Name

# 25-04 Addendum 1
# AVI-SPL LLC
# Supplier Response

## Event Information

Number: 25-04 Addendum 1
Title: Audio Visual Solutions and Services
Type: Request for Proposal - Region 4 ESC
Issue Date: 4/16/2025
Deadline: 5/29/2025 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

**No manual, emailed, or faxed proposals will be accepted.**

## Contact Information

Address: Procurement
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

## AVI-SPL LLC Information

Contact: bids AVI-SPL
Address: 6301 BENJAMIN RD
SUITE 101
Tampa, FL 33634
Phone: (813) 884-7168

By submitting your response, you certify that you are authorized to represent and bind your company.

Mark Payne
*Signature*

Mark.Payne@avispl.com
*Email*

*Submitted at 5/29/2025 01:44:52 PM (CT)*

## Requested Attachments

### Offer and Contract Signature Form

Offer and Contract Signature Form_Executed.pdf

Please complete, sign and upload the Offer and Contract Signature Form, located on the Attachments tab. (REQUIRED)

### Deviation Form

Deviation Form.pdf

Please complete and upload the Deviation Form, located on the Attachments tab. *NOTE: Any and add Deviations to any term or condition found in this RFP must be noted on this form. (REQUIRED)

### W-9 Upload

2025 W-9 AVI-SPL LLC.pdf

Interested offerors must upload an updated Form W-9 prior to submitting a proposal.

### Products and Pricing

Region 4 Omnia renewal FINAL VERSION.pdf

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

### Disclosure of Interested Parties form or Evidence of Exemption

Form 1295 Certificate 101375839_Executed.pdf

If you are required under statute to submit a Disclosure of Interested Parties form (1295 form), you must do so here. Section 6 must be completed in its entirety. Alternatively, if you are exempt under the statute, you must provide documentation affirming your exemption. (REQUIRED, see Attribute titled "DISCLOSURE OF INTERESTED PARTIES")

### Conflict of Interest Questionnaire

*No response*

If a conflict exists that requires the submission of a Conflict of Interest Questionnaire (CIQ), complete and upload the document here. (REQUIRED ONLY IF A CONFLICT EXISTS, see Attribute titled "CONFLICT OF INTEREST QUESTIONNAIRE" for additional information.)

### Diversity, HUB Certifications

*No response*

If your firm holds a certification from certifying agencies related to M/WBE, DBE, HUB, or other diverse business designations, you may upload the certificate here. (OPTIONAL)

### Value Added Services

*No response*

Provide any additional information related to products and services the Offeror proposes to enhance and add value to the Contract. For example, a proposal for furniture may include additional value-added selections such as installation, white glove delivery options, setup/cleaning, classroom design/layout, special orders, etc. (OPTIONAL)

### OMNIA Partners - Exhibit A - Response for National Cooperative Contract

Deviation Form.pdf

Complete and upload your response to Exhibit A - Response for National Cooperative Contract. This upload shall consist of a single document of the Proposer's own design that addresses the information in Exhibit A.

**OMNIA Partners - Exhibit F Federal Funds Certifications**

OMNIA Partners - Exhibit F Federal Funds Certifications Form_Executed.pdf

Complete and upload your response to Exhibit F - Federal Funds Certification. This upload should consist of a single document completed with all checkboxes, initials, signatures, and information fields filled in as appropriate.

**OMNIA Partners - Exhibit G New Jersey Business Compliance**

AVI-SPL LLC- New Jersey Public Works Certificate Cert730025_RD_10282021-154719.pdf

Complete and upload your response to Exhibit G - New Jersey Business Compliance. This upload should consist of a single document that is comprised of DOC #1 through DOC #10, with all checkboxes, initials, signature, and information fields completed as appropriate.

**Additional Agreements Offeror will require Participating Agencies to sign.**

*No response*

If the Offeror will require individual agencies to complete any additional requirements or agreements outside of what is proposed and agreed to during this proposal solicitation, Offeror must submit such requirements or agreements as an uploaded file here. If uploading more than one file, select "New" under the "Other Response Attachments" section found lower on this webpage, and upload as many documents as is necessary to submit all additional requirements for participating agencies.

**Dunn & Bradstreet Report**

AVI-SPL LLC-DUNS Credit Report.pdf

## Response Attachments

**Omnia Partners Response.pdf**

AVI-SPL Proposal Response

## Bid Attributes

| | |
|---|---|
| 1 | **CONTRACT DURATION**<br>The initial term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to two (2) years after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.<br>☑ I certify compliance with this attribute. |
| 2 | **NAME OF INDIVIDUAL COMPLETING THIS PROPOSAL**<br>AVI-SPL LLC |
| 3 | **HOW MANY YEARS HAS YOUR BUSINESS OPERATED UNDER ITS PRESENT NAME**<br>44 |
| 4 | **WHAT IS YOUR CURRENT NUMBER OF CUSTOMER ACCOUNTS?**<br>8000 |

**5** **WHAT ARE YOUR BUSINESS HOURS?**

8-5

**6** **IS 30 DAYS AFTER RECEIPT OF INVOICE AN ACCEPTABLE PAYMENT SCHEDULE FOR YOUR BUSINESS?**

If Yes, type "YES".

If No, describe your payment schedule in the field provided.

Yes

**7** **WHAT IS THE STANDARD LEAD TIME FOR RECEIPT OF PRODUCTS AFTER ORDER IS RECIEVED (ARO), IN DAYS?**

Provide your answer in number of DAYS after receipt of order (ARO).

3-5 business days

**8** **ACCOUNT MANAGER NAME**

Please indicate the name of the account manager we should speak to with concerns about the products and/or services in this proposal.

Kevin Schornhorst

**9** **ACCOUNT MANAGER EMAIL**

Kevin.Schornhorst@avispl.com

**10** **ACCOUNT MANAGER PHONE**

(770) 630-5484

**11** **PAYMENT REMITTANCE ADDRESS**

PO Box 739159 Dallas, TX 75373-9159

**12** **PAYMENT REMITTANCE PHONE**

(813) 884-7168

**13** **CONTRACT/PURCHASE ORDER/QUOTE EMAIL**

Vendors may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or purchaseorders@businessname.com.

*No response*

**14** **CONTRACT/PURCHASE ORDER/QUOTE FAX NUMBER, IF APPLICABLE**

If applicable, please provide a fax number to send orders and quote requests.

**15** **REQUIRED REFERENCE QUOTE OR CONTRACT NUMBER, IF APPLICABLE**

Enter your quote or contract number and/or any other information our staff would need provide on the face of purchase orders in order to receive discount percentages and contract pricing.

*No response*

16 **COMPANY WEBSITE ADDRESS, IF APPLICABLE**

www.avispl.com

17 **HOW WERE YOU NOTIFIED OF THIS BID OPPORTUNITY?**

In order to verify the efficiency of communication tools used to notify vendors of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal.

Email

18 **REFERENCE 1**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include:

- Entity Name
- Contact name and title
- Contact phone number and email address
- Contact city and state
- Years of service provided
- Description of services/products provided
- Annual volume of business handled for the customer

Please see attached response

19 **REFERENCE 2**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include:

- Entity Name
- Contact name and title
- Contact phone number and email address
- Contact city and state
- Years of service provided
- Description of services/products provided
- Annual volume of business handled for the customer

Please see attached response

20 **REFERENCE 3**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include:

- Entity Name
- Contact name and title
- Contact phone number and email address
- Contact city and state
- Years of service provided
- Description of services/products provided
- Annual volume of business handled for the customer

Please see attached response

21 **THE U.S. STATE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED.**

Florida

**22 RECIPROCITY**

For Businesses not located in Texas: Does your state of residence or incorporation require out-of-state bidders to underbid vendors residing in your state by a prescribed amount or percentage to receive a comparable contract? If Yes, please input that percentage; If No, please leave the adjacent field blank.

*No response*

**23 PARTIAL AWARD ACCEPTANCE**

REGION 4 ESC retains the right to award this contract in such a manner that it receives the best overall value for the goods and/or services requested in this request for proposal or bid, which may include awarding to multiple vendors.

☑ I understand.

**24 PURCHASE ORDER POLICY**

REGION 4 ESC purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved District Purchase Order. While campuses and departments may call for quotes and information, please be advised the District is not obligated to pay for any services and/or products ordered via telephone or email in without the presence of a properly executed Purchase Order.

☑ I understand.

**25 ADDENDA NOTIFICATIONS**

Any addenda to this proposal will be issued electronically through this system. It is vendor's responsibility to review addenda upon e-mailed notice and retract/amend their submission as deemed necessary. REGION 4 ESC may choose to mark a proposal received prior to the issuance of an addendum as non-responsive should REGION 4 ESC, in its sole determination, finds the addendum to be of such material change that it warrants such determination. If such proposal is found non-responsive, REGION 4 ESC will not consider the proposal for evaluation or further consideration.

☑ I understand.

**26 How does the Offeror handle returns and restocking? Describe the return policy, restocking fees, and how these processes are managed.**

Our 30-day return program means you may return your purchase, excluding special orders, non-stock products and opened lamps, to us should you be dissatisfied with your purchase within thirty (30) days of receipt of the product. You must return the item(s) to us insured for full value, with original packaging, documentation, blank warranty card, original UPC codes on the manufacturer boxes and all manuals and accessories. If you are returning a projector and it has less than four (4) hours on the lamp, then you will not be charged a restocking fee. If your projector has four (4) to ten (10) hours on the lamp, and/or evidence of excessive wear and tear, you will be refunded your purchase price less a low 15% restocking fee. If your projector has greater than ten (10) hours on the lamp, you may not return the projector for credit or exchange. Instead the projector may be repaired under warranty according to manufacturer guidelines.

**27 How does the Offeror respond to emergencies? Please outline the emergency response process for urgent orders.**

AVI-SPL recognizes an ongoing exposure to natural and manmade disasters that have the potential to disrupt critical company operations and business functions. Proper planning enables AVI-SPL to anticipate hazards and develop procedures to minimize a disaster’s impact, reduce or eliminate down time, as well as reduce adverse publicity, minimize loss of market share, and protect the safety and health of our greatest asset: AVI-SPL’s employees. AVI-SPL’s customers, clients, vendors, and suppliers have a legitimate interest in being assured that in the event of a disaster, AVI-SPL can quickly respond, recover, and resume operations with minimal or no interruption. As a multi-location national leader in the Audio Visual industry, AVI-SPL has developed a comprehensive Disaster Recovery and Business Continuity Plan, which is continually reviewed, updated, and periodically tested.

28 **What is Offeror's average Fill Rate?**

Unavailable

29 **What is the Offeror's history of meeting delivery timelines? Provide the vendor's average on-time delivery and fill rates.**

Typical durations to deliver specific room types for new construction from Procurement to completion is dependent upon complexity of design, equipment availability and timeline for on site construction requirements.

30 **How does the Offeror ensure product/service quality? Describe the quality standards and warranty options for products/services.**

AVI-SPL offers a workmanship warranty period of ninety (90) days from the delivery and acceptance of products and services. In addition, we offer flexible service programs that can be purchased for unlimited 24x7 technical support, global onsite dispatch, access to manufacturer software updates and upgrades, online ticketing, and hassle-free manufacturer warranty coordination through our AVI-SPL Global Support and Maintenance service options. These enhanced services provide organizations cost-effective solutions to service, support, scale, and secure collaboration environments.

31 **Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

Elite Onsite - Service Details Elite Onsite provides 24/7 unlimited remote technical support and onsite dispatch services including facilitation of manufacturer repair or replacement programs and access to manufacturer published software updates and upgrades. Available by phone or online portal anytime day or night. - Remote Help Desk, 24/7 – Our Global Help Desk is staffed by certified experts and available 24/7 to diagnose a problem or implement a repair remotely. With an average 60 second speed of answer, we are dedicated to resolving support requests as quickly as possible. - Repair/Replacement Facilitation – Our technicians assist in identifying faulty equipment that is repairable or can be replaced at no charge under manufacturer warranty, providing remote installation assistance and arranging for the return of the defective equipment. - Unlimited Onsite Support – When your problem cannot be resolved remotely or when parts replacement is necessary, Elite Onsite eliminates var

32 **Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

Here's a sample invoice process for AVI-SPL, focusing on a hypothetical flow that includes key stages from project completion to payment. AVI-SPL Invoice Process 1. Project Completion & Review - Project Delivery: Once AVI-SPL completes the agreed scope of work (e.g., AV installation, managed services, integration, etc.), the project manager conducts a final review to ensure all deliverables meet the client's requirements. - Client Sign-Off: The client reviews the completed work and provides formal approval, either via a digital signature, email confirmation, or project completion certificate. 2. Generate Invoice - Input Project Data: The project manager or designated finance personnel gathers project information, including labor, equipment, and additional services rendered. This may include: - Itemized equipment and hardware costs (e.g., AV displays, projectors, cabling). - Labor and installation costs. - Professional services fees (e.g., programming, integration, managed services).

33 **How will the Offeror ensure smooth contract implementation? Describe the transition plan for customers adopting the Offeror's goods/services.**

As part of our governance approach and to ensure a successful service transition, AVISPL uses an ITIL based Service Transition methodology to make sure that our customer’s Business Outcomes are realized, and that our Service Teams will be ready to support you our customer. AVI-SPL bases our approach on what we believe to be a realistic, low risk approach to meet long-term customer goals. Our relationship would be based on a multistage process that will act as a blueprint for the service, and as an on-going model against which the services would be delivered. The model is based on the principle of continual improvement that is focused and driven by the User Experience being key. At a high-level there are four key phases: TRANSITION - An initial transition plan will be created to identify key tasks and resource/team requirements to ensure an immediate and successful transition process. TRANSFORM – Implement the on-going process of transforming your service to the future operational pr

34 **Describe the financial condition of Offeror.**

Experienced and financially stable technology contractor

35 **Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**

N.A

36 **Describe the Offeror's safety record.**

AVI-SPL has several safety policies in place including but not limited to a written health and safety manual, fire prevention plan, injury/illness program, return to work/light duty program, emergency action plan, fall protection plan, hazard identification/communication plan, first-aid & CPR program, incident investigation program, and a safety training program for all employees.

37 **Provide a brief history of the Offeror, including year it was established and corporate office location. Please also provide experience providing similar products and services.**

Our expertise comes from more than 40 years of experience empowering people to communicate more effectively. We started as a local AV company in 1979 and are now a global digital enablement solutions provider who transforms how people and technology connect to create better outcomes for our customers. We'll transform how your people use AV and UC technology to connect and collaborate with one another. Our company is the result of a 2008 merger between the top two system integration companies in North America: Audio Visual Innovations (AVI) and Signal Perfection Ltd (SPL). Today, we have 65+ AVI-SPL locations throughout North America, Europe, and Asia, including our new offices in Hong Kong, Singapore, India, and Mexico. We expanded our footprint, customer base, and capabilities through strategic acquisitions include Anderson Audio Visual, VideoLink LLC, Sharp's Audio Visual, Interactive Solutions, Inc., Digital Video Networks, SKC Communications, Adtech Systems, Multimedia (Multisistem

38 **What is the Offeror's reputation in the industry? Provide a brief description of the vendor's standing and reliability in the market.**

Experienced and financially stable technology contractor with a global operational delivery model.Providing innovative, award-winning solutions that are effective and aligned with your needs. Our solutions reflect the trends and technologies shaping professional collaboration and the workplace.

39 **Are the Offeror's products/services well regarded? Please describe how the Offeror's products and services are perceived by customers. You are welcome to include any customer reviews or feedback to illustrate your response.**

As the leading AV and UC provider in the world, AVI-SPL offers a fully implemented Global Program Management Strategy that ensures consistency and accountability for our customers utilizing a local presence with global oversight approach. Our Dedicated Core Team includes an Account Manager, Program Manager and Customer Success Director. Our Global Program Management incorporates local, in-region AVI-SPL resources and vetted Partners through our Dedicated Partner Program that utilizes standardized playbooks and processes for an expected same quality delivery experience each and every time. AVI-SPL continues to grow, having over 70+ brick and mortar offices globally, 4,400 employees and 4 GSOCs (Global Service Operation Centers) that includes 850+ onsite certified technicians at customer locations. We continue to shape the future in the AV and UC industry as indicated with recent awards and recognition: rAVe Reader's Choice "Favorite Integrator of the Year", Inavate APAC Awards Integrato

40 **Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.**

Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who us authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.

N.A

41 **Describe the experience and qualifications of key employees.**

AVI-SPL is committed to providing our clients with the highest level of service. That's why we have established performance standards that reach beyond those of industry organizations. Before granting increased responsibilities to our technical staff, we enroll them in courses that ensure they have the skills to support your project. All Sr. Project managers have earned PMP certifications based on Project Management Institute (PMI) standards and many of our Project Managers have already earned this designation. All Project Managers attend our AVIX-SPL Project Management Academy which is accredited with AVIXA. Our Design Engineers must be certified with a minimum of a CTS-D. Programmers must be trained and certified by AMX, Crestron or Q-SYS to obtain the position of Senior Programmer. Many Programmers hold their Crestron Master Certified Programmer Certification and Design Engineers hold their Crestron Master Technology Architect (MTA) Certification. AVI-SPL coursework is an integral p

42 **Describe Offeror's experience working with the government sector.**

Very experienced

43 **Describe any past or present litigation, bankruptcy, reorganization involving supplier.**

None

44 **Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

Very experienced

45 **Indicate if Offeror is licensed to do business in all 50 states.**

☑ Yes

☐ No

46 **Value Add - Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.**

Please refer to our response document attached for value added information.

47 **For Non-Normal Working Hours, indicate if there is a minimum charge of hours and what the number of hours is.**

AVI-SPL operates a live 24x7x365 Support Desk that can receive phone or email requests at any time. Standard onsite dispatch is available during normal operating hours: Monday - Friday 8AM-5PM local time. Support is available outside of standard hours with escalated service offerings.

48 **How does the Offeror price their products or services?**

- Is pricing based on a discount from a manufacturer's price list, catalog, or a fixed price?
- Include price and product, service, and/or solutions lists with the following information, if applicable: manufacturer or other part number, product/service description, manufacturers suggested or another list price, and net price.

Pricing is primarily based on subscribed rooms with some options priced per account. Enterprise Managed Services is a subscription model service, allowing changes in technology or even covered locations up to the subscription limit with no change in cost. Additional rooms or service options may be added to the contract at any time during the term on a pro-rated basis.

49 **Describe any shipping charges (where applicable).**

N/A

**50** **Provide pricing for warranties on all products and services.**

See provided Pricing Response for detail.

**51** **Describe any return or restocking fees.**

If your projector has less than four (4) hours on the lamp, then you will not be charged a restocking fee. If your projector has four (4) to ten (10) hours on the lamp, and/or evidence of excessive wear and tear, you will be refunded your purchase price less a low 15% restocking fee. If your projector has greater than ten (10) hours on the lamp, you may not return the projector for credit or exchange. Instead the projector may be repaired under warranty according to manufacturer guidelines. The restock fee will also apply for stocking items that evidence excessive wear and tear.

**52** **Are there additional discounts or rebates for larger orders or other factors? Please describe any potential savings based on volume, annual spending, or other incentives.**

See provided Pricing Response for detail.

**53** **How can the Offeror ensure contract pricing? How can customers verify that they are getting the agreed-upon contract prices?**

See provided Pricing Response for detail.

**54** **How will price updates be handled? Describe the frequency and method for price adjustments during the contract term.**

See provided Pricing Response for detail.

**55** **How are future product introductions priced? Explain how new products or services introduced during the contract will align with current pricing?**

See provided Pricing Response for detail.

**56** **Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.**

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

*No response*

**57** **Minority Women Business Enterprise Certification**

If yes, list certifying agency.

*No response*

**58** **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification**

If yes, list certifying agency.

*No response*

**59** **Historically Underutilized Business (HUB) Certification**

If yes, list certifying agency.

*No response*

**60** **Historically Underutilized Business Zone Enterprise (HUBZone) Certification**

If yes, list certifying agency.

*No response*

**61** **Other recognized diversity certificate holder**

If yes, list certifying agency

*No response*

**62** **Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners.**

Include a list of current cooperative contracts (regional and national) Offeror holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

The Supplier will transition existing Public Agency customers to the Master Agreement by aligning current contracts with the OMNIA Partners terms, ensuring continuity of service and pricing. Dedicated account managers will coordinate with each agency to streamline the transition, provide necessary documentation, and ensure a seamless onboarding process without service disruption.

**63** **Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions.**

Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☑ Yes

☐ No

**64** **Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.**

All sales materials are to use the OMNIA Partners logo. At a minimum, the Offeror's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes

☐ No

**65** **Confirm Offeror will train its national sales force on the Master Agreement. At a minimum, sales training should include:**

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes

☐ No

**66** **Provide the name, title, email and phone number for the person(s), who will be responsible for:**

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Kevin Schornhorst, Director SLED Business Development 813-884-7168 kevin.schornhorst@avispl.com

67 **Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.**

The Supplier's national sales force is organized by region, with dedicated account managers and sales teams assigned to specific territories and market segments. Each team is supported by regional directors and a centralized support staff to ensure consistent service and coverage nationwide. The highest-level executive in charge of the sales team is our Director of SLED.

68 **Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**

The sales teams will collaborate closely with the OMNIA Partners team by aligning strategic goals, coordinating joint marketing efforts, and leveraging OMNIA's network to identify opportunities. Dedicated account managers will ensure consistent communication, while regional sales teams will drive adoption, provide training, and deliver ongoing support to Public Agencies—ensuring seamless implementation and sustained growth of the national program.

69 **Explain in detail how Offeror will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract**

administration, etc.

The Offeror will manage the national program through a dedicated program management team responsible for overseeing all aspects of the Master Agreement. This includes coordinating ongoing marketing and sales initiatives with OMNIA Partners, ensuring prompt setup of new Participating Public Agency accounts, and maintaining contract compliance. Regular performance reviews, centralized reporting, and a structured communication plan will ensure consistent execution and program growth throughout the agreement term.

70 **State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.**

This level of detail is confidential.

71 **Year 1 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

*No response*

72 **Year 2 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

*No response*

73 **Year 3 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

*No response*

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|---|---|
| 74 | **Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance.**<br>☑ Yes |
| 75 | **Oral Communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.**<br>☑ Yes |
| 76 | **Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance.**<br>☑ Yes |
| 77 | **Not to Exceed Pricing**<br>Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable. |
| 78 | **Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.**<br>https://avispl.com/about-us/locations/ |
| 79 | **Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide,**<br>to include, but not limited to:<br>i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days<br>ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days<br>Refer to Project Implementation Plan in the AVI-SPL Response document. |

80 **Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective**

Public Agencies nationwide immediately upon award, to include, but not limited to:
i. Creation and distribution of a co-branded press release to trade publications
ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
iii. Design, publication and distribution of co-branded marketing materials within first 90 days
iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
• OMNIA Partners standard logo;
• Copy of original Request for Proposal;
• Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
• Summary of Products and pricing;
• Marketing Materials
• Electronic link to OMNIA Partners' website including the online registration page;
• A dedicated toll-free number and email address for OMNIA Partners

Please see Project Implementation Plan in the AVI-SPL Response document.

81 **GENERAL TERMS AND CONDITIONS**

Respondent agrees to comply with the Contract and General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the Contract and General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

82 **DEVIATIONS TO TERMS AND CONDITIONS**

Any Deviation from the RFP documents, including the General Terms and Conditions, Notice to Offeror, or any other document presented with terms for consideration by the proposer MUST be documented and presented on the Deviation Form and attached to this electronic bid event via an electronic upload to the "Response Attachments" tab. In addition to indicating the requested deviations on the form, additional pages may be provided to more thoroughly explain each deviation listed on the Deviation Form.

☑ I certify compliance with this attribute.

**83** **FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

Subsection (c) states “this section does not apply to a publicly held corporation”.

Use the list of values associated with this item to identify your status as it relates to this legal requirement.

Non-Felon - person/owner IS NOT a convicted felon

**84** **NAME OF FELON AND NATURE OF FELONY, IF APPLICABLE**

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

**85** **CRIMINAL HISTORY RECORDS REVIEW OF CERTAIN CONTRACT EMPLOYEES**

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity (“Contractors”) and entities that contract with school entity contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.
**Compliance includes providing or causing employees and sub-contractor employees to provide requested information and fingerprinting upon request.**
Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity ***and*** have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☑ I certify compliance with this attribute.

**86** **HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION**

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.
Select one of the available options:

**OPTION A**: My business has NOT been certified as HUB.

**OPTION B**: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

OPTION A - Not HUB

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| 87 | **DISCLOSURE OF INTERESTED PARTIES**<br>Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:<br>(1) requires an action or vote by the governing body; or<br>(2) has a value of $1 million or more; or<br>(3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.<br><br>NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).<br><br>If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.<br><br>Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.<br><br>Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:<br>(1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and<br>(2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.<br><br>**IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OR PROVIDES EXPLANATION OF THIS EXEMPTION.**<br><br>*THE FOLLOWING CONTRACTS ARE EXEMPT FROM THE REQUIREMENTS OF TEXAS DISCLOSURE OF INTERESTED PARTIES LAWS:*<br>• *a sponsored research contract of an institution of higher education;*<br>• *an interagency contract of a state agency or an institution of higher education;*<br>• *a contract related to health and human services if:*<br>  • *the value of the contract cannot be determined at the time the contract is executed; and*<br>  • *any qualified vendor is eligible for the contract;*<br>• *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*<br>• *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*<br>• *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*<br><br>☑ I certify compliance with this attribute. |

88

## CONFLICT OF INTEREST QUESTIONNAIRE

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of Region 4.

*"Vendor"* means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

*"Business relationship"* means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

*"Family relationship"* means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

*"Local government officer"* means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

**Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.**

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:
Texas Local Government Code, Section 176
Texas House Bill 23

A blank Conflict of Interest Questionnaire is available by clicking:
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☑ I certify compliance with this attribute.

89

## ENTITITES THAT BOYCOTT ISRAEL

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

*EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.*

☑ I certify compliance with this attribute.

90

## FOREIGN TERRORIST ORGANIZATIONS

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

91

## FIREARMS ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

*APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.*

*EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.*

☑ I certify compliance with this attribute.

92

## ENERGY COMPANY BOYCOTT PROHIBITED

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

*EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.*

☑ I certify compliance with this attribute.

93

## CRITICAL INFRASTRUCTURE AFFIRMATION

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

*EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.*
*The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause.*"

☑ I certify compliance with this attribute.

94

## OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

**OPTION A**: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

**OPTION B**: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

OPTION A - No proprietary information

95

## CONSENT TO RELEASE PROPOSAL TABULATION

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☑ I certify compliance with this attribute.

**96**

## CONTRACTING INFORMATION

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

*"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."*

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

**97**

## ANTI-TRUST CERTIFICATION STATEMENT

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☑ I certify compliance with this attribute.

**98**

## FEDERAL RULE (A) - CONTRACT TERM VIOLATIONS

**(A)** Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Federal Rule (**A**) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

☑ I certify compliance with this attribute.

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| 99 | **FEDERAL RULE (B) - TERMINATION CONDITIONS**<br>**(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)<br><br>*Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.*<br>☑ I certify compliance with this attribute. |
| 100 | **FEDERAL RULE (C) - EQUAL EMPLOYMENT OPPORTUNITY**<br>**(C)** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”<br><br>It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.<br><br>*Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.*<br>☑ I certify compliance with this attribute. |

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| 101 | **FEDERAL RULE (D) - DAVIS BACON ACT/COPELAND ACT**<br>**(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.<br><br>*Pursuant to Federal Rule (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.*<br>☑ I certify compliance with this attribute. |
| 102 | **FEDERAL RULE (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**<br>**(E)** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.<br><br>*Pursuant to Federal Rule (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.*<br>☑ I certify compliance with this attribute. |
| 103 | **FEDERAL RULE (F) - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**<br>**(F)**If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.<br><br>*Pursuant to Federal Rule (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.*<br>☑ I certify compliance with this attribute. |

**104**

## FEDERAL RULE (G) - CLEAN AIR ACT/FEDERAL WATER POLLUTION CONTROL ACT

**(G)** The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

*Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.*

☑ I certify compliance with this attribute.

**105**

## FEDERAL RULE (H) - DEBARMENT AND SUSPENSION

**(H)** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” 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.

*Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.*

☑ I certify compliance with this attribute.

106

## FEDERAL RULE (I) - BYRD ANTI-LOBBYING AMENDMENT

**(I)** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

*Pursuant to Federal Rule (**I**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

*(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.*
*(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.*
*(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.*
*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate 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.*

☑ I certify compliance with this attribute.

107

## FEDERAL RULE (J) - PROCUREMENT OF RECOVERED MATERIALS

**(J)** When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

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| 108 | **FEDERAL RULE (K) - PROHIBITION ON CERTAIN TELECOM AND SURVEILLANCE SERVICE AND EQUIPMENT**<br>**(K)** Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,<br>(2) extend or renew a contract to procure or obtain, or<br>(3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.<br><br>The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.<br>☑ I certify compliance with this attribute. |
| 109 | **FEDERAL RULE (L) - BUY AMERICAN PROVISIONS**<br>**(L)** As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.<br><br>Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.<br><br>*"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.*<br>☑ I certify compliance with this attribute. |
| 110 | **FEDERAL RULE - REQUIRED AFFIRMATIVE STEPES FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS**<br>When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:<br>1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;<br>2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;<br>3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;<br>4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and<br>5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.<br>☑ I certify compliance with this attribute. |

111

**FEDERAL RULE - FEDERAL RECORD RETENTION**

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☑ I certify compliance with this attribute.

112

**FEDERAL RULE - PROFIT NEGOTIATION**

For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☑ I certify compliance with this attribute.

113

**FEDERAL RULE - SOLID WASTE DISPOSAL ACT**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceed $10,000; procuring sold waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☑ I certify compliance with this attribute.

114

**APPLICABLITY TO SUBCONTRACTORS**

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☑ I certify compliance with this attribute.

115

**COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

☑ I certify compliance with this attribute.

| | |
|---|---|
| 116 | **INDEMNIFICATION**<br>**Acts or Omissions**<br>Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.<br>**Infringements**<br>a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.<br>b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.<br>c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.<br>**Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity**<br>a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.<br>b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.<br>☑ I certify compliance with this attribute. |
| 117 | **EXCESS OBLIGATIONS PROHIBITED**<br>Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.<br>☑ I certify compliance with this attribute. |
| 118 | **SUSPENSION AND DEBARMENT**<br>Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.<br>☑ I certify compliance with this attribute. |

| | |
|---|---|
| 119 | **CHANGE IN LAW AND COMPLIANCE WITH LAWS**<br>Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.<br>☑ I certify compliance with this attribute. |
| 120 | **Does the Offerors offer provide a percentage discount for different categories of products/services? If yes, please describe the discounts for each category. The discount shall remain the same throughout the term of the contract and at the renewal options**<br>Included in Pricing Sheet submittal. |
| 121 | **Has the Offeror had a previous business relationship with Region 4? Briefly describe any past contracts or interactions.**<br>No |
| 122 | **Does the Offeror have any conflicts of interest with any employees of Region 4 ESC? Please explain any potential conflicts that may exist and submit the proper documentation required under Texas law if a conflict does exist.**<br>None |
| 123 | **Total number and location of salespersons employed by Supplier.**<br>1400 |
| 124 | **Please provide the number and location of support centers (if applicable) and location of corporate office.**<br>https://avispl.com/about-us/locations/ |
| 125 | **Please provide the annual sales for the three previous fiscal years. Please submit FEIN and Dunn & Bradstreet report.**<br>$1.3B |
| 126 | **List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards.**<br>If any, list which certifications subcontractors hold and certifying agency.<br>None |
| 127 | **Describe how supplier differentiates itself from its competitors.**<br>With more than 70+ offices throughout North America, Europe, Middle East, India and Asia, AVI-SPL is second to none when it comes to serving our global customers. No other organization has invested in the resources necessary to organically grow business in all of these regions. All of our offices adhere to the same quality standards and are accustomed to designing, implementing and supporting large, multi-room projects within strict timelines and budgets. To supplement our global business, AVI-SPL has partnered with several pro-AV companies in nearly every major region in the world. These companies have been carefully vetted by AVI-SPL and have a proven track record of successful project deployments in their respective markets. These partnerships, most of which have been in place for at least 5 years, ensure that our global clients will receive the same high quality system implementation and customer service as are provided by our own offices. |

128 **Describe any green or environmental initiatives or policies.**

https://avispl.com/about-us/esg/

129 **Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.**

The supplier will distribute products and services nationwide through a network of regional offices, authorized partners, and a centralized logistics system to ensure timely delivery and support. All U.S. states, territories, and outlying areas—including Puerto Rico, Guam, and the U.S. Virgin Islands—will be covered under the Master Agreement, with no exclusions.

130 **Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.**

None

131 **Provide ordering methods, online ordering, order tracking, search options, order history.**

Through online ordering portals, we can greatly minimize processing time and human error that occurs in more manual systems. Additionally, our online catalogs provide photos, technical specifications, and other information from a variety of manufacturers in a single location to reduce the need to search multiple sites to compare products across manufacturers.

132 **Can the vendor provide all requested goods and services? Explain how the Offeror's products/services fulfill Region 4's needs. Include whether specific categories or items are excluded.**

Yes, we provide a full range of audiovisual products and services

133 **What standard price adjustments can be anticipated? Identify any standard increases related to cost-of-living adjustments or other factors that may impact pricing throughout the duration of the contract.**

Tariffs may affect various manufacturers providing equipment. We will provide these to you as soon as we are notified.

134 **What is the Offeror's capability to meet service and warranty needs? Detail how service requests and warranty claims will be handled.**

Equipment warranty is subject to each applicable manufacturer’s warranty policy, repair or replacement requirements. Additional post-install services can be purchased for all hardware AVI-SPL sells/installs. Please discuss this further with your Account Manager for all available options.

135 **What is the Offeror's capability to comply with laws and rules relating to historically underutilized businesses, if any? Confirm compliance and include any relevant details.**

Comply

136 **Are there any additional factors identified in the request for proposal that are relevant to the decision for award?**

N/A

137 **What is the long-term cost impact of the Offeror's products/services? Describe how the pricing and services offered affect Region 4's long-term costs.**

The Offeror’s products and services are designed to minimize Region 4’s long-term costs through competitive pricing, scalable solutions, and reduced maintenance needs. By offering high-quality, durable equipment and comprehensive support services, the Offeror helps lower total cost of ownership, decrease downtime, and extend product lifecycle—resulting in sustained cost savings over time.

# Table of Contents

**Executive Summary** ..... **4**

**Purchase Price** ..... **5**

**Reputation of the Offeror** ..... **9**

**Quality of the Offeror's Goods and Services** ..... **11**

How does the Offeror ensure product/service quality? ..... 11
How does the Offeror respond to emergencies? ..... 11
What is the Offeror's history of meeting delivery timelines? ..... 12
How does the Offeror handle returns and restocking ..... 13
Describe the customer service and problem resolution process ..... 15
Provide ordering methods ..... 17

**Extent to Which the Goods & Services Meet Region 4's Needs** ..... **18**

How will the Offeror ensure smooth contract implementation ..... 19
Offeror's capability to meet service and warranty needs ..... 19

**Total Long-Term Cost to Region 4** ..... **21**

**Corporate Overview** ..... **22**

**Contractor Profile** ..... **24**

**Quality Assurance Commitment** ..... **26**

Project Management ..... 26
CAD ..... 26
Programming ..... 27
Engineering and Commissioning ..... 27
Rack Fabrication ..... 27
Field Installation ..... 27
Final Walk-through Acceptance and Demonstration ..... 27
Service Turnover ..... 27

**Customer Experience Scores** ..... **28**

**Certifications and Training** ..... **29**

**Strategic Technology Partners** ..... **30**

**AVI-SPL Corporate Certifications** ..... **31**

**AVI-SPL Office Locations** ..... **34**

United States Locations ..... 34

**Environment, Social, and Governance Strategy** ..... **35**

**Diversity, Equity, and Inclusion** ..... **41**

Our DEI Strategy ..... 41

**All project photographs featured in this proposal are of AVI-SPL completed projects.*

Building Connections ..... 41
Diversity, Equity, and Inclusion Pledge ..... 41
WE Thrive Together ..... 41
Our Employee Resource Groups (ERGs) ..... 42

**Awards and Recognition ..... 43**

XTG Project Spotlight ..... 43

**Specialized Areas of Expertise ..... 45**

AVI-SPL XTG: Experience Technology Group ..... 45
Enterprise Broadcast Center of Excellence ..... 45
AVI-SPL Symphony ..... 46
AVI-SPL Virtual Reality (VR) Design ..... 47
Large Venues and Auditoriums ..... 48
Command and Control Rooms ..... 48
Advanced Visualization and Simulation ..... 49
Government Contract Sales ..... 49

**Services and Support ..... 50**

AVI-SPL Services Overview ..... 50

**Project Examples ..... 52**

Tampa International Airport SkyCenter One Administration Building ..... 52
Tampa International Airport Passenger Terminals ..... 53
US Naval Institute ..... 54
AVI-SPL Voice Cloud Calling and Contact Center ..... 55
MidMichigan Health ..... 56
University of Toledo IISC ..... 57
Kean University ..... 58
RMIT ..... 59
Rose State College ..... 60
North Carolina State University Hunt Library ..... 61

**Offeror and Contract Signature Form ..... 62**

**Exhibit F ..... 63**

**All project photographs featured in this proposal are of AVI-SPL completed projects.*

# Executive Summary

May 29, 2025

Region 4 Education Service Center
Houston, Texas 77092

**Re: RFP 25-04 Audio Visual Solutions and Services**

AVI-SPL is pleased to submit our proposal in response to the Region 4 Education Service Center (ESC) solicitation for Audio Visual Solutions and Services. As a leading provider of audiovisual and unified communications solutions, AVI-SPL brings over four decades of experience delivering innovative, high-quality AV systems to educational institutions and public agencies across the country.

We are proud to have held this contract since April 2021, successfully supporting Region 4 ESC members and participating agencies nationwide. Under the OMNIA Partners contract R201201, AVI-SPL has facilitated more than $8 million in AV solutions and services to date—demonstrating the value, scalability, and trust built through this partnership.

Our comprehensive approach supports Region 4 ESC's mission to achieve operational efficiency through cooperative purchasing. We offer tailored solutions that address the unique needs of educational environments, including interactive learning systems, video conferencing, digital signage, and AV infrastructure management.

Through our continued partnership with OMNIA Partners, we ensure that our offerings remain accessible and beneficial to a broad range of public entities. Our solutions are designed not only to enhance learning environments but also to promote administrative efficiency through integrated technology platforms.

With a nationwide presence and robust support infrastructure, AVI-SPL is well-equipped to serve Region 4 ESC's members with responsiveness and consistency. Our commitment to quality, innovation, and service excellence positions us as a trusted partner for AV solutions.

Thank you for considering AVI-SPL as your continued strategic audiovisual partner. We are confident that our proven track record, technical expertise, and dedication to customer satisfaction make us the ideal choice to support Region 4 ESC and its cooperative purchasing participants.

Sincerely,

Kevin Schornhorst

# Purchase Price

**1) How does the Offeror price their products or services?**

Hardware and software pricing is a percentage discount off of Manufacturers published MSRP Price.

AVI-SPL Integration, Services, and Product are a fixed price dependent on geographic region and type of service maximizing value to all regions of the country.

AVI-SPL offers many value added products and services that differentiate us from our competition

- 44+ US based AVI-SPL locations
- AVI-SPL employees that specialize in verticals:
    - Cisco
    - Microsoft
    - Zoom
    - Google Meet
    - Cloud Calling
    - Contact Centers
    - Experiential Spaces
    - Higher Education
    - State and Local Government
    - Onsite Managed Services
    - 24/7 Global Helpdesk support
    - Enterprise Broadcast
    - AR / VR / XR Production
    - Medical Simulation
    - Digital Signage
    - Meeting Rooms
    - Command and Control Centers
    - Video Walls
    - AVI-SPL remote monitoring software "Symphony"
    - Inside Sales team

**2) Does the Offeror provide a percentage discount for different categories of products/services?**

YES, AVI-SPL has the pleasure of presenting over 200 manufacturer products to offer Region 4 and Omnia Partners. Many of the products will crossover to multiple categories making this contract the most robust contract in our portfolio. The discounts are very similar to the previous R201201 contract that is active now. Discounts range from 5% - 40+% depending on the manufacturer. Please see attached pricing sheet for our current offerings for specific discounts.

The discount shall remain the same throughout the term of the contract and at the renewal options

YES, Manufacturer % off discounts will remain the same through the term of the contract. AVI-SPL would appreciate the opportunity to conduct an annual review of labor rates and pricing, given the evolving economic landscape and current concerns such as tariffs, which impact all integration partners.

**3) Are shipping charges, freight charges, return fees, or restocking fees applicable?**

Yes, freight charges, return fees, or restocking fees are applicable and will be analyzed on a case-by-case basis.

**4) How does the Offeror ensure contract pricing?**

AVI-SPL ensures contract pricing accuracy by maintaining all relevant pricing documents on a dedicated external SharePoint portal, accessible to authorized contract users. This centralized access helps users verify that all pricing aligns with the agreed-upon contract terms. Additionally, AVI-SPL conducts monthly training sessions for its sellers and sales staff to reinforce the value of the contract and ensure adherence to its pricing protocols.

**5) Are there additional or rebates for larger orders or other factors?**

Additional discounts are available for larger orders which are defined on a case by case basis. Economies of scale.

**6) What is the invoicing process?**

**Invoicing Process**

**1. Project Completion & Review**
- **Project Delivery**: Once AVI-SPL completes the agreed scope of work (e.g., AV installation, managed services, integration, etc.), the project manager conducts a final review to ensure all deliverables meet the client's requirements.
- **Client Sign-Off**: The client reviews the completed work and provides formal approval, either via a digital signature, email confirmation, or project completion certificate.

**2. Generate Invoice**
- **Input Project Data**: The project manager or designated finance personnel gathers project information, including labor, equipment, and additional services rendered. This may include:
  - Itemized equipment and hardware costs (e.g., AV displays, projectors, cabling).
  - Labor and installation costs.
  - Professional services fees (e.g., programming, integration, managed services).
  - Travel expenses, if applicable.
- **Invoicing Software**: The finance team uses AVI-SPL's accounting software (e.g., SAP, Oracle, or other ERP systems) to create the invoice. This system typically pulls data from project management tools and work orders.
- **Invoice Format**: The invoice includes:
  - AVI-SPL contact and billing information.
  - Client contact and billing information.
  - Invoice number, date of issuance, and due date.
  - Detailed breakdown of costs (itemized list of services and products provided).
  - Total amount due, including taxes and applicable discounts.
  - Payment terms (e.g., Net 30 days).

**3. Review and Approval**
- **Internal Review**: Before the invoice is sent to the client, it undergoes an internal review by the finance team to ensure accuracy. The project manager may also review the invoice for validation against the original project quote and any change orders.
- **Approval**: Once reviewed, the invoice is approved by the finance team or a designated approver and marked as ready for delivery.

**4. Invoice Submission to Client**
- **Invoice Delivery**: The invoice is sent to the client via email or uploaded into a client-specific portal (if applicable). Clients may also receive a hard copy if required.
- **Client Acknowledgment**: The client confirms receipt of the invoice and raises any concerns or discrepancies, if applicable.

**5. Payment Collection**
- **Payment Terms Monitoring**: AVI-SPL's finance team monitors the payment terms (e.g., Net 30). Automated reminders are sent to clients if the invoice is approaching the due date.
- **Payment Methods**: AVI-SPL accepts payment via various methods:
  - Electronic funds transfer (EFT).
  - Wire transfer.
  - Credit card.
  - Check.

**6. Reconciliation & Record-Keeping**

- **Payment Confirmation**: Once the client has made payment, the finance team confirms receipt and updates the internal accounting system to reflect the cleared payment.
- **Invoice Reconciliation**: Any discrepancies between the invoiced amount and the received payment are reviewed, and adjustments are made if necessary (e.g., credit memos, dispute resolutions).
- **Record-Keeping**: All invoices and payment records are stored in the company's financial database for audit and reporting purposes.

**7. Follow-Up (if necessary)**

- **Past Due Accounts**: If the invoice is not paid by the due date, the finance team initiates a follow-up process:
  - Friendly reminders are sent after the due date.
  - If the account remains unpaid, further collection steps, such as calls or legal actions, may be taken according to the company's policy.
- **Account Closing**: Once payment is complete, the account is marked as closed, and the project is formally archived.

This invoice process ensures transparency, accuracy, and efficiency while maintaining a smooth client relationship.

**Billing Terms**

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer's receipt of invoice. For purposes of this Agreement, "Stand-alone Services" means any Services not attached to an installation project. Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

**Progress Billing Terms**

Upon approval related to progress billing, proposed billing terms to include a 30% deposit due at the time of contract execution, followed by monthly progress billing for equipment as it is delivered and services are rendered throughout the duration of the project.

**7) How will price updates be handled?**

*Hardware and software pricing will follow the manufacturer's published MSRP pricing. Percentage off discount will remain the same regardless of MSRP change.*
AVI-SPL would appreciate the opportunity to conduct an annual review of labor rates and pricing, given the evolving economic landscape and current concerns such as tariffs, which impact all integration partners.

# Reputation of the Offeror

**What is the Offeror's reputation in the industry?**

AVI-SPL is widely regarded as the global leader in audiovisual and unified communications solutions, consistently recognized for our innovation, technical expertise, and customer-centric approach. With a legacy spanning over four decades, we have built a strong reputation for delivering reliable, high-quality AV solutions to educational institutions, government agencies, and commercial enterprises.

Our commitment to quality and excellence is reflected in our numerous industry accolades, including recognition from AV industry publications and associations. As a trusted partner to thousands of clients worldwide, including major educational institutions and public sector organizations, AVI-SPL's reputation is founded on our ability to deliver customized, scalable solutions backed by comprehensive support and service.

Our long-standing relationships with leading technology manufacturers and our extensive network of certified technicians further reinforce our standing as a dependable and innovative industry leader. AVI-SPL's reputation for quality, reliability, and customer satisfaction makes us a trusted choice for Region 4 ESC and its cooperative purchasing participants.

**Are the Offeror's products/services well-regarded?**

AVI-SPL's products and services are highly regarded within the audiovisual and unified communications industry. As the global leader in AV integration, our solutions are consistently recognized for their reliability, scalability, and innovative design. Educational institutions and government agencies alike trust AVI-SPL to deliver cutting-edge technology that enhances collaboration and learning environments.

**Has the Offeror had a previous business relationship with Region 4?**

AVI-SPL has had a business relationship with Region 4 since April of 2021 and has used the contract via OMNIA nationwide with a wide variety of customers with over 8 million dollars in spend.

**Does the Offeror have any conflicts of interest with any employees of Region 4 ESC?**

AVI-SPL Has no conflicts of interest with any employees of Region 4 ESC.

**What value-added services or unique offerings does the Offeror provide?**

Environmental Sustainability practice, Experience Technology Group, Enterprise Broadcast, AVI-SPL Symphony, VR Design, Service and Support.
For more information, please see Pages 17-46 of our response documentation (attached)

**6) References**

| | | |
|---|---|---|
| 1. | Entity Name | Rice University, Jones School of Business |
| 2. | Contact Name & Title | Azel Agustin, Audiovisual Services Manager |
| 3. | Phone Number & email | 346/739-7810; azel.agustin@rice.edu |
| 4. | City and State | Houston, TX |
| 5. | Years of Services Provided | Sixteen (16) |
| 6. | Description of Services/products provided | AV Integration projects; Services & Support |
| 7. | Annual volume of business | $ 350,000 average over 16 years |

| | | |
|---|---|---|
| 1. | Entity Name | UT Health Houston |
| 2. | Contact Name & Title | Mederick "Woodie" Woods |
| 3. | Phone Number & email | 713-500-5206; mederick.d.woods@uth.tmc.edu |
| 4. | City and State | Houston, Tx |
| 5. | Years of Services Provided | 18 years |
| 6. | Description of Services/products provided | Audio Visual Integration, Design and Support |
| 7. | Annual volume of business | $584,387.38 |

| | | |
|---|---|---|
| 1. | Entity Name | Vanderbilt University |
| 2. | Contact Name & Title | BC Hatchett |
| 3. | Phone Number & email | 615-405-5166 bc.hatchett@vanderbilt.edu |
| 4. | City and State | Nashville, TN |
| 5. | Years of Services Provided | 7 |
| 6. | Description of Services/products provided | AV Integration projects; Services & Support |
| 7. | Annual volume of business | $800,000 annually |

# Quality of the Offeror's Goods and Services

## How does the Offeror ensure product/service quality?

AVI-SPL is committed to ensuring your satisfaction through quality products, design, integration, and exceptional service. Our project managers, engineers, and technicians are all trained to adhere to high standards. For larger item sales, we assign a procurement manager who is accountable for the quality assurance and success of our product delivery.

We begin each project by taking the time to understand the needs of our clients. We then tailor our quality management oversight to meet those needs. For integration projects, our project manager has the ultimate responsibility for quality management during the project. Quality management has equal priority with deliverable execution, schedule management, and cost control. We establish the processes and procedures necessary to provide cost-effective services that are fully acceptable to our clients.

AVI-SPL utilizes a robust CRM and order management tool to allow for easy, efficient and instant reporting on any project or order. Our order management software integrates directly with our manufacturer's portals so we have the ability to track order status in real time. Additionally, for our integration and service projects, our team utilizes a mobile app called iAuditor to submit status reports to our project managers daily.

For integration projects, every project is assigned both a Project Engineer and Commissioning Specialist to work in concert with our Project Managers and technicians to offer oversight and quality touchpoints. On standard orders, our workflow has been put through robust refinement and testing processes to ensure nothing is missed. Each order is checked by a Procurement Coordinator and assigned to one of our Buyers, who will be accountable for all aspects of the order and placing all orders with our manufacturers.

## How does the Offeror respond to emergencies?

AVI-SPL recognizes an ongoing exposure to natural and manmade disasters that have the potential to disrupt critical company operations and business functions. Proper planning enables AVI-SPL to anticipate hazards and develop procedures to minimize a disaster's impact, reduce or eliminate down time, as well as reduce adverse publicity, minimize loss of market share, and protect the safety and health of our greatest asset: AVI-SPL's employees.

AVI-SPL's customers, clients, vendors, and suppliers have a legitimate interest in being assured that in the event of a disaster, AVI-SPL can quickly respond, recover, and resume operations with minimal or no interruption. As a multi-location national leader in the Audio Visual industry, AVI-SPL has developed a comprehensive Disaster Recovery and Business Continuity Plan, which is continually reviewed, updated, and periodically tested.

Business Continuity Plans/Disaster Recovery plans include measures for recovering and restoring 'down' IT infrastructure systems and include frequent backups and restoration testing. Monitoring and alerting features are included in IT infrastructure for quick response, and AV/SIG specific systems' alerting, and response may vary depending on SLA definitions.

**All project photographs featured in this proposal are of AVI-SPL completed projects.*

AVI-SPL-SPL's Disaster Recovery and Business Continuity Plans, are built on 3 essential components:

- Product
- Communications
- Employees

A key component of our disaster planning is that our equipment, product, and inventory are not centrally stored or warehoused. Product acquisition is committed to "just-in-time" shipments from our manufacturer partners, and product is warehoused at multiple locations throughout the United States. Regional AVI-SPL locations hold needed product essentially only for imminent usage. In addition, comprehensive professional relationships with our major manufacturers and suppliers enable us to enjoy priority status for any emergency replenishment or replacement, if needed.

The security and recovery backup systems for communication methods and electronic data information are another vital element of our disaster preparations. AVISPL-SPL's Information Technology Division maintains voice, and data transmission systems providing national coverage. Remote back-up computer servers are located in multiple locations, with daily data back-up capture and storage programs. In addition, corporate headquarters has stand-alone automatic emergency generators, tested weekly.

The third leg of our Disaster Plan involves the wise management of our employee resources. While many key individuals are based at the corporate location, AVI-SPL insists upon open communications, cross-training, and sustaining a depth of employee experience. This insures that, whatever, or wherever, the emergency or disaster, trained, knowledgeable and competent staff at all levels can be brought to bear. The customer, client, vendor or supplier will be supported with minimal or no noticeable interruption of service. Our employees are all equipped with laptops and other devices to ensure they can work from any location that has power and an internet connection. Redundant warehousing of equipment across the country and via a strong global network of suppliers ensures that we can easily replace any supplies of standard equipment.

## What is the Offeror's history of meeting delivery timelines?

We are confident we have the best team in place to deliver this exciting project. By utilizing industry standards, and Project Management methods from the PMI (Project Management Institute), specifically tailored to this installation, AVI-SPL will deliver a superior solution.

Our whole approach is to extract the appropriate project management processes required to meet the project objective and utilize them with effective communication to deliver an exceptional project.

This project will be successful by our project team delivering the following:

- Use a documented approach which includes an amount of flexibility allowing adaptation to changing construction and/or client conditions.
- Constantly maintain communication and engagement with stakeholders.
- Comply with requirements for deliverables and timeframes to meet and exceed expectations.

- Reducing risk by completing the correct level of planning and spending time to communicate with the teams; the short and long term project tasks/goals.
- Balance the project constraints in the ever-fluctuating construction environment by being focused on delivering the goal – customer satisfaction.

## How does the Offeror handle returns and restocking

**Our 30-Day Hassle-Free Return Program**
Our 30-day return program means you may return your purchase, excluding special orders, non-stock products and opened lamps, to us should you be dissatisfied with your purchase within thirty (30) days of receipt of the product. You must return the item(s) to us insured for full value, with original packaging, documentation, blank warranty card, original UPC codes on the manufacturer boxes and all manuals and accessories. If you are returning a projector and it has less than four (4) hours of run time, then you will not be charged a restocking fee. If your projector has four (4) to ten (10) hours on the lamp, and/or evidence of excessive wear and tear, you will be refunded your purchase price less a low 15% restocking fee. If your projector has greater than ten (10) hours of run time, you may not return the projector for credit or exchange. Instead the projector may be repaired under warranty according to manufacturer guidelines.
For all other items, freight charges, for delivery and return, and related insurance charges, will not be refunded or credited. All returned items are subject to the criteria stated in our "Condition of Returned Items" below. No return will be accepted and no refund made on any product thirty (30) days after receipt. All non-projector purchases returned within thirty (30) days after receipt are subject to a 15% restock fee. We are unable to accept returns on lamps that have been opened or used. Special order or customized items may not be returned. Special order products include but are not limited to: screens, custom cases, lenses and other non-stock items. Custom screens are non-returnable.
For all returns, contact your AVI-SPL Sales Representative at 800-639-3010 before the thirtieth (30th) day to request an RMA (Returned Merchandise Authorization) form.

**Defective** or D.O.A.** Program**
In the case of a defective* or D.O.A.** product(s), no charges will apply. Our Customer Service team must be notified within 30 days of your invoice date if there are any problems with any item(s) upon ***receipt. Defective* or D.O.A.** merchandise will be repaired and returned, or exchanged for the same make and model, or for a product of equal value as allowed by the product manufacturer's policies. There are a few manufacturer exceptions to this policy: Optoma offers only a 14 days of ***receipt DOA** products and Sony has a repair only policy.
Please note: non-new, remanufactured or refurbished B-stock or C-stock products are not eligible for exchange if they are Defective* or D.O.A.**. They are eligible for factory authorized repairs only. You may either contact our Customer Service team at 800-639-3010 ext. 2666, or the manufacturer for repair options. Our policy for Defective* or D.O.A.** items on special ordered products will depend on the manufacturer's warranties.

***Defective means**: Any product that fails to meet the factory specifications determined by the manufacturer
****D.O.A. means**: Dead On arrival. Product will not power up.
*****Receipt**: Is the date provided by the carrier as proof of delivery, or the date of the signed delivery receipt for your product.

**Manufacturer Pixel Policies**
Please know that our suppliers only provide us with their highest quality units available. On occasion a projector may have 1 (one) or more "Off" or "Out" pixels, also referred to as "Bad" pixels. It is industry standard to allow for a few "Bad" pixels on an LCD panel or DLP chip. The actual placement and number of "Bad" pixels allowed varies by manufacturer. The issue of "Bad" pixels does not qualify a projector for replacement as a "Defective" or "D.O.A." unit, but may be returned to the manufacturer for their evaluation; their decision is final in each of these cases. We apologize for any inconvenience the manufacturer's policies may cause.

**Condition of Returned Items**
All returned items must be in new and resalable condition and meet the following criteria:
DO NOT WRITE ON THE BOX. If the box is written on, the returned products will be refused. DO NOT black out or deface manufacturer bar codes and/or labels such as serial numbers; the cost of a replacement box will automatically deduct from your credit.

If your projector has less than four (4) hours of run time, then you will not be charged a restocking fee. If your projector has four (4) to ten (10) hours on the lamp, and/or evidence of excessive wear and tear, you will be refunded your purchase price less a low 15% restocking fee. If your projector has greater than ten (10) hours of run time, you may not return the projector for credit or exchange. Instead the projector may be repaired under warranty according to manufacturer guidelines. The restock fee will also apply for stocking items that evidence excessive wear and tear.

- Projector lamps that have been opened or used are ineligible for return.
- Include all accessories in their original wrapping/packing material. The actual replacement cost for missing items will be deducted from your refund/credit.
- Include all manuals, warranty/guarantee information, and instructions. The actual replacement cost for missing items will be deducted from your refund/credit.

For all items other than home theater projectors, the customer pays shipping costs and must insure the package for the purchase value. Acceptable shipping carriers are UPS, Fed-Ex, DHL, or Airborne. Do not send return merchandise via U.S. Mail by any method; it will be refused. Products returned by U.S. Mail will not be credited or exchanged.

Clearly place the RMA number on a label and attach it to the outside of the box OR include the RMA number in the "Ship To" address line. The RMA number will be open for 7 business days from date when issued to you. If you do not contact us or return the products the RMA number will automatically CLOSE and you will lose the option to return or exchange the products.

Product must be in the original shipping carton with all original packing material.

**Warranty**
"New in Box" merchandise includes the manufacturer's standard warranty excluding consumable items such as lamps. Manufacturers may include an extended warranty service beyond their standard warranty period on certain items. Manufacturers provide a one (1) year warranty or less (unless specified otherwise on your invoice or packing slip) on non-new, remanufactured or refurbished, B- or C-graded stock items that covers repair only. Non-new, remanufactured or refurbished, B- or C-graded products do not qualify for D.O.A. exchange. These products will be

repaired and returned to purchaser. Please confirm warranty coverage at the time of your purchase.

AVI-SPL disclaims all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. AVI-SPL offers no warranties that extend beyond the description on the face hereof.

**Refunds**
Established account: A full refund will not be issued if purchaser's account has an open balance. A credit memo will be issued, and credit will be applied first to the invoice on which the products were purchased, then to any other open invoices on the account, beginning with the oldest invoice. Any credit balance remaining will be refunded as outlined below.

Credit card: All refunds for purchases made by credit will be issued as a credit to that same account within a reasonable period of time after inspection of returned products.

Check: All refunds for purchases paid by check, whether prepaid, C.O.D., or open terms (Net 10 or Net 30), will be paid by refund check within a reasonable amount of time, after inspection of returned products.

**Limitation of Liability**
AVI-SPL shall not be liable under any circumstances for any consequential, incidental, special or exemplary damages arising out of or in any connection with this agreement or the products, including but not limited to lost profits, lost data, or any claim based on indemnity or contribution, or the failure of any limited or exclusive remedy to achieve its essential purpose or otherwise. Purchaser's exclusive remedy, as against AVI-SPL, shall be the repair or replacement of defective parts.

The Purchase Policy published on our website is always the most recent Purchase Policy and shall supersede all previous policies published either in print or online.

## Describe the customer service and problem resolution process

We provide specialized management services to IT organizations spanning all aspects of audio visual, unified collaboration, and digital signage technologies, including collaboration room systems, on-premises infrastructure, cloud platforms and digital signage installations. Our services enable IT organizations to increase the business value realized from collaboration investment through enhanced visibility, avoidance of disruption, and improving IT responsiveness.

AVI-SPL's Enterprise Managed Services is built on the philosophy that successful collaboration environments deliver user experiences that inspire adoption by helping organizations achieve their objectives. Attaining that level of success requires mature management disciplines, technical expertise, and specialized tools.  AVI-SPL's Enterprise Managed Services assumes responsibility for the support and management of collaboration and digital signage environments in its "as-is" state. We apply ITIL management best practices, certified technicians, and best-in-class industry applications to monitor, manage, and analyze performance to transform environments into simple, scalable, supportable, and secure business communication solutions.

We achieve this through ongoing investment in our technical staff, specialized management applications and best practice management and support processes. Our Global Help Desk is staffed by certified experts around the clock and around the world. They hold hundreds of industry certifications and participate in thousands of hours of training per year working daily to support the world's largest and most complex collaboration environments.

AVI-SPL's Enterprise Managed Services is an end-to-end solution providing expert care for an organization's entire visual communication environment.

- **Asset Inventory**

Collaboration asset data is captured and maintained providing experience assurance, reduced incident resolution time and aids in maintaining a secure collaboration environment.

- **Device Monitoring**

Devices are monitored on a 24/7 basis capturing 99% of reported issues. Any network enabled device can be monitored for proactive incident response and improved availability.

- **Configuration Management**

Device configuration standards are managed and maintained to ensure a reliable and consistent experience. Software and firmware upgrades are managed though specialty and manufacturer cloud applications to ensure configurations meet manufacturer recommendation.

- **Cloud Administration**

Cloud infrastructure is centrally managed eliminating administrative overhead for device and license provisioning, user account maintenance, and platform and policy configuration management.

- **Incident Management**

Issues identified via alert or escalated by the customer's internal support team are ticketed, investigated, and brought to resolution. Incident management is centrally managed by the Global Help Desk and includes remote support and onsite dispatch when determined necessary for remediation.

- **Problem Management**

Conditions that threaten performance of multiple devices or an entire environment are proactively identified, assessed, and mitigated to avoid impact.

- **Preventative Maintenance**

Preventative maintenance activities are scheduled and performed to avoid potential incidents and proactively discover issues for resolution. Preventative maintenance may include physical site visits or automated events.

- **Reporting & Analytics**

With powerful data analytic tools, we examine asset details, device health statistics, incidents, problems, and environment details to uncover opportunity for performance and experience optimization.

- **Service Management**

Service Account Management acts as the customer success advocate providing oversight of service quality, service level attainment, and aiding organizations to apply data driven insights into action.

## Provide ordering methods

Through online ordering portals, we can greatly minimize processing time and human error that occurs in more manual systems. Additionally, our online catalogs provide photos, technical specifications, and other information from a variety of manufacturers in a single location to reduce the need to search multiple sites to compare products across manufacturers.

## How will the Offeror ensure smooth contract implementation

Regardless of the solution, it is important for AVI-SPL and each customer to work closely with each other during the entire integration. Communication is key. AVI-SPL will conduct external kick-off discussions to review the project plan and expectations along with consistent status / progress reports. Any needs, requirements or issue resolution will be brought to the client in order to address quickly to keep on pace with execution.

From the client, AVI-SPL needs consistent engagement from the main stakeholder, availability of specific SMEs from the client side to determine specific needs, including IT, etc., and prompt response where questions or decisions on the client side need to be addressed.

AVI-SPL will document key client tasks and milestones required to be complete within specific timelines, of which AVI-SPL tasks are dependent upon to start or complete our scope of work. Any changes in dates or client tasks should be brought to the attention of AVI-SPL in order to collaborate and discuss potential impact

## Offeror's capability to meet service and warranty needs

AVI-SPL offers a workmanship warranty period of ninety (90) days from the delivery and acceptance of products and services.

In addition, we offer flexible service programs that can be purchased for unlimited 24x7 technical support, global onsite dispatch, access to manufacturer software updates and upgrades, online ticketing, and hassle-free manufacturer warranty coordination through our AVI-SPL Global Support and Maintenance service options.

These enhanced services provide organizations cost-effective solutions to service, support, scale, and secure collaboration environments.

**5) What is the Offeror's capability to comply with laws and rules relating to historically underutilized businesses, if any?**

AVI-SPL is committed to supporting diversity and makes every effort to engage with certified diverse businesses whenever feasible. We follow internal policies and practices that align with applicable requirements related to historically underutilized businesses.

**6) Provide any other relevant information**

AVI-SPL is the global leader in audiovisual and collaboration solutions, trusted by organizations around the world to design, integrate, and support innovative AV environments that enhance communication and productivity. What sets AVI-SPL apart is not only our unmatched global reach and technical expertise, but also our commitment to thought leadership and community engagement—as demonstrated by our proud sponsorships of HETMA and ETC, two key organizations driving progress in higher education and technology. Since April 2021, AVI-SPL has built a strong, results-driven partnership with Region 4, generating over $8 million in sales and delivering consistent value through tailored solutions. Additionally, AVI-SPL leads the industry in environmental responsibility with a comprehensive sustainability program—something no other AV

integrator offers—underscoring our dedication to creating a better, more sustainable future alongside our clients.

**7) Are there any additional factors identified in the request for proposal that are relevant to the decision for award**

AVI-SPL has thoroughly reviewed the Request for Proposal (RFP) and is not aware of any additional factors beyond those explicitly outlined in the document that would influence the award decision. We remain committed to meeting all specified requirements and are prepared to address any additional considerations should they arise during the evaluation process. Lastly, AVI-SPL is positioning this contract as an "At or Below" contract, meaning the contact is built with competitive discounts, but will have the flexibility to discount further, as needed, depending on customer budget, quantity ordered and manufactured desired or specified.

# Total Long-Term Cost to Region 4

**1) What is the long-term cost impact of the Offeror's products/services?**

The long-term cost impact of AVI-SPL's products and services is designed to deliver exceptional value through durability, scalability, and low total cost of ownership. Our solutions are built with high-quality, future-ready technology that reduces the need for frequent upgrades or replacements, minimizing long-term capital expenditures. Additionally, our proactive support services, remote monitoring capabilities, and global service network help reduce downtime and maintenance costs over the life of the system. By incorporating energy-efficient equipment and offering a unique, industry-leading sustainability program, AVI-SPL also helps partners reduce operational expenses and environmental impact. Combined with consistent pricing practices and a commitment to long-term partnership, these factors ensure that AVI-SPL's solutions remain cost-effective throughout the duration of the contract and beyond.

**2) How are future product introductions priced?**

Future product introductions are priced with consistency and transparency to ensure alignment with existing contract terms. When new products or services are introduced during the contract period, AVI-SPL will benchmark their pricing against comparable items or services already covered under the contract, ensuring that any additions are fair, competitive, and in line with previously negotiated rates. Where no direct comparison exists, pricing will be determined using the same cost-plus or discount-from-list methodology agreed upon in the original contract. This approach maintains pricing integrity and allows Region 4 to benefit from the same value-driven standards as new technology becomes available throughout the term of the agreement.

**3) What standard price adjustments can be anticipated?**

Standard price adjustments may be anticipated on an annual basis and are typically tied to measurable economic indicators such as the Consumer Price Index (CPI) or other cost-of-living benchmarks. These adjustments account for inflation, rising labor costs, and fluctuations in material or supply chain expenses, including factors such as tariffs or global market conditions. Any proposed increase will be communicated in advance and will be subject to mutual agreement to ensure transparency and continued value. AVI-SPL is committed to maintaining fair and predictable pricing and will work closely with Region 4 to ensure any adjustments are reasonable, well-justified, and aligned with industry norms.

# Corporate Overview

## Your Digital Enablement Solutions

At AVI-SPL, our mission is to transform how people and technology connect to elevate experiences, create new value, and enable organizations to thrive and grow. We're the leading global provider of collaboration technology solutions, which include our award-winning managed services. Our highly-trained team works hand in hand with organizations worldwide – including over 86% of Fortune 100 companies. We strategize, design, deploy, manage, and support AV and UC solutions that are simple to use, scalable, serviceable, and measurable to ensure you achieve your business objectives.

We strengthen the human experience of hybrid work by empowering meaningful communication and collaboration no matter where your employees work. We help improve workflows locally and globally, enhance collaboration technology user experiences, and manage solutions to support smart decision-making.

AVI-SPL is your single source for improving unified communications and collaboration and audio visual (UC/AV) systems. Through partnerships with leading AV and collaboration manufacturers, construction firms, architects, and consultants, we design, integrate, and manage solutions and experiences tailored to your needs. When you partner with us, you have:

### A Passionate Technology Expert

- Experienced and financially stable technology contractor with a **global delivery model**.
- Providing **innovative, award-winning solutions** that are effective and aligned with your needs. Our solutions reflect the trends and technologies shaping professional collaboration and the workplace.

### A Knowledgeable Collaborator and Trusted Advisor

- Most **qualified team of engineers and technicians** in the industry.
- **In-house capabilities** to design, install, and manage complex audio, video, collaboration, and communication technologies that connect teams from around the world.
- **Certified to implement collaboration solutions** from industry leaders like Microsoft, Poly, Cisco, and Crestron.

### An Experienced Services Provider

- Wide-ranging **technical integration capabilities**, construction experience, and engineering resources to support projects of any scale and in environments as varied as stadiums, boardrooms, hospitals, and classrooms. Our experience spans over 40 years. We support our clients through our Global Service Operations Centers, which provide 24/7 help desk support.
- **Expert engineering** with the highest per capita number of technical employees of any AV solutions provider.

**All project photographs featured in this proposal are of AVI-SPL completed projects.*

- **Award-winning conferencing services** that include customizable room and device monitoring, cloud-based scheduling and management for meeting rooms and the technology enabling them**,** and analytics reports that provide actionable business intelligence.

We take your investment in collaborative solutions as seriously as you do. That is why we are with you every step of the way, making sure you have the support to keep your business running smoothly and that you get the return on investment you expect.

Our diverse portfolio features solutions in the corporate, education, and government sectors, including Fortune 500/Global 1000 boardrooms, military base operation centers, and education campuses. On most projects, we collaborate with architects, consultants, designers, and end users like you. AVI-SPL's expertise includes partnerships with the industry's top technology providers, highly skilled and certified technicians, and comprehensive support that is setting the standard in the collaboration industry. The hallmark of AVI-SPL's client success has been our ability to keep pace with the technology trends that drive the way businesses operate, and to innovate and improve upon them so that we can offer customers a standard of quality that no other company can match.




*All project photographs featured in this proposal are of AVI-SPL completed projects.*

# Contractor Profile

AVI-SPL LLC is a Tampa, FL-based communication and collaboration solutions provider for businesses and organizations of all types. Our business is the sale and service of audio-visual, video conferencing, AV networking and control systems, enterprise video and digital content-sharing solutions and products.

Our company is the result of a 2008 merger between the top two system integration companies in North America: Audio Visual Innovations (AVI) and Signal Perfection Ltd (SPL). Today, we have 70+ AVI-SPL locations throughout North America, Europe, and Asia, including our new offices in Hong Kong, Singapore, India, and Mexico. We expanded our footprint, customer base, and capabilities through strategic acquisitions include Anderson Audio Visual, VideoLink LLC, Sharp's Audio Visual, Interactive Solutions, Inc., Digital Video Networks, SKC Communications, Adtech Systems, and Multimedia (Multisistemas BVC, S.A. de C.V. Mexico). In 2020, we merged with Whitlock, a leading provider of AV and collaboration solutions.

Through our experience and expertise, AVI-SPL provides forward-thinking solutions to the communication challenges of today and tomorrow. We continue to maintain the top position in our industry, completing over 8,000 projects on an annual basis and honoring more than 12,500 service contracts, while earning a reputation as the leader in customer satisfaction.

| | |
|---|---|
| **Geographical area** | **AVI-SPL is headquartered in Tampa, FL with 70+ offices worldwide** |
| **Average annual revenue** | (FY 2019-2023): $1.16 Billion |
| **Typical project size** | $100,000 to $2,000,000 |
| **Bank** | JPMorgan Chase |
| **Bonding limit** | $40,000,000 single/$80,000,000 aggregate |
| **Headquarters** | 6301 Benjamin Road, Suite 101, Tampa, FL 33634 |
| **Phone** | (813) 884-7168 |
| **Fax** | (813) 882-9508 |
| **Toll Free** | (800) 282-6733 |
| **Website** | www.avispl.com |

AVI-SPL LLC (wholly owned subsidiary of AVI-SPL Global LLC) FEIN: 59-1958935
Incorporated under the laws of Florida on April 4, 1980 Cage Code: 0D2N6
Charter Number: 665782 DUNS: 03-729-3974 NAICS: 238210 SIC: 1731

Parent company AVI-SPL Global LLC is privately held with majority ownership held by Marlin Equity Partners, a global investment firm with over $6.7 billion of capital under management.

**All project photographs featured in this proposal are of AVI-SPL completed projects.*

**GSA Contract Schedules:**
GSA MAS Contract #47QTCA21D0070
GSA 2GIT BPA Contract #47QTCA21A002G

**Primary Construction Trade:** Low-voltage electrical
**Majority Ownership:** Marlin Equity Partners

## Current Operations

**Bank Reference**
JPMorgan Chase Bank
14800 Frye Road, 2nd Floor
Ft. Worth, TX 76155
Contact: Jim Harvey
Account: 668307765
Routing: 021000021

**Credit Reference**
Legrand AV
6436 City West Parkway
Eden Prairie, MN 55344
Contact: Patricia Bedell
Ph: (763) 971-4403
E: patricia.bedell@legrand.com

**Credit Reference**
QSC, LLC
1675 MacArthur Blvd.
Costa Mesa, CA 92626
Contact: Deborah Escobar
PH: (714) 327-4628
E: deborah.escobar@qsc.com

**Credit Reference**
Shure, Inc.
5800 W. Touhy Avenue
Niles, IL 60714
Contact: Credit Dept.
E: credit@shure.com

**Credit Reference**
Extron Electronics
PO Box 514670, Los Angeles, CA 90051
Phone: (714) 687-6323
E: emadallah@extron.com



**All project photographs featured in this proposal are of AVI-SPL completed projects.*

# Quality Assurance Commitment

AVI-SPL ensures your satisfaction through quality solutions, design, and integration, all delivered with exceptional service. Our process standards follow AV industry best practices, as proven by our APEx certification and adherence to AVIXA guidelines. Our project managers, engineers, and technicians are trained to adhere to these high standards.

Our teams begin each project by taking the time to understand your stakeholder needs and business goals. We then tailor our quality management oversight to meet those needs. Your AVI-SPL project manager has the ultimate responsibility for quality management during the project.

Solution design begins with a critical needs analysis, ensuring the system design and functionality meet your specific requirements. Quality management has equal priority with deliverable execution, schedule management, and cost control. We establish processes and procedures necessary to provide cost-effective services. Throughout execution, our teams leverage quality control standards and checklists to ensure quality is built into the deliverables during each step of the design and installation process.

To ensure your project meets our high standards and yours, we have developed an internal quality process based on recognized objectives:

- **Assess** business processes and **propose** and **steer** a sustainable communications plan.
- **Apply best practices** to engineering end-to-end solutions tailored to your needs and environment.
- **Build and test new systems** at our fabrication facilities for on-time delivery and integration at the customer site under the guidance of our experienced project management team.
- **Accelerate return on investment** by fostering end-user adoption through on-demand training and a documentation library.
- **Ensure value** with 24/7 help desk support, managed services, and strategic on-site solutions such as staff augmentation.

Below is a sample of our quality assurance processes and checkpoints.

## Project Management

- You have a single point of contact throughout your deployment who will provide a detailed schedule and progress reports
- Provide rigorous planning for communication, risk, schedule, and quality control for hardware, software, and UX management
- Monitor and manage all quality control measures from inception to turnover to service

## CAD

- Our team ensures that installation and external requirements are understood and properly executed to meet design requirements
- Utilize drawing standards that capture critical details for coordination between architects, trades, and all shop and field execution
    - Location of AV components to coordinate any needed connectivity pathways and power
    - Dimension and precise fitment information for architecture coordination to avoid delays and setbacks.
    - Connectivity and signal flow details that include audio, video, control, network, and power

- Paperless redline(markup) process to track field adjustments and changes throughout to project deployment for accurate as-built documentation

## Programming

- Work with your stakeholders to define your programming roadmap based on IT and end-user system operation requirements and preferences
- Break the roadmap into an agile workflow with weekly and monthly sprints and execute it with your participation and approval during development stages
- Leverage Gitlab for software development and track project goals, milestones, and module development progress
- Complete detailed graphical user interface design and functionality development for your review and final approval
- Use GIT to manage software revisions to ensure all changes are managed
- Generate automated deployment packages to ensure all artifacts are released consistently

## Engineering and Commissioning

- Detailed system testing through best practice of an acceptance test plan validating solutions operation and performance level
- Coordination and configuration of IP-addressable AV devices that reside on an AV Network or a client network interface
- Updating software and firmware of hardware to currently supported versions and changing any default usernames and passwords
- Detailed capture of all specific equipment, IP, MAC Address, and any other needed information for customer and service use

## Rack Fabrication

- Detailed and standardized rack fabrication and labeling procedures to ensure consistency in assembly, mounting, and cable management
- Conformance staging, testing, and validation of rack and equipment systems in AVI-SPL's fabrication facility to ensure all systems are operational and work as you expect them to before installation. Some site requirements may dictate on-site builds and testing at your location

## Field Installation

- Follow detailed field installation and labeling standards based on industry best practices
- Conformance validation testing of installation before final testing and commissioning work

## Final Walk-through Acceptance and Demonstration

- Customer inspection of completed systems
- Fully operational system demonstration for your final approval
- Delivery of system as-built documentation (drawings, IP, equipment serial numbers)

## Service Turnover

- Fully executed system documentation and information provided to AVI-SPL service teams

# Customer Experience Scores

AVI-SPL reviews include net promoter score (NPS), customer satisfaction (CSAT), and TrustRadius customer reviews. These scores and reviews are essential parts of how we listen and react to the voice of the customer. We strive to deliver digital enablement solutions that support effective collaboration for your teams.

| | |
|---|---|
| **Net Promoter Score (NPS)** | **NPS** is a score based on customer survey responses to the question: On a scale of 1 to 10, how likely are you to recommend AVI-SPL to a friend or colleague? |
| **Customer Satisfaction (CSAT)** | **Customer Satisfaction (CSAT)** is the percentage of survey respondents who report a satisfaction rating of 5-7 on a scale of 7. Customers receive a survey to rate the level of service following a completed integration project or support request. |
| **TrustRadius** | **TrustRadius** reviews include ratings and comments from customers who have done business recently with AVI-SPL. |

| Net Promoter Score (NPS) | Customer Satisfaction (CSAT) | TrustRadius |
|---|---|---|
| Score is reported as a number from -100 to +100; a higher score is desirable. Standardized question used.<br><br>**Net Promoter® Score LTM**<br><br>**66** Integration<br>**77** Services<br><br>**Average NPS for B2B Technology and Services during this period is 39**<br><br>AVI-SPL exceeds this measure and is considered "world-class"<br><br>Source: https://www.retently.com/blog/good-net-promoter-score/ | The percentage of survey respondents who report a satisfaction rating of 5-7 on a scale of 7.<br><br>**84%**<br>**Integration** last 12 mos.<br><br>**95%**<br>**Services** last 12 mos. | Customer reviews for business technology that are verified by a third-party, multi-step process.<br><br>**Score 8.8 out of 10**<br><br>TrustRadius<br><br>Source: https://www.trustradius.com/products/avi-spl/reviews |

**2024 TrustRadius Awards:**










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# Certifications and Training



Because AVI-SPL is committed to providing our clients with the highest level of service, we have established performance standards that reach beyond those of industry organizations. Before granting increased responsibilities to our technical staff, we enroll them in courses that ensure they have the skills to support your project.

| | |
|---|---|
| Industry Certifications | 1,084 |
| Manufacturer Certifications | 4,399 |
| Cloud Platform Certifications | 1,677 |
| Safety Certifications | 2,140 |

AVI-SPL coursework includes AVIXA certifications such as CTS, CTS-I, and CTS-D, and technology-specific supplier training. Topics of study include digital signal processing, video conferencing, control systems, data networking, cloud collaboration, and many others that are essential to creating the systems that benefit organizations of all types.

All project managers have earned certifications based on Project Management Institute (PMI) standards. Our design engineers must be certified with a minimum of a CTS-D, and most have a BSEE degree. Programmers must be trained and certified by AMX or Crestron or both to obtain the position of senior programmer.

Our staff are continually receiving education from industry and manufacturer partners. We provide career ladders and advancement incentives, and we are happy to say that our employees are constantly growing, thriving, and advancing within AVI-SPL. With our teams at your call, you receive the benefit of certified staff who will deliver the best possible solution to your collaboration needs. Our standards conform to the following trade and regulatory bodies:

- AQAV
- OSHA
- NFPA-National Fire Protection Agency
- NEC-National Electrical Code
- UL-Underwriters Lab
- AIA-American Institute of Architects
- CSI-Construction Specifications Institute
- AGC-Associated General Contractors
- SEI-Structural Engineering Institute
- GPN Certified Agent and Resale Host
- Express Foundation

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# Strategic Technology Partners

AVI-SPL's long-term relationships with the top manufacturers in the AV and collaboration industry translates into outstanding experiences for our clients. The volume of our work empowers us to choose the best manufacturers based on their product quality and customer service. Some of our preferred partners include:

22MILES DIGITAL SIGNAGE & WAYFINDING · Absen · AMX by HARMAN · ANALOG WAY Pioneer in Analog, Leader in Digital · APPSPACE

Atlas Sound · audio-technica · avocor · BARCO · biamp. · BrightSign · C2G A brand of legrand

Canon · CHIEF · CHRISTIE · CISCO Partner · Comprehensive · CRESTRON

DRAPER · EPSON · Extron · HARMAN A SAMSUNG COMPANY · hp | poly · Huddly · IDK AV with your vision, Always.

Jabra GN · KORBYT · legrand AV · Lenovo · LG Business Solutions

Liberty · logitech · Microsoft Surface Hub · Microsoft Teams · Middle Atlantic Products · neat.

NETGEAR BUSINESS · newline · Panasonic · peerless-AV · PLANAR

PRIMEVIEW ADVANCED DISPLAY SOLUTIONS · Q-SYS · RGB SPECTRUM · SALAMANDER DESIGNS

SAMSUNG · SENNHEISER · SHARP / NEC · SHURE

SMART · SONY · SCT Sound Control Technologies · SURGEX · WINDY CITY WIRE

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# AVI-SPL Corporate Certifications

We are authorized resellers of all products we sell. Our Preferred Partner Program ensures that we receive the best pricing, priority inventory, reduced shipping cost, and expedited warranty service. These benefits are passed on to you as an AVI-SPL customer. A sampling of our manufacturers and certifications:

| | |
|---|---|
| Absen | **Platinum PLUS Level Value Added Partner (VAP)** |
| AVAYA | **National Diamond Partner (US, CAN)** |
| avocor | **Platinum Partner** |
| BOSE PROFESSIONAL | **Bose Professional Platinum Level** |
| CHRISTIE | **Christie Platinum Partner** |
| cisco Partner | **Cisco Premier Integrator (US, UK/DE)**<br>**Advanced Collaboration Architecture (US)**<br>**Advanced Enterprise Networks Architecture (US)**<br>**Collaboration SaaS (Global)**<br>**Customer Experience (US, CAN, UK)**<br>**Environmental Sustainability (US, CAN, UK/DE, in progress: UAE)** |
| CRESTRON | **Platinum Elite Dealer** |
| EPSON | **Platinum National AV Partner** |
| Huddly | **Platinum** |
| Jabra GN | **Premier** |

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| | |
|---|---|
| Lenovo | **Gold Partner** |
| Microsoft | **Microsoft Managed Partner (US, CAN and LATAM)**<br>**Cloud Solutions Partner Designation: Modern Work**<br>**Modern Work Specialists: Teams Meetings and Meeting Rooms for Microsoft Teams, Calling for Microsoft Teams, and Adoption and Change Management**<br>**Surface Hub Authorized Device Reseller** |
| neat. | **Advanced Pro Partner** |
| newline | **Newline Platinum Partner** |
| peerless-AV | **Elite Partner** |
| PLANAR | **Global Platinum Partner** |
| hp poly | **Platinum Status** |
| Q-SYS | **Key Global Partner** |
| SAMSUNG | **Platinum Partner** |
| SHARP / NEC | **Global Platinum Partner with Sharp/NEC Display Solutions** |
| SHURE | **Shure Diamond Level Dealer** |
| SMART | **National Partner** |
| SONY | **National Account Level** |

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| | |
|---|---|
| Yealink | **Gold Partner** |
| zoom | **Certified Integrator and Master Agent** |

# AVI-SPL Office Locations

## United States Locations



| United States | | | |
|---|---|---|---|
| Arizona | Phoenix<br>Tucson | New Mexico | Albuquerque |
| California | Bay Area<br>Los Angeles<br>Sacramento<br>San Diego<br>San Francisco | New York | New York Metro |
| Colorado | Denver<br>Westminster | North Carolina | Charlotte<br>Durham<br>Greensboro |
| Connecticut | Hartford | Ohio | Cleveland |
| Florida | Jacksonville<br>Orlando<br>South Florida<br>Tampa (Global HQ) | Oklahoma | Oklahoma City |
| Georgia | Atlanta | Pennsylvania | Philadelphia<br>Pittsburgh<br>AVI-SPL Video Philadelphia |
| Illinois | Chicago | Tennessee | Memphis<br>Nashville |
| Kansas | Kansas City | Texas | Austin<br>Dallas<br>Houston |
| Maryland | AVI-SPL VideoLink Baltimore<br>Columbia | Utah | Salt Lake City |
| Massachusetts | Boston<br>Worcester<br>AVI-SPL Video Boston<br>AVI-SPL Video Newton | Virginia/DC | Richmond<br>Virginia Beach<br>Washington, D.C. |
| Michigan | Detroit<br>Grand Rapids | Washington | Seattle |
| Minnesota | St. Paul | Wisconsin | Milwaukee |
| Nebraska | Omaha | | |

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# Environment, Social, and Governance Strategy

At AVI-SPL, our vision is to integrate sustainability throughout our business to help our customers meet their sustainability goals. As the leading global provider of AV and collaboration solutions, we recognize our role as an intermediary in the technology value chain—connecting manufacturers and end users—and use that position to drive sustainable outcomes across upstream and downstream activities.

Our ESG strategy centers around the triple bottom line of people, planet, and profit. It's guided by a stakeholder materiality assessment that identified diversity, labor practices, talent development, cybersecurity, and product lifecycle management as our most material topics. We align with global frameworks, including SASB, GRI, and IFRS S2, and report progress annually in our ESG Impact Report.

## AVI-SPL ESG Goals

1. Reduce the intensity of global Scope 1 and 2 GHG emissions per sq. ft. of real estate space by 10% from 2023 to 2025.
2. Reduce absolute fuel consumed by all AVI-SPL fleet vehicles by 10% annually from 2023 to 2025.
3. Address high-impact product lifecycle management opportunities in our supply chain with an AVI-SPL Supplier Sustainability Matrix.
4. Expand e-waste electronics recycling services to customers of all U.S. locations by 2025.
5. Increase the diversity of the AVI-SPL global workforce, including increasing the gross % of women employees by at least one percentage point annually from 2023 to 2025.
6. Increase employee participation in the annual "AVI-SPL Gives Back" month by 10% annually, based on the number of charitable activities.
7. Increase % of employees who voluntarily complete cybersecurity training by 20% in 2024 2023.

**To follow the AVI-SPL ESG program and environmental sustainability activities, please visit www.avispl.com/esg.**

**Highlights of our recent progress:**

- Completed AVI-SPL's first two global Scope 3 carbon inventories.
- Reduced average fuel consumption per U.S. fleet vehicle by 17.4%, reducing overall Scope 1 GHG emissions.
- Recycled 16,244 pounds of electronic waste and donated 20 refurbished laptops to nonprofit programs serving youth.
- Achieved an 88.5% employee retention rate, our highest to date.

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- Expanded our DEI training, with over 1,700 employees completing optional DEI courses.
- Conducted 56 volunteer projects worldwide through AVI-SPL Gives Back Month.
- Updated our Supplier Code of Conduct and conducted an annual supplier survey to collect and track the ESG profiles of our vendors.

# Environmental Sustainability

At AVI-SPL, we believe environmental responsibility starts with understanding our footprint and improving efficiency across the value chain. Our environmental strategy focuses on reducing emissions, managing product life cycles responsibly, and collaborating with suppliers and customers to drive measurable impact.

## Climate Action

### *GHG inventory*

We use the GHG Protocol to calculate Scope 1, 2, and 3 emissions and rely on direct data for more than 96% of our inventory. In 2024, we reduced our global Scope 1 and 2 emissions while simultaneously growing our business and workforce. We also completed our first two global Scope 3 emissions inventories using activity-based and spend-based calculations, revealing that purchased goods and services (primarily electronics from our manufacturer partners) account for over 78% of our carbon footprint.

| **AVI-SPL Global Carbon Emissions 2024** | |
|---|---|
| **Total GHG emissions (metric tons $CO_2e$)** | **215,858** |
| Scope 1 | 4,628 |
| Scope 2 | 2,237 |
| Scope 3 | 208,993 |
| Emission intensity (Scope 1 and 2 per weighted square foot) | 7.0 |

### Real estate transformation

Our hybrid work and real estate strategies have reduced total square footage by 4.5% and aim for a 10% reduction in GHG intensity per square foot by 2025. We modernized offices to support flexible work and consolidated and relocated our data centers to improve energy efficiency and climate resiliency.

### Supply chain transformation

Our three-year supply chain optimization plan centralizes logistics decision-making and emphasizes local shipping to reduce emissions. In 2024, we cut fuel usage in our U.S. fleet by 17.4% and selected a vendor to help us transition 600 vehicles to more fuel-efficient, hybrid, or electric vehicles over the next decade. We also introduced AI-driven demand planning tools to achieve efficient inventory flow.

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## Product Life Cycle Management

### Collaboration with technology vendors

We updated our Supplier Code of Conduct and expanded our annual supplier sustainability survey, which now feeds into our publicly available Supplier Sustainability Matrix. In partnership with our vendors, we introduced **Eco-Friendly Reference Designs,** meeting room design standards that feature:

- Carbon-labeled components
- Recycled content, such as 40% post-consumer plastic in the Logitech Rally Bar
- Low-energy operation via Power over Ethernet
- Lighter, recyclable packaging to reduce emissions from shipping

Our AVI-SPL Solutions Lab validates these bundles, which align with vendors' Net Zero commitments registered with the Science Based Targets initiative.

### E-waste recycling

In response to growing customer demand, we expanded our e-waste management services pilot in 2024 to include on-site collection, sorting, certified recycling, and traceable reporting. A customer participating in our pilot in New York saw a 50% cost savings when AVI-SPL collected and processed 674 pounds of e-waste locally, avoiding carbon-heavy transport to out-of-state facilities. The pilot will extend nationwide in the U.S. this year and to Europe in 2026.

**Spotlight**

**Optimizing E-Waste Management: A Customer Success Story**

A global consulting firm in NYC faced costly e-waste buildup due to vendor delays. AVI-SPL stepped in, collecting 674 pounds of e-waste and processing it locally, cutting carbon emissions and eliminating long-haul transport. Our hyper-local approach reduced costs by 50%, ensured certified recycling, and improved traceability. The firm, impressed by our efficient, sustainable solution, now partners with AVI-SPL for ongoing e-waste management, reinforcing our commitment to responsible, transparent technology life cycle practices.

## A Look Ahead

In 2025 and 2026, AVI-SPL is sponsoring two major conservation projects in the Amazon Rainforest of Ecuador in partnership with 2050 Advisors:

1. A United Nations REDD+ carbon credit project that rewards forest protection
2. Biodiversity field research led by native scientists and communities

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These initiatives demonstrate our belief that sustainability success must go beyond our operations to create impact across our global ecosystems.

# Social

At AVI-SPL, our people and the partners we work with are at the heart of everything we do. From inclusive hiring and employee development to supplier diversity, volunteerism, and community support, our social initiatives reflect a holistic commitment to equity, well-being, and shared success. We strive to create opportunities for individuals and underrepresented groups within our workforce and vendor network, ensuring that diversity and inclusion are core to how we operate.

## Recruiting and Growing our Talent

We use inclusive job descriptions, advertise on diverse job boards, and partner with programs like SkillBridge for veterans. We provide over 700 online training courses and offer higher education tuition reimbursement. In 2024, 71% of employees received career or skills training, and we expanded our formal mentorship program globally.

## Employee Engagement and Assistance

We conduct global town halls twice a year, during which our executive leadership presents and answers questions from all employees. Following these town halls, we conduct engagement surveys. Our most recent town hall survey saw a record employee Net Promoter Score (NPS) of +58. In 2024, we introduced a global new hire welcome package and onboarding practice, and extended town hall-style meetings and pulse surveys regionally.

We also support employees through our non-profit Employee Emergency Relief Fund, which disbursed financial support to 11 employees in 2024, and our PTO donation program, which enabled employees to help colleagues in crisis by supplementing their paid time off.

## Creating a Culture of Inclusion and Belonging

Our five Employee Resource Groups (ERGs) empower underrepresented voices and recommend actions to improve corporate culture. In 2024, over half of U.S. employees completed DEI training, and we held cultural events from Diwali in India to other holiday celebrations across offices worldwide.

Our commitment to diversity extends beyond our workforce. In 2024, AVI-SPL updated our Global Supplier Code of Conduct to include expectations for DEI among our suppliers, requiring equal opportunity policies and respectful, fair treatment of all employees. We also introduced a system to track and monitor supplier diversity, supporting both our internal equity goals and those of our customers who rely on diverse sourcing strategies to meet their own ESG objectives.

## Community Volunteerism

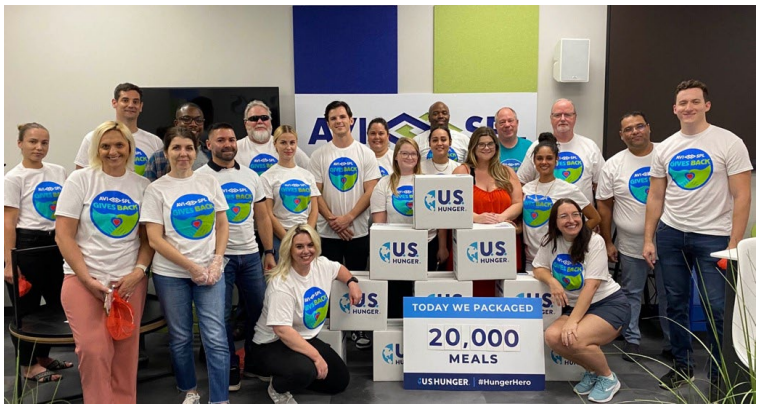
AVI-SPL Gives Back Month is our annual service campaign. In 2024 our results were:

- 56 projects completed around the world by 44 employee teams
- 1,400 volunteer hours donated
- Activities like coastal cleanup in California, food distribution in Hong Kong, and technology and school supply donations to students in India and Peru.

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Since its founding, AVI-SPL has been committed to making a difference in the communities where we live and work, through both volunteer work and corporate donations. The AVI-SPL Community Relations Board meets on a monthly basis to share ideas about potential activities, generate strategic plans to maximize company effort and involvement and review incoming requests from within and outside of our organization to better our community.

Some of the Community Relations Board outreach initiatives throughout the year include organizing food, clothing, toy and blood drives to support local charities, and assembling teams to work on Habitat for Humanity builds and food packaging events.




With support from AVI-SPL's executive management team, the AVI-SPL Employee Emergency Relief Fund (EERF) is an independent non-profit organization that offers financial assistance to team members in need following a natural disaster, emergency, or unfortunate circumstance beyond their control. Funded solely by employee and preferred partner donations, the EERF supports our AVI-SPL friends and their immediate families during times of need. Donations and distributions are tax deductible and employees also donate PTO to a central pool for fellow employees to use in an emergency.

## Minority Business Enterprise (MBE) Outreach

AVI-SPL recognizes the need for diversity by maximizing MBE participation in all areas of our business operations. AVI-SPL's Corporate Diversity Policy includes MBE outreach and financial support protocols. We have identified a process to represent our Good Faith Effort to meet the MBE requirements set for our clients and our partners.

To reach these goals, we partner with associations that support MBE including:

- Professional Women in Construction (by state)
- Minority Supplier Development Council
- Association of Minority Contractors (by state)
- Division of Minority and Women's Business Development (by state)
- Equal Opportunity Review Commission (by state or city)

The minority firms we partner with can provide services and integration solutions. However, many lack the credit history that would allow them to bid on portions of the work that we do. They do not have the financial capacity to wait 30 to 60 days required for normal payment on large or continuous projects or opportunities. In support of these partners, we offer:

- A lenient bonding position for MBE firms
- Assistance in payment terms
- Assistance in the accounts payable and purchasing areas

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## Governance

Strong governance ensures our ESG commitments are embedded in how we operate and make decisions. We've established oversight bodies, policies, and safeguards that support accountability, manage risk, and reinforce ethical behavior across our organization.

***ESG oversight***
Our ESG Steering Committee includes leaders from finance, HR, operations, legal, IT, and sales. It provides monthly updates to our CEO and quarterly updates to the Board of Directors, which also reviews and approves our ESG report.

***Enterprise Risk Committee***
Formed in 2024, the Enterprise Risk Committee assesses risks across six categories including environmental and strategic, reinforcing a risk-aware culture and ensuring climate-related risks are integrated into our business continuity planning.

***Cybersecurity***
We maintain a comprehensive cybersecurity governance program, including phishing simulations, endpoint monitoring, and mandatory annual training. In 2024, 99% of employees completed insider threat training, and we began aligning with the Cybersecurity Maturity Model Certification (CMMC) for federal engagements.

***Ethics and whistleblowing***
All employees must sign our Code of Conduct and complete anti-harassment and ethics training. Our encrypted whistleblower platform, AllVoices, allows employees, contractors, and suppliers to report issues anonymously to leadership.

## Reporting

Transparency is foundational to our ESG approach. Each year, we publish our ESG Impact Report to communicate progress, disclose metrics, and align with evolving global reporting frameworks, ensuring stakeholders have a clear view of our commitments and results.




AVI-SPL releases an **ESG Impact Report annually**, available at avispl.com/esg, which discloses our environmental, social, and governance performance. The 2025 edition references the GRI, SASB, and IFRS S2 frameworks and includes complete Scope 1, 2, and 3 emissions data, diversity and training metrics, and performance highlights across all global regions.

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# Diversity, Equity, and Inclusion

## Our DEI Strategy

We believe a diversity, equity, and inclusion (DEI) strategy starts with creating a truly inclusive environment and grows by encouraging our employees to share their ideas and live by their ideals.

## Building Connections

At AVI-SPL we foster diversity, equity, and inclusion by living our core values to build connections, do the right thing, and ensure everyone can thrive and grow. We believe every member of our team has a uniquely valuable perspective. We celebrate our differences, and we encourage our employees to bring their authentic selves to work.

We've cultivated both a top-down and grassroots approach to progress our culture and drive sustainable positive impact. By inviting everyone to the conversation and sharing diverse ideas, we unlock creativity and innovation that gives us all a powerful sense of purpose while delivering great value for our customers and partners.

## Diversity, Equity, and Inclusion Pledge

Connection is at the heart of everything we do – connection to our people, our customers, and the communities we live in and serve across the globe. Our commitment to diversity is simple: we provide connection, opportunity, and a voice to everyone, from every background.

### WE Thrive Together

| | |
|---|---|
| **WE appreciate** | the visible and invisible qualities that make you who you are. Our diversity makes us better humans and better employees and makes AVI-SPL a better business. |
| **WE celebrate** | that every person brings a unique perspective and experience to advance the AVI-SPL mission – to transform how people and technology connect to elevate experiences, create new value, and enable organizations to thrive and grow. |
| **WE believe** | that each and every employee must have an equal voice and equal access to opportunity and connection. |
| **WE commit** | to include diversity, equity, belonging, and inclusion practices at the center of our daily work. |
| **WE are dedicated** | to using these practices for our business and the communities we serve. |

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# Our Employee Resource Groups (ERGs)

In 2021, we formed our first Employee Resource Groups (ERGs). With these groups, organized by employees for employees, we foster a sense of community, provide a safe space for dialogue, and recommend ways AVI-SPL can better support its employees, culture, and communities.

AVI-SPL currently has five Employee Resource Groups co-chaired by employees from across our company. The groups often collaborate, recognizing the intersectionality of their community, and include: **Able, Culture Coalition, Open, Elevate, AV Military Vets.**

ABLE | Culture Coalition | OPEN | Elevate | AV Military Vets

As we strive for greater diversity, equity, and inclusion, we're driving toward these goals and working together to achieve them.

| | |
|---|---|
| **Enhance employee experience** | **Cultivate an inclusive workplace** through internal awareness building, training and mentorship, and community involvement. Employee Resource Groups give all employees a voice to share their aspirations and address issues. Our employee feedback platform empowers employees to anonymously send feedback or speak up about workplace issues directly to leadership. |
| **Attract diverse candidates** | **Partner with diverse recruiting sources** and ensure inclusive hiring practices to attract and hire candidates of all genders, ethnicities, and backgrounds. We tap into a wide range of organizations and institutions to broaden our reach. We develop interview guidelines to help our recruiters and hiring managers be inclusive and avoid bias in the pursuit of hiring the best candidates. |
| **Build a diverse talent pool and develop diverse leaders** | **Ensure pipeline of future talent and leaders** by offering internship and mentorship programs today. We offer people of all backgrounds opportunities to learn about the technology and services we deliver through paid internship programs. We also offer current employees leadership coaching and mentoring, focusing on diverse talent and pairing each employee with an experienced company leader |

# Awards and Recognition

## XTG Project Spotlight

We're beaming after winning a LAVNCH [CODE] Out of This World Experiences Award for our awe-inspiring immersive exhibit at the ARTE MUSEUM LAS VEGAS, which our team designed and installed in collaboration with d'strict. Take a look: https://lasvegas.artemuseum.com/exhibition. Experience it firsthand: https://player.vimeo.com/video/880086293?title=0&muted=1&autoplay=1&auto




Las Vegas isn't known for subtlety, but the ARTE MUSEUM takes the sensational to the next level, delivering an out-of-this-world experience unlike anything the U.S. has seen before. Forget paintings on a wall. Here, immersive technology designed and installed via a collaboration between AVI-SPL and d'strict, transforms the entire space into a portal to another world. High-definition visuals sprawl across floors and walls, creating a captivating large-scale, multi-sensory adventure. The state-of-the-art audio system acts as a central element and core component of the multi-sensory experience. The immersive exhibits installed by AVI-SPL orchestrate space, content, and technology to create interactive storytelling experiences that bring joy and amazement. ARTE MUSEUM LAS VEGAS is not just an exhibition, it leverages advanced technology to pull guests in completely, making them part of the exhibit. Nature, art, and technology blend together, leaving visitors with a lasting impression of the power of human imagination, technology, and art.





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Our knowledge pool, ability to design and execute functional and appealing systems, and post-install support are second to none. We have received a wide range of industry and manufacturer acknowledgment, including:

**2024**




- Systems Contractor News, Top 50 Systems Integrators, Ranked #1
- TrustRadius: Top Rated, Buyer's Choice, Tech Cares
- AV Management and Control Technology of the Year
- International Integrator of the Year
- LAVNCH [CODE]'s Out of This World Experiences Awards–Arte Museum Las Vegas Immersive Exhibit
- rAVe 2024 Readers' Choice Award for Favorite Integrator of the Year
- 2024 Best Practices Award as the Enabling Technology Leader in the Global Experiential Technology Solutions Industry
- Strategic Account Management Association (SAMA) award for System Enablement of the SAM Program: Learning & Development
- Strategic Account Management Association (SAMA) award for Innovative Value Co-Creation
- Zoom Up Partner Program–Platinum Status

**2023**

- Cisco Webex Reimagine Workspaces Partner of the Year – Americas Award
- rAVe 2023 Readers' Choice Award for Favorite Integrator of the Year
- Integrator of the Year APAC Award
- MONDO-DR Award–Museum Category
- Strategic Account Management Association (SAMA) award for 2023 C-Suite Support and Engagement
- Frost and Sullivan 2023 Best Practices Award for Global Experiential Solutions
- Higher Ed AV's Project of the Year (Best in Class)
- 8 TrustRadius Awards: Best of 2023, Best Value for Price, Top Rated, Best Feature Set, Best Relationship, Tech Cares Award
- Commercial Integrator's Make a Difference Award

**2022**

- Strategic Account Management Association (SAMA) Award for 2022 Outstanding Mature Program of the Year
- SAMA 2022 Inaugural Systemic Enablement of the SAM Program Award
- Microsoft Gold Cloud Productivity Competency
- Microsoft Managed Partner
- Middle East Wins LAVNCH [CODE] 2022 Out of This World Award for Museum of the Future
- rAVe 2022 Readers' Choice Award for Favorite Integrator

**2021**

- Systems Contractor News, Top 50 Systems Integrators, Ranked #1, **17 consecutive years**
- Partner of the Year Finalist, Microsoft Surface Hub Reseller of the Year
- Cisco Customer Experience (CS) Specialization
- Commercial Integration BEST Award for Immersive Experience (Microsoft Welcome Wall)
- Strategic Account Management Association Excellence Awards, Outstanding Mature SAM Program
- Samsung Blue Partner of the Year, Display Awards

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# Specialized Areas of Expertise

## AVI-SPL XTG: Experience Technology Group



XTG will help you harness the power of the digital experience and bring your brand story to life. We help you leverage space, content, and technology to create exceptional immersive experiences to:

**Engage and delight customers**

- Deliver unforgettable immersive experiences in museums, visitor centers, libraries, hotels, casinos, and entertainment venues.

**Attract and retain talent**

- Reimagine digital transformation with experiential spaces. Stay competitive in attracting and retaining talent. Create environments that encourage people to come back to the office.

XTG collaborates with an ecosystem of partners in architecture, workplace strategy, and content design to create award-winning, integrated, immersive experiential environments on a global scale.

## Enterprise Broadcast Center of Excellence

Our Enterprise Broadcast Center of Excellence elevates your most important communications to build deeper connections between your company and your customers and employees.

In a world of back-to-back video calls, how do you assure your most important communications aren't lost in the digital clutter? Enterprise broadcast systems leverage AV technology and broadcast quality equipment to create content that rises above the noise, connecting the audience in new ways and creating a visceral call to action.



These systems are used to:

- Increase employee retention and engagement
- Drive sales and investments
- Increase brand value and promote company culture

Companies today are utilizing enterprise broadcast systems for town halls, customer presentations, product launches, on-demand training, shareholder communications, and connecting audiences across multi-location hybrid events.

We understand the unique needs of enterprise broadcast environments. Let our experienced design, engineering, and production teams help you deliver results with our proven process.

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We're ready to help you unlock the four keys to enterprise broadcast success:

1. High production values: create high quality, engaging communications
2. Live and recorded content: offer your teams a mix of real-time, virtual, and recorded events
3. Simplified streaming: utilize existing IP networks for efficient content distribution and management
4. Innovative approach: combine AV and IT infrastructure with modern broadcast solutions for seamless operations

## AVI-SPL Symphony

Proactively monitor, manage, and analyze multi-vendor environments with a single application. Symphony is a user experience management platform to connect, monitor, and track collaboration technology in your digital workplace to empower your people. Its functionality enables teams who support technologies and the users who rely on those collaboration tools every day.

**What does Symphony do for you?**

**Asset Capture**
Know what technology you have deployed where. Get easy access to asset information for AV, UC, and video hardware and devices.

**Cloud Migration**
Leverage valuable performance data as you transition from traditional video conferencing to cloud conferencing.

**Centralized Monitoring**
Monitor your devices, rooms, and meetings from anywhere, anytime, in a single portal.

**Incident Management**
Let Symphony auto-create, clear, and close tickets based on your custom values. Symphony integrates with leading third-party ITSM platforms.

**Workplace Management**
Gather information related to your technology, spaces, and people to create data-driven decisions.

**Success Metrics**
Symphony tracks how your technology performs to deliver meaningful data about space, technology, and adoption.

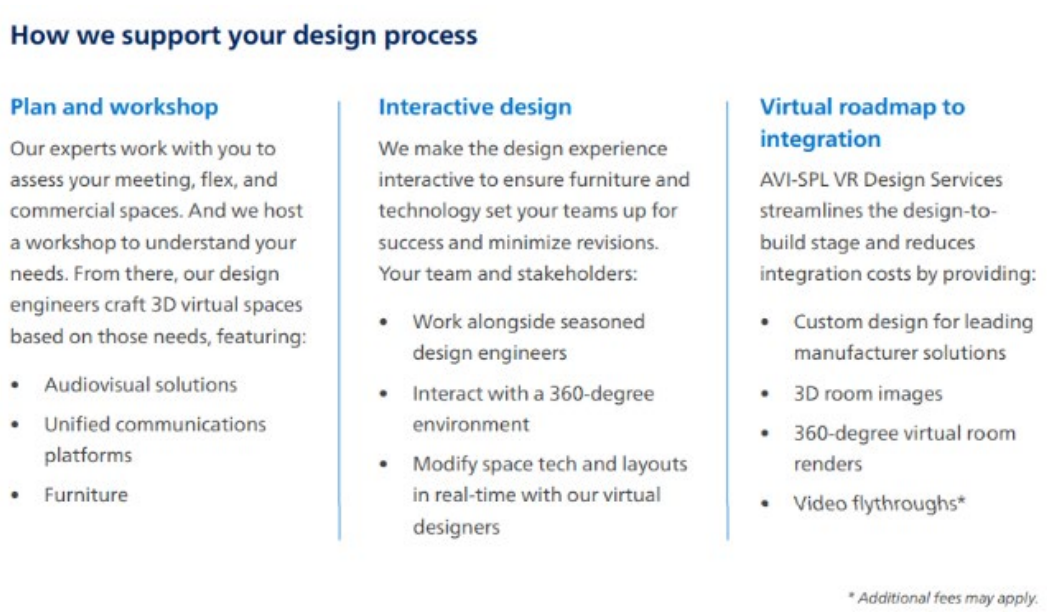
**AVI-SPL Advantages**

- Unified global view of live data from your hybrid collaboration environments
- Compatible with Microsoft Teams Rooms, Zoom Rooms, and Cisco Webex
- Remote room and device troubleshooting
- Rich monitoring and control of your AV, video, and UCC technologies
- Robust automation for room readiness and other SOPs
- Rich utilization analytics for data-driven decisions
- Faster ticket resolution and lower number of end-user tickets
- Self-healing capabilities
- ITSM integration
- Increased technology uptime

Symphony enables a seamless end-to-end collaboration workflow for end users and operators. The monitoring and data that Symphony provides drive efficiency for day-to-day tasks and deliver a more strategic view of your space and technology estate. Symphony integrates all of this information into a single platform.

## AVI-SPL Virtual Reality (VR) Design

AVI-SPL virtual reality (VR) design services accelerate room design processes while building buy-in for the finished results. This service allows multiple stakeholders to engage in human-centric design thinking, including the often-overlooked end user.



### How we support your design process

**Plan and workshop**

Our experts work with you to assess your meeting, flex, and commercial spaces. And we host a workshop to understand your needs. From there, our design engineers craft 3D virtual spaces based on those needs, featuring:

- Audiovisual solutions
- Unified communications platforms
- Furniture

**Interactive design**

We make the design experience interactive to ensure furniture and technology set your teams up for success and minimize revisions. Your team and stakeholders:

- Work alongside seasoned design engineers
- Interact with a 360-degree environment
- Modify space tech and layouts in real-time with our virtual designers

**Virtual roadmap to integration**

AVI-SPL VR Design Services streamlines the design-to-build stage and reduces integration costs by providing:

- Custom design for leading manufacturer solutions
- 3D room images
- 360-degree virtual room renders
- Video flythroughs*

** Additional fees may apply.*



## Large Venues and Auditoriums



We design, build, and support solutions that meet the requirements of large-scale or engineering-intensive AV integration projects across a wide range of environments, including sports arenas and performing arts centers. We have the experience and leadership needed to work efficiently with the different trades on a job site so that our engineers can complete their work quickly and correctly.

Notable Qualifications

- NSCA Advanced Sound Design
- Track record of delivering solutions in highly complex, high-profile environments

## Command and Control Rooms



AVI-SPL integrates video technology into mission-critical facilities for industries like aerospace, military, telecommunications, financial institutions, oil and gas, utilities, federal, state, and local governments and transportation. Our team's whole-room approach considers sight lines, ergonomics, lighting, and types of information being monitored to create the right solution, within an environment that enables operators to have situational awareness so they can make timely decisions based on accurate, clearly presented information.

- Dedicated team of 50+ with certifications that include PMP, CTS, CTS-I, CTS-D and Top Security Clearance
- Manufacturer training in control system applications
- Active service of hundreds of control room installations across all vertical markets through 24/7/365 help desk

**All project photographs featured in this proposal are of AVI-SPL completed projects.*

## Advanced Visualization and Simulation



Our advanced visualization and simulation solutions immerse learners in a safe, shared virtual environments that generate detailed renderings of concepts and engineering diagrams for virtual-reality testing environments, high-definition exploration, training simulation, data visualization, product development, and model manipulation.

Notable Qualifications

- Dedicated team that focuses on what your organization wants to accomplish
- 50+ highly trained, highly skilled people with credentials that include PMP, CTS, CTS-I, CTS-D and Top Security Clearance, as well as specialty manufacturer training in visualization applications
- Wide range of products and expertise for multi-channel display and computer solutions to achieve high-fidelity images on virtually any screen shape. Our team helped create the largest medical school simulation practice in the U.S.

## Government Contract Sales



AVI-SPL has a variety of federal and state contracts to provide product sales, installation, and support. If your purchase requires any contract compliance, we will fully comply with those terms. If you require a contract for which we are not listed, please contact us to discuss other purchasing options.

# Services and Support

## Let's Create a More Connected World

You know your business and the people who count on it. We know how to mobilize to scale quickly, address your local and worldwide needs, and support your growth.

AVI-SPL is the right partner with the right services and solutions to unite your employees worldwide and keep them connected. We quickly bring your collaboration solutions online and keep them running. You'll have an easy, consistent experience using the technology tools and environments you rely on.




We are your single go-to global digital workplace services provider, delivering where and when you need us. Our experts help enhance productivity, deepen engagement with your processes, and spark growth.

Rely on AVI-SPL to help you create a more connected world.

## AVI-SPL Services Overview

AVI-SPL service and support options make it easy to adopt new solutions and unlock business value for organizations of all sizes. Your IT team will find it easy to oversee, service, and track data from company assets. And users will have easy-to-use standardized systems so they can focus on their objectives.

We are here to support you and your organization. Rather than implementing a one-size-fits-all plan, we deploy technologies tailored to your needs, using a combination of **Professional Services**, **Global Support and Maintenance**, and **Managed Services**.

We can provide remote, on-site support or a combination to meet your needs. AVI-SPL monitors and manages your AV and UCC systems with global remote support teams stationed in the U.S., Canada, Mexico, London, Germany, India, and Hong Kong and staff at your site. Our expertise and scale are evident in:

| | | | |
|---|---|---|---|
| **980,000** **conferences** monitored each year | **95%** customer **satisfaction** rating | **ITIL certified** professionals | Support client **video network** operations in **75 countries** |

Every year, our support and maintenance professionals:

| | | |
|---|---|---|
| Close over **30,000** **cases** | Answer over **40,000** **calls** | Provide more than **20,000** **support visits** |

*All project photographs featured in this proposal are of AVI-SPL completed projects.*

AVI-SPL teams are the best in the industry. And we work hard to keep them that way. With our support teams, you receive staff certified on the latest systems and solutions – enabling your end users to leverage the benefits of the best collaboration technologies.



**Support contract benefits**

- Quicker response time and productivity
- Cost savings over the life of the contract
- Dedicated expert technicians
- Ability to grow
- Optimized business operations and user experience

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# Project Examples

## Transportation Market

## Tampa International Airport SkyCenter One Administration Building

**Tampa, FL**

AVI-SPL worked with the airport's general contractor to design and install collaboration spaces throughout SkyCenter One, including a multipurpose boardroom with multiple displays. The project also included multiple Microsoft Teams conference rooms and huddle rooms, digital signage, and video walls in the Airport Operations Center and Emergency Operations Center. AVI-SPL also teamed with 22Miles to deliver an easy-to-use hot desking app. We also provide three on-site managed service technicians who deliver 24/7 technical support.

### Client Requirements

- Boardroom flex space with multiple displays and video wall
- Microsoft Teams conference rooms with Crestron control
- Plug and play huddle rooms
- Hot desking space reservation app
- Digital signage displays and content management
- Displays for operations center and emergency operations center
- 24/7 on-site technical support

### Why AVI-SPL

- State and national procurement discount contracts
- Company resources to manage large projects
- Robust relationships with preferred technology partners like Microsoft Teams and Crestron
- 24/7 on-site managed services capabilities



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## Transportation Market

# Tampa International Airport Passenger Terminals

**Tampa, FL**

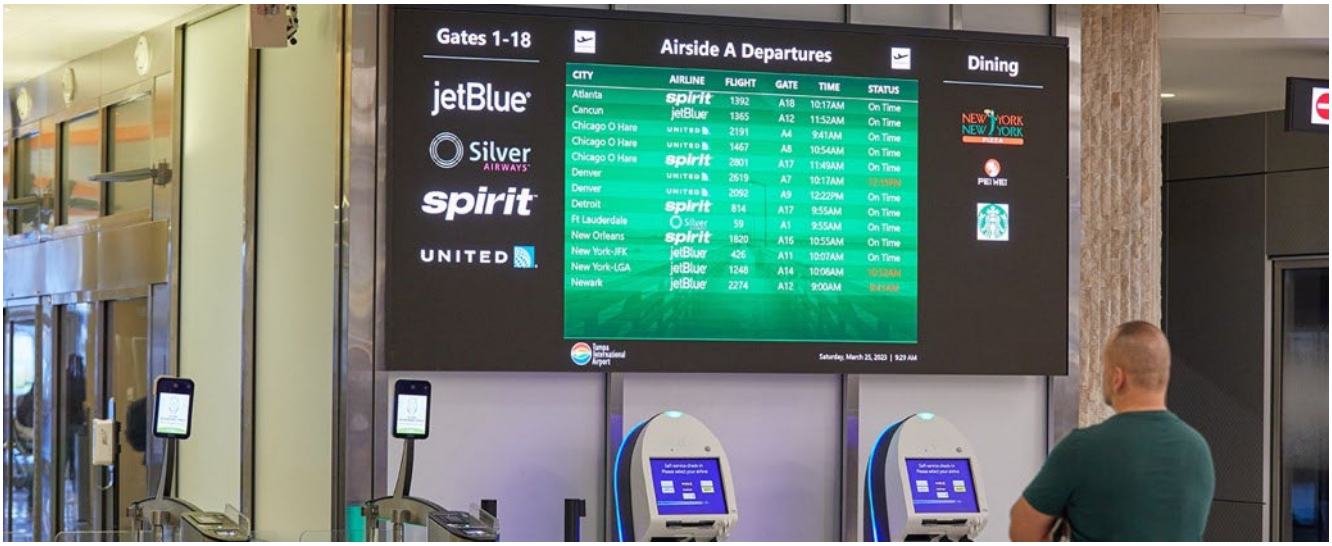
Tampa International Airport wanted to ensure a positive customer experience from when a person walked into the airport until they reached the final destination. AVI-SPL worked with the airport's general contractor to design and install LED digital signage solutions throughout the passenger terminals. The new signage provides flight and shopping information and promotes local attractions. We also installed large video walls in the public events center and in the baggage claim area. AVI-SPL worked during off hours, so air travelers were not disrupted during installation. We also provide three on-site managed service technicians who deliver 24/7 technical support.

### Client Requirements

- Boardroom flex space with multiple displays and video wall
- Microsoft Teams conference rooms with Crestron control
- Plug and play huddle rooms
- Hot desking space reservation app
- Digital signage displays and content management
- Displays for operations center and emergency operations center
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- State and national procurement discount contracts
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# Non-Profit Market

## US Naval Institute

**Annapolis, MD**

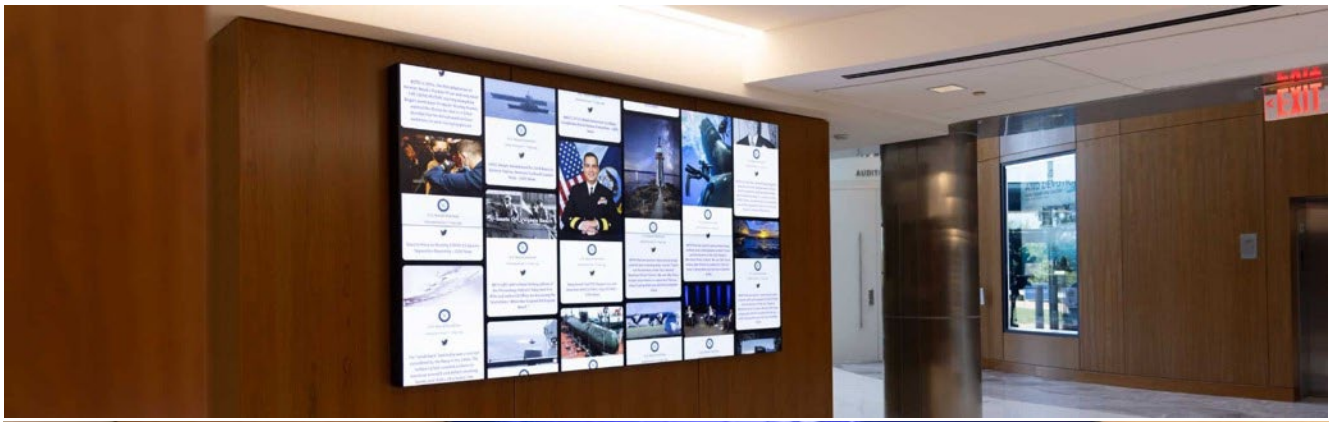
The US Naval Institute (USNI) provides an independent forum for those who dare to read, think, speak, and write to advance the professional, literary, and scientific understanding of sea power and global security issues. USNI wanted to provide a place for people to engage in their conference center face-to-face with the latest audio visual solutions. AVI-SPL worked with USNI and the general contractor to craft a holistic solution integrating digital signage throughout the facility, flat screen and room scheduling displays, secure wireless and wired content sharing, and ceiling array microphones for meeting spaces, a ReadyCam Studio, outdoor speakers, and wireless microphones, a DVLED screen, PTZ cameras, surround sound speakers, and a Crestron NVX distribution system for the auditorium.

### Client Requirements

- Modern auditorium experience with immersive visuals and sound
- Interactive space for events and receptions
- Digital displays to complement the facility's atmosphere and inform guests and staff
- Easy-to-use studio space for recording and streaming

### Why AVI-SPL

- General contractor recommendation







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# Technology Market

## AVI-SPL Voice Cloud Calling and Contact Center

**Tampa, FL**

AVI-SPL has global support teams in the U.S., Canada, Mexico, London, Germany, India, and Hong Kong. Each team provides 24/7 customer support every day. AVI-SPL's primary cloud calling and contact center platform contract was ending, and we wanted a support solution with enhanced capabilities. AVI-SPL partnered with Zoom to simplify, elevate, and reduce the cost of our global support practices. Teams can access, monitor, and manage requests faster, anytime, and anywhere through a single centralized platform.

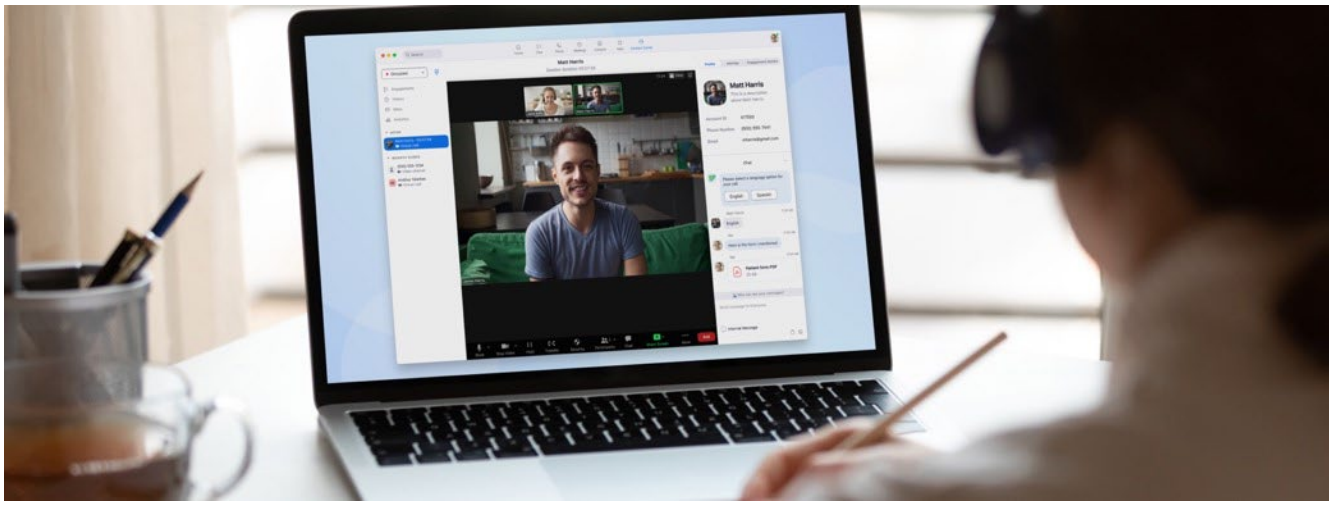
Zoom Contact Center also provided AVI-SPL an estimated $70,000+ in annual savings.

### Client Requirements

- Active switching between customers
- Intelligent, skills-based routing
- IVR capabilities
- GDPR and PCI compliance
- ServiceNow integration
- Robust analytics
- Audio and video recording
- Ability to transfer to Microsoft Teams via PSTN/directory

### Why AVI-SPL partnered with Zoom

- Fulfilled current requirements and is future-ready for additional upgrades such as SMS messaging and self-service solutions
- Single portal interface helps resolve issues quickly
- Easily connect to the contact center from Zoom Phones or meetings
- Streamlined processes and enhanced customer support experience



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## Healthcare Market

# MidMichigan Health

**Midland, MI**

Collaboration tools improve MidMichigan's ability to train healthcare professionals. Staff use a paging system to communicate with students in a multi-room simulation center, and instructors can monitor physician interactions with real patients in the preceptor area.

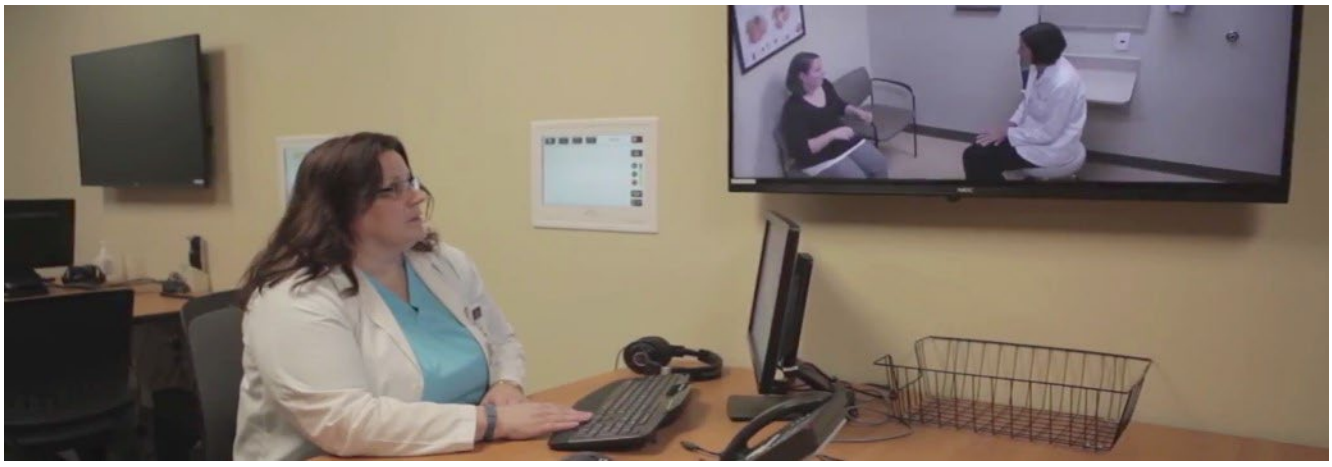
### Client Requirements

- Educate, train, and produce qualified healthcare providers
- Focus on quality and safety for the patient



### Why AVI-SPL

- Long history of successful partnerships with the client established confidence in AVI-SPL's abilities and post-installation support
- Client need for a company of AVI-SPL's size and capabilities for a project of this complexity
- Industry-leading technical abilities and deep staff pool enabled quick design changes without impacting project status



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# Higher Education Market

## University of Toledo IISC

**Toledo, OH**

The University of Toledo's Interprofessional Immersive Simulation Center uses advanced visualization systems to train a variety of healthcare professionals and students and produce medical graduates who excel in clinical practices and medical research. To help meet these goals, the IISC incorporates clinical simulation scenarios and 3D visualization technology with the aim of preparing learners for the safest possible clinical care of real patients.

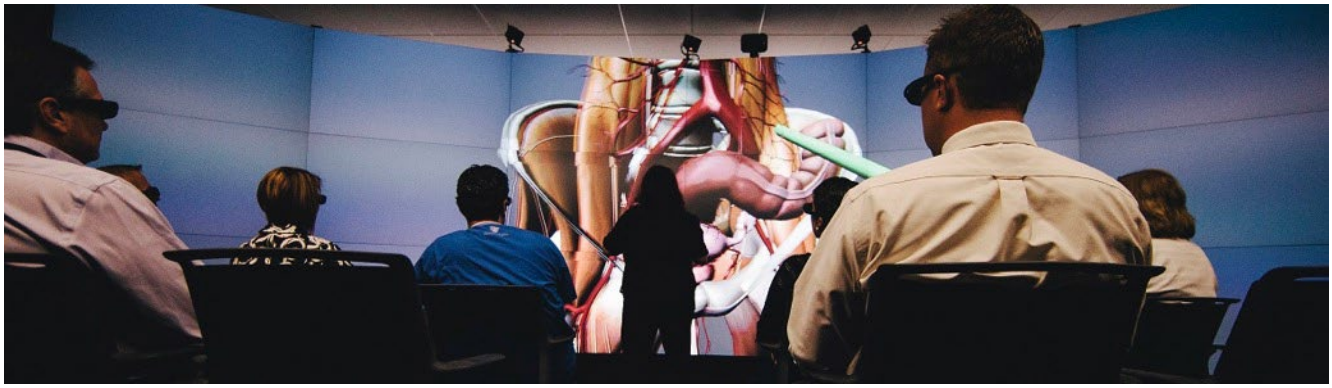
### Client Requirements

- Virtual immersive environments that produce medical graduates who excel in clinical practices and medical research
- Training that enables better collaboration between disciplines to improve patient outcomes
- Deliver education through hands-on skill development
- Discover new ways to transfer knowledge and create new research opportunities

### Why AVI-SPL

- A team collaboration approach across its advanced visualization, medical, and systems integration specializations
- Deep technical knowledge and capabilities to create interconnected systems within an intelligent building





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# Higher Education Market

## Kean University

**Union, New Jersey**

Kean University opened its Visualization and Immersive Studio for Higher Education and Research in the Nancy Thompson Library Learning Commons on its Union campus. The new studio is powered by an Analog Way Aquilon C+ fully modular and scalable 4K/8K multi-screen presentation system and videowall processor. The studio's impressive 270° experience features big screens spanning three walls. Ten Barco laser projectors display a seamless image across the canvas while the Analog Way Aquilon C+ drives the images and a Zignage media player plays back custom content.

### Client Requirements

- A high-tech studio that enhances the university's research possibilities
- An inter-disciplinary space that can be used for interactive and collaborative teaching and learning; data visualization and analysis; high-end, technology-rich presentations; and immersive computing
- Support for administrators and staff who do data analysis and visualize data to support studies in the space

### Why AVI-SPL

- AVI-SPL designed, built, and installed the studio
- Staged a successful demo of the Aquilon C+ for Kean University's director of digital information resources



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# Higher Education Market

## RMIT

**Melbourne, Australia**

RMIT University uses the AVI-SPL Symphony user experience management application to monitor over 4,600 devices in 1,000+ classrooms in more than 100 buildings across six countries. The Symphony service gives IT and AV support teams a simple, single-pane view of all that is happening across their collaboration technology estates.

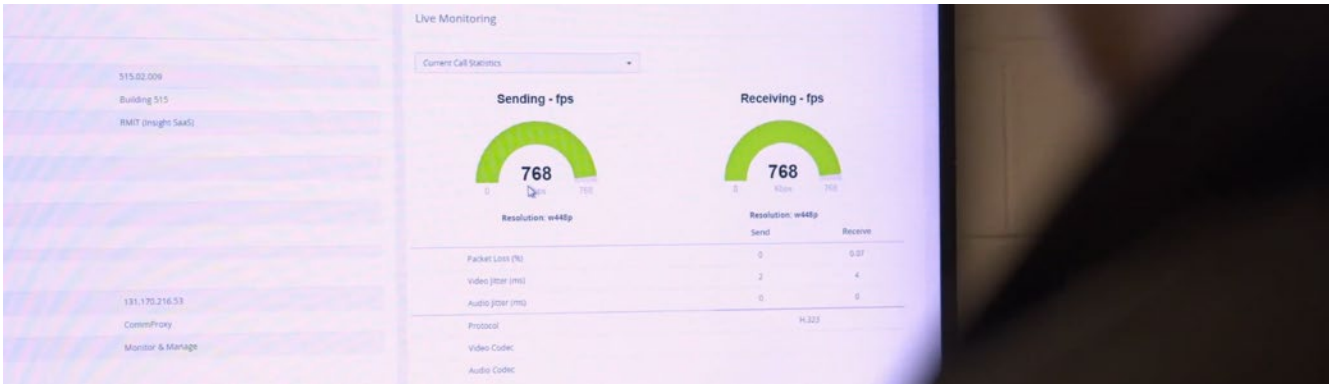


### Client Requirements

- Use one tool to monitor the status of meeting rooms, classrooms, and other areas that have networked AV and collaboration systems
- Reduce the number of client-initiated tickets

### Why AVI-SPL

- Symphony allows a centralized IT/AV operations department to orchestrate operations around the world – dramatically improving insight into all systems as well as reducing technician hours




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# Higher Education Market

## Rose State College

**Midwest City, OK**

Rose State College needed to upgrade audio visual systems across six learning spaces of its Tanenbaum Aerospace and Cybersecurity Center. Building AV systems were original to its 2007 blueprints.

AVI-SPL designed and deployed a standardized AV-over-IP solution. This solution would enable students, faculty, and others to easily and quickly start up room tech and share content to any space simultaneously. Additionally, AV-SPL leveraged its VR design services to validate technology performance before install.

The multi-space AV-over-IP solution had a significant impact upon installation. Internal and external groups were immediately impressed with the system's ease of use, content access, and tech improvements.

**Client Requirements**
A standardized, centrally controlled, and flexible solution with:

- Clear video projection
- Room touch panel activation
- Easy audio and video switching between spaces
- Zoom and Microsoft Teams compatibility
- Presenter lecterns for easy access to room AV equipment
- A simple, consistent end-user room technology experience

**Why AVI-SPL**

- Ability to quickly design and integrate a custom AV-over-IP solution specific to college needs
- Deep technical knowledge
- Access to the latest solutions
- History with Rose State College






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# Higher Education Market

## North Carolina State University Hunt Library

NC STATE UNIVERSITY

**Raleigh, NC**

North Carolina State wanted to transform its library into a hub of collaboration and research, one that would support ambitious programs for research, training, and business partnerships. AVI-SPL worked closely with the client and the consultant (the Sextant Group) to integrate systems for video collaboration, immersive video walls, presentation systems, and advanced visualization.



### Client Requirements

- Create a new type of library, one that goes beyond its traditional role in student and faculty lives
- Design spaces for ease of collaboration and presentation among external and internal stakeholders

### Why AVI-SPL

- AVI-SPL's partner and consultant engagement and track record of success with projects of similar size and complexity allowed us to provide a comprehensive set of integrated systems designed to be centrally managed



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# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2025-1317025

**Date Filed:**
05/29/2025

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
AVI-SPL LLC
Tampa, FL United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Region 4 Education Service Center

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
25-04
Audio Visual Solutions and Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Benjamin, Steve | Tampa, FL United States | X | |
| Payne, Mark | Tampa, FL United States | X | |
| Zettel, John | Tampa, FL United States | X | |
| AVI-SPL Global LLC | Tampa, FL United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

My name is Mark Payne, and my date of birth is 09-20-1972.

My address is 6301 Benjamin Road, Suite 101 (street), Tampa (city), FL (state), 33634 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hillsborough County, State of Florida, on the 29th day of May (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

# Exhibit F

Please see attached for the full form.

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name: AVI-SPL LLC

Address, City, State, and Zip Code:
6301 Benjamin Road, Suite 101 Tampa FL 33634

Phone Number: (813) 884-7168 Fax Number: (813) 882-9508

Printed Name and Title of Authorized Representative:
Mark Payne, Chief Financial Officer

Email Address: Mark.Payne@avispl.com

Signature of Authorized Representative: Mark Payne Digitally signed by Mark Payne Date: 2025.05.20 11:54:00 -04'00'

Date: 5/19/2025

# Exhibit F
# Federal Funds Certifications

## FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

**DEFINITIONS**

**Contract** means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non–Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non–Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

**Pass-through entity** means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES MP Initials of Authorized Representative of offeror

**(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES MP Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES MP Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work**

**Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES MP Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES MP Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES MP Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)**

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES MP Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." 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.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES MP Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

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.

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

Does offeror agree? YES MP Initials of Authorized Representative of offeror

## RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES MP Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES MP Initials of Authorized Representative of offeror

## CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK**

**CERTIFICATE OF COMPLIANCE**

(select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: X

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)**

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

**CERTIFICATE OF COMPLIANCE** (select one of the two options, NOT BOTH)
**Certificate of Compliance with 49 USC §5323(j)(1)**
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☒

**OR**

**Certificate of Non-Compliance with 49 USC §5323(j)(1)**
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES MP Initials of Authorized Representative of offeror

Offeror's Name: AVI-SPL LLC
Address, City, State, and Zip Code: 6301 Benjamin Road, Suite 101 Tampa FL 33634
Phone Number: (813) 884-7168
Fax Number: (813) 882-9508

Printed Name and Title of Authorized Representative: Mark Payne, Chief Financial Officer
Email Address: Mark.Payne@avispl.com
Signature of Authorized Representative: _____
Date: 5/19/2025

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS**

Unless Supplier is exempt *(See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES MP Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES MP Initials of Authorized Representative of offeror

## COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES MP Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name:
AVI-SPL LLC

Address, City, State, and Zip Code:
6301 Benjamin Road, Suite 101 Tampa FL 33634

Phone Number: (813) 884-7168 Fax Number: (813) 882-9508

Printed Name and Title of Authorized Representative:
Mark Payne, Chief Financial Officer

Email Address:
Mark.Payne@avispl.com

Signature of Authorized Representative: _____ Date: 5/19/2025

## FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

**Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

**Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

**Notice of Legal Matters Affecting the Federal Government**

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

**Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

**Affirmative Socioeconomic Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

**Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

**2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

**1. CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

**1.1** Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

**1.2** Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

## 2. TERMINATION FOR CAUSE AND CONVENIENCE

**a.** Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

## 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

**a.** Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.
339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

**b.** Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**c.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**d.** Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## 4. DAVIS-BACON ACT

**a.** Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

**b.** Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.

**c.** Requirements. If applicable, the non-federal entity must do the following:

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

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in

compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

## 5. COPELAND ANTI-KICKBACK ACT

**a.** Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

**b.** Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

**c.** Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

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

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

clauses.

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

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

**a.** Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

**b.** Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

**c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

**a.** Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200,

Appendix II(G).

**b.** Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

**c.** Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

**a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

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

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

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

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

**10. BYRD ANTI-LOBBYING AMENDMENT**

**a.** Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

**b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

**c.** Suggested Language.

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

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**d.** Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

The Contractor, AVI-SPL LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

Mark Payne, Chief Financial Officer

Name and Title of Contractor's Authorized Official

5/19/2025

Date

**11. PROCUREMENT OF RECOVERED MATERIALS**

**a.** Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

**b.** Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

**c.** Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**d.** Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

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

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**14. CHANGES**

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

**15. DHS SEAL, LOGO, AND FLAGS**

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts".

## 16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name: AVI-SPL LLC

Address, City, State, and Zip Code:
6301 Benjamin Road, Suite 101 Tampa FL 33634

Phone Number: (813) 884-7168 Fax Number: (813) 882-9508

Printed Name and Title of Authorized Representative:
Mark Payne, Chief Financial Officer

Email Address: Mark.Payne@avispl.com

Signature of Authorized Representative: _____

Date: 5/19/2025

## NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

| | |
|---|---|
| DOC #1 | Ownership Disclosure Form |
| DOC #2 | Non-Collusion Affidavit |
| DOC #3 | Affirmative Action Affidavit |
| DOC #4 | Political Contribution Disclosure Form |
| DOC #5 | Stockholder Disclosure Certification |
| DOC #6 | Disclosure of Investment Activities in Iran |
| DOC #7 | Certification of Non-Involvement in Prohibited Activities in Russia or Belarus |
| DOC #8 | New Jersey Business Registration Certificate |
| DOC #9 | EEOAA Evidence |
| DOC #10 | MacBride Principals Form |

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

Certificate Number
730025

Registration Date: 11/23/2021
Expiration Date: 11/22/2022

# State of New Jersey

## Department of Labor and Workforce Development
### Division of Wage and Hour Compliance

## Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

AVI-SPL LLC

2021

**Responsible Representative(s):**

Steve Benjamin, Manager

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

**815**

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.)

AVI-SPL LLC

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.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . C

**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.

☐ 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)

*(Applies to accounts maintained outside the United States.)*

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 . . . . . ☐

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

6301 BENJAMIN ROAD, SUITE 101

Requester's name and address (optional)

6 City, state, and ZIP code

TAMPA, FL 33634-5115

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

or

**Employer identification number**

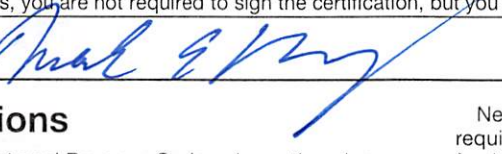
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 5 | 9 | – | 1 | 9 | 5 | 8 | 9 | 3 | 5 |

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here** | **Signature of U.S. person**  **Date** 01/01/2025

## General Instructions

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

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

## 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

| Manufacturer / Product Category | | Discount Rate | Audio | Video | Control Systems | Signal Management & Distribution | Infrastructer & Cabling | Collaboration Tools | Voice Practice | Software Integration | Support & Maintenance | Digital Signage | AV Furniture / Mounting |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 8 by 8 | | | X | X | | | | X | X | X | X | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | |
| 911 Inform | | | X | X | | | | X | X | X | X | | |
| All Items | Percentage off MSRP | 6% | | | | | | | | | | | |
| 911 Secure | | | X | X | | | | X | X | X | X | | |
| All Items | Percentage off MSRP | 6% | | | | | | | | | | | |
| AJA | | | X | X | X | X | | | | X | X | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | |
| Aiphone | | | X | X | X | X | X | | X | X | X | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | |
| Airtame | | | X | X | X | X | | X | | X | X | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | |
| Allen Heath | | | X | | | | | | | X | X | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | |
| American Power | | | | | | | X | | | X | X | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | |
| Anchor Audio | | | X | | | | | | | X | X | | |
| All Items | Percentage off MSRP | 20% | | | | | | | | | | | |
| AMX | | | X | X | X | X | X | X | X | X | X | X | |
| All Items | Percentage off MSRP | 30% | | | | | | | | | | | |
| Audio Codes | | | X | | | | | | X | X | X | | |
| All Items | Percentage off MSRP | 8% | | | | | | | | | | | |
| Audio Enhancements | | | X | | | | | X | X | X | X | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | |
| Audio Technica | | | X | | X | | | | | X | X | | |
| All Items | Percentage off MSRP | 20% | | | | | | | | | | | |
| Non ES Gear | Percentage off MSRP | 10% | | | | | | | | | | | |
| Aurora | | | X | X | X | X | | X | X | X | X | X | |
| All Items | Percentage off MSRP | 20% | | | | | | | | | | | |
| App Space | | | | | | | | X | | X | X | X | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | |

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Atlas Sound | | | X | X | X | X | X | X | X | X | X | X | | | |
| All Items | Percentage off MSRP | 8% | | | | | | | | | | | | | |
| Aruba | | | | | | | X | X | X | X | X | | | | |
| All items except Support/M | Percentage off MSRP | 15% | | | | | | | | | | | | | |
| Percent Off List | Percentage off MSRP | 5% | | | | | | | | | | | | | |
| Ashly Audio | | | X | | X | X | | X | X | X | X | | | | |
| All Items | Percentage off MSRP | 24% | | | | | | | | | | | | | |
| Atlona | | | X | X | X | X | X | X | X | X | X | X | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | | |
| Audio Visual Furniture | | | | | | | X | | | X | X | | X | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | | |
| Audix | | | X | | | | | | X | X | X | | | | |
| All Items | Percentage off MSRP | 6% | | | | | | | | | | | | | |
| Avaya | | | X | | | | | | X | X | X | | | | |
| All items | Cost Plus | 17% | | | | | | | | | | | | | |
| AV Pro Edge | | | X | X | X | X | | | X | X | X | | | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | | |
| Aver | | | X | X | X | | | | | X | X | | X | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | | |
| Avocor | | | X | X | X | | | | | X | X | | | | |
| Interactive Displays | Percentage off MSRP | 20% | | | | | | | | | | | | | |
| Warranties | Percentage off MSRP | 10% | | | | | | | | | | | | | |
| Bandwitch | | | X | | | | | | X | X | X | | | | |
| All Items | Percentage off MSRP | 9% | | | | | | | | | | | | | |
| Balance Box | | | | | | | X | | | X | X | | X | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | | |
| Barco | | | X | X | | | | X | | X | X | X | | | |
| Projectors | Percentage off MSRP | 25% | | | | | | | | | | | | | |
| Clickshare Products | Percentage off MSRP | 15% | | | | | | | | | | | | | |
| Behringer | | | X | | | | X | | X | X | X | | | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | | |
| Belden | | | | | | | X | | | X | X | | X | | |
| All Items | Cost Plus | 16% | | | | | | | | | | | | | |
| Belkin | | | | | | | X | | | X | X | | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | | |
| Biamp Systems | | | X | | X | X | X | X | X | X | X | | | | |
| All Items | Percentage off MSRP | 30% | | | | | | | | | | | | | |
| Black Box | | | X | X | | | X | X | | X | X | X | | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | | |
| Black Magic | | | X | X | X | X | X | | | X | X | | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | | |
| Blonder Tongue | | | X | X | X | X | X | | X | X | X | | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | | |
| Bluescape | | | X | | | | | X | | X | X | | | | |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | |
| Bogen Communications | | | X | | | X | X | X | X | | X | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Bosch | | | X | X | X | X | | X | | X | X | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Bose | | | X | | | | | | | X | X | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Brightsign | | | X | X | | X | | | | X | X | X | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | |
| BTX | | | | | | | X | | | X | X | | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | |
| Cables to Go / C2G | | | X | X | | X | X | | | X | X | | | |
| All Items | Percentage off MSRP | 25% | | | | | | | | | | | | |
| Calero | | | X | | | | | | X | X | X | | | |
| All Items | Percentage off MSRP | 6% | | | | | | | | | | | | |
| Call Cabinet | | | X | | | | | | X | X | X | | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | |
| Cambridge Audio | | | X | | | | | | | X | X | | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | |
| Canon Pro line | | | X | X | | X | X | | | X | X | | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | |
| Catch box | | | X | | | | | X | | X | X | | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | |
| Chief | | | | | | | | | | X | X | | X | |
| All Items | Percentage off MSRP | 35% | | | | | | | | | | | | |
| Christie | | | X | X | | | | | | X | X | | | |
| All Items | Percentage off MSRP | 20% | | | | | | | | | | | | |
| Cisco | | | X | X | X | X | X | X | X | X | X | X | | |
| Equipment | Percentage off MSRP | 25% | | | | | | | | | | | | |
| Maintenance | | 8% | | | | | | | | | | | | |
| ClearOne | | | X | | | | X | | X | X | X | | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | |
| Clear-Com | | | X | | | | X | | X | X | X | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Cleartouch | | | | X | | | | | | X | X | | | |
| Pro Series Displays | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Prosumer / Residential Disp | Percentage off MSRP | 5% | | | | | | | | | | | | |
| Comprehensive | | | X | X | | X | X | | | X | X | | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | |
| Contemporary Research | | | X | X | X | X | X | X | | X | X | | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | |
| COVID | | | | | | | X | | | X | X | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Crestron | | | X | X | X | X | X | X | X | X | X | X | | |

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| Crestron Flex Units | Cost Plus | 12% | | | | | | | | | | | | |
| All Other Items | Percentage off MSRP | 41% | | | | | | | | | | | | |
| Computer Comforts | | | | | | | X | | | X | X | | X | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Crown | | | X | | | | X | | | X | X | | | |
| All Items | Percentage off MSRP | 30% | | | | | | | | | | | | |
| Daktronics | | | | X | X | X | X | | | X | X | | | |
| Video Walls | Percentage off MSRP | 15% | | | | | | | | | | | | |
| DVS Analytis | | | X | | | | | | | X | X | | | |
| All Items | Percentage off MSRP | 6% | | | | | | | | | | | | |
| Da-lite | | | | X | | | X | | | X | X | | X | |
| All Items | Percentage off MSRP | 22% | | | | | | | | | | | | |
| Dell | | | | X | | | X | | | X | X | | | |
| All Items | Cost Plus | 16% | | | | | | | | | | | | |
| Denon | | | X | X | | | | | | X | X | | | |
| All Items | Percentage off MSRP | 12% | | | | | | | | | | | | |
| Digital Projections | | | | X | | X | | X | | X | X | | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | |
| Display Devices | | | | | | | X | | | X | X | X | X | |
| All Items | Cost Plus | 16% | | | | | | | | | | | | |
| Draper | | | | X | | | X | | | X | X | | X | |
| All Items | Percentage off MSRP | 22% | | | | | | | | | | | | |
| DTEN | | | X | X | X | | | X | X | X | X | X | X | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | |
| DVS Analytis | | | X | X | X | X | X | X | X | X | X | X | X | |
| All Items | Percentage off MSRP | 6% | | | | | | | | | | | | |
| Electrovoice | | | X | | | | | | X | X | X | | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | |
| Elevate | | | X | X | X | X | X | X | | X | X | | | |
| Hardware | Percentage off MSRP | 3% | | | | | | | | | | | | |
| Software | Percentage off MSRP | 3% | | | | | | | | | | | | |
| Elo | | | | X | X | X | | | | X | X | X | X | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Elmo | | | | X | X | X | | X | | X | X | | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | |
| Genelec | | | X | | | | X | | X | X | X | | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | |
| Epiphan | | | X | X | | X | X | | | X | X | | | |
| All Items | Cost Plus | 16% | | | | | | | | | | | | |
| Ergotron | | | | | | | X | X | | X | X | | X | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Epson | | | | X | X | X | | X | | X | X | | | |
| Projectors (Discount using Brig | Percentage off MSRP | 15% | | | | | | | | | | | | |
| Evoko | | | X | X | | | X | | X | X | X | X | X | |

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| All Items | Cost Plus | 16% | | | | | | | | | | | | | |
| Exact Furniture | | | | | | | | X | | | X | X | | | X |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | | |
| Extreme Networks | | | X | X | | X | X | | X | X | X | | | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | | |
| Extron | | | X | X | X | X | X | X | X | X | X | X | | | |
| All Items | Percentage off MSRP | 41% | | | | | | | | | | | | | |
| FSR | | | X | X | X | X | X | X | | X | X | | | | X |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | | |
| Formetco | | | | X | X | X | X | | | X | X | X | | | X |
| All Items | Percentage off MSRP | 6% | | | | | | | | | | | | | |
| Forum Furniture | | | | | | | X | | | X | X | | | | X |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | | |
| Furman | | | | | | | X | | | X | X | | | | |
| All Items | Percentage off MSRP | 20% | | | | | | | | | | | | | |
| Gefen | | | X | X | X | X | X | X | X | X | X | X | | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | | |
| Genesys | | | X | | | | | | X | X | X | | | | |
| All Items | Percentage off MSRP | 7% | | | | | | | | | | | | | |
| Hovercam | | | X | X | | X | | X | | X | X | | | | |
| All Items | Cost Plus | 16% | | | | | | | | | | | | | |
| Huddly | | | X | X | | X | | X | | X | X | | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | | |
| Infocus | | | X | X | X | | | X | | X | X | | | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | | |
| Inogene | | | X | X | X | X | X | X | | X | X | X | | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | | |
| Innovox | | | X | | X | X | | | X | X | X | | | | |
| All Items | Cost Plus | 16% | | | | | | | | | | | | | |
| Intrado | | | | | | | | | X | X | X | | | | |
| All Items | Percentage off MSRP | 7% | | | | | | | | | | | | | |
| IR Prognosis | | | | | | | | | X | X | X | | | | |
| All Items | Percentage off MSRP | 12% | | | | | | | | | | | | | |
| ITS Solutions | | | X | X | X | | X | | X | X | X | | | | |
| Pro Services | Percentage off MSRP | 5% | | | | | | | | | | | | | |
| Data Center | Percentage off MSRP | 15% | | | | | | | | | | | | | |
| Battery and Power | Percentage off MSRP | 20% | | | | | | | | | | | | | |
| Cooling | Percentage off MSRP | 5% | | | | | | | | | | | | | |
| IVS (Integrated Video Services) | | | X | X | X | X | X | X | X | X | X | | | | X |
| Hardware | Percentage off MSRP | 5% | | | | | | | | | | | | | |
| Software | Percentage off MSRP | 5% | | | | | | | | | | | | | |
| Jabra | | | X | | | | | | | X | X | | | | |
| Headsets | Cost Plus | 21% | | | | | | | | | | | | | |
| Just Add Power | | | | | | X | X | | | X | X | | | | |

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| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | | |
| JBL | | | X | | X | X | | X | X | X | X | | | | |
| All Items | Percentage off MSRP | 22% | | | | | | | | | | | | | |
| Kramer | | | X | X | X | X | X | X | X | X | X | X | | | |
| All Items | Percentage off MSRP | 20% | | | | | | | | | | | | | |
| Lab Gruppen | | | X | | X | X | X | | X | X | X | | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | | |
| Liberty | | | X | X | X | X | X | X | X | X | X | | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | | |
| Listen Tech | | | X | | | | | | X | X | X | | | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | | |
| LG | | | X | X | X | X | | | | X | X | X | | | |
| Pro Series Displays | Percentage off MSRP | 18% | | | | | | | | | | | | | |
| Prosumer / Residential Disp | Percentage off MSRP | 5% | | | | | | | | | | | | | |
| Lexicon | | | X | | X | X | | | X | X | X | | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | | |
| Lightware | | | X | X | X | X | | X | | X | X | | | | |
| All Items | Percentage off MSRP | 6% | | | | | | | | | | | | | |
| Logitech | | | X | X | X | X | X | X | X | X | X | X | | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | | |
| Lumens | | | X | X | | | | X | | X | X | | | | |
| All Items | Percentage off MSRP | 20% | | | | | | | | | | | | | |
| Luxel | | | X | X | X | X | X | | | X | X | | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | | |
| Mackie | | | X | | | X | X | | | X | X | | | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | | |
| Marantz | | | X | | | X | X | | X | X | X | | | | |
| All Items | Percentage off MSRP | 20% | | | | | | | | | | | | | |
| Martin | | | X | | | | | | | X | X | | | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | | |
| Marshall Furniture | | | | | | | X | | | X | X | | X | | |
| All Items | Cost Plus | 16% | | | | | | | | | | | | | |
| Mediasite (AKA Sonic Foundry). | | | | | | | | | | X | X | | | | |
| Hardware and service | Cost Plus | 16% | | | | | | | | | | | | | |
| Mediamatrix | | | X | | X | | | | | X | X | | | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | | |
| Mersive | | | X | X | X | X | | X | | X | X | | | | |
| Hardware | Percentage off MSRP | 15% | | | | | | | | | | | | | |
| Software / Renewals | Percentage off MSRP | 5% | | | | | | | | | | | | | |
| Meyer Sound | | | X | | X | X | | | X | X | X | | | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | | |
| Microcall | | | X | | | | | | X | X | X | | | | |
| All Items | Percentage off MSRP | 7% | | | | | | | | | | | | | |
| Microsoft | | | X | X | X | X | X | X | X | X | X | X | X | | |

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| Surface Hub | Percentage off MSRP | 1% | | | | | | | | | | | | |
| Middle Atlantic | | | | | | | X | X | | | X | X | | X |
| All Items | Percentage off MSRP | 25% | | | | | | | | | | | | |
| MultiTaction | | | | X | X | X | | | | X | X | | | X |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Mutare | | | X | | | | | | X | X | X | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Mux Lab | | | X | X | X | X | X | X | | X | X | X | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | |
| Nanolumens | | | | X | X | X | X | | | X | X | X | X | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | |
| Neat | | | X | X | X | X | | X | | X | X | | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | |
| Nectar | | | X | | | | | | X | X | X | | | |
| All Items | Percentage off MSRP | 12% | | | | | | | | | | | | |
| Netgear | | | X | X | | X | X | | | X | X | | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | |
| Newline | | | X | X | | | | | | X | X | | | X |
| Pro Series Displays | Percentage off MSRP | 15% | | | | | | | | | | | | |
| Prosumer / Residential Disp | Percentage off MSRP | 5% | | | | | | | | | | | | |
| Newtek | | | X | X | | X | X | | | X | X | | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | |
| Nice | | | X | | | | | | X | X | X | | | |
| All Items | Percentage off MSRP | 6% | | | | | | | | | | | | |
| Nitel | | | | | X | | | | X | X | X | | | |
| All Items | Percentage off MSRP | 8% | | | | | | | | | | | | |
| Nureva | | | X | X | X | | | X | | X | X | | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | |
| Oblong | | | X | X | X | X | | X | X | X | X | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Onkyo | | | X | | | | | | | X | X | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Panasonic | | | X | X | X | X | X | X | | X | X | X | X | |
| Projectors | Percentage off MSRP | 30% | | | | | | | | | | | | |
| Pro Series Displays | Percentage off MSRP | 16% | | | | | | | | | | | | |
| Prosumer / Residential Disp | Percentage off MSRP | 5% | | | | | | | | | | | | |
| Accessories (Lenses, bulbs) | Percentage off MSRP | 15% | | | | | | | | | | | | |
| PTZ Cameras | Percentage off MSRP | 15% | | | | | | | | | | | | |
| Broadcast Cameras and equ | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Peavey | | | X | | | | | | | | X | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Phillips | | | X | X | | | | | | X | X | X | | |
| Pro Series Displays | Percentage off MSRP | 6% | | | | | | | | | | | | |
| Prosumer / Residential Disp | Percentage off MSRP | 5% | | | | | | | | | | | | |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Pioneer | | | X | | | | | | | | X | X | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Planar | | | X | X | X | X | X | X | | | X | X | | X |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Peerless | | | | | | | X | | | | X | X | | X |
| Display Mounts | Percentage off MSRP | 30% | | | | | | | | | | | | |
| Kiosks and Outdoor Display | Percentage off MSRP | 5% | | | | | | | | | | | | |
| Poly / HP | | | X | X | X | X | X | X | | | X | X | | |
| All Items | Percentage off MSRP | 6% | | | | | | | | | | | | |
| Accessories | Percentage off MSRP | 2% | | | | | | | | | | | | |
| Headsets | | | X | | | | | | X | | X | X | | |
| Office H Series Headsets | Cost Plus | 10% | | | | | | | | | | | | |
| Adapters & SOTA | Cost Plus | 10% | | | | | | | | | | | | |
| Cisco Headsets | Cost Plus | 10% | | | | | | | | | | | | |
| Wireless Headsets | Cost Plus | 15% | | | | | | | | | | | | |
| UC Headsets | Cost Plus | 10% | | | | | | | | | | | | |
| Avaya Wireless | Cost Plus | 13% | | | | | | | | | | | | |
| Small/Home Office | Cost Plus | 20% | | | | | | | | | | | | |
| M Series Mobile | Cost Plus | 15% | | | | | | | | | | | | |
| Calisto | Cost Plus | 20% | | | | | | | | | | | | |
| PC Headsets | Cost Plus | 20% | | | | | | | | | | | | |
| Aviation Headsets | Cost Plus | 20% | | | | | | | | | | | | |
| Spare Parts | Cost Plus | 20% | | | | | | | | | | | | |
| Non-Listed Headsets | Percentage off MSRP | 5% | | | | | | | | | | | | |
| Premier Mounts | | | | | | | X | | | | X | X | | X |
| All Items | Percentage off MSRP | 20% | | | | | | | | | | | | |
| Primeview | | | X | X | X | X | X | | | | X | X | | X |
| Video Walls | Percentage off MSRP | 16% | | | | | | | | | | | | |
| PTZ Optics | | | X | X | X | | | X | | | X | X | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Qomo | | | X | X | | X | | | | | X | X | | X |
| All Items | Cost Plus | 16% | | | | | | | | | | | | |
| QSC | | | X | | X | X | | | | | X | X | | |
| All Items | Percentage off MSRP | 20% | | | | | | | | | | | | |
| Q-SYS | | | X | X | X | X | | X | | | X | X | | |
| All Items | Percentage off MSRP | 18% | | | | | | | | | | | | |
| RDL | | | X | | | | X | | | | X | X | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| RGB Spectrum | | | X | X | X | X | X | | | | X | X | | |
| All Items | Percentage off MSRP | 20% | | | | | | | | | | | | |
| Rane | | | X | | | | | | | | X | X | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Renkus Heniz | | | X | | | | | | X | | X | X | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Ring Central | | | X | | | | | | X | X | X | | |
| All Items | Percentage off MSRP | 9% | | | | | | | | | | | |
| Salamader | | | | | | | X | | | X | X | | X |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | |
| Samsung | | | X | X | | X | X | | | X | X | X | X |
| Pro Series Displays | Percentage off MSRP | 18% | | | | | | | | | | | |
| Prosumer / Residential Disp | Percentage off MSRP | 5% | | | | | | | | | | | |
| Screen Beam | | | X | X | X | X | | X | | X | X | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | |
| Sennheiser | | | X | X | X | X | | X | | X | X | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | |
| Sharp | | | X | X | X | X | | X | | X | X | | |
| Projectors | Percentage off MSRP | 15% | | | | | | | | | | | |
| Pro Series Displays | Percentage off MSRP | 10% | | | | | | | | | | | |
| Prosumer / Residential Disp | Percentage off MSRP | 5% | | | | | | | | | | | |
| Shure | | | X | | X | X | X | | | X | X | | |
| All Items | Percentage off MSRP | 25% | | | | | | | | | | | |
| SingleWire | | | X | | | | | | X | X | X | | |
| All Items | Percentage off MSRP | 6% | | | | | | | | | | | |
| Smart | | | X | X | X | X | | X | | X | X | X | |
| All Items | Cost Plus | 16% | | | | | | | | | | | |
| Sony | | | X | X | X | X | X | X | | X | X | | |
| Projectors | Percentage off MSRP | 27% | | | | | | | | | | | |
| Pro Series Displays | Percentage off MSRP | 20% | | | | | | | | | | | |
| Prosumer / Residential Disp | Percentage off MSRP | 5% | | | | | | | | | | | |
| Cameras | Percentage off MSRP | 20% | | | | | | | | | | | |
| All other accessories | Percentage off MSRP | 5% | | | | | | | | | | | |
| Soundcraft | | | X | | | | | | | X | X | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | |
| Sound Control Technologies | | | X | X | X | X | X | | | X | X | | X |
| All Items | Percentage off MSRP | 8% | | | | | | | | | | | |
| Spectralink | | | X | | | | | | X | X | X | | |
| All Items | Percentage off MSRP | 4% | | | | | | | | | | | |
| Spectrum Furniture | | | | | | | X | | | X | X | | X |
| All Items | Percentage off MSRP | 25% | | | | | | | | | | | |
| Spectrum VOIP | | | X | | | | | | X | X | X | | |
| All Items | Percentage off MSRP | 12% | | | | | | | | | | | |
| Startech | | | X | X | | | X | | | X | X | | X |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | |
| Steelcase | | | X | X | X | X | X | X | | X | X | | X |
| All Items | Percentage off MSRP | 3% | | | | | | | | | | | |
| Stewart Audio | | | X | | | | | | | X | X | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | |
| Studer | | | X | | | | | | | X | X | | |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | |
| Surge X | | | | | | | X | | | X | X | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Tangoe | | | X | | | | | | X | X | X | | | |
| All Items | Percentage off MSRP | 7% | | | | | | | | | | | | |
| Tannoy | | | X | | | X | X | | | X | X | | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | |
| Teac | | | X | | | | | | | X | X | | | |
| All Items | Percentage off MSRP | 20% | | | | | | | | | | | | |
| Tricaster | | | X | X | | X | X | | | X | X | | | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | |
| Tripplite | | | | | | | X | | | X | X | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| TOA | | | X | | | | | | | X | X | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Unilumin | | | | X | | X | X | | X | X | X | | | X |
| Video Walls | Percentage off MSRP | 30% | | | | | | | | | | | | |
| Unimax | | | | | | | | | X | X | X | | | |
| All Items | Percentage off MSRP | 9% | | | | | | | | | | | | |
| Vaddio | | | | | | | | X | | X | X | | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | |
| Viewsonic | | | X | X | X | X | | X | | X | X | X | X | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Vivitek | | | X | X | | | | X | | X | X | | | |
| All Items | Cost Plus | 10% | | | | | | | | | | | | |
| Wacom | | | | X | | X | X | | | X | X | | | X |
| All Items | Cost Plus | 10% | | | | | | | | | | | | |
| West Penn | | | | | | | X | | | X | X | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Windy City Wire | | | | | | | X | | | X | X | | | |
| All Items | Cost Plus | 15% | | | | | | | | | | | | |
| Wolfvision | | | X | X | | | | X | | X | X | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Yamaha | | | X | X | | X | | X | | X | X | | | |
| All Items | Percentage off MSRP | 15% | | | | | | | | | | | | |
| Yealink | | | X | X | | | | X | | X | X | | | |
| All Items | Percentage off MSRP | 10% | | | | | | | | | | | | |
| Zoom | | | | | | | | X | | X | X | | | |
| All Items | Percentage off MSRP | 2% | | | | | | | | | | | | |
| Non-Listed AV Equipment | | | X | X | X | X | X | X | X | X | X | X | X | |
| All Items | Percentage off MSRP | 5% | | | | | | | | | | | | |
| Ground Shipping | | | X | X | X | X | X | X | X | X | X | X | X | |
| All ground shipping under 99 pounds | | No Charge | | | | | | | | | | | | |

Freight may apply in the following instances:
Rush or overnight delivery.
Oversized items (including DIM weight), which includes orders greater than 100 pounds.
Custom products which include orders requiring staging, pre- configuration/pre-assembly, or custom installation according to members specification.
Freight charges estimated at time of quotation

Custom products are not returnable.

| AVI-SPL Professional Services | Zone 1 | Zone 2 | Zone 3 | Per Hour |
|---|---|---|---|---|
| Project Management | $141.67 | $155.83 | $177.08 | Per Hour |
| Project Coordination | $96.67 | $106.33 | $120.83 | Per Hour |
| A/V Design / Engineering | $150.00 | $165.00 | $187.50 | Per Hour |
| CAD | $86.67 | $95.33 | $108.33 | Per Hour |
| Programming | $150.00 | $165.00 | $187.50 | Per Hour |
| Commissioning | $120.00 | $132.00 | $150.00 | Per Hour |
| Tech Installation / Tech Shop | $105.00 | $110.00 | $140.00 | Per Hour |
| Unified Communications Design, Consulting & Implementation | 162.00 | $175.00 | $183.00 | Per Hour |
| Union/Subcontractor/Prevailing Wage Installation | Varies by state and municipality custom line item | | | |
| Managed Services Onsite and Remote | Custom Quote Minimum 5% off discount | | | |
| AVI-SPL Symphony | Custom Quote Minimum 5% off discount | | | |
| A/V Support | Custom Quote Minimum 5% off discount | | | |
| Elite Advantage | Custom Quote Minimum 5% off discount | | | |
| Elite | Custom Quote Minimum 5% off discount | | | |
| Phone Support | Custom Quote Minimum 5% off discount | | | |
| VNOC | Custom Quote Minimum 5% off discount | | | |

Rates shown are calculated and billed during normal business hours M-F 8AM - 5PM.
Any work performed outside of these times will be billed as overtime hours

| |
|---|
| Zone 1: All other states not listed in other Zones |
| Zone 2: Washington DC, Minnesota, Pennsylvania, Texas & Wisconsin |
| Zone 3: Alaska, California, Hawaii, Massachusetts, New York & Washington |

Agenda Item R.10. 2/17/2026

## SUBJECT

Approve construction contract with Robert Binns Roofing, Inc. for the copper roof repairs of the existing Bartow Courthouse roof. ($285,600.00 one-time expense).

## DESCRIPTION

The Facilities Management Division requested Procurement to solicit bids from qualified roofing contractors who were interested providing all labor, material, supervision, equipment required to perform select repairs to the 39 year-old copper roof at the courthouse located at 225 North Broadway Avenue, Bartow, Florida.

Bid 25-615, Bartow Courthouse - Roof Repairs was issued, and 2 contractors submitted bids. The lowest responsive bid was submitted by Robert Binns Roofing, Inc.

| Company | Location | Total |
|---|---|---|
| Robert Binns Roofing, Inc. | Winter Haven, FL | $ 272,000.00 |
| Springer-Peterson Roofing & Sheet Metal | Lakeland, FL | $ 633,640.00 |

A recommendation of award was issued to Robert Binns Roofing, Inc., and no protests were received. In accordance with Resolution No. 13-066, $13,600.00 was added to the contract for allowance work for a total contract amount of $285,600.00 The contract time for this project is 90 days. Allowance time for the project is 13 days.

## RECOMMENDATION

Request Board approve construction contract with Robert Binns Roofing, Inc. in the amount of $285,600.00 for Bid 25-615, Bartow Courthouse - Roof Repairs.

## FISCAL IMPACT

Funds are available in the General Capital Improvement Fund.

## CONTACT INFORMATION

Tabatha Shirah

Sr. Procurement Analyst

863.534.5935

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

**PART E –CONTRACT**

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

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at its own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid #: 25-615 .

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

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

Article 2. Contract Price: The Contract price includes the total bid price of $ **272,000.00** plus the Allowance Work amount of $ **13,600.00** the total sum being $ **285,600.00**. This total contract price shall be reduced by the unused amount of the allowance if such Work is not completed.

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

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Beneficial Occupancy within 15 calendar days from the Start Date memorialized within the Notice to Proceed. The Certificate of Substantial Completion shall be executed once Beneficial

Occupancy has been reached. The County and the Contractor agree the balance of all Work to be performed after execution of the Certificate of Substantial Completion shall be complete within 60 days from the date noted on the Certificate of Substantial Completion and shall be evidenced by execution of the Certificate of Final Completion. The Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 90 days. The allowance time for this project is 13 days.

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

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

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

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

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

ATTEST: STACY M. BUTTERFIELD, CLERK

BY: _____
DEPUTY CLERK

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

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

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency.

Noah Wilcox 2/6/26

County Attorney's Office Date

ATTEST:

Corporate Secretary

**SEAL**

CRISTIE LEA AGUILAR
Notary Public - State of Florida
Commission # HH 341697
My Comm. Expires Dec 14, 2026
Bonded through National Notary Assn.

CONTRACTOR: Robert Binns Roofing, Inc.

BY: _____

Authorized Corporate Officer or Individual

Robert Binns

(Printed or Typed Name of Signer)

President

(Printed or Typed Title of Signer)

5918 State Road 542, Winter Haven, Fl 33880

(Business Address of Contractor)

863-984-9685

(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF FLORIDA County OF POLK

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐online notarization this _____(Date) by Robert Binns (Name of officer or agent) as President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☑ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 2/2/2026 (Date) _____ (Official Notary Signature and Notary Seal)
Cristie L Aguilar (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

CRISTIE LEA AGUILAR
Notary Public - State of Florida
Commission # HH 341697
My Comm. Expires Dec 14, 2026
Bonded through National Notary Assn.

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 _____

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

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

**BINNS, ROBERT W**

ROBERT BINNS ROOFING INC
5918 W COUNTY RD 542
WINTER HAVEN FL 33880

**LICENSE NUMBER: CCC1325548**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/27/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

## EXHIBIT II: PUBLIC CONSTRUCTION BOND

### FRONT PAGE
### F.S. CHAPTER 255.05

| | |
|---|---|
| BOND NO.: | 41K237952 |
| CONTRACTOR NAME: | Robert Binns Roofing, Inc. |
| CONTRACTOR ADDRESS: | 5918 W. County Rd. 542, Winter Haven, FL 33880 |
| CONTRACTOR PHONE NO: | (863)-984-9685 |
| SURETY COMPANY: | The Ohio Casualty Insurance Company<br>175 Berkley Street<br>Boston, MA 02116 |
| OWNER NAME:<br>OWNER ADDRESS:<br><br>OWNER PHONE NO: | Polk County, a political subdivision of the State of Florida<br>330 W. Church St<br>Bartow, FL 33830<br>(863) 534-6757 |
| OBLIGEE NAME: (if contracting entity is different from the owner, the contracting public entity) | |
| OBLIGEE ADDRESS: | |
| OBLIGEE PHONE NO: | |
| BOND AMOUNT: | $ **285,600.00** |
| CONTRACT NUMBER: | **Bid 25-615** |
| GENERAL DESCRIPTION OF PROJECT: | **Bartow Courthouse Roof Repairs** |
| PROJECT LOCATION: | |

EXHIBIT II (cont'd): PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That Robert Binns Roofing, Inc., as Principal, and The Ohio Casualty Insurance Company, as Surety, located at

175 Berkley Street, Boston, MA 02116, (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of $285,600.00) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract executed between Principal and County for construction of the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and
3. Pays County all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

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

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

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

IN WITNESS WHEREOF, this instrument is executed this 2 day of February, 2026.

ATTEST:

Witness

Witness

PRINCIPAL: Robert Binns Roofing, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

Robert Binns
Printed Name

President
Title of Person Signing Above

ATTEST:

Witness

Witness

SURETY: The Ohio Casualty Insurance Company
Printed Name

BY: _____ (SEAL)
Attorney in Fact

Taylor Wagner, Attorney-in-Fact
Printed Name

P.O. Box 2868
Business Address

Lakeland, FL 33806

## EXHIBIT III: PAYMENT OF STORED MATERIALS

As regards payment for stored materials on Bid # 25-615, and the inclusion by Robert Binns Roofing, Inc. (Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

**AS TO THE PERFORMANCE BOND**:

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

**AS TO THE LABOR AND MATERIALS PAYMENT BOND:**

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

Entered into this 2 day of February, 2026, by _____

The Ohio Casualty Insurance Company (Name of Surety)

_____

Authorized signature of Surety

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214937-984127**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel F. Wagner Jr, Taylor Wagner

all of the city of Lakeland state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of October, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of October, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 2 day of February, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**Job: 25024**
**Check: 52320**

# UNCONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

WAIVER TOTAL: $ 36,990.00

The undersigned has been paid and has received a progress payment in the sum shown above for labor, services, equipment or material furnished to Southland Construction, Inc. on the job of MCD WESLEY CHAPEL MEADOW PT NEW STORE located at 31431 WESLEY CHAPEL BLVD WESLEY CHAPEL, FL 33543 and does hereby release any lien or right to claim a lien for labor services, equipment or materials that the undersigned has on the above referenced job to the following extent:

1. This release covers a progress payment for labor, services, equipment, or material furnished to Southland Construction, Inc. through 01/05/2026 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date.

2. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release.

This release shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated: 2/5/2026

ROBERT BINNS ROOFING, INC

By: _____

Print Name: Robert Binns

Title: President

Personally appeared before the undersigned authority, Robert Binns (the affiant) who on oath states that he/she is the President of ROBERT BINNS ROOFING, INC; that he/she is fully authorized to execute the within and above instrument on behalf of the company and thereby bind the company thereto; and that the facts stated, and the representations and warranties made, by company in the within and foregoing instrument are true and correct.

Sworn to and subscribed before me this, 5th day of Feb., 20 26.

Notary Public

My Commission Expires: 12-14-26

(NOTARIAL SEAL)

CRISTIE LEA AGUILAR
Notary Public - State of Florida
Commission # HH 341697
My Comm. Expires Dec 14, 2026
Bonded through National Notary Assn.

NOTICE: THIS DOCUMENT WAIVES RIGHTS *UNCONDITIONALLY* AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A *CONDITIONAL* RELEASE FORM.

**Job: 25025**
**Check: 52321**

# UNCONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

WAIVER TOTAL: $ 36,315.00

The undersigned has been paid and has received a progress payment in the sum shown above for labor, services, equipment or material furnished to Southland Construction, Inc. on the job of MCD RIVERVIEW WIMAUMA NEW STORE located at 14330 S US HWY 301 RIVERVIEW, FL 33598 and does hereby release any lien or right to claim a lien for labor services, equipment or materials that the undersigned has on the above referenced job to the following extent:

1. This release covers a progress payment for labor, services, equipment, or material furnished to Southland Construction, Inc. through 01/05/2026 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date.

2. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release.

This release shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated: 2/5/2026

ROBERT BINNS ROOFING, INC

By: _____

Print Name: Robert Binns

Title: Robert Binns Roofing, Inc.

Personally appeared before the undersigned authority, Robert Binns (the affiant) who on oath states that he/she is the President of ROBERT BINNS ROOFING, INC; that he/she is fully authorized to execute the within and above instrument on behalf of the company and thereby bind the company thereto; and that the facts stated, and the representations and warranties made, by company in the within and foregoing instrument are true and correct.

Sworn to and subscribed before me this, 5th day of Feb., 20 26.

_____
Notary Public

My Commission Expires: 12-14-26

(NOTARIAL SEAL)

CRISTIE LEA AGUILAR
Notary Public - State of Florida
Commission # HH 341697
My Comm. Expires Dec 14, 2026
Bonded through National Notary Assn.

NOTICE: THIS DOCUMENT WAIVES RIGHTS *UNCONDITIONALLY* AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A *CONDITIONAL* RELEASE FORM.

# AM Best Rating Services

## The Ohio Casualty Insurance Company

BestLink **AMB #: 002378 NAIC #: 24074 FEIN #: 310396250**

**Mailing Address**
175 Berkeley Street
Boston, Massachusetts 02116
United States

**Web:** www.LibertyMutualGroup.com
**Phone:** 513-603-2400
**Fax:** 513-603-3179
View Additional Address Information

**AM Best Rating Unit:** AMB #: 051114 - Liberty Mutual Holding Company Inc.
Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.




View additional news, reports and products for this company.

Based on AM Best's analysis, 051114 - Liberty Mutual Holding Company Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

### Best's Credit Ratings

**Financial Strength** View Definition

| | |
|---|---|
| **Rating (Rating Category):** | A (Excellent) |
| **Affiliation Code:** | p (Pooled) |
| **Outlook (or Implication):** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | September 10, 2025 |
| **Initial Rating Date:** | June 30, 1924 |

**Long-Term Issuer Credit** View Definition

| | |
|---|---|
| **Rating (Rating Category):** | a (Excellent) |
| **Outlook (or Implication):** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | September 10, 2025 |
| **Initial Rating Date:** | July 21, 2005 |

**Financial Size Category** View Definition

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

### Best's Credit Rating Analyst

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

**Director:** Raymond Thomson, CPCU, ARe, ARM

**Senior Director:** Carlos Wong-Fupuy

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

### Disclosure Information

**Disclosure Information Form**
View AM Best's Rating Disclosure Form

**Press Release**
AM Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
September 10, 2025

# O

## Ohio Casualty Insurance Company (The)

(NAIC #24074)

BUSINESS ADDRESS: 175 Berkeley Street, Boston, MA 02116
PHONE: (617) 357-9500
UNDERWRITING LIMITATION b/: $283,381,000
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY
INCORPORATED IN: New Hampshire

## Ohio Farmers Insurance Company

(NAIC #24104)

BUSINESS ADDRESS: P.O. BOX 5001, WESTFIELD CENTER, OH 44251 - 5001
PHONE: (330) 887-0101
UNDERWRITING LIMITATION b/: $281,956,000
SURETY LICENSES c,f/: AL, AZ, AR, CO, DE, DC, FL, GA, IL, IN, IA, KY, LA, MD, MA, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, NC, ND, OH, OK, PA, RI, SC, SD, TN, TX, UT, VA, WA, WV, WI, WY
INCORPORATED IN: Ohio

## Ohio Indemnity Company

(NAIC #26565)

BUSINESS ADDRESS: 250 E. Broad St., 7th Floor, Columbus, OH 43215 - 0000
PHONE: (614) 228-2800
UNDERWRITING LIMITATION b/: $7,951,000
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY
INCORPORATED IN: Ohio

## Oklahoma Surety Company

(NAIC #23426)

BUSINESS ADDRESS: P.O. Box 1409, Tulsa, OK 74101

## PART D – EXHIBITS

### EXHIBIT I: BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Robert Binns Roofing, Inc. (hereinafter called the Principal) and The Ohio Casualty Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of MA, and authorized to do business in the State of Florida, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, in the full and just sum of Thirteen Thousand Six Hundred dollars ($ 13,600.00 ) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of Bid 25-615, Bartow Courthouse – Roof Repairs.

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

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

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 17th day of December 20 25 .

ATTEST:

Witness

Witness

PRINCIPAL: Robert Binns

BY: _____ (SEAL)
Authorized Signature (Principal)

Robert Binns
Printed Name

President
Title of Person Signing Above

ATTEST:

Witness

Witness

SURETY: The Ohio Casualty Insurance Company
Printed Name

BY: _____ (SEAL)
Attorney in Fact

Daniel F. Wagner Jr.
Printed Name

P.O. Box 2868, Lakeland, FL 33806
Business Address

NOTES:

1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.

2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201369

# POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel F. Wagner, Taylor Wagner

all of the city of Lakeland state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of June, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of June, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Marion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 17th day of December, 2025

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co_062018

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/08/2025

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

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

| | |
|---|---|
| **PRODUCER** | **CONTACT NAME:** Christine Klimczak |
| Brown & Brown Insurance Services, Inc.<br>140 Fountain Parkway N<br>Suite 600<br>St. Petersburg FL 33716 | **PHONE (A/C, No, Ext):** (727) 461-6044 **FAX (A/C, No):** (727) 442-7695<br>**E-MAIL ADDRESS:** Christine.Klimczak@bbrown.com |
| **INSURED**<br>Robert Binns Roofing, Inc.<br>5918 E County Rd 542 W<br>Winter Haven FL 33880 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A:** W. R. Berkley Insurance Group — 018252<br>**INSURER B:** Auto-Owners Insurance Company — 18988<br>**INSURER C:** Certain Underwriters at Lloyds — 15792<br>**INSURER D:**<br>**INSURER E:**<br>**INSURER F:** |

**COVERAGES** **CERTIFICATE NUMBER:** 25-26 Master **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | CGL0252206 | 03/16/2025 | 03/16/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 56-227788-00 | 10/16/2025 | 10/16/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP | $ 1,000,000<br>$<br>$<br>$<br>$ 10,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 0 | | | CX0253553 | 03/16/2025 | 03/16/2026 | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $ 2,000,000<br>$ 2,000,000<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| C | Pollution | | | CPL00026002 | 03/16/2025 | 03/16/2026 | Pollution Aggregate | $500,000 |

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

Robert W Binns as Qualifier, License # CCC1325548
All Work performed for Polk County
Certificate holder is Additional Insured on a primary non-contributory basis with respect to General Liability if required by written contract. A Waiver of Subrogation in favor of certificate holder applies to General Liability if required by written contract.

**CERTIFICATE HOLDER**

Polk County, a political subdivision of the State of Florida
330 West Church Street
Room 150
Bartow FL 33830

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/27/2024

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

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

**PRODUCER**
FRSA Self Insurers Fund, Inc.
4099 Metric Drive
Winter Park, FL 32792

CONTACT NAME: Certificate Desk
PHONE (A/C, No, Ext): (800) 767-3772 ext. 200
FAX (A/C, No): (407) 671-2520
E-MAIL ADDRESS: cert@frsasif.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: FRSA Self Insurers Fund / Safety National Casualty | 15105 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**
Robert Binns Roofing, Inc.
5918 E. County Road 542
Winter Haven, FL 33880

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>OTHER: | | | N/A | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | N/A | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | UMBRELLA LIAB ☐ OCCUR<br>EXCESS LIAB ☐ CLAIMS-MADE<br>DED RETENTION $ | | | N/A | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 870-033481 | 01/01/2025 | 01/01/2026 | X PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | Binns, Robert William: 05/03/2005 to 10/27/2026 | | | | | | | |

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

REMARKS: Non-cancelable, without 30 days prior written notice, except for non-payment of premium which will be a 10 day written notice.

Robert W Binns as Qualifier, License #CCC1325548

All work performed for Polk County

**CERTIFICATE HOLDER**

Attn:

Polk County, a political subdivision of the State of Florida
330 West Church Street
Room 150
Bartow, FL 33830

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
Debra Guidry CPCU
Administrator

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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Polk County, a political subdivision of the State of Florida

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

| Endorsement Effective | Policy No. | Endorsement No. Premium |
|---|---|---|
| 01/01/2025 | 870-033481 | |

**Named Insured**

Robert Binns Roofing, Inc.
5918 E. County Road 542

Winter Haven, FL 33880

**Insurance Company**

FRSA Self Insurers Fund, Inc.
/Safety National Casualty

Countersigned by Debbie Guidry



© 1983 National Council on Compensation Insurance.

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA**
**DEPARTMENT OF FINANCIAL SERVICES**
**DIVISION OF WORKERS' COMPENSATION**

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

**CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 10/27/2024 **EXPIRATION DATE:** 10/27/2026

**PERSON:** ROBERT BINNS **EMAIL:** OFFICE@ROBERTBINNSROOFING.COM

**FEIN:** 431951384

**BUSINESS NAME AND ADDRESS:**

ROBERT BINNS ROOFING, INC.

5918 COUNTY ROAD 542 W

WINTER HAVEN, FL 33880

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

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IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

## EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of POLK )
SS
County of FLORIDA )
Robert Binns, being first duly sworn, deposes and says that:

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

Signature: _____ Title: President

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 17th day of Dec, 2025, by Robert Binns (*name*) as _____ (*title of officer*) of Robert Binns Roofing, Inc (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Cristie L. Aguilar

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

CRISTIE LEA AGUILAR
Notary Public - State of Florida
Commission # HH 341697
My Comm. Expires Dec 14, 2026
Bonded through National Notary Assn.

## EXHIBT XVIII: CERTIFICATE OF COMPLIANCE

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

Bid # Bid 25-615

Robert Binns Roofing, Inc.
Contractor

Signature

Robert Binns
Printed Name of Signer

02/02/2026
Date

PART C – BID SHEETS AND ACKNOWLEDGEMENT FORM (Lump Sum Price)
**NAME OF PROJECT:** Bid 25-615, Bartow Courthouse – Roof Repairs

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

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

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

ALL THE FOLLOWING REQUESTED INFORMATION MUST BE

HEREUPON GIVEN FOR THIS BID SUBMITTAL TO BE

CONSIDERED BY THE COUNTY

**1. BID PRICE** $ 272,000.00

WRITTEN AMOUNT (SPELL OUT) Two Hundred Seventy -Two Thousand DOLLARS

NO/100 CENTS

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

**2. CONTRACT TIME TO COMPLETION OF THIS PROJECT** 45 CALENDAR DAYS FOR FINAL COMPLETION

**NAME OF BIDDER** Robert Binns Roofing, Inc.
(type or printed firm, corporation, business or individual)

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

CCC1325548
State Certification Number

Robert Binns
Individual's Name (Print or Type)

Polk County Registration Number

Individual's Name (Print or Type)

17318
Polk County Business Receipt Tax
(Business License)

Robert Binns Roofing, Inc.
Company Name (Print or Type)

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

Addendum No. 1 Date 12/5/2025

Addendum No. _____ Date _____

Addendum No. _____ Date _____

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

Submittal Date 12/16/2025
(Bid Receiving Date)

BIDDER: Robert Binns Roofing, Inc.

BY: _____
(Authorized Signature – in ink)

Robert Binns
(Printed Name of Signer)

President
(Printed Title of Signer)

5918 County Road 542 West — Address
Winter Haven — City
FI — State
33880 — Zip Code

863-984-9685
Telephone Number

Email Address Lalbritton@robertbinnsroofing.com

**ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION**

STATE OF FLORIDA COUNTY OF POLK The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this_____ day of _____ 202__, by Robert Binns (name) as President title of officer) of Robert Binns Roofing, Inc.(entity name), on behalf of the company, who X is personally known to me or __ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Cristie L Aguilar

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

CRISTIE LEA AGUILAR
Notary Public - State of Florida
Commission # HH 341697
My Comm. Expires Dec 14, 2026
Bonded through National Notary Assn.

Type

**ACKNOWLEDGEMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY**

STATE OF _____ COUNTY OF _____The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this_____ day of _____ 202__, by _____(name) as _____(title of officer) of the Company, pursuant to the powers conferred_____(entity name), on behalf of the company, who __ is personally known to me or __ has produced _____ as identification.

Notary Public Signature:_____

Printed Name of Notary Public:_____

Notary Commission Number and Expiration:_____

(AFFIX NOTARY SEAL)

**ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL**

STATE OF _____ County OF _____

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

Commission Number _____ Commission Expiration Date _____

**EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of POLK )
SS
County of FLORIDA )
Robert Binns, being first duly sworn, deposes and says that:

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

Signature: _____ Title: President

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 17th day of Dec, 2025, by Robert Binns (*name*) as _____ (*title of officer*) of Robert Binns Roofing, Inc (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Cristie L. Aguilar

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

CRISTIE LEA AGUILAR
Notary Public - State of Florida
Commission # HH 341697
My Comm. Expires Dec 14, 2026
Bonded through National Notary Assn.

## EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of FLORIDA )

SS

County of POLK )

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

1. They are President of Robert Binns Roofing, Inc. , hereafter referred to as the Subcontractor;
   They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to _____ the Contractor for certain work in connection with Bid: 25-615, Bartow Courthouse – Roof Repairs.
2. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;
3. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
4. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed _____

Title President

STATE OF ☑.

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 17 day of DEC, 2025, by Robert Binns (*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: Cristie Aguilar

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

CRISTIE LEA AGUILAR
Notary Public - State of Florida
Commission # HH 341697
My Comm. Expires Dec 14, 202[illegible]
Bonded through National Notary Ass[illegible]

## EXHIBIT VI: AFFIDAVIT OF PERCENTAGE OF WORK

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Supplemental Conditions of the contract documents for Bid # 25-615
- Understands that during Bid Analysis they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work. An updated copy will be required at contract close-out, detailing exact dollar figures paid to each subcontractor performing work under this contract.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be non-responsive.

Bidder must sign and have notarized:

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

Dated this 17 day of December, 2025

Name of Firm Robert Binns Roofing, Inc.

By _____

President

Title of Person Signing

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 17 day of Dec., 2025, by Robert Binns (*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: Cristie L. Aguilar

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

CRISTIE LEA AGUILAR
Notary Public - State of Florida
Commission # HH 341697
My Comm. Expires Dec 14, 2026
Bonded through National Notary Assn.

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

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

Robert Binns
Printed Name

President
Title


Signature

12/17/2025
Date

**EXHIBIT VI-B: GOOD FAITH EFFORT DOCUMENTATION**

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

| | Division of Work | Results of Good Faith Effort |
|---|---|---|
| 1. | **N/A** | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |

## EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE

General:

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

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

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

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

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

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

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

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

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

## EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

### CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

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

Contractor's Name: Robert Binns Roofing, Inc.

Address: 5918 State Road 542, Winter Haven, Fl 33880

---

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

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

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

Robert Binns
Printed Name

President
Title


Signature

02/02/2026
Date

## EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that Robert Binns Roofing, Inc. does:
(Name of Business)

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

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

Bidders Signature

12/17/2025
Date

## EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM

Bidder must sign and have notarized:

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

Dated this 2 Day of February 2026

Name of Firm: Robert Binns Roofing, Inc.

By: President
Title of Person Signing

This foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 2nd day of February, 2026, by Robert Binns (*name*) as President (*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: Cristie L Aguilar

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

CRISTIE LEA AGUILAR
Notary Public - State of Florida
Commission # HH 341697
My Comm. Expires Dec 14, 2026
Bonded through National Notary Assn.

**EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS**
Bid 25-615, Bartow Courthouse – Roof Repairs

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

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

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

Company Name: Robert Binns Roofing, Inc.

Signature: _____

Title: President

Date: 12/17/2025

State of: FLORIDA

County of: POLK

The foregoing instrument was acknowledged before me by means of X physical presence or __ online notarization, this 17 day of Dec, 20 25 by Robert Binns (name) as President (title of officer) of Robert Binns Roofing, Inc. (entity name), on behalf of the company, who X is personally known to me or __ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Cristie L Aguilar

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

CRISTIE LEA AGUILAR
Notary Public - State of Florida
Commission # HH 341697
My Comm. Expires Dec 14, 2026
Bonded through National Notary Assn.

- Name of the client – Florida Southern College
- Address of the client – 111 Lake Hollingsworth Dr Lakeland, FL 33801
- Contact person to include: Jon Camp
- Phone number and email address – jcamp@floridasouthern.edu
- Brief description of the project. Installed custom copper roof on church stemple
- Project address – 310 Frank Lloyd Wright Way
- Date project completed. July 2025
- List of all subcontractors used for project. N/A

- Name of the client Southland Construction
- Address of the client – 172 W 4th St Apopka, FL 32703
- Contact person to include: Tyler Carr
- Phone number and email address 407-889-9844 – tylerc@scifl.com
- Brief description of the project. Installed standing seam metal roof
- Project address – I-95 Rest Area Mims, FL
- Date project completed. August 2025
- List of all subcontractors used for project. N/A

- Name of the client - Rodda Construction
- Address of the client – 250 E Highland Dr Lakeland
- Contact person to include: Jason Rodda
- Phone number and email address 863-669-0990 – Jason@roddaconstruction.com
- Brief description of the project. Installed standing seam metal roof on gym
- Project address – Lake Gibson Middle School -6901 n Socrum Loop Rd Lakeland, FL
- Date project completed. March 2025
- List of all subcontractors used for project. N/A

- Name of the client – Semco Construction
- Address of the client 205 Century Blvd – Bartow, FL
- Contact person to include: Steve Anderson
- Phone number and email address -863-533-7193 – sanderson@semco.cc
- Brief description of the project. installed new gutter and downspouts
- Project address - Poinciana High School - 2300 S. Poinciana Blvd, Kissimmee, FL 34758
- Date project completed. November 2019
- List of all subcontractors used for project. N/A

- Name of the client – Strickland Construction
- Address of the client 1441 E Gary Rd Lakeland, FL
- Contact person to include: Tyler
- Phone number and email address Tyler@stricklandconstructioninc.com 863-683-8048
- Brief description of the project. Installed standing seam metal roof
- Project address Polk Sally Port – 455 N Broadway Ave Bartow, FL
- Date project completed. November 2025
- List of all subcontractors used for project.

o Employee name – Logan Albritton

o Years of experience - 15

o Years with company – 15

- Lake Gibson Middle School Gym
- Polk County EMS Reroof
- I-95 Rest Area

o Employee name – Tom Kidwell

o Years of experience - 25

o Years with company – 7

- Lake Gibson Middle School Gym
- Polk County EMS Reroof
- I-95 Rest Area

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 17318 CLASS: B+ EXPIRES: 09/30/2026

| OWNER NAME | LOCATION |
|---|---|
| ROBERT WILLIAM BINNS | 5918 CR 542 W<br>WINTER HAVEN |

BUSINESS NAME AND MAILING ADDRESS

BINNS, ROBERT ROOFING INC
ROBERT BINNS ROOFING INC
ROBERT WILLIAM BINNS
5918 CR 542 W
WINTER HAVEN, FL 33880

| CODE | ACTIVITY TYPE |
|---|---|
| 230250 | CONTRACTOR ROOFING |
| 230000 | LTD NON-LICENSED CONSTRUCTION |

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 - 3414331 07/14/2025 HSP TP 57.75 BINNS, ROBERT ROOFING INC

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

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

**BINNS, ROBERT W**

ROBERT BINNS ROOFING INC
5918 W COUNTY RD 542
WINTER HAVEN FL 33880

**LICENSE NUMBER: CCC1325548**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/27/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

872

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/08/2025

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

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

| PRODUCER | CONTACT NAME: Christine Klimczak | |
|---|---|---|
| Brown & Brown Insurance Services, Inc.<br>140 Fountain Parkway N<br>Suite 600<br>St. Petersburg FL 33716 | PHONE (A/C, No, Ext): (727) 461-6044 | FAX (A/C, No): (727) 442-7695 |
| | E-MAIL ADDRESS: Christine.Klimczak@bbrown.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: W. R. Berkley Insurance Group | 018252 |
| INSURER B: Auto-Owners Insurance Company | 18988 |
| INSURER C: Certain Underwriters at Lloyds | 15792 |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**
Robert Binns Roofing, Inc.
5918 E County Rd 542 W
Winter Haven FL 33880

**COVERAGES** **CERTIFICATE NUMBER:** 25-26 Master **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | CGL0252206 | 03/16/2025 | 03/16/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 56-227788-00 | 10/16/2025 | 10/16/2026 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | PIP | $ 10,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 0 | | | CX0253553 | 03/16/2025 | 03/16/2026 | EACH OCCURRENCE | $ 2,000,000 |
| | | | | | | | AGGREGATE | $ 2,000,000 |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| C | Pollution | | | CPL00026002 | 03/16/2025 | 03/16/2026 | Pollution Aggregate | $500,000 |

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

Robert W Binns as Qualifier, License # CCC1325548
All Work performed for Polk County
Certificate holder is Additional Insured on a primary non-contributory basis with respect to General Liability if required by written contract. A Waiver of Subrogation in favor of certificate holder applies to General Liability if required by written contract.

**CERTIFICATE HOLDER**

Polk County, a political subdivision of the State of Florida
330 West Church Street
Room 150
Bartow FL 33830

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/27/2024

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

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

**PRODUCER**
FRSA Self Insurers Fund, Inc.
4099 Metric Drive
Winter Park, FL 32792

CONTACT NAME: Certificate Desk
PHONE (A/C, No, Ext): (800) 767-3772 ext. 200
FAX (A/C, No): (407) 671-2520
E-MAIL ADDRESS: cert@frsasif.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: FRSA Self Insurers Fund / Safety National Casualty | 15105 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**
Robert Binns Roofing, Inc.
5918 E. County Road 542
Winter Haven, FL 33880

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | N/A | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | N/A | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB ☐ CLAIMS-MADE | | | N/A | | | AGGREGATE | $ |
| | DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | N/A | Y | 870-033481 | 01/01/2025 | 01/01/2026 | X PER STATUTE ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | Binns, Robert William: 05/03/2005 to 10/27/2026 | | | | | | | |

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

REMARKS: Non-cancelable, without 30 days prior written notice, except for non-payment of premium which will be a 10 day written notice.

Robert W Binns as Qualifier, License #CCC1325548

All work performed for Polk County

**CERTIFICATE HOLDER**

Attn:

Polk County, a political subdivision of the State of Florida
330 West Church Street
Room 150
Bartow, FL 33830

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
Debra Guidry CPCU
Administrator

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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Polk County, a political subdivision of the State of Florida

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

| Endorsement Effective | Policy No. | Endorsement No. Premium |
|---|---|---|
| 01/01/2025 | 870-033481 | |

**Named Insured**

Robert Binns Roofing, Inc.
5918 E. County Road 542

Winter Haven, FL 33880

**Insurance Company**

FRSA Self Insurers Fund, Inc.
/Safety National Casualty

Countersigned by Debbie Guidry



© 1983 National Council on Compensation Insurance.

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA**
**DEPARTMENT OF FINANCIAL SERVICES**
**DIVISION OF WORKERS' COMPENSATION**

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

**CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 10/27/2024 **EXPIRATION DATE:** 10/27/2026

**PERSON:** ROBERT BINNS **EMAIL:** OFFICE@ROBERTBINNSROOFING.COM

**FEIN:** 431951384

**BUSINESS NAME AND ADDRESS:**

ROBERT BINNS ROOFING, INC.

5918 COUNTY ROAD 542 W

WINTER HAVEN, FL 33880

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

---

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

## BID REGISTRATION

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

**Bid Number and Title:** 25-615, Bartow Courthouse – Roof Repairs

**Description:** Provide all labor, material, supervision, equipment, and Overhead and Profit (OH&P) required to perform the roof repairs at 225 North Broadway Avenue, Bartow, Florida 33831 in accordance with bid documents.

**Receiving Period:** Wednesday, December 17, 2025, Prior to 2:00 p.m.

**Bid Opening:** Wednesday, December 17, 2025, 2:00 p.m.

**Special Instructions:** A **MANDATORY** pre-bid will be held Wednesday, November 19, 2025, 2:00 p.m. at the Polk County Administration building, located at 330 W. Church St, Fourth Floor, Conference Room 407, Bartow, FL 33830. **A MANDATORY site visit will immediately follow** 225 North Broadway Avenue, Bartow, Florida 33831. An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's Submittal will be considered non-responsive.

To obtain a copy of the plans and exhibits please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**Bid 25-615, Bid Attachments**, select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

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

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

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

Company Name: Robert Binns Roofing, Inc.

Contact Person: Logan Albritton

Mailing Address: 5918 County Road 542 West

City: Winter Haven State: Florida Zip Code: 33880

Phone #: 863-984-9685 E-Mail: Lalbritton@robertbinnsroofing.com

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

SOLICITATION NO.: Bid: 25-615

PROJECT NAME: Bartow Courthouse - Roof Repairs

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

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

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

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

iv. The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:
   a. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
   b. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars ($1,000,000).

ATTEST:

By: Cristie L. Aguilera
PRINTED NAME: Cristie L. Aguilera
Its: Payroll Coordinator

a _____

By: _____
PRINTED NAME: Robert Binns
Its: President

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

PROJECT NAME: Bartow Courthouse – Roof Repairs

The undersigned, as an authorized officer of the contractor identified below (the "Contractor"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "County"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "Contract"), as follows:

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

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

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

Executed this 2nd day of February, 2026.

ATTEST:

By: _____

PRINTED NAME: Christie L. Aguilera

Its: Payroll Coordinator

CONTRACTOR: Robert Binns Roofing, Inc.

By: _____

PRINTED NAME: Robert Binns

Its: President

**Exhibit XXIII 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 Robert Binns (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.

Robert Binns Roofing, Inc.
**NONGOVERNMENTAL ENTITY**

**SIGNATURE**

Robert Binns
**PRINT NAME**

President
**TITLE**

02/02/2026
**DATE**

# POLK COUNTY,
# A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

## BIDDING, CONTRACT DOCUMENTS AND SPECIFICATIONS FOR:

# BARTOW COURTHOUSE – ROOF REPAIRS

BID FILE NO: # 25-615
County Project #: 5700041

ISSUE DATE: November 10, 2025


PROCUREMENT DIVISION

330 W CHURCH ST, RM 150

DRAWER AS05, P.O. BOX 9005

BARTOW, FLORIDA 33830/33831-9005

**Website**: www.polk-county.net

**Sr. Procurement Analyst:** Tabatha Shirah, CPP

**E-Mail:** tabathashirah@polkfl.gov

**Main Number:** (863) 534-6757

**Fax:** (863) 534-6789

# BID REGISTRATION

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

**Bid Number and Title:** 25-615, Bartow Courthouse – Roof Repairs

**Description:** Provide all labor, material, supervision, equipment, and Overhead and Profit (OH&P) required to perform the roof repairs at 225 North Broadway Avenue, Bartow, Florida 33831 in accordance with bid documents.

**Receiving Period:** Wednesday, December 17, 2025, Prior to 2:00 p.m.

**Bid Opening:** Wednesday, December 17, 2025, 2:00 p.m.

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To obtain a copy of the plans and exhibits please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**Bid 25-615, Bid Attachments**, select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

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

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

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

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ E-Mail: _____

## Table of Contents

**BARTOW COURTHOUSE – ROOF REPAIRS** ..... 1
**BID REGISTRATION** ..... 2
**PART A – BIDDING REQUIREMENTS** ..... 8
**INVITATION FOR BID** ..... 8
**INSTRUCTION TO BIDDERS** ..... 8
**PART B – CONDITIONS OF CONTRACT** ..... 23
**GENERAL CONDITIONS** ..... 23
ARTICLE 1 – CONTRACT DOCUMENTS ..... 23
ARTICLE 2 – DEFINITIONS ..... 23
ARTICLE 3 – PRELIMINARY MATTERS ..... 26
**3.1 Delivery of Bonds** ..... 26
**3.2 Copies of Documents** ..... 26
**3.3 Commencement of Contract Time; Notice to Proceed** ..... 26
**3.4 Starting the Work** ..... 26
**3.5 Before Starting Construction** ..... 26
ARTICLE 4 – CONTRACT DOCUMENTS, GOVERNING LAW AND VENUE, INTENT, DISCREPANCIES, AMENDING AND REUSE ..... 28
**4.1 Precedence** ..... 28
**4.2 Conflicts** ..... 29
**4.3 Amending** ..... 29
ARTICLE 5 – PROJECT CONDITIONS ..... 30
**5.1 Availability of Lands** ..... 30
**5.2 Subsurface and Physical Conditions** ..... 30
**5.3 Limited Reliance by Contractor Authorized Technical Data** ..... 30
**5.4 Unknown or Concealed Conditions** ..... 31
**5.5 Physical Conditions – Underground Facilities** ..... 31
**5.6 Reference Points** ..... 32
**5.7 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material** ..... 33
Article 6 - BONDS, INSURANCE, INDEMNIFICATION ..... 34
**6.1 Public Construction Bond and Other Bonds** ..... 34
**6.2 Certificates of Insurance** ..... 34

**6.3 Contractor's Liability Insurance** ..... 35
**6.4 Receipt and Application of Insurance Proceeds** ..... 37
**6.5 Indemnification** ..... 37
ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES ..... 38
**7.1 Supervision and Superintendence** ..... 38
**7.2 Labor, Material and Equipment** ..... 39
**7.3 Substitute Material or Equipment** ..... 39
**7.4 Concerning Subcontractors** ..... 40
**7.5 Patent Fees and Royalties** ..... 41
**7.6 Permits** ..... 41
**7.7 Laws and Regulations** ..... 41
**7.8 Taxes** ..... 41
**7.9 Use of Premises** ..... 42
**7.10 Record Documents** ..... 42
**7.11 Safety and Protection** ..... 42
**7.12 Drug Free Work Place Policy** ..... 45
**7.13 Emergencies** ..... 45
**7.14 Submittals and Samples** ..... 46
**7.15 Cleaning Up** ..... 47
ARTICLE 8 – OTHER WORK ..... 47
ARTICLE 9 – COUNTY'S RESPONSIBILITIES ..... 47
ARTICLE 10 – PROFESSIONAL'S STATUS DURING CONSTRUCTION ..... 48
**10.1 County's Representative** ..... 48
**10.2 Visits to the Site** ..... 48
**10.3 Clarifications and Interpretations** ..... 48
**10.4 Rejecting Defective Work** ..... 48
**10.5 Resident Engineer or Architect** ..... 48
**10.6 Decisions on Disagreements** ..... 48
**10.7 Limitation on Professional's Responsibilities** ..... 49
ARTICLE 11 – CHANGES IN THE WORK ..... 49
**11.1 Changes** ..... 49
ARTICLE 12 – CHANGE OF CONTRACT PRICE ..... 50

**12.1 The Contract Price** ..... 50
**12.2 Cost of Work** ..... 51
**12.3 Contractor's Mark-Up** ..... 53
ARTICLE 13 – CHANGE OF CONTRACT TIME ..... 53
ARTICLE 14 - UNCONTROLLABLE FORCES (FORCE MAJEURE) ..... 54
ARTICLE 15 – WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK ..... 55
**15.1 Warranty and Guarantee** ..... 55
**15.2 Tests and Inspections** ..... 55
**15.3 Access to the Work** ..... 56
**15.4 Uncovering the Work** ..... 56
**15.5 Stop Work** ..... 57
**15.6 Correction or Removal of Defective Work** ..... 57
**15.7 Acceptance of Defective Work** ..... 57
**15.8 Neglected Work by Contractor** ..... 57
ARTICLE 16 – PAYMENT AND COMPLETION ..... 58
**16.2 Application for Progress Payment** ..... 58
**16.3 Contractor's Warranty of Title** ..... 59
**16.4 Approval of Payments** ..... 59
**16.5 Substantial Completion** ..... 61
**16.6 Beneficial Occupancy** ..... 62
**16.7 Final Inspection** ..... 63
**16.8 Final Application for Payment** ..... 63
**16.9 Final Payment and Acceptance** ..... 64
**16.10 Waiver of Claims** ..... 64
ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION ..... 65
**17.1 Suspension of Work** ..... 65
**17.2 Termination For Cause** ..... 65
**17.3 Termination for Convenience** ..... 66
ARTICLE 18 – DISPUTES ..... 67
ARTICLE 19 – MISCELLANEOUS ..... 68
ARTICLE 20 - Unauthorized Alien(s): ..... 68
ARTICLE 21 - EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) ..... 69

ARTICLE 23 – ALLOWANCES ..... 69
**23.1 Allowance Work** ..... 70
ARTICLE 24 – ANNUAL APPROPRIATIONS ..... 70
ARTICLE 25 – PUBLIC RECORDS LAW ..... 71
ARTICLE 26 – NO CONSTRUCTION AGAINST DRAFTER ..... 72
SUPPLEMENTARY CONDITIONS ..... 73
**SPECIAL CONDITIONS** ..... 83
PART D – **EXHIBITS** ..... 89
EXHIBIT I: BID BOND ..... 90
EXHIBIT II: PUBLIC CONSTRUCTION BOND ..... 92
EXHIBIT III: PAYMENT OF STORED MATERIALS ..... 95
EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER ..... 96
EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR ..... 97
EXHIBIT VI: AFFIDAVIT OF PERCENTAGE OF WORK ..... 98
EXHIBIT VI-A: SUBCONTRACTOR LIST ..... 99
EXHIBIT VI-B: GOOD FAITH EFFORT DOCUMENTATION ..... 100
EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE ..... 101
EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY ..... 102
EXHIBIT IX: DRUG-FREE WORKPLACE FORM ..... 104
EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM ..... 105
EXHIBIT XI: APPLICATION FOR PAYMENT ..... 106
EXHIBIT XII: CONTRACTOR CERTIFICATION OF DISBURSEMENT ..... 107
EXHIBIT XIII: CERTIFICATE OF SUBSTANTIAL COMPLETION ..... 109
EXHIBIT XIV: CERTIFICATE OF FINAL COMPLETION ..... 110
EXHIBIT XV: MATERIALS AND EQUIPMENT STORED ON-SITE ..... 111
EXHIBIT XVII: CHANGE ORDER ..... 113
EXHIBT XVIII: CERTIFICATE OF COMPLIANCE ..... 114
EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS ..... 115
EXHIBIT XX: STATEMENT OF NO BID ..... 116
EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM ..... 117
EXHIBIT XXII EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION ..... 118
Exhibit XXIII Affidavit Regarding the Use of Coercion for Labor or Services ..... 119

**PART E –CONTRACT** ..... 120
PART F – TECHNICAL SPECIFICATIONS ..... 124

# PART A – BIDDING REQUIREMENTS

## INVITATION FOR BID

| |
|---|
| **NAME OF BID:** Bartow Courthouse – Roof Repairs |
| |
| **BID NUMBER:** 25-615<br>**PUBLIC CONSTRUCTION BOND IS REQUIRED.** |
| |
| **PRE-BID CONFERENCE:** A **MANDATORY** pre-bid will be held Wednesday, November 19, 2025, 2:00 p.m. at the Polk County Administration building, located at 330 W. Church St, Fourth Floor, Conference Room 407, Bartow, FL 33830. **A MANDATORY site visit will immediately follow.** |
| |
| **BID DUE/DATE/TIME**: Wednesday, December 17, 2025, PRIOR TO 2:00P.M. |
| **DATE/TIME OF BID OPENING:** Wednesday, December 17, 2025, AT 2:00 P.M. Or As Soon As Possible Thereafter |
| **PLACE OF BID OPENING:** PROCUREMENT DIVISION, 330 WEST CHURCH STREET, ROOM 150, BARTOW, FLORIDA 33830 |
| **DEADLINE FOR QUESTIONS FROM BIDDERS**: Wednesday, December 3, 2025 by 4:00 p.m. |

## INSTRUCTION TO BIDDERS

1.0 Bids

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

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

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

- Part C – Bid Sheets and Acknowledgement Form,

    - With the manual signature of an authorized representative of the company or their designee,
    - Bid prices must be entered on the Part C – Bid Sheets and Acknowledgement Form (no other bid submittals will be accepted),
    - All information requested on pages 86-88.
- Exhibit I, Bid Bond.
- Exhibit IV, Non-Collusion Affidavit of Prime Bidder.
- Exhibit VI, Affidavit of Percentage of Work (this requirement does not include Exhibit VIA and Exhibit VIB).
- All additional information requested as a “must” item in any Addendum.
- All corrections made by the Bidder to the Bid Sheets and Acknowledgement Form should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. Should a price correction not be acknowledged, lowest price will prevail.
- One original copy of the complete Bid Submittal must be tendered.

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

- These items include:
    - Exhibit II, Public Construction Bond
    - Exhibit III, Payment of Stored Materials
    - Exhibit V, Non-Collusion Affidavit of Subcontractor
    - Exhibit VI-A, Subcontractor List
    - Exhibit VI-B, Good Faith Effort Documentation
    - Exhibit VII, Trench Safety Act Compliance
    - Exhibit VIII, Equal Employment Opportunity
    - Exhibit IX, Drug-Free Work Place Form
    - Exhibit X, Safety Requirements/Regulations
    - Exhibit XVIII, Certificate of Compliance
    - Exhibit XIX, Affidavit Certification Immigration Laws
    - Exhibit XXI, Scrutinized Companies Certification
    - Exhibit XXII, Employment Eligibility Verification (E-Verify) Certification
    - Exhibit XXIII, Affidavit Regarding the Use of Coercion for Labor or Services
    - Any items called for in the Supplementary Conditions

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

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

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

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

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

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

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

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

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

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

2.0 Pre-Qualifications

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

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

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

3.0 Joint Venture

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

4.0 Bid Errors

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

5.0 No Bid

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

6.0 Discounts

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

7.0 Material and Construction

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

8.0 Conflict of Interest

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

9.0 Assignment of Contract

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

10.0 Recommendation of Bid Award/Rejection of Bids

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

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

11.0 Approval of Contract

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

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

12.0 Security Forfeiture

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

13.0 Laws, Codes and Regulations

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

14.0 Safety Requirements/Regulations

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

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

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

15.0 Liquidated Damages

Bidders are hereby advised that if the Contract documents so indicate, a reasonable amount for liquidated damages may be assessed for Contractor's failure to meet stated specifications, schedule, or other relevant issues as determined by the County. Information regarding the composition of liquidated damages can be found in the Supplementary Conditions. The liquidated damages are not intended as a penalty.

16.0 Standard Basis for Bidding

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

17.0 Preconstruction Conference

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

18.0 Florida Public Entity Crime Statute

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

19.0 Preference for Drug-Free Workplace

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

20.0 Requirement to list Subcontractors

The successful Contractor shall provide a list of all proposed subcontractors, other persons or entities (including those who are to furnish materials or equipment fabricated to a special design), the associated costs, and company classification on Exhibit VI-A, Subcontractor List, upon request by Procurement Staff. Exhibit VI-A may be requested during the bid analysis and again at the project close-out. The list must contain all subcontracted areas of work including those areas of work being self-performed. The

total of work noted on this list must match the bid amount stated on Part C, Bid Submittal.

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

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

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

22.0 Equal Opportunity for Contractors and Subcontractors

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

23.0 Additions/Revision/Deletions

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

24.0 Unit Prices

Unless otherwise stated in this document unit prices will be utilized to adjust the total compensation due the successful Bidder based on actual quantities provided as part of the Work and verified by the County. Significant changes in quantities, including deletion of any particular item are possible. Negotiation of unit prices shall not be allowed except under conditions of Force Majeure, where those conditions are sufficiently documented to the full satisfaction of the County. No other claim to negotiate unit prices will be considered.

25.0 Code of Ethics

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

26.0 Questions

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

27.0 Bid Protest

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

28.0 Prohibition Against Considering Vendor Interests

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

29.0 Local Preference

It is the policy of the Board of County Commissioners to afford local preference to Polk County entities in the award of bids. Preference shall be administered in accordance with the following:

When bids are received that do not exceed $3,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 2% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than $3,000,000.00 but do not exceed $5,000,000.00, and the lowest price is offered by an entity located outside of Polk

County, and the next lowest price is offered by an entity located in Polk County, and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest-price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than $5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within .5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

For purposes of this provision 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.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

30.0 Vendor Preference

It is the policy of the Board of County Commissioners to afford vendor preference to women or minority owned entities in the award of bids. Preference shall be administered in accordance with the following:

When sealed bids are received that do not exceed $3,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than $3,000,000.00 but do not exceed $5,000,000.00, and the lowest price is offered by a non-women or minority owned entity

located outside of Polk County, and a price is offered by a women or minority owned entity that is within 1% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than $5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within .5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

The term “Women or Minority Owned Entity” means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any deferral, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

**Bid Submittal instructions**

Respondents must submit one (1) original copy of the bid submittal prior to 2:00 p.m. on the bid receiving date. Bids must be submitted in a "sealed" parcel or electronically through Polk County's secure website, Kiteworks. Bids will be publicly opened at 2:00 p.m. on receiving date.

***Sealed Parcel Submittal:***

If you are submitting a sealed parcel bid, please cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

| **Sealed Bid. DO NOT OPEN** | |
|---|---|
| **Sealed Bid Number** | 25-615 |
| **Bid Title** | Bartow Courthouse – Roof Repairs |
| **Due Date/Time:** | December 17, 2025, prior to 2:00 pm |
| **Submitted by:** | |
| **Deliver To:** | Polk County Procurement Division<br><br>330 West Church Street, Room 150, Bartow, Florida 33830 |

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

***Electronic Bid Submittal:***

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

For PDF documents "Bid 25-615 – Title of Document"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for Bid Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this

website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

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

# PART B – CONDITIONS OF CONTRACT

## GENERAL CONDITIONS

### ARTICLE 1 – CONTRACT DOCUMENTS

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

### ARTICLE 2 – DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 3 – PRELIMINARY MATTERS

### 3.1 Delivery of Bonds

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

### 3.2 Copies of Documents

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

### 3.3 Commencement of Contract Time; Notice to Proceed

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

### 3.4 Starting the Work

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

### 3.5 Before Starting Construction

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

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

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

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

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

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

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

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

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

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

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

### 4.1 Precedence

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

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

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

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

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

**4.2 Conflicts**

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

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

**4.3 Amending**

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

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

### 4.4 Reuse of Documents

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

## ARTICLE 5 – PROJECT CONDITIONS

### 5.1 Availability of Lands

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

### 5.2 Subsurface and Physical Conditions

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

### 5.3 Limited Reliance by Contractor Authorized Technical Data

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

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

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

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

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

### 5.4 Unknown or Concealed Conditions

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

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

### 5.5 Physical Conditions – Underground Facilities

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

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

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

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

### 5.6 Reference Points

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

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

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

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

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

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

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

## Article 6 - BONDS, INSURANCE, INDEMNIFICATION

### 6.1 Public Construction Bond and Other Bonds

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

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

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

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

### 6.2 Certificates of Insurance

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

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

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

### 6.3 Contractor's Liability Insurance

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

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

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

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

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

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

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

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

| | |
|---|---|
| Bodily Injury & Property Damage Liability | $1,000,000 |
| Combined Single Limit Each Accident | |

These policies will provide that:

1) The insurer(s) waive their rights of subrogation in favor of the **County**, their officials, employees, agents and consultants for Workers' Compensation and General Liability.

2) The **County**, a political subdivision of the State of Florida, shall be named as an additional insured with respect to liability arising from the work performed for the County by the Contractor (as defined by the scope of this bid and subsequent contract) for Automotive and General Liability policies of insurance. This should be stated on Certificate(s) of Insurance and subsequently endorsed into the policies. Renewal notices to be sent to the Procurement Division.

3) The **Contractor** shall not be given Notice to proceed under this contract until it has obtained all the insurance required by the Contract Documents and such insurance has been approved by the **County**. The original insurance certificates shall be given to:

Polk County, a political subdivision of the State of Florida

P.O. Box 9005, Drawer AS05

Bartow, Florida 33830

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

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

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

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

### 6.4 Receipt and Application of Insurance Proceeds

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

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

### 6.5 Indemnification

6.5.1 The **Contractor** shall indemnify, defend (by counsel reasonably acceptable to County) and hold harmless the County and its employees and agents from and against

all liabilities, claims, suits, demands, damages, losses and expenses, including attorney fees, including, but not limited to or resulting from the performance of its Work, provided that any such liability, claim, suit, demand, damage, loss or expenses (a) is attributable to bodily injury, personal injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting therefrom; and (b) is caused in whole or in part by an act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

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

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

## ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

### 7.1 Supervision and Superintendence

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

7.1.2 The **Contractor** shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to

the **County**, through the **Professional**, except under extraordinary circumstances. The superintendent will be the **Contractor's** representative at the site and shall have authority to act on behalf of the **Contractor**. All communications to the superintendent shall be as binding as if given to the **Contractor**.

### 7.2 Labor, Material and Equipment

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

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

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

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

### 7.3 Substitute Material or Equipment

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

7.3.2 This paragraph applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) initiated and developed by the **Contractor** for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of the end result. VECPs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The **Contractor** must state that they are submitting a VECP proposal. The VECP shall be submitted to the **County** through the **Professional.** The **County** reserves the right to reject, at their discretion, any VECP submittal. As a minimum, the following information shall be submitted by the Contractor with each VECP:

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

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

### 7.4 Concerning Subcontractors

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

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

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

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

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

## 7.5 Patent Fees and Royalties

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

## 7.6 Permits

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

## 7.7 Laws and Regulations

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

## 7.8 Taxes

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

## 7.9 Use of Premises

7.9.1 The **Contractor** shall confine their equipment, storage of material, storage of equipment and the operations of their workers to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents. The **Contractor** shall not unreasonably encumber the site with material and equipment. Any loss or damage to the **Contractor's** or any Subcontractor's equipment is solely at the risk of the **Contractor**.

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

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

## 7.10 Record Documents

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

## 7.11 Safety and Protection

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

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

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

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

7.11.2 The **Contractor** is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The **Contractor** shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock Out/Tag Out of Hazardous Energy. The **Contractor** is required to comply with OSHA Standards regardless of the number of employees they may have.

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

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

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

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

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

| | |
|---|---|
| First violation: | The correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the **County**. |
| Second violation | May result in work stoppage until the violation is corrected. The work stoppage shall not entitle the **Contractor** to additional contract time or compensation. Liquidated damages provision will remain in full force and effect. |

| | |
|---|---|
| Third violation | This may constitute a breach of contract for safety violations and may result in termination of the contract, at the sole discretion of the **County**. |

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

7.11.4 Should the work site be in a hazardous area, the **County** may furnish the **Contractor** with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets or any other information that would assist the **Contractor** in the planning of a safe work site.

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

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

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

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

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

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

### 7.12 Drug Free Work Place Policy

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

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

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

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

### 7.13 Emergencies

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

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

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

## 7.14 Submittals and Samples

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

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

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

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

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

## 7.15 Cleaning Up

7.15.1 The **Contractor** shall maintain the site free from accumulations of waste material, rubbish and other debris or contaminates resulting from the work, at a minimum, on a daily basis or as otherwise required. At the completion of the work, the **Contractor** shall remove all waste material, rubbish and debris from the site as well as all tools, construction equipment, machinery and surplus material; and will leave the site clean and ready for occupancy by the **County**. All disposals shall be in accordance with applicable laws and regulations. In addition to any other rights available to the **County** under the Contract Documents, the **Contractor's** failure to maintain the site may result in withholding of any amounts due the **Contractor.** The **Contractor** will restore to original condition those portions of the site not designated for alteration by the Contract Documents.

## ARTICLE 8 – OTHER WORK

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

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

## ARTICLE 9 – COUNTY'S RESPONSIBILITIES

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

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

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

## ARTICLE 10 – PROFESSIONAL'S STATUS DURING CONSTRUCTION

### 10.1 County's Representative

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

### 10.2 Visits to the Site

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

### 10.3 Clarifications and Interpretations

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

### 10.4 Rejecting Defective Work

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

### 10.5 Resident Engineer or Architect

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

### 10.6 Decisions on Disagreements

10.6.1 The **Professional** shall interpret the requirements of the Contract Documents and determine the acceptability of the Work. If the **Contractor** disagrees with the **Professional's** opinion, the **Contractor** shall refer claims, disputes and other matters relating to the acceptability of the Work or their interpretation of the requirements of the Contract Documents initially to the **Professional** in writing with a request for a formal decision. The **Professional** will render in writing their opinion concerning the **Contractor's** request for a formal decision and shall submit same to the **Project**

**Manager.** After receipt of the Professional's written opinion and all information requested from the **Contractor**, the **Project Manager** shall render a formal decision in writing, which shall then be conveyed to the **Contractor** by the **Professional.** Written notice of each claim, dispute and other matter shall be delivered by the **Contractor** to the **Professional** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Professional** within fifteen (15) calendar days after the occurrence unless the **Professional** allows additional time. If the **Contractor** fails to strictly comply with these notices and submittal time periods, the **Contractor** shall be deemed to have waived their right to assert a claim the **Contractor** might otherwise have had concerning the matter.

### 10.7 Limitation on Professional's Responsibilities

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

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

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

## ARTICLE 11 – CHANGES IN THE WORK

### 11.1 Changes

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

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

and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

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

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

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

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

## ARTICLE 12 – CHANGE OF CONTRACT PRICE

### 12.1 The Contract Price

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

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

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

12.1.3.1 Designated Unit Price (Field Measure)

The **Contractor** and the **County** recognize and acknowledge that the quantities shown for those items designated in the Bid Submittal (Part C) as unit price items are

approximations prepared by the **County** for bid purposes and that the actual compensation payable to the **Contractor** for the utilization of these items is based upon the application of unit prices to the actual quantities of items involved as measured in the field and required to complete the Work as originally defined in the Contract Documents.

When it is determined by the **County** that an addition, deletion or revision to the Work as defined in these Contract Documents is required and affects the quantities required for items designed in the Bid Submittal (Part C) as unit price items, the **Contractor** and the **County** agree that the compensation payable to the Contractor for the unit price items shall be adjusted accordingly by a Change Order based upon the application of the appropriate unit prices shown in the Bid Submittal (Part C) to the quantity of the unit price item required to complete the Work as defined in the Contract Documents.

12.1.3.2 Other Unit Prices

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

12.1.3.3 Lump Sum

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

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

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

## 12.2 Cost of Work

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

12.2.1.1 Labor (payroll, taxes, fringe benefits, worker's compensation, health and retirement benefits, sick leave)
12.2.1.2 Owned Equipment (at lowest applicable equipment manual rate) (Blue Book Value)
12.2.1.3 Rented Equipment (at actual rental rate)
12.2.1.4 Material
12.2.1.5 Supplies
12.2.1.6 Subcontractors' Costs
12.2.1.7 Bonds and Insurance
12.2.1.8 Contractor's Fee (per 12.3)
12.2.1.9 Permit Fees

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

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

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

12.2.3.2 Extraordinary fringe benefits not specifically identified in Article 12.2.1.1.

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

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

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

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

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

### 12.3 Contractor's Mark-Up

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

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

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

### 12.4 Prompt Processing of Change Orders

12.4.1 Pursuant to §218.755, Fla. Stat., for any contract for construction services, if (1) County receives from Vendor a price quote for a change order requested or issued by the County for construction services, and (2) the price quote conforms to all statutory requirements and contractual requirements for the project, then County shall approve or deny the price quote and send written notice of that decision to Vendor within thirty-five (35) days after receipt of such quote. If the County issues a denial notice, then the County shall specify the alleged deficiencies in the price quote and the actions necessary to remedy those deficiencies. If the County fails to provide the contractor with a notice in compliance with this section, then the change order and price quote are deemed approved, and the County shall pay the contractor the amount stated in the price quote upon the completion of the change order.

## ARTICLE 13 – CHANGE OF CONTRACT TIME

13.1 The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to the **Professional** within seven (7) calendar days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to the **Project Manager**

within fifteen (15) calendar days after the occurrence, unless the **Professional** allows additional time. All claims submitted by the **Contractor** for adjustments to the Contract Time must set forth in detail the reasons for and causes of the delay and clearly indicate why the subject delay was beyond the **Contractor's** control or fault.

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

## ARTICLE 14 - UNCONTROLLABLE FORCES (FORCE MAJEURE)

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

14.2 Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient

detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay.

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

## ARTICLE 15 – WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK

### 15.1 Warranty and Guarantee

15.1.1 The **Contractor** warrants and guarantees to the **County** that all material and equipment will be new, unless otherwise specified; and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals or all applicable building, construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the **Contractor** by the **Project Manager**. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

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

### 15.2 Tests and Inspections

15.2.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested

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

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

### 15.3 Access to the Work

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

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

### 15.4 Uncovering the Work

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

15.4.2 If any work has been covered which either the **Professional** or the **Project Manager** has not specifically requested to observe, or if the **Professional** or the **Project Manager** considers it necessary or advisable that covered work be inspected or tested by others, the **Contractor**, upon written request of the **Professional** or the **Project Manager**, shall uncover, expose or otherwise make available for observation, inspection or testing that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, the **Contractor** shall bear the expense of such uncovering, exposure, observation, inspection, testing and

satisfactory reconstruction. If, however, such work is not found to be defective, the **Contractor** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if it makes a claim as provided in Articles 11, 12 and 13.

### 15.5 Stop Work

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

### 15.6 Correction or Removal of Defective Work

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

### 15.7 Acceptance of Defective Work

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

### 15.8 Neglected Work by Contractor

15.8.1 If the **Contractor** neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the **Professional** may direct the **Contractor** to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen and/or equipment working

extended hours and additional days, all at no cost to the **County**, in order to put the Work back on schedule. If the **Contractor** fails to correct the deficiency or take appropriate corrective action, the **County** may terminate the contract or **Contractor's** right to proceed with that portion of work and have the work done by others. The cost of completion under such procedure shall be charged against the **Contractor**. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due the **Contractor** are not sufficient to cover such amount, the **Contractor** shall pay the difference to the **County**.

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

## ARTICLE 16 – PAYMENT AND COMPLETION

### 16.1 Schedule of Values

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

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

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

16.2.1 At least seven (7) calendar days before the date established for each progress payment (but not more often than once a month), **Contractor** shall submit the following to the **Professional f**or review: (i) an Application for Payment filled out and signed by the **Contractor** covering the work completed as of the date of the Application; (ii) a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers (as further described in Subsection 16.2.2 below) in a

form the County will designate and provide to the **Contractor,** and (iii) all other supporting documentation as is required by the Contract Documents. If payment is requested on the basis of material and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the **County** has received the material and equipment free and clear of all liens and evidence that the material and equipment are covered by appropriate property insurance and other arrangements to protect the **County's** interest therein, all of which will be satisfactory to the **County**. Payment is subject to retainage in accordance with F.S. 218.735. The amount of retainage is 5% in accordance with the contract document or as provided in F.S. 218.735.

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

### 16.3 Contractor's Warranty of Title

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

### 16.4 Approval of Payments

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

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

a) The Work has progressed to the point indicated;

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

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

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

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

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

a) The Work is defective;

b) The Contract Price has been reduced by Change Order;

c) The **County** has been required to correct defective work or complete work in accordance with Article 15;

d) Claims have been filed against the **County** for which the **Contractor** may be liable; and/or

e) The work was executed unsatisfactorily; the **Contractor** failed to clean up as required in Article 7 or the work is otherwise not in compliance with these Contract Documents.

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

**16.5 Substantial Completion**

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

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

16.5.3 Deficiency List. The Certificate of Substantial Completion shall include a list prepared by the **Professional** (the "Deficiency List") of final work items remaining, which must be completed to render the Work, or specified portion thereof, complete, satisfactory, and acceptable in accordance with the Contract Documents. The Deficiency List shall include those items from the **Contractor's** list described in Section 16.5.2 above which remain incomplete or uncorrected as of the date of Substantial Completion, along with any other incomplete or unsatisfactory items as determined by

the **Professional** or the **Project Manager**. Failure to include on the Deficiency List any corrective work or pending items not yet completed shall not alter the responsibility of the **Contractor** to complete all the construction services purchased pursuant to the Contract Documents. The **Professional,** in consultation with the **County**, shall establish a date for completion of the items identified in the Deficiency List, and this date for completion shall be noted on the Certificate of Substantial Completion. The **Professional** shall also include an estimated cost to complete each item on the Deficiency List. Should the **Contractor** fail to complete the items by the date noted on the Certificate of Substantial Completion, the **County** may complete the item and deduct the costs from the final Application for Payment.

16.5.4 Project Closeout and Payment of Retainage. In accordance with Section 255.077(4), Fla. Stat., within 20 business days after developing the Deficiency List, and after receipt of a proper invoice or payment request, the **County** shall pay the **Contractor** the remaining balance of the contract, including any remaining retainage withheld by the **County** pursuant to Section 255.078, Florida Statutes, less an amount equal to 150 percent of the estimated cost to complete the items on the Deficiency List.

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

### 16.6 Beneficial Occupancy

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

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

Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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

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

### 16.7 Final Inspection

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

### 16.8 Final Application for Payment

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

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

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

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

### 16.9 Final Payment and Acceptance

16.9.1 If, on the basis of the **Professional's** observation of the Work during construction and final inspection, and the **Professional's** review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the **Professional** is satisfied that the Work has been completed and the **Contractor's** other obligations under the Contract Documents have been fulfilled, the **Professional** will, after receipt of the final Application for Payment, indicate in writing the **Professional's** recommendation of payment and present the Application to the **County** for payment. At the same time, the Professional will also give written notice to the County and the **Contractor** that the Work is acceptable subject to the provision of 16.10. Otherwise, the **Professional** will return the application to the **Contractor,** indicating in writing the reasons for refusing to recommend final payment, in which case the **Contractor** shall make the necessary corrections and resubmit the Application. After the presentation to the **County** of the application and accompanying documentation, in appropriate form and substance and with the **Professional's** recommendation and notice of acceptability, the amount recommended by the **Professional** will become due and will be paid by the **County** to the **Contractor**.

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

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

### 16.10 Waiver of Claims

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

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

## ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

### 17.1 Suspension of Work

17.1.1 At any time and without cause, the **County** may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the **Contractor** and the **Professional**, which will fix the date on which Work will be resumed. The **Contractor** shall resume the Work on the date so fixed. The **Contractor** shall be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if the **Contractor** makes any approved claim therefore as provided in Articles 12 and 13.

### 17.2 Termination For Cause

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

a) If the **Contractor** fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable material or equipment; or failure to adhere to the progress schedule established;

b) If the **Contractor** disregards laws or regulations of any Regulations of any public agency having jurisdiction;

c) If the **Contractor** disregards the authority of the **Professional** or the **Project Manager;** or

d) If the **Contractor** otherwise violates in any substantial way any provisions of the Contract Documents.

The **County** may, after giving the **Contractor** and surety seven (7) working days' written notice and to the extent permitted by Laws and Regulations, terminate the services of the **Contractor**; exclude the **Contractor** from the site; take possession of the Work and of all the **Contractor's** tools, appliances, construction equipment and machinery at the site; use the same to the full extent they could be used by the **Contractor** (without liability to the **Contractor** for trespass or conversion); incorporate in the Work all material and equipment stored at the site or for which the **County** has paid the **Contractor** but which are stored elsewhere; and finish the Work as the **County** may deem expedient. In such case, the **Contractor** shall not be entitled to receive any further payment beyond an amount equal to the value of the work actually completed

and the value of material and equipment not incorporated in the work but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the work exceed the unpaid balance of the contract price, the **Contractor** shall pay the difference to the **County**. Such costs incurred by the **County** shall be verified by the **Professional** and incorporated in a Change Order; but in finishing the work the **Contractor** shall not be required to obtain the lowest figure for the work performed. The **Contractor's** obligations to pay the difference between such costs and such unpaid balance shall survive termination of the agreement.

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

### 17.3 Termination for Convenience

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

a) For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

b) For expenses sustained prior to the effective date of termination in performing services and furnishing labor, material or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

c) For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and

d) For reasonable expenses directly attributable to termination.

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

17.3.2 If through no act or fault of the **Contractor**, the Work is suspended for a period of more than ninety (90) calendar days by the County, or under an order of court or other public authority, or the **Professional** fails to act on any Application for Payment within thirty (30) calendar days after it is submitted, or the **County** fails for thirty-one (31) calendar days to pay the Contractor any sum finally determined to be due, then the **Contractor** may, upon seven (7) working days' written notice to the **County** and the **Professional**, terminate the Agreement and recover from the **County** payment on the

same terms as provided in 17.2.2, provided the **County** or the **Professional** did not remedy such suspension or failure within that time. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if the **Professional** has failed for thirty-one (31) calendar days to pay the **Contractor** any sum finally determined to be due, the **Contractor** may upon seven (7) days' written notice to the **County** and the **Professional** stop the Work until payment is made of all such amounts due the **Contractor**, including interest thereon. The provisions of this paragraph are not intended to preclude the **Contractor** from making claim under Articles 12 and 13 for an increase in Contract Price or Contract Time or otherwise for expenses or damage directly attributable to the **Contractor's** stopping Work as permitted by this paragraph.

## ARTICLE 18 – DISPUTES

18.1 All disputes arising under this Contract or its interpretation whether involving law, fact or both, or extra work, and all claims for alleged breach of contract, shall within ten (10) working days of the commencement of the dispute be presented by the **Contractor** to the **County** for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the **Contractor** shall proceed with the Work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) working days of its commencement, the claim will be considered only for a period commencing ten (10) working days prior to the receipt by the **County** of notice thereof. Each decision by the **County** will be in writing and will be mailed to the **Contractor** by registered or certified mail, return receipt requested, directed to the **Contractor's** last known address.

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

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

## ARTICLE 19 – MISCELLANEOUS

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

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

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

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

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

## ARTICLE 20 - Unauthorized Alien(s):

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

**ARTICLE 21 - EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

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

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

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

ARTICLE 22 – PERFORMANCE EVALUATION

22.1 Contractor Evaluation

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

**ARTICLE 23 – ALLOWANCES**

## 23.1 Allowance Work

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

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

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

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

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

## ARTICLE 24 – ANNUAL APPROPRIATIONS

24.1 Appropriations

24.1.1 Contractor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms,

involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

**ARTICLE 25 – PUBLIC RECORDS LAW**

a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
    (1) keep and maintain public records required by the County to perform the services required under this Agreement;
    (2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
    (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
    (4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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

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

**ARTICLE 26 – NO CONSTRUCTION AGAINST DRAFTER**

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

## SUPPLEMENTARY CONDITIONS

**Project Location:** 225 North Broadway Avenue, Bartow, FL 33831

**Public Construction Bond**: is required.

**Project Time:** 45 Calendar Days

**Estimate Cost**: $227,000.00

### Qualifications

1. Contractor must hold a valid State of Florida Roofing Contractor license and should provide proof of current license(s) with their bid submittal.

2. Contractor must have been in business under the same name or EIN number for a minimum of 8 years.

3. Contractor must have a minimum of eight (8) years of self-performing copper roof experience and maintain an operational metal roofing shop. Proof of experience is required by including at least one reference project out of the five requested completed eight (8) years ago.

4. Contractor must provide five (5) references from clients in which the bidder has successfully completed projects similar in scope as the prime bidder, within the past eight (8) years. Each reference should include:
    - Name of the client
    - Address of the client
    - Contact person to include:
    - Phone number and email address
    - Brief description of the project.
    - Project address
    - Date project completed.
    - List of all subcontractors used for project.

5. The contractor shall have an experienced, prequalified, thoroughly trained Project Site Manager (PSM) with experience in projects of similar scope of work per plans and specifications. Overlooks the entire project, including the job site Project Superintendent. Project managers generally manage the planning, budgeting, scheduling, and administrative aspects of a project, while superintendents are responsible for the hands-on, on-site execution. Proof of experience shall be provided by the bidder in the form of a resume that is subject

to review and approval by Facilities Management Representative. Resume shall include:

- o Employee name
- o Years of experience
- o Years with company
- o List of three (3) successfully completed projects within the last five (5) years.

6. The contractor shall have an experienced, prequalified, thoroughly trained Project Superintendent with experience in projects of similar scope of work per plans and specifications. Project Superintendent's are responsible for the day-to-day supervision when workers are present on the construction site. This includes coordinating subcontractors, ensuring safety protocols are followed, overseeing construction progress, resolving on-site issues, and ensuring quality standards are met. Proof of experience shall be provided by the quoter in the form of a resume that is subject to review and approval by Facilities Management Representative. Resume shall include:

   - o Employee name
   - o Years of experience
   - o Years with company
   - o List of three (3) successfully completed projects within the last five (5) years.

7. The Successful bidder must possess or purchase a Polk County Local Business Tax Receipt (f/k/a Business License) to do business with the County. A copy of such license or proof of purchase must be provided to the Procurement Division prior to award being made.

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

**Scope of Work**

1. All work being performed must be done by the prime bidder. No subcontracting is allowable for this project.
2. All bidders are required to verify all existing site conditions, work access requirements, measurements, etc. prior to the bid. No exceptions.
3. All drawing documents included in this bid on the FTP Site are intended to illustrate the project work area, etc. and are not necessarily to scale dimensions. Do not scale plans.

4. Remove all trash and debris from the existing gutters and properly dispose of material.
5. Remove 4,500 linear feet of damaged copper batten covers, wood battens and 300 linear feet of copper roof panels down to the underlayment and dispose of properly. These limited work areas are as depicted/described in the Plans found on the FTP Site.
6. Bidders are responsible for repairing all deficiencies in the underlayment using three courses of reinforced rubberized asphalt mastic.
7. Provide and install new kiln dried lumber battens to be attached to the substrate in accordance with the existing drawings labeled R-1, R-2 and R-3. All fasteners shall be stainless steel material.
8. The new Kiln dried lumber battens are to be completely encased (all sides) utilizing contractor provided Polystick MTS Plus and shall be fabricated providing a 1/8” expansion space from the copper roof panels.
9. Provide and install new 20-ounce copper metal roof panels and battens to be tied into the existing roof at all repair areas.
10. All details of the new roof panel and batten installation are to comply with the existing drawings and drawing details labeled R-1, R-2 and R-3 as contained in this bid document.
11. Investigate and repair the roof leak at the lower south roof control joint indicated on Plans found on the FTP Site.
12. Any and all material substitution request shall be submitted to the County prior to the bid question deadline and bid due date. Product substitution request shall include a side-by-side analysis proving the proposed substitution is equivalent to the specified product. The product analysis shall be submitted prior to the question deadline and prior to the bid due date. Request for substitution submittals will be rejected if a product analysis is not provided by the requestor when requesting product substitutions. The County will review the substitution request on a case by-case basis with no guarantees of approval and/or acceptance. Approved substitutions, if any, will be acknowledged to all interested bidders via the issuance of an addendum from the Procurement Division when and/or if applicable.
13. Partial roadway closures (if any), are the responsibility of the contractor and shall be limited to short periods of time and are not allowed during normal workdays/hours. Roadway closures, if any, are to be coordinated by the bidder through the City of Bartow Public Works Department.

14. All work shall be performed in a continuous phase of work for a turn-key roof repair installation.
15. This project consists of the select removal and replacement of designated roof areas as depicted in plans provided on the FTP Site. The Contractor shall protect all adjacent work areas to ensure they are not damaged during the performance of the work.
16. During the construction period the contractor shall have limited use of the premises for construction operations, including use of the site.
17. Attend all required preconstruction permit and project progress meetings as required by the local Authority Having Jurisdiction (AHJ) and Polk County when required.
18. Immediately report any unforeseen deficiencies to the Facilities Management Representative. Do not proceed to cover deficiencies until approved by Facilities Management Representative
19. Contractor to provide a dumpster during the project. Dumpster rental and fees must be included in the bid. Contractor shall provide and install a protective layer of ½" CDX plywood under all dumpsters. No exceptions. Bidders are to contact the City of Bartow Solid Waste Department regarding dumpster use in the City limits of Bartow. The City of Bartow Solid Waste Department staff have an ordinance in place pertaining to dumpster use. Please see City of Bartow weblink below. Depending upon project requirements, the City staff will advise the bidders on various circumstances, i.e., number of dumpsters required, dumpster pulls per day, vendor ownership of dumpster containers, etc. The City Solid Waste staff will guide the bidders for pricing factors and conditions based on their individual circumstances. Interested bidders shall contact Michael Davis, Solid Waste Manager, City of Bartow 534-209-1126 or 863-534-0181 for City of Bartow staff to answer each of the individual circumstances https://www.cityofbartow.net/254/Commercial-Services.
20. The Contractor shall be responsible for removal and disposal of all debris at an approved county landfill. All import and export of material are to be the responsibility of the Contractor.

21. The contactor shall not unreasonably encumber the site with materials or equipment. The county will coordinate materials holding and staging area with the contractor. These holding/staging areas along with contractor vehicle parking must not interfere with the daily operations of any adjacent businesses.
22. Staging and work areas are to be signed (safety) and coned or flagged off by contractor.
23. The county will allow the contractor to utilize water and electrical connections to existing utility services during the project at no cost. No special arrangements are made for the contractors use of water and electrical connections. The contractor is responsible for identifying project needs for the work and shall include all cost in the bid.
24. Contractor is responsible for harnesses, lanyards, and connectors. Protect this system for use.
25. Job site signs will not be allowed.
26. Loud music or offensive behavior is prohibited.
27. Price shall include mobilizations for all work to be performed.
28. Perform work in compliance with all accessibility standards and all applicable federal, state, and local codes, code amendments, and ordinances.
29. The contractor shall restore/repair the site to its original condition. This requirement applies to all areas that are touched by the Contractor inclusive of adjacent surfaces such as sidewalks, walls, columns, beams, eaves, etc.
30. Contractor shall abide by and furnish any required additional roof structure deck fasteners as required by the local permit AHJ.

**Safety:**

1. All work to be performed to OSHA safety standards for this type of work.
2. The contractor shall provide an OSHA Compliant Site-Specific Safety Plan (SSSP) prior to work for County review.
3. The contractor shall provide and maintain an OSHA compliant debris chute(s) for the project and shall incorporate debris management in the SSSP.
4. Contractor is responsible for harnesses, lanyards, and connectors. Protect this system for use during the project.

**Warranty:** Provide a contractor two-year workmanship warranty. Warranty commencement date shall be valid from the date of final completion and acceptance of the work.

**Liquidated Damages**

Liquidated damages of $200/day shall be assessed.

## Calculation of Liquidated Damages

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

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

**Basis of Award**

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

**Percentage of Work**

The prime contractor shall perform 100% of all work contained within the scope of work as outlined in the bid documents and special conditions. This percentage of work requirement does not include the furnishing of materials or equipment in the construction, if not installed by the primary contractor.

**Acceptance:**

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

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

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

**Contractor’s Responsibility**

It shall be the responsibility of the Contractor to obtain adequate storage facilities for equipment, materials, tools, etc.; if such is stored on-site, unless otherwise obtained by the County.

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

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

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

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

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

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

All work shall be done to the satisfaction and under the supervision of the Facilities Management Representative.

Provide a temporary barrier at road driveway.

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

**Cooperation of the Successful Contractor**
No work shall be accepted without suitable supervision or inspections by a Facilities Management Representative.

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

**General Control of Materials**
The successful Contractor shall furnish to the Facilities Management Project Manager or representative a certification of the materials utilized for the work. The certification shall consist of a summary showing the kind and quantity of materials. This certification shall be provided for work units accomplished at the time of invoicing for partial and/or final payment.

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

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

**Notice to Proceed**
A Conditional Notice to Proceed (CNTP) may be issued prior to commencement of work, for the purchase of long-lead equipment or materials. Upon receipt of conditional Notice to Proceed all materials required for construction shall be ordered.

The Notice to Proceed (NTP) will not be issued until after the Chairman of the Board of County Commissioners signs the contract and a pre-construction meeting is held. Once NTP has been issued the Contractor must begin work within ten (10) calendar days of the NTP.

**Permits, Notifications and Fees:**

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

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

Inspection Reports must be submitted to Polk County Facilities Management with the Application for Payment. Permits

**Pre-Construction Conference**

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

**Progress Reporting**

A Weekly On-site meeting will be held to report on project work completed and a one week look ahead, issues and / schedule concerns.

**Provisions for Convenience of Public**

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

**Work Schedule:**

Working Days/Hours: All work shall be performed between 7:00 a.m. to 5:00 p.m., five days per week from Monday – Friday. Work after hours must be approved by Facilities Management Representative in advance. Provide for all required additional lighting during work after hours

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

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

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

**Special Requirements:**

## REQUIRED SUBMITTALS TO BUILDING OWNER

### Required Close-Out Documentation (Contractor to Provide)

a. Certificate of Substantial Completion
b. Certificate of Final Completion
c. Permitting Agencies' Approval Documentation
d. Contractor's 2 Year Workmanship Installation Warranty
e. Suppliers and subcontractor final lien releases
f. Consent of surety to final payment bond
g. Final inspections and Final Payment release
h. Final Change Order

**SPECIAL CONDITIONS**

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

BID PRICES

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

ORDERING

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

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

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

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

EXPEDITING

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

RECEIPT

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

BILLINGS/PAYMENTS

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

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

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

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

OTHER CONSIDERATIONS

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

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

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

REDUCTION

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

SALES TAX SAVINGS FORM

CONTRACT # _____

DESCRIPTION OF PROJECT _____

| Materials | (1) Amt. in Contract | (2) Sales Tax | (3) Net Amt. for Purchase |
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1) This is the amount to be deducted from contract by change order.

2) The amount of the sales tax included in the material purchase line item supplied by contractor.

3) The amount to be used by Procurement to make the material purchase per the contractor's stated quantities.

PART C – BID SHEETS AND ACKNOWLEDGEMENT FORM (Lump Sum Price)
**NAME OF PROJECT:** Bid 25-615, Bartow Courthouse – Roof Repairs

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

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

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

ALL THE FOLLOWING REQUESTED INFORMATION MUST BE

HEREUPON GIVEN FOR THIS BID SUBMITTAL TO BE

CONSIDERED BY THE COUNTY

**1. BID PRICE** $ _____

WRITTEN AMOUNT (SPELL OUT) _____DOLLARS

_____ CENTS

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

**2. CONTRACT TIME TO COMPLETION OF THIS PROJECT** **45** CALENDAR DAYS FOR FINAL COMPLETION

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

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

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

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

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

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

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date_____

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

Submittal Date _____
(Bid Receiving Date)

BIDDER: _____

BY: _____
(Authorized Signature – in ink)

_____
(Printed Name of Signer)

_____
(Printed Title of Signer)

_____ _____ ____ _____
Address City State Zip Code

_____
Telephone Number
Email Address _____

**ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION**

STATE OF _____ COUNTY OF _____The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this_____ day of _____ 202__, by _____(name) as _____title of officer) of_____(entity name), on behalf of the company, who __ is personally known to me or __ has produced _____ as identification.

Notary Public Signature:_____

Printed Name of Notary Public:_____

Notary Commission Number and Expiration:_____

(AFFIX NOTARY SEAL)

**ACKNOWLEDGEMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY**

STATE OF _____ COUNTY OF _____The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this_____ day of _____ 202__, by _____(name) as _____(title of officer) of the Company, pursuant to the powers conferred_____(entity name), on behalf of the company, who __ is personally known to me or __ has produced _____ as identification.

Notary Public Signature:_____

Printed Name of Notary Public:_____

Notary Commission Number and Expiration:_____

(AFFIX NOTARY SEAL)

**ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL**

STATE OF _____ County OF _____

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

Commission Number _____ Commission Expiration Date _____

PART D – **EXHIBITS**

## PART D – EXHIBITS

### EXHIBIT I: BID BOND

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

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of Bid 25-615, Bartow Courthouse – Roof Repairs.

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

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

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

ATTEST:

PRINCIPAL: _____

BY: _____ (SEAL)
Authorized Signature (Principal)

_____
Witness

_____
Witness

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

SURETY: _____
Printed Name

_____
Witness

BY: _____ (SEAL)
Attorney in Fact

_____
Witness

_____
Printed Name

_____
Business Address

NOTES:

1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.

2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

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

## EXHIBIT II: PUBLIC CONSTRUCTION BOND

### FRONT PAGE
### F.S. CHAPTER 255.05

BOND NO.: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY: _____

_____

_____

OWNER NAME: Polk County, a political subdivision of the State of Florida
OWNER ADDRESS: 330 W. Church St
Bartow, FL 33830
OWNER PHONE NO: (863) 534-6757

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

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: $_____

CONTRACT NUMBER: _____

GENERAL DESCRIPTION OF PROJECT: _____

_____

_____

PROJECT LOCATION: _____

EXHIBIT II (cont'd): PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____

_____, (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of $_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract executed between Principal and County for construction of the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and
3. Pays County all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

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

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

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

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

ATTEST:

PRINCIPAL: _____

BY: _____ (SEAL)
Authorized Signature (Principal)

_____
Witness

_____
Witness

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

SURETY: _____
Printed Name

_____
Witness

BY: _____ (SEAL)
Attorney in Fact

_____
Witness

_____
Printed Name

_____
Business Address

_____

**EXHIBIT III: PAYMENT OF STORED MATERIALS**

As regards payment for stored materials on Bid # 25-615, and the inclusion by _____(Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

**AS TO THE PERFORMANCE BOND**:

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

**AS TO THE LABOR AND MATERIALS PAYMENT BOND:**

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

Entered into this _____ day of _____, 20__, by _____

_____ (Name of Surety)

_____

Authorized signature of Surety

**EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

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

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

Signature:_____ Title: _____
STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 202__, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

## EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of _____)

SS

County of _____)

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

1. They are _____ of _____ , hereafter referred to as the Subcontractor;
   They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to _____ the Contractor for certain work in connection with Bid: 25-615, Bartow Courthouse – Roof Repairs.
2. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;
3. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
4. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed_____

Title _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 202__, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

## EXHIBIT VI: AFFIDAVIT OF PERCENTAGE OF WORK

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Supplemental Conditions of the contract documents for Bid # _25-615_
- Understands that during Bid Analysis they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work. An updated copy will be required at contract close-out, detailing exact dollar figures paid to each subcontractor performing work under this contract.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be non-responsive.

Bidder must sign and have notarized:

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

Dated this _____day of _____, 20___

Name of Firm _____

By _____

_____
Title of Person Signing

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 202__, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

**EXHIBIT VI-A: SUBCONTRACTOR LIST**

This Exhibit is in an Excel spreadsheet format and available on the FTP site. If you need assistance accessing FTP site due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov**.**

**EXHIBIT VI-B: GOOD FAITH EFFORT DOCUMENTATION**

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

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

## EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE

General:

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

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

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

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

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

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

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

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

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

## EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

### CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

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

Contractor's Name: _____

Address: _____

_____

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

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

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

_____
Printed Name

_____
Title

_____
Signature

_____
Date

## EXHIBIT IX: DRUG-FREE WORKPLACE FORM

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

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

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

_____
Bidders Signature

_____
Date

**EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM**

Bidder must sign and have notarized:

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

Dated this _____ Day of _____ 20___

Name of Firm: _____

By: _____
Title of Person Signing

This foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 202__, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

## EXHIBIT XI: APPLICATION FOR PAYMENT

This Exhibit is in an Excel spreadsheet format and available on the FTP site. If you need assistance accessing FTP site due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

**EXHIBIT XII: CONTRACTOR CERTIFICATION OF DISBURSEMENT**

PROJECT: Bid 25-615, Bartow Courthouse – Roof Repairs

DATE:_____

CONTRACT NO._____
PROGRESS PAYMENT NUMBER:_____

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

**EXCEPTION**:

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

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

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

_____ (Contractor Signature)

State of_____

County of _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

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

**Instructions:**

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

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

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

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

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

**EXHIBIT XIII: CERTIFICATE OF SUBSTANTIAL COMPLETION**

Project:_____ County's Project No.: _____

Contractor No.: _____ Contract Date: _____

Notice to Proceed Date: _____ Completion Date: _____

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

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

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

Contractor: _____
(Type Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division)

By: _____
(Authorized Signature)

Date: _____

**EXHIBIT XIV: CERTIFICATE OF FINAL COMPLETION**

Project:_____ County's Project No.: _____

Contract No.: _____ Contract Date: _____

Notice to Proceed Date: _____ Substantial Completion Date:_____

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

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

Contractor: _____
(Type Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division)

By: _____
(Authorized Signature)

Date: _____

**EXHIBIT XV: MATERIALS AND EQUIPMENT STORED ON-SITE**

Contractor's Estimate No. _____ Project _____

Period _____ to _____ Page _____ of _____

Prepared (signed & typed name) _____

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

**EXHIBIT XVI**
**ALLOWANCE AUTHORIZATION RELEASE (AAR)**

**PROJECT:**

**AAR NO.:**
**CONTRACT NO.:**

**POLK COUNTY,**
**A POLITICAL SUBDIVISION OF**
**THE STATE OF FLORIDA**

**CONTRACTOR:**

**ARCHITECT/ENGINEER:**

---

**DESCRIPTION OF**

**ALLOWANCE WORK:**

**Reason for change:**

---

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

---

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

---

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

**(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)**

**CONTRACTOR:** _____

Date: _____

**COUNTY:** _____
Division Director

Date: _____

**ARCHITECT/ENGINEER**: _____

Date: _____

**COUNTY MANAGER:**
Or Deputy County Manager

Date:

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

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE:** _____
**OF FLORIDA** **CHAIRMAN**

Date: _____

**EXHIBIT XVII: CHANGE ORDER**

**Project:** **Contract No.:** **Change Order No:**

**Polk County, a political subdivision of the State of Florida**

**Contractor:**

**Architect/Engineer:**

**Description of Change Order:**

Contract is changed as follows:

Architect/Engineer:_____(Signature) Date:_____

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

Contract Time will be increased by _____ days.

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

**The above changes are accepted by:**

Contractor:_____ Date:_____

You are hereby authorized to make the changes noted above:

Division Director:_____ Date:_____

Reviewed as to form and legal sufficiency:

_____ _____

County Attorney's Office Date County Manager/Designee Date

*(Change order increases require Board approval)*

Attest: STACY M. BUTTERFIELD, CLERK

Polk County, a political subdivision of the State of Florida

By: _____ By: _____

Deputy Clerk _____, Chairman
Board of County Commissioners

Date Signed by Chairman: _____

**EXHIBT XVIII: CERTIFICATE OF COMPLIANCE**

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

Bid # ____Bid 25-615___ _____

_____ _____

Contractor Signature

_____

Printed Name of Signer

_____

Date

**EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS**

Bid 25-615, Bartow Courthouse – Roof Repairs

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this _____ day of _____, 20__, by _____(name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who __ is personally known to me or __ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

## EXHIBIT XX: STATEMENT OF NO BID

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

We have declined to bid on Contract Bid File: 25-615, Bartow Courthouse – Roof Repairs for the following reasons:

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

_____ Insufficient time to respond to invitation for bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet bond or insurance requirements.

_____ Specifications unclear (please explain below).

_____ Other (please specify)._____

_____

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

_____
Typed Name and Title

_____
Signature

_____
Company

_____
Address

_____
Telephone Number

_____
Date

**EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM**

Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid: __25-615_

PROJECT NAME: _____

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

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

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

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

iv. The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:
   a. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
   b. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars ($1,000,000).

ATTEST: _____

a_____ _____

By: _____ By: _____

PRINTED NAME: _____ PRINTED NAME: _____

Its:_____ Its: _____

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

PROJECT NAME: Bartow Courthouse – Roof Repairs

The undersigned, as an authorized officer of the contractor identified below (the "Contractor"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "County"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "Contract"), as follows:

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

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

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

Executed this _____ day of _____, 20__.

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

**Exhibit XXIII Affidavit Regarding the Use of Coercion for Labor or Services**

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

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

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

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

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

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

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

Further Affiant sayeth naught.

_____
**NONGOVERNMENTAL ENTITY**

_____
**SIGNATURE**

_____
**PRINT NAME**

_____
**TITLE**

_____
**DATE**

**PART E –CONTRACT**

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

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at its own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid #: 25-615 .

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

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

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

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

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Beneficial Occupancy within 15 calendar days from the Start Date memorialized within the Notice to Proceed. The Certificate of Substantial Completion shall be executed once Beneficial

Occupancy has been reached. The County and the Contractor agree the balance of all Work to be performed after execution of the Certificate of Substantial Completion shall be complete within 30 days from the date noted on the Certificate of Substantial Completion and shall be evidenced by execution of the Certificate of Final Completion. The Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 45 days. The allowance time for this project is 6 days.

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

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

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

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

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

ATTEST: STACY M. BUTTERFIELD, CLERK

BY:_____
DEPUTY CLERK

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

BY:_____
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency.

_____

County Attorney's Office Date

ATTEST:

_____
Corporate Secretary

**SEAL**

CONTRACTOR:_____

BY:_____
Authorized Corporate Officer or Individual

_____
(Printed or Typed Name of Signer)

_____
(Printed or Typed Title of Signer)

_____
(Business Address of Contractor)

_____
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)
_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

## PART F – TECHNICAL SPECIFICATIONS

Documents incorporated by reference in Supplementary Conditions on page 73:

To obtain a copy of the specifications and drawings please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**Bid 25-615, Bid Attachments**, select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

December 5, 2025

## POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

## ADDENDUM # 1
## BID # 25-615, BARTOW COURTHOUSE – ROOF REPAIRS

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

Contained within this addendum: revisions and ***"Bid 25-615, Addendum 1"*** images and bid sheet added to FTP Site.

To receive a copy of the Addendum 1 documents please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "Bid 25-615, Bid Attachments", select "Open" or "Save As" to download the Addendum document. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

Respectfully,

*Tabatha Shirah*
Sr. Procurement Analyst
Procurement Division

**This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required**.

Signature _____
Printed Name: _____
Title: _____
Company: _____

# BID # 25-615, Bartow Courthouse – Roof Repairs
# Addendum # 1

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**Revision 1**
***Bid Package, Scope of Work #5 – page 25***

**Delete in entirety:**
*5. Remove 4,500 linear feet of damaged copper batten covers, wood battens and 300 linear feet of copper roof panels down to the underlayment and dispose of properly. These limited work areas are as depicted/described in the Plans found on the FTP Site.*

**Replace with:**
*5. Remove 4,500 linear feet of damaged copper batten covers, wood battens and **200 linear feet** of copper roof panels down to the underlayment and dispose of properly. These limited work areas are as depicted/described in the Plans found on the FTP Site.*

**Revision 2**
***Bid Package, Scope of Work***

**Add to Scope of Work:**
31. Elevator access materials and crews to the upper roof.

**Revision 3**
***Bid 25-615 Plans & Drawings, Page 5***

**Delete in entirety:**
Replace all Battens and damaged roof panels at east lower roof.

**Replace with:**
Replace all Battens and damaged roof panels at **west** lower roof.

**Revision 4**
Bid Sheet added on the FTP Site and failure to upload the completed bid sheet will result in the bid submittal being deemed nonresponsive.

**Revision 5**
***Bid Package, Supplementary Conditions (page 73) and Part C – Bid Sheet (page 86)***

**Delete in entirety:**
45 calendar days

**Replace with:**
90 calendar days

Polk County

Board of County Commissioners

Agenda Item R.11. 2/17/2026

## SUBJECT

Approve Land Purchase Agreement between Ryan Russell and Polk County in conjunction with the Environmental Lands Program, CLASAC Project EL-109-23. ($340,000 total expense)

## DESCRIPTION

In February 2023 the Board adopted Resolution No. 2023-009 which created the Polk County Conservation Land Acquisition Selection Advisory Committee ("CLASAC"). The creation of CLASAC was in response to a bond referendum approved by voters in November 2022 to finance capital projects related to the acquisition, preservation, protection, management, operation and restoration of environmental lands, water resources and important fish and wildlife habitat. CLASAC reviews and evaluates properties nominated by property owners and provides a recommendation to the Board as to whether or not staff should pursue the acquisition of the properties for the program.

One such nomination was made by Ryan Russell, for a tract of land located east of Lake Wales and the west of Walk in Water Road. The property was evaluated by CLASAC which recommended approval and in February 2024 the Board approved staff to pursue the acquisition of the property. The County hired an independent appraiser to establish a value for the property which is an irregular shaped parcel containing approximately 18-acres. The owner of the property has agreed to accept the County's offer in the amount of $335,000 and has executed an Agreement for Sale and Purchase for the property.

The County Attorney's Office and the Real Estate Services Director have reviewed the Agreement for Sale and Purchase and recommend approval. Approving the Agreement for Sale and Purchase, authorizing the issuance of funds for the purchase, and hiring American Government Services Corporation to close the transaction will allow the County to take ownership of the property for the program.

## RECOMMENDATION

Request Board approve the above-mentioned Agreement for Sale and Purchase and authorize the issuance of funds in the amount of $335,000 for the purchase. Also request Board approve hiring American Government Services Corporation to close the transaction and approve paying closing costs in the estimated amount of $5,000 for a total amount of $340,000.

## FISCAL IMPACT

Funds are available for the purchase of the parcels and applicable closing costs in the amount of $340,000 in the Special Revenue Grant - Sentinel Landscape DIG Fund.

## CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services

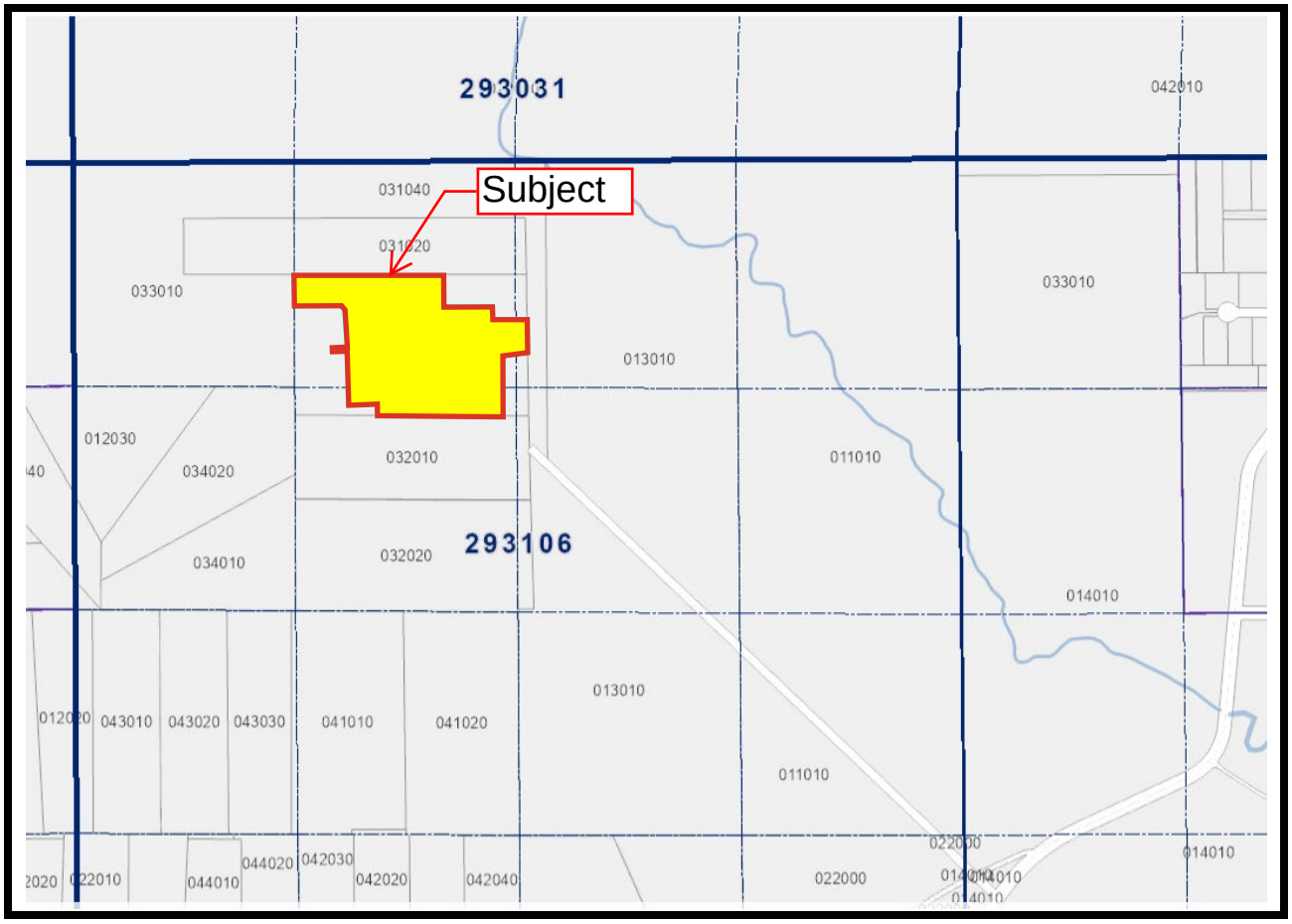
863-534-2577




Section 6, Township 31 South, Range 29 East

1009

## SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 EAST



# AGREEMENT FOR SALE AND PURCHASE

**THIS AGREEMENT** is made and entered into as of the Effective Date (defined in Section 4 below), by and between **RYAN M. RUSSELL**, whose address is P.O. Box 281, Land O'Lakes, FL 34639-0281, referred to as "Seller" and **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 9005, Bartow, Florida 33831, referred to as "Purchaser".

1. AGREEMENT TO SELL. Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller that certain real property, containing approximately 18-acres, identified as Parcel ID Number 293106-000000-013040, as more particularly described in the attached Exhibit "A" located in Polk County, Florida, together with all improvements, easements and appurtenances (the "Property"), in accordance with the provisions of this Agreement. Subject to the approved exceptions, the conveyance of the Property will include, without limitation, improvements and all rights with respect to the Property, including but not limited to all water rights, all mineral rights, all oil and gas rights, and all other rights connected with the beneficial use and enjoyment of the Property.

2. ACKNOWLEDGMENT. Parties acknowledge the exchange of promises and other good and valuable consideration, the sufficiency of which the parties acknowledge, support the value of this Agreement to the parties.

3. TOTAL PURCHASE PRICE. The total purchase price ("Total Purchase Price") for the Property is Three Hundred Thirty-Five Thousand and 00/100 Dollars ($335,000). The Total Purchase Price will be paid by Purchaser at Closing, subject only to the pro rations and adjustments as otherwise provided in this Agreement. The Total Purchase Price shall be paid to the Title Company (hereinafter defined) by Purchaser via county warrant, or electronic wire transfer.

Seller acknowledges and agrees that Purchaser shall take fee simple title to the Property at Closing. Unconditional conveyance of the Property in fee simple from Seller to Purchaser shall occur simultaneously with the Purchaser's tender of the Total Purchase Price at Closing. The delivery of the

Warranty Deed (referenced in Section 13) and the payment of funds are mutually dependent obligations.

4. TIME FOR ACCEPTANCE Seller acknowledges and agrees that its execution of this Agreement constitutes a binding offer to sell the Property to Purchaser for the Total Purchase Price, as stated herein. Said binding offer shall be valid and enforceable from the date of Seller's execution of this Agreement through February 17, 2026. The effective date of this Agreement, for purposes of performance, shall be regarded as the date when the Polk County Board of County Commissioners approves this Agreement on behalf of Purchaser (the "Effective Date"), which may be no later than February 17, 2026. If this Agreement is not approved on behalf of the Purchaser by February 17, 2026, this Agreement shall automatically terminate without further notice, and the parties shall have no obligations hereunder. Acceptance and execution of this Agreement shall void any prior contracts or agreements between the parties concerning the Property unless incorporated by reference herein. In such event, the parties shall have no further rights or obligations to each other hereunder.

5. ENVIRONMENTAL AUDIT. Intentionally Omitted.

6. HAZARDOUS MATERIALS. Intentionally Omitted.

7. Wood-Destroying Organisms Inspection. Intentionally Omitted.

8. Roof Inspection. Intentionally Omitted.

9. SURVEY. Purchaser may have the Property surveyed at its sole cost and expense. The Survey shall be done in accordance with the minimum technical standards for land surveying as adopted by the Florida State Board of Surveyors and Mappers, shall state the acreage of the Property, shall locate all title exceptions listed in the Title Commitment and be signed and sealed by a Florida registered land surveyor or professional engineer licensed by the State of Florida. If the Survey shows any encroachment on the Property or improvements intended to be located on the Property encroach on land of another, the same shall be treated as a Title Defect under Section 11 below.

10. TITLE INSURANCE. Purchaser shall, at its sole cost and expense and at least thirty (30)

days prior to the closing of the transaction contemplated herein (the "Closing"), obtain a title insurance commitment prepared by American Government Services Corporation (the "Title Company"), to be followed by an owner's marketable title insurance policy insuring marketable title to the Property in the amount of the total purchase price. In the event of defects in the title, Seller, at its cost, will cure the same as provided in Section 11 below. Seller shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, subject to Purchaser delivering a current certified survey to Seller and Title Company as further described in Section 9 of this Agreement; and (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens.

11. **DEFECTS IN TITLE.** If the Title Commitment or Survey contains exceptions to title which are not acceptable to Purchaser in Purchaser's sole and absolute discretion, then Purchaser shall notify Seller of any and all objections to same in writing at least fifteen (15) days prior to Closing. Any such objection by Purchaser shall be deemed a "**Title Defect**," whether shown in the Survey or disclosed in the Title Commitment. Such notice is referred to herein as the "**Notice of Title Defect.**" Seller shall provide notice to Purchaser within five (5) days of receipt of the Notice of Title Defect which, if any, of the Title Defects Seller intends to cure prior to Closing. If Seller does not provide written notice to Purchaser within five (5) days from receipt of Purchaser's Notice of Title Defect that it intends to cure all Title Defects, then Purchaser may terminate this Agreement. Seller shall use its best efforts to cure the Title Defects, but shall not be obligated to cure any Title Defect. Purchaser shall also have the right to object at any time to any Title Defect placed of record subsequent to the effective date of the Title Commitment, whether by virtue of an update to the Title Commitment or as indicated on an updated Survey or otherwise. If Seller shall fail or decline to cure any Title Defects required or agreed to be cured by Seller prior to Closing, then, at the option of Purchaser, Purchaser may (i) terminate this Agreement, or (ii) proceed to Closing without satisfaction of Purchaser's objection(s).

12. LEASES. Seller acknowledges to Purchaser by execution of this Agreement that there are no existing leases, either recorded or unrecorded, on the Property and that there are no tenants located on the Property.

13. INTEREST CONVEYED. At Closing, Seller shall execute and deliver to Purchaser a Warranty Deed, in the name of **Polk County**, a political subdivision of the State of Florida, in accordance with Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those encumbrances that do not impair the marketability of the title to the Property.

14. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall, if applicable, submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Section 286.23, Florida Statutes. The Title Company will conduct the Closing and will prepare the deed described in Section 13 of this Agreement, Purchaser's and Seller's closing statements and the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes. All prepared documents shall be submitted to Purchaser and Seller for review and approval at least five (5) days prior to the Closing.

15. OWNERS AFFIDAVIT/CONSTRUCTION LIENS. At Closing, the Seller shall furnish to the Purchaser an Owner's Affidavit(s) ("owner's Affidavit") swearing that there have been no improvements to the Property for ninety (90) days immediately preceding the Closing Date (as defined in Section 21 of this Agreement) in order to enable the Title Company to delete the construction lien exception from the Title Commitment. If the Property has been improved within ninety (90) days immediately preceding the Closing Date, the Seller shall deliver appropriate releases or waivers of all construction liens and the Seller's construction lien affidavit in order to enable the Title Company to delete the construction lien exception from the Title Commitment. In addition, the Owner's Affidavit shall be acceptable to the title Company in order to enable the Title Company to delete the unrecorded easements, parties in

possession and other standard exceptions from the Title Commitment.

Seller shall comply with the provisions of the Foreign Investment Real Property Tax Act, Section 1445 of the Internal Revenue Code (FIRPTA). In the event the Seller is not a "non-resident alien" or a "foreign person" as defined within the meaning of FIRPTA, then Seller shall provide at Closing to the Purchaser a non-foreign affidavit in a form acceptable to the Closing Agent ("Non-Foreign Affidavit"); or in the event the Seller is a "non-resident alien" or "foreign person" within the meaning of FIRPTA and Seller has not otherwise obtained an exemption or other written release from the Internal Revenue Service (IRS), then the Closing Agent shall withhold a sum equal to 15% of the Purchase Price, or such amount set forth in any written release from the IRS, from Seller's proceeds at closing and pay such sum to the IRS within 10 days from Closing.

16. DOCUMENTS FOR CLOSING. At Closing, Seller shall execute and deliver (or cause to be executed and delivered) to Purchaser the following documents and instruments ("Seller's Documents"): the Warranty Deed, the Owner's Affidavit, the Non-foreign Affidavit, the Closing Statement, a certificate stating that the representations and warranties contained in this Agreement are true and correct, and all other documents and instruments provided for under this Agreement, required by the Title Company, or reasonably required by Purchaser to consummate the transaction contemplated by this Agreement, all in form, content and substance reasonably required by and acceptable to Purchaser.

If Seller is not an individual, then Seller shall prepare and deliver to Purchaser, or Title Company, at least five (5) days prior to Closing evidence satisfactory to Purchaser that Seller has complied with any corporate, trust, limited liability company, general partnership or limited partnership requirements necessary to authorize the sale and conveyance of the Property in accordance with the provisions of this Agreement.

17. PURCHASER REVIEW FOR CLOSING. Purchaser will approve or reject each item required to be provided by Seller under this Agreement within fifteen (15) days after receipt of all of the required

items, provided any rejections are reasonable. Seller will have fifteen (15) days thereafter to cure and resubmit any reasonably rejected item. In the event Seller fail to timely deliver any item, or Purchaser reasonably rejects any item after delivery, Purchaser may in its discretion extend the closing for up to fifteen (15) days.

18. EXPENSES. Seller will pay the documentary revenue stamp tax and costs associated with the conveyance. Purchaser will pay the title insurance premium, closing fee, title search fee and recording cost for the deed and ancillary recording costs associated with the closing. Each party shall pay their own attorney's fees, if any.

19. TAXES AND ASSESSMENTS. All real estate taxes prior to 2026 and all certified confirmed and ratified assessments which are a lien against the Property shall be satisfied of record by Seller at Closing, all current real estate taxes shall be pro-rated as of Closing and all other assessments shall be assumed by Purchaser at Closing. In the event Purchaser acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of Closing, based upon the current assessment and millage rates on the Property. In the event Purchaser acquires fee title to the Property on or after November 1, Seller shall pay at Closing an amount equal to the taxes that are determined to be legally due and payable to the county tax collector.

20. ADDITIONAL CONDITIONS PRECEDENT TO CLOSING. In addition to all other conditions precedent to Purchaser's obligation to consummate the purchase and sale contemplated herein provided elsewhere in this Agreement, the following shall be additional conditions precedent to Purchaser's obligation to consummate the purchase and sale contemplated herein:

a. The physical condition of the Property shall be the same on the date of Closing as on the Effective Date of this Agreement, reasonable wear and tear excepted.

b. At Closing, there shall be no litigation or administrative agency or other governmental

proceeding, of any kind whatsoever, pending or threatened which after Closing would, materially adversely affect the value of the Property.

c. Prior to Closing, approval and release of funds to Purchaser in the amount of the Purchase Price by Polk County Board of County Commissioners.

Should any of the conditions precedent to Closing provided in subparagraphs above fail to occur, then Purchaser shall have the right, in Purchaser's sole and absolute discretion, to terminate this Agreement upon which both parties shall be released of all obligations under this Agreement with respect to each other.

21. CLOSING PLACE AND DATE. The Closing shall occur on or before March 5, 2026 (the "Closing Date"), after Purchaser's approval of this Agreement; provided, however, that if a defect exists in the title to the Property, title commitment, or any other documents required to be provided or completed and executed by Seller, the Closing shall occur either on the original Closing Date or within thirty (30) days after receipt of documentation curing the defects, whichever is later, but in no case later than April 6, 2026. The date, time and place of closing shall be mutually agreed upon by Seller and Purchaser. The Purchaser shall have the unilateral right in its sole and absolute discretion to extend the Closing Date any number of times up to a total of sixty (60) days.

22. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing. In the event that between the date this Agreement is executed by Seller and the date of closing the condition of the Property, as it existed on the date this Agreement is executed by Seller, is altered by an act of God or other natural force beyond the control of Seller, Purchaser may, at Purchaser's sole discretion, go forward and close the transaction without diminution in the purchase price, or Purchaser may terminate this transaction upon written notice to the Seller.

23. POSSESSION. Seller shall deliver possession of the Property to Purchaser at Closing.

24. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, or refuse to close, each of the foregoing remedies without having any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default. The remedies set forth above shall be the Purchaser's sole remedies hereunder. In connection with any dispute arising out of this Agreement (including without limitation litigation and appeals) each party, whether Seller or Purchaser, will be responsible for their own attorney's fees and costs.

25. BROKERS. Any real estate commission or fee that may arise as a result of this Agreement or subsequent closing is the sole responsibility of Seller. Purchaser represents that it has not incurred the services of a broker. Seller shall indemnify and hold the Purchaser harmless from any and all such claims, whether disclosed or undisclosed. Seller acknowledges the specific consideration received and its sufficiency to support this indemnification of Purchaser.

26. RECORDING. A notice of this Agreement may be recorded by Purchaser in the appropriate county, and Seller will execute an appropriate notice, if requested by Purchaser.

27. ASSIGNMENT. This Agreement may not be assigned by Seller or Purchaser without the prior written consent of the other party which consent will not be unreasonably withheld.

28. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

29. SUCCESSORS IN INTEREST. The terms and conditions of this Agreement shall apply to and bind Seller, its successors and assigns upon signing by Seller and shall be binding upon Purchaser upon approval by Purchaser. Whenever used, the singular shall include the plural and one gender shall include all genders.

30. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and undertakings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. The degree of either party's

role in the preparation of this Agreement shall not be construed against the drafter.

31. WAIVER. Failure of Purchaser or Seller to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

32. AMENDMENTS. This Agreement may only be modified by a written instrument, mutually accepted by the parties and executed with the same formality as this Agreement. No oral modifications will be effective or binding.

33. NOTICE. Whenever a party desires or is required to give notice unto the other, it is must be given by written notice, and either delivered personally or mailed to:

Purchaser: POLK COUNTY
c/o Real Estate Services Director
P.O. Box 9005, Drawer RE-01
Bartow, FL 33831

Seller: Ryan M. Russell

P.O. Box 281
Land O'Lakes, FL 34639-0281

34. SURVIVAL. The covenants, warranties, representations, indemnities and undertaking of Seller and Purchaser set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in this Agreement and Purchaser's possession of the Property.

35. Severability. All clauses contained herein shall act independently of each other. If any section, phrase, sentence, or portion of this Agreement is, for whatever reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

36. Governing Law and Venue. This Agreement and the rights and obligations of the parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the

applicable laws of the State of Florida, and the ordinances of Polk County. The parties hereby consent to the sole and exclusive jurisdiction and venue for any action relating to the construction, interpretation, or enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida.

THIS AGREEMENT IS SUBJECT TO AND CONTINGENT UPON:

(1) Approval by the Polk County Board of County Commissioners; and

(2) Purchaser's approval of all documents to be furnished hereunder by Seller as provided hereunder.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT.

IN WITNESS WHEREOF, Seller has hereunto set his hand and seal the day and year written above.

WITNESSES AS TO SELLER:

Bryan Linder
(WITNESS)

Bryan Finder
(PRINTED NAME OF WITNESS)

Chelsie Blue
(WITNESS)

Chelsie Blue
(PRINTED NAME OF WITNESS)

SELLER:

Ryan M. Russell
Ryan M. Russell

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 16th day of December, 2025 by Ryan M. Russell, as Seller, who signed on behalf of said company. She ☐ is personally known to me or ☑ has produced DL R425-150-01-000-0 as identification.

(SEAL)

Notary Public State of Florida
Jennifer Leidinger
My Commission HH 657211
Expires 3/26/2029

Jennifer Leidinger
NOTARY PUBLIC, STATE OF Florida
Jennifer Leidinger
(PRINTED NAME OF NOTARY)
COMMISSION EXP.: 3/26/2029
COMMISSION NO.: HH 657211

ATTEST:

STACY M. BUTTERFIELD
CLERK TO THE BOARD

BY:_____
DEPUTY CLERK

DATE:_____

APPROVED BY POLK COUNTY
BOARD OF COUNTY COMMISSIONERS ON:

_____
DATE

PURCHASER:

POLK COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA

BY:_____
MARTHA SANTIAGO, ED.D, CHAIR OF THE BOARD OF
COUNTY COMMISSIONERS

DATE:_____

APPROVED AS TO FORM AND LEGALITY

_____
COUNTY ATTORNEY'S OFFICE

## EXHIBIT "A"

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 EAST; THENCE NORTH 89°46'45" WEST, ALONG THE SOUTH LINE OF SAID NORTH 1/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 80.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°46'45" WEST, ALONG SAID SOUTH LINE, 742.28 FEET; THENCE NORTH 00°16'51" WEST, 63.56 FEET; THENCE NORTH 89°46'45" WEST, 176.06 FEET; THENCE NORTH 02°52'30" WEST, 324.74 FEET; THENCE SOUTH 84°45'23" WEST, 80.21 FEET; THENCE NORTH 02°52'46" WEST, 20.07 FEET; THENCE NORTH 84°45'23" EAST, 80.21 FEET; THENCE NORTH 02°52'30" WEST, 216.99 FEET; THENCE NORTH 34°26'26" WEST, 38.80 FEET; THENCE SOUTH 89°19'02" WEST, 272.60 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 00°16'51" WEST, ALONG SAID WEST LINE, 183.67 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6; THENCE NORTH 89°58'34" EAST, ALONG SAID NORTH LINE, 880.34 FEET; THENCE SOUTH 00°28'58" EAST, 186.00 FEET; THENCE NORTH 89°58'34" EAST, 292.97 FEET; THENCE SOUTH 02°57'24" EAST, 80.24 FEET; THENCE NORTH 89°56'37" EAST, 205.77 FEET TO AN EXISTING FENCE LINE; THENCE SOUTH 00°57'32" EAST, ALONG SAID FENCE, 188.72 FEET; THENCE SOUTH 81°48'48" WEST, 148.25 FEET; THENCE SOUTH 00°09'31" EAST, 364.76 FEET RETURNING TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENTS "A" AND "B" DESCRIBED BELOW GRANTING ACCESS TO THE SUBJECT PROPERTY:

EASEMENT "A"

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 EAST; THENCE NORTH 89°46'45" WEST, ALONG THE SOUTH LINE OF SAID NORTH 1/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 80.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°46'45" WEST, ALONG SAID SOUTH LINE, 742.28 FEET; THENCE NORTH 00°16'51" WEST, 15.00 FEET; THENCE SOUTH 89°46'45" EAST, 742.28 FEET; THENCE SOUTH 00°09'31" EAST, 15.00 FEET RETURNING TO THE POINT OF BEGINNING.

EASEMENT "B"

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 31 SOUTH, RANGE 29 EAST; THENCE NORTH 89°46'45" WEST, ALONG THE SOUTH LINE OF SAID NORTH 1/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 80.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°09'31" WEST, 30.00 FEET; THENCE SOUTH 89°46'45" EAST, 151.78 FEET TO AN EXISTING FENCE LINE; THENCE SOUTH 00°57'32" EAST, ALONG SAID FENCE LINE, 247.41 FEET; THENCE NORTH 46°13'12" WEST, 42.23 FEET; THENCE NORTH 00°57'32" WEST, 188.30 FEET; THENCE NORTH 89°46'45" WEST, 122.19 FEET RETURNING TO THE POINT OF BEGINNING

CONTAINING 18.03 ACRES MORE OR LESS.

Polk County

Board of County Commissioners

Agenda Item R.12. 2/17/2026

## SUBJECT

Approve a Right-of-Way Agreement between Polk County and Lake Wales Property Holdings, LLC in conjunction with the Thompson Nursery Road Phase 2 Project. ($688,000 one-time expense)

## DESCRIPTION

The County has a Community Investment Project to improve Thompson Nursery Road to a four-lane corridor from W. Lake Ruby Drive to US Highway 27 known as Thompson Nursery Road Phase 2. To allow for construction of the roadway, the County will need to acquire additional right-of-way from impacted property owners. The alignment phase of the project has been completed and full engineering design for the roadway is forthcoming; however, alternative storm water retention pond sites have been identified for the project. One such pond site alternative, identified as Pond 4A, is located along the south side of Thompson Nursery Road in the northwest corner, and within an upland portion, of a tract of land which is part of multiple tracts which are a large-scale residential and mixed-use development south of Thompson Nursery Road in Lake Wales. The County contacted the developer to inquire if it had any interest in selling a portion of the development property for use in the project. The developer, Lake Wales Property Holdings, LLC, stated that they would be interested in selling the entire upland area where the pond site is proposed to be located which is a parcel containing approximately 6.2-acres.

Negotiations with the owner, through its development attorney, have resulted in a proposed purchase amount of $682,000 for the pond site and the conveyance of a 20-foot-wide strip of additional mainline right-of-way for Thompson Nursery Road at no cost in conjunction with the development. The owner has not incurred any attorney fees or expert costs in conjunction with this acquisition. The County Attorney's Office and the Real Estate Services Director have reviewed the agreement and recommend approval. The alternative of acquiring this, or an alternate retention pond parcel, in the future through condemnation litigation would result in substantial cost to the County. Approving the Right-of-Way Agreement, authorizing the issuance of funds for the purchase and closing costs and hiring American Government Services Corporation to close the acquisition will allow the County to close the transaction and take ownership of the parcel for the project.

## RECOMMENDATION

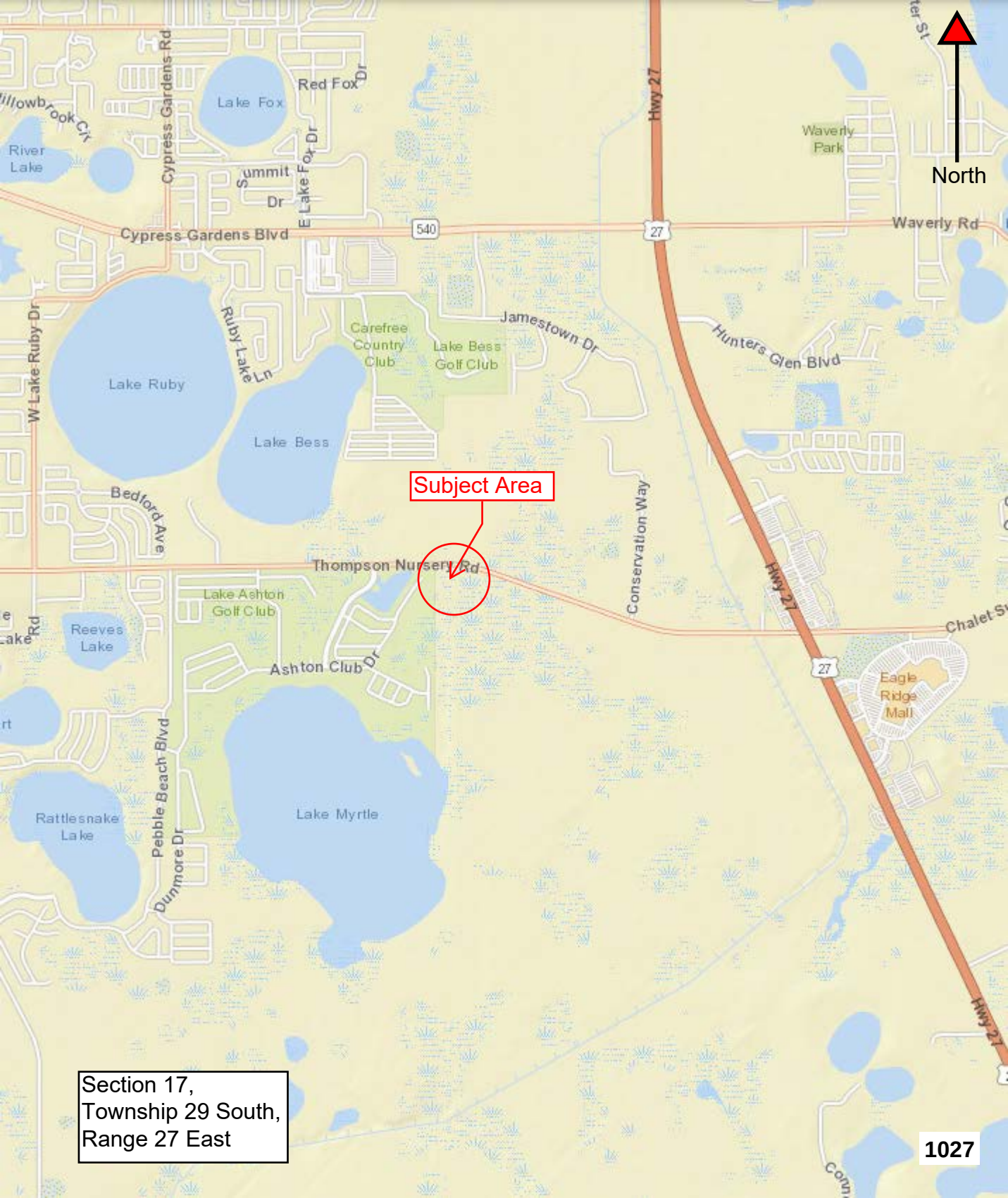
Request Board approve the aforementioned Right-of-Way Agreement and authorize the issuance of funds in the amount of $682,000 for the purchase. Also, request Board approve hiring American Government Services Corporation to close the acquisition of the property and approve paying closing costs in the estimated amount of $6,000 for a total amount of $688,000.

## FISCAL IMPACT

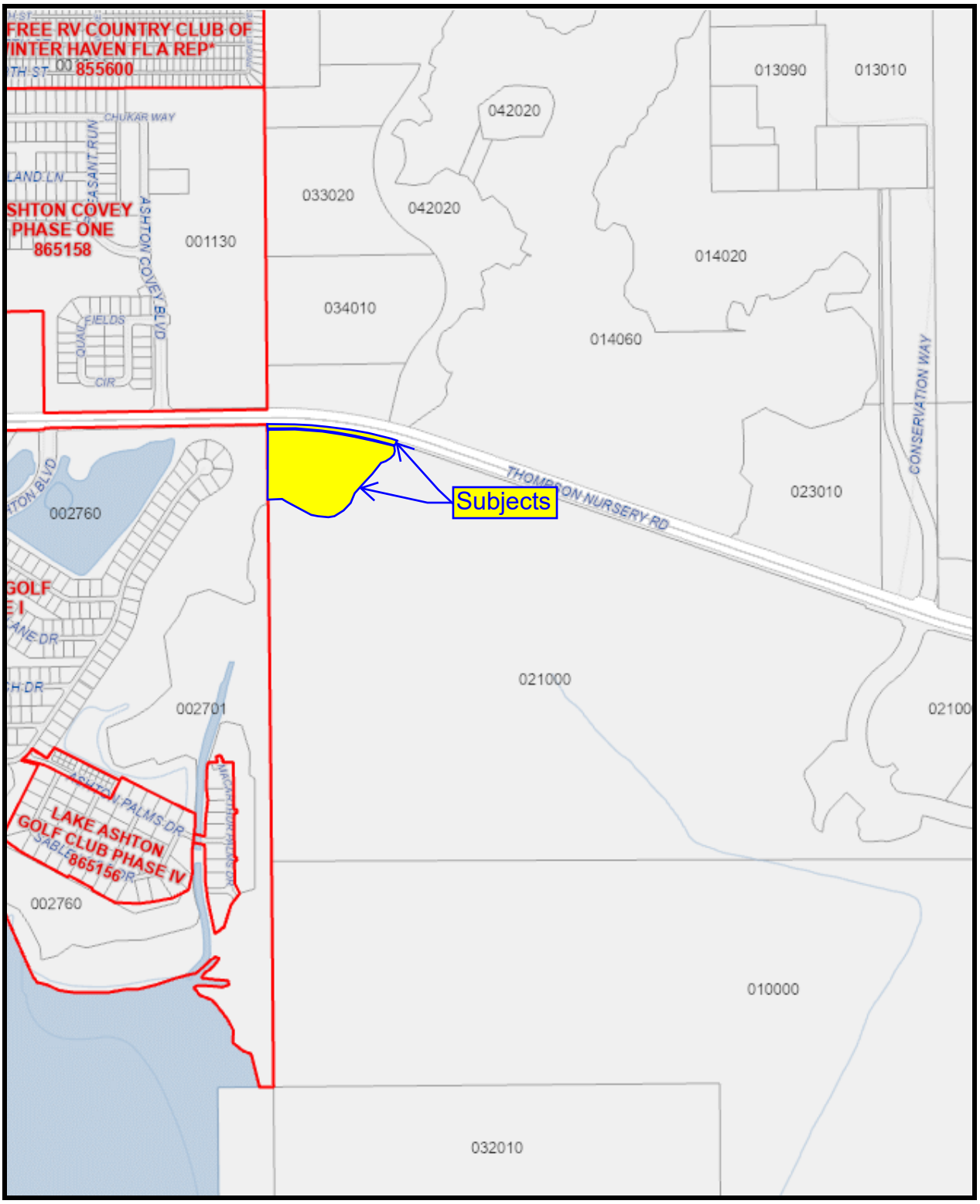
Funds are budgeted and available in Roads and Drainage 5-year CIP in the Impact Fee Zone "C" Fund.

## CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


North
Subject Area
Section 17,
Township 29 South,
Range 27 East
1027
Lake Fox
Red Fox Dr
Cypress Gardens Rd
River Lake
Summit Dr
E Lake Fox Dr
Cypress Gardens Blvd
540
27
Hwy 27
Waverly Park
Waverly Rd
W Lake Ruby Dr
Ruby Lake Ln
Lake Ruby
Carefree Country Club
Lake Bess Golf Club
Jamestown Dr
Hunters Glen Blvd
Lake Bess
Bedford Ave
Thompson Nursery Rd
Conservation Way
Lake Ashton Golf Club
Reeves Lake
Ashton Club Dr
Chalet St
Eagle Ridge Mall
Pebble Beach Blvd
Dunmore Dr
Rattlesnake Lake
Lake Myrtle

# SECTION 17, TOWNSHIP 29 SOUTH, RANGE 27 EAST



# SECTION 17, TOWNSHIP 29 SOUTH, RANGE 27 EAST



*Board of County Commissioners*

Project: Thompson Nursery Road Phase 2
Parent Parcel I.D. No.: 272917-000000-021000

# RIGHT-OF-WAY AGREEMENT

**STATE OF FLORIDA**
**COUNTY OF POLK**

THIS AGREEMENT made and entered into this 3rd day of February, 2026, between **LAKE WALES PROPERTY HOLDINGS, LLC,** a Delaware limited liability company, whose address is 9 Old Kings Highway South, 4th Floor, Darien, Connecticut 06820, hereinafter referred to as "Owner", and the **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 9005, Drawer RE-01, Bartow, Florida 33831-9005, hereinafter referred to as the "County".

**WITNESSETH**

**WHEREAS**, the County requires the lands described herein as additional right-of-way, for the construction and maintenance of an authorized road known as Thompson Nursery Road Phase 2 ("Project") Owner agrees to sell to County and County agrees to purchase from Owner the lands as more particularly described in Exhibit "A" for use as a retention pond site for the Project ("Pond Parcel") and further agrees to convey the lands as more particularly described in Exhibit "B" to the County for use as additional right-of-way for Thompson Nursery Road in conjunction with its development plans ("Right-of-Way Parcel"), together with all improvements, easements, and appurtenances (collectively, the "Property"), in accordance with the provisions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the sum of one dollar each to the other paid, it is agreed as follows:

(a) Owner agrees to sell and convey the Pond Parcel for the sum of $682,000 and agrees to convey the Right-of-Way Parcel, at no cost, all by Special Warranty Deed, free of liens and encumbrances, unto the County.

(b) The County payment of $682,000 for the purchase of the Pond Parcel together with applicable closing costs shall be made to the Title Agency described in Section (d) herein for disbursement at closing.

(c) Owner shall be responsible for the payment of any and all, current and/or past due real property taxes, or pro-rations thereof, pro-rated to the date of closing, and assessments due on the date of closing, and any payment due will be deducted at closing from the Owner's proceeds. Owner shall also be responsible for the payment of any monetary Mortgages, Judgments and/or Liens, if any, which attach to the Property and any payment(s) due will be deducted at closing from the Owner's proceeds at closing.

Parcel I.D. No.: 272917-000000-021000

(d) Transaction will be closed by American Government Services Corporation (the "Title Agency") and the County agrees to pay the closing fee, title search fee, owner's title insurance premium, documentary stamps, if any, and the recording of the deed.

(e) Owner shall be responsible for the payment of any and all, attorney fees, real estate fees and/or commissions or fees on behalf of the Owner, if any, and any payments due will be deducted at closing from the Owner's proceeds. County represents that it has not incurred the services of a broker.

(f) Any personal property located on the Property not removed after 14 days of transaction closing shall be considered abandoned by the Owner.

(g) The County acknowledges that this conveyance of the Property for right-of-way is in lieu of, and under threat of condemnation.

(h) In no event shall any of Owner's or County's direct or indirect partners, members, managers, directors, officers, investors, shareholders, employees, advisors, affiliates or agents (nor any of the direct or indirect partners, members, managers, directors, officers, shareholders, employees, advisors, affiliates or agents of any of the foregoing) be personally liable for any obligations of Owner's or County's, as applicable, under this Agreement or otherwise.

(i) The County agrees and expressly acknowledges that the Owner has not made any representations or warranties to the County regarding the Property and that the County shall accept the Property in "As-Is" condition.

(j) The Owner agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement are just and full compensation for all property interest and or claims arising from this acquisition and no other monies including fees and/or cost are owed by the County to Owner.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Parcel I.D. No.: 272917-000000-021000

* **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

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

By: _____
Scott C. Lowery, Support Manager
Polk County Real Estate Services

Approved by:

_____ 2/3/26
R. Wade Allen, Director Date

**OWNER:**
LAKE WALES PROPERTY HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name: Mara Paroseff
Title: Vice President and Secretary

By: _____
Name: Steven A. Russell
Title: Vice President

Project Name: Thompson Nursery Road pond site
Tax Folio Number: 27-29-17-000000-021000

Road Number: 961304
Project Number: TNR

## DESCRIPTION

A parcel of land being a portion of the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 29 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

**Commence** at the southwest corner of said Section 17, being monumented by a 4"x4" concrete monument and disk stamped "Chastain-Skillman"; Thence North 00°33'51" West, along the west line of said Section 17, a distance of 2174.55 feet to the **POINT OF BEGINNING**; Thence continue along said west line North 00°33'51" West, 412.07 feet to a point being 20.00 feet south of and parallel with the southerly right-of-way of Thompson Nursery Road as described in Official Records Book 1490 page 141 of the Public Records of Polk County, Florida, said point being on a non-tangent curve concave to the south having a radius of 2804.66 feet, a central angle of 15°49'07", a chord bearing of South 82°52'17" East, and a chord distance of 771.87 feet; Thence easterly, parallel with said southerly right-of-way, along the arc of said curve 774.33 feet to a wetland line depicted on a "Boundary Survey with wetland delineation" map by Basepoint Surveying, Inc., Project No. 10369, Revision 3 dated 07/27/21; Thence along said wetland lines the following sixteen (16) calls: (1) South 46°56'46" West, 34.81 feet; (2) South 12°50'45" West, 49.03 feet; (3) South 48°34'53" West, 50.94 feet; (4) South 70°19'29" West, 54.06 feet; (5) South 51°50'53" West, 61.68 feet; (6) South 50°39'14" West, 92.59 feet; (7) South 49°00'55" West, 61.60 feet; (8) South 47°03'09" West, 61.20 feet; (9) South 33°03'58" West, 73.86 feet; (10) South 19°55'54" West, 66.59 feet; (11) South 50°40'02" West, 55.85 feet; (12) North 76°57'04" West, 63.34 feet; (13) North 60°56'17" West, 75.96 feet; (14) North 49°25'21" West, 77.94 feet; (15) North 47°53'08" West, 70.23 feet; (16) South 87°50'10" West, 79.47 feet to said west line of Section 17 and the **POINT OF BEGINNING.**

Said Parcel containing 268863 square feet or 6.2 acres more or less.

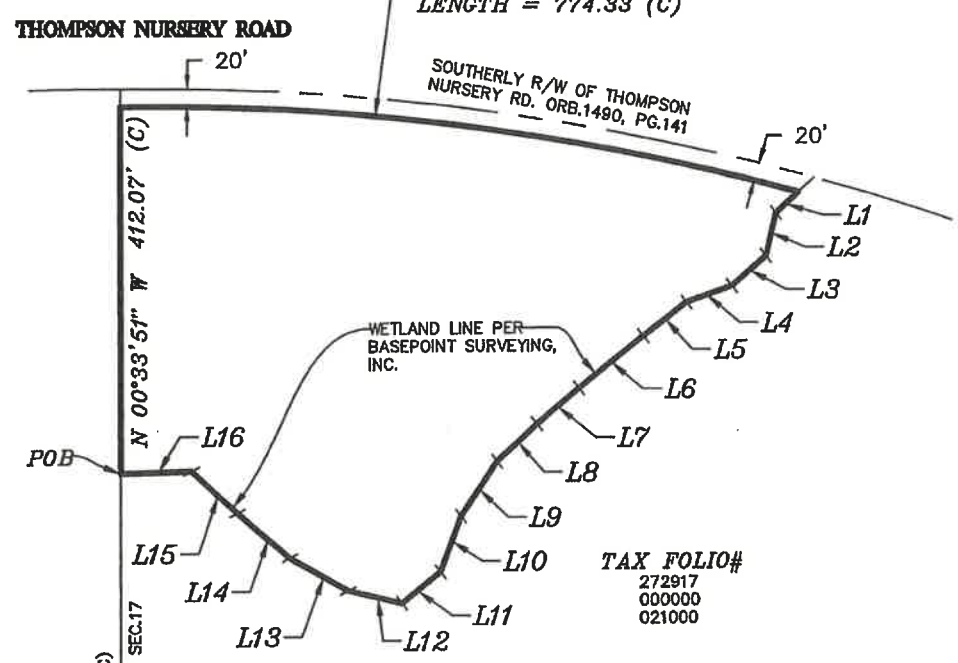
SHEET 1 OF 2 FOR SKETCH SEE SHEET 2 OF 2

| REVISION | DATE | BY |
|---|---|---|
| | | |
| | | |

# THIS IS NOT A SURVEY

SCALE
1" = 200 feet
NORTH

RADIUS = 2804.66 (C)
CENTRAL ANGLE = 15°49'07" (C)
CHORD DISTANCE = 771.87 (C)
CHORD BEARING = S 82°52'17" E (C)
LENGTH = 774.33 (C)




| Line Table | | |
|---|---|---|
| LINE # | DIRECTION (C) | LENGTH (C) |
| L1 | S 46°56'46" W | 34.81' |
| L2 | S 12°50'45" W | 49.03' |
| L3 | S 48°34'53" W | 50.94' |
| L4 | S 70°19'29" W | 54.06' |
| L5 | S 51°50'53" W | 61.66' |
| L6 | S 50°39'14" W | 92.59' |
| L7 | S 49°00'55" W | 61.60' |
| L8 | S 47°03'09" W | 61.20' |
| L9 | S 33°03'58" W | 73.86' |
| L10 | S 19°55'54" W | 66.59' |
| L11 | S 50°40'02" W | 55.85' |
| L12 | N 76°57'04" W | 63.34' |
| L13 | N 60°56'17" W | 75.96' |
| L14 | N 49°25'21" W | 77.94' |
| L15 | N 47°53'08" W | 70.23' |
| L16 | S 87°50'10" W | 79.47' |

## LEGEND

| | |
|---|---|
| (C) | = CALCULATED |
| FCMD | = FOUND CONCRETE MONUMENT W/DISK |
| (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 |
| ◎ | = CONCRETE MONUMENT |

## SURVEYOR'S NOTES.

BEARINGS AND DISTANCES ARE BASED ON A BOUNDARY AND WETLAND DELINATION MAP BY BASEPOINT SURVEYING, INC., PROJECT No.10369, REVISION 3, DATED 07/27/21. THE WEST LINE OF SECTION 17 BEING REPORTED TO BE N00°33'51"W.

SEE SHEET 1 OF 2 FOR DESCRIPTION.

JOHN RICHARD NOLAND, JR. LICENSE NUMBER 5923 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by John Richard Noland Jr.
Date: 2025.03.18 15:59:00 -04'00'

DATE
3/18/25

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 17, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

| REVISION | DATE | BY |
|---|---|---|
| | | |
| | | |
| | | |

**POLK COUNTY ROADS AND DRAINAGE**
3000 SHEFFIELD ROAD,
WINTER HAVEN, FL 33880
PHONE: (863) 535-2200 FAX: (863) 519-8117

| Sheet No. | Drawn by: | Checked by: | Check Date: |
|---|---|---|---|
| 2 of 2 | EAA | JRN | 3/18/25 |
| Parcel Number: N/A | PREPARED FOR: REAL ESTATE SERVICES | | File Name: TNR |

POLK COUNTY

Project Name: Thompson Nursery Road added R/W @ Pond Site
Tax Folio Number: 27-29-17-000000-021000

Road Number: 961304
Project Number: TNR

## DESCRIPTION

A parcel of land being a portion of the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 29 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

**Commence** at the southwest corner of said Section 17, being monumented by a 4"x4" concrete monument and disk stamped "Chastain-Skillman"; Thence North 00°33'51" West, along the west line of said Section 17, a distance of 2586.62 feet to the **POINT OF BEGINNING**; Thence continue along said west line North 00°33'51" West, 20.00 feet to the southerly right-of-way line of Thompson Nursery Road as described in Official Records Book 1490 page 141 of the Public Records of Polk County, Florida, said point being on a non-tangent curve concave to the south having a radius of 2824.66 feet, a central angle of 16°04'10", a chord bearing of South 82°44'40" East, and a chord distance of 789.62 feet; Thence easterly along the arc of said curve 792.21 feet; Thence South 46°56'46" West, 23.53 feet to a point being on a non-tangent curve concave to the south having a radius of 2804.66 feet, a central angle of 15°49'07", a chord bearing of North 82°52'17" West, and a chord distance of 771.87 feet; Thence northerly along the arc of said curve 774.33 feet to said west line of Section 17 and the **POINT OF BEGINNING**.

Said Parcel containing 15665.5 square feet more or less.

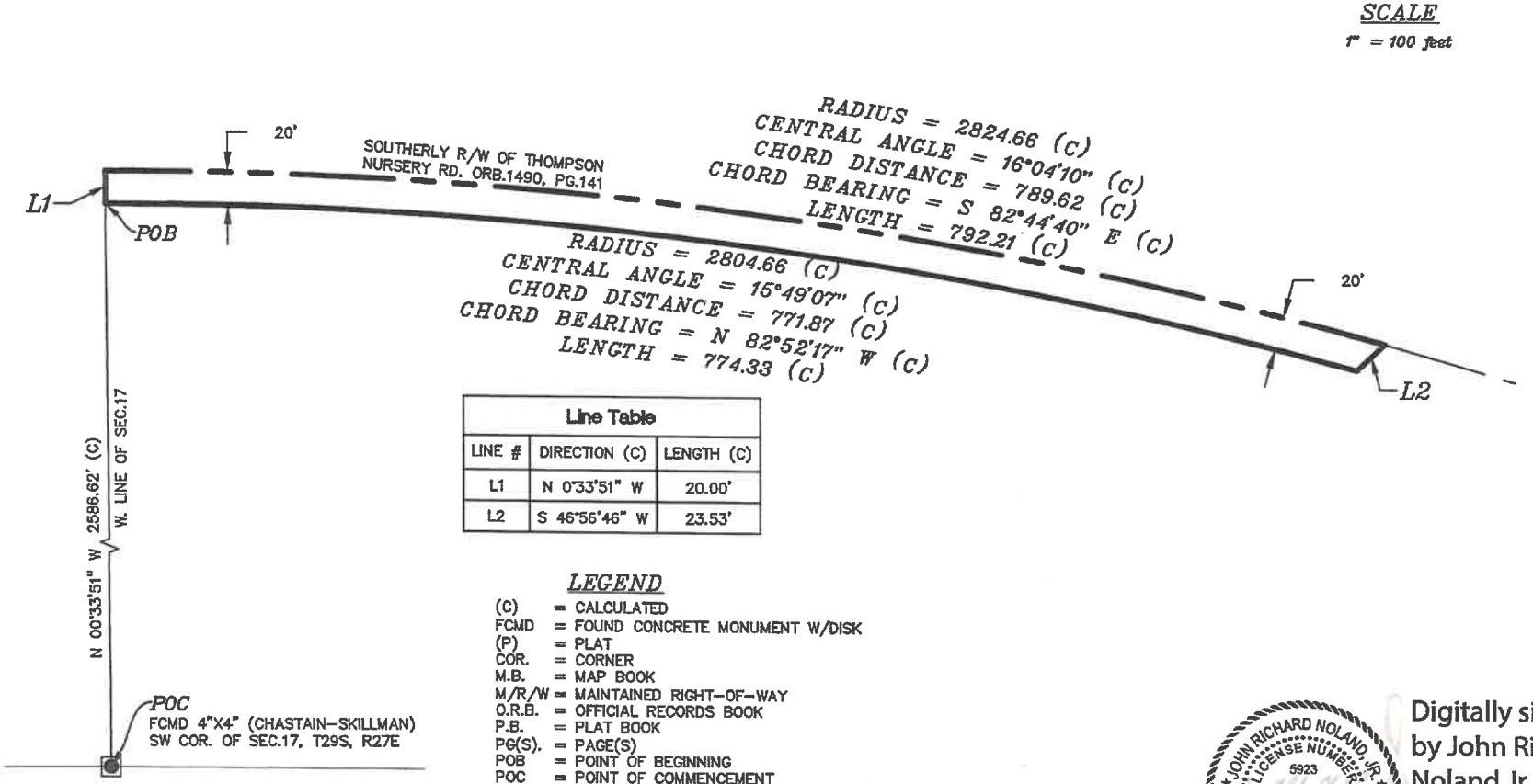
SHEET 1 OF 2

FOR SKETCH SEE SHEET 2 OF 2

| REVISION | DATE | BY |
|---|---|---|
| | | |
| | | |

# THIS IS NOT A SURVEY

SCALE
1" = 100 feet




| Line Table | | |
|---|---|---|
| LINE # | DIRECTION (C) | LENGTH (C) |
| L1 | N 0°33'51" W | 20.00' |
| L2 | S 46°56'46" W | 23.53' |

## LEGEND

| | | |
|---|---|---|
| (C) | = | CALCULATED |
| FCMD | = | FOUND CONCRETE MONUMENT W/DISK |
| (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 |
| ◉ | = | CONCRETE MONUMENT |

## SURVEYOR'S NOTES

BEARINGS AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011.

SEE SHEET 1 OF 2 FOR DESCRIPTION.

JOHN RICHARD NOLAND JR. LICENSE NUMBER 5923 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by John Richard Noland Jr.
Date: 2025.05.19 10:59:19 -04'00'

DATE
5/19/25

JOHN RICHARD NOLAND, JR. P.S.M.
FLORIDA REGISTRATION #5923
SURVEYING & MAPPING MANAGER
SURVEYING AND MAPPING SECTION

POLK COUNTY

# DESCRIPTION SKETCH

LOCATED IN SECTION 17, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

| REVISION | DATE | BY |
|---|---|---|
| | | |

**POLK COUNTY ROADS AND DRAINAGE**
3000 SHEFFIELD ROAD, WINTER HAVEN, FL 33880
PHONE: (863) 535-2200 FAX: (863) 519-8117

| Sheet No. | Drawn by: | Checked by: | Drawn Date: |
|---|---|---|---|
| 2 of 2 | EAA | JRN | 5/19/25 |
| Parcel Number: N/A | PREPARED FOR: REAL ESTATE SERVICES | | Job Number: TNR |

THIS DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR AND MAPPER.

Exhibit "B" - Sheet 2 of 2

Agenda Item R.13. 2/17/2026

## SUBJECT

Authorize the County Attorney's Office or outside counsel to stipulate to a final judgment for Parcels 101 in the case of Polk County v. SLG-SR LLC f/k/a Spirit Lake Grove LLC, an eminent domain lawsuit filed to acquire needed right-of-way for the Spirit Lake Road at Sheffield Rd/Old Bartow-Eagle Lake Road Intersection Project. ($60,781 one-time expense)

## 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 for the construction of the roadway improvements, the County will need to acquire additional right-of-way from adjacent property owners for the project. Polk County's Real Estate Services Director was authorized to take steps necessary to acquire those rights-of-way through negotiations and, as needed, through eminent domain lawsuits. Litigation has been filed and is proceeding. Parcel 101 is a fee parcel, containing a total of approximately 29,565 square feet, owned by SLG-SR LLC f/k/a Spirit Lake Grove LLC, a Florida limited liability company, which is needed for mainline right-of-way for the project.

The owner retained attorney Prineet Sharma, Esquire to represent its interest in this case. Through negotiations, settlement was reached which calls for payment of $150,000 to the owner for full payment for the taking of the parcel and all damages of any nature and payment of $15,081 for statutory attorney fees. The County is entitled to a credit in the amount of $104,300, which was previously deposited into the Registry of the Court pursuant to a court order; therefore, the balance due to the property owner, exclusive of attorney's fees, will be $45,700. The settlement amount will be paid within thirty (30) days of the entry of the Final Judgment.

## RECOMMENDATION

(1) Authorize the County Attorney's Office and outside counsel to stipulate to a Final Judgment with SLG-SR LLC f/k/a Spirit Lake Grove LLC in the total amount of $165,081 including attorney 's fees; (2) authorize payment of $60,781 to the Sharma Eminent Domain Lawyers Trust Account for disbursement; and (3) authorize the County Attorney's Office or outside counsel to bring this litigation to a close.

## FISCAL IMPACT

The total amount of $60,781 is budgeted and available within the 5-year Roads and Drainage CIP in the County Transportation Trust Fund.

## CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services

863-534-2577

Polk County

Board of County Commissioners

Agenda Item R.14. 2/17/2026

## SUBJECT

Approve Land Purchase Agreement in conjunction with the purchase of conservation preservation property located in the Lake Wales Ridge Ecosystem Project - Crooked Lake West Area, Williams parcel ($6,000 one-time expense)

## DESCRIPTION

The County through its Environmental Lands Acquisition program routinely acquires title to properties for conservation preservation purposes. Through this acquisition program the County has accumulated a large land holding within the Lake Wales Ridge Ecosystem known as the Crooked Lake West Area; however, many of the parcels are scattered and non-contiguous making land management activities very difficult. The County's Natural Resources section has identified numerous parcels which if acquired would infill and add to the overall conservation area while aiding in future land management activities. The County is in the process of contacting the property owners of the identified parcels, many of whom are out of state, with an offer to purchase the specific parcels. Several property owners are still reviewing the offer and others, such as the one referenced below, have decided to accept the County's offer, and have executed an agreement for the sale of their property.

Approving the following agreement will allow the County to purchase and take ownership of the subject property. It will also allow the parcel to be incorporated into the existing Crooked Lake West conservation preservation area and aid in the overall land management of the area:

1. Land Purchase Agreement between Linda Thornley, as Personal Representative of the Estate of Bruce Frederick Williams and Polk County for the purchase of Parcel ID Number 273027-000000-041200 for the amount of $6,000. The property is vacant rectangular-shaped parcel containing approximately 1.25 acres, lying in Section 27, Township 30 South, Range 27 East.

## RECOMMENDATION

Request Board approve the afore-mentioned Land Purchase Agreement and authorize the issuance of a check in the amount of $6,000 for the purchase.

## FISCAL IMPACT

Funds are available for the purchase of the properties in the Environmental Lands Acquisition Fund.

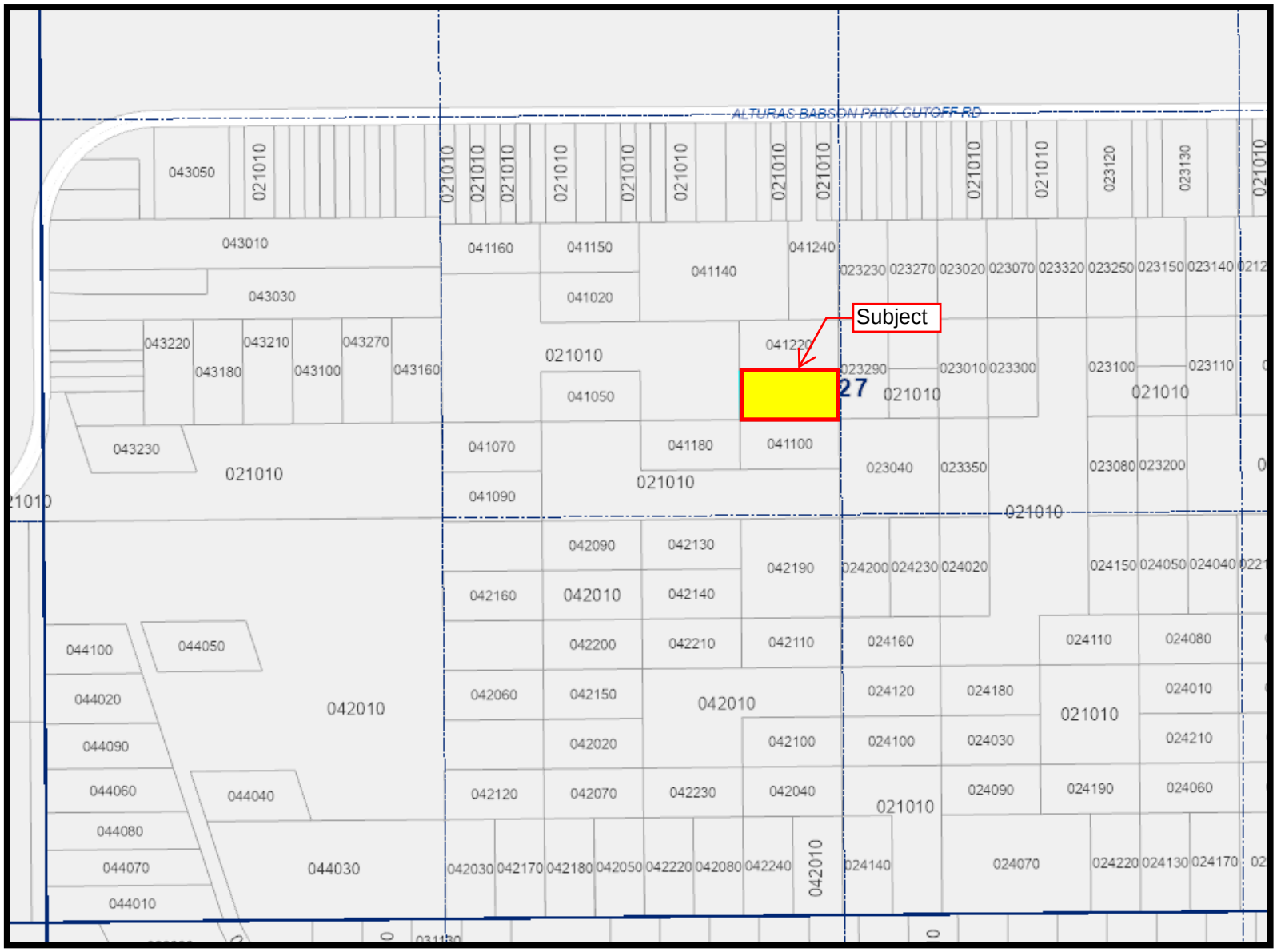
## CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577




Section 27, Township 30 South, Range 27 East

## SECTION 27, TOWNSHIP 30 SOUTH, RANGE 27 EAST



*Board of County Commissioners*

Crooked Lake West Project Area
Parcel ID Number: 273027-000000-041200

# LAND PURCHASE AGREEMENT

**COUNTY OF POLK**
**STATE OF FLORIDA**

**THIS AGREEMENT** made and entered into this 23rd day of January, 2024, between **Linda Thornley, Personal Representative of the Estate of Bruce Frederick Williams, deceased** whose mailing address is 104 Elizabeth Way, Swansboro, North Carolina 28584, hereinafter referred to as "Owner", and **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 9005, Bartow, Florida 33831-9005, hereinafter referred to as "Purchaser".

## WITNESSETH

**WHEREAS**, Owner agrees to sell to Purchaser and Purchaser agrees to purchase from Owner the land identified as **Parcel ID Number 273027-000000-041200** located in Polk County, Florida, as further described in **Exhibit "A",** containing approximately 1.25 acres, together with all improvements, easements, and appurtenances, (collectively, the "Property"), in accordance with the provisions of this Agreement.

**NOW, THEREFORE,** in consideration of the premises and the sum of One Dollar each to the other paid, it is agreed as follows:

(a) Owner agrees to sell and convey the Property by Warranty Deed, free of liens and encumbrances, unto Purchaser, for the sum of **$6,000.00 (Six Thousand Dollars)**.

(b) Purchaser shall pay unto the Owner the total sum of $6,000.00, by County Warrant, within ninety (90) days from the date hereof upon simultaneous delivery of such instrument of conveyance. Any improvements or personal property not removed from the Property by closing shall be considered abandoned by the Owner.

(c) Owner shall be responsible for the payment of any past due property taxes or current property taxes for which tax bills are available. Purchaser will be responsible for current year taxes for which no tax bill is available yet. Purchaser shall be responsible for the recording of the deed of conveyance.

(d) Owner shall be responsible for the payment of all real estate fees or commission due, if any, and any payment(s) due will be deducted at closing from Owner's proceeds. Purchaser represents it has not incurred the services of a broker.

(e) The Owner agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement is just and full compensation for all property interest and/or claims arising from this acquisition and no other monies, including fees and/or costs, are owed by the County to Owner.

- **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

**IN WITNESS WHEREOF,** the parties hereto have caused these presents to be executed in their respective names on the date shown above.

**PURCHASER:**
**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

By: _____
**Melanea D. Hough, Professional Real Estate Services**

**APPROVED BY:**

By: _____ 11/29/26
**R. Wade Allen, Director**
**Real Estate Services**
**Its Agent**

**OWNER:**

By: _____
**Linda Thornley,** Personal Representative
of the Estate of Bruce Frederick Williams, deceased

## Exhibit "A"

Tract No. 195: The East 330 feet of the West 1320 feet of the North 165 feet of the South 1815 feet of the East 3/4 of the South 1/2 of Section 27, Township 30 South, Range 27 East. The West 30 feet thereof subject to an easement for road right-of-way.

Being Parcel I.D. #273027-000000-041200

Being the same property described in that certain Warranty Deed recorded in Official Record Book 2215 at Page 0346, Public Records of Polk County, Florida.

Agenda Item R.15. 2/17/2026

## SUBJECT

Approve Consultant Services Authorization (CSA) No. 2022-083-04 with Burgess & Niple, Inc. (B&N), (CONSULTANT) to provide professional design services for the development of full construction documents for the US 27 at Holly Hill Road Intersection Improvement project. (Total cost not-to-exceed $276,580.42)

## DESCRIPTION

Polk County Roads and Drainage is requesting the CONSULTANT prepare Contract Documents for construction of the project. Services shall include Roadway, Drainage, and Lighting Plans, Utility Adjustment Plans, Environmental Permits, Signing and Pavement Marking Plans, Signalization Plans, Construction Quantity and Cost Estimates, Specifications, and Post Design Services for improvements to the intersection of US 27 and Holly Hill Road. The Total Cost for providing these services shall not exceed $276,580.42.

## RECOMMENDATION

Request Board approve Consultant Services Authorization 2022-083-04 with Burgess & Niple, Inc. (B&N), (CONSULTANT) to provide professional design services for the development of full construction documents for the US 27 at Holly Hill Road intersection. (Total cost not-to-exceed $276,580.42)

## FISCAL IMPACT

Funds are available and budgeted in Transportation Trust Fund.

## CONTACT INFORMATION

Jose Fernandez, E.I.
Engineer, E.I./Project Manager
Roads and Drainage
865-535-2276
JoseFernandez@polkfl.gov

# REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE) Noah Milov ✓
Heather Bryan ___

FROM: Jose Fernandez (863) 535-2310 (Name and Phone Number) DATE: 01/23/2026

RETURN TO: Jose Fernandez, TR01 DIVISION: Roads & Drainage

BOARD AGENDA DATE: 01/20/2026 COUNTY MANAGER ITEM: ☐

PROJECT: US 27 @ Holly Hill Road Intersection Improvements

CSA/CONTRACT NUMBER: 22-083-04

MODIFICATION NUMBER: _____ CHANGE ORDER NUMBER: _____

TYPE OF AGREEMENT: CSA

NAME OF CONSULTANT/CONTRACTOR: Burgess & Niple, Inc. (B&N)

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

REQUEST IN DETAIL: _____

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

County Attorney

**For CAO Use Only:**

Assigned Staff: Noah Log-In Date: JAN 28 2026

CAO Project Number: 2026-64 Log-Out Date: 1/29/26

## SUBJECT

Approve Consultant Services Authorization (CSA) No. 2022-083-04 with Burgess & Niple, Inc. (B&N), (CONSULTANT) to provide professional design services for the development of full construction documents for the US 27 at Holly Hill Road Intersection Improvement project. (Total cost not-to-exceed $276,580.42)

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## RECOMMENDATION

Request Board approve Consultant Services Authorization 2022-083-04 with Burgess & Niple, Inc. (B&N), (CONSULTANT) to provide professional design services for the development of full construction documents for the US 27 at Holly Hill Road intersection. (Total cost not-to-exceed $276,580.42)

## FISCAL IMPACT

Funds are budgeted in Transportation Trust Fund.

## CONTACT INFORMATION

Name: Jose Fernandez, E.I.
Title: Engineer, E.I./Project Manager
Division: Roads and Drainage
Phone: 865-535-2276
E-mail:JoseFernandez@polkfl.gov

## CONSULTANT APPROVAL FORM

**CPO**: If Consultant fee is under $50,000 & construction is under $250,000
**CSA**: If Construction is under $7,500,000;
OR for study activity if consultant fee is under $500,000- (FS 287.055 CCNA)

**CPO/CSA #:** 2022-083-04 (Assigned by Procurement)

---

To be completed by the requesting Division:

Date: 01/23/2026 Division: Roads and Drainage

Project Manager's Name: Jose Fernandez Phone #: 535-2310

Project Name: US 27 @ Holly Hill Road Intersection Improvements

Total Project Budget: $ 2,000,000.00 Project #: 5400260

Estimate of Construction Cost: $750,000.00

Proposed Consultant: Burgess & Niple, Inc. Fee: $276,580.42

Master Consultant Agreement #: 22-083

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

Approved By: _____ Date 1/23/26
Division Director/Designee

---

**Procurement Division**

Date Received: 1/27/26 Date Reviewed by Analyst: 1/27/26

Approved by: _____
(Procurement Director/Designee)

---

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

Date Received: 1/28/26 Date Reviewed: 1/29/26

Approved by: _____
(County Attorney Office Signature)

---

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

Date Received: 1/30/2026 Date Reviewed: 1/30/2026

Approved by: _____
(County Manager Office Signature)

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

Revised: 6/28/24(KB)

## Selection Procedure for Consultants with Continuing Contracts
## CCNA Continuing Contracts Justification Form

**Please submit this form along with any Original CSA/CPO Consultant Approval Form**

**Division:** Roads & Drainage
**Project Manager:** Jose Fernandez

**Step 1:**

**Review list for appropriate Expertise, Experience, and Personnel (List all consultants awarded a master agreement under the RFP)**

| Consultant | Expertise | Experience | Personnel | Local (Y/N) | Elevated for Consideration (Y/N) |
|---|---|---|---|---|---|
| AECOM | Y | Y | Y | Y | Y |
| AIM Engneering & Survey | Y | Y | Y | Y | Y |
| Burgess and Niple | Y | Y | Y | N | Y |
| CONSOR Engineers | Y | Y | Y | Y | Y |
| Dewberry Engineers | Y | Y | Y | Y | Y |
| DRMP | Y | Y | Y | Y | Y |
| HDR Engineering | Y | Y | Y | N | Y |
| HNTB | Y | Y | Y | Y | Y |
| Jacobs Engineering Group | Y | Y | Y | N | Y |
| Kissinger Campo & Associates | Y | Y | Y | N | Y |
| Kimley-Horn and Associates | Y | Y | Y | N | Y |
| Mott MacDonald Florida | Y | Y | Y | N | Y |
| NV5 | Y | Y | Y | N | Y |
| Patel, Greene, and Associates | Y | Y | Y | Y | Y |
| Rummel, Klepper & Kahl | Y | Y | Y | Y | Y |
| Wood Environmental & Infrastructure Solutions | Y | Y | Y | Y | Y |
| WSP USA | Y | Y | Y | Y | Y |

**Step 2:**

**Past performance on similar projects satisfactory (List all consultants elevated from Step 1)**

| Consultant | Has past performance been satisfactory (Y/N) | Elevated for Consideration(Y/N) |
|---|---|---|
| AECOM | Y | Y |
| AIM Engneering & Survey | Y | Y |
| Burgess and Niple | Y | Y |
| CONSOR Engineers | Y | Y |
| Dewberry Engineers | Y | Y |
| DRMP | Y | Y |
| HDR Engineering | Y | Y |
| HNTB | Y | Y |
| Jacobs Engineering Group | Y | Y |
| Kissinger Campo & Associates | Y | Y |
| Kimley-Horn and Associates | Y | Y |
| Mott MacDonald Florida | Y | Y |
| NV5 | Y | Y |
| Patel, Greene, and Associates | Y | Y |
| Rummel, Klepper & Kahl | Y | Y |
| Wood Environmental & Infrastructure Solutions | Y | Y |
| WSP USA | Y | Y |

**State justification for each firm NOT elevated and why:**

**Step 3:**

**Total amount of money the County has contracted with each Consultant elevated to Step 2 during the last 24 months.**

| Consultant | Contracted Amount | Elevated (Y/N) |
|---|---|---|
| AECOM | $725,741.75 | N |
| AIM Engneering & Survey | $288,191.68 | N |
| Burgess and Niple | $156,438.64 | Y |
| CONSOR Engineers | $446,183.88 | N |
| Dewberry Engineers | $215,176.32 | N |
| DRMP | $401,840.25 | N |
| HDR Engineering | $478,192.81 | N |
| HNTB | $551,878.40 | N |
| Jacobs Engineering Group | $534,816.40 | N |
| Kissinger Campo & Associates | $413,087.24 | N |
| Kimley-Horn and Associates | $377,193.00 | N |
| Mott MacDonald Florida | $99,951.44 | N |
| NV5 | $116,179.16 | N |
| Patel, Greene, and Associates | $308,833.05 | N |
| Rummel, Klepper & Kahl | $587,193.82 | N |
| WSP USA | $1,004,224.82 | N |

**Step 4:**

**State justification, if the chosen consultant does not have the least amount of contract obligation.**

Negotiation with these firms is on-going for work related to different project.

**Consultant Services Authorization**

| | |
|---|---|
| Firm Name: | Burgess & Niple, Inc. |
| Master Agreement No.: | 22-083 |
| CSA No.: | 22-083-04 |
| Project Name: | US 27 and Holly Hill Road Intersection Improvements |
| Project Description: | To provide professional engineering services for the design, permitting and utility coordination needed to an additional right turn lane to Holly Hill Road into US 27 and the replacement of the existing two dual-arm mast arm traffic signals. |
| Project Exhibits and Attachments | Exhibit "A"- Scope of Services for this CSA<br>Exhibit "B"- Current Fee Schedule (Master Agreement)<br>Exhibit "C"- Reimbursable Cost Schedule<br>Exhibit "D"- Professional Liability (Project Specific) |
| Duration (in days) | Through completion of all related work |
| Compensation (Lump sum or Not to exceed to be identified in Exhibit "A") | $276,580.42 |
| Liquidated Damages (if applicable) | $0.00/Per Day |
| Budget Source/Availability | 10104.540541095.5666000.5400260 |

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

**Attest:**
STACY M. BUTTERFIELD
By: _____
Deputy Clerk
Date Approved by County: _____

POLK COUNTY, a political subdivision of the State of Florida
By: _____
_____, Chairman
Board of County Commissioners
Review as to form and legal sufficiency
1/29/26
County Attorney's Office Date

**Attest:**
Burgess & Niple, Inc.
CONSULTANT COMPANY NAME
Authorized Corporate Officer
1/29/2026
Corporate Secretary Date
Scott D. Perfater, PE, Executive Vice President / January 19, 2026
[Printed Name and Title] Date

**SEAL**

7.27.20(MS)

**BURGESS & NIPLE**

1800 Pembrook Drive | Suite 265 | Orlando, FL 32810 | 407.401.8527

Mr. Jose Fernandez, EI
Project Manager
Polk County, Roads and Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880

Re: **US 27 at Holly Hill Road Intersection Improvements**
Contract No. 2022-083, Task Work Order No. 4

January 14, 2026

Dear Mr. Fernandez:

Burgess & Niple, Inc. (B&N) is pleased to submit this fee proposal for professional services for improvements to the US 27 and Holly Hill Road intersection. This proposed fee proposal was prepared based on the scoping email sent from Doug Gable, PE to Scott Perfater, PE on September 26, 2025 as well as discussions with Polk County (hereinafter referred to as County) staff. We have enclosed a scope of services and proposed maximum not-to-exceed fee for this contract assigned under the authority of our continuing services contract with Polk County, Contract No. 22-083.

**SECTION I – BACKGROUND**

This proposal is for intersection improvements to the existing US 27 and Holly Hill Road intersection in Polk County. Currently, the intersection includes four mainline approaches. The Holly Hill Road east approach currently has a left turn lane and a thru/right turn lane. A separate right turn lane is proposed. No other turn lane improvements are proposed. The intersection is controlled by two dual-arm mast arm traffic signals that will be replaced due to the widening for the turn lane. The project is anticipated to qualify for a permit exemption from the Southwest Florida Water Management District (SWFWMD) per Chapter 62-300.051 F.A.C. The purpose of this Scope of Services is to define the responsibilities of B&N and the County with respect to the design and preparation of construction plans and specifications for the project.

The County has requested B&N to provide design services for the proposed improvements.

**SECTION II – DESIGN CRITERIA**

The analysis shall be based on the following guidance documents:

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (also known as the "Florida Greenbook"), 2023 Edition;
- FDOT Standard Plans for Road Construction, FY 2026-27;
- FHWA Manual on Uniform Traffic Control Devices, 2023 Edition; and,

## SECTION III – PROJECT DESCRIPTION

The primary tasks necessary to design a right turn lane on the east approach for the intersection and prepare construction plans for construction of the proposed improvements are described below.

- Widen Holly Hill Road as necessary to provide a westbound to northbound right turn lane at the intersection with US 27. A flexible pavement design for the required widening and resurfacing is not anticipated. The County will provide a standard pavement section to be incorporated into the construction plans.
- Replace the existing dual-arm mast arms in the northeast and southwest quadrants with new dual mast arms in the same quadrants to account for the new movements.
- Utilizing FDOT Standard Plans for Road Construction, Index 600 Series, provide temporary traffic control plans and notes, as necessary to accommodate the proposed construction operations.
- Verify adequacy of existing stormwater conveyance features necessary to accommodate the proposed improvements.
- Provide additional lighting in accordance with FDM Section 231.3.1 to accommodate the proposed improvements.
- Prepare and submit a SWFWMD Form 62-330.050(1) "Request of Verification of an Exemption." For purposes of this proposal, it is anticipated the proposed improvements will qualify for an exemption under Chapter 62-330.051F.A. C. due to avoiding wetland impacts. Should the project result in unavoidable wetland impacts, a supplemental proposal will be submitted to prepare an environmental resource permit package.
- All work will be conducted within the existing right-of-way.

## SECTION IV – DESIGN PHASE SERVICES

B&N shall provide the design services for the project except as specifically excluded in this Scope of Services. The primary services are listed below.

- Prepare construction plans incorporating the proposed roadway, drainage, signing and pavement marking, erosion control, and temporary traffic control designs.
- Prepare and submit SWFWMD "Request for Verification of an Exemption."
- Prepare bid items and construction cost estimates. Estimates will be based on FDOT's current 12-month moving average Historical Unit Bid Prices for Area 8 which includes Polk County.
- Provide post design services.

### A) Roadway Plans Preparation

1) B&N shall furnish roadway construction plans for the project to include key sheet, summary of pay items, typical sections, summary of quantities, roadway plan and profile sheets, roadway cross sections at 50-foot increments, traffic control plans, erosion control plans, storm water pollution prevention plan, and incidental details.

2) B&N shall develop and incorporate the proposed intersection improvements design in coordination with the County.

3) Construction plans are to be in 11" x 17" format. Plan sheets are to be in an acceptable scale (i.e. 1-inch = 50-feet). Key sheet and overall project sheets shall not exceed a scale of 1-inch = 200-feet. See "Submittals and Design Reviews" for specific plans submittal information.

**B) Drainage Design**

A preliminary review of the proposed improvements along US 27 and Holly Hill Road revealed the project area is located within the Crystal Lake Drain (WBID 1406A). It is anticipated the proposed roadway improvements will qualify for an exemption from permitting. B&N shall perform the following drainage design tasks.

1) Assess the existing hydrology and existing roadway drainage conveyance system within the limits of the proposed improvements, which will include identifying and assessing the existing outfall condition.

2) Identify impacts to existing drainage conveyance systems based on the proposed turn lane addition. Work includes developing the proposed drainage improvements within roadway right-of-way to accommodate the additional turn lane and proposed signal mast arm.

3) The drainage design will be summarized and documented in a Drainage Memorandum to be submitted in support of the permit exemption application to SWFWMD.

**C) Utility Coordination & Subsurface Utility Exploration – CivilSurv Design Group, Inc ($30,915.00)**

B&N through subconsultant CivilSurv Design Group, Inc. is responsible for SUE investigation and utility coordination. Those efforts are outlined in Exhibit A-3.

**D) Signing & Pavement Marking Plans**

B&N shall analyze and document signing and pavement marking requirements in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. B&N shall prepare a set of signing and pavement marking plans to be included in the roadway plan set. Signing and marking quantities shall be included in the listing of the roadway quantities. The signing and pavement marking sheets shall include general notes, plan sheets and special details, if required.

**E) Signalization Plans**

1) B&N shall furnish signalization plans at the US 27 at Holly Hill Road intersection to accommodate two mast arm traffic signals. Dual-arm mast arms are anticipated in the northeast and southwest quadrants and will be designed to accommodate the existing intersection configuration.

2) Mast arm calculations will be included.

3) Loop detection will be incorporated into the signalization plans.

4) Push button pedestrian signalization features including countdown timers will be provided with sidewalk connections to the east and the west on both the south and north sides of the road.

**F) Lighting Plans**

1) B&N shall furnish lighting plans at the US 27 at Holly Hill Road intersection. New lighting will be provided on the side street approaches. It is anticipated the existing lighting along US 27 will be able to remain. New luminaires may be required to ensure appropriate lighting values are met.

2) A new load center will be provided for the side street lighting.

**G) Geotechnical – Madrid CPWG ($11,783.94)**

B&N, through subconsultant Madrid CPWG, shall provide geotechnical services outlined in Exhibit A-4.

**H) Project Specifications**

The County's Standard Technical Specifications shall be used for the project along with FDOT Standard Specifications for Road and Bridge Construction, Divisions II and III (as applicable).

**I) Bid Quantities**

B&N shall prepare bid quantities to include bid items necessary for construction of the project. Bid items shall include reference to applicable and current FDOT measurement and pay items.

1) If required, bid proposal sheets included with the Project Bid Specification package shall be prepared by the County based on quantities provided by B&N. County Push Button Construction Contracting is not anticipated.
2) Preliminary bid quantities only shall be submitted with the 60% design review submittal. The quantities and associated cost shall be submitted in the Engineer's Construction Cost Estimate submitted with the 100% and Final design submittals.
3) Construction costs are to be based on FDOT's current 12-month moving average Historical Unit Bid Prices for Area 8 which includes Polk County.

**J) Services to be Provided by the County**

The following services are to be provided by the County.

1) Design & Right of Way Survey. The County shall furnish all required design survey data in electronic format as required to complete the project, including but not limited to the following tasks:
   a) Survey baseline alignments;
   b) Horizontal and vertical survey control information;
   c) Topographic survey;
   d) Digital terrain model;
   e) Drainage survey including type, size, rim and/or grate elevation and invert elevations, as applicable;
   f) Aboveground utilities; and,
   g) Existing right of way and property lines.

   The County shall furnish B&N with copies of existing right of way maps within the vicinity of the project.

2) Design Reviews. The County shall provide timely reviews of all design submissions.

3) Public Involvement. The County shall provide any necessary public involvement throughout the course of the project.

## SECTION V – DESIGN REQUIREMENTS & PROVISIONS FOR WORK

### A) Plan Preparation

B&N shall prepare plans, specifications and other documents that are accurate, legible and consistent with the profession's standard of care. In case of conflicts between criteria stated in the aforementioned documents, B&N shall obtain County direction. If it becomes necessary for B&N to deviate from the standard design criteria specified in the documents, B&N shall formally request authorization from the County by submitting a design variation request that describes the condition and states in writing, the reasons for the deviations. The request for any design variation shall be signed and sealed by the Engineer of Record (EOR). County Push Button Construction Contracting is not anticipated.

### B) Submittals & Design Reviews

All submittals shall be made to County in electronic format for those items described in this section. For purposes of this proposal, it is assumed the project reviews will be carried out by County staff.

- Plan design review submittals shall occur at the 60%, 100%, and Final phases.
- Bid quantities and construction cost estimates shall be submitted at the 60% (quantities only), 100%, and Final submittal phases.
- B&N shall submit a PDF plan set along with accompanying design documentation for the 60%, 100%, and Final submittals.
- The final design submittal will consist of three (3) signed and sealed (11 x 17) plan sets, PDF plan set and one copy of digital design files in acceptable AUTOCAD format.

- B&N shall respond to the County's design review comments in writing and incorporate revisions into the plans as appropriate. Written responses and plans revisions are to be included with the subsequent phase submittal.
- B&N shall respond to regulatory agencies review comments in the same manner.

**C) Final Design Project Schedule**

B&N's services shall commence upon receipt of written notice to proceed (NTP) issued by the County. B&N shall complete the final design of improvements in accordance with the agreed upon project schedule. For purposes of this Scope of Services, an 18-month schedule following NTP for delivery of all services is anticipated.

**SECTION VI – POST DESIGN PHASE SERVICES**

Post Design Services are support services that may be required to address changed conditions and other Services not covered under the original contract or subsequent contract modifications in order to facilitate and satisfactorily complete construction. These services are not intended to address any B&N errors and/or omissions that may occur. The hours required to complete these tasks may be increased or decreased by the County based on actual project requirements.

The following items are representative, but not limited to, services related to construction assistance to be provided by B&N. During the construction phase, it is understood a County designee is to administer the construction contract, perform records management and carry out resident engineering and inspection services.

B&N shall furnish the following services:

- Attend one pre-bid conference prior to construction letting and one pre-construction meeting prior to the commencement of construction to assist the County designee as requested;
- Provide written interpretations of the Contract Documents (i.e. plans, specifications and bid package) to the County designee and respond to questions concerning unforeseen conditions affecting the project's design and construction. B&N shall not direct or infer changes to the construction contract. Changes shall be submitted through the County's change order procedure as administered by the County's designee. Responses to four contractor/County designee requests for information are anticipated and included in this fee proposal.
- Attend one site visit as necessary to respond to problems encountered during construction and conduct field investigations as requested by the County designee. Based on information obtained during the visit to the construction site, B&N shall assist the COUNTY in providing potential solutions to any problem encountered including any plan modifications that may be required.
- From time to time during construction, B&N may be requested by the County designee to review contractor proposed field changes or respond with a recommended solution to remedy particular field situations not covered by the plans and specifications. B&N shall revise the plans to provide for changes the County deems necessary following final plan acceptance. One construction change is anticipated and included in this fee proposal.

## SECTION VII – PAYMENT FOR PROFESSIONAL SERVICES

The proposed maximum not to exceed fee for the professional engineering services described above is $276,580.42.
See Exhibit A-2 for a staff hour breakdown of this proposed professional services fee. If there are any questions regarding the enclosed material or if we can provide additional information to assist the County with its review, please contact us.

Sincerely,

**BURGESS & NIPLE, INC.**

Scott D. Perfater, PE
Executive Vice President

John Dee, PE
Project Manager

# EXHIBIT A-2 - BURGESS & NIPLE FEE ESTIMATE

# ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

| | | | |
|---|---|---|---|
| Name of Project: | US 27 at Holly Hill Road intersection improvements | Consultant Name: | Burgess & Niple, Inc. |
| County: | Polk | Consultant No.: | enter consultants proj. number |
| FPN: | 22-083-04 | Date: | 12/24/2025 |
| FAP No.: | 1/0/1900 | Estimator: | insert name |

| Staff Classification | Total Staff Hours From "SH Summary - Firm" | Project Manager 3 | Chief Engineer 2 | Engineer 2 | Engineer Intern | Chief Designer | Senior Engineer 1 | Staff Classification 7 | Staff Classification 8 | Staff Classification 9 | Staff Classification 10 | Staff Classification 11 | Staff Classification 12 | SH By Activity | Salary Cost By Activity | Average Rate Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $250.53 | $314.98 | $201.99 | $118.94 | $187.59 | $197.80 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | | |
| 3. Project Common and Project General Tasks | 183 | 110 | 19 | 0 | 27 | 27 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 183 | $41,818.85 | $228.52 |
| 4. Roadway Analysis | 278 | 28 | 14 | 70 | 69 | 97 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 278 | $51,966.67 | $186.93 |
| 5. Roadway Plans | 98 | 2 | 0 | 33 | 29 | 34 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 98 | $16,994.05 | $173.41 |
| 5a. Drainage Analysis | 141 | 8 | 7 | 49 | 28 | 49 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 141 | $26,628.70 | $188.86 |
| 6b. Drainage Plans | 20 | 0 | 0 | 7 | 6 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20 | $3,440.70 | $172.04 |
| 6c. Selective C&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| 7. Utilities | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| 8. Environmental Permits,and Env. Clearances | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| 9. Structures - Misc. Tasks, Dwgs, Non-Tech. | 14 | 1 | 0 | 4 | 3 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | $2,571.48 | $183.68 |
| 10. Structures - Bridge Development Report | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| 11. Structures - Temporary Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| 12. Structures - Short Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| 13. Structures - Medium Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| 14. Structures - Structural Steel Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| 15. Structures - Segmental Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| 16. Structures - Movable Span | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| 17. Structures - Retaining Walls | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| 18. Structures - Miscellaneous | 36 | 2 | 1 | 9 | 9 | 7 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 36 | $6,599.92 | $183.33 |
| 19. Signing & Pavement Marking Analysis | 91 | 5 | 2 | 22 | 23 | 32 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 91 | $16,449.45 | $180.76 |
| 20. Signing & Pavement Marking Plans | 14 | 0 | 0 | 3 | 4 | 5 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | $2,415.28 | $172.52 |
| 21. Signalization Analysis | 166 | 8 | 3 | 42 | 42 | 58 | 13 | 0 | 0 | 0 | 0 | 0 | 0 | 166 | $29,879.80 | $180.00 |
| 22. Signalization Plans | 47 | 1 | 0 | 10 | 14 | 16 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 47 | $8,123.83 | $172.85 |
| 23. Lighting Analysis | 103 | 5 | 2 | 26 | 26 | 36 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 103 | $18,562.39 | $180.22 |
| 24. Lighting Plans | 49 | 1 | 0 | 10 | 15 | 17 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 49 | $8,430.36 | $172.05 |
| 25. Landscape Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| 26. Landscape Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| 27. Survey (Field & Office Support) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| 28. Photogrammetry | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| 29. Mapping | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| 30. Terrestrial Mobile LiDAR | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| 31. Architecture Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| 32. Noise Barriers Impact Design Assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| 33. Intelligent Transportation Systems Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| 34. Intelligent Transportation Systems Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| 35. Geotechnical | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| **Total Staff Hours** | 1,240 | 171 | 48 | 285 | 295 | 388 | 53 | 0 | 0 | 0 | 0 | 0 | 0 | 1,240 | | |
| **Total Staff Cost** | | $42,840.63 | $15,118.08 | $57,567.15 | $35,087.30 | $72,784.92 | $10,483.40 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | $233,881.48 | $188.61 |

Check = $233,881.48

| Survey Field Days by Subconsultant | |
|---|---|
| 4 - Person Crew: | |

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

| | | | | | | |
|---|---|---|---|---|---|---|
| SALARY RELATED COSTS: | | | | | | $233,881.48 |
| OVERHEAD: | | 0% | | | | $0.00 |
| OPERATING MARGIN: | | 0% | | | | $0.00 |
| FCCM (Facilities Capital Cost Money): | | 0.00% | | | | $0.00 |
| EXPENSES: | | 0.00% | | | | $0.00 |
| Survey (Field - if by Prime) | 0 | 4-person crew days @ | $ - | / day | | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | | | | **$233,881.48** |
| Subconsultant: CivilSurv | | | | | | $30,915.00 |
| Subconsultant: MadridCPWG | | | | | | $11,783.94 |
| Subconsultant: Sub 3 | | | | | | $0.00 |
| Subconsultant: Sub 4 | | | | | | $0.00 |
| Subconsultant: Sub 5 | | | | | | $0.00 |
| Subconsultant: Sub 6 | | | | | | $0.00 |
| Subconsultant: Sub 7 | | | | | | $0.00 |
| Subconsultant: Sub 8 | | | | | | $0.00 |
| Subconsultant: Sub 9 | | | | | | $0.00 |
| Subconsultant: Sub 10 | | | | | | $0.00 |
| Subconsultant: Sub 11 | | | | | | $0.00 |
| Subconsultant: Sub 12 | | | | | | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | | | | **$276,580.42** |
| Geotechnical Field and Lab Testing | | | | | | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | | | | **$276,580.42** |
| Optional Services | | | | | | $0.00 |
| **GRAND TOTAL ESTIMATED FEE:** | | | | | | **$276,580.42** |

1060

# EXHIBIT A-3 - CIVILSURV SCOPE & FEE ESTIMATE

John Dee, PE
Burgess & Niple, Inc.
Office: 407.401.8527 x5205
Cell: 407.256.3605
Mail: John.Dee@burgessniple.com

January 12, 2026

RE: Survey Services for US27 at Holly Hill Road, Polk County BOCC

Dear Mr. Dee,

CivilSurv Design Group, Inc. is pleased to submit this proposal for the surveying and mapping services required for this project. We look forward to working with B&N towards the successful completion of this project. We understand the Subsurface Utility Exploration (SUE) and utility coordination services are required for the design of new turn lanes at the intersection.

## I. SCOPE OF SERVICES

CivilSurv Design Group, Inc. will provide Utility Coordination and SUE survey services for the project as requested in your email of November 7th, 2025.

- We will provide SUE Designation (Level B) services to identify the utilities in the intersection and up to 10 (ten) SUE utility Locates (Level A) to identify the depth, location, size and material of underground utilities. The Locates will be completed as identified by the EOR.

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

Utility Coordination Services will provide the following;

- Provide the design team the locations and markups per the utility providers within the corridor at 30%, 60%, 90%, and Final Design.
- Letter with final design submittal stating that all know utility conflicts have been cleared. On our letterhead, if not cleared, list the utilities and the reasons why.
- Will provide with final submittal: all signed UWS's, letters of no involvement, letters of no conflict, 811 design ticket, all correspondence with UAO's during design.

## II. DELIVERABLES

For the SUE services we will provide a Microstation ORD or Civil3D file of the Designated utilities, a verified utility spread sheet and dig sheets of the SUE Level A soft digs performed.

## III. FEES

The SUE services can be provided of a not to exceed fee of $20,870.00.
The utility coordination scope of services described can be provided for a lump-sum fee of $10,045.00.

## IV. SCHEDULE

The SUE Designates can be completed 6 weeks from receipt of NTP. The Utility Coordination and SUE Locates will be completed as the project progresses.

CivilSurv Design Group, Inc. greatly appreciates this opportunity to work with B&N and Polk County.

Sincerely,

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

## ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: US 27 at Holly Hill Road intersection improvements
County: Polk
FPN: 22-083-04
FAP No.: 1/0/1900

Consultant Name: CivilSurv
Consultant No.: N/A
Date: 12/24/2025
Estimator: insert name

| Staff Classification | Total Staff Hours From "SH Summary Firm" | Project Manager | Sr. Project Manager | Project Manager | Associate 2 | Staff Classification 5 | Staff Classification 6 | Staff Classification 7 | Staff Classification 8 | Staff Classification 9 | Staff Classification 10 | Staff Classification 11 | Staff Classification 12 | SH By Activity | Salary Cost By Activity | Average Rate Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $0.00 | $175.00 | $130.00 | $110.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | | |
| 3. Project Common and Project General Tasks | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 4. Roadway Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 5. Roadway Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 6a. Drainage Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 6b. Drainage Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 6c. Selective C&G | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 7. Utilities | 86 | 0 | 9 | 0 | 77 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 86 | $10,045 | $116.80 |
| 8. Environmental Permits,and Env. Clearances | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 9. Structures - Misc. Tasks, Dwgs, Non-Tech. | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 10. Structures - Bridge Development Report | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 11. Structures - Temporary Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 12. Structures - Short Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 13. Structures - Medium Span Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 14. Structures - Structural Steel Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 15. Structures - Segmental Concrete Bridge | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 16. Structures - Movable Span | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 17. Structures - Retaining Walls | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 18. Structures - Miscellaneous | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 19. Signing & Pavement Marking Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 20. Signing & Pavement Marking Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 21. Signalization Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 22. Signalization Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 23. Lighting Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 24. Lighting Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 25. Landscape Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 26. Landscape Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 27. Survey (Field & Office Support) | 34 | 0 | 2 | 10 | 22 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 34 | $4,070 | $119.71 |
| 28. Photogrammetry | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 29. Mapping | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 30. Terrestrial Mobile LiDAR | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 31. Architecture Development | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 32. Noise Barriers Impact Design Assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 33. Intelligent Transportation Systems Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 34. Intelligent Transportation Systems Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| 35. Geotechnical | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| **Total Staff Hours** | 120 | 0 | 11 | 10 | 99 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 120 | | |
| **Total Staff Cost** | | $0.00 | $1,925.00 | $1,300.00 | $10,890.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | $14,115.00 | $117.63 |

Check = $14,115.00

| | | | | | |
|---|---|---|---|---|---|
| SALARY RELATED COSTS: | | | | | $14,115.00 |
| OVERHEAD: | | 0% | | | $0.00 |
| OPERATING MARGIN: | | 0% | | | $0.00 |
| FCCM (Facilities Capital Cost Money): | | 0.00% | | | $0.00 |
| EXPENSES: | | 0.00% | | | $0.00 |
| SUBTOTAL ESTIMATED FEE: | | | | | **$14,115.00** |
| Survey (Field) | 8 | 4-person SUE | $ 2,100.00 | / day | $16,800.00 |
| Geotechnical Field and Lab Testing | | | | | $0.00 |
| SUBTOTAL ESTIMATED FEE: | | | | | **$30,915.00** |
| Optional Services | | | | | $0.00 |
| GRAND TOTAL ESTIMATED FEE: | | | | | **$30,915.00** |

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

# EXHIBIT A-4 - MADRID CPWG SCOPE & FEE ESTIMATE

November 12, 2025

Mr. John Dee, P.E.
**Burgess & Niple, Inc.**
1800 Pembrook Drive
Orlando, Florida 32810

**Re:** Proposal for Geotechnical Engineering Services
**Intersection Improvements**
**U.S. Highway 27 and Holly Hill Road**
Haines City, Polk County, Florida
Madrid Proposal No. 15902

Dear Mr. Dee,

Madrid Engineering Group, Inc., dba Madrid CFTL, (Madrid) has been requested to provide geotechnical exploration and evaluation for the intersection improvements planned in Haines City, Polk County, Florida. The purpose of the exploration is to collect subsurface soil information to provide data and geotechnical recommendations for the proposed design and construction. A final report with a summary of the exploration including a discussion of subsurface conditions, boring profiles, laboratory test results, and geotechnical evaluation with general geotechnical recommendations will be provided.

**Project Understanding**

Based on information provided by the Client, Madrid understands that intersection improvements to the existing U.S. Highway 27 and Holly Hill Road intersection are planned. Currently, the intersection includes four mainline approaches. The Holly Hill Road east approach currently has a left turn lane and a thru/right turn lane. A separate right turn lane is proposed with no other turn lane improvements planned. The intersection is controlled by two dual-arm mast arm traffic signals that will be replaced due to the widening for the turn lane.

Based on our review of the Google aerial provided, anticipated boring locations along the turn lane alignment and at the mast arms should be accessible to our equipment, but the potential for conflicts with overhead and underground utilities is present. Site and location specific conflicts will not be apparent until the mast arm locations are refined. 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. Because of the proximity of the soil borings to the traffic lanes, maintenance of traffic will be required.

Our utility coordination efforts will be limited to contacting 811 Sunshine One Call. 811 Sunshine One Call does not mark utilities on private property or the locations of non-member and privately-owned utilities. We have not included a fee to subcontract a private utility locator to mark near surface utilities at the boring locations. If these services are required, Madrid will notify you and provide a cost.

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.

- Maintenance of Traffic
- Field exploration consisting of drilling and sampling of the subsurface materials and observation of current groundwater levels while drilling.
- Laboratory testing of recovered samples of the subsurface materials.
- Providing geotechnical recommendations in written report format.

***Field Exploration***

We propose to perform the following services:

- Site reconnaissance and boring location selection.
- Mobilization to the site.
- Maintenance of Traffic.
- A total of two (2) Standard Penetration Test (SPT) borings drilled to a depth of 25 feet at the mast arm locations.
- A total of (2) Standard Penetration Test borings advanced to a depth of 10 feet along the turn lane alignment.

***Engineering Analyses and Report***

The results of the field exploration and laboratory testing will be used in engineering analysis and in the formulation of the recommendations. The results of the subsurface exploration, including the recommendations and the data on which they are based, 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 Boring Records.
- Measured apparent and estimated seasonal high groundwater levels at boring locations.
- Site preparation considerations including geotechnical discussions regarding subgrade preparation and engineered fill/backfill placement for the turn lane.
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, criteria for placement/compaction suitable backfill materials will be provided.
- Pavement design considerations.
- Mast arm foundation design soil parameters.
- 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.

All soil samples will be retained for a maximum of 60 days from the date of release of the draft geotechnical report. Samples will be discarded unless requested in writing to be retained for longer durations. Depending on the duration, storage fees may apply.

**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.
- Review of 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.
- Private utility locate services.

**Fee**

| | | | | | | |
|---|---|---|---|---|---|---|
| PERMITING TIME (DRILL MGR.) | 5 | $ | 164.50 | /HR | $ | 822.50 |
| SUPPORT TRUCK | 2 | $ | 240.00 | /TRIP | $ | 480.00 |
| MOT SUPPORT (TECH) | 8 | $ | 84.00 | /HR | $ | 672.00 |
| MOT ATTENUATOR TRUCK | 8 | $ | 235.00 | /HR | $ | 1,880.00 |
| PRIVATE UTILITY LOCATES | 0 | $ | 1,500.00 | /DAY | $ | - |
| | | | **Subtotal Field Services** | | **$** | **6,642.00** |
| **TASK 2: LABORATORY TESTING OF SOILS** | | | | | | |
| VISUAL CLASS/BORING LOGS (ENGINEER) | 2 | $ | 126.21 | /HR | $ | 252.42 |
| SOILS MATERIALS FINER THAN 200 SIEVE FM 1-T011 | 8 | $ | 50.00 | /EA | $ | 400.00 |
| SOILS MOISTURE CONTENT LABORATORY AASHTO T265 | 8 | $ | 18.00 | /EA | $ | 144.00 |
| ATTERBERG LIMITS (PL, LL, PI) | 2 | $ | 132.00 | /EA | $ | 264.00 |
| SOILS ORGANIC CONTENT IGNITION FM 1 T-267 | 2 | $ | 48.00 | /EA | $ | 96.00 |
| | | | **Subtotal Laboratory Testing** | | **$** | **1,156.42** |
| **TASK 3: PROFESSIONAL SERVICES AND REPORT** | | | | | | |
| PRINCIPAL ENGINEER | 2 | $ | 280.00 | /HR | $ | 560.00 |
| PROJECT MANAGER | 4 | $ | 220.50 | /HR | $ | 882.00 |
| ENGINEER | 15 | $ | 126.21 | /HR | $ | 1,893.15 |
| CADD | 4 | $ | 105.18 | /HR | $ | 420.70 |
| ADMINISTRATIVE | 2 | $ | 114.84 | /HR | $ | 229.67 |
| | | | **Subtotal Professional Services** | | **$** | **3,985.52** |
| | | | **TOTAL GEOTECH. BUDGET** | | **$** | **11,783.94** |

**Schedule**

- Initial coordination and reconnaissance - 2 to 3 weeks after NTP
- Field services – 1 week after completion of site reconnaissance
- Laboratory testing – 1 week after field testing
- Draft report – 3 weeks after completion of laboratory testing.
- Final report – 1 week after receipt of comments from Client.

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 15902 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.***

Andres F. Alberdi, P.E.
Senior Engineer

John Delashaw, P.E.
Principal Engineer

**Attachment(s):** Google Aerial

AUTHORIZATION TO PROCEED

Signature Date

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

# Google Aerial



**Madrid CFTL**
**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.

**BURGESS & NIPLE**
Engineers ■ Architects ■ Planners

**Audit Package**

**Polk County Professional Engineering Services for Roads and Drainage (RFP 22-242)**

**Included:**

**Burgess and Niple, Inc.**
**Exhibit A – Schedule of Rate Values**

**June 23, 2022**

**BURGESS & NIPLE** Memorandum

1511 N. Westshore Boulevard | Suite 500 | Tampa, FL 33607 | 813.962.8689

**To: Doug Gable, P.E.** **Date: June 23, 2022**
**From: Burgess and Niple, Inc.**
**Subject: Exhibit A - Schedule of Rate Values**

| Staff Classification | Hourly Loaded Rate |
|---|---|
| Chief Designer | $187.59 |
| Chief Engineer 1 | $248.47 |
| Chief Engineer 2 | $314.96 |
| Design Intern | $67.02 |
| Engineer 1 | $152.85 |
| Engineer 2 | $201.99 |
| Engineer Intern | $118.94 |
| Project Manager 1 | $221.31 |
| Project Manager 3 | $250.53 |
| Senior Designer | $180.03 |
| Contract Coordinator | $109.52 |
| Senior Engineer 1 | $197.80 |
| Transportation Data Analyst | $106.25 |
| Transportation Data Scientist | $132.83 |

MULTIPLIER = 3.269375

Sincerely,

John Kilgore, P.E.
Vice-President

**Fran McAskill**
*Director*
**Procurement Division**

330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

## EXHIBIT C

## Board of County Commissioners

## REIMBURSABLE COST SCHEDULE

| | | |
|---|---|---|
| 1. | Subcontractor Services | Actual Costs |
| 2. | Travel & Mileage Expenses | In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line). |
| 3. | Pre-approved Equipment (includes purchase and rental of equipment used in project) | Actual Costs |

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/16/2026

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

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

| | |
|---|---|
| **PRODUCER**<br>Willis Towers Watson Northeast, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | **CONTACT NAME:** WTW Certificate Center<br>**PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378<br>**E-MAIL ADDRESS:** certificates@wtwco.com |
| **INSURED**<br>Burgess & Niple, Inc.<br>330 Rush Alley<br>Suite 700<br>Columbus, OH 43215 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>INSURER A: National Union Fire Ins Co of Pittsburgh — 19445<br>INSURER B: Travelers Property Casualty Company of Ame — 25674<br>INSURER C: New Hampshire Insurance Company — 23841<br>INSURER D: Continental Casualty Company — 20443<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** W43682964 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | GL 5268138 | 04/01/2025 | 04/01/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 2,000,000<br>$ 1,000,000<br>$ 25,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | Y | Y | CA 4489627 | 04/01/2025 | 04/01/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 2,000,000<br>$<br>$<br>$<br>$ |
| B | [X] UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [X] RETENTION $ 0 | Y | Y | CUP-0Y888377-25-NF | 04/01/2025 | 04/01/2026 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 15,000,000<br>$ 15,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [No]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | WC 072113284 | 04/01/2025 | 04/01/2026 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Professional Liability | | | AEH008215011 | 04/01/2025 | 04/01/2026 | Each Claim:<br>Aggregate:<br>Deductible | $10,000,000<br>$10,000,000<br>$500,000 |

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

20260116

The Umbrella/Excess policy does not sit excess over Professional Liability coverage.

Re: Professional engineering services related to CSA No. 22-083-04, US 27 and Holly Hill Road Intersection Improvements, Polk County a Political Subdivision of the State of Florida and its assigns are included as Additional

**CERTIFICATE HOLDER**

Polk County a Political Subdivision of the State of Florida
Attention: Doug Gable
Procurement Division, Room 150
330 West Church Street
Bartow, FL 33880 United States

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Patricia A Forry

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AGENCY CUSTOMER ID: _____

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Willis Towers Watson Northeast, Inc. | Burgess & Niple, Inc.<br>330 Rush Alley<br>Suite 700<br>Columbus, OH 43215 |
| POLICY NUMBER<br>See Page 1 | |
| CARRIER: See Page 1 / NAIC CODE: See Page 1 | EFFECTIVE DATE: See Page 1 |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Insureds as respects to General Liability, Auto Liability and Umbrella/Excess Liability when required by written contract.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds when required by written contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation when required by written contract and permitted by law.



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Polk County

Board of County Commissioners

Agenda Item R.16. 2/17/2026

## SUBJECT

Approve Consultant Services Authorization (CSA) No. 2025-054-02 with RS&H, Inc. (Consultant) to provide field inspection services for the Frontier Communications Fiber Upgrade Project. ($155,001 one-time expense)

## DESCRIPTION

On February 3, 2026, the Board approved a Reimbursement Agreement with Frontier Communications to pay for a full-time field inspector. This inspector will be representing the Roads & Drainage Division and will be assigned to monitor Frontier construction projects countywide. Frontier has a project to upgrade their fiber network in Polk County in 2026. This CSA will cover 11 months of inspection services. Frontier will be reimbursing the County for these costs.

## RECOMMENDATION

Request Board approve CSA No. 2025-054-02 with the Consultant in the amount of $155,001 to provide inspection services for the Frontier Communications Fiber Upgrade Project.

## FISCAL IMPACT

Funds are budgeted and available in the Transportation Millage Fund.

## CONTACT INFORMATION

Douglas Gable, PE
Engineering Manager - Interim
Project Management Section
863-535-2285

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

# Consultant Services Authorization

| | |
|---|---|
| Firm | RS&H, Inc. |
| Master Agreement No. | 2025-054 |
| CSA No. | 2025-054-02 |
| Project Name | Inspection Staff for Frontier Project |
| Project Description | Provide temporary inspection staff to Roads & Drainage Division |
| Projects Exhibits and Attachments | Exhibit "A"- Scope of Services<br>Exhibit "B"-Fee Schedule (Master Agreement)<br>Exhibit "C"-Reimbursable Cost Schedule<br>Exhibit "D"-Insurance Documents |
| Duration (in days) | 365 |
| Compensation | Total Cost Not to Exceed: $ 155,001 |
| Special Contract Conditions | NONE |
| Insurance Requirements | Professional Liability |
| Liquidated Damages | $ 0 Per Day |
| Budget Source/Availability | 14971.540541034.5331010.0000000 |

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

**Attest:**
STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Date Approved by Board:_____

POLK COUNTY, a Political subdivision of the State of Florida

By:_____
Chairperson
Board of County Commissioners

Review as to form and legal sufficiency
2/2/2026
County Attorney's Office Date

---

**Attest:**

Cathy G. Scott
~~Corporate Secretary~~ Cathy G. Scott
Assistant Corporate Secretary

**SEAL**

Date: January 22, 2026

RS&H, Inc.
CONSULTANT COMPANY NAME

Authorized Corporate Officer

William J. Downey, Vice President
[Printed Name and Title]

Date: January 22, 2026

**Brent Wilkins, PE, DBIA**
**AVP, CEI Area Leader**
**M** 863.860.5881
Brent.Wilkins@rsandh.com
6850 New Tampa Hwy, Ste 300
Lakeland, FL 33815

**December 4, 2025**

**Attn: Doug Gable – Polk County**

**Subject: CEI Scope for the Frontier Communications Project**

**Project Description/Scope of Services:**
The following outlines the Construction Engineering Inspection (CEI) services for the Frontier Communications project.

**SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING INSPECTION (CEI) -**

1. Provide full-time qualified Inspection staff.

2. Staff will provide on-site observations of the quality and progress of the contractor's work in order to determine if construction is proceeding in accordance with the Contract Documents.

3. Inspection staff to develop Daily Work Reports (DWRs) outlining contractor's work efforts and production, coordinate materials testing, and report to the SPE/Owner whenever inspector believes that any work is unsatisfactory, faulty or defective, or does not meet the requirements of the Contract Documents.

4. Staff will conduct/coordinate substantial and final completion inspection meetings and prepare a punch list of items.

Note: CEI services are based on a 11-month project work schedule. Any services provided beyond this time frame, may be subject to potential amendments and further compensations.

| Polk County<br>Frontier Communications Project | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 2026 | | | | | | | | | | | | 2027 | | | Man | | | |
| Construction Contract Time - 180 Days | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Months | | | |
| **RS&H** | | | | | | | | | | | | | | | | | Man-Hours | Labor | Total |
| **CEI Inspector** | | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | | | | 11.00 | 1815.00 | $ 155,001.00 | |
| | | | | | | | | | | | | | | | | 0.00 | 0.00 | $ - | |
| | | | | | | | | | | | | | | | | 0.00 | 0.00 | $ - | |
| | | | | | | | | | | | | | | | | 0.00 | 0.00 | $ - | |
| | | | | | | | | | | | | | | | | 0.00 | 0.00 | $ - | |
| | | | | | | | | | | | | | | | | 0.00 | 0.00 | $ - | |
| **Subtotal** | | | | | | | | | | | | | | | | 11.00 | 1815.00 | $ 155,001.00 | $ 155,001.00 |
| **Subconsultants** | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| **Subtotal** | | | | | | | | | | | | | | | | | | | $0.00 |

| RS&H | Rate |
|---|---|
| **CEI Inspector** | $ 85.40 |

**TOTAL FEE** **$155,001.00**

15% Overtime Assumed for Inspector Due to 5 day work week @ 10 hour days
* QA/QC is an RS&H requirement with no billable hours associated
** Audited Expense Rate covers vehicles, fuel, equipment, etc.

RS&H Architecture | Engineering | Consulting

301 E Pine Street, Suite 350
Orlando, Florida 32801
**rsandh.com**

**MASTER SERVICES 2025**

**Polk County**

| Position | Range of Hourly Direct Rates | Range of Hourly Billing Rates |
|---|---|---|
| CEI Senior Project Engineer | $ 85.31 $ 102.72 | $ 259.77 $ 312.79 |
| CEI Project Admin/Project Engineer | $ 55.00 $ 68.97 | $ 167.48 $ 210.02 |
| CEI Assistant Project Engineer | $ 44.10 $ 54.00 | $ 134.29 $ 164.43 |
| CEI Contract Support Specialist | $ 42.64 $ 52.10 | $ 129.84 $ 158.65 |
| CEI Senior Inspector | $ 33.20 $ 43.86 | $ 101.10 $ 133.56 |
| CEI Senior Bridge Inspector | $ 40.68 $ 49.08 | $ 123.87 $ 149.45 |
| CEI Senior ITS Inspector | $ 39.55 $ 46.33 | $ 120.43 $ 141.08 |
| CEI Inspector | $ 25.00 $ 30.33 | $ 76.13 $ 92.36 |
| CEI ITS Inspector | $ 28.08 $ 28.08 | $ 85.51 $ 85.51 |
| CEI Inspector's Aide | $ 20.80 $ 24.13 | $ 63.34 $ 73.48 |

RS&H Architecture | Engineering | Consulting

301 E Pine Street, Suite 350
Orlando, Florida 32801
rsandh.com

## LABOR MULTIPLIER CALCULATION

| | |
|---|---|
| Direct Labor | 1.00000 |
| Overhead/General/Administrative | 1.42310 |
| FCCM | 0.00536 |
| Direct Expenses | 0.19660 |
| Subtotal | 2.62506 |
| Profit (16%) | 0.42001 |
| **TOTAL MULTIPLIER** | 3.05 |

**Fran McAskill**
*Director*
**Procurement Division**




330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

## EXHIBIT C

## Board of County Commissioners

## REIMBURSABLE COST SCHEDULE

| | | |
|---|---|---|
| 1. | Subcontractor Services | Actual Costs |
| 2. | Travel & Mileage Expenses | In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line). |
| 3. | Pre-approved Equipment (includes purchase and rental of equipment used in project) | Actual Costs |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/23/2026

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

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

| | |
|---|---|
| **PRODUCER**<br>Edgewood Partners Ins Center<br>3780 Mansell Rd. Suite 370<br>Alpharetta GA 30022 | **CONTACT NAME:** Greyling COI Specialist<br>**PHONE (A/C, No, Ext):** 770.756.6599 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** greylingcerts@greyling.com |
| **INSURED** RS&HINC<br>RS&H, Inc.<br>10748 Deerwood Park Blvd South<br>Jacksonville, FL 80237-0000 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Lloyd's of London — 85202<br>**INSURER B :** National Union Fire Ins Co of Pittsburg — 19445<br>**INSURER C :** New Hampshire Insurance Company — 23841<br>**INSURER D :** Westchester Surplus Lines Insurance Co — 10172<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 1042500971 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | GL5489501 | 6/28/2025 | 4/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 300,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000 |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | CA5309780 | 6/28/2025 | 4/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 2,000,000<br>$<br>$<br>$ |
| D | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED X RETENTION $ 10,000 | | | **G48655828001 | 6/28/2025 | 4/1/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 30,000,000<br>$ 30,000,000<br>$ **See Below |
| C<br>B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC072113410 (AOS)<br>WC072113411 (CA) | 6/28/2025<br>6/28/2025 | 4/1/2026<br>4/1/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Professional Liab<br>Incl. Pollution | | | B0146LDUSA2504894 | 6/28/2025 | 4/1/2026 | Per Claim<br>Aggregate | $5,000,000<br>$5,000,000 |

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

**Umbrella limits are comprised of the following policies:
Primary $5M Policy # G48655828 001 Westchester Surplus Lines Insurance Company, effective dates 6/28/2025-4/1/2026
$5M 1st XS Policy #020744026 Lexington Insurance Company, effective dates 6/28/2025-4/1/2026
$5M 2nd XS Policy #XC3EX00722251 Everest Indemnity Insurance Company, effective dates 6/28/2025-4/1/2026
$5M 3rd XS Policy # EX-B444902A-25-NF Travelers Excess and Surplus Lines Company, effective dates 6/28/2025-4/1/2026
$10M 4th XS Policy # FFX 8018772548 The Continental Insurance Company, effective dates 6/28/2025-4/1/2026

NAMED INSURED LIST:
See Attached...

**CERTIFICATE HOLDER**

Polk County
3000 Sheffield Road
Winter Haven FL 33880

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Gregg Bachelor

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AGENCY CUSTOMER ID: RS&HINC

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Edgewood Partners Ins Center | RS&H, Inc.<br>10748 Deerwood Park Blvd South<br>Jacksonville, FL 80237-0000 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

RS&H, Inc.
REYNOLDS, SMITH AND HILLS, INC.
RS&H ARCHITECTS-ENGINEERS-PLANNERS, INC. A NC CORP.
RS&H COMMERCIAL REALTY, INC.
RS&H MARYLAND, INC.
RS&H MASSACHUSETTS, INC.
RS&H MICHIGAN, INC.
HB&A, LLC
REYNOLDS, SMITH AND HILLS ARCHITECTS-ENGINEERS PLANNERS, PA A NJ PROFESSIONAL ASSOCIATION
RS&H ARCHITECT AND ENGINEER, PC, A NY CORP.
RS&H ALABAMA, INC.
RS&H ARKANSAS, INC.
RS&H CALIFORNIA, INC.
RS&H CONNECTICUT, INC.
RS&H IDAHO, P.C.
RS&H ILLINOIS, INC.
RS&H IOWA, P.C.
RS&H MISSISSIPPI, PC
RS&H MONTANA, P.C
RS&H NEVADA, INC.
RS&H OHIO, INC.
RS&H OREGON, ARCHITECTS-ENGINEERS-PLANNERS, PC
RS&H PENNSYLVANIA, INC.

Project Name GC: 25-308, Roads & Drainage Construction Engineering and Inspection (CEI) Professional Services
Project # 30042089XXX


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## CONSULTANT APPROVAL FORM

**CPO**: If Consultant fee is under $50,000 & construction is under $250,000
**CSA**: If Construction is under $7,500,000;
OR for study activity if consultant fee is under $500,000- (FS 287.055 CCNA)

**CPO/CSA #:** 2025-054.02 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 1-29-26 Division: R+D

Project Manager's Name: D. Gable Phone #: 535-2285

Project Name: Inspector for Frontier Project

Total Project Budget: $ 200,000 Project # N/A

Estimate of Construction Cost: $

Proposed Consultant: RS+H Fee: $ 155,001

Master Consultant Agreement # 2025-054

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

Approved By: _____ Date 1/29/26
Division Director/Designee

**Procurement Division**

Date Received: 1/29/26 Date Reviewed by Analyst: _____

Approved by: _____
(Procurement Director/Designee)

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

Date Received: 2/2/2026 Date Reviewed: 2/2/2026

Approved by: _____
(County Attorney Office Signature)

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

Date Received: _____ Date Reviewed: _____

Approved by: _____
(County Manager Office Signature)

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

Revised: 6/28/24(KB)

Polk County

Board of County Commissioners

Agenda Item R.17. 2/17/2026

## SUBJECT

Approve Modification No. 4 to Consultant Services Authorization (CSA) No. 22-081-04 with AECOM Technical Services, Inc. (Consultant) to provide temporary staff to the Roads & Drainage Division, Project Management Section. ($99,960 one-time expense)

## DESCRIPTION

On April 16, 2024, the Board approved CSA No. 22-081-04 with the Consultant to provide temporary staff to the Roads & Drainage Division, Project Management Section at a cost not-to-exceed fee of $192,000. The on-loan Project Manager began working full-time, as an independent contractor, on county projects on April 22, 2024. Through CSA modifications, the on-loan Project Manager has continued to provide professional services for the County through the middle of January 2026. This CSA modification is needed to pay for these professional services through the end of March 2026. At that time, it is anticipated that all of the Project Manager vacancies will be filled by full-time county employees. This CSA modification will cover 476 hours of Consultant services as detailed in Exhibit A of CSA Modification No. 4.

## RECOMMENDATION

Request Board approve Modification No. 4 to CSA No. 22-081-04 with the Consultant in the amount of $99,960, resulting in a new total contract amount of $693,480 to provide temporary staff to the Roads & Drainage Division, Project Management Section.

## FISCAL IMPACT

Funds are budgeted and available in the Transportation Millage Fund.

## CONTACT INFORMATION

Douglas Gable, PE
Engineering Manager - Interim
Project Management Section
863-535-2285

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

# Consultant Services Authorization - Modification

| | |
|---|---|
| Firm | AECOM Technical Services, Inc. |
| Master Agreement No. | 22-081 |
| CSA No.<br>Modification No. | 22-081-04<br>4 |
| Project Name | Project Management Assistance |
| Project Description | Provide staffing assistance to the Roads & Drainage Division |
| Project Exhibits and Attachments (Ex. B, C & D not required) | Exhibit "A" – Scope of Services |
| Duration : (Original):<br>Additional days: | 220(original) + 220(mod 1) + 90(mod 2) + 90(mod 3)<br>90(mod 4) |
| Compensation (Original)<br>Additional Compensation: | Total Cost Not to Exceed: $ 192,000 (original) + $401,520(mods 1-3)<br>Total Cost Not to Exceed: $ 99,960 (mod 4) |
| Special Contract Conditions | None in Modification |
| Insurance Requirements | Same requirement as original |
| Liquidated Damages | Same as original |
| Budget Source/Availability | 10104.540541095.5666000.5400001 |

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

**Attest:**
STACY M. BUTTERFIELD

By: _____
Deputy Clerk

Date Approved by Board: _____

POLK COUNTY, a Political Subdivision of the State of Florida

By: _____
Chairman
Board of County Commissioners

Review as to form and legal sufficiency
Nicole Wilson 1/16/2026
County Attorney's Office Date

---

**Attest:**

SEE ATTACHED CERTIFICATE
Corporate Secretary

**SEAL**

Date: _____

AECOM Technical Services, Inc.
CONSULTANT COMPANY NAME

Authorized Corporate Officer

JEFF BLAZOWSKI, VICE PRESIDENT
[Printed Name and Title]

Date: 1/9/2026

AECOM

AECOM Technical Services, Inc. 213.593.8100 tel
300 South Grand Avenue 213.593.8730 fax
9th Floor
Los Angeles, CA 90071
www.aecom.com

# SECRETARY'S CERTIFICATE

## AECOM TECHNICAL SERVICES, INC.
**a California corporation**

I, Armond Tatevossian, DO HEREBY CERTIFY that I am a duly elected and acting Secretary of AECOM Technical Services, Inc., a corporation organized under the laws of the State of California ("ATS" or "Corporation"), and the keeper of its records and corporate seal.

I FURTHER CERTIFY that the Corporation's principal place of business is 300 South Grand Avenue, 9th Floor, Los Angeles, California 90071.

I FURTHER CERTIFY that pursuant to the Written Consent of the Board of Directors of ATS, adopted on March 14, 2025, and attached hereto as Exhibit A, Jeffrey Blazowski has signatory authority for ATS and is authorized to execute contracts and other documents on behalf of the Corporation.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of the Corporation, this 28th day of April, 2025.

Armond Tatevossian
Secretary



# UNANIMOUS ACTION OF THE BOARD OF DIRECTORS
# OF
# AECOM TECHNICAL SERVICES, INC.

The undersigned, being all the members of the Board of Directors of AECOM TECHNICAL SERVICES, INC. (the "Corporation"), a California corporation, hereby take the following action:

**RESOLVED:** That, "the following U.S. based persons are designated with authority by the Board of Directors to execute contracts and other legal documents on behalf of the Corporation within the boundaries of specific Regions and Business Lines as noted and effective as of the dates set forth below:"

Effective March 14, 2025:

| Last Name | First Name | Region | Business Line |
|---|---|---|---|
| Blazowski | Jeffrey | East | Transportation |

**IN TESTIMONY WHEREOF**, all the Directors have hereunto set their hands this 14th day of March, 2025.

Allison Hall

Matthew Crane

Karl Jensen

Armond Tatevossian

## CONSULTANT APPROVAL FORM

**CPO**: If Consultant fee is under $50,000 & construction is under $250,000
**CSA**: If Construction is under $7,500,000;
OR for study activity if consultant fee is under $500,000- (FS 287.055 CCNA)

**CPO/CSA #:** 22-081-04 mod 4 (Assigned by Procurement)

---

To be completed by the requesting Division:

Date: 1-13-26 Division: Roads + Drainage

Project Manager's Name: Doug Gable Phone #: 535 - 2285

Project Name: Project Management Assistance

Total Project Budget: $ 23.0 million Project # 5400001

Estimate of Construction Cost: $ N/A

Proposed Consultant: AECOM Fee: $ 192,000 (original)
401,520 (mods 1-3)
99,960 (mod 4)

Master Consultant Agreement # 22-081 Total $ 693,480.00

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

Approved By: _____ Date 1/14/26
Division Director/Designee

---

**Procurement Division**

Date Received: 1/15/26 Date Reviewed by Analyst: _____

Approved by: _____
(Procurement Director/Designee)

---

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

Date Received: 1/15/2026 Date Reviewed: 1/16/2026

Approved by: _____
(County Attorney Office Signature)

---

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

Date Received: _____ Date Reviewed: _____

Approved by: _____
(County Manager Office Signature)

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

Revised: 6/28/24(KB)

# REQUEST FOR LEGAL SERVICES

Please Put Your Drawer #

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE) Heather Bryan / Noah Milov ✓

FROM: Doug Gable (Name and Phone Number) DATE: 01-13-2026

RETURN TO: Doug Gable DIVISION: R&D

BOARD AGENDA DATE: 02-03-2026 COUNTY MANAGER ITEM: ☐

PROJECT: Project Management Assistance

CSA/CONTRACT NUMBER: 22-081-04

MODIFICATION NUMBER: 4 CHANGE ORDER NUMBER:

TYPE OF AGREEMENT: CSA

NAME OF CONSULTANT/CONTRACTOR: AECOM

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

REQUEST IN DETAIL:

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

County Attorney

For CAO Use Only:

JAN 15 2026

Assigned Staff: Noah Log-In Date:

CAO Project Number: 2026-37 Log-Out Date: 1/16/2026

Polk County

Board of County Commissioners

Agenda Item R.18. 2/17/2026

## SUBJECT

Approve Amendment No. 1 to Agreement 2025-002, with WSP USA for engineering services for the North Rifle Range Road drainage & sidewalk improvement project. ($66,588.17 one-time expense)

## DESCRIPTION

Request for Proposal (RFP) 24-383, Professional Engineering Services for North Rifle Range Road Drainage & Sidewalk Improvements - Wahneta Project was issued, and five vendors submitted proposals.

On January 7, 2025, the Board approved Agreement 2025-002 with WSP USA to provide design, permitting, and construction administration for the connection point of the drainage and sidewalk improvements on North Rifle Range Road in Wahneta for the not-to-exceed amount of $314,979.00.

This amendment provides for additional design services to alter Thompson Nursery Road drainage work, which requires an additional $66,588.17. Services will continue through completion of the project which is estimated to take 60 days.

## RECOMMENDATION

Amendment No. 1 to Agreement 2025-002, with WSP USA for engineering services for the North Rifle Range Road drainage & sidewalk improvement project in the amount of $66,588.17.

## FISCAL IMPACT

Funding is budgeted and available in the Community Development Block Grant Fund within the Roads and Drainage Wahneta Infrastructure Master Plan CIP Project.

## CONTACT INFORMATION

Tabatha Shirah

Senior Procurement Analyst

Procurement

(863) 534-5935

tabathashirah@polkfl.gov

PROFESSIONAL SERVICE AGREEMENT
#2025-002
AMENDMENT #1

This AMENDMENT is made and entered into, effective as of the date last executed, by and between, Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and WSP USA, Inc. (the "Consultant"), a New York corporation, headquartered at One Penn Plaza, 4th Floor, New York, NY 10119, whose Federal Employer Identification number is 11-1531569.

WITNESSETH:

WHEREAS, the County and Consultant entered into Professional Service Agreement 2025-002 dated January 7, 2025 (the "Agreement"), for the purpose of providing professional services in connection with the North Rifle Range Road Drainage & Sidewalk Improvements – Wahneta Project- drainage improvements along North Rifle Range Road; and

WHEREAS, the Consultant has discovered an issue related to the connection point of Thompson Nursery Road and Rifle Range Road during the design phase. Additionally, it was discovered that the previous survey provided to WSP incorrectly depicted the existing drainage in the vicinity of 4th Street East; and

WHEREAS, pursuant to Section 16.0 of the Agreement, the County and the Consultant mutually agree to amend the Agreement as set forth below.

NOW, THEREFORE, the County and the Consultant, hereby agree as follows:

1. The recitals stated above are true and correct and are fully incorporated herein.

2. The Agreement is hereby amended to modify Exhibit "A-iii" Scope of Services and Compensation of the Agreement to include the additional services needed, which are more fully set forth and described in Attachment "A" of this Amendment, attached hereto and fully incorporated herein.

3. The Consultant shall complete all services within sixty (60) calendar days from the Effective Date of this Amendment. The Agreement will remain in effect through the completion of construction.

4. The cost of the additional design services, which is more fully set forth and described in Attachment "A" to this Amendment #1, shall be a not-to-exceed amount of $66,588.17. Accordingly, the total agreement amount shall be increased from the original not-to-exceed amount of $314,979.00 to the new not-to-exceed amount of $381,567.17.

5. The Agreement, as amended by this Amendment #1, continues in full force and effect.

**THE REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 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: _____

Martha Santiago, Ed. D, Chair

Board of County Commissioners

Date Signed by County _____

Reviewed as to form and legal sufficiency:

Noah Wilder 1/22/2026

County Attorney's Office Date

WSP USA, Inc.

a New York corporation

By: Christine Mehle

Christine Mehle

PRINT NAME

Local Business Lead

TITLE

Date: 1/29/26

EXHIBIT "A"
AMENDMENT #1

**CONTRACT 2025-002**
**EXHIBIT A FOR ADDITIONAL SERVICES #01**
**SCOPE OF SERVICES FOR**
**NORTH RIFLE RANGE ROAD DRAINAGE AND SIDEWALK IMPROVEMENTS**

WSP USA Inc. (WSP) is pleased to submit this additional services proposal to the Polk County Roads and Drainage Division (County) for Professional Engineering Services associated with the North Rifle Range Road Drainage and Sidewalk Improvements project. This proposal provides an overview of the professional engineering services to be provided by WSP.

## GENERAL PROJECT INFORMATION

The County contracted WSP to complete drainage and sidewalk improvements for North Rifle Range Road from south of 6th Street East north to Eagle Lake Loop Road. The County issued PO #25102290 to WSP on January 27, 2025, for the original scope of services. It was determined during the design process that the actual connection point of Thompson Nursery Road to North Rifle Range Road was at 1st Street East rather than Eagle Lake Loop as originally indicated. Also, it was determined that the survey provided to WSP incorrectly depicted the existing drainage in the vicinity of 4th Street East. The following describes in detail the additional services proposed under this scope of work.

## I. SCOPE OF SERVICES

The following presents the specific tasks that will be performed as part of this Scope of Services:

The professional services provided will update the existing conditions model to reflect actual conditions provided in the survey update at the intersection of North Rifle Range Road and 4th Street East.

The proposed conditions model was updated to remove all of the proposed improvements from 1st Street East to Eagle Lake Loop Road due to the connection point of Thompson Nursery Road to North Rifle Range Road. The existing model was also updated to reflect leaving all existing conditions south of 4th Street East on the east side of North Rifle Range Road due to the updated survey. This required the replacement of the cross drain under North Rifle Range Road north of 4th Street East being replaced to lower the cross drain to continue to allow flow from the east side to the west side of North Rifle Range Road.

The construction plans will be revised to remove all proposed conditions from 1st Street East to Eagle Lake Loop Road and south of 4th Street East on the east side of North Rifle Range Road.

Estimated quantities were revised based on the new project limits and the associated engineer's opinion of construction cost will be updated.

Utility coordination and clearance will be rerun using the updated plans. This effort will be performed to ensure all potential conflicts are known and addressed through No Conflict Letters or Utiilty Relocation Schedules before going to construction. In support of this effort, WSP will implement additional SUE work by performing up to nine additional test holes for the potable water lines located in close proximity to proposed drainage improvements as well as one additional test hole for the City of Winter Haven wastewater forcemain to address remaining areas of concern. WSP will arrange and attend a coordination meeting with the Wahneta Water Authority as well.

Additional development has occurred along Rifle Range Road since Polk County performed the topographic survey. A new McDonald's site was sited near Wahneta Palms Drive. WSP will modify the construction drawings to accommodate the change in drainage at this location.

## II. COMPENSATION

WSP will be paid in accordance with **Exhibit B**. The project will be invoiced monthly based on the effort completed for each task. The total amount invoiced for this task will not exceed the not-to-exceed price of **$66,588.17** for services to be provided by WSP under this CSA.

The Terms and Conditions of the Professional Services Agreement for Rifle Range Road Drainage and Sidewalk Improvements between Polk County and WSP USA Inc. (WSP) dated January 1, 2025, are incorporated by reference.

## III. COUNTY'S RESPONSIBILITIES

The County will provide the following information to WSP and perform the following services related to the project:

- Provide updated survey; and
- Provide proposed Thompson Nursery Road plans.

## IV. DELIVERABLES

WSP will provide the County with the following deliverables:

- An electronic deliverable of the Final Drainage Design Report.
- An electronic deliverable of the Final Construction Plans – Bid Set.
- An electronic deliverable of the Final Engineer's Opinion of Construction Cost.
- An electronic deliverable of the Final AutoCAD files.

## V. PERIOD OF SERVICE

WSP will commence work upon receipt of Board approval for Amendment No. 1. The additional services will fall under the same time frame for Contract 25-02, which is until the conclusion of construction.

## VI. SCHEDULE

WSP anticipates the following schedule for this project.

The Proposed Tasks are estimated to be completed within a total of 60 calendar days from approval by the BOCC, but shall extend through construction as noted in the Period of Service. This estimated schedule may require adjustment based on the County and SWFWMD review.

We are prepared to begin immediately upon receipt of the Notice to Proceed. Please feel free to contact our office at #863-640-9344 to discuss any questions that you might have.

Sincerely,
**WSP USA Inc.**



Timothy J. Kelly, P.E.
Vice President, Civil Engineer

TJK/tjm

| | |
|---|---|
| **Project Name** | **North Rifle Range Road Drainage and Sidewalk Improvements** |
| **Project Number** | **US0042575.9084** |
| **Date** | **1/23/2026** |
| **Preparer** | **Tim Kelly** |
| **Rate Schedule** | **As Shown** |

| | **Proposed Staff** | David Butcher | | Tim Kelly | | Rimma Arapkina | | Garritt Miller | | Tonya Morris | | Max Ramos | | Greg Calderon | | 2 Person SUE Crew (QL-A) | | Anthony Waters | | **Activity Totals** | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | **Sr. Project Manager** | | **Technical Director, Civil Eng** | | **Engineer/Survey** | | **CAD Designer** | | **Project Coordinator** | | **Sr Tech Manager Survey** | | **Sr Surveyor** | | | | **Sr. Technician- Survey** | | | | |
| TASK | ACTIVITY | MAN HRS | **$276.00** RATE/HR | MAN HRS | **$234.00** RATE/HR | MAN HRS | **$126.00** RATE/HR | MAN HRS | **$117.00** RATE/HR | MAN HRS | **$111.00** RATE/HR | MAN HRS | **$196.00** RATE/HR | MAN HRS | **$172.00** RATE/HR | MAN HRS | **$4,000.00** RATE/DAY | MAN HRS | **$124.62** RATE/HR | MAN HRS | Labor Total | Total FEE |
| **Additional Services: Revised Final Bid Documents, SUE, and Utilities Clearance** | **Existing Conditions Model Update** | 8 | $ 2,208.00 | 0 | $ - | 40 | $ 5,040.00 | 0 | $ - | 2 | $ 222.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 50 | $ 7,470.00 | $ 7,470.00 |
| | **Proposed Conditions Model Update** | 12 | $ 3,312.00 | 0 | $ - | 84 | $ 10,584.00 | 0 | $ - | 4 | $ 444.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 100 | $ 14,340.00 | $ 14,340.00 |
| | **Revised Drainage Report** | 2 | $ 552.00 | 3 | $ 702.00 | 10 | $ 1,260.00 | | | 2 | $ 222.00 | | | | | | | | | 17 | $ 2,736.00 | $ 2,736.00 |
| | **Final Construction Plans Update** | 8 | $ 2,208.00 | 8 | $ 1,872.00 | 80 | $ 10,080.00 | 140 | $ 16,380.00 | 2 | $ 222.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 238 | $ 30,762.00 | $ 30,762.00 |
| | **Revised Quantities & Engineers Opinion of Construction Cost Update** | 0 | $ - | 1 | $ 234.00 | 8 | $ 1,008.00 | 2 | $ 234.00 | 1 | $ 111.00 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 12 | $ 1,587.00 | $ 1,587.00 |
| | **Additional Utilities Coordination** | | | 4 | $ 936.00 | | | 2 | $ 234.00 | 20 | $ 2,220.00 | 0 | | | | | | | | 26 | $ 3,390.00 | $ 3,390.00 |
| | **Additional Subsurface Utility Engineering (SUE)** | 0 | $ - | 0 | $ - | 0 | $ - | 2 | $ 234.00 | 1 | $ 111.00 | 3.75 | $ 735.00 | 2.25 | $ 387.00 | 1.1 | $ 4,400.00 | 3.5 | $ 436.17 | 12.5 | $ 6,303.17 | $ 6,303.17 |
| Additional Services Total | | 30 | $ 8,280.00 | 16 | $ 3,744.00 | 222 | $ 27,972.00 | 146 | $ 17,082.00 | 32 | $ 3,552.00 | 3.75 | $ 735.00 | 2.25 | $ 387.00 | 1.1 | $ 4,400.00 | 3.5 | $ 436.17 | 455.5 | $ 66,588.17 | $ 66,588.17 |

Polk County

Board of County Commissioners

Agenda Item R.19. 2/17/2026

## SUBJECT

Approve Modification No. 3 to Consultant Service Agreement (CSA) No. 17-57-07 with Patel Green & Associates, Inc. (Consultant). Modification No. 3 will extend the CSA by an additional 395-days and authorize the Consultant to make requested changes to the Lake Lowery Outfall Study. ($15,067.46 one-time expense)

## DESCRIPTION

Lake Lowery is an approximately 900-acre lake located just northwest of the City of Haines City in unincorporated Polk County. Over the past several years the Roads & Drainage Division has received flooding complaints from residents who reside around the lake. The Roads & Drainage Division applied for and received cooperative funding from the Southwest Florida Water Management District (SWFWMD) to conduct a comprehensive study of the watershed. SWFWMD agreed to provide a cooperative match (50/50) of the estimated $100,000 needed to complete the study.

On January 18, 2022, the Board approved CSA 17-57-07 that authorized the Consultant to evaluate and identify possible conveyance improvements to the Lake Lowery Outfall. The CSA was for a not-to-exceed amount of $99.449.58. The study has been on-going for several years and has had to overcome several technical and stakeholder challenges as documented in previous modifications.

Recently, the SWFWMD has been co-reviewing the final draft of the study with the Saint Johns River Water Management District (SJRWMD). The SJRWMD and SWFWMD are critical stakeholders that will need to approve any changes that alter Lake Lowery's water levels. The SJRWMD has now completed their review and has requested changes to the hydraulic model developed for the study. The Consultant has requested additional funds in the amount of $15,067.46 to address the proposed changes and add an additional 395-days from the previous expiration date of April 12, 2025. The new expiration date for this CSA will be May 12, 2026.

## RECOMMENDATION

Request Board approve Modification No. 3 to CSA No. 17-57-07 with the Consultant, increasing the agreement by $15,067.46, extending the CSA by an additional 395-days, and authorizing the Consultant to make requested changes to the Lake Lowery Outfall Study.

## FISCAL IMPACT

Funds are available in the Transportation Millage Fund

**CONTACT INFORMATION**

Conner Updike, P.E., Drainage Engineer
Project Management Section
(863) 535-2200

Jay M. Jarvis, P.E.
Roads and Drainage Division Director
(863) 535-2200

## CONSULTANT APPROVAL FORM

**CPO**: If Consultant fee is under $50,000 & construction is under $250,000
**CSA**: If Construction is under $7,500,000;
OR for study activity if consultant fee is under $500,000- (FS 287.055 CCNA)

**CPO/CSA #:** 17-57-07 (Mod 3) (Assigned by Procurement)

To be completed by the requesting Division:

Date: 10/13/2025 Division: Polk County - Roads & Drainage Division

Project Manager's Name: Conner Updike, P.E. Phone #: 535-2323

Project Name: Lake Lowery Outfall Evaluation (Study)

Total Project Budget: $ 2,500,000.00 Project # 5400002

Estimate of Construction Cost: $ NA Study Only

Proposed Consultant: Patel Green & Associates Fee: $ $99,444.58 + $15,067.46 (Mod 3)
Total: $114,512.04

Master Consultant Agreement # 17-57

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

Approved By: _____ Date 1/20/26
Division Director/Designee

**Procurement Division**

Date Received: 1/29/26 Date Reviewed by Analyst: _____

Approved by: _____
(Procurement Director/Designee)

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

Date Received: _____ Date Reviewed: _____

Approved by: See Purple Sheet
(County Attorney Office Signature)

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

Date Received: _____ Date Reviewed: _____

Approved by: _____
(County Manager Office Signature)

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

Revised: 6/28/24(KB)

# Consultant Services Authorization - Modification

| | |
|---|---|
| Firm | Patel, Greene & Associates, LLC |
| Master Agreement No. | 17-057 |
| CSA No.<br>Modification No. | 17-057-07<br>3 |
| Project Name | Lake Lowery Outfall Evaluation |
| Project Description | Provide professional engineering services to prepare a detailed study of the Lake Lowery Outfall |
| Project Exhibits and Attachments (Ex. B, C & D not required) | Exhibit "A" – Scope of Services |
| Duration : (Original):<br>Additional days: | 365<br>545(mod 1) + 270(mod 2) + 295(mod 3) |
| Compensation (Original)<br>Additional Compensation: | Total Cost Not to Exceed: $ 99,444.58<br>Total Cost Not to Exceed: $ 15,067.46 |
| Special Contract Conditions | None in Modification |
| Insurance Requirements | Same requirement as original |
| Liquidated Damages | Same as original |
| Budget Source/Availability | 14971.540152101.56660000.5400002.71 - Culvert Failure Fund |

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this_____day of_____, 20____.

**Attest:**
STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Date Approved by Board: _____

POLK COUNTY, a Political Subdivision of the State of Florida

By: _____
Chairman
Board of County Commissioners

Review as to form and legal sufficiency
Noah Miller 2/2/2026
County Attorney's Office Date

---

**Attest:** Robin Watson

Corporate Secretary

**SEAL**

Date: 1/26/26

Patel, Greene & Associates, LLC
CONSULTANT COMPANY NAME

Authorized Corporate Officer

Gordon M. Greene, PE / Executive Vice President
[Printed Name and Title]

Date: 1/26/26

# Exhibit A
# SCOPE OF SERVICES
# FOR MODIFICATION NO. 3

On February 11, 2022 Patel, Greene & Associates, LLC (PGA) received Notice to Proceed (NTP) under Consultant Services Authorization (CSA) No. 17-057-07. The CSA includes professional engineering design services to Polk County Roads and Drainage Division (COUNTY) to prepare a Lake Lowery Outfall Evaluation (Study). The professional services for the original CSA totaled $99,448.58 and 365 days.

**Additional Services Requested:**

Modification 1

During the kickoff meeting for the study, it was determined that the project should be paused until the State of Florida finalized and released updated LiDAR (topography) for the Lake Lowery Area. The LiDAR information became available to PGA on November 12, 2022. Additional time is needed to incorporate the new LiDAR information into the model and complete the study. The proposed time extension will provide the Consultant with the additional time needed to complete the study and complete the public involvement phase of the study. An additional 545-day extension is being requested as part of Modification No. 1.

No additional fees are required for this Modification.

Modification 2

Due to the size of the report the District and the County have requested to extend the review period until September 1, 2024 with the Final Report due October 1, 2024. Once the report is finalized, the District and County will meet with stakeholders to determine what improvements to Lake Lowery, if any, can be implemented. It is anticipated this phase of the study will add an additional 270-days to CSA 17-057-07.

No additional fees are required for this Modification.

Modification 3

Additional time is being requested to address comments provided as a result of a peer review provided by St. Johns River Water Management District. An updated report will be provided by March 15th, 2026. It is anticipated this phase of the study will add an additional 395-days to CSA 17-057-07.

The additional services will be completed for a Not-To-Exceed amount of $15,067.46.

## ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT "Exhibit B"

| | | | |
|---|---|---|---|
| Name of Project: | Lake Lowery Flood Study - Additional Funds | Consultant Name: | Patel, Greene and Associates, LLC |
| County: | Polk | Consultant No.: | |
| FPN: | N/A | Date: | 9/12/2025 |
| FAP No.: | N/A | Estimator: | T. A. Polk |

| Staff Classification | Hours From "SH Summary - Firm" | Project Manager | Chief Engineer | Senior Engineer | Project Engineer | Engineering Intern | Classification 6 | Classification 7 | Classification 8 | Classification 9 | Classification 10 | Classification 11 | Classification 12 | SH By Activity | Salary Cost By Activity | Average Rate Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $224.71 | $221.71 | $224.71 | $176.77 | $92.88 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | | |
| 3. Project General and Project Common Tasks | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | 0 |
| 4. Roadway Analysis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | 0 |
| 5. Roadway Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | 0 |
| 6a. Drainage Analysis | 94 | 0 | 5 | 19 | 38 | 32 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 94 | $15,067 | $160.29 |
| 6b. Drainage Plans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | 0 |
| 8. Environmental Permits,and Env. Clearances | | | | | | | | | | | | | | | | |
| 19. Signing & Pavement Marking Analysis | | | | | | | | | | | | | | | | |
| 20. Signing & Pavement Marking Plans | | | | | | | | | | | | | | | | |
| **Total Staff Hours** | 94 | 0 | 5 | 19 | 38 | 32 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 94 | | |
| **Total Staff Cost** | | $0.00 | $1,108.55 | $4,269.49 | $6,717.26 | $2,972.16 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | **$15,067.46** | **$160.29** |

Check = $15,067.46

| Survey Field Days by Subconsultant |
|---|
| 4 - Person Crew: |

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

| | | | | | |
|---|---|---|---|---|---|
| SALARY RELATED COSTS: | | | | | $15,067.46 |
| OVERHEAD: | | 0% | | | $0.00 |
| OPERATING MARGIN: | | 0% | | | $0.00 |
| FCCM (Facilities Capital Cost Money): | | 0.00% | | | $0.00 |
| EXPENSES: | | 0.00% | | | $0.00 |
| Survey (Field - if by Prime) | #REF! | 4-person crew days @ | $ - | / day | |
| **SUBTOTAL ESTIMATED FEE:** | | | | | **$15,067.46** |
| Subconsultant: | | | | | |
| **SUBTOTAL ESTIMATED FEE:** | | | | | **$15,067.46** |
| Geotechnical Field and Lab Testing | | | | | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | | | **$15,067.46** |
| Optional Services | | | | | $0.00 |
| **GRAND TOTAL ESTIMATED FEE:** | | | | | **$15,067.46** |

1110

**Project Activity 6a: Drainage Analysis**

Estimator:

Lake Lowery Flood Study - Additional Funds

N/A

| Representing | Print Name | Signature / Date |
|---|---|---|
| Polk County | | |
| Patel, Greene and Associates | | |

***NOTE: Signature Block is optional, per District preference***

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 6a.1 | Drainage Map Hydrology | Per Map | 1 | 0 | 0 | |
| 6a.2 | Base Clearance Calculations | Per Location | 0 | 0 | 0 | |
| 6a.3 | Pond Siting Analysis and Report | Per Basin | 0 | 0 | 0 | |
| 6a.4 | Design of Cross Drains | EA | 0 | 0 | 0 | |
| 6a.5 | Design of Ditches | Per Ditch Mile | 0 | 0 | 0 | |
| 6a.6 | Design of Stormwater Management Facility (Offsite or Infield Pond) | EA | 0 | 0 | 0 | |
| 6a.7 | Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds) | Per Cell | 0 | 0 | 0 | |
| 6a.8 | Design of Floodplain Compensation | Per Floodplain Basin | 0 | 0 | 0 | |
| 6a.9 | Design of Storm Drains | EA | 0 | 0 | 0 | |
| 6a.10 | Optional Culvert Material | EA | 0 | 0 | 0 | |
| 6a.11 | French Drain Systems | Per Cell | 0 | 0 | 0 | |
| 6a.11.a | Existing French Drain Systems | Per Cell | 0 | 0 | 0 | |
| 6a.12 | Drainage Wells | EA | 0 | 0 | 0 | |
| 6a.13 | Drainage Design Documentation Report | LS | 1 | 30 | 30 | Update report to address SJRWMD Peer Review Comments |
| 6a.14 | Bridge Hydraulic Report | EA | 0 | 0 | 0 | |
| 6a.15 | Temporary Drainage Analysis | LS | 1 | 0 | 0 | |
| 6a.16 | Cost Estimate | LS | 1 | 0 | 0 | |



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## Project Activity 6a: Drainage Analysis

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | Comments |
|---|---|---|---|---|---|---|
| 6a.17 | Technical Special Provisions / Modified Special Provisions | LS | 1 | 0 | 0 | |
| 6a.18 | Hydroplaning Analysis | LS | 1 | 0 | 0 | |
| 6a.19 | Existing Permit Analysis | LS | 1 | 0 | 0 | |
| 6a.20 | Other Drainage Analysis | LS | 1 | 40 | 40 | Revising northern boundary stage to be relfective of observed conditions (Tailwater Sensitivity analysis). Reviewing and updating groundwater / ET within the report. Updating model to reduce model storage. |
| 6a.21 | Noise Barrier Evaluation | LS | 1 | 0 | 0 | |
| **Drainage Analysis Technical Subtotal** | | | | | **70** | |
| 6a.22 | Field Reviews | LS | 1 | 8 | 8 | 1 additional field review. 2 ppl x 4 hrs x 1 field review |
| 6a.23 | Technical Meetings | LS | 1 | 8 | 8 | Meetings are listed below |
| 6a.24 | Environmental Look-Around (ELA) Meeting | LS | 1 | 0 | 0 | |
| 6a.25 | Quality Assurance/Quality Control | LS | % | 7% | 5 | |
| 6a.26 | Independent Peer Review | LS | % | 0% | 0 | |
| 6a.27 | Supervision | LS | % | 2% | 1 | |
| **Drainage Analysis Nontechnical Subtotal** | | | | | **22** | |
| 6a.28 | Coordination | LS | % | 2% | 2 | |
| **6a. Drainage Analysis Total** | | | | | **94** | |

| Technical Meetings | Units | No of Units | Hours/ Unit | Total Hours | Comments | PM Attendance at Meeting Required? | Number |
|---|---|---|---|---|---|---|---|
| Base Clearance Water Elevation | EA | 0 | 0 | 0 | | | 0 |
| Pond Siting | EA | 0 | 0 | 0 | | | 0 |
| Agency | EA | 0 | 0 | 0 | | | 0 |
| Local Governments (cities, counties) | EA | 1 | 4 | 4 | Meeting / Support for Lake County Water Authority | | 0 |
| FDOT Drainage | EA | 0 | 0 | 0 | | | 0 |
| Other Meetings | EA | 0 | 0 | 0 | | no | 0 |
| **Subtotal Technical Meetings** | | | | **4** | | | 0 |
| Progress Meetings | EA | 4 | 1 | 4 | *PM attendance at Progress Meetings is manually entered on General Task 3* | | - - |
| Phase Review Meetings | EA | 0 | 0 | 0 | *PM attendance at Phase Review Meetings is manually entered on General Task 3* | | - - |
| **Total Meetings** | | | | **8** | **Total Project Manager Meetings (carries to Tab 3)** | | **0** |

**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. Telecommunications
   A. Local — Non-reimbursable
   B. Non-Local — Actual Costs

5. Computer Services — Non-reimbursable

6. Travel Expenses — In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook.

7. Postage, Fed Express, UPS — Actual Costs

8. Pre-approved Equipment (includes purchase and rental of equipment used in project) — Actual Costs

# REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE) Noah Milov ✓
Heather Bryan ___

FROM: Conner Updike, P.E. 863-535-3232 (Name and Phone Number) DATE: 10/13/25

RETURN TO: Conner Updike DIVISION: Roads & Drainage (TR02)

BOARD AGENDA DATE: 2/10/26 COUNTY MANAGER ITEM: ☒ Board Item

PROJECT: LAKE LOWERY OUTFALL MODIFICATION

CSA/CONTRACT NUMBER: 17-57-07

MODIFICATION NUMBER: 3 CHANGE ORDER NUMBER: ___

TYPE OF AGREEMENT: CSA

NAME OF CONSULTANT/CONTRACTOR: Patel, Greene & Associates, LLC

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

REQUEST IN DETAIL: Review CSA and Execute Forms

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

**For CAO Use Only:**

Assigned Staff: Noah Log-In Date: 2/2/2026

CAO Project Number: 2026-75 Log-Out Date: 2/2/2026

Agenda Item R.20. 2/17/2026

## SUBJECT

Adopt a Resolution Setting Speed Limits on County Road 580 (Johnson Avenue East) and County Road 580 (Cypress Parkway), near Haines City. ($776.70 one-time expense)

## DESCRIPTION

The Roads & Drainage Division received a request from an area resident to reduce the speed limit along County Road 580 (Johnson Avenue East). In researching the request, the Roads & Drainage Division discovered Resolutions adopted by the Board on April 13, 1982, and March 6, 1990, attached to the proposed Resolution as Exhibit “A” and Exhibit “B”, respectively. County Road 580 (Johnson Avenue East) and County Road 580 (Cypress Parkway) are located in the Haines City area in S-28, T-27S, R-25E, and are classified as Urban Collector and Rural Major Collector roads, respectively.

Staff conducted traffic studies on County Road 580 (Johnson Avenue East) and County Road 580 (Cypress Parkway), as outlined in Section 316.189 of the Florida Statutes, and investigated the five-year crash history. It was subsequently determined that postings of 30 M.P.H., 35 M.P.H., 45 M.P.H., and 55 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 County Road 580 (Johnson Avenue East) and County Road 580 (Cypress Parkway). Cost for installation of signs is estimated at $776.70.

## FISCAL IMPACT

Funds are budgeted in the FY 25/26 Transportation Millage Fund.

## CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

# RESOLUTION NO.: _____

**WHEREAS** the Board of County Commissioners, by adopting a Resolution dated April 13, 1982, attached hereto as Exhibit "A", caused County Road 580 (Johnson Avenue East), a County-maintained Collector road, to be posted 30 M.P.H., 35 M.P.H., 45 M.P.H., and 55 M.P.H., and

**WHEREAS** a portion of County Road 580 (Johnson Avenue East) was subsequently renamed County Road 580 (Cypress Parkway), and

**WHEREAS** the Board of County Commissioners, by adopting a Resolution dated March 6, 1990, attached hereto as Exhibit "B", caused County Road 580 (Cypress Parkway), a County-maintained Rural Major Collector road, to be posted 45 M.P.H. and 55 M.P.H., and

**WHEREAS** the Polk County Roads & Drainage Division has since conducted speed studies for County Road 580 (Johnson Avenue East) (Road Number 772802), and County Road 580 (Cypress Parkway) (Road Number 783004), and

**WHEREAS** said studies were made in accordance with the procedures established by the State of Florida Department of Transportation, and it was subsequently determined that modified postings of 30 M.P.H., 35 M.P.H., 45 M.P.H., and 55 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 County Road 580 (Johnson Avenue East) to be posted 30 M.P.H. from US Highway 17/92 to Twenty-First Street; 35 M.P.H. from Twenty-First Street to Thirtieth Street; 45 M.P.H. from Thirtieth Street to Power Line Road; and 45 M.P.H. from Power Line Road to County Road 580 (Cypress Parkway). Further, the Resolution dated April 13, 1982, attached hereto as Exhibit "A," is hereby repealed. Further, the Polk County Roads & Drainage Division is herewith directed to cause County Road 580 (Cypress Parkway) to be posted 45 M.P.H. from County Road 580 (Johnson Avenue East) to 500 feet north of Hazelwood Court; 55 M.P.H. from Hazelwood Court to 500 feet west of Solivita Boulevard (east leg); and 45 M.P.H. from to 500 feet west of Solivita Boulevard (east leg) to the Polk County Line. Further, the Resolution dated March 6, 1990, attached hereto as Exhibit "B," is hereby repealed.

Adopted in Regular Session duly assembled this 17th day of February 2026.

Attest:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

Board of County Commissioners
Polk County, Florida

By: _____
Martha Santiago, Ed.D., Chair

# R E S O L U T I O N

WHEREAS, the Polk County Engineer, through the Polk County Traffic Engineering Department, has made a speed study on Johnson Avenue (C.R. 580) from U.S. 92 to the County Line, and

WHEREAS, said study was made in accordance with procedures established by the State of Florida, Department of Transportation, and

WHEREAS, under the laws of the State of Florida, the Board of County Commissioners is vested with the authority to establish speed limits on county maintained roads,

NOW, THEREFORE, BE IT RESOLVED that the County Engineer be and is herewith directed to cause said Johnson Avenue (C.R. 580) to be posted as follows:

30 M.P.H. from U.S. 92 to 21st Street
35 M.P.H. from 21st Street to 30th Street
45 M.P.H. from 30th Street to Powerline Road
55 M.P.H. from Powerline Road to the County Line.

STATE OF FLORIDA

COUNTY OF POLK

I, E. D. "BUD" DIXON, Clerk of the Board of County Commissioners of Polk County, Florida, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board on the 13th day of April, 1982.

WITNESS MY HAND AND OFFICIAL SEAL of said Board this 13th day of April, 1982.

E. D. "BUD" DIXON, Clerk

(SEAL)

BY: Helen S. Stahl
Deputy Clerk

4/13/82/es

772802

Exhibit "B"

County Road 783004

# R E S O L U T I O N

WHEREAS the Polk County Engineer, through the Polk County Traffic Engineering Department, has made a speed study on Cypress Parkway from Mile Post 6.09 to Mile Post 6.29 which is located in Section 30, Township 27 South, Range 28 East, and

WHEREAS said study was made in accordance with procedures established by the State of Florida Department of Transportation, and

WHEREAS under the laws of the State of Florida, the Board of County Commissioners is vested with the authority to establish speed limits on County maintained roads,

NOW, THEREFORE, BE IT RESOLVED that the County Engineer be and is herewith directed to cause said Cypress Parkway, which is located in Section 30, Township 27 South, Range 28 East, to be posted as follows:

45 M.P.H. from Mile Post 6.09 to Mile Post 6.29

STATE OF FLORIDA

COUNTY OF POLK

I, E. D. "BUD" DIXON, Clerk of the Board of County Commissioners of Polk County, Florida, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the said Board on the 6th day of March, 1990.

WITNESS my hand and official seal of said Board this 12th day of March, 1990.

E. D. "BUD" DIXON, Clerk

(SEAL)

By: Nettie L. Oarland

Deputy Clerk

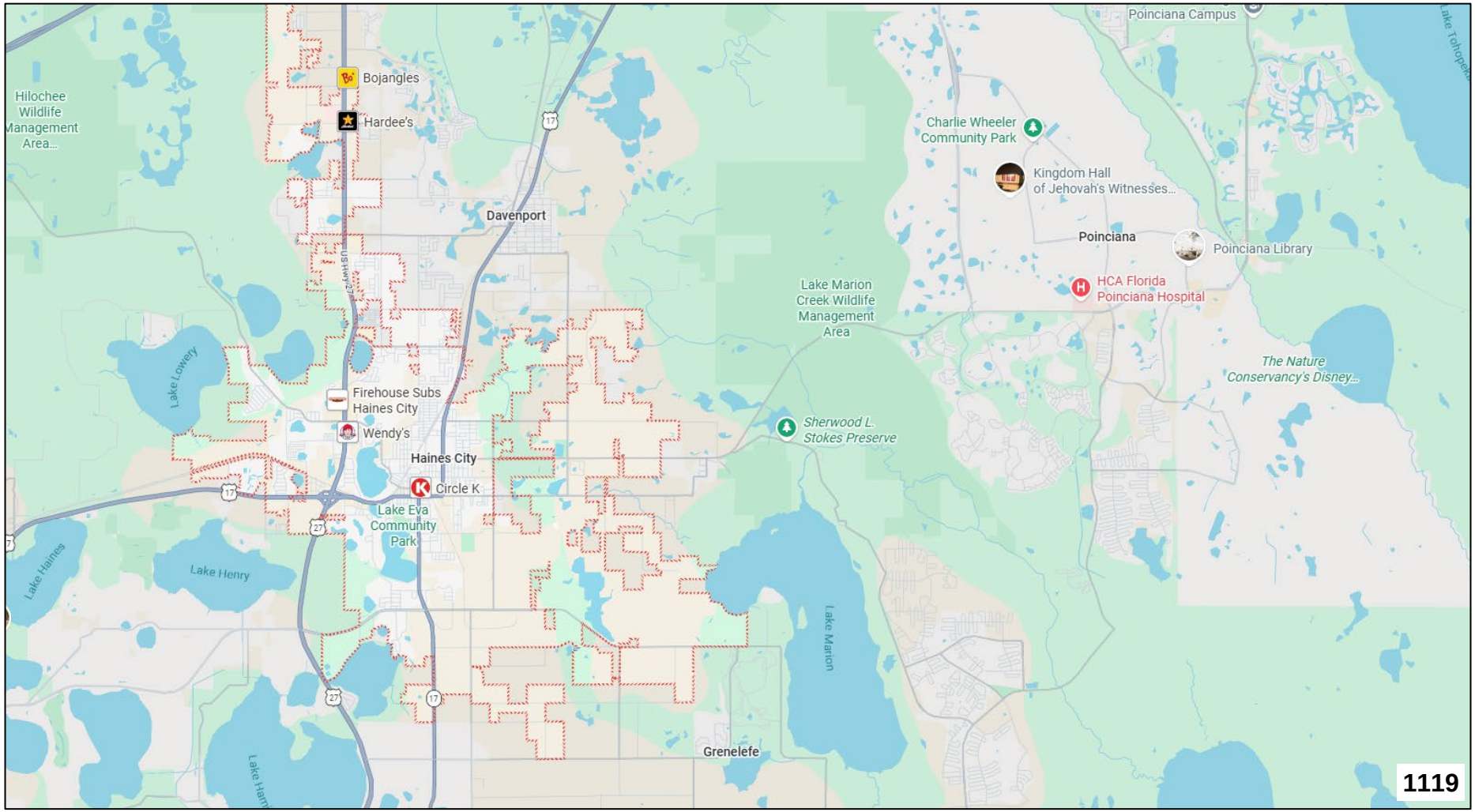
03/06/90

(GED)

# CR 580 (Johnson Ave E)/CR 580 (Cypress Pkwy) (Haines City Area)

Request for Speed Limit Adjustment

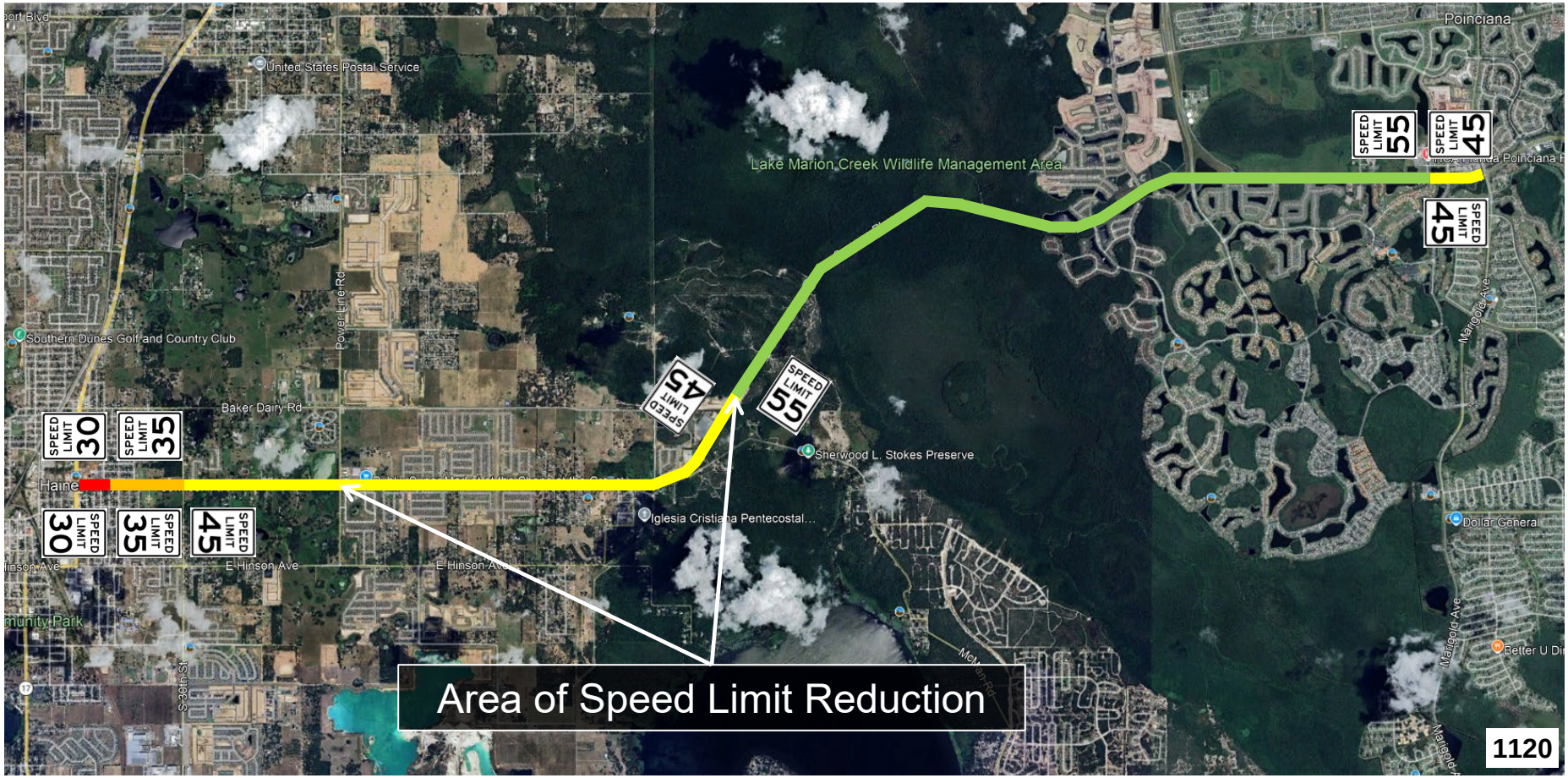
Vicinity Map



# CR 580 (Johnson Ave E)/CR 580 (Cypress Pkwy) (Haines City Area)

Request for Speed Limit Adjustment

Vicinity Map



# POLK COUNTY TRANSPORTATION DIVISION

## SPEED STUDY

### ROAD DESCRIPTION

| | | | | | |
|---|---|---|---|---|---|
| **Road Name** | CR580 (Johnson Ave E) | | | **Road Number** | 772802 |
| **Section** | 28 | **Township** | 27 S | **Range** | 27 E |
| **Commission District** | 4 | **Maintenance Unit** | R4 | **Functional Classification** | UC |
| **From** | US 17/92 | **Node** | N/A | **Mile Post** | N/A |
| **To** | CR 580 (Cypress Pkwy) | **Node** | N/A | **Mile Post** | N/A |

### REASON FOR RESOLUTION

| | | | | | |
|---|---|---|---|---|---|
| **Customer Service Request #** | **83130** | **Internal Request** | | **External Request** | ✓ |
| **New Posting** | | **Speed Adjustment** | ✓ | | |

**External Agency Name (If Applicable)**

**Problem Statement:**
**Polk County received a request from an area resident to reduce the speed limit along CR 580 (Johnson Ave E).**

### TEST RUN SPEEDS

| | | | |
|---|---|---|---|
| **Test Run Speed #1 in M.P.H.** | None | **Comments:** | 85th Percentile |
| **Test Run Speed #2 in M.P.H.** | None | **Comments:** | 85th Percentile |
| **Test Run Speed #3 in M.P.H.** | None | **Comments:** | 85th Percentile |

### ROADWAY ALIGNMENT

| | | | | | |
|---|---|---|---|---|---|
| **Number of Hills** | 3 | **Number of Curves** | 1 | **Number of Turns** | 0 |
| **Lane Width (ft)** | 12 | **Number of Lanes** | 2 | **Shoulder Width (ft)** | 0 |
| **Number of School Zones** | None | **Posted Speed of School Zones** | None | **Pavement Condition** | Good |
| **Number of Intersections** | 31 | **Sight Distance of Intersections** | Adequate | | |
| **Number of Driveways** | 92 | **Sight Distance of Driveways** | Adequate | | |
| **Number of Stop Signs** | 4 | **Number of Signals** | 2 | | |

### SPEED LIMIT INFORMATION

| | | | | | |
|---|---|---|---|---|---|
| **Current Speed Limit Posting (M.P.H.)** | 30 | 35 | 45 | 55 | |
| **Proposed Speed Limit Posting (M.P.H.)** | 30 | 35 | 45 | 45 | |
| **From Mile Post** | 0.000 | 0.210 | 0.680 | 1.690 | |
| **To Mile Post** | 0.210 | 0.680 | 1.690 | 3.730 | |

**Notes:**
**Traffic Data was collected within the 55 mph segment of CR 580. The 85th percentile speed was 48 mph. The proposed posting considers the 85th percentile speed.**

| | | | |
|---|---|---|---|
| **Review conducted by** | Holly Toley & Andrew Jones | **Date** | 10/13/2025 |
| **Entered by** | Steve Logan | **Date** | 1/30/2026 |
| **Concurred/authorized by Traffic Engineer** | Amy J. Gregory, P.E. | | |
| **Signature** | | **Date** | 02/03/26 |

# POLK COUNTY TRANSPORTATION DIVISION

## SPEED STUDY

### ROAD DESCRIPTION

| | | | | | |
|---|---|---|---|---|---|
| **Road Name** | CR580 (Cypress Pkwy) | | | **Road Number** | 783004 |
| **Section** | 30 | **Township** | 27 S | **Range** | 27 E |
| **Commission District** | 4 | **Maintenance Unit** | R4 | **Functional Classification** | RMC |
| **From** | CR 580 (Johnson Ave E) | **Node** | N/A | **Mile Post** | N/A |
| **To** | Polk County Line | **Node** | N/A | **Mile Post** | N/A |

### REASON FOR RESOLUTION

| | | | | | |
|---|---|---|---|---|---|
| **Customer Service Request #** | **83130** | **Internal Request** | | **External Request** | ✓ |
| **New Posting** | | **Speed Adjustment** | ✓ | | |

**External Agency Name (If Applicable)**

**Problem Statement:**
**Polk County received a request from an area resident to reduce the speed limit along CR 580 (Cypress Pkwy).**

### TEST RUN SPEEDS

| | | | |
|---|---|---|---|
| **Test Run Speed #1 in M.P.H.** | None | **Comments:** | 85th Percentile |
| **Test Run Speed #2 in M.P.H.** | None | **Comments:** | 85th Percentile |
| **Test Run Speed #3 in M.P.H.** | None | **Comments:** | 85th Percentile |

### ROADWAY ALIGNMENT

| | | | | | |
|---|---|---|---|---|---|
| **Number of Hills** | 6 | **Number of Curves** | 5 | **Number of Turns** | 0 |
| **Lane Width (ft)** | 12 | **Number of Lanes** | 2 | **Shoulder Width (ft)** | 0 |
| **Number of School Zones** | None | **Posted Speed of School Zones** | None | **Pavement Condition** | Good |
| **Number of Intersections** | 12 | **Sight Distance of Intersections** | Adequate | | |
| **Number of Driveways** | 18 | **Sight Distance of Driveways** | Adequate | | |
| **Number of Stop Signs** | 0 | **Number of Signals** | 1 | | |

### SPEED LIMIT INFORMATION

| | | | | | |
|---|---|---|---|---|---|
| **Current Speed Limit Posting (M.P.H.)** | 55 | 55 | 45 | | |
| **Proposed Speed Limit Posting (M.P.H.)** | 45 | 55 | 45 | | |
| **From Mile Post** | 0.000 | 0.770 | 6.090 | | |
| **To Mile Post** | 0.770 | 6.090 | 6.290 | | |

**Notes:**
**Traffic Data was collected within the 55 mph segment of CR 580. The 85th percentile speed was 48 mph. The proposed posting considers the 85th percentile speed.**

| | | | |
|---|---|---|---|
| **Review conducted by** | Holly Toley & Andrew Jones | **Date** | 10/13/2025 |
| **Entered by** | Steve Logan | **Date** | 1/30/2026 |
| **Concurred/authorized by Traffic Engineer** | Amy J. Gregory, P.E. | | |
| **Signature** | | **Date** | 02/03/26 |

Agenda Item R.21. 2/17/2026

## SUBJECT

Approve Consultant Services Authorization 2024-011-10 with Dewberry Engineers, Inc. for the Northeast Regional Utility Service Area (NERUSA) Alternative Water Supply (AWS) Receiving Facility Project ($898,223.15 not-to-exceed one-time expense)

## DESCRIPTION

The Polk Regional Water Cooperative (PRWC) is developing sustainable and drought resistant AWS projects for participating member communities. The County's Northeast Regional Utility Service Area (NERUSA) will receive AWS finished water from the PRWC's Southeast Wellfield Project as a base load through a regional transmission system. The proposed NERUSA AWS Receiving Facility will receive the finished water and incorporate it into the NERUSA water distribution system. The Project includes a meter/control valve station, ground storage reservoir, chemical feed facilities, a high service pump station, electrical/SCADA systems, and related site improvements. Additionally, a new public supply well is included to replace the existing public supply wells at the Edgehill Water Production Facility. The site will be accessed from Holly Hill Road via an existing 30-foot right-of-way.

The County has requested that the Consultant provide project management, final design, permitting, bid phase and construction phase services for the AWS Receiving Facility.

## RECOMMENDATION

Request Board approve Consultant Services Authorization 2024-011-10 with Dewberry Engineers, Inc. for the Northeast Regional Utility Service Area (NERUSA) Alternative Water Supply (AWS) Receiving Facility Project at a total cost not-to-exceed $898,223.15.

## FISCAL IMPACT

Operating funds are budgeted and available in the Utilities Division's Community Investment Projects Program Budget.

## CONTACT INFORMATION

Hunter Johnson
Utilities Division

CIP Projects Manager
(863) 344-9959

# Consultant Services Authorization

| | |
|---|---|
| Firm | Dewberry Engineers, Inc. |
| Master Agreement No. | 2024-011 |
| CSA No. | 2024-011-10 |
| Project Name | Northeast Regional Utility Service Area (NERUSA) Alternative Water Supply (AWS) Receiving Facility |
| Project Description | The consultant will provide professional services including project management, final design, permitting, bid, and construction administration services for the AWS facility as well as the related on site well facilities. |
| Projects Exhibits and Attachments | Exhibit "A"- Scope of Services<br>Exhibit "B"-Fee Schedule (Master Agreement)<br>Exhibit "C"-Reimbursable Cost Schedule (if applicable)<br>Exhibit "D"-Insurance Documents |
| Duration (in days) | This authorization shall be in full force and effect until the Consultant completes all services as identified in Exhibit "A". |
| Compensation | $ 898,223.15 |
| Special Contract Conditions | NA |
| Insurance Requirements | Professional Liability |
| Liquidated Damages | $ 0.00 Per Day |
| Budget Source/Availability | 42011.680536150.5666000.6852005 (NERUSA PRWC AWS Rec Facility) |

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

**Attest:**
STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Date Approved by Board:_____

POLK COUNTY, a Political subdivision of the State of Florida

By:_____
Chairman
Board of County Commissioners

Review as to form and legal sufficiency

_____
County Attorney's Office Date

---

**Attest:**

_____
Corporate Secretary Colleen M. Collins

**SEAL**

Date: December 22, 2025

Dewberry Engineers Inc
CONSULTANT COMPANY NAME

_____ VP
Authorized Corporate Officer

Robert R. Beltran, VP, PE
[Printed Name and Title]

Date: December 22, 2025

Rev: 8/18/15

# Exhibit A
# Consultant Services Authorization
## 2024-011-10
## Northeast Regional Utility Service Area (NERUSA) Alternative Water Supply (AWS) Receiving Facility

Dewberry Engineers, Inc, (Consultant) entered into a Master Consulting Agreement (Agreement) with Polk County, Florida (County) on January 9, 2024. Pursuant to this Agreement, the County has requested that the Consultant provide certain professional services in support of the NERUSA AWS Receiving Facility Final Design (Project) as further detailed in this Consultant Services Authorization.

## A. Project Background and Description

The Polk Regional Water Cooperative (PRWC) is developing sustainable and drought resistant AWS projects for the participating member communities. The County's Northeast Regional Utility Service Area (NERUSA) will receive AWS from the PRWC's Southeast Wellfield Project as a base load through a regional transmission system. Finished water will be delivered to the NERUSA PRWC AWS Receiving Facility located on Parcel 27-26-32-709500-020231 for distribution to the Northeast Public Water System (NE PWS) via an existing 24-inch water main adjacent to the site (refer to Figure 1). The Project includes a meter/control valve station, ground storage reservoir, chemical feed facilities, a high service pump station, electrical/SCADA systems, and related site improvements to support the access and operation of the facility. Final design services will include an Operations Building based on the facilities provided at the Gibson Oaks WPF with the onsite road accommodating future expansion at the site. Additionally, a new public supply well will be constructed that is intended to replace the existing public supply wells at the Edgehill Water Production Facility (WPF).

The site will be accessed from Holly Hill Road via an existing 30-foot right-of-way. It is anticipated that this access will be shared with the City of Davenport to accommodate a new park adjacent to the Project site. The County has requested that the Consultant provide professional engineering services in support of the Project.

## B. Scope of Services

Upon authorization to proceed from the County, the Consultant will provide the following identified services. The Consultant shall ensure that all design, bid, and construction documents produced by the Consultant or their subconsultants for the County will be consistent with the Polk County Utilities Standards and Specifications Manual, latest edition, and other County requirements. This authorization shall be in full force and effect until the Consultant completes all services as described in the Consultant Services Authorization 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 with the County. The Consultant will prepare a meeting agenda and meeting minutes. Meeting minutes shall be distributed within three working days of the date of the meeting. Meetings under this task are for design phase only.

- 60% design review
    - The CONSULTANT will prepare for and attend one (1) design review meeting for the 60% level documents with PCU to receive and review comments.
- 90% design review
    - The CONSULTANT will prepare for and attend one (1) design review meeting for the 90% level documents with PCU to receive and review comments.

## Phase 200 – Support Services

No services under this task are included.

## Phase 300 – Final Design Documents

Final design services will be provided in accordance with the following:

Final structural design services will be provided in accordance with the scope of services set forth in the December 08, 2025 proposal prepared by Biller Reinhart Engineering Group, Inc. (refer to Attachment A-3).

### Task 301 – 60% Design Documents

The Consultant will prepare and submit 60% design documents consisting of the following:

- Hydraulic Modeling to support the NERUSA optimization and balancing of the WPFs within the area of the proposed receiving facility.
- Design drawings consisting of three (3) half-size sets of drawings to scale and one (1) electronic copy in Portable Document Format;
- Technical specifications consisting of one (1) bound copy and one (1) electronic copy in Portable Document Format;
- One (1) copy of a preliminary Engineer's Opinion of Probable Construction Cost.

### Task 302 – 90% Design Documents

The Consultant will prepare and submit 90% design documents consisting of the following:

- One (1) copy of a tabular summary of the Consultant's responses to comments provided by the County for the 60% design submittal;
- Design drawings consisting of three (3) half-size sets of drawings to scale and one (1) electronic copy in Portable Document Format;
- Technical specifications consisting of one (1) bound copy and one (1) electronic copy in Portable Document Format. The technical specifications shall include Division 1.
- One (1) copy of an updated Engineer's Opinion of Probable Construction Cost. If there is more than 25% variance in the Engineer's Opinion of Probable Construction Cost from the 60% design, the Consultant shall provide the rationale for the difference in cost.

The Consultant shall clearly list any variations from the Utilities Standards and Specifications Manual and documentation that the variations have been accepted by the County.

- Anticipated final drawing sheets are listed in Section C.

## Phase 400 – Permitting Services

This phase consists of the preparation and submittal of the forms and documents that are required for obtaining regulatory and construction permits / approvals for the Project. In each task below, response to agency questions and comments is limited to two (2) sets of review questions and comments from each agency for each permit. This limit does not include responses to agency questions / comments resulting from errors and / or omissions of the Consultant in preparing and submitting requisite application documents. Permit applicant fees are to be paid by the County.

### Task 401 – Specific Permit to Construct Public Water System Components

This task includes the preparation and submittal of documents required for obtaining a permit for the construction of Public Water Supply System Components.

- Specific Permit to Construct Public Water System Components (Polk County Health Department / Department of Health)

### Task 402 – Environmental Resources Permit

- Environmental Resource Permit - stormwater, jurisdiction wetlands / waters of the State, sovereign submerged lands, etc. (Florida Department of Environmental Protection / Southwest Florida Water Management District / South Florida Water Management District)

### Task 403 – Polk County Land Development

- Level Three or Four Approval, including Conditional Use (Polk County Growth Management), to be completed by the County
- Level Two Approval (Polk County Growth Management)

The scope for each required permit Task 401-403 shall include at a minimum the following services:

- Attend one pre-application meeting (as required).
- Attend one Planning Commission Meeting / Board of County Commissioners Meeting / Development Review Committee Meeting (Polk County Growth Management applications).

## Phase 500 – Bid Phase Services

This phase will be performed during the bid phase of the Project. For the purpose of this Consultant Services Authorization, it is assumed that the County will enter into one contract for construction of the Project. The County shall be responsible for preparation of Procurement and Contracting Requirements, advertisement of the Project, and distribution of the Project documents, including all costs associated therewith.

### Task 501 – Bid Documents

The Consultant shall prepare and submit the following bid documents to the County:

- One (1) copy of a tabular summary of the Consultant's responses to comments provided by the County for the 90% design submittal;
- One (1) signed and sealed full-size set of drawings to scale and one (1) half-size set of construction plans to scale;
- One (1) signed and sealed copy of technical specifications;
- Schedule of Values and Bid Sheet (electronic only);
- Scope of Work (separated out for advertisement);
- Supplementary and Special Conditions (electronic only);
- Engineer's Opinion of Probable Construction Cost;
- An electronic copy of the bid documents in Portable Document Format (electronically signed and sealed).

### Task 502 – Pre-bid Meeting

The Consultant shall attend one pre-bid meeting, including a pre-bid site visit (if required).

### Task 503 – Bid Addenda

The Consultant shall prepare bid addenda to address / respond to questions and comments submitted to the County by prospective bidders. This task is budgeted for addressing up to two addenda.

### Task 504 – Bid Recommendation

The Consultant shall evaluate the technical portions of the submitted bids and provide a recommendation of award to the County.

## Phase 600 – Construction Administration Services

These services will be performed during construction of the Project. For the purpose of this Consultant Services Authorization, it is assumed that the construction duration will not exceed 450 calendar days (15 months).

### Task 601 – Pre-Construction Meeting

The Consultant shall attend one pre-construction meeting and prepare a meeting agenda and meeting summary.

### Task 602 – Preliminary Matters and Contract Documents

The Consultant shall provide three (3) sets of 22" x 34" conformed construction drawings to scale and three (3) sets of technical specifications for distribution to the County and the contractor. Additionally, the Consultant shall also submit one (1) electronically signed and sealed set of all conformed drawings and technical specifications. The conformed construction drawings and technical specifications shall incorporate all changes and clarifications to the documents during the bid and pre-award phases.

The Consultant shall review and approve the preliminary schedule of shop drawings and submittals, the preliminary schedule of values, and the construction schedule for the Project. The Consultant shall provide written interpretations and clarifications of the Contract Documents as requested by the contractor and determine the acceptability of work. The Consultant will render in writing their opinions concerning the contractor's requests for formal decisions on claims and disputes. The Consultant will disapprove or reject work which is defective and / or require special inspection or testing as may be deemed necessary to assess conformance with the Contract Documents.

### Task 603 – Shop Drawing Review

Review contractor's shop drawings and other submittals for general conformance with the Contract Documents. The Consultant shall conduct up to one hundred and five (105) reviews of shop drawings, including initial and re-submittals.

### Task 604 – Construction Progress Meetings

Attend twelve (12) construction progress meetings and prepare a meeting agenda and meeting summary.

### Task 605 – Construction Site Visits

The Consultant's Engineer of Record, or designated representative, will visit the site at intervals deemed appropriate by the Consultant to review the construction of the Project for general conformance with Contract Documents. It is anticipated; the Engineer of Record will conduct twenty (20) site visits during the construction of the Project.

### Task 606 – Applications for Payment

The Consultant will review applications for payment submitted by the contractor, including updated progress schedules, and will indicate in writing to the County a recommendation of payment or return the application to the contractor specifying in writing the reasons for not recommending payment. The Consultant's recommendation of payment will constitute a representation by the Consultant to the County that:

- The work has progressed to the point indicated;
- The quality of the work is generally in accordance with the Contract Documents; and
- The conditions precedent to the contractor's being entitled to such payment appear to have been fulfilled based on the Consultant's site observations.

In the event that the work has not progressed in accordance with the approved construction schedule, the Consultant will request that the contractor submit a schedule recovery plan indicating corrective actions necessary to put the work back on schedule. The Consultant shall submit the contractor's application for payment to the County within five working days of receipt of the same. The Consultant expects to review approximately fifteen (15) pay applications.

### Task 607 – Requests for Information

Review Requests for Information submitted by the contractor and provide written responses to the contractor. The Consultant shall maintain a Requests for Information log for the Project. The Consultant will review and respond to up to twenty-five (25) RFI's.

### Task 608 – Change Orders

The Consultant will review requests from the contractor for changes in contract price or contract time and provide written comments to the contractor and the County. If acceptable, the Consultant will prepare a written change order to be signed by the Consultant and the contractor and submitted to the County for approval. This task includes the review of Allowance Authorization Releases and Contingency Releases. The Consultant shall review up to six (6) change orders or contingency releases.

### Task 609 – Substantial Completion

Upon written notification and receipt of a list of items to be completed / corrected from the contractor, the Consultant will visit the site to determine if the work or a designated portion thereof is substantially complete. For the purpose of this task, the Consultant assumes that two (2) substantial completion site visits will be required. When the work (or a portion thereof) is deemed to be substantially complete, the Consultant will prepare a Certificate of Substantial Completion that establishes the date of Substantial Completion. The Certificate of Substantial Completion shall be accompanied by a list of items to be completed / corrected.

### Task 610 – Project Close-Out

Upon written notification from the contractor that the entire work is complete, the Consultant will visit the site to determine if the work is complete as required by the Contract Documents. For the purpose of this task, the Consultant assumes that one final completion site visit will be required. When the work is deemed to be complete by the Consultant and the County, the Consultant will review the contractor's final application for payment and accompanying documentation and provide a written recommendation of payment to the County. The Consultant will also give written notice to the County and the contractor that the work is acceptable subject to the provisions of Article 16 of the County's General Conditions.

The Consultant will review the contractor's as-built drawings for completeness and compliance with County requirements. This effort shall include the preparation of written comments for submission to the contractor based on the Consultant's review of the as-built drawings. The Consultant will prepare record drawings based on the contractor's as-built data in accordance with the Utilities Standards and Specifications Manual. One (1) complete 24" x 36" set of draft record drawings shall be submitted for review by the County. The Consultant will incorporate all comments from the draft review, then submit signed and sealed electronic sets (Portable

Document Format and AutoCAD) and one (1) signed and sealed 24" x 36" hard copy set of the record drawings to the County within 30 days of the receipt of the contractor's final as-built drawings.

The Consultant shall prepare and submit a "Certification and Request for Clearance to Place Permitted Public Water System Components into Operation" (Form 62-555.900(9)) to the Polk County Health Department for each non-contiguous portion of the Project.

**PHASE 700 – WELL CONSTRUCTION PHASE SERVICES**

These services will be performed during the construction of the new upper Floridan aquifer (UFA) public supply well and additional drilling to the LFA-1 interval for additional hydraulic and water quality testing at the Project site. For the purpose of this Consultant Services Authorization, it is assumed that the construction duration will not exceed 120 calendar days.

**Task 701 – Pre-Construction Meeting**

The Consultant shall attend one pre-construction meeting and prepare a meeting agenda and meeting summary.

**Task 702 – Contract Documents**

The Consultant shall provide three (3) sets of 22" x 34" conformed construction drawings to scale and three (3) sets of technical specifications for distribution to the County and the contractor. Additionally, the Consultant shall also submit one (1) electronically signed and sealed set of all conformed drawings and technical specifications. The conformed construction drawings and technical specifications shall incorporate all changes and clarifications to the documents during the bid and pre-award phases.

The Consultant shall review and approve the preliminary schedule of shop drawings and submittals, the preliminary schedule of values, and the construction schedule for the Project. The Consultant shall provide written interpretations and clarifications of the Contract Documents as requested by the contractor and determine the acceptability of work. The Consultant will render in writing their opinions concerning the contractor's requests for formal decisions on claims and disputes. The Consultant will disapprove or reject work which is defective and / or require special inspection or testing as may be deemed necessary to assess conformance with the Contract Documents.

**Task 703 – Shop Drawing Review**

Review contractor's shop drawings and other submittals for general conformance with the Contract Documents.

**Task 704 – Well Construction Progress Meetings**

Attend up to six (6) well construction progress meetings and prepare a meeting agenda and meeting summary for each.

**Task 705 – Construction Site Visits**

The Consultant shall provide limited field construction observation services at critical stages of construction of the new UFA well at the PCU AWS Facility Supplemental Well. The services under this task do not include full-time observation and shall be present at critical construction stages; and include making recommendations on casing depth, observing the setting and grouting of casings, monitoring cuttings during advancement of the pilot hole, specific capacity testing, water quality sampling, and documenting well development.

Once total depth has been achieved, the Consultant shall document well development using the pump and surge method. Pumping rates during development are expected to exceed the design rate and be based upon aquifer response. During this time, the Consultant shall obtain and monitor sand content and turbidity. It is anticipated that the well drilling contractor will obtain discharge rates and water level readings every 15 minutes during the development of the well.

Following well development, the Consultant shall oversee and document the performance of a four-step drawdown test (SDT) at the new well according to a plan discussed with the drilling contractor. The well will be pump tested at approximately 50%, 75%, 100% and 125% of the permitted design rate. The drilling contractor will provide the Consultant with access (1-inch nominal diameter pipe by 100-foot length) for a water level indicator and supply a pressure transducer. Turbidity and sand content samples shall be collected by the Consultant at 15-minute intervals from the start of each step. It is anticipated that the SDT will take up to 8 hours. The Consultant shall incorporate the collected data into the well construction summary report.

**Task 706 – Applications for Payment**

The Consultant will review applications for payment submitted by the contractor, including updated progress schedules, and will indicate in writing to the County a recommendation of payment or return the application to the contractor specifying in writing the reasons for not recommending payment. The Consultant's recommendation of payment will constitute a representation by the Consultant to the County that:

- The work has progressed to the point indicated;
- The quality of the work is generally in accordance with the Contract Documents; and
- The conditions precedent to the contractor's being entitled to such payment appear to have been fulfilled based on the Consultant's site observations.

In the event that the work has not progressed in accordance with the approved construction schedule, the Consultant will request that the contractor submit a schedule recovery plan indicating corrective actions necessary to put the work back on schedule. The Consultant shall submit the contractor's application for payment to the County within five working days of receipt of the same.

**Task 707 – Requests for Information**

Review Requests for Information submitted by the contractor and provide written responses to the contractor. The Consultant shall maintain a Requests for Information log for the Project.

**Task 708 – Change Orders**

The Consultant will review requests from the contractor for changes in contract price or contract time and provide written comments to the contractor and the County. If acceptable, the Consultant will prepare a written change order to be signed by the Consultant and the contractor and submitted to the County for approval. This task includes the review of Allowance Authorization Releases and Contingency Releases.

**Task 709 – Substantial Completion**

Upon written notification and receipt of a list of items to be completed / corrected from the contractor, the Consultant will visit the site to determine if the work or a designated portion thereof is substantially complete. For the purpose of this task, the Consultant assumes that two substantial completion site visits will be required. When the work (or a portion thereof) is deemed to be substantially complete, the Consultant will prepare a Certificate of Substantial

Completion that establishes the date of Substantial Completion. The Certificate of Substantial Completion shall be accompanied by a list of items to be completed / corrected.

**Task 710 – Project Close-Out**

Upon written notification from the contractor that the entire work is complete, the Consultant will visit the site to determine if the work is complete as required by the Contract Documents. For the purpose of this task, the Consultant assumes that one final completion site visit will be required. When the work is deemed to be complete by the Consultant and the County, the Consultant will review the contractor's final application for payment and accompanying documentation and provide a written recommendation of payment to the County. The Consultant will also give written notice to the County and the contractor that the work is acceptable subject to the provisions of Article 16 of the County's General Conditions.

The Consultant will review the contractor's as-built drawings for completeness and compliance with County requirements. This effort shall include the preparation of written comments for submission to the contractor based on the Consultant's review of the as-built drawings.

The Consultant will prepare a final well construction summary report. The report will contain information such as the contractor's well completion reports, driller's logs, lithologic logs, geophysical logs, video logs, development data, water quality data, and specific capacity test results. The Consultant shall provide a draft version of the report in digital format (PDF, Word) to the County for review. Consultant shall incorporate comments in a final version of the report. One digital (PDF) copy and up to three (3) hard copies of the final report shall be provided to the County.

## 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 |
|---|---|---|
| 200 | Support Services | Not Used |
| 301-302 | Final Design Documents | Three (3) 11" x 17" design drawings; one (1) copy of technical specifications; one (1) electronic copy of each; and one (1) hard copy of the Engineers Opinion of Probable Construction Cost |
| 401 | Permitting | Permit applications and supporting documentation |
| 501 | Bid Documents | One (1) 22" x 34" signed / sealed and one (1) 11" x 17" construction plans; one (1) set of technical specifications (signed / sealed); Schedule of Values; Bid Sheet; Scope of Work; Supplementary and Special Conditions; Engineers Opinion of Probable Construction Cost; one (1) electronic copy of all bid docs in Portable Document Format |
| 502 | Pre-bid Meeting | Meeting agenda and minutes |
| 503 | Bid Addenda | Responses to bidders questions / comments |
| 504 | Bid Recommendation | Recommendation of award |
| 601 | Pre-Construction Meeting | Meeting agenda and minutes |
| 602 | Contract Documents | Three (3) sets of 22" x 34" conformed construction drawings and technical specifications; written interpretations, clarifications, opinions |
| 603 | Shop Drawing Review | Review up to 110 shop drawing submittals for general conformance with Contract Documents |
| 604 | Progress Meetings | Meeting agenda and minutes |
| 606 | Pay Applications | Written comments on payment applications, as applicable |
| 607 | Requests for Information | Written responses to contractors' Requests For Information |

| Task | Activity | Deliverable |
|---|---|---|
| 608 | Change Orders | Written comments on Change Orders, Allowance Authorization Releases, and Contingency Releases |
| 609 | Substantial Completion | Certificate of Substantial Completion (with punch list) |
| 610 | Project Close-Out | Certificate of Final Completion; one (1) signed / sealed set (22" x 34") record drawings and two (2) electronic sets (Portable Document Format and AutoCAD); construction completion certifications (as required) |
| 701 | Pre-Construction Meeting | Meeting agenda and minutes |
| 702 | Contract Documents | Three (3) copies of technical specifications; written interpretations, clarifications, opinions |
| 703 | Shop Drawing Review | Review shop drawing submittals for general conformance with Contract Documents |
| 704 | Construction Progress Meetings | Attend Monthly Progress meetings with the Owner and Contractor |
| 705 | Construction Site Visit | Provide limited field construction observation services at critical stages of construction of the new UFA well at the PCU AWS Facility Supplemental Well. |
| 706 | Pay Applications | Written comments on payment applications, as applicable |
| 707 | Requests for Information | Written responses to contractor's Requests For Information |
| 708 | Change Orders | Written comments on Change Orders, Allowance Authorization Releases, and Contingency Releases |
| 709 | Substantial Completion | Certificate of Substantial Completion (with punch list) |
| 710 | Project Close-Out | Well Construction Summary Report - One (1) draft review copy, both PDF and Word files, and one (1) final PDF and up to three (3) hard copies. |

**Anticipated Drawing List:**

| DWG. NO. | DESCRIPTION |
|---|---|
| **GENERAL SHEETS** | |
| G-001 | COVER SHEET |
| G-002 | SHEET INDEX |
| G-003 | GENERAL NOTES |
| G-004 | ABBREVIATIONS, LEGENDS AND SYMBOLS |
| G-005 | PROCESS FLOW DIAGRAM |
| **CIVIL SHEETS** | |
| C-101 | EXISTING SITE CONDITIONS |
| C-102 | PROPOSED SITE PLAN |
| C-103 | PROPOSED PAVING, GRADING AND DRAINAGE PLAN |
| C-104 | PROPOSED YARD PIPING PLAN |
| C-105 | PROPOSED STORMWATER POND PLAN AND SECTIONS |
| C-201 | PROPOSED PAVING, GRADING AND DRAINAGE PROFILES |
| C-301 | PROPOSED LANDSCAPING PLAN |
| C-501 | CIVIL DETAILS-1 |
| C-502 | CIVIL DETAILS-2 |
| C-503 | CIVIL DETAILS-3 |
| C-504 | CIVIL DETAILS-4 |
| **MECHANICAL SHEETS** | |
| 10M-101 | WELL PUMP PLAN AND SECTION |
| 20M-101 | GROUND STORAGE TANK EXTERIOR PLAN |
| 20M-102 | GROUND STORAGE TANK INTERIOR PLAN |
| 20M-301 | GROUND STORAGE TANK SECTION |
| 20M-501 | GROUND STORAGE TANK DETAILS |
| 20M-502 | GROUND STORAGE TANK DETAILS |
| 20M-503 | GROUND STORAGE TANK DETAILS |
| 30M-101 | CHEMICAL BUILDING PLAN |
| 30M-301 | CHEMICAL BUILDING SECTIONS |
| 40M-101 | HIGH SERVICE PUMP STATION AND FLOW METER PLAN |
| 40M-301 | HIGH SERVICE PUMP STATION AND FLOW METER SECTIONS |
| 40M-302 | HIGH SERVICE PUMP STATION AND FLOW METER SECTIONS |
| 50M-101 | METER ASSEMBLY PLAN AND SECTION |
| 50M-102 | MASTER METER ASSEMBLY PLAN AND SECTION |
| 60M-101 | GENERATOR AND FUEL TANK PLAN AND SECTION |
| MD-501 | MECHANICAL DETAILS |
| MD-502 | MECHANICAL DETAILS |
| **STRUCTURAL SHEETS** | |
| S-001 | GENERAL STRUCTURAL NOTES |
| S-101 | STRUCTURAL KEY PLAN |

| | |
|---|---|
| S-102 | CHEMICAL BUILDING FOUNDATION PLAN |
| S-103 | HIGH SERVICE PUMP STATION FOUNDATION PLAN |
| S-104 | OPERATIONS & ELECTRICAL BUILDING FOUNDATION PLAN |
| S-105 | GENERATOR AND FUEL TANK FOUNDATION PLAN |
| S-106 | WELL PUMP, MAG METER, MASTER METER, PRECHLORINATION, AND PRAW INTERCONNECT FOUNDATION PLAN |
| S-501 | SECTIONS AND DETAILS |
| S-502 | SECTIONS AND DETAILS |
| **ELECTRICAL SHEETS** | |
| E-001 | ELECTRICAL LEGEND AND ABBREVIATIONS |
| E-002 | ELECTRICAL SITE PLAN |
| 10-E-101 | WELL ELECTRICAL PLANS |
| 20-E-101 | GROUND STORAGE TANK ELECTRICAL PLAN |
| 30-E-101 | CHEMICAL BLDG. POWER PLAN |
| 30-E-102 | LIGHTING, GROUNDING AND LIGHTNING PROTECTION PLAN |
| 40-E-101 | HSP STATION ELECTRICAL PLAN |
| 50-E-101 | GENERATOR ELECTRICAL PLAN |
| 60-E-101 | OPERATIONS AND ELECTRICAL BLDG. POWER& LIGHTING PLANS |
| 60-E-102 | OPERATIONS AND ELECTRICAL BLDG. GROUNDING & LIGHTNING PROTECTION PLANS |
| E-501 | ELECTRICAL DETAILS |
| E-502 | ELECTRICAL DETAILS |
| E-503 | ELECTRICAL DETAILS |
| E-601 | SINGLE LINE DIAGRAM |
| E-602 | PANEL AND LIGHT FIXTURE SCHEDULES |
| E-603 | CONDUIT SCHEDULES |
| E-604 | WIRING DIAGRAMS |
| **INSTRUMENTATION SHEETS** | |
| I-001 | INSTRUMENTATION LEGEND |
| I-002 | NETWORK ARCHITECTURE |
| 10I-101 | WELL PUMP P&ID |
| 20I-101 | GROUND STORAGE TANK P&ID |
| 30I-101 | CHEMICAL P&ID |
| 40I-101 | HIGH SERVICE PUMP STATION P&ID |
| 50I-101 | GENERATOR AND ELECTRICAL ROOM P&ID |
| I-501 | DETAILS-1 |
| I-502 | DETAILS-2 |
| I-503 | DETAILS-3 |
| I-504 | DETAILS-4 |
| **HVAC** | |
| MP-101 | OPERATIONS BUILDING HVAC PLAN |
| MP-501 | OPERATIONS BUILDING HVAC DETAILS |
| **PLUMBING PLAN** | |

| | |
|---|---|
| P-101 | OPERATIONS BUILDING PLUMBING PLAN |
| P-501 | OPERATIONS BUILDING PLUMBING DETAILS-1 |
| P-502 | OPERATIONS BUILDING PLUMBING DETAILS-2 |

## 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 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 Consultant Services Authorization establishes a not-to-exceed cost of $898,223.15 for Services identified herein. Compensation for the services performed under this Consultant Services Authorization shall be on an hourly, not-to-exceed basis using the current hourly rate schedule as set forth in Master Consulting Agreement 2024-011. Other direct costs or expenses incurred in connection with this Consultant Services Authorization will not be invoiced as these expenses have been accounted for in the rate multiplier associated with this Consultant Services Authorization. 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 Consultant Services Authorization includes contingency funds in the amount of $25,000.00. The contingency funds authorized for use on this Consultant Services Authorization 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, 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:

- Project Manager and single point of contact
- Timely reviews of deliverables with consolidated comments
- County shall be responsible for level three and/or four approval, including conditional use (Polk County Growth Management)

## G. Services Not Included

The following services are not included in the Scope of Services for the Project:

- Resident Project Representative services (RPR)
- WUP Modification (to be accomplished under a separate assignment)
- Level Three or Four Approval, including Conditional Use (Polk County Growth Management)

## H. Assumptions

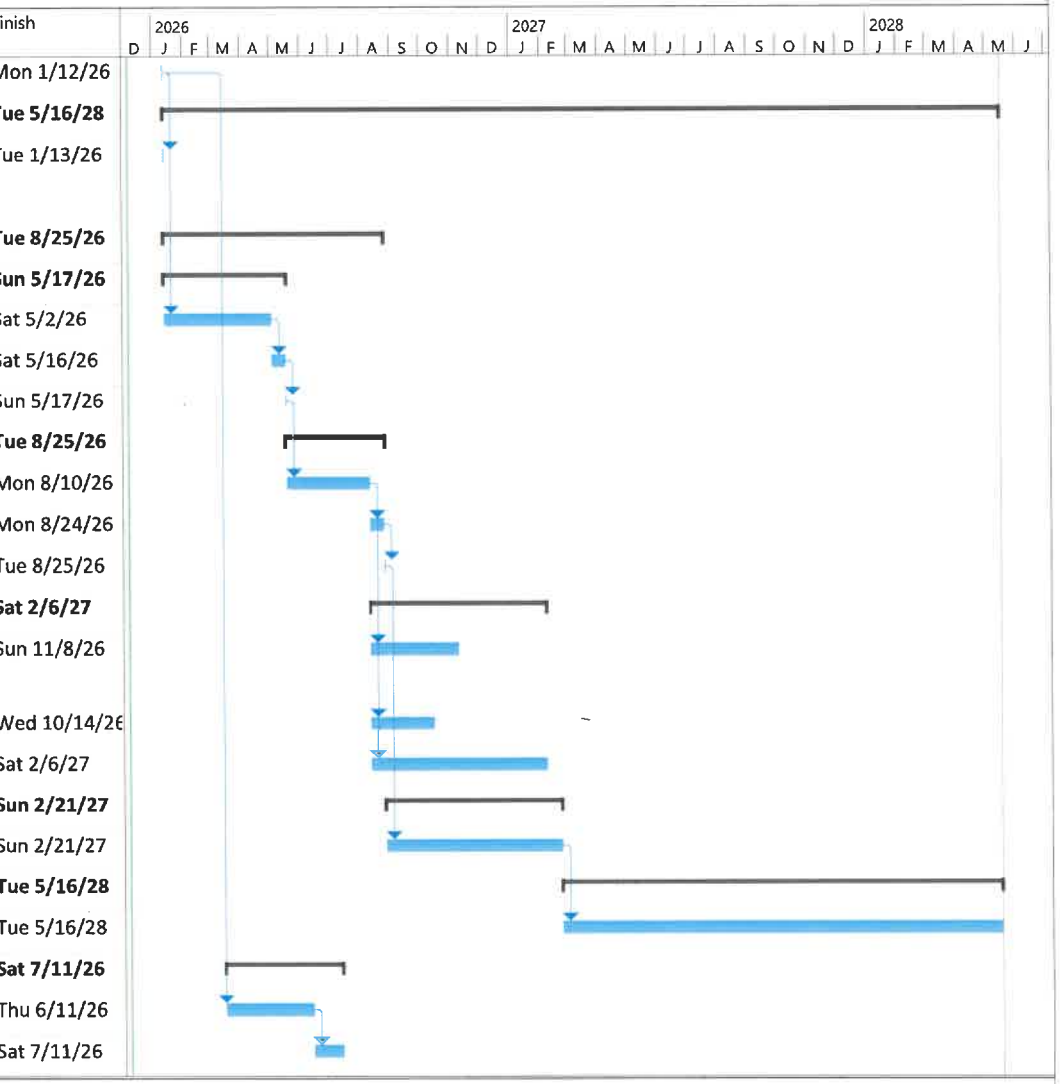
The Scope of Services and compensation arrangement outlined in this Consultant Services Authorization are based on the following assumptions:

- County will pay for development review and permitting fees.
- The Final Design scope assumes the water quality from the proposed onsite well will meet water quality regulatory standards with treatment by cascade tray aerator and disinfection only. Design will include allowances for addition of corrosion inhibitor at a future date.
- Consultant has not included any traffic or turn lane studies in this effort.
- The construction contractor will utilize the final conformed documents provided by the Consultant to obtain all necessary building permits.
- The decommissioning and demolition of the Edgehill Facility will be completed under a separate contract.
- On-site sewer will be discharged to septic tank and drain field as directed by County.

Attachment A-1

NERUSA PRWC AWS Receiving Facility
A-1 Schedule: 12/08/2025

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 1 | NTP | 1 day | Mon 1/12/26 | Mon 1/12/26 |
| 2 | **Phase 100 Project Management** | **855 days** | **Tue 1/13/26** | **Tue 5/16/28** |
| 3 | Kick off Meeting | 1 day | Tue 1/13/26 | Tue 1/13/26 |
| 4 | **Phase 200 Support Services (NOT USED)** | | | |
| 5 | **Phase 300 Final Design** | **225 days** | **Tue 1/13/26** | **Tue 8/25/26** |
| 6 | **Task 301 60% Design Documents** | **125 days** | **Tue 1/13/26** | **Sun 5/17/26** |
| 7 | 60% Design Documents | 110 days | Tue 1/13/26 | Sat 5/2/26 |
| 8 | County Review Period - 60% | 14 days | Sun 5/3/26 | Sat 5/16/26 |
| 9 | 60% Review Meeting | 1 day | Sun 5/17/26 | Sun 5/17/26 |
| 10 | **Task 302 90% Design Documents** | **100 days** | **Mon 5/18/26** | **Tue 8/25/26** |
| 11 | 90% Design Documents | 85 days | Mon 5/18/26 | Mon 8/10/26 |
| 12 | County Review Period - 90% | 14 days | Tue 8/11/26 | Mon 8/24/26 |
| 13 | 90% Review Meeting | 1 day | Tue 8/25/26 | Tue 8/25/26 |
| 14 | **Phase 400 Permitting Services** | **180 days** | **Tue 8/11/26** | **Sat 2/6/27** |
| 15 | Task 401 Specific Permit to Construct Public Water System Components | 90 days | Tue 8/11/26 | Sun 11/8/26 |
| 16 | Task 402 Environmental Resources Permit | 65 days | Tue 8/11/26 | Wed 10/14/26 |
| 17 | Task 403 Polk County Land Development | 180 days | Tue 8/11/26 | Sat 2/6/27 |
| 18 | **Phase 500 Bid Phase Services** | **180 days** | **Wed 8/26/26** | **Sun 2/21/27** |
| 19 | Bid Services | 180 days | Wed 8/26/26 | Sun 2/21/27 |
| 20 | **Phase 600 AWS Facility Construction Services** | **450 days** | **Mon 2/22/27** | **Tue 5/16/28** |
| 21 | AWS Facility Construction Services | 450 days | Mon 2/22/27 | Tue 5/16/28 |
| 22 | **Phase 700 Well Construction Services** | **120 days** | **Sat 3/14/26** | **Sat 7/11/26** |
| 23 | Well Construction Services | 90 days | Sat 3/14/26 | Thu 6/11/26 |
| 24 | Receive Water Quality Results | 30 days | Fri 6/12/26 | Sat 7/11/26 |




Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

Attachment A-2

Dewberry

Polk County Utilities (PCU)
NERUSA AWS Receiving Facility WPF

| | | Dewberry Staff | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Prof VIII | Prof VII | Prof VI | Prof V | Eng IV | Eng II | Eng I | Cadd Tech II | GIS IV | Admin II | Total Hours | Total | Struct. - BillerReinhart | Total Subs | Dewberry & Subs | Total Direct Costs | Grand Total |
| Phase/Task | Task Description | $ 307.40 | $ 284.00 | $ 246.50 | $ 217.50 | $ 181.25 | $ 145.00 | $ 114.55 | $ 101.50 | $ 130.50 | $ 87.00 | By Task | Dewberry | | | By Task | | |
| ***Phase 100*** | ***Project Management*** | 0 | 0 | 68 | 0 | 40 | 0 | 0 | 0 | 0 | 92 | 200 | $ 32,016.00 | $ 4,600.00 | $ 4,600.00 | $ 36,616.00 | $ - | $ 36,616.00 |
| Task 101 | Project Administration & Meetings | | | 68 | | 40 | | | | | 92 | | $ 32,016.00 | $ 4,600.00 | $ 4,600.00 | $ 36,616.00 | $ - | |
| ***Phase 200*** | ***Support Services (No services under this task)*** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $ - | $ - | $ - | $ - | $ - | $ - |
| ***Phase 300*** | ***Final Design Documents*** | 0 | 94 | 8 | 670 | 390 | 135 | 175 | 405 | 0 | 40 | 1917 | $ 329,289.25 | $ 25,263.00 | $ 25,263.00 | $ 354,552.25 | $ - | $ 354,552.25 |
| Task 301 | 60% Design Documents | | 58 | 8 | 350 | 240 | 85 | 115 | 250 | | 20 | | $ 190,682.25 | $ 16,842.00 | $ 16,842.00 | $ 207,524.25 | $ - | |
| Task 302 | 90% Design Documents | | 36 | | 320 | 150 | 50 | 60 | 155 | | 20 | | $ 138,607.00 | $ 8,421.00 | $ 8,421.00 | $ 147,028.00 | $ - | |
| ***Phase 400*** | ***Permitting Services*** | 0 | 36 | 0 | 37 | 76 | 70 | 82 | 0 | 0 | 0 | 301 | $ 51,589.60 | $ 2,810.00 | $ 2,810.00 | $ 54,399.60 | $ - | $ 54,399.60 |
| | Specific Permit to Construct Public Water System | | | | | | | | | | | | | | | | | |
| Task 401 | Components | | 8 | | 0 | 24 | 8 | 12 | | | | | $ 9,156.60 | $ - | $ - | $ 9,156.60 | $ - | |
| Task 402 | Environmental Resource Permit | | 12 | | 24 | 20 | 40 | 40 | | | | | $ 22,635.00 | $ - | $ - | $ 22,635.00 | $ - | |
| Task 403 | Polk County Land Development | | 16 | | 13 | 32 | 22 | 30 | | | | | $ 19,798.00 | $ 2,810.00 | $ 2,810.00 | $ 22,608.00 | $ - | |
| ***Phase 500*** | ***Bid Phase Services*** | 0 | 18 | 8 | 65 | 72 | 60 | 0 | 80 | 24 | 4 | 311 | $ 52,541.50 | $ 6,452.00 | $ 6,452.00 | $ 58,993.50 | $ - | $ 58,993.50 |
| Task 501 | Bid Documents | | 16 | | 36 | 24 | 36 | | 50 | | 4 | | $ 27,367.00 | $ 2,807.00 | $ 2,807.00 | $ 30,174.00 | $ - | |
| Task 502 | Pre-Bid Meeting | | | 4 | | | 8 | | | | | | $ 2,146.00 | $ - | $ - | $ 2,146.00 | | |
| Task 503 | Bid Addenda | | | 4 | 29 | 32 | 8 | | 10 | 24 | | | $ 18,400.50 | $ 3,645.00 | $ 3,645.00 | $ 22,045.50 | | |
| Task 504 | Bid Recommendation | | 2 | | | 16 | 8 | | | | | | $ 4,628.00 | $ - | $ - | $ 4,628.00 | | |
| ***Phase 600*** | ***Construction Phase Services*** | 0 | 118 | 30 | 223 | 341 | 250 | 0 | 106 | 24 | 40 | 1132 | $ 204,836.75 | $ 14,225.00 | $ 14,225.00 | $ 219,061.75 | $ - | $ 219,061.75 |
| Task 601 | Pre-Construction Meeting | | 5 | | | 10 | 10 | | 4 | 16 | 0 | | $ 7,176.50 | $ - | $ - | $ 7,176.50 | $ - | |
| Task 602 | Preliminary Matters and Documents | | 13 | | | 64 | 8 | | 20 | | 4 | | $ 18,830.00 | $ - | $ - | $ 18,830.00 | | |
| Task 603 | Shop Drawing Reviews | | 24 | 10 | 125 | 80 | 60 | | | | | | $ 59,668.50 | $ 5,520.00 | $ 5,520.00 | $ 65,188.50 | | |
| Task 604 | Construction Progress Meetings | | 24 | | 52 | 24 | 50 | | | | | | $ 29,726.00 | $ - | $ - | $ 29,726.00 | $ - | |
| Task 605 | Construction Site Visits | | 4 | | 46 | 32 | 55 | | | | | | $ 24,916.00 | $ - | $ - | $ 24,916.00 | $ - | |
| Task 606 | Applications for Payment | | 6 | | | 22 | | | | | 8 | | $ 6,387.50 | | $ - | $ 6,387.50 | | |
| Task 607 | Request for Information | | 10 | | | 24 | 20 | | 26 | | 8 | | $ 13,425.00 | $ 8,705.00 | $ 8,705.00 | $ 22,130.00 | | |
| Task 608 | Change Orders | | 20 | 16 | | 17 | 15 | | | | | | $ 14,880.25 | $ - | $ - | $ 14,880.25 | | |
| Task 609 | Substantial Completion | | 4 | 4 | | 32 | 24 | | 40 | 8 | 20 | | $ 18,246.00 | | $ - | $ 18,246.00 | | |
| Task 610 | Project Close-Out | | 8 | | | 35 | 8 | | 16 | | | | $ 11,581.00 | $ - | $ - | $ 11,581.00 | | |
| ***Phase 700*** | ***Well Construction Phase Services*** | 0 | 4 | 123 | 0 | 0 | 0 | 601 | 0 | 0 | 0 | 928 | $ 149,600.05 | $ - | $ - | $ 149,600.05 | $ - | $ 149,600.05 |
| Task 701 | Pre-Construction Meeting | | | 8 | | | | 8 | | | | | $ 2,888.40 | $ - | $ - | $ 2,888.40 | $ - | |
| Task 702 | Preliminary Matters and Documents | | | 2 | | | | 8 | | | | | $ 1,409.40 | $ - | $ - | $ 1,409.40 | | |
| Task 703 | Shop Drawing Reviews | | | 4 | | | | | | | | | $ 986.00 | | $ - | $ 986.00 | | |
| Task 704 | Construction Progress Meetings | | | 24 | | | | 24 | | | | | $ 8,665.20 | $ - | $ - | $ 8,665.20 | $ - | |
| Task 704 | Construction Site Visits | | | 175 | | | | 533 | | | | | $ 104,192.65 | $ - | $ - | $ 104,192.65 | $ - | |
| Task 705 | Applications for Payment | | | 8 | | | | | | | | | $ 1,972.00 | | $ - | $ 1,972.00 | | |
| Task 706 | Request for Information | | | 4 | | | | | | | | | $ 986.00 | | $ - | $ 986.00 | | |
| Task 707 | Change Orders | | | 4 | | | | | | | | | $ 986.00 | $ - | $ - | $ 986.00 | | |
| Task 708 | Substantial Completion | | | 2 | | | | 4 | | | | | $ 951.20 | | $ - | $ 951.20 | | |
| Task 709 | Project Close-Out | | 4 | 92 | | | | 24 | | | | | $ 26,563.20 | $ - | $ - | $ 26,563.20 | | |
| | **Totals** | 0 | 270 | 437 | 995 | 919 | 515 | 858 | 571 | 48 | 176 | 4,789 | 819,873 | $ 53,350.00 | $ 53,350.00 | $ 873,223.15 | | $ 873,223.15 |
| | **Subtotal** | | | | | | | | | | | | | | | | **Subtotal** | $ 873,223.15 |
| | **Contingency** | | | | | | | | | | | | | | | | **Contingency** | $ 25,000.00 |
| | **Permitting Allowance** | | | | | | | | | | | | | | | | | $ - |
| | **Grand Total** | | | | | | | | | | | | | | | | **Grand Total** | $ 898,223.15 |

# EXHIBIT "B"

## Dewberry Engineers Inc.

Labor and Overhead

**Polk County, FL**

| | | |
|---|---|---|
| Direct Labor | | 1.0000 |
| Fringe Benefits | | 0.5051 |
| Overhead/General/Administrative | | 1.0201 |
| Direct Cost Adjustment | | 0.0500 |
| Subtotal | | 2.5752 |
| Profit | 15% | 0.3863 |
| Total | | 2.9615 |

# EXHIBIT B
## Dewberry Rates

| Labor Category | Low | High |
|---|---|---|
| Admin I | $64.94 | $78.48 |
| Admin II | $102.88 | $124.34 |
| CADD Tech I | $80.30 | $97.04 |
| CADD Tech II | $102.34 | $123.68 |
| Cadd Tech Mgr | $127.98 | $154.67 |
| Eng I | $109.01 | $131.74 |
| Eng II | $126.57 | $152.98 |
| Eng III | $141.31 | $170.78 |
| Eng IV | $153.60 | $185.64 |
| Eng V | $194.72 | $235.33 |
| Eng VI | $220.31 | $266.27 |
| Eng VII | $253.93 | $306.90 |
| Eng VIII | $272.81 | $329.71 |
| Eng IX | $326.17 | $394.20 |
| GIS II | $98.08 | $118.54 |
| GIS III | $103.26 | $124.80 |
| GIS IV | $110.21 | $133.20 |
| GIS V | $140.70 | $170.04 |
| GIS VI | $187.85 | $227.03 |
| GIS VII | $267.93 | $323.81 |
| Prof I | $91.88 | $111.05 |
| Prof II | $116.21 | $140.46 |
| Prof III | $146.35 | $176.87 |
| Prof IV | $166.35 | $201.05 |
| Prof V | $190.72 | $230.50 |
| Prof VI | $223.33 | $269.92 |
| Prof VII | $239.99 | $290.05 |
| Prof VIII | $269.04 | $325.15 |
| Principal | $340.49 | $411.49 |

**Business Confidential: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed --in whole or in part --for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of --or in connection with --the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction.**

# *BACKUP DOCUMENTS*

**POLK COUNTY**

COPY

**February 17 2026 Board of County Commissioners Regular Meeting**
Agenda Item #

## SUBJECT

Approve Consultant Services Authorization 2024-011-10 with Dewberry Engineers, Inc. for the Northeast Regional Utility Service Area (NERUSA) Alternative Water Supply (AWS) Receiving Facility Project ($898,223.15 not to exceed one-time expense)

## DESCRIPTION

The Polk Regional Water Cooperative (PRWC) is developing sustainable and drought resistant AWS projects for participating member communities. The County's Northeast Regional Utility Service Area (NERUSA) will receive AWS finished water from the PRWC's Southeast Wellfield Project as a base load through a regional transmission system. The proposed NERUSA AWS Receiving Facility will receive the finished water and incorporate it into the NERUSA water distribution system. The Project includes a meter/control valve station, ground storage reservoir, chemical feed facilities, a high service pump station, electrical/SCADA systems, and related site improvements. Additionally, a new public supply well is included to replace the existing public supply wells at the Edgehill Water Production Facility. The site will be accessed from Holly Hill Road via an existing 30-foot right-of-way.

The County has requested that the Consultant provide project management, final design, permitting, bid phase and construction phase services for the AWS Receiving Facility.

## RECOMMENDATION

Request Board approve Consultant Services Authorization 2024-011-10 with Dewberry Engineers, Inc. for the Northeast Regional Utility Service Area (NERUSA) Alternative Water Supply (AWS) Receiving Facility Project at a total cost not to exceed $898,223.15.

## FISCAL IMPACT

Funding is available in the Utilities Division's Community Investment Projects Program Budget.

## CONTACT INFORMATION

Hunter Johnson
Utilities Division
CIP Projects Manager
(863) 344-9959

COPY

**Project Checklist**

- Project Name: CSA 2024-011-10 with Dewberry Engineers, Inc. for the Northeast Regional Utility Service Area – AWS Receiving Facility Project
- Project Location: Northeast Regional Utility Area
- Source of Funds: Funding is available in 42011.680536150.5666000.6852005 (NERUSA AWS Receiving Facility)
- Project Cost Summary: $898,223.15
- Certifications: This request has been reviewed by:

Hunter Johnson, PE
Utilities CIP Projects Manager

James Tully, PE, PG
Utilities CIP Program Manager

Charles Richards
Utilities Customer Service and Finance Manager

Tamara Richardson, PE
Utilities Division Director

# REQUEST FOR LEGAL SERVICES

COPY

**To:** **County Attorney's Office- Attention : Tom Norsworthy**

**From:** Tamara Richardson, P.E. Utilities Director

**Division:** Utilities

**Prepared by: Emily** Perez **Phone Number: 863-298-4142**

**Date:** January 8th, 2026

**Subject:** Approve Consultant Services Authorization 2024-011-10 with Dewberry Engineers, Inc. for the Northeast Regional Utility Service Area (NERUSA) Alternative Water Supply (AWS) Receiving Facility Project ($898,223.15 not to exceed one-time expense)

**BACKGROUND:**

The Polk Regional Water Cooperative (PRWC) is developing sustainable and drought resistant AWS projects for participating member communities. The County's Northeast Regional Utility Service Area (NERUSA) will receive AWS finished water from the PRWC's Southeast Wellfield Project as a base load through a regional transmission system. The proposed NERUSA AWS Receiving Facility will receive the finished water and incorporate it into the NERUSA water distribution system. The Project includes a meter/control valve station, ground storage reservoir, chemical feed facilities, a high service pump station, electrical/SCADA systems, and related site improvements. Additionally, a new public supply well is included to replace the existing public supply wells at the Edgehill Water Production Facility. The site will be accessed from Holly Hill Road via an existing 30-foot right-of-way.

The County has requested that the Consultant provide project management, final design, permitting, bid phase and construction phase services for the AWS Receiving Facility.

**REQUESTED ACTION:**

Request Board approve Consultant Services Authorization 2024-011-10 with Dewberry Engineers, Inc. for the Northeast Regional Utility Service Area (NERUSA) Alternative Water Supply (AWS) Receiving Facility Project at a total cost not to exceed $898,223.15.

**Need response no later than** **Thursday** **1** **22** **2026**

**(day o month)** **(month)** **(day)** **(Year)**

APPROVED BY

_____

Tom Norsworthy

---

For County Attorney office use only:

Glenn Norsworthy 1/14/2026

_____

Date_____

Signature

Assign to : Tom

Date 1/15/26

County Attorney Project No: 26-31 Logged out: 1/20/26

COPY

**Utilities Division -Signature Request/Routing Request**

**PLEASE REVIEW AND APPROVE THE ENCLOSED DOCUMENTS AND FORWARD AS NOTED BELOW**

**Board Agenda Track**

**This item is slated for the (Month) 2 (Day) [illegible] Year) 2026 Bocc Meeting**

**PROJECT TITLE:** Approve Consultant Services Authorization 2024-011-10 with Dewberry Engineers, Inc. for the Northeast Regional Utility Service Area (NERUSA) Alternative Water Supply (AWS) Receiving Facility Project ($898,223.15 not to exceed one-time expense)

PROJECT MANAGER: Hunter Johnson

Number of original documents enclosed: 2

**MUST BE RETURNED BY : 1/22/2026**

- ___V__ **PROCUREMENT /** Brad Howard: All originals with support are attached for your review and approval. **BRAD: Please forward this package to the County Attorney offices Attention Lisa Conran after signature.**
- TN **COUNTY ATTORNEY/**Thomas Norsworthy: All originals with support are attached for your review and approval. **LISA: Please forward this package to the Deputy County Manager offices, Atten: Mercades Johnson, after signature.**
- ____ **DEPUTY CO. MGR. /** John Bhode: All originals with support are attached for your review and approval. **MERCADES: Please return this entire package back to Charles Richards in the Utilities Division after signature.**

**Please email me a quick message to let me know when this package has left your offices to the next party – THANKS!**

**ATTEN: Emily Perez, Mail Drawer UT01 (Phone: 863-298-4142)**

COPY

# CONSULTANT APPROVAL FORM

**CPO**: If Consultant fee is under $50,000 & construction is under $250,000
**CSA**: If Construction is under $7,500,000;
OR for study activity if consultant fee is under $500,000- (FS 287.055 CCNA)

**CPO/CSA #:** 2024-011-10 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 12/30/2025 Division: Utilities

Project Manager's Name: Hunter Johnson Phone #: (863) 344-9959

Project Name: NERUSA Alternative Water Supply (AWS) Receiving Facility

Total Project Budget: $9,103,978.84 Project: 6852005

Estimate of Construction Cost: $7,250,000.00

Proposed Consultant: Dewberry Engineers, Inc. Fee: $898,223.15

Master Consultant Agreement #2024-011

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

Approved By: Tamara Richardson Date 1-8-24
Division Director/Designee

**Procurement Division**

Date Received: 1/14/26 Date Reviewed by Analyst:

Approved by: Michele Sims
(Procurement Director/Designee)

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

Date Received: Date Reviewed: 1/14/26

Approved by:
(County Attorney Office Signature)

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

Date Received: 1/21/2026 Date Reviewed: 1/21/2026

Approved by:
(County Manager Office Signature)

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

Revised: 6/28/24(KB)

Exhibit D

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/24/2025

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

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

**PRODUCER**
MARSH USA, LLC.
1050 CONNECTICUT AVENUE, SUITE 700
WASHINGTON, DC 20036-5386

CN102736896-7/1-1.1a-25-26 GAWU

**INSURED**
DEWBERRY ENGINEERS INC.
1479 TOWN CENTER DRIVE, SUITE D214
LAKELAND, FL 33803-7974

**CONTACT NAME:** Ashley Oliver
**PHONE (A/C, No, Ext):** 410 347 3631 **FAX (A/C, No):**
**E-MAIL ADDRESS:** Ashley.Oliver@marsh.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : The Charter Oak Fire Insurance Company | 25615 |
| INSURER B : The Travelers Indemnity Company Of America | 25658 |
| INSURER C : Travelers Property Casualty Co. Of America | 25674 |
| INSURER D : Beazley Insurance Company, Inc. | 37540 |
| INSURER E : N/A | N/A |
| INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** CLE-007440979-01 **REVISION NUMBER:** 1

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X CONTRACTUAL INS. COV.<br>(INSURED CONTRACTS)<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | Y | Y | P-630-7792B312-COF-25 | 07/01/2025 | 07/01/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 5,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 5,000,000<br>$ 5,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | Y | Y | 810-1N788974-25-43-G | 07/01/2025 | 07/01/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>COMP / COLL DED: | $ 2,000,000<br>$<br>$<br>$<br>$ 1,000 |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | Y | Y | CUP-4J583077-25-43 | 07/01/2025 | 07/01/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | UB-6P972264-25-43-G | 07/01/2025 | 07/01/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | PROFESSIONAL LIABILITY | | | V11B5E251601<br>RETRO. DATE: FULL PRIOR ACTS | 07/01/2025 | 07/01/2026 | PER CLAIM/AGGREGATE | 5,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
RE: NORTHEAST REGIONAL UTILITY SERVICE AREA ALTERNATIVE WATER SUPPLY RECEIVING FACILITY; CLIENT CONTRACT #2024-011-10.

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IS/ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO THE GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA POLICIES. THE GENERAL AND AUTO LIABILITY INSURANCE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT. CONTINUED ON ACORD 101

**CERTIFICATE HOLDER**

POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
330 WEST CHURCH STREET MC#AS05
BARTOW, FL 33830

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**
of Marsh USA LLC

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AGENCY CUSTOMER ID: CN102736896
LOC #: Washington

# ADDITIONAL REMARKS SCHEDULE



| | |
|---|---|
| AGENCY<br>MARSH USA, LLC. | NAMED INSURED<br>DEWBERRY ENGINEERS INC.<br>1479 TOWN CENTER DRIVE, SUITE D214<br>LAKELAND, FL 33803-7974 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CONTINUED FROM DESCRIPTION OF OPERATIONS:

AS RESPECTS THE GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIABILITY, AND WORKERS' COMPENSATION COVERAGES EVIDENCED ABOVE, NOTICE OF CANCELLATION WILL BE PROVIDED BY THE INSURER(S) TO THE CERTIFICATE HOLDER PER THE ATTACHED AS REQUIRED BY WRITTEN CONTRACT. AS RESPECTS THE PROFESSIONAL LIABILITY COVERAGE EVIDENCED ABOVE, IF THIS POLICY IS CANCELLED BY THE INSURER, OTHER THAN FOR NON-PAYMENT OF PREMIUM, THE INSURER WILL PROVIDE 30 DAYS WRITTEN NOTICE TO CERTIFICATE HOLDER.


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POLICY NUMBER: 810-1N788974-25-43-G

COMMERCIAL AUTO
ISSUE DATE: 06-06-25

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# VIRGINIA BLANKET CANCELLATION AND NONRENEWAL NOTICE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

In the event of cancellation or nonrenewal or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or nonrenewal or material change to:

**SCHEDULE**

Any person or organization to whom you have agreed to under any contract or agreement that notice of cancellation or material limitation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation or nonrenewal or material change of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

3. **Number of days advance notice:**

| | | |
|---|---|---|
| **Cancellation for nonpayment of premium:** | | Days |
| **Cancellation other than nonpayment of premium:** | 30 | Days |
| **Nonrenewal:** | | Days |
| **Material change:** | | Days |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.


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POLICY NUMBER: P-630-7792B312-COF-25 ISSUE DATE: 06-06-25

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

**CANCELLATION:** **Number of Days Notice:** 30

**PERSON OR ORGANIZATION:**
ANY PERSON OR ORGANIZATION
(CONTINUED ON IL T8 06)

**ADDRESS:**
SEE IL T8 06

FAIRFAX
VA
22031

**PROVISIONS**

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.


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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 05 05 19

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR
ORGANIZATION, AFTER THE FIRST NAMED INSURED SHOWN IN THE DECLARATIONS RECEIVES NOTICE FROM US OF THE
CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS
SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

POLICY NUMBER: CUP-4J583077-25-43 ISSUE DATE: 06/06/2025

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

**CANCELLATION:** **Number of Days Notice:** 30

**PERSON OR ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

**ADDRESS:**

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

**PROVISIONS**

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.


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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 06 R4 (00) - 001**

POLICY NUMBER: UB-6P972264-25-43-G

# NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX – CONDITIONS** :

**Notice Of Cancellation Or Nonrenewal To Designated Persons Or Organizations**

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation or nonrenewal.

**SCHEDULE**

| **Name and Address of Designated Persons or Organizations:** | **Number of Days Notice:** |
|---|---|
| **ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN** CONTRACT THAT NOTICE OF CANCELLATION OR NON RENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:<br><br>1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NON RENEWAL OF THIS POLICY; AND<br>2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.<br><br>ADDRESS:<br>THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US. | 30 |

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 06-06-25 ST ASSIGN: Page 1 of1

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**NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.**

**Effective date of this Endorsement: 01-Jul-2025**
**This Endorsement is attached to and forms a part of Policy Number: V11B5E251601**
**Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"**

## DEWBERRY NOTICE OF CANCELLATION TO CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

**ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that in addition to the provisions of the Cancellation section of the Conditions, if this policy is cancelled by us, other than for non-payment of premium, we will provide 30 days written notice to the following party(ies):

As per list to be provided by the Named Insured or its Broker of Record.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

POLICY NUMBER: P-630-7792B312-COF-25

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 06-06-25

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT TO WAIVE YOUR RIGHT OF RECOVERY BUT ONLY FOR PAYMENTS WE MAKE BECAUSE OF "BODILY INJURY" OR "PROPERTY DAMAGE" THAT OCCURS; OR "PERSONAL INJURY" OR "ADVERTISING INJURY" CAUSED BY AN OFFENSE COMMITTED; AFTER YOU HAVE EXECUTED THAT CONTRACT AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.


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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB-6P972264-25-43-G

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

DATE OF ISSUE: 06-19-25 ST ASSIGN:

## Perez, Emily

**From:** St. Jean, Mitch
**Sent:** Thursday, January 8, 2026 2:06 PM
**To:** Perez, Emily
**Subject:** Re: CSA 2024-011-10 - NERUSA AWS - Dewberry adequate insurance information

Hey Emily,

Yes, the certificate of insurance provided is in accordance with our requirements.

Thanks,

Mitch St. Jean, CWCL
Safety & Claims Administrator
Polk County Board of County Commissioners
Risk Management Division
P. O. Box 9005, Drawer AS06
Bartow, FL 33831
Ph: 863-534-5268
Fax: 863-519-4726
mitchstjean@polkfl.gov

---

**From:** Perez, Emily <EmilyPerez@polkfl.gov>
**Sent:** Thursday, January 8, 2026 12:06 PM
**To:** St. Jean, Mitch <mitchstjean@polkfl.gov>
**Subject:** CSA 2024-011-10 - NERUSA AWS - Dewberry adequate insurance information

Dear Mitch, please see attached certificate of insurance for the attached agreement. Please review the certificate of insurance and advise if it meets county requirements Thank you.

Emily Perez
Administrative Specialist
Polk County Utilities
1011 Jim Keene Blvd.
Winter Haven, FL 33880
(863) 298-4142

Polk County

Board of County Commissioners

Agenda Item R.22. 2/17/2026

**SUBJECT**

Approval of Amendment No. 3 to Agreement between the Polk Regional Water Cooperative (PRWC) and Polk County for the PRWC Heartland Protection and Sustainability Project, Polk County Alternative Water Supply Receiving Facilities (Project 6), for which the Florida Department of Environmental Protection (FDEP) awarded state funds via grant Agreement Number LPA0212 ($416,098 reimbursable expenses).

**DESCRIPTION**

In 2017, the Florida Legislature passed HB 573, the Heartland Headwaters Protection and Sustainability Act, which acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The FDEP awards these state funds to the PRWC pursuant to grant Agreement Number LPA0212 (Grant Agreement). The funds are either awarded directly to the PRWC to fund the regional project or as a pass-through to the participating members for projects identified in the grant documents. The Polk County Alternative Water Supply Receiving Facility Project for the Northeast Regional Utility Service Area is included in the grant documents and is eligible to receive pass-through state funds.

On September 21, 2022, Polk County and the PRWC entered into an agreement to allow Polk County to receive funds from the Heartland Headwater Protection and Sustainability Act.

On September 3, 2024, the Board of County Commissioners approved Amendment 1 to incorporate the changes to the Grant Agreement between FDEP and the PRWC.

On March 19, 2025, the Board of County Commissioners approved Amendment 2 to incorporate the changes to the Grant Agreement between FDEP and the PRWC.

Amendment 3 to the Agreement between the PRWC and Polk County incorporates and implements the changes to the Grant Agreement between FDEP and the PRWC, which includes pass-through funding in the amount of $416,098 for the Polk County Alternative Water Supply Receiving Facility Project for the Northeast Regional Utility Service Area. Subject to requirements set forth in the Grant Agreement, Polk County will request reimbursement for all eligible expenses from the PRWC.

**RECOMMENDATION**

Request Board approve the Third Amendment to the Agreement between the PRWC and Polk County for the PRWC Heartland Protection and Sustainability Project, Polk County Alternative Water Supply Receiving Facilities (Project 6), for which the Florida Department of Environmental Protection (FDEP) awarded state funds via grant Agreement Number LPA0212 in the amount of $416,098 reimbursable expenses.

## FISCAL IMPACT

Funding in the amount of $416,098 is available in the Utilities Community Investment Program in the Northeast Regional Utility Service Area PRWC AWS Receiving Facility project budget.

## CONTACT INFORMATION

James Tully, PE, PG
Capital Improvement Program Manager
863-344-1848
jamestully@polk-county.net <mailto:jamestully@polk-county.net>

SECOND AMENDMENT TO AGREEMENT BETW
POLK REGIONAL WATER COOPERATIVE
AND
POLK COUNTY
POLK REGIONAL WATER COOPERATIVE
HEARTLAND PROTECTION AND SUSTAINABILITY PROJECT

Original

This SECOND AMENDMENT TO AGREEMENT (Second Amendment) effective upon execution by both parties, by and between the POLK REGIONAL WATER COOPERATIVE, a public entity established by Interlocal Agreement, having an address of 330 West Church Street, Bartow, Florida 33831, hereinafter referred to as the "PRWC", and Polk County, a political subdivision of the State of Florida, having an address of Attn.: Utilities Division Director, 1101 Jim Keene Boulevard, Winter Haven, Florida 33880, hereinafter referred to as the "Member." The PRWC and the Member are also referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

**WHEREAS**, in 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida) (the Act), which statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state's interest;

**WHEREAS**, for the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so that they may be considered for state funding. These funds are awarded to PRWC by the Florida Department of Environmental Protection (FDEP);

**WHEREAS**, on July 28, 2022, FDEP and PRWC entered into grant agreement number LPA0212 (Grant Agreement), a copy of which attached hereto as **Exhibit A,** for PRWC to receive funding as Grantee for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project;

**WHEREAS,** the Grant Agreement identified the Polk County Alternative Water Supply Receiving Facility Project (Project 6) as a component of the Polk Regional

Water Cooperative Heartland Headwaters Protection and Sustainability Project (Project(s));

**WHEREAS**, the Member is a member government of PRWC, and the Grant Agreement provides that PRWC and Member shall work in conjunction with PRWC in implementing the Projects; and

**WHEREAS**, on September 21, 2022, Member and PRWC entered into an agreement tilted Agreement Between Polk Regional Water Cooperative and Polk County Polk Regional Water Cooperative Heartland Protection and Sustainability Project (Member Agreement), a copy of which attached hereto as **Exhibit B**, to provide for utilization of funds allocated in the Grant Agreement for the Projects by the Member, and for the Member to be bound by the requirements of the Grant Agreement as those requirements pertain to Member's activities with regard to the Projects; and

**WHEREAS**, on March 24, 2023, FDEP and PRWC entered into Amendment No. 1 to the Grant Agreement (Amendment No. 1), a copy of which is attached hereto as **Exhibit C-1**, which made revisions to Grant Agreement, including modifying the budget and scope of work for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project as a result of additional funds being appropriated by the Florida Legislature under the 2022-2023 General Appropriations Act; and

**WHEREAS**, on September 29, 2023, FDEP and PRWC entered into Amendment No. 2 to the Grant Agreement (Amendment No. 2), a copy of which is attached hereto as **Exhibit C-2**, which made further revisions to the Grant Agreement, including modifying the budget and scope of work for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project as a result of additional funds being appropriated by the Florida Legislature under the 2023-2024 General Appropriations Act; and

**WHEREAS,** on September 3, 2024, Member and PRWC entered into an Amendment to the Agreement Between Polk Regional Water Cooperative and Polk County Polk Regional Water Cooperative Heartland Protection and Sustainability Project (First Amended Member Agreement), amending the Member Agreement to incorporate Amendment No. 1 and Amendment No. 2 to the Grant Agreement; and

**WHEREAS,** on November 21, 2024, FDEP and PRWC entered into Amendment No. 3 to the Grant Agreement (Amendment No. 3), a copy of which is attached hereto as **Exhibit C-3**, which made further revisions to Grant Agreement, including modifications to the date of expiration, scope of work, and budget; and

**WHEREAS**, Section 4 of the Member Agreement provides that in the event the Grant Agreement is amended, the Parties shall coordinate in good faith to amend the

Member Agreement to be consistent with the Grant Agreement; and

**WHEREAS**, Member and PRWC desire to amend the First Amended Member Agreement be consistent with and to account for the modifications reflected in Amendment No. 3 to the Grant Agreement;

**NOW THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein, the Parties hereby mutually agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and form a material part of this Agreement.

2. **PURPOSE**. This Second Amendment modifies the Member Agreement, as amended by the First Amended Member Agreement, to incorporate and implement the changes reflected in Amendment No. 3 to the Grant Agreement, but otherwise does not alter the existing terms of the Member Agreement.

3. **AMENDMENT TO THE MEMBER AGREEMENT**. The Parties agree that the Member Agreement, as amended by the First Amended Member Agreement, is further amended such that the term "Grant Agreement" utilized in the Member Agreement shall be defined as the original Grant Agreement, as amended by Amendment No. 1, Amendment No. 2., and Amendment No. 3, and incorporate **Exhibit C-1, Exhibit C-2, and Exhibit C-3** as exhibits to the Member Agreement. The terms of Member Agreement shall otherwise remain unchanged and in full effect.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;**

**THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE**

**WITH THE PARTIES SIGNATURES.**

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and entered into by the Parties.

POLK COUNTY, FLORIDA

By: _____
T.R Wilson, Chair

Date: 2/18/25

ATTEST: Stacy M. Butterfield, Clerk

By: Alison Brown
Deputy Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
County Attorney's Office

POLK REGIONAL WATER COOPERATIVE

By: _____
Chairman

Date: 3/19/2025

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM AND CORRECTNESS:

_____
Edward P. de la Parte, Legal Counsel

# Exhibit A

# STATE OF FLORIDA
# DEPARTMENT OF ENVIRONMENTAL PROTECTION
## Standard Grant Agreement

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

1. Project Title (Project): **Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability**
   Agreement Number: **LPA0212**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)
   Grantee Name: **Polk Regional Water Cooperative**
   Entity Type: **Local Government**
   Grantee Address: **300 W. Church Street, Bartow, FL 33831-9005**
   FEID: **81-3584103** (Grantee)

3. Agreement Begin Date: **Upon Execution**
   Date of Expiration: **December 31, 2023**

4. Project Number: *(If different from Agreement Number)*
   Project Location(s): **Lat/Long (28.0439, -81.957)**
   Project Description: **The Grantee (PRWC) will complete several projects that are a part of the Heartland Headwaters Protection and Sustainability Act, and that are needed to protect and restore the region's water sources.**

5. Total Amount of Funding: **$7,000,000.00**

| Funding Source? | Award #s or Line Item Appropriations: | Amount per Source(s): |
|---|---|---|
| ☑ State ☐ Federal | **LP, GAA Line Item 1607A, FY21-22, GR** | **$7,000,000.00** |
| ☑ State ☐ Federal | **LP, GAA Line Item 1657A, FY19-20, GR** | **$122,052.00** |
| ☐ Grantee Match | | |
| | Total Amount of Funding + Grantee Match, if any: | **$7,122,052.00** |

6. Department's Grant Manager
   Name: **Gabby Vega-Molnar** or successor
   Address: **3900 Commonwealth Blvd. MS 3602 Tallahassee, FL 32399**
   Phone: **850-245-2914**
   Email: **gabriela.vegamolnar@floridadep.gov**

   Grantee's Grant Manager
   Name: **Charles Richards** or successor
   Address: **PO Box 9005 Drawer CA01 Bartow, FL 33831**
   Phone: **863-298-4135**
   Email: **charlesrichards@polk-county.net**

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

- ☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☑ Attachment 2: Special Terms and Conditions
- ☑ Attachment 3: Grant Work Plan
- ☑ Attachment 4: Public Records Requirements
- ☑ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☑ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☑ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements for Grants
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☑ Additional Exhibits (if necessary): **Exhibit F: Memorandum of Grant**

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

| | |
|---|---|
| Federal Award Identification Number(s) (FAIN): | |
| Federal Award Date to Department: | |
| Total Federal Funds Obligated by this Agreement: | |
| Federal Awarding Agency: | |
| Award R&D? | ☐ Yes ☐N/A |

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.**

**Polk Regional Water Cooperative** **GRANTEE**

Grantee Name

By _____ 7/13/2022

*(Authorized Signature)* Date Signed

**Eric DeHaven, Executive Director**

Print Name and Title of Person Signing

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

By _____ 7-28-22

Secretary or Designee Date Signed

**Angela Knecht, Director of Water Restoration Assistance**

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

Gabby Vega-Molnar, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

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

**ATTACHMENT 1**

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

**2. Grant Administration.**

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

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

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

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

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

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

**4. Deliverables.**

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

**5. Performance Measures.**

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

**6. Acceptance of Deliverables.**

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

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

**7. Financial Consequences for Nonperformance.**

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

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

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

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

**8. Payment.**

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

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

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

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

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

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

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

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

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

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

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

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

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

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

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

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

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

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

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

**10. Status Reports.**

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

**11. Retainage.**

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

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

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

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

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

**12. Insurance.**

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

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

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

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

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

**13. Termination.**

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

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

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

**15. Events of Default.**

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

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

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

**17. Force Majeure.**

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

**18. Indemnification.**

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

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

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

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

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

**20. Remedies.**

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

**21. Waiver.**

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

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

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

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

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

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

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

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

**23. Compliance with Federal, State and Local Laws.**

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**25. Lobbying and Integrity.**

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

**26. Record Keeping.**

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

**27. Audits.**

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

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

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**28. Conflict of Interest.**

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

**29. Independent Contractor.**

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

**30. Subcontracting.**

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

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

**31. Guarantee of Parent Company.**

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

**32. Survival.**

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

**33. Third Parties.**

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

**34. Severability.**

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

**35. Grantee's Employees, Subcontractors and Agents.**

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

**36. Assignment.**

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

**37. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**38. Execution in Counterparts and Authority to Sign.**

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

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Terms and Conditions**
**AGREEMENT NO. LPA0212**

**ATTACHMENT 2**

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

**1. Scope of Work.**
The Project funded under this Agreement is Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability (Project). The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2019 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

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

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

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

**5. Equipment Purchase.**
No Equipment Purchases shall be funded under this Agreement.

**6. Land Acquisition.**
The Grantee is authorized to purchase the land described in Attachment 3, Grant Work Plan. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein. The following language shall be included on the deed to the property purchased under this Agreement:
"By acceptance of this deed, Grantee hereby agrees that the use of the property described herein (the "Property") shall be subject to the terms and conditions of the Grant Award Agreement (DEP Agreement No. LPA0212), summarized in the Memorandum of Grant, which is attached hereto as Exhibit F and by reference made a part hereof (hereinafter referred to as the "Restrictive Covenants"). These Restrictive Covenants shall run with the title to the Property in perpetuity and be binding upon Grantee and all successive owners (and all parties claiming by,

through and under the owners) of the Property. The Florida Department of Environmental Protection ("DEP") shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Polk County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of Polk County, Florida. Grantee further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer."
"Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. LPA0212, the total funding amount paid by the State of Florida, the date of acquisition, and the Department's Grant Manager's name."
If for any reason the above-referenced federal and state deed language is not incorporated into the deed by which the Grantee acquired the Property, the Grantee shall execute and record a separate Declaration of Restrictive Covenant that incorporates the Memorandum of Grant as an Exhibit, and that shall run with the title to the Property. The Grantee shall provide a copy of the recorded Declaration of Restrictive Covenant to the Department as evidence of compliance with this provision. Any applicable recording fees are the sole responsibility of the Grantee.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

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

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

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

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

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. if applicable.

d. Other Insurance.
None.

**9. Quality Assurance Requirements.**
There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**
No retainage is required under this Agreement.

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

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

**13. Office of Policy and Budget Reporting.**
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

**14. Additional Terms.**
None.

**ATTACHMENT 3**
**GRANT WORK PLAN**

**PROJECT TITLE:** Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability

**PROJECT LOCATION:** The Project will be located within the service areas of the Polk Regional Water Cooperative (PRWC) (Grantee). The PRWC is made up of Polk County and 15 municipalities. The County seat is located in Bartow, Florida; with an approximate Lat/Long of 27.8940, -81.8512.

**PROJECT BACKGROUND:** In 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida). The Act statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state's interest.

For the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so that they may be considered for state funding. These funds were awarded to PRWC (Grantee); the following entities will work in conjunction with the Grantee on this project: Polk City, City of Eagle Lake, City of Winter Haven, City of Frostproof, Polk County.

**Project No. 1 PRWC West Polk Wellfield Lower Floridan Aquifer Project**

**PROJECT BACKGROUND:** In order to meet growing water demands, the PRWC determined that multiple projects would be required to meet future demands. The West Polk project, which would utilize the deep, lower Floridan, brackish aquifer as a source, would serve as one project which could help meet demands in western Polk County. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

**PROJECT DESCRIPTION:** The Grantee will complete a well testing program and designs for a reverse osmosis treatment facility and associated piping to serve numerous communities in western Polk County. This Project includes acquisition of land for the testing and the construction of the raw water wellfield.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

**Project No. 2 Eagle Lake Wastewater Pump Station Replacement Project**

**PROJECT BACKGROUND:** Lake McLeod and Eagle Lake exist within the Peace Creek Watershed, in which there is a TMDL for fecal coliform. The City of Eagle Lake plans to replace two wastewater pumping stations to prevent failures which have the potential to overflow sewage into the lakes.

**PROJECT DESCRIPTION:** The Grantee will complete the construction plan revision, bid document revisions, bidding and contractor selection, and the construction of two wastewater pumping stations and installation of emergency generators to replace aging existing pumping stations, one located at a park near Eagle Lake and one located in a low elevation area adjacent to Lake McLeod.

## Project No. 3 Winter Haven Septic to Sewer Program.

**PROJECT BACKGROUND:** Nearly half of the 50 lakes in Winter Haven are on the impaired list for water quality due in part to septic tank loading. The City of Winter Haven serves a population of approximately 74,675, which includes 14,070 residences that are on septic systems. This project will design, permit and construct the first remediation area from the priority list identified in the Septic to Sewer Master Plan completed in January 2021. The Septic to Sewer Master Plan prioritizes and will subsequently eliminate some of the septic tank discharges by converting septic tanks to central sewer in a very high recharge area. The City of Winter Haven has completed a Septic to Sewer Master Plan in January 2021 which recommends priority areas for the conversion to sewer.

**PROJECT DESCRIPTION:** The Grantee will complete the design, permitting, and bidding services for a new public collection system, as well as on-site private septic system evaluations, connections to the new collection system, and septic tank decommisioning for approximately 125 residential and commercial accounts around East Lake Hartridge and US 17. They will also complete the construction of the collection system within the right-of-way in Remediation Area 6A and Boggy Bottom Area.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

## Project No. 4 Frostproof Wastewater System Upgrades.

**PROJECT BACKGROUND:** The City of Frostproof has prepared 90% design plans and technical specifications for the planned construction of a pretreatment/headworks system at its wastewater treatment plant. The City is also in the process of designing the expansion of its rapid infiltration basin (RIB) system for effluent disposal.

**PROJECT DESCRIPTION:** The Grantee will complete the design and construction of all components for the headworks, including the control panel, screen, compactor, grit system, stairs/walkway sensor, delivery, startup, training, permitting, and construction administration, as well as the design and construction of a rapud infiltration basin expansion and emergency generators for the lift station.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

## Project No. 5 Winter Haven ASR Wellfield

**PROJECT BACKGROUND:** The Winter Haven area is the headwaters for the Peace River which flows to Charlotte Harbor. This project is part of a larger One Water Master Plan to create green infrastructure projects, which provide water supply, water quality, flooding and natural system restoration. This project involves the design and construction of an aquifer storage and recovery (ASR) wellfield which would take excess surface water flow during flood events, store it in the lower Floridan aquifer, and then recover the water during drought events.

**PROJECT DESCRIPTION:** The Grantee will complete the design and construction of a roughly 1.5 MGD ASR well system to store excess water from the Peace Creek System for beneficial use, including a report on the Flow and Water Quality Data Summary and Analysis of available water sources and quantities and characterize water quality to determine treatment requirements, local hydrogeology, area features, and regulatory reviews, and well options screening evaluations.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

## Project No. 6 Polk County AWS Receiving Facilities

**PROJECT BACKGROUND:** Polk County is a member of the PRWC and will receive regional alternative water supplies from the PRWC via the Southeast Wellfield Project. Polk County must design and construct a receiving station to facilitate the re-pumping to an AWS system in its Northeast Regional Utility Service Area (NERUSA)

**PROJECT DESCRIPTION:** The Grantee will complete the design of an alternative water supply storage and repump facility. The station will include an approximately 1 MGD storage tank, pumps, chemical feed, electrical equipment, generator, and associated equipment. This project includes land acquisition, designs, and permitting for the new facility.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

**TASKS:**

All documentation will be submitted electronically unless otherwise indicated.

### Task 1: Land Acquisition

**Deliverables:** The Grantee will acquire fee simple or less-than-fee simple interest on properties within the service areas of the PRWC. Costs related to pre-acquisition and acquisition will be reimbursable. the property interests will be held by Polk County, to be transferred by the Grantee after the acquisition is complete. The Grantee will complete the following:

- Project 1: Property acquisition of the raw water wells and pipeline for a 2.5 MGD facility.
- Project 6: Land acquisition for an alternative water supply storage and repump facility.

**Documentation:** The Grantee will submit: 1) copies of all appraisals; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement at the conclusion of the task.

### Task 2: Pre-construction Activities

**Deliverables:** The Grantee will complete the following:

- Project 2: Design of the Eagle Lake wastewater pumping station and FDEP permit renewal.
- Project 3: Design of the Winter Haven Area 6A and Boggy Bottom Area public collection system.
- Project 4: Design of an expansion of Frostproof's rapid infiltration basin (RIB) system for effluent disposal.
- Project 5: Evaluation of the flow and water quality characteristics for the Winter Haven ASR wellfield.

- Project 6: Preliminary design report and design of the Polk County AWS receiving facilities.

**Documentation:** The Grantee will submit:1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design (or preconstruction) activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities. The Grantee will also submit the following:

- Project 2: Construction plans and renewed permit for the Eagle Lake wastewater pumping station.
- Project 3: Construction plans for the 6A and Boggy Bottom Area public collection system.
- Project 4: Construction plans for a pretreatment/headworks system.
- Project 5: Draft and final summary memoranda of the flow and water quality characteristics, local hydrogeology, and well options; Class V well construction permit application.
- Project 6: Preliminary design report, 60% design documents, 90% design documents for the Polk County AWS receiving facilities.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

**Task 3: Bidding and Contractor Selection**

**Deliverables:** The Grantee will complete the following:

- Project 2: Bidding documents for the Eagle Lake wastewater pump station.
- Project 4: City of Frostproof bidding documents for the headworks and RIB improvements.
- Project 6: Polk County AWS receiving facility bid documents.

**Documentation:** The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Task 4: Construction**

**Deliverables:** The Grantee will construct the following items in accordance with the construction contract documents.

- Project 2: City of Eagle Lake wastewater pumping station.
- Project 3: City of Winter Haven sewer collection system.
- Project 4: City of Frostproof headworks and RIB improvements.
- Project 5: City of Winter Haven ASR well construction.

**Documentation:** The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all documentation received by, the corresponding task end date.

| Task No. | Task Title | Budget Category | Budget Amount | Task Start Date | Task End Date |
|---|---|---|---|---|---|
| 1 | Land Acquisition | Land Acquisition | $1,477,557 | 07/01/2021 | 6/30/2023 |
| | | | $122,052* | 07/01/2019 | 6/30/2023 |
| 2 | Pre-construction Activities | Contractual Services | $730,268 | 07/01/2021 | 6/30/2023 |
| 3 | Bidding and Contractor Selection | Contractual Services | $400,000 | 07/01/2021 | 6/30/2023 |
| 4 | Construction | Contractual Services | $4,392,175 | 07/01/2021 | 6/30/2023 |
| | | Total: | $7,122,052 | | |

*$122,052 of funding provided under Line Item 1657A of the FY19-20 General Appropriations Act will go toward Land Acquisition for Project 1

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Public Records Requirements**

**Attachment 4**

1. **Public Records.**

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

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

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

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

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

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

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

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

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

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

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

**Attachment 5**

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

MONITORING

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

AUDITS

**PART I: FEDERALLY FUNDED**

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

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

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

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

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

**PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

**PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

| **Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

| | | |
|---|---|---|
| **Federal Program A** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |
| **Federal Program B** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |



BGS-DEP 55-215
Revised 7/2019

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

| **State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

| **State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:** | | | | | | |
|---|---|---|---|---|---|---|
| **State Program A** | State Awarding Agency | State Fiscal Year[1] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| Original | FDEP | 2021-2022 | 37.039 | Statewide Surface Restoration and Wastewater Projects | $7,000,000 | 140047 |
| Original | FDEP | 2019-2020 | 37.039 | Statewide Surface Restoration and Wastewater Projects | $122,052 | 140047 |
| **State Program B** | State Awarding Agency | State Fiscal Year[2] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |
| | | | | | | |

| | | |
|---|---|---|
| Total Award | $7,122,052 | |

*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A**
**Progress Report Form**

| | |
|---|---|
| **DEP Agreement No.:** | LPA0212 |
| **Project Title:** | Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability |
| **Grantee Name:** | Polk Regional Water Cooperative |
| **Grantee's Grant Manager:** | Charles Richards |
| | |
| **Reporting Period:** | Select reporting period. Select year. |

**Provide the following information for all tasks identified in the Grant Work Plan:**
Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

**Task 1: Preconstruction Activities (Land Acquisition)**

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

**Task 2: Preconstruction Activities**

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

**Task 3: Bidding and Contractor Selection**

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

**Task 4: Construction**

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

**Indicate the completion status for the following tasks (if included in the Grant Work Plan):**

**Design (Plans/Submittal):** 30% ☐, 60% ☐, 90% ☐, 100% ☐

**Permitting (Completed):** Yes ☐, No ☐

**Construction (Estimated):** _____%

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____

Signature of Grantee's Grant Manager (Original Ink) Date

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C**
**Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

# Exhibit B

AGREEMENT BETWEEN
POLK REGIONAL WATER COOPERATIVE
AND
Polk County
POLK REGIONAL WATER COOPERATIVE
HEARTLAND PROTECTION AND SUSTAINABILITY PROJECT

This AGREEMENT is made and entered into as of the Effective Date defined in Section 5, below, by and between the POLK REGIONAL WATER COOPERATIVE, a regional water supply authority of the State of Florida, having an address of 330 West Church Street, Bartow, Florida 33830, hereinafter referred to as the "PRWC", and Polk County, a political subdivision of the State of Florida, having an address of 1101 Jim Keene Boulevard, Attn.: Utilities Division Director, Winter Haven, Florida 33880, hereinafter referred to as the "Member." The PRWC and the Member are also referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

**WHEREAS**, in 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida) (the Act), which statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers; acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions; and declares that fostering partnerships between Regional Water Supply Authorities and local governments is in the state's interest;

**WHEREAS**, for the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so the projects may be considered for state funding;

**WHEREAS**, the Florida Department of Environmental Protection (FDEP) has awarded state funds to the PRWC pursuant to grant agreement number LPA0212 (Grant Agreement), a copy of which is attached hereto as **Exhibit A**, for reimbursement of certain costs incurred in implementing the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project, a multi-component PRWC project to protect and restore the region's water sources;

**WHEREAS** the Grant Agreement identifies the Polk County **Alternative Water Supply Receiving Project** (Project 6) as one of six partial cost reimbursable project components of the Polk Regional Water Cooperative Heartland Headwaters

Protection and Sustainability Project, described in Attachment 3, Grant Work Plan, to the Grant Agreement;

**WHEREAS**, the estimated portion of funds allocated for Project 6 under the Grant Agreement is $416,098 (Project 6 Grant Funding Amount);

**WHEREAS**, the Member is a member government of PRWC, and the Grant Agreement provides that PRWC and Member shall work together in implementing Project 6; and

**WHEREAS**, to facilitate the implementation of Project 6, the PRWC and Member enter this Agreement to allocate Grant Agreement funds for Project 6, and to oblige Member to comply with those Grant Agreement requirements which pertain to the Member's Project 6 implementation responsibilities;

**NOW THEREFORE**, in consideration of the mutual terms, covenants, and conditions contained herein, the Parties hereby mutually agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and form a material part of this Agreement.

2. **PURPOSE**. This Agreement defines the duties and obligations of the Parties with respect to the implementation of Project 6 in accordance with the Grant Agreement.

3. **DUTIES AND OBLIGATIONS.**

3.1. The Parties shall coordinate regarding implementation of Project 6 in accordance with the Grant Agreement requirements. .

3.2. Member acknowledges this Agreement does not obligate PRWC to provide funding or other material support to the Member for Project 6 beyond that provided within the Grant Agreement.

3.3. Member acknowledges the Grant Agreement does not entitle the Member to receive a direct disbursement of Grant Agreement funds. Member acknowledges the Grant Agreement provides an undivided grant of funding to PRWC for reimbursement of eligible costs for the six identified projects under development by PRWC and its members, subject to the terms of that agreement. The Parties acknowledge the Project 6 Grant Funding Amount is an estimate of the reimbursable funding allocation available for Project 6, and that the actual amount to be disbursed for Project 6 costs will equal the actual Project 6 costs eligible for reimbursement under the Grant Agreement, but not to exceed the Project 6 Grant Funding Amount without prior authorization from the PRWC.

3.4. Member will be subject to all Grant Agreement requirements, obligations, and representations which are applicable to PRWC with regard to Project 6.

These requirements include without limitation the rendering of services or other deliverables as set forth in the Grant Work Plan, the performance of all applicable terms and conditions set forth in the Grant Agreement, including all its attachments and incorporated exhibits, the preparation of required Project 6 status reports, the maintenance of insurance coverage, and record keeping and audit obligations of the Grant Agreement.

3.5. Member shall comply with and be bound by the performance measures to which PRWC is subject under the Grant Agreement with regard to Project 6, including without limitation those specified in paragraph 5, Attachment 1, Standard Terms and Conditions, of the Grant Agreement.

3.6. Member will work diligently to correct all deficiencies in its Project 6 deliverables as required under the Grant Agreement within a reasonable time and at Member's expense.

3.7. The Parties agree to the following procedure for seeking and obtaining reimbursement for eligible Project 6 costs pursuant to the Grant Agreement:

a. For any costs associated with Project 6 for which Member wishes to seek reimbursement of funds pursuant to and in accordance with the Grant Agreement, Member shall submit in writing to PRWC all documentation and any other information necessary for the funds to be disbursed to PRWC in accordance with the requirements of the Grant Agreement.

b. As grantee under the Grant Agreement PRWC shall review the documentation and information provided by the Member, and if determined to be consistent with the requirements of the Grant Agreement, shall timely submit such information to FDEP consistent with the requirements of the Grant Agreement.

c. In the event additional deliverable information or documentation is required by FDEP in accordance with the Grant Agreement, PRWC shall coordinate with Member, however it shall be the Member's sole responsibility to address any additional deliverable information or documentation requirement specified by FDEP in the event the deliverable is rejected.

d. Upon approval of a deliverable and payment by FDEP to PRWC of a Project 6 reimbursement request pursuant to the Grant Agreement, PRWC shall immediately transfer the provided grant funding to the Member.

e. In the event a refund of any Project 6 reimbursement payment is required pursuant to the Grant Agreement, Member shall transfer such refunded amounts to PRWC, who shall then transfer such refunded amounts to FDEP.

4. **MODIFICATION**. This Agreement may be modified or amended only if both Parties agree. All modifications or amendments must be in a writing signed by both Parties. If the Grant Agreement is amended, the Parties shall coordinate in good faith to amend this Agreement to be consistent with the Grant Agreement amendment.

5. **TERM; EFFECTIVE DATE.** The term of this Agreement shall commence on the Effective Date and unless terminated sooner will continue through the term of the Grant Agreement. The "Effective Date" of this Agreement will be date a fully executed counterpart is filed with the Clerk of the Circuit Court of Polk County, Florida, in accordance with Section 163.01, Florida Statutes. If the PRWC is the last Party to execute the Agreement, then immediately upon doing so, it will provide a fully executed counterpart to the Member for filing with the Clerk. The Member will immediately notify the PRWC when it files a fully executed Agreement with the Clerk.

6. **NOTICES**. All notices provided for in this Agreement must be in writing and shall be sufficient and deemed to be given when hand delivered or sent by certified mail or registered mail, return receipt requested. A copy shall also be sent to the Party by email. All notices shall be delivered or sent to the Parties at their respective addresses shown below or such other addresses as a Party may designate by prior notice given in accordance with this provision to the other Parties:

For the PRWC:

Eric DeHaven
PRWC Executive Director
330 W. Church Street
PO Box 9005, Drawer CA-01
Bartow, FL 33831-9005

For Member:

Polk County
Attention: Director, Utilities Division
1101 Jim Keane Blvd.
Winter Haven, FL 33880

with copy to:

Polk County
Attention: Deputy County Manager, Infrastructure
330 West Church Street
P. O. Box 9005, Drawer
Bartow, FL 33831-9005

Notices shall be effective upon receipt or upon refusal to accept receipt of the notice.

7. **MEDIATION**. If there is a dispute between the Parties arising out of or related to this Agreement which they cannot resolve, then unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise, prior to commencing any legal action or proceeding, the Parties will refer their dispute to non-binding mediation. The mediation will be conducted by a mediator mutually agreeable to all Parties who has experience in mediating disputes of a similar nature. The Parties will use a mediation procedure agreeable to the Parties and the mediator. The Parties will mediate the dispute in good faith, be bound by any resulting mediation agreement, equally share the costs of mediation, and timely pay the same. Mediation will commence within thirty (30) days after the date a Party requests mediation of a dispute, or if the agreed mediator is not available within that time period, then at the first opportunity the agreed mediator is available. A Party may not commence litigation of the dispute until (i) the mediator has declared the Parties are at an impasse, or (ii) one or all Parties have terminated the mediation. Among other matters the Parties intend this mediation process as an alternative to the conflict resolution procedure described in the Florida Governmental Conflict Resolution Act, Florida Statutes, Chapter 164.

8. **LIMITATION OF LIABILITY**. In no event shall any Party be liable to the other Party or to anyone claiming for, by, or through a Party, to include without limitation a participant or contractor, for indirect, incidental, consequential, special exemplary, or punitive damages of any kind or nature whatsoever, including loss of profit, whether foreseeable or not, arising out of or resulting from nonperformance or breach of this Agreement by a Party whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

9. **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.

10. **GOVERNING LAW; VENUE**. The interpretation and performance of this Agreement shall be governed by the laws of the State of Florida; venue for any such litigation with respect to the Agreement shall be in Polk County, Florida.

11. **WAIVER**. No failure by a Party to exercise any right, power, or privilege under this Agreement is a waiver of the same, or of any other right, power, or privilege, except as otherwise expressly set forth in the Agreement.

12. **SEVERABILITY**. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted, and shall not invalidate the remaining provisions. However, if the deleted language is considered a key provision of the Agreement, the Parties must agree to a substitute provision that will accomplish the original intent of the Parties. If the Parties cannot agree to a substitute provision within ninety (90) days of the determination by the court, then the Agreement shall be deemed

terminated.

13. **INDEMNIFICATION.** Member shall be fully liable for the actions of its agents, employees, or subcontractors in the performance of its Agreement obligations, and shall fully indemnify, defend, and hold harmless PRWC and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:

i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Member, its agents, employees, or subcontractors in the performance of those obligations; provided, however, that Member shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of PRWC; and

ii. the Member's breach of this Agreement or any negligent acts or omissions of Member related thereto;

provided, however, the Member's aggregate responsibilities to the PRWC and to any third parties regarding such liability shall not exceed the limits (the "Member Liability Limits") of liability stated in section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability, or other legal theory. This section is not intended and does not establish a contractual or other obligation whereby the Member is responsible to the PRWC or to any third party for any liability obligation in amounts exceeding the Member Liability Limits under any legal theory, claim, or cause of action.

Each Party shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S.; further, nothing herein shall be construed as consent to be sued by third parties in any matter arising out of any contract or this Agreement.

14. **AMBIGUITY**. The terms and conditions in this Agreement are the product of mutual draftsmanship by the Parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the Parties because of authorship. The Parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each Party, being represented by counsel, is acting to protect its own interest. If an ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

15. **PUBLIC RECORDS**. Should any Party assert any exemption to, or inapplicability of, the requirements of Chapter 119 and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by

law, shall be upon that Party. The Parties shall allow public access to all Project 6 documents and materials that are subject to the requirements of Chapter 119, Florida Statutes, or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed nor is intended to, expand the scope of Chapter 119, Florida Statutes, or make into a public record a document that is not a public record under the applicable law.

16. **COUNTERPARTS.** This Agreement shall be executed in one or more counterparts with each fully executed counterpart treated as an original, and all of which constitute one and the same instrument.

17. **INTERLOCAL AGREEMENT; FILING AND RECORDING.** This is an interlocal agreement entered into by the parties pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969. This Agreement and any amendment thereto shall be filed with the Clerk of the Circuit Court of Polk County, Florida, in accordance with Section 163.01, Florida Statutes, and recorded among the public records of Polk County, Florida. The Member will be responsible for filing the fully executed Agreement with the Clerk, for recording the Agreement among the public records, and for any costs related thereto.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;

THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE

WITH THE PARTIES' SIGNATURES.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into as of the Effective Date.

POLK REGIONAL WATER COOPERATIVE

By: _____
George Lindsey III, Chair

Date Signed: 9/21/2022

ATTEST:

By: _____
Mayor H. William Mutz, Vice-Chair

APPROVED AS TO FORM AND CORRECTNESS:

_____
Edward P. de la Parte, Legal Counsel

ATTEST:

Stacy M. Butterfield
Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

Date signed: 9/6/22

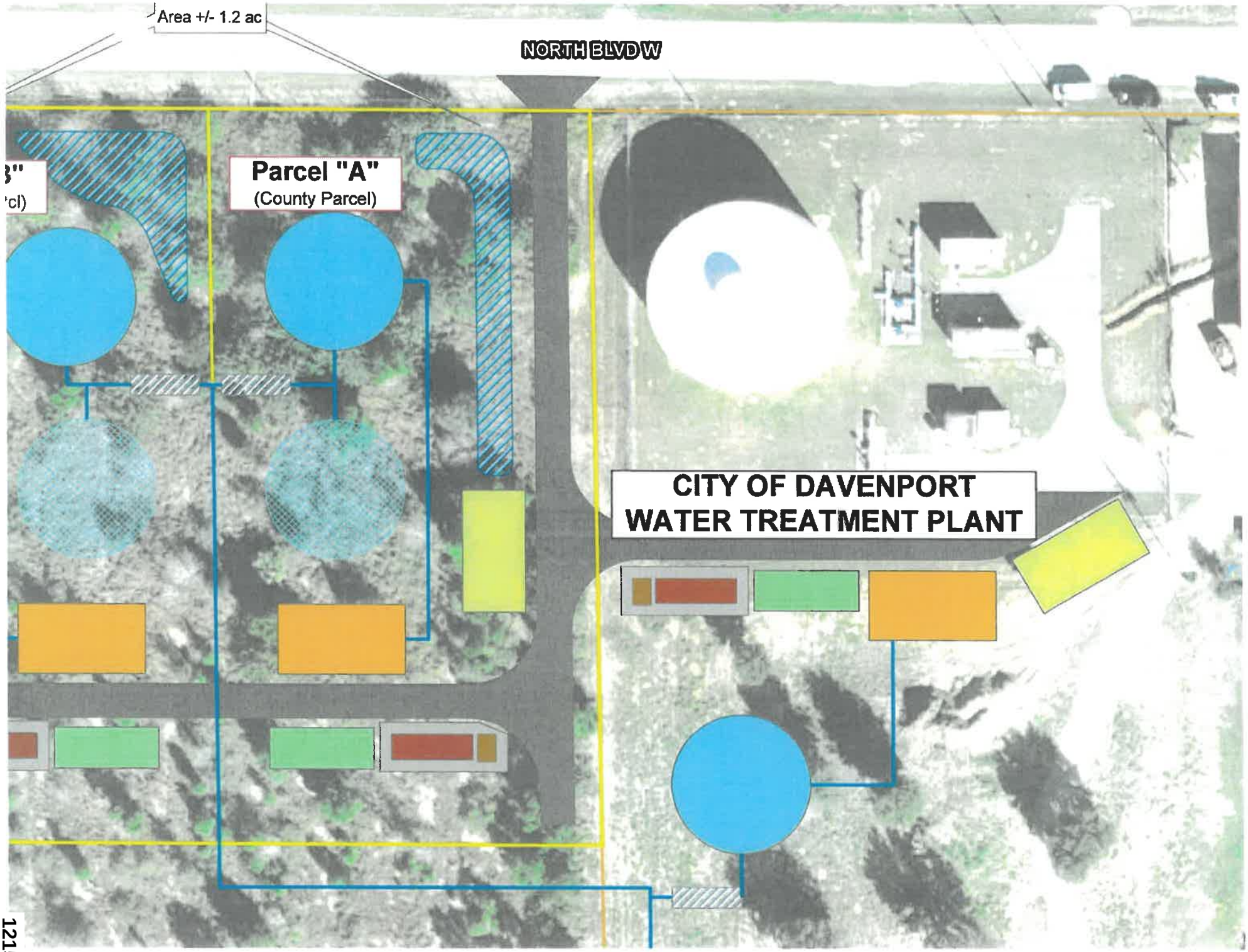
POLK COUNTY, a political subdivision of the State of Florida

_____
Dr. Martha Santiago, Chair
Board of County Commissioners

P.4

Reviewed as to form and legal sufficiency:

_____
County Attorney's Office


Area +/- 1.2 ac
NORTH BLVD W
Parcel "A"
(County Parcel)
CITY OF DAVENPORT
WATER TREATMENT PLANT

1215

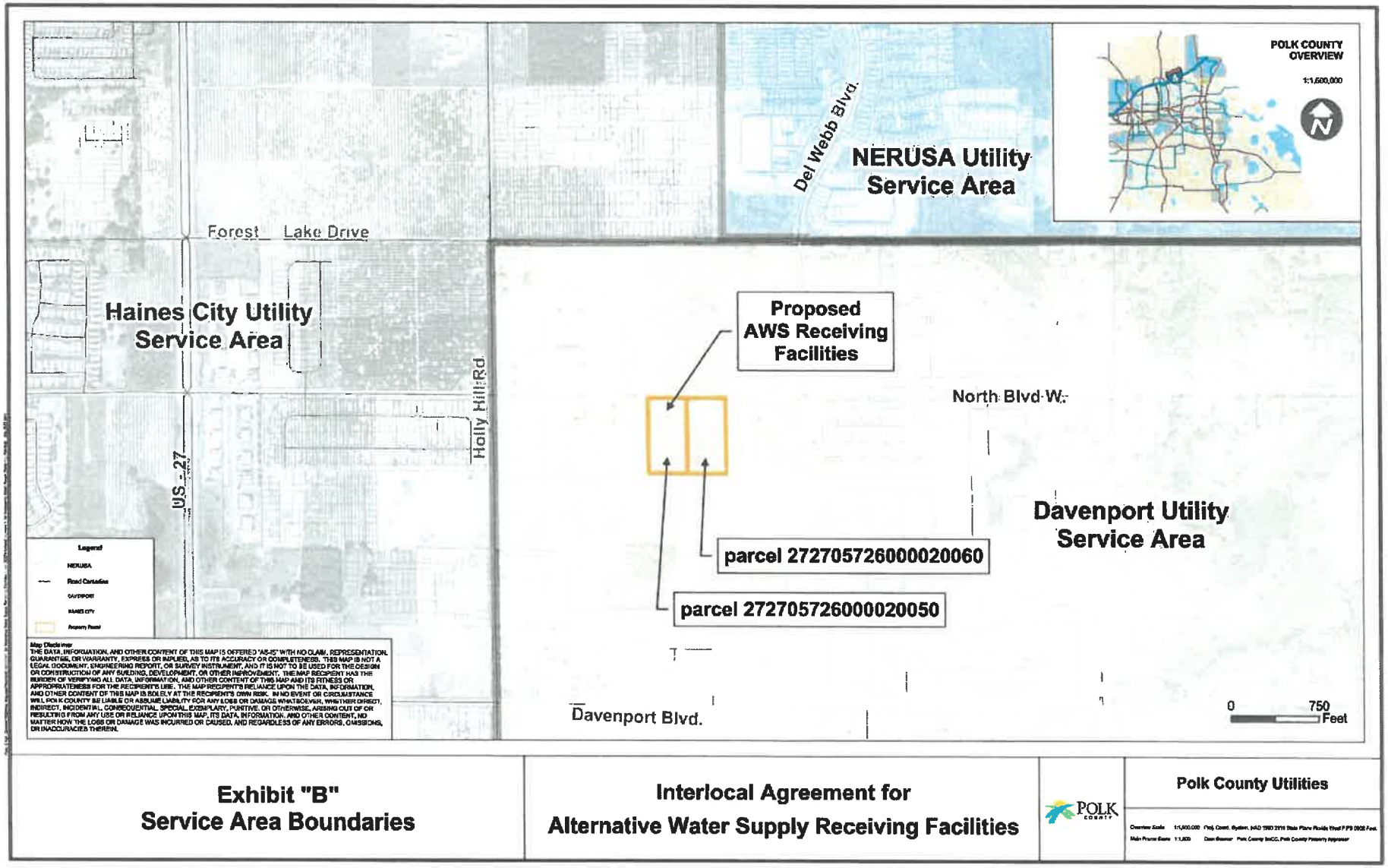



**Exhibit "B"**
**Service Area Boundaries**

**Interlocal Agreement for**
**Alternative Water Supply Receiving Facilities**

POLK COUNTY

**Polk County Utilities**

# STATE OF FLORIDA
# DEPARTMENT OF ENVIRONMENTAL PROTECTION
## Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability**
   Agreement Number: **LPA0212**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)
   Grantee Name: **Polk Regional Water Cooperative**
   Entity Type: **Local Government**
   Grantee Address: **300 W. Church Street, Bartow, FL 33831-9005**
   FEID: **81-3584103** (Grantee)

3. Agreement Begin Date: **Upon Execution**
   Date of Expiration: **December 31, 2023**

4. Project Number: *(If different from Agreement Number)*
   Project Location(s): **Lat/Long (28.0439, -81.957)**
   Project Description: **The Grantee (PRWC) will complete several projects that are a part of the Heartland Headwaters Protection and Sustainability Act, and that are needed to protect and restore the region's water sources.**

5. Total Amount of Funding: **$7,000,000.00**

| Funding Source? | Award #s or Line Item Appropriations: | Amount per Source(s): |
|---|---|---|
| ☑ State ☐ Federal | **LP, GAA Line Item 1607A, FY21-22, GR** | **$7,000,000.00** |
| ☑ State ☐ Federal | **LP, GAA Line Item 1657A, FY19-20, GR** | **$122,052.00** |
| ☐ Grantee Match | | |
| | Total Amount of Funding + Grantee Match, if any: | **$7,122,052.00** |

6. Department's Grant Manager
   Name: **Gabby Vega-Molnar** or successor
   Address: **3900 Commonwealth Blvd. MS 3602 Tallahassee, FL 32399**
   Phone: **850-245-2914**
   Email: **gabriela.vegamolnar@floridadep.gov**

   Grantee's Grant Manager
   Name: **Charles Richards** or successor
   Address: **PO Box 9005 Drawer CA01 Bartow, FL 33831**
   Phone: **863-298-4135**
   Email: **charlesrichards@polk-county.net**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☑ Attachment 2: Special Terms and Conditions
- ☑ Attachment 3: Grant Work Plan
- ☑ Attachment 4: Public Records Requirements
- ☑ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☑ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☑ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements for Grants
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☑ Additional Exhibits (if necessary): **Exhibit F: Memorandum of Grant**

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

| | |
|---|---|
| Federal Award Identification Number(s) (FAIN): | |
| Federal Award Date to Department: | |
| Total Federal Funds Obligated by this Agreement: | |
| Federal Awarding Agency: | |
| Award R&D? | ☐ Yes ☐N/A |

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.**

**Polk Regional Water Cooperative** **GRANTEE**

Grantee Name

By _____ Date Signed
*(Authorized Signature)*

**Eric DeHaven, Executive Director**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection** **DEPARTMENT**

By _____ Date Signed
Secretary or Designee

**Angela Knecht, Director of Water Restoration Assistance**

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

## DWRA Additional Signatures

Gabby Vega-Molnar, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**STANDARD TERMS AND CONDITIONS**
**APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

**5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

**6. Acceptance of Deliverables.**

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

**7. Financial Consequences for Nonperformance.**

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

**10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

**11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

**13. Termination.**

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

**15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**
The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**
The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

**27. Audits.**

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**28. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**30. Subcontracting.**

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**31. Guarantee of Parent Company.**
If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**32. Survival.**
The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**33. Third Parties.**
The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**34. Severability.**
If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**35. Grantee's Employees, Subcontractors and Agents.**
All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**36. Assignment.**
The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**37. Compensation Report.**
If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**38. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Terms and Conditions**
**AGREEMENT NO. LPA0212**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**
The Project funded under this Agreement is Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability (Project). The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2019 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

| Reimbursement | Match | Category |
|---|---|---|
| ☐ | ☐ | Salaries/Wages |
| | | Overhead/Indirect/General and Administrative Costs: |
| ☐ | ☐ | a. Fringe Benefits, N/A. |
| ☐ | ☐ | b. Indirect Costs, N/A. |
| ☒ | ☐ | Contractual (Subcontractors) |
| ☐ | ☐ | Travel, in accordance with Section 112, F.S. |
| ☐ | ☐ | Equipment |
| ☐ | ☐ | Rental/Lease of Equipment |
| ☐ | ☐ | Miscellaneous/Other Expenses |
| ☒ | ☐ | Land Acquisition |

**5. Equipment Purchase.**
No Equipment Purchases shall be funded under this Agreement.

**6. Land Acquisition.**
The Grantee is authorized to purchase the land described in Attachment 3, Grant Work Plan. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein. The following language shall be included on the deed to the property purchased under this Agreement:
"By acceptance of this deed, Grantee hereby agrees that the use of the property described herein (the "Property") shall be subject to the terms and conditions of the Grant Award Agreement (DEP Agreement No. LPA0212), summarized in the Memorandum of Grant, which is attached hereto as Exhibit F and by reference made a part hereof (hereinafter referred to as the "Restrictive Covenants"). These Restrictive Covenants shall run with the title to the Property in perpetuity and be binding upon Grantee and all successive owners (and all parties claiming by,

through and under the owners) of the Property. The Florida Department of Environmental Protection ("DEP") shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Polk County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of Polk County, Florida. Grantee further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer."
"Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. LPA0212, the total funding amount paid by the State of Florida, the date of acquisition, and the Department's Grant Manager's name."
If for any reason the above-referenced federal and state deed language is not incorporated into the deed by which the Grantee acquired the Property, the Grantee shall execute and record a separate Declaration of Restrictive Covenant that incorporates the Memorandum of Grant as an Exhibit, and that shall run with the title to the Property. The Grantee shall provide a copy of the recorded Declaration of Restrictive Covenant to the Department as evidence of compliance with this provision. Any applicable recording fees are the sole responsibility of the Grantee.

**7. Match Requirements**
There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

| | |
|---|---|
| $200,000/300,000 | Automobile Liability for Company-Owned Vehicles, if applicable |
| $200,000/300,000 | Hired and Non-owned Automobile Liability Coverage |

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. if applicable.

d. Other Insurance.
None.

**9. Quality Assurance Requirements.**
There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**
No retainage is required under this Agreement.

**11. Subcontracting.**
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**
The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

**14. Additional Terms.**
None.

**ATTACHMENT 3**
**GRANT WORK PLAN**

**PROJECT TITLE:** Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability

**PROJECT LOCATION:** The Project will be located within the service areas of the Polk Regional Water Cooperative (PRWC) (Grantee). The PRWC is made up of Polk County and 15 municipalities. The County seat is located in Bartow, Florida; with an approximate Lat/Long of 27.8940, -81.8512.

**PROJECT BACKGROUND:** In 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida). The Act statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state's interest.

For the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so that they may be considered for state funding. These funds were awarded to PRWC (Grantee); the following entities will work in conjunction with the Grantee on this project: Polk City, City of Eagle Lake, City of Winter Haven, City of Frostproof, Polk County.

**Project No. 1 PRWC West Polk Wellfield Lower Floridan Aquifer Project**

**PROJECT BACKGROUND:** In order to meet growing water demands, the PRWC determined that multiple projects would be required to meet future demands. The West Polk project, which would utilize the deep, lower Floridan, brackish aquifer as a source, would serve as one project which could help meet demands in western Polk County. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

**PROJECT DESCRIPTION:** The Grantee will complete a well testing program and designs for a reverse osmosis treatment facility and associated piping to serve numerous communities in western Polk County. This Project includes acquisition of land for the testing and the construction of the raw water wellfield.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

**Project No. 2 Eagle Lake Wastewater Pump Station Replacement Project**

**PROJECT BACKGROUND:** Lake McLeod and Eagle Lake exist within the Peace Creek Watershed, in which there is a TMDL for fecal coliform. The City of Eagle Lake plans to replace two wastewater pumping stations to prevent failures which have the potential to overflow sewage into the lakes.

**PROJECT DESCRIPTION:** The Grantee will complete the construction plan revision, bid document revisions, bidding and contractor selection, and the construction of two wastewater pumping stations and installation of emergency generators to replace aging existing pumping stations, one located at a park near Eagle Lake and one located in a low elevation area adjacent to Lake McLeod.

## Project No. 3 Winter Haven Septic to Sewer Program.

**PROJECT BACKGROUND:** Nearly half of the 50 lakes in Winter Haven are on the impaired list for water quality due in part to septic tank loading. The City of Winter Haven serves a population of approximately 74,675, which includes 14,070 residences that are on septic systems. This project will design, permit and construct the first remediation area from the priority list identified in the Septic to Sewer Master Plan completed in January 2021. The Septic to Sewer Master Plan prioritizes and will subsequently eliminate some of the septic tank discharges by converting septic tanks to central sewer in a very high recharge area. The City of Winter Haven has completed a Septic to Sewer Master Plan in January 2021 which recommends priority areas for the conversion to sewer.

**PROJECT DESCRIPTION:** The Grantee will complete the design, permitting, and bidding services for a new public collection system, as well as on-site private septic system evaluations, connections to the new collection system, and septic tank decommisioning for approximately 125 residential and commercial accounts around East Lake Hartridge and US 17. They will also complete the construction of the collection system within the right-of-way in Remediation Area 6A and Boggy Bottom Area.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

## Project No. 4 Frostproof Wastewater System Upgrades.

**PROJECT BACKGROUND:** The City of Frostproof has prepared 90% design plans and technical specifications for the planned construction of a pretreatment/headworks system at its wastewater treatment plant. The City is also in the process of designing the expansion of its rapid infiltration basin (RIB) system for effluent disposal.

**PROJECT DESCRIPTION:** The Grantee will complete the design and construction of all components for the headworks, including the control panel, screen, compactor, grit system, stairs/walkway sensor, delivery, startup, training, permitting, and construction administration, as well as the design and construction of a rapud infiltration basin expansion and emergency generators for the lift station.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

## Project No. 5 Winter Haven ASR Wellfield

**PROJECT BACKGROUND:** The Winter Haven area is the headwaters for the Peace River which flows to Charlotte Harbor. This project is part of a larger One Water Master Plan to create green infrastructure projects, which provide water supply, water quality, flooding and natural system restoration. This project involves the design and construction of an aquifer storage and recovery (ASR) wellfield which would take excess surface water flow during flood events, store it in the lower Floridan aquifer, and then recover the water during drought events.

**PROJECT DESCRIPTION:** The Grantee will complete the design and construction of a roughly 1.5 MGD ASR well system to store excess water from the Peace Creek System for beneficial use, including a report on the Flow and Water Quality Data Summary and Analysis of available water sources and quantities and characterize water quality to determine treatment requirements, local hydrogeology, area features, and regulatory reviews, and well options screening evaluations.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

## Project No. 6 Polk County AWS Receiving Facilities

**PROJECT BACKGROUND:** Polk County is a member of the PRWC and will receive regional alternative water supplies from the PRWC via the Southeast Wellfield Project. Polk County must design and construct a receiving station to facilitate the re-pumping to an AWS system in its Northeast Regional Utility Service Area (NERUSA)

**PROJECT DESCRIPTION:** The Grantee will complete the design of an alternative water supply storage and repump facility. The station will include an approximately 1 MGD storage tank, pumps, chemical feed, electrical equipment, generator, and associated equipment. This project includes land acquisition, designs, and permitting for the new facility.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

**TASKS:**

All documentation will be submitted electronically unless otherwise indicated.

### Task 1: Land Acquisition

**Deliverables:** The Grantee will acquire fee simple or less-than-fee simple interest on properties within the service areas of the PRWC. Costs related to pre-acquisition and acquisition will be reimbursable. the property interests will be held by Polk County, to be transferred by the Grantee after the acquisition is complete. The Grantee will complete the following:

- Project 1: Property acquisition of the raw water wells and pipeline for a 2.5 MGD facility.
- Project 6: Land acquisition for an alternative water supply storage and repump facility.

**Documentation:** The Grantee will submit: 1) copies of all appraisals; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement at the conclusion of the task.

### Task 2: Pre-construction Activities

**Deliverables:** The Grantee will complete the following:

- Project 2: Design of the Eagle Lake wastewater pumping station and FDEP permit renewal.
- Project 3: Design of the Winter Haven Area 6A and Boggy Bottom Area public collection system.
- Project 4: Design of an expansion of Frostproof's rapid infiltration basin (RIB) system for effluent disposal.
- Project 5: Evaluation of the flow and water quality characteristics for the Winter Haven ASR wellfield.

- Project 6: Preliminary design report and design of the Polk County AWS receiving facilities.

**Documentation:** The Grantee will submit:1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design (or preconstruction) activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities. The Grantee will also submit the following:

- Project 2: Construction plans and renewed permit for the Eagle Lake wastewater pumping station.
- Project 3: Construction plans for the 6A and Boggy Bottom Area public collection system.
- Project 4: Construction plans for a pretreatment/headworks system.
- Project 5: Draft and final summary memoranda of the flow and water quality characteristics, local hydrogeology, and well options; Class V well construction permit application.
- Project 6: Preliminary design report, 60% design documents, 90% design documents for the Polk County AWS receiving facilities.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

**Task 3: Bidding and Contractor Selection**

**Deliverables:** The Grantee will complete the following:

- Project 2: Bidding documents for the Eagle Lake wastewater pump station.
- Project 4: City of Frostproof bidding documents for the headworks and RIB improvements.
- Project 6: Polk County AWS receiving facility bid documents.

**Documentation:** The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Task 4: Construction**

**Deliverables:** The Grantee will construct the following items in accordance with the construction contract documents.

- Project 2: City of Eagle Lake wastewater pumping station.
- Project 3: City of Winter Haven sewer collection system.
- Project 4: City of Frostproof headworks and RIB improvements.
- Project 5: City of Winter Haven ASR well construction.

**Documentation:** The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all documentation received by, the corresponding task end date.

| Task No. | Task Title | Budget Category | Budget Amount | Task Start Date | Task End Date |
|---|---|---|---|---|---|
| 1 | Land Acquisition | Land Acquisition | $1,477,557 | 07/01/2021 | 6/30/2023 |
| | | | $122,052* | 07/01/2019 | 6/30/2023 |
| 2 | Pre-construction Activities | Contractual Services | $730,268 | 07/01/2021 | 6/30/2023 |
| 3 | Bidding and Contractor Selection | Contractual Services | $400,000 | 07/01/2021 | 6/30/2023 |
| 4 | Construction | Contractual Services | $4,392,175 | 07/01/2021 | 6/30/2023 |
| | | Total: | $7,122,052 | | |

*$122,052 of funding provided under Line Item 1657A of the FY19-20 General Appropriations Act will go toward Land Acquisition for Project 1

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Public Records Requirements**

**Attachment 4**

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** **(850) 245-2118**
**Email:** public.services@floridadep.gov
**Mailing Address:** **Department of Environmental Protection**
**ATTN: Office of Ombudsman and Public Services**
**Public Records Request**
**3900 Commonwealth Boulevard, MS 49**
**Tallahassee, Florida 32399**

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Audit Requirements**
**(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

**PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

**PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

| **Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

| | | |
|---|---|---|
| **Federal Program A** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |
| **Federal Program B** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

| **State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

| **State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:** | | | | | | |
|---|---|---|---|---|---|---|
| **State Program A** | State Awarding Agency | State Fiscal Year[1] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| Original | FDEP | 2021-2022 | 37.039 | Statewide Surface Restoration and Wastewater Projects | $7,000,000 | 140047 |
| Original | FDEP | 2019-2020 | 37.039 | Statewide Surface Restoration and Wastewater Projects | $122,052 | 140047 |
| **State Program B** | State Awarding Agency | State Fiscal Year[2] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |
| | | | | | | |

| | | |
|---|---|---|
| Total Award | $7,122,052 | |

*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A**
**Progress Report Form**

| | |
|---|---|
| **DEP Agreement No.:** | LPA0212 |
| **Project Title:** | Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability |
| **Grantee Name:** | Polk Regional Water Cooperative |
| **Grantee's Grant Manager:** | Charles Richards |
| | |
| **Reporting Period:** | Select reporting period. Select year. |

**Provide the following information for all tasks identified in the Grant Work Plan:**
Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

**Task 1: Preconstruction Activities (Land Acquisition)**

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

**Task 2: Preconstruction Activities**

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

**Task 3: Bidding and Contractor Selection**

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

**Task 4: Construction**

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

**Indicate the completion status for the following tasks (if included in the Grant Work Plan):**

**Design (Plans/Submittal):** 30% ☐, 60% ☐, 90% ☐, 100% ☐

**Permitting (Completed):** Yes ☐, No ☐

**Construction (Estimated):** _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____

Signature of Grantee's Grant Manager (Original Ink) Date

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C**
**Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

# Exhibit C-1

**AMENDMENT NO. 1**
**TO AGREEMENT NO. LPA0212**
**BETWEEN**
**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**AND**
**POLK REGIONAL WATER COOPERATIVE**

This Amendment to Agreement No. LPA0212 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Polk Regional Water Cooperative (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability (Project), effective July 28, 2022; and,

WHEREAS, $6,983,936 in additional funding for this Project is provided under Line Item 1665A of the 2022-2023 General Appropriations Act; and the total funding for this Agreement is now $14,105,988; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1665A of the 2022-2023 General Appropriations Act begins on July 1, 2022; and,

WHEREAS, the Grantee has requested a reallocation of the project budget; and,

WHEREAS, the Grantee has requested a revision in the scope of work for the Project; and,

WHEREAS, the parties have agreed to add the Southeast Wellfield Lower Floridan Aquifer Project to the Agreement; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2024. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

| **Total Amount of Funding:** | **Funding Source?** | **Award #s or Line Item Appropriations:** | **Amount per Source(s):** |
|---|---|---|---|
| $14,105,988 | ☑ State ☐ Federal | LP, GAA LI 1657A, FY 19-20, GR | $122,052 |
| | ☑ State ☐ Federal | LP, GAA LI 1607A, FY 21-22, GR | $7,000,000 |
| | ☑ State ☐ Federal | LP, GAA LI 1665A, FY 22-23, GR | $6,983,936 |
| | ☐ Grantee Match | | |
| | | **Total Amount of Funding + Grantee Match, if any:** | $14,105,988 |

3. Section 4. of Attachment 2 is hereby revised to the following:

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

| Reimbursement | Match | Category |
|---|---|---|
| ☐ | ☐ | Salaries/Wages |
| | | Overhead/Indirect/General and Administrative Costs: |
| ☐ | ☐ | a. Fringe Benefits, N/A. |
| ☐ | ☐ | b. Indirect Costs, N/A. |
| ☒ | ☐ | Contractual (Subcontractors) |
| ☐ | ☐ | Travel, in accordance with Section 112, F.S. |
| ☐ | ☐ | Equipment |
| ☐ | ☐ | Rental/Lease of Equipment |
| ☒ | ☐ | Miscellaneous/Other Expenses |
| ☒ | ☐ | Land Acquisition |

4. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

5. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.

6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

**POLK REGIONAL WATER COOPERATIVE**

By: _____
Authorized Signature

Eric DeHaven, Executive Director
Print Name and Title

Date: 3/22/2023

**STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

By: Angela Knecht Digitally signed by Angela Knecht Date: 2023.03.24 12:15:49 -04'00'
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date:

Gabby Vega-Molnar Digitally signed by Gabby Vega-Molnar Date: 2023.03.24 10:30:08 -04'00'
Gabby Vega-Molnar, DEP Grant Manager

Zach Easton Digitally signed by Zach Easton Date: 2023.03.24 12:08:26 -04'00'
Zach Easton, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

| Specify Type | Letter/ Number | Description |
|---|---|---|
| Attachment | 3-1 | Revised Grant Work Plan |
| Attachment | 5-1 | Revised Special Audit Requirements |

**ATTACHMENT 3-1**
**REVISED GRANT WORK PLAN**

**PROJECT TITLE:** Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability

**PROJECT LOCATION:** The Project will be located within the service areas of the Polk Regional Water Cooperative (PRWC) (Grantee). The PRWC is made up of Polk County and 15 municipalities. The County seat is located in Bartow, Florida; with an approximate Lat/Long of 27.8940, -81.8512.

**PROJECT BACKGROUND:** In 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida). The Act statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state's interest.

For the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so that they may be considered for state funding. These funds were awarded to PRWC (Grantee); the following entities will work in conjunction with the Grantee on this project: Polk City, City of Eagle Lake, City of Winter Haven, City of Frostproof, Polk County.

**Project No. 1 - PRWC West Polk Wellfield Lower Floridan Aquifer Project**

**PROJECT BACKGROUND:** In order to meet growing water demands, the PRWC determined that multiple projects would be required to meet future demands. The West Polk project, which would utilize the deep, lower Floridan, brackish aquifer as a source, would serve as one project which could help meet demands in western Polk County. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

**PROJECT DESCRIPTION:** The Grantee will complete a well testing program and designs for a reverse osmosis treatment facility and associated piping to serve numerous communities in western Polk County. This Project includes acquisition of land for the testing and the construction of the raw water wellfield. This project also includes acquisition of land for the water production facility, injection wells, and pipeline alignments. Legal fees may also be incurred as a part of this process.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

**Project No. 2 Eagle Lake Wastewater Pump Station Replacement Project**

**PROJECT BACKGROUND:** Lake McLeod and Eagle Lake exist within the Peace Creek Watershed, in which there is a TMDL for fecal coliform. The City of Eagle Lake plans to replace two wastewater pumping stations to prevent failures which have the potential to overflow sewage into the lakes.

**PROJECT DESCRIPTION:** The Grantee will complete the construction plan revision, bid document revisions, bidding and contractor selection, and the construction of two wastewater pumping stations and installation of emergency generators to replace aging existing pumping stations, one located at a park near Eagle Lake and one located in a low elevation area adjacent to Lake McLeod.

## Project No. 3 - Winter Haven Septic to Sewer Program

**PROJECT BACKGROUND:** Nearly half of the 50 lakes in Winter Haven are on the impaired list for water quality due in part to septic tank loading. The City of Winter Haven serves a population of approximately 74,675, which includes 14,070 residences that are on septic systems. This project will design, permit and construct the first remediation area from the priority list identified in the Septic to Sewer Master Plan completed in January 2021. The Septic to Sewer Master Plan prioritizes and will subsequently eliminate some of the septic tank discharges by converting septic tanks to central sewer in a very high recharge area. The City of Winter Haven has completed a Septic to Sewer Master Plan in January 2021 which recommends priority areas for the conversion to sewer.

**PROJECT DESCRIPTION:** The Grantee will complete the design, permitting, and bidding services for a new public collection system, as well as on-site private septic system evaluations, connections to the new collection system, and septic tank decommissioning for approximately 125 residential and commercial accounts around East Lake Hartridge and US 17. They will also complete the construction of the collection system within the right-of-way in Remediation Area 6A and Boggy Bottom Area.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

## Project No. 4 - Frostproof Wastewater System Upgrades

**PROJECT BACKGROUND:** The City of Frostproof has prepared 90% design plans and technical specifications for the planned construction of a pretreatment/headworks system at its wastewater treatment plant. The City is also in the process of designing the expansion of its rapid infiltration basin (RIB) system for effluent disposal.

**PROJECT DESCRIPTION:** The Grantee will complete the design and construction of all components for the headworks, including the control panel, screen, compactor, grit system, stairs/walkway sensor, delivery, startup, training, permitting, and construction administration, as well as the design and construction of a rapid infiltration basin expansion and emergency generators for the lift station.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

## Project No. 5 - Winter Haven ASR Wellfield

**PROJECT BACKGROUND:** The Winter Haven area is the headwaters for the Peace River which flows to Charlotte Harbor. This project is part of a larger One Water Master Plan to create green infrastructure projects, which provide water supply, water quality, flooding and natural system restoration. This project involves the design and construction of an aquifer storage and recovery (ASR) wellfield which would take excess surface water flow during flood events, store it in the lower Floridan aquifer, and then recover the water during drought events.

**PROJECT DESCRIPTION:** The Grantee will complete the design and construction of a roughly 1.5 MGD ASR well system to store excess water from the Peace Creek System for beneficial use, including a report on the Flow and Water Quality Data Summary and Analysis of available water sources and quantities and characterize water quality to determine treatment requirements, local hydrogeology, area features, and regulatory reviews, and well options screening evaluations.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

## Project No. 6 - Polk County AWS Receiving Facilities

**PROJECT BACKGROUND:** Polk County is a member of the PRWC and will receive regional alternative water supplies from the PRWC via the Southeast Wellfield Project. Polk County must design and construct a receiving station to facilitate the re-pumping to an AWS system in its Northeast Regional Utility Service Area (NERUSA).

**PROJECT DESCRIPTION:** The Grantee will complete the design of an alternative water supply storage and repump facility. The station will include an approximately 1 MGD storage tank, pumps, chemical feed, electrical equipment, generator, and associated equipment. This project includes land acquisition, designs, and permitting for the new facility.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

## Project No. 7 - Southeast Wellfield Lower Floridian Aquifer Project

**PROJECT BACKGROUND:** The Polk Regional Water Cooperative (PRWC) exists within the Central Florida Water Initiative area, a region of Florida identified as being limited in traditional water supply. This project is intended to help meet growing demands by utilizing the deep, lower Floridan, brackish aquifer as a source. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

**PROJECT DESCRIPTION:** The Grantee will acquire property or right of way for a 15 MGD reverse osmosis treatment facility, approximately 66 miles of transmission piping, and approximately 10 miles of raw water main and associated raw water wells. Legal fees may also be incurred as a part of this process.

**TASKS:** All documentation will be submitted electronically unless otherwise indicated.

### Task 1: Land Acquisition

**Deliverables:** The Grantee will acquire fee simple or less-than-fee simple interest on properties within the service areas of the PRWC. Costs related to pre-acquisition and acquisition will be reimbursable. the property interests will be held by Polk County, to be transferred by the Grantee after the acquisition is complete. The Grantee will complete the following:

- Project 1: Land acquisition of the raw water wells, wastewater plant, and pipeline for a 2.5 MGD facility.
- Project 6: Land acquisition for an alternative water supply storage and repump facility.
- Project 7: Land acquisition for a wastewater treatment facility, pipeline, and raw water wells for a 15 MGD facility.

**Documentation:** The Grantee will submit: 1) copies of all appraisals; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest, as applicable.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement at the conclusion of the task.

**Task 2: Preconstruction Activities**

**Deliverables:** The Grantee will complete the following:

- Project 2: Design of the Eagle Lake wastewater pumping station and FDEP permit renewal.
- Project 3: Design of the Winter Haven Area 6A and Boggy Bottom Area public collection system.
- Project 4: Design of an expansion of Frostproof's rapid infiltration basin (RIB) system for effluent disposal.
- Project 5: Evaluation of the flow and water quality characteristics for the Winter Haven ASR wellfield.
- Project 6: Preliminary design report and design of the Polk County AWS receiving facilities.

**Documentation:** The Grantee will submit:1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of preconstruction activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities. The Grantee will also submit the following:

- Project 2: Construction plans and renewed permit for the Eagle Lake wastewater pumping station.
- Project 3: Construction plans for the 6A and Boggy Bottom Area public collection system.
- Project 4: Construction plans for a pretreatment/headworks system.
- Project 5: Draft and final summary memoranda of the flow and water quality characteristics, local hydrogeology, and well options; Class V well construction permit application.
- Project 6: Preliminary design report, 60% design documents, 90% design documents for the Polk County AWS receiving facilities.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

**Task 3: Bidding and Contractor Selection**

**Deliverables:** The Grantee will complete the following:

- Project 2: Bidding documents for the Eagle Lake wastewater pump station.
- Project 4: City of Frostproof bidding documents for the headworks and RIB improvements.
- Project 6: Polk County AWS receiving facility bid documents.

**Documentation:** The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Task 4: Construction**

**Deliverables:** The Grantee will construct the following items in accordance with the construction contract documents.

- Project 2: City of Eagle Lake wastewater pumping station.
- Project 3: City of Winter Haven sewer collection system.
- Project 4: City of Frostproof headworks and RIB improvements.
- Project 5: City of Winter Haven ASR well construction.

**Documentation:** The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

| Task No. | Task Title | Budget Category | Grant Amount | Task Start Date | Task End Date |
|---|---|---|---|---|---|
| 1 | Land Acquisition | Land Acquisition | $122,052 [1] | 07/01/2019 | 06/30/2024 |
| | | | $1,477,557 | 07/01/2021 | 06/30/2024 |
| | | | $6,983,936 | 07/01/2022 | 06/30/2024 |
| 2 | Preconstruction Activities | Contractual Services | $730,268 | 07/01/2021 | 06/30/2024 |
| 3 | Bidding and Contractor Selection | Contractual Services | $400,000 | 07/01/2021 | 06/30/2024 |
| 4 | Construction | Contractual Services | $4,227,175 | 07/01/2021 | 06/30/2024 |
| | | Miscellaneous/ Other Expenses | $165,000 | 07/01/2021 | 06/30/2024 |
| | | Total: | $14,105,988 | | |

[1]$122,052 of funding provided under Line Item 1657A of the FY19-20 General Appropriations Act will go toward Land Acquisition for Project 1. The remaining funding in this Task may go toward Land Acquisition for Projects 1, 6, or 7.

Note that, per Section 8.h. of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Revised Special Audit Requirements**
**(State and Federal Financial Assistance)**

**Attachment 5-1**

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

**PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

**PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

| **Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

| | | |
|---|---|---|
| **Federal Program A** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |
| **Federal Program B** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |



BGS-DEP 55-215
Revised 7/2019

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

| **State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| **Federal Program B** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

| **State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:** | | | | | | |
|---|---|---|---|---|---|---|
| **State Program A** | State Awarding Agency | State Fiscal Year[1] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| Original Agreement | Florida Department of Environmental Protection | 2019-2020 | 37.039 | Statewide Surface Restoration and Wastewater Projects | $122,052 | 140047 |
| Original Agreement | Florida Department of Environmental Protection | 2021-2022 | 37.039 | Statewide Surface Restoration and Wastewater Projects | $7,000,000 | 140047 |
| Amendment No. 1 | Florida Department of Environmental Protection | 2022-2023 | 37.039 | Statewide Surface Restoration and Wastewater Projects | $6,983,936 | 140047 |
| **State Program B** | State Awarding Agency | State Fiscal Year[2] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |

| | | |
|---|---|---|
| Total Award | $14,105,988 | |

*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

# Exhibit C-2

**AMENDMENT NO. 2**
**TO AGREEMENT NO. LPA0212**
**BETWEEN**
**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**AND**
**POLK REGIONAL WATER COOPERATIVE**

This Amendment to Agreement No. LPA0212 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Polk Regional Water Cooperative (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability (Project), effective July 28, 2022; and,

WHEREAS, $7,146,500 in additional funding for this Project is provided under Line Item 1705A of the 2023-2024 General Appropriations Act; and the total funding for this Agreement is now $21,252,488; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1705A of the 2023-2024 General Appropriations Act begins on July 1, 2023; and,

WHEREAS, the Grantee has requested a revision in the scope of work and a budget reallocation for the Project; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2025. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

| **Total Amount of Funding:** | **Funding Source?** | **Award #s or Line Item Appropriations:** | **Amount per Source(s):** |
|---|---|---|---|
| $21,252,488 | ☑ State ☐ Federal | LP, GAA LI 1657A, FY 19-20, GR | $122,052 |
| | ☑ State ☐ Federal | LP, GAA LI 1607A, FY 21-22, GR | $7,000,000 |
| | ☑ State ☐ Federal | LP, GAA LI 1665A, FY 22-23, GR | $6,983,936 |
| | ☑ State ☐ Federal | LP, GAA LI 1705A, FY 23-24, GR | $7,146,500 |
| | ☐ Grantee Match | | |
| | | **Total Amount of Funding + Grantee Match, if any:** | $21,252,488 |

3. The following is hereby added to Attachment 1 as Section 8.k.:

   State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

   i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
   ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

4. Attachment 3-1, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.

5. Attachment 5-1, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-2, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-2, Revised Special Audit Requirements.

6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

POLK REGIONAL WATER COOPERATIVE

By: _____
Authorized Signature

Eric DeHaven, Executive Director
Print Name and Title

Date: 9/28/2023

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

Nathan Jagoda
Digitally signed by Nathan Jagoda
Date: 2023.09.29 16:30:56 -04'00'

Nathan Jagoda, DEP Grant Manager

_____
Michael Barr, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

| Specify Type | Letter/ Number | Description |
|---|---|---|
| Attachment | 3-2 | Revised Grant Work Plan |
| Attachment | 5-2 | Revised Special Audit Requirements |

**ATTACHMENT 3-2**
**REVISED GRANT WORK PLAN**

**PROJECT TITLE:** Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability

**PROJECT LOCATION:** The Project will be located within the service areas of the Polk Regional Water Cooperative (PRWC) (Grantee). The PRWC is made up of Polk County and 15 municipalities. The County seat is located in Bartow, Florida; with an approximate Lat/Long of 27.8940, -81.8512.

**PROJECT BACKGROUND:** In 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida). The Act statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state's interest.

For the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so that they may be considered for state funding. These funds were awarded to PRWC (Grantee); the following entities will work in conjunction with the Grantee on this project: Polk City, City of Eagle Lake, City of Winter Haven, City of Frostproof, Polk County.

**Project No. 1 - PRWC West Polk Wellfield Lower Floridan Aquifer Project**

**PROJECT BACKGROUND:** In order to meet growing water demands, the PRWC determined that multiple projects would be required to meet future demands. The West Polk project, which would utilize the deep, lower Floridan, brackish aquifer as a source, would serve as one project which could help meet demands in western Polk County. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

**PROJECT DESCRIPTION:** The Grantee will complete a well testing program and designs for a reverse osmosis treatment facility and associated piping to serve numerous communities in western Polk County. This Project includes acquisition of land for the testing and the construction of the raw water wellfield. This project also includes acquisition of land for the water production facility, injection wells, and pipeline alignments. Legal fees may also be incurred as a part of this process.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

**Project No. 2 Eagle Lake Wastewater Pump Station Replacement Project**

**PROJECT BACKGROUND:** Lake McLeod and Eagle Lake exist within the Peace Creek Watershed, in which there is a TMDL for fecal coliform. The City of Eagle Lake plans to replace two wastewater pumping stations to prevent failures which have the potential to overflow sewage into the lakes.

**PROJECT DESCRIPTION:** The Grantee will complete the construction plan revision, bid document revisions, bidding and contractor selection, and the construction of two wastewater pumping stations and installation of emergency generators to replace aging existing pumping stations, one located at a park near Eagle Lake and one located in a low elevation area adjacent to Lake McLeod.

## Project No. 3 - Winter Haven Septic to Sewer Program

**PROJECT BACKGROUND:** Nearly half of the 50 lakes in Winter Haven are on the impaired list for water quality due in part to septic tank loading. The City of Winter Haven serves a population of approximately 74,675, which includes 14,070 residences that are on septic systems. This project will design, permit and construct the first remediation area from the priority list identified in the Septic to Sewer Master Plan completed in January 2021. The Septic to Sewer Master Plan prioritizes and will subsequently eliminate some of the septic tank discharges by converting septic tanks to central sewer in a very high recharge area. The City of Winter Haven has completed a Septic to Sewer Master Plan in January 2021 which recommends priority areas for the conversion to sewer.

**PROJECT DESCRIPTION:** The Grantee will complete the design, permitting, and bidding services for a new public collection system, as well as on-site private septic system evaluations, connections to the new collection system, and septic tank decommissioning for approximately 125 residential and commercial accounts around East Lake Hartridge and US 17. They will also complete the construction of the collection system within the right-of-way in Remediation Area 6A and Boggy Bottom Area.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

## Project No. 4 - Frostproof Wastewater System Upgrades

**PROJECT BACKGROUND:** The City of Frostproof has prepared 90% design plans and technical specifications for the planned construction of a pretreatment/headworks system at its wastewater treatment plant. The City is also in the process of designing the expansion of its rapid infiltration basin (RIB) system for effluent disposal.

**PROJECT DESCRIPTION:** The Grantee will complete the design and construction of all components for the headworks, including the control panel, screen, compactor, grit system, stairs/walkway sensor, delivery, startup, training, permitting, and construction administration, as well as the design and construction of a rapid infiltration basin expansion and emergency generators for the lift station.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

## Project No. 5 - Winter Haven ASR Wellfield

**PROJECT BACKGROUND:** The Winter Haven area is the headwaters for the Peace River which flows to Charlotte Harbor. This project is part of a larger One Water Master Plan to create green infrastructure projects, which provide water supply, water quality, flooding and natural system restoration. This project involves the design and construction of an aquifer storage and recovery (ASR) wellfield which would take excess surface water flow during flood events, store it in the lower Floridan aquifer, and then recover the water during drought events.

**PROJECT DESCRIPTION:** The Grantee will complete the design and construction of a roughly 1.5 MGD ASR well system to store excess water from the Peace Creek System for beneficial use, including a report on the Flow and Water Quality Data Summary and Analysis of available water sources and quantities and characterize water quality to determine treatment requirements, local hydrogeology, area features, and regulatory reviews, and well options screening evaluations.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

## Project No. 6 - Polk County AWS Receiving Facilities

**PROJECT BACKGROUND:** Polk County is a member of the PRWC and will receive regional alternative water supplies from the PRWC via the Southeast Wellfield Project. Polk County must design and construct a receiving station to facilitate the re-pumping to an AWS system in its Northeast Regional Utility Service Area (NERUSA).

**PROJECT DESCRIPTION:** The Grantee will complete the design of an alternative water supply storage and repump facility. The station will include an approximately 1 MGD storage tank, pumps, chemical feed, electrical equipment, generator, and associated equipment. This project includes land acquisition, designs, and permitting for the new facility.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

## Project No. 7 - Southeast Wellfield Lower Floridian Aquifer Project

**PROJECT BACKGROUND:** The Polk Regional Water Cooperative (PRWC) exists within the Central Florida Water Initiative area, a region of Florida identified as being limited in traditional water supply. This project is intended to help meet growing demands by utilizing the deep, lower Floridan, brackish aquifer as a source. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

**PROJECT DESCRIPTION:** The Grantee will acquire property or right of way for a 15 MGD reverse osmosis treatment facility, approximately 61 miles of transmission piping, and approximately 10 miles of raw water main and associated raw water wells. Legal fees may also be incurred as a part of this process.

## Project No. 8 – Demand Management Plan Project

**PROJECT BACKGROUND:** Building on the recommendations memorialized in the 2020 Demand Management Plan, PRWC members are implementing conservation measures intended to lower potable demands by up to 5 MGD by 2040 through active conservation measures. This project will support those efforts, which are critical to compliance with the Central Florida Water Initiative Rulemaking and protecting the natural resources of the county. Example programs include low-flow toilet vouchers, irrigation audits, and conservation kits.

**PROJECT DESCRIPTION:** The Grantee will implement rebates for water-savings devices and irrigation evaluations to encourage residential water conservation.

**TASKS:** All documentation will be submitted electronically unless otherwise indicated.

### Task 1: Land Acquisition

**Deliverables:** The Grantee will acquire fee simple or less-than-fee simple interest on properties within the service areas of the PRWC. Costs related to pre-acquisition and acquisition will be reimbursable. The property interests will be held by PRWC after the acquisition is complete. The Grantee will complete the following:

- Project 1: Land acquisition of the raw water wells, water plant, and pipeline for a 2.5 MGD facility.
- Project 6: Land acquisition for an alternative water supply storage and repump facility.

- Project 7: Land acquisition for a water treatment facility, pipeline, and raw water wells for a 15 MGD facility.

**Documentation:** The Grantee will submit: 1) copies of all appraisals or written justification for why there is not an appraisal, as applicable; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest, as applicable.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Task 2: Preconstruction Activities**

**Deliverables:** The Grantee will complete the following:

- Project 2: Design of the Eagle Lake wastewater pumping station and FDEP permit renewal.
- Project 3: Design of the Winter Haven Area 6A and Boggy Bottom Area public collection system.
- Project 4: Design of an expansion of Frostproof's rapid infiltration basin (RIB) system for effluent disposal.
- Project 5: Evaluation of the flow and water quality characteristics for the Winter Haven ASR wellfield.
- Project 6: Preliminary design report and design of the Polk County AWS receiving facilities.

**Documentation:** The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of preconstruction activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities. The Grantee will also submit the following:

- Project 2: Construction plans and renewed permit for the Eagle Lake wastewater pumping station.
- Project 3: Construction plans for the 6A and Boggy Bottom Area public collection system.
- Project 4: Construction plans for a pretreatment/headworks system.
- Project 5: Draft and final summary memoranda of the flow and water quality characteristics, local hydrogeology, and well options; Class V well construction permit application.
- Project 6: Preliminary design report, 60% design documents, 90% design documents for the Polk County AWS receiving facilities.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Task 3: Bidding and Contractor Selection**

**Deliverables:** The Grantee will complete the following:

- Project 2: Bidding documents for the Eagle Lake wastewater pump station.
- Project 4: City of Frostproof bidding documents for the headworks and RIB improvements.
- Project 6: Polk County AWS receiving facility bid documents.

**Documentation:** The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Task 4: Construction**

**Deliverables:** The Grantee will construct the following items in accordance with the construction contract documents.

- Project 2: City of Eagle Lake wastewater pumping station.
- Project 3: City of Winter Haven sewer collection system.
- Project 4: City of Frostproof headworks and RIB improvements.
- Project 5: City of Winter Haven ASR well construction.

**Documentation:** The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Task 5: Conservation Incentives**

**Deliverables:** The Grantee (in cooperation with PRWC member governments) will provide rebates or contract services to eligible recipients for approximately 600 existing homes across Polk County for the purchase and/or installation of water saving technologies including some combination of the following: landscape and irrigation audits, rain sensors and smart controllers, toilet replacement rebates, and conservation kits for inside and outside the home. Completion of work will be through a combination of installation and rebates to consumers. The Grantee will complete the following:

- Project 8: Implementation of rebates for water-saving devices and irrigation audits.

**Documentation:** The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) summary with a brief description of the work completed to date; 3) a list of addresses and types of the participating properties; and 4) proof of payments for item(s) installed and/or supplied, as evidenced by copies of invoices or rebate forms, as applicable.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

| Task No. | Task Title | Budget Category | Grant Amount | Task Start Date | Task End Date |
|---|---|---|---|---|---|
| 1 | Land Acquisition | Land Acquisition | $122,052 [1] | 07/01/2019 | 06/30/2025 |
| | | | $1,727,557 | 07/01/2021 | 06/30/2025 |
| | | | $6,983,936 | 07/01/2022 | 06/30/2025 |
| | | | $7,071,500 | 07/01/2023 | 06/30/2025 |
| 2 | Preconstruction Activities | Contractual Services | $877,116 | 07/01/2021 | 06/30/2025 |
| 3 | Bidding and Contractor Selection | Contractual Services | $65,000 | 07/01/2021 | 06/30/2025 |
| 4 | Construction | Contractual Services | $4,165,327 | 07/01/2021 | 06/30/2025 |
| | | Miscellaneous/ Other Expenses | $165,000 | 07/01/2021 | 06/30/2025 |
| 5 | Conservation Incentives | Contractual Services | $75,000 | 07/01/2023 | 06/30/2025 |
| | | Total: | $21,252,488 | | |

[1]$122,052 of funding provided under Line Item 1657A of the FY19-20 General Appropriations Act will go toward Land Acquisition for Project 1. The remaining funding in this Task may go toward Land Acquisition for Projects 1, 6, or 7.

Note that, per Section 8.h. of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Revised Special Audit Requirements**
**(State and Federal Financial Assistance)**

**Attachment 5-2**

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

**PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

**PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

| **Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

| | | |
|---|---|---|
| **Federal Program A** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |
| **Federal Program B** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |



BGS-DEP 55-215
Revised 7/2019

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

| **State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| **Federal Program B** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

| **State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:** | | | | | | |
|---|---|---|---|---|---|---|
| **State Program A** | State Awarding Agency | State Fiscal Year[1] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| Original Agreement | Florida Department of Environmental Protection | 2019-2020 | 37.039 | Statewide Surface Restoration and Wastewater Projects | $122,052 | 140047 |
| Original Agreement | Florida Department of Environmental Protection | 2021-2022 | 37.039 | Statewide Water Quality Restoration Projects | $7,000,000 | 140047 |
| Amendment No. 1 | Florida Department of Environmental Protection | 2022-2023 | 37.039 | Statewide Water Quality Restoration Projects | $6,983,936 | 140047 |
| Amendment No. 2 | Florida Department of Environmental Protection | 2023-2024 | 37.039 | Statewide Water Quality Restoration Projects | $7,146,500 | 140047 |
| **State Program B** | State Awarding Agency | State Fiscal Year[2] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |

| | | |
|---|---|---|
| Total Award | $21,252,488 | |

*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

# Exhibit C-3

**AMENDMENT NO. 3**
**TO AGREEMENT NO. LPA0212**
**BETWEEN**
**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**AND**
**POLK REGIONAL WATER COOPERATIVE**

This Amendment to Agreement No. LPA0212 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Polk Regional Water Cooperative (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability (Project), effective July 28, 2022; and,

WHEREAS, $1,310,187.00 in additional funding for this Project is provided under Line Item 1732A of the 2024-2025 General Appropriations Act; and the total funding for this Agreement is now $22,562,675.00; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1732A of the 2024-2025 General Appropriations Act begins on July 1, 2024; and,

WHEREAS, the Grantee has requested a revision in the scope of work and a budget reallocation for the Project; and,

WHEREAS, the Grantee has requested to add a new task to the Grant Work Plan; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

| Total Amount of Funding: | Funding Source? | Award #s or Line Item Appropriations: | Amount per Source(s): |
|---|---|---|---|
| $22,562,675 | ☑ State ☐ Federal | LP, GAA LI 1657A, FY 19-20, GR | $122,052 |
| | ☑ State ☐ Federal | LP, GAA LI 1607A, FY 21-22, GR | $7,000,000 |
| | ☑ State ☐ Federal | LP, GAA LI 1665A, FY 22-23, GR | $6,983,936 |
| | ☑ State ☐ Federal | LP, GAA LI 1705A, FY 23-24, GR | $7,146,500 |
| | ☑ State ☐ Federal | LP, GAA LI 1732A, FY 24-25, GR | $1,310,187 |
| | ☐ Grantee Match | | |
| | | **Total Amount of Funding + Grantee Match, if any:** | $22,562,675 |

3. Attachment 3-2, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-3, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-3, Revised Grant Work Plan.

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4. Attachment 5-2, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-3, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-3, Revised Special Audit Requirements.

5. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.

6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

POLK REGIONAL WATER COOPERATIVE

By: _____
Authorized Signature

Eric DeHaven, Executive Director
Print Name and Title

Date: 11/20/2024

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

Nathan Jagoda
Digitally signed by Nathan Jagoda
Date: 2024.11.21 10:58:44 -05'00'
Nathan Jagoda, DEP Grant Manager

_____
Michael Barr, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

| Specify Type | Letter/ Number | Description |
|---|---|---|
| Attachment | 3-3 | Revised Grant Work Plan |
| Attachment | 5-3 | Revised Special Audit Requirements |
| Exhibit | A-1 | Progress Report Form |

**ATTACHMENT 3-3**
**REVISED GRANT WORK PLAN**

**PROJECT TITLE:** Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability

**PROJECT LOCATION:** The Project will be located within the service areas of the Polk Regional Water Cooperative (PRWC) (Grantee). The PRWC is made up of Polk County and 15 municipalities. The County seat is located in Bartow, Florida; with an approximate Lat/Long of 27.8940, -81.8512.

**PROJECT BACKGROUND:** In 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida). The Act statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state's interest.

For the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so that they may be considered for state funding. These funds were awarded to PRWC (Grantee); the following entities will work in conjunction with the Grantee on this project: Polk City, City of Eagle Lake, City of Winter Haven, City of Frostproof, Polk County.

**Project No. 1 - PRWC West Polk Wellfield Lower Floridan Aquifer Project**

**PROJECT BACKGROUND:** In order to meet growing water demands, the PRWC determined that multiple projects would be required to meet future demands. The West Polk project, which would utilize the deep, lower Floridan, brackish aquifer as a source, would serve as one project which could help meet demands in western Polk County. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

**PROJECT DESCRIPTION:** The Grantee will complete a well testing program and designs for a reverse osmosis treatment facility and associated piping to serve numerous communities in western Polk County. This Project includes acquisition of land for the testing and the construction of the raw water wellfield. This project also includes acquisition of land for the water production facility, injection wells, and pipeline alignments. Legal fees may also be incurred as a part of this process.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

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## Project No. 2 Eagle Lake Wastewater Pump Station Replacement Project

**PROJECT BACKGROUND:** Lake McLeod and Eagle Lake exist within the Peace Creek Watershed, in which there is a TMDL for fecal coliform. The City of Eagle Lake plans to replace two wastewater pumping stations to prevent failures which have the potential to overflow sewage into the lakes.

**PROJECT DESCRIPTION:** The Grantee will complete the construction plan revision, bid document revisions, bidding and contractor selection, and the construction of two wastewater pumping stations and installation of emergency generators to replace aging existing pumping stations, one located at a park near Eagle Lake and one located in a low elevation area adjacent to Lake McLeod.

## Project No. 3 - Winter Haven Septic to Sewer Program

**PROJECT BACKGROUND:** Nearly half of the 50 lakes in Winter Haven are on the impaired list for water quality due in part to septic tank loading. The City of Winter Haven serves a population of approximately 74,675, which includes 14,070 residences that are on septic systems. This project will design, permit and construct the first remediation area from the priority list identified in the Septic to Sewer Master Plan completed in January 2021. The Septic to Sewer Master Plan prioritizes and will subsequently eliminate some of the septic tank discharges by converting septic tanks to central sewer in a very high recharge area. The City of Winter Haven has completed a Septic to Sewer Master Plan in January 2021 which recommends priority areas for the conversion to sewer.

**PROJECT DESCRIPTION:** The Grantee will complete the design, permitting, and bidding services for a new public collection system, as well as on-site private septic system evaluations, connections to the new collection system, and septic tank decommissioning for approximately 125 residential and commercial accounts around East Lake Hartridge and US 17. They will also complete the construction of the collection system within the right-of-way in Remediation Area 6A and Boggy Bottom Area.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

## Project No. 4 - Frostproof Wastewater System Upgrades

**PROJECT BACKGROUND:** The City of Frostproof has prepared 90% design plans and technical specifications for the planned construction of a pretreatment/headworks system at its wastewater treatment plant. The City is also in the process of designing the expansion of its rapid infiltration basin (RIB) system for effluent disposal.

**PROJECT DESCRIPTION:** The Grantee will complete the design and construction of all components for the headworks, including the control panel, screen, compactor, grit system, stairs/walkway sensor, delivery, startup, training, permitting, and construction administration, as well as the design and construction of a rapid infiltration basin expansion and emergency generators for the lift station. The Grantee is anticipating to directly purchase the following materials:

- One 56 KW Generator and associated installation costs.
- One 30 KW Generator and associated installation costs.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

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## Project No. 5 - Winter Haven ASR Wellfield

**PROJECT BACKGROUND:** The Winter Haven area is the headwaters for the Peace River which flows to Charlotte Harbor. This project is part of a larger One Water Master Plan to create green infrastructure projects, which provide water supply, water quality, flooding and natural system restoration. This project involves the design and construction of an aquifer storage and recovery (ASR) wellfield which would take excess surface water flow during flood events, store it in the lower Floridan aquifer, and then recover the water during drought events.

**PROJECT DESCRIPTION:** The Grantee will complete the design and construction of a roughly 1.5 MGD ASR well system to store excess water from the Peace Creek System for beneficial use, including a report on the Flow and Water Quality Data Summary and Analysis of available water sources and quantities and characterize water quality to determine treatment requirements, local hydrogeology, area features, and regulatory reviews, and well options screening evaluations.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

## Project No. 6 - Polk County AWS Receiving Facilities

**PROJECT BACKGROUND:** Polk County is a member of the PRWC and will receive regional alternative water supplies from the PRWC via the Southeast Wellfield Project. Polk County must design and construct a receiving station to facilitate the re-pumping to an AWS system in its Northeast Regional Utility Service Area (NERUSA).

**PROJECT DESCRIPTION:** The Grantee will complete the design of an alternative water supply storage and repump facility. The station will include an approximately 1 MGD storage tank, pumps, chemical feed, electrical equipment, generator, and associated equipment. This project includes land acquisition, designs, and permitting for the new facility.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

## Project No. 7 - Southeast Wellfield Lower Floridian Aquifer Project

**PROJECT BACKGROUND:** The Polk Regional Water Cooperative (PRWC) exists within the Central Florida Water Initiative area, a region of Florida identified as being limited in traditional water supply. This project is intended to help meet growing demands by utilizing the deep, lower Floridan, brackish aquifer as a source. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

**PROJECT DESCRIPTION:** The Grantee will acquire property or right of way for a 15 MGD reverse osmosis treatment facility, approximately 66 miles of transmission piping, and approximately 10 miles of raw water main and associated raw water wells. Legal fees may also be incurred as a part of this process.

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## Project No. 8 – Demand Management Plan Project

**PROJECT BACKGROUND:** Building on the recommendations memorialized in the 2020 Demand Management Plan, PRWC members are implementing conservation measures intended to lower potable demands by up to 5 MGD by 2040 through active conservation measures. This project will support those efforts, which are critical to compliance with the Central Florida Water Initiative Rulemaking and protecting the natural resources of the county. Example programs include low-flow toilet vouchers, irrigation audits, and conservation kits.

**PROJECT DESCRIPTION:** The Grantee will implement rebates for water-savings devices and irrigation evaluations to encourage residential water conservation.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated, and should be submitted prior to the expiration of the grant agreement.

### Task 1: Land Acquisition

**Deliverables:** The Grantee will acquire fee simple or less-than-fee simple interest on properties within the service areas of the PRWC. Costs related to pre-acquisition and acquisition will be reimbursable. The property interests will be held by PRWC after the acquisition is complete. The Grantee will complete the following:

- Project 1: Land acquisition of the raw water wells, wastewater plant, and pipeline for a 2.5 MGD facility.
- Project 6: Land acquisition for an alternative water supply storage and repump facility.
- Project 7: Land acquisition for a wastewater treatment facility, pipeline, and raw water wells for a 15 MGD facility.

**Documentation:** The Grantee will submit: 1) copies of all appraisals or written justification for why there is not an appraisal, as applicable; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest, as applicable.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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**Task 2: Preconstruction Activities**

**Deliverables:** The Grantee will complete the following:

- Project 2: Design of the Eagle Lake wastewater pumping station and FDEP permit renewal.
- Project 3: Design of the Winter Haven Area 6A and Boggy Bottom Area public collection system.
- Project 4: Design of an expansion of Frostproof's rapid infiltration basin (RIB) system for effluent disposal.
- Project 5: Evaluation of the flow and water quality characteristics for the Winter Haven ASR wellfield.
- Project 6: Preliminary design report and design of the Polk County AWS receiving facilities.

Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

**Documentation:** The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task. The Grantee will also submit the following:

- Project 2: Construction plans and renewed permit for the Eagle Lake wastewater pumping station.
- Project 3: Construction plans for the 6A and Boggy Bottom Area public collection system.
- Project 4: Construction plans for a pretreatment/headworks system.
- Project 5: Draft and final summary memoranda of the flow and water quality characteristics, local hydrogeology, and well options; Class V well construction permit application.
- Project 6: Preliminary design report and design documents for the Polk County AWS receiving facilities.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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**Task 3: Bidding and Contractor Selection**

**Deliverables:** The Grantee will complete the following:

- Project 2: Bidding documents for the Eagle Lake wastewater pump station.
- Project 4: City of Frostproof bidding documents for the headworks and RIB improvements.
- Project 6: Polk County AWS receiving facility bid documents.

**Documentation:** The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Task 4: Construction**

**Deliverables:** The Grantee will construct the following items in accordance with the construction contract documents.

- Project 2: City of Eagle Lake wastewater pumping station.
- Project 3: City of Winter Haven sewer collection system.
- Project 4: City of Frostproof headworks and RIB improvements.
- Project 5: City of Winter Haven ASR well construction.

**Documentation:** The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Budget Narrative:** The Miscellaneous/other expenses budget category for this task will be used solely for the direct purchase and installation of generators for the Frostproof Wastewater System Upgrades project.

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**Task 5: Conservation Incentives**

**Deliverables:** The Grantee (in cooperation with PRWC member governments) will provide rebates or contract services to eligible recipients for approximately 600 existing homes across Polk County for the purchase and/or installation of water saving technologies including some combination of the following: landscape and irrigation audits, rain sensors and smart controllers, toilet replacement rebates, and conservation kits for inside and outside the home. Completion of work will be through a combination of installation and rebates to consumers. The Grantee will complete the following:

- Project 8: Implementation of rebates for water-saving devices and irrigation audits.

**Documentation:** The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) summary with a brief description of the work completed to date; 3) a list of addresses and types of the participating properties; and 4) proof of payments for item(s) installed and/or supplied, as evidenced by copies of invoices or rebate forms, as applicable.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Task 6: Project Management**

**Deliverables:** The Grantee will provide project management services related to Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

- Project 4: Project management services for the Frostproof Wastewater System Upgrades project.

**Documentation:** The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

| Task No. | Task Title | Budget Category | Grant Amount | Task Start Date | Task End Date |
|---|---|---|---|---|---|
| 1 | Land Acquisition | Land Acquisition | $122,052 [1] | 07/01/2019 | 06/30/2026 |
| | | | $1,727,557 | 07/01/2021 | 06/30/2026 |
| | | | $6,983,936 | 07/01/2022 | 06/30/2026 |
| | | | $7,071,500 | 07/01/2023 | 06/30/2026 |
| | | | $1,235,187 | 07/01/2024 | 06/30/2026 |
| 2 | Preconstruction Activities | Contractual Services | $826,198 | 07/01/2021 | 06/30/2026 |
| 3 | Bidding and Contractor Selection | Contractual Services | $118,342 | 07/01/2021 | 06/30/2026 |
| 4 | Construction | Contractual Services | $3,964,430 | 07/01/2021 | 06/30/2026 |
| | | Miscellaneous/ Other Expenses | $216,647 | 07/01/2021 | 06/30/2026 |
| 5 | Conservation Incentives | Contractual Services | $150,000 | 07/01/2023 | 06/30/2026 |
| 6 | Project Management | Contractual Services | $146,826 | 07/01/2021 | 06/30/2026 |
| | | Total: | $22,562,675 | | |

[1]$122,052 of funding provided under Line Item 1657A of the FY19-20 General Appropriations Act will go toward Land Acquisition for Project 1. The remaining funding in this Task may go toward Land Acquisition for Projects 1, 6, or 7.

Note that, per Section 8.h. of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Revised Special Audit Requirements**
**(State and Federal Financial Assistance)**

**Attachment 5-3**

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

**PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

**PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

| **Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

| | | |
|---|---|---|
| **Federal Program A** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |
| **Federal Program B** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |



BGS-DEP 55-215
Revised 7/2019

1298

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

| **State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

| **State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:** | | | | | | |
|---|---|---|---|---|---|---|
| **State Program A** | State Awarding Agency | State Fiscal Year[1] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| Original Agreement | Florida Department of Environmental Protection | 2019-2020 | 37.039 | Statewide Surface Restoration and Wastewater Projects | $122,052 | 140047 |
| Original Agreement | Florida Department of Environmental Protection | 2021-2022 | 37.039 | Statewide Water Quality Restoration Projects | $7,000,000 | 140047 |
| Amendment No. 1 | Florida Department of Environmental Protection | 2022-2023 | 37.039 | Statewide Water Quality Restoration Projects | $6,983,936 | 140047 |
| Amendment No. 2 | Florida Department of Environmental Protection | 2023-2024 | 37.039 | Statewide Water Quality Restoration Projects | $7,146,500 | 140047 |
| Amendment No. 3 | Florida Department of Environmental Protection | 2024-2025 | 37.039 | Statewide Water Quality Restoration Projects | $1,310,187 | 140047 |
| **State Program B** | State Awarding Agency | State Fiscal Year[2] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |
| | | | | | | |

| | | |
|---|---|---|
| Total Award | $22,562,675 | |

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-1**
**Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**AMENDMENT NO. 4**
**TO AGREEMENT NO. LPA0212**
**BETWEEN**
**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**AND**
**POLK REGIONAL WATER COOPERATIVE**

This Amendment to Agreement No. LPA0212 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Polk Regional Water Cooperative (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability (Project), effective July 28, 2022; and,

WHEREAS, $1,560,167.00 in additional funding for this Project is provided under Line Item 1555 of the 2025-2026 General Appropriations Act; and the total funding for this Agreement is now $24,122,842.00; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1555 of the 2025-2026 General Appropriations Act begins on July 1, 2025; and,

WHEREAS, the Grantee has requested a revision in the scope of work and a budget reallocation for the Project; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2027. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

| Total Amount of Funding: | Funding Source? | Award #s or Line Item Appropriations: | Amount per Source(s): |
|---|---|---|---|
| $24,122,842 | ☑ State ☐ Federal | LP, GAA LI 1657A, FY 19-20, GR | $122,052 |
| | ☑ State ☐ Federal | LP, GAA LI 1607A, FY 21-22, GR | $7,000,000 |
| | ☑ State ☐ Federal | LP, GAA LI 1665A, FY 22-23, GR | $6,983,936 |
| | ☑ State ☐ Federal | LP, GAA LI 1705A, FY 23-24, GR | $7,146,500 |
| | ☑ State ☐ Federal | LP, GAA LI 1732A, FY 24-25, GR | $1,310,187 |
| | ☑ State ☐ Federal | LP, GAA LI 1555, FY 25-26, WPSPTF | $1,560,167 |
| | ☐ Grantee Match | | |
| **Total Amount of Funding + Grantee Match, if any:** | | | $24,122,842 |

3. Attachment 3-3, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-4, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-4, Revised Grant Work Plan.

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4. Attachment 5-3, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-4, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-4, Revised Special Audit Requirements.

5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

POLK REGIONAL WATER COOPERATIVE

By: _____
Authorized Signature

Eric DeHaven, Executive Director
Print Name and Title

Date: 11/14/2025

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Angela Knecht Digitally signed by Angela Knecht Date: 2025.11.21 16:19:04 -05'00'
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

Nathan Jagoda Digitally signed by Nathan Jagoda Date: 2025.11.21 14:18:12 -05'00'
Nathan Jagoda, DEP Grant Manager

Michael Barr Digitally signed by Michael Barr Date: 2025.11.21 16:02:55 -05'00'
Michael Barr, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

| Specify Type | Letter/ Number | Description |
|---|---|---|
| Attachment | 3-4 | Revised Grant Work Plan |
| Attachment | 5-4 | Revised Special Audit Requirements |

**ATTACHMENT 3-4**
**REVISED GRANT WORK PLAN**

**PROJECT TITLE:** Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability

**PROJECT LOCATION:** The Project will be located within the service areas of the Polk Regional Water Cooperative (PRWC) (Grantee). The PRWC is made up of Polk County and 15 municipalities. The County seat is located in Bartow, Florida; with an approximate Lat/Long of 27.8940, -81.8512.

**PROJECT BACKGROUND:** In 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida). The Act statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state's interest.

For the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so that they may be considered for state funding. These funds were awarded to PRWC (Grantee); the following entities will work in conjunction with the Grantee on this project: Polk City, City of Eagle Lake, City of Winter Haven, City of Frostproof, Polk County.

**Project No. 1 - PRWC West Polk Wellfield Lower Floridan Aquifer Project**

**PROJECT BACKGROUND:** In order to meet growing water demands, the PRWC determined that multiple projects would be required to meet future demands. The West Polk project, which would utilize the deep, lower Floridan, brackish aquifer as a source, would serve as one project which could help meet demands in western Polk County. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

**PROJECT DESCRIPTION:** The Grantee will complete a well testing program and designs for a reverse osmosis treatment facility and associated piping to serve numerous communities in western Polk County. This Project includes acquisition of land for the testing and the construction of the raw water wellfield. This project also includes acquisition of land for the water production facility, injection wells, and pipeline alignments. Legal fees may also be incurred as a part of this process.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

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## Project No. 2 Eagle Lake Wastewater Pump Station Replacement Project

**PROJECT BACKGROUND:** Lake McLeod and Eagle Lake exist within the Peace Creek Watershed, in which there is a TMDL for fecal coliform. The City of Eagle Lake plans to replace two wastewater pumping stations to prevent failures which have the potential to overflow sewage into the lakes.

**PROJECT DESCRIPTION:** The Grantee will complete the construction plan revision, bid document revisions, bidding and contractor selection, and the construction of two wastewater pumping stations and installation of emergency generators to replace aging existing pumping stations, one located at a park near Eagle Lake and one located in a low elevation area adjacent to Lake McLeod.

## Project No. 3 - Winter Haven Septic to Sewer Program

**PROJECT BACKGROUND:** Nearly half of the 50 lakes in Winter Haven are on the impaired list for water quality due in part to septic tank loading. The City of Winter Haven serves a population of approximately 74,675, which includes 14,070 residences that are on septic systems. This project will design, permit and construct the first remediation area from the priority list identified in the Septic to Sewer Master Plan completed in January 2021. The Septic to Sewer Master Plan prioritizes and will subsequently eliminate some of the septic tank discharges by converting septic tanks to central sewer in a very high recharge area. The City of Winter Haven has completed a Septic to Sewer Master Plan in January 2021 which recommends priority areas for the conversion to sewer.

**PROJECT DESCRIPTION:** The Grantee will complete the design, permitting, and bidding services for a new public collection system, as well as on-site private septic system evaluations, connections to the new collection system, and septic tank decommissioning for approximately 125 residential and commercial accounts around East Lake Hartridge and US 17. They will also complete the construction of the collection system within the right-of-way in Remediation Area 6A and Boggy Bottom Area.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

## Project No. 4 - Frostproof Wastewater System Upgrades

**PROJECT BACKGROUND:** The City of Frostproof has prepared 90% design plans and technical specifications for the planned construction of a pretreatment/headworks system at its wastewater treatment plant. The City is also in the process of designing the expansion of its rapid infiltration basin (RIB) system for effluent disposal.

**PROJECT DESCRIPTION:** The Grantee will complete the design and construction of all components for the headworks, including the control panel, screen, compactor, grit system, stairs/walkway sensor, delivery, startup, training, permitting, and construction administration, as well as the design and construction of a rapid infiltration basin expansion and emergency generators for the lift station. The Grantee is anticipating to directly purchase the following materials:

- One 56 KW Generator and associated installation costs.
- One 30 KW Generator and associated installation costs.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

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## Project No. 5 - Winter Haven ASR Wellfield

**PROJECT BACKGROUND:** The Winter Haven area is the headwaters for the Peace River which flows to Charlotte Harbor. This project is part of a larger One Water Master Plan to create green infrastructure projects, which provide water supply, water quality, flooding and natural system restoration. This project involves the design and construction of an aquifer storage and recovery (ASR) wellfield which would take excess surface water flow during flood events, store it in the lower Floridan aquifer, and then recover the water during drought events.

**PROJECT DESCRIPTION:** The Grantee will complete the design and construction of a roughly 1.5 MGD ASR well system to store excess water from the Peace Creek System for beneficial use, including a report on the Flow and Water Quality Data Summary and Analysis of available water sources and quantities and characterize water quality to determine treatment requirements, local hydrogeology, area features, and regulatory reviews, and well options screening evaluations.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

## Project No. 6 - Polk County AWS Receiving Facilities

**PROJECT BACKGROUND:** Polk County is a member of the PRWC and will receive regional alternative water supplies from the PRWC via the Southeast Wellfield Project. Polk County must design and construct a receiving station to facilitate the re-pumping to an AWS system in its Northeast Regional Utility Service Area (NERUSA).

**PROJECT DESCRIPTION:** The Grantee will complete the design of an alternative water supply storage and repump facility. The station will include an approximately 1 MGD storage tank, pumps, chemical feed, electrical equipment, generator, and associated equipment. This project includes design, permitting, and construction for the new facility.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

## Project No. 7 - Southeast Wellfield Lower Floridian Aquifer Project

**PROJECT BACKGROUND:** The Polk Regional Water Cooperative (PRWC) exists within the Central Florida Water Initiative area, a region of Florida identified as being limited in traditional water supply. This project is intended to help meet growing demands by utilizing the deep, lower Floridan, brackish aquifer as a source. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

**PROJECT DESCRIPTION:** The Grantee will acquire property or right of way for a 15 MGD reverse osmosis treatment facility, approximately 66 miles of transmission piping, and approximately 10 miles of raw water main and associated raw water wells. Legal fees may also be incurred as a part of this process.

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## Project No. 8 – Demand Management Plan Project

**PROJECT BACKGROUND:** Building on the recommendations memorialized in the 2020 Demand Management Plan, PRWC members are implementing conservation measures intended to lower potable demands by up to 5 MGD by 2040 through active conservation measures. This project will support those efforts, which are critical to compliance with the Central Florida Water Initiative Rulemaking and protecting the natural resources of the county. Example programs include low-flow toilet vouchers, irrigation audits, and conservation kits.

**PROJECT DESCRIPTION:** The Grantee will implement rebates for water-savings devices and irrigation evaluations to encourage residential water conservation.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated, and should be submitted prior to the expiration of the grant agreement.

### Task 1: Land Acquisition

**Deliverables:** The Grantee will acquire fee simple or less-than-fee simple interest on properties within the service areas of the PRWC. Costs related to pre-acquisition and acquisition will be reimbursable. The property interests will be held by PRWC after the acquisition is complete. The Grantee will complete the following:

- Project 1: Land acquisition of the raw water wells, wastewater plant, and pipeline for a 2.5 MGD facility.
- Project 7: Land acquisition for a wastewater treatment facility, pipeline, and raw water wells for a 15 MGD facility.

**Documentation:** The Grantee will submit: 1) copies of all appraisals or written justification for why there is not an appraisal, as applicable; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest, as applicable.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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**Task 2: Preconstruction Activities**

**Deliverables:** The Grantee will complete the following:

- Project 2: Design of the Eagle Lake wastewater pumping station and FDEP permit renewal.
- Project 3: Design of the Winter Haven Area 6A and Boggy Bottom Area public collection system.
- Project 4: Design of an expansion of Frostproof's rapid infiltration basin (RIB) system for effluent disposal.
- Project 5: Evaluation of the flow and water quality characteristics for the Winter Haven ASR wellfield.
- Project 6: Preliminary design report and design of the Polk County AWS receiving facilities.

Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

**Documentation:** The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task. The Grantee will also submit the following:

- Project 2: Construction plans and renewed permit for the Eagle Lake wastewater pumping station.
- Project 3: Construction plans for the 6A and Boggy Bottom Area public collection system.
- Project 4: Construction plans for a pretreatment/headworks system.
- Project 5: Draft and final summary memoranda of the flow and water quality characteristics, local hydrogeology, and well options; Class V well construction permit application.
- Project 6: Preliminary design report and design documents for the Polk County AWS receiving facilities.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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**Task 3: Bidding and Contractor Selection**

**Deliverables:** The Grantee will complete the following:

- Project 2: Bidding documents for the Eagle Lake wastewater pump station.
- Project 4: City of Frostproof bidding documents for the headworks and RIB improvements.
- Project 6: Polk County AWS receiving facility bid documents.

**Documentation:** The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Task 4: Construction**

**Deliverables:** The Grantee will construct the following items in accordance with the final design.

- Project 2: City of Eagle Lake wastewater pumping station.
- Project 3: City of Winter Haven sewer collection system.
- Project 4: City of Frostproof headworks and RIB improvements.
- Project 5: City of Winter Haven ASR well construction.
- Project 6: Polk County AWS receiving facilities.

**Documentation:** The Grantee will submit: 1) a copy of the final design as applicable; and 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Budget Narrative:** The Miscellaneous/other expenses budget category for this task will be used solely for the direct purchase and installation of generators for the Frostproof Wastewater System Upgrades project.

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**Task 5: Conservation Incentives**

**Deliverables:** The Grantee (in cooperation with PRWC member governments) will provide rebates or contract services to eligible recipients for approximately 600 existing homes across Polk County for the purchase and/or installation of water saving technologies including some combination of the following: landscape and irrigation audits, rain sensors and smart controllers, toilet replacement rebates, and conservation kits for inside and outside the home. Completion of work will be through a combination of installation and rebates to consumers. The Grantee will complete the following:

- Project 8: Implementation of rebates for water-saving devices and irrigation audits.

**Documentation:** The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) summary with a brief description of the work completed to date; 3) a list of addresses and types of the participating properties; and 4) proof of payments for item(s) installed and/or supplied, as evidenced by copies of invoices or rebate forms, as applicable.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Task 6: Project Management**

**Deliverables:** The Grantee will provide project management services related to Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

- Project 4: Project management services for the Frostproof Wastewater System Upgrades project.

**Documentation:** The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

| Task No. | Task Title | Budget Category | Grant Amount | Task Start Date | Task End Date |
|---|---|---|---|---|---|
| 1 | Land Acquisition | Land Acquisition | $122,052.00 | 07/01/2019 | 06/30/2027 |
| | | | $1,727,557.00 | 07/01/2021 | 06/30/2027 |
| | | | $6,983,936.00 | 07/01/2022 | 06/30/2027 |
| | | | $7,071,500.00 | 07/01/2023 | 06/30/2027 |
| | | | $1,235,187.00 | 07/01/2024 | 06/30/2027 |
| | | | $1,235,167.00 | 07/01/2025 | 06/30/2027 |
| 2 | Preconstruction Activities | Contractual Services | $826,198.00 | 07/01/2021 | 06/30/2027 |
| 3 | Bidding and Contractor Selection | Contractual Services | $49,416.88 | 07/01/2021 | 06/30/2027 |
| 4 | Construction | Contractual Services | $4,283,355.12 | 07/01/2021 | 06/30/2027 |
| | | Miscellaneous/ Other Expenses | $216,647.00 | 07/01/2021 | 06/30/2027 |
| 5 | Conservation Incentives | Contractual Services | $225,000.00 | 07/01/2023 | 06/30/2027 |
| 6 | Project Management | Contractual Services | $146,826.00 | 07/01/2021 | 06/30/2027 |
| | | Total: | $24,122,842.00 | | |

Note that, per Section 8 of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Revised Special Audit Requirements**
**(State and Federal Financial Assistance)**

**Attachment 5-4**

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

**PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

**PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

| **Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

| | | |
|---|---|---|
| **Federal Program A** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |
| **Federal Program B** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

| **State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

| **State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:** | | | | | | |
|---|---|---|---|---|---|---|
| **State Program A** | State Awarding Agency | State Fiscal Year[1] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| Original Agreement | Department of Environmental Protection | 2019-2020 | 37.039 | Statewide Surface Restoration and Wastewater Projects – LI 1657A | $122,052.00 | 140047 |
| Original Agreement | Department of Environmental Protection | 2021-2022 | 37.039 | Statewide Water Quality Restoration Projects – LI 1607A | $7,000,000.00 | 140047 |
| Amendment 1 | Department of Environmental Protection | 2022-2023 | 37.039 | Statewide Water Quality Restoration Projects – LI 1665A | $6,983,936.00 | 140047 |
| Amendment 2 | Department of Environmental Protection | 2023-2024 | 37.039 | Statewide Water Quality Restoration Projects – LI 1705A | $7,146,500.00 | 140047 |
| Amendment 3 | Department of Environmental Protection | 2024-2025 | 37.039 | Statewide Water Quality Restoration Projects – LI 1732A | $1,310,187.00 | 140047 |
| Amendment 4 | Department of Environmental Protection | 2025-2026 | 37.039 | Statewide Water Quality Restoration Projects – LI 1555 | $1,560,167.00 | 149950 |
| **State Program B** | State Awarding Agency | State Fiscal Year[2] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |

| | | |
|---|---|---|
| Total Award | $24,122,842.00 | |

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx ]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

# *BACKUP DOCUMENTS*

**POLK COUNTY**

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**Project Checklist**

- Project Name: LPA0212 Heartland Agreement Amendment No. 3 between Polk County and the Polk Regional Water Cooperative
- Project Location: Northeast Regional Utility Service Area (NERUSA AWS; PRWC Project No. 6)
- Source of Funds: Expenses: 42011.680536150.5666000.6852005; Reimbursements: 42011.680536150.3699006.0000000
- Project Cost Summary: $1,560,167.00 additional funding resulting in Agreement total of $24,122,842.00; no net change in allocation to Project Six (6), $416,098.00.
- Certifications: This request has been reviewed by:

James Tully, PE, PG
Capital Improvement Program Manager

Charles Richards, CPA
Customer Service/Finance Manager

Tamara Richardson, PE
Utilities Division Director

**February 17th, 2026 Board of County Commissioners Regular Meeting**
Agenda Item #

COPY

## SUBJECT

Approval of Amendment No. 3 to Agreement between the Polk Regional Water Cooperative (PRWC) and Polk County for the PRWC Heartland Protection and Sustainability Project, Polk County Alternative Water Supply Receiving Facilities (Project 6), for which the Florida Department of Environmental Protection (FDEP) awarded state funds via grant Agreement Number LPA0212 ($416,098 reimbursable expenses).

## DESCRIPTION

In 2017, the Florida Legislature passed HB 573, the Heartland Headwaters Protection and Sustainability Act, which acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The FDEP awards these state funds to the PRWC pursuant to grant Agreement Number LPA0212 (Grant Agreement). The funds are either awarded directly to the PRWC to fund the regional project or as a pass-through to the participating members for projects identified in the grant documents. The Polk County Alternative Water Supply Receiving Facility Project for the Northeast Regional Utility Service Area is included in the grant documents and is eligible to receive pass-through state funds.

On September 21, 2022, Polk County and the PRWC entered into an agreement to allow Polk County to receive funds from the Heartland Headwater Protection and Sustainability Act.

On September 3, 2024, the Board of County Commissioners approved Amendment 1 to incorporate the changes to the Grant Agreement between FDEP and the PRWC.

On March 19, 2025, the Board of County Commissioners approved Amendment 2 to incorporate the changes to the Grant Agreement between FDEP and the PRWC.

Amendment 3 to the Agreement between the PRWC and Polk County incorporates and implements the changes to the Grant Agreement between FDEP and the PRWC, which includes pass-through funding in the amount of $416,098 for the Polk County Alternative Water Supply Receiving Facility Project for the Northeast Regional Utility Service Area. Subject to requirements set forth in the Grant Agreement, Polk County will request reimbursement for all eligible expenses from the PRWC.

## RECOMMENDATION

Request Board approve the Third Amendment to the Agreement between the PRWC and Polk County for the PRWC Heartland Protection and Sustainability Project, Polk County Alternative Water Supply Receiving Facilities (Project 6), for which the Florida Department of Environmental Protection (FDEP) awarded state funds via grant Agreement Number LPA0212 in the amount of $416,098 reimbursable expenses.

**FISCAL IMPACT**

Funding in the amount of $416,098 is available in the Utilities Community Investment Program in the Northeast Regional Utility Service Area PRWC AWS Receiving Facility project budget.

**CONTACT INFORMATION**

James Tully, PE, PG
Capital Improvement Program Manager
863-344-1848
jamestully@polk-county.net

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## Utilities Division -Signature Request/Routing Request

**PLEASE REVIEW AND APPROVE THE ENCLOSED DOCUMENTS AND FORWARD AS NOTED BELOW**

**Board Agenda Track**

**This item is slated for the (Month) 2 (Day) 17 (Year) 2026 Bocc Meeting**

**PROJECT TITLE:** Approval of Amendment No,. 3 to Agreement between the Polk Regional Water Cooperative (PRWC) and Polk County for the PRWC Heartland Protection and Sustainability Project, Polk County Alternative Water Supply Receiving Facilities (Project 6), for which the Florida Department of Environmental Protection (FDEP) awarded state funds via grant Agreement Number LPA0212 ($416,098 reimbursable expenses).

PROJECT MANAGER: James Tully

Number of original documents enclosed: 4

**MUST BE RETURNED BY : 1/13/2026**

- **__N/A__ PROCUREMENT /** Brad Howard: All originals with support are attached for your review and approval. **BRAD: Please forward this package to the County Attorney offices Attention ~~Jackie Lanfair~~ Lisa Conran after signature**
- **TN _____ COUNTY ATTORNEY/**Thomas Norsworthy: All originals with support are attached for your review and approval. **LISA: Please forward this package to the Deputy County Manager offices, Atten: ~~Stacy Craver~~ Mercedes, after signature**
- **_____ DEPUTY CO MGR/** John Bhode: All originals with support are attached for your review and approval. **MERCEDES: Please return this entire package back to Charles Richards in the Utilities Division after signature**

**Please email me a quick message to let me know when this package has left your offices to the next party – THANKS!**

**ATTEN: Emily Perez, Mail Drawer UT01 (Phone: 863-298-4142)**

# REQUEST FOR LEGAL SERVICES

**To:** **County Attorney's Office- Attention : Tom Norsworthy**

COPY

**From:** Tamara Richardson, P.E. Utilities Director

**Division:** Utilities

**Prepared by: Emily** Perez **Phone Number: 863-298-4142**

**Date:** January 22nd, 2026

**Subject:** Approval of Amendment No,. 3 to Agreement between the Polk Regional Water Cooperative (PRWC) and Polk County for the PRWC Heartland Protection and Sustainability Project, Polk County Alternative Water Supply Receiving Facilities (Project 6), for which the Florida Department of Environmental Protection (FDEP) awarded state funds via grant Agreement Number LPA0212 ($416,098 reimbursable expenses, time extension through June 30, 2027).

**BACKGROUND:**

In 2017, the Florida Legislature passed HB 573, the Heartland Headwaters Protection and Sustainability Act, which acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The FDEP has awarded state funds to the PRWC pursuant to grant Agreement Number LPA0212 (Grant Agreement) for reimbursement of certain costs associated with the protection and restoration of the region's water sources. The Grant Agreement identified multiple eligible projects for the PRWC and several of its members. Polk County's Northeast Regional Utility Service Area (NERUSA) Alternative Water Supply Receiving Facility Project is Project 6 as described in Agreement Number LPA0212.

On September 21, 2022, Polk County and the PRWC entered into an agreement to provide for utilization of funds allocated in the Grant Agreement for Project 6. On September 3, 2024, Polk County and the PRWC entered into Amendment 1 to incorporate the changes reflected in Amendments 1 and 2 of the Grant Agreement between FDEP and the PRWC. On March 19, 2025, Polk County and the PRWC entered into Amendment 2 to incorporate the changes reflected in Amendment 3 of the Grant Agreement between FDEP and the PRWC.

On November 21, 2025, FDEP and PRWC entered into Amendment No. 4 to the Grant Agreement which made further revisions to the Grant Agreement, including modifications to the date of expiration, scope of work, and total budget. The Grant Agreement was extended through June 30, 2027, and the scope and total budget was increased from $22,562,675 to 24,122,842. The portion of the budget allocated to Project 6, the NERUSA AWS Receiving Facility Project remains unchanged at $416,098. $166,098 is pending reimbursement to Polk County from PRWC for pre-construction/design services. The remaining $250,000 will be reimbursed during construction of the improvements which is expected to begin 2026. This Amendment No. 3 to the Agreement between the PRWC and Polk County incorporates and implements the changes reflected in the recently approved Agreement LPA0212 Amendment No. 4 between FDEP and the PRWC including modifications to the date of expiration, scope of work, and total budget. Subject to requirements set forth in the Grant Agreement, Polk County will request reimbursement for all eligible expenses from the PRWC.

Request Board approve the Third Amendment to the Agreement between the PRWC and Polk County for the PRWC Heartland Protection and Sustainability Project, Polk County Alternative Water Supply Receiving Facilities (Project 6), for which the Florida Department of Environmental Protection (FDEP)

awarded state funds via grant Agreement Number LPA0212 in the amount of $416,098 reimbursable expenses and a time extension through June 30, 2027.

**Need response no later than** **Friday** **2** **2** **2026**

**(day of month)** **(month)** **(day)** **(Year)**

APPROVED BY _____ 1/22/2026

Tom Norsworthy

---

For County Attorney office use only:

_____

Date_____

Signature

Assign to :_____

Date_____

County Attorney Project No: 2026-18 Logged out: _____

Agenda Item R.23. 2/17/2026

## SUBJECT

Approve Consultant Services Authorization 2024-007-03 with Carollo Engineers, Inc., to provide professional services for the Pressure Monitoring Planning Support Project. ($165,451.48 not-to-exceed, one-time expense)

## DESCRIPTION

The County provides water, wastewater, and/or reclaimed water services in six (6) utility service areas to more than 85,000 customers throughout unincorporated Polk County. Maintaining adequate pressure throughout these systems is critical for serving customers and protecting public health and safety. This project will leverage technology to monitor and manage these systems as effectively as possible. This scope of services includes, but is not limited to project management, pressure monitoring and equipment review, development of pressure zones, data collection and visualization in Power BI, phased implementation recommendations, and Technical Memoranda. The County has requested the Consultant to provide the Pressure Monitoring Planning Support professional services.

## RECOMMENDATION

Request Board approve Consultant Services Authorization 2024-007-03 with Carollo Engineers, Inc., to provide professional services for the Pressure Monitoring Planning Support Project for a cost not-to-exceed $165,451.48.

## FISCAL IMPACT

Operating funds in the amount of $165,451.48 are budgeted and available in the Utilities Miscellaneous Services CIP project budget.

## CONTACT INFORMATION

David Vazquez
Utilities Engineer III
863-712-5415
davidvazquez@polkfl.gov <mailto:davidvazquez@polkfl.gov>

# Consultant Services Authorization

| | |
|---|---|
| Firm | Carollo Engineers, Inc. |
| Master Agreement No. | 2024-007 |
| CSA No. | 2024-007-03 |
| Project Name | Pressure Monitoring Planning Support |
| Project Description | Consultant will provide project management, pressure zones and monitoring equipment evaluation, development of data governance policy, and a phased implementation plan. |
| Projects Exhibits and Attachments | Exhibit "A"- Scope of Services<br>Exhibit "B"-Fee Schedule (Master Agreement)<br>Exhibit "C"-Reimbursable Cost Schedule (if applicable)<br>Exhibit "D"-Insurance Documents |
| Duration (in days) | This authorization shall be in full force and effect until the Consultant completes all services as identified in Exhibit "A". |
| Compensation | $ 165,451.48 |
| Special Contract Conditions | NA |
| Insurance Requirements | Professional Liability |
| Liquidated Damages | $ 0.00 Per Day |
| Budget Source/Availability | 42011.680536150.5666000.6897998 (Utilities Misc. Services) |

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this __ day of _____, 20__ .

**Attest:**
STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Date Approved by Board:_____

POLK COUNTY, a Political subdivision of the State of Florida

By:_____
Chairman
Board of County Commissioners

Review as to form and legal sufficiency

_____
County Attorney's Office Date

**Attest:**

Kristi Powers
_____
Corporate Secretary

CAROLLO ENGINEERS, INC. CORPORATE SEAL carollo DELAWARE

**SEAL**

Date: 1/13/2026

Carollo Engineers, Inc.
CONSULTANT COMPANY NAME

_____
Authorized Corporate Officer

Scott Richards, Vice President
[Printed Name and Title]

Date: 1/13/2026

# Exhibit A
# Consultant Services Authorization
## 2024-007-03
## Pressure Monitoring Planning Support

Carollo Engineers, Inc., (Consultant) entered into a Master Consulting Agreement (Agreement) with Polk County, Florida (County) on January 9, 2024. Pursuant to this Agreement, the County has requested that the Consultant provide certain professional services in support of Pressure Monitoring Planning Support (Project) as further detailed in this Consultant Services Authorization.

## A. Project Background and Description

The objectives of the Pressure Monitoring Planning Support project are as follows:

1. Evaluate with the County pressure monitoring sensors, communication technology, and data integration alternatives for selection of a solution(s) that best fits the goals of the County for system pressure monitoring and data analysis.
2. Develop an understanding of the pressure monitoring sensors and locations the County could consider for potable, reclaimed and wastewater pressure monitoring.
3. Develop a standard list of equipment for each potential site where pressure monitoring would be performed.
4. Develop pressure monitoring zones for consideration.
5. Develop a phasing plan for the implementation of the equipment, as well as the cloud software required to read and display the associated data.
6. Develop a data integration plan for incorporating pressure monitoring data into a GIS based system for analysis, troubleshooting, and system management.

## B. Scope of Services

Upon authorization to proceed from the County, the Consultant will provide the following identified services. The Consultant shall prepare all planning and reports to be consistent with the Polk County Utilities Standards and Specifications Manual, the latest edition, and other applicable County requirements. This authorization shall be in full force and effect until the Consultant completes all services as described in the Consultant Services Authorization and any subsequent modifications hereto.

## Phase 100 – Project Management

### Task 101 – Project Management

This task consists of overall management of the Project including contract administration, budget management, invoicing, monthly status reports, scheduling, and coordination with the County and Consultant's subconsultants, as applicable.

### Task 102 – Kick-off Meeting and Review Meetings

The Consultant will attend one (1) kickoff meeting with the County. The Consultant will prepare a meeting agenda and meeting minutes. Meeting minutes will be distributed within three working days of the meeting date.

- Kick off Meeting

## Phase 200 – Pressure Monitoring Equipment Review

### Task 201 – Review of Industry Standards for Pressure Monitoring

The Consultant will review existing information on current remote pressure monitoring solutions being used by the County and provide and develop typical equipment options for various locations in the County, including:

1. Residential connections
2. Lift Station pressure monitoring
3. Potable/Reclaimed Distribution monitoring
4. Booster pump station monitoring, etc.

### Task 202 – Alternatives Development

The Consultant will develop alternatives for analysis for pressure monitoring devices, communications, and data integration. Multiple types of solutions will be considered, including the following:

- Fully packaged solutions that include cloud hosted data services, complete communications and local data integration units, and optionally integrated sensors.
- Semi-packaged remote telemetry units that can be connected to any type of network and use any type of sensor.

- Fully customized solutions using off the shelf components paired together to make a customizable solution.

These solution types will be compared for their ease of deployment, reliance on a single or multiple vendors, and ability to meet the pressure monitoring requirements.

Pressure monitoring devices will include review of standard industrial pressure sensors typically seen in plant facilities, lower cost alternatives, and units with small form factors and low power consumption as well as systems that are packaged with integral power and communications. The capabilities and communication options for the sensors will be compared and discussed with the County for the selection of sensors for the appropriate locations in the distribution system.

Communication options for the various sensor types will be reviewed with the County. The existing SCADA communication infrastructure and AMI systems will be evaluated to determine if utilizing these networks is practical and offers any advantages for reduced cost and data integration. Communication, such as cellular and satellite, will also be evaluated.

Data integration will consider where data is initially integrated into a County hosted system or cloud hosted database and County staff departments that require data access. Evaluation of visualization options for displaying data will be performed under Phase 400.

### Task 203 – Equipment Review Technical Memorandum

A technical memorandum will be prepared with the various types of locations where pressure monitoring devices may be installed, with best practices for each installation type, as well as recommendations for the County to consider.

The Consultant will prepare a workshop where the available information will be reviewed and discussed for County input. Following the workshop, recommendations will be presented for the proposed solution(s) to be approved by the County. The approved solution(s) will then be used in the development of the overall pressure monitoring plan.

## Phase 300 – Potable, Reclaimed and Force Main Pressure Zones

### Task 301 – Review of Existing County Data

The Consultant will request a list of data to be used as part of the pressure monitoring analysis. This data will be used to analyze pressure monitoring locations, identify SCADA-ready sites, and identify critical distribution system equipment that may require monitoring. The Consultant will request the following data:

1. GIS files for the following within the County's service areas:
    a. Potable water mains
    b. Reclaimed water mains
    c. Force mains
    d. Known backflow preventers
    e. County service boundaries
    f. All County-owned lift stations
    g. Potable and reclaim blowoffs or automatic flushing units, etc.
    h. Wastewater and Water Plant Sites
    i. County-owned facilities (fire stations, police stations, etc.) where reliable power is available.

Additional data may be requested during the course of the project.

### Task 302 – Development of Pressure Zones for Water, Reclaimed and Wastewater

The Consultant team will use the requested GIS data to develop pressure zones for the potable, reclaimed, and wastewater systems. These pressure zones include critical areas, isolated systems, and sub-areas of larger basins for the County's Central, East, Northeast and Southwest regions.

The potable distribution systems are generally well interconnected, and distribution pressures can be monitored at various locations, including high-service pump stations, interconnects with large residential developments, potable connections at County-owned lift stations, fire hydrants, and other points. Reclaimed water systems are typically one-way systems with limited interconnections, similar to wastewater force main systems. As a result, potential monitoring locations for pressure in the reclaimed distribution system are limited to air release valves (ARVs), blowoffs, pump stations, or interconnections. The wastewater system will focus on the

force main system, where multiple pumps may be manifolded into a larger collection system or a critical force main located in sensitive areas—such as near an impaired water body, a highly developed part of the County, or nearby other critical facilities. The Consultant will prioritize force mains based on their criticality, size, and location to identify key sites for potential pressure monitoring. Generally, pressure monitoring devices for force mains will need to be battery-powered, installed on ARVs, active blowoff pipes or other areas away from available stable power. The Consultant will compile a list of potential wastewater monitoring locations, prioritize these sites, and determine suitable pressure monitoring equipment for each location or tapped pipe.

### Task 303 - Development of Pressure Zones for Water, Reclaimed and Wastewater

The Consultant will review all available information for the potable, reclaimed, and wastewater system and develop a list of locations where pressure monitoring devices can be installed. The Consultant will also prioritize the various types of installation locations for ease of installation, ease of maintenance, available power, reliability of the data and security. The results of this analysis will be presented to the County in a technical workshop and a technical memorandum.

## Phase 400 – Data Collection and Visualization

### Task 401 – Development of Data Governance Policy and Workshop

The Consultant will work with the County to develop data governance policies for the means and methods of collecting pressure data from the potable, reclaimed, and wastewater systems. The policies will outline the following:

1. Frequency of pressure readings for each type of system.
2. The parameters each reading will be required to log.
3. Naming conventions for the parameters.
4. The acceptable amount of error for each type of pressure logging device.
5. Security protocols for sending the data from the device to either the County's cloud-based centralized database, third-party cloud-based database, or an alternative location-based database.

The policy will also include recommendations for logging the data within the County's SCADA system. It is possible for part of the data or all of the pressure logged data to be sent directly to

the SCADA system. Any data entering the SCADA system will require a unique SCADA tag, as detailed in the policy. This allows for a clear and effective tagging system to be in place for future integrators as new devices are added to the system. A workshop will be held with the County to review the policy and details of the tagging system for compliance with the County's overall data management goals.

All pressure monitoring data is planned to be stored in a single, comprehensive data lake. Alternatives data repositories will be compared, and a selection of solutions will be determined for use in the implementation plan. These systems will be evaluated based on current and future data needs and connectivity to other systems such as Simplifyi3, GIS, Power BI, Hydraulic Modeling software, AMI Meter Data Management Systems, and future potential applications.

Visualization of data is planned in PowerBI to integrate data from multiple systems with the ability to integrate with GIS. The Consultant will hold a meeting to discuss preferences for data visualization, data calculations, comparison of data sets, and development of performance and risk indicators.

### Task 402 – Visualization Example Development

The Consultant will develop up to four (4) draft data display screens for review and comment. The draft data display screen will be updated based on comments from the County to be used as a template during implementation. The availability of current hydraulic modeling data will be verified for inclusion in the initial visualization template for comparison of calculated and actual pressure data.

### Task 403 – Visualization Technical Memorandum

The Consultant will compile the information developed as part of Task 4 and document it in a technical memorandum for County review and comments. All feedback from the stakeholders will be implemented into the final version of the memorandum.

## Phase 500 – Phased Implementation Plan

### Task 501 – Implementation Plan Development and Workshop

The Consultant will work with the County to develop an implementation plan for each of the pressure zones such that the County would be able to log and measure pressure in critical pressure zones first and build the system out methodically. The phased approach will include a

high level schedule of the equipment procurement, SCADA/Data integration, field installation and start up procedures for each pressure zone or region of the County.

The implementation plan will be developed for incorporation into the County Capital Improvement Projects (CIP) planning process. Development of specific implementation projects, including expected scope, will be developed for CIP planning. The Consultant will prepare for and lead a discussion with the County to discuss the Opinion of Probable Cost (OPCC) assumptions, priority areas, schedule and overall preferences of the County.

### Task 502 – Development of Class 4 Cost Estimate

The Consultant will also prepare an AACE Class 4 opinion of probable cost (OPCC) for the installation of the equipment to assist the team with phasing and scheduling of the pressure zone installations.

### Task 503 – Implementation Plan Technical Memorandum

The Consultant will compile the information developed as part of Task 5 and document it in a technical memorandum for County review and comments. All feedback from the stakeholders will be implemented into the final version of the memorandum.

## 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 |
| 201-203 | Equipment Technical Memorandum | Draft/Final Pressure Monitoring Equipment Technical Memorandum, to be submitted electronically to the County (pdf) |
| 302 | Pressure Zone Maps | Draft and Final Potable/Reclaim/Wastewater Pressure Zone Maps (PDF) |
| 303 | Workshop and Pressure Zone Technical Memorandum | Workshop Meeting Agenda and Minutes and Draft and Final Pressure Zones and Location Technical Memorandum (PDF and Word) |

| Task | Activity | Deliverable |
|---|---|---|
| 401 | Governance Workshop Meeting Agenda and Minutes | Pressure Data Governance Policy Workshop Meeting Agenda and Minutes |
| 402 | Visualization Templates in Power BI | Draft and final pressure templates to use as examples for the full implementation of the pressure logging system. |
| 403 | Governance Technical Memorandum | Draft and Final Potable/Reclaim/Wastewater Data Governance Policy Technical Memorandum (PDF and Word) |
| 501 | Workshop and meeting minutes | Workshop Meeting Agenda and Minutes and Draft and Final implementation plan develop workshop. |
| 502 | Class 4 cost estimate | Cost estimate for the implementation of the pressure logging system within the County. |
| 503 | Implementation Plan Technical Memorandum | Draft and Final Implementation Plan Technical Memorandum (PDF and Word) |

## 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 Consultant Services Authorization establishes a not-to-exceed cost of $165,451.48. Compensation for the services performed under this Consultant Services Authorization shall be on an hourly, not-to-exceed basis using the current hourly rate schedule as set forth in Master Consulting Agreement 2024-007. Other direct costs or expenses incurred in connection with this Consultant Services Authorization will not be invoiced as these expenses have been accounted for in the rate multiplier associated with the Master Consulting Agreement referenced above. A summary of the estimated labor costs 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 Consultant Services Authorization includes contingency funds in the amount of $15,000. The contingency funds authorized for use on this Consultant Services Authorization 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-1 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. The Consultant's invoices for compensation will include the reviewed and approved consultant invoice summary, an updated Project schedule, notarized affidavits, and the monthly status report.

Invoices for not-to-exceed projects shall be accompanied by time and task records for all billable hours appearing on the invoice. The County may request additional documentation and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction. In addition,

all invoices shall be submitted with the Consultant Services Authorization number, purchase order number, and the Polk County Utilities Project and Records Room numbers on the invoice.

The Consultant agrees that, in the event that errors and / or omissions are discovered during the Project, 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:

- Documentation requested.
- Access existing data systems for development of PowerBI template connected to County data systems where available.
- Relevant documentation of the distribution and collection systems.
- Access to the County GIS system for connectivity to PowerBI for templates.

## G. Services Not Included

The following services are not included in the Scope of Services for the Project:

- Visual inspection of equipment at time of delivery.
- Survey, Geotech and SUE of each site for design purposes.
- Subsurface utility inspection of each site for design purposes.
- Implementation of pressure monitoring devices or systems.
- SCADA programming support.
- Oversight of equipment installations.

## H. Assumptions

The Scope of Services and compensation arrangement outlined in this Consultant Services Authorization are based on the following assumptions:

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 actual equipment cost or price of labor and material provided by others; 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.

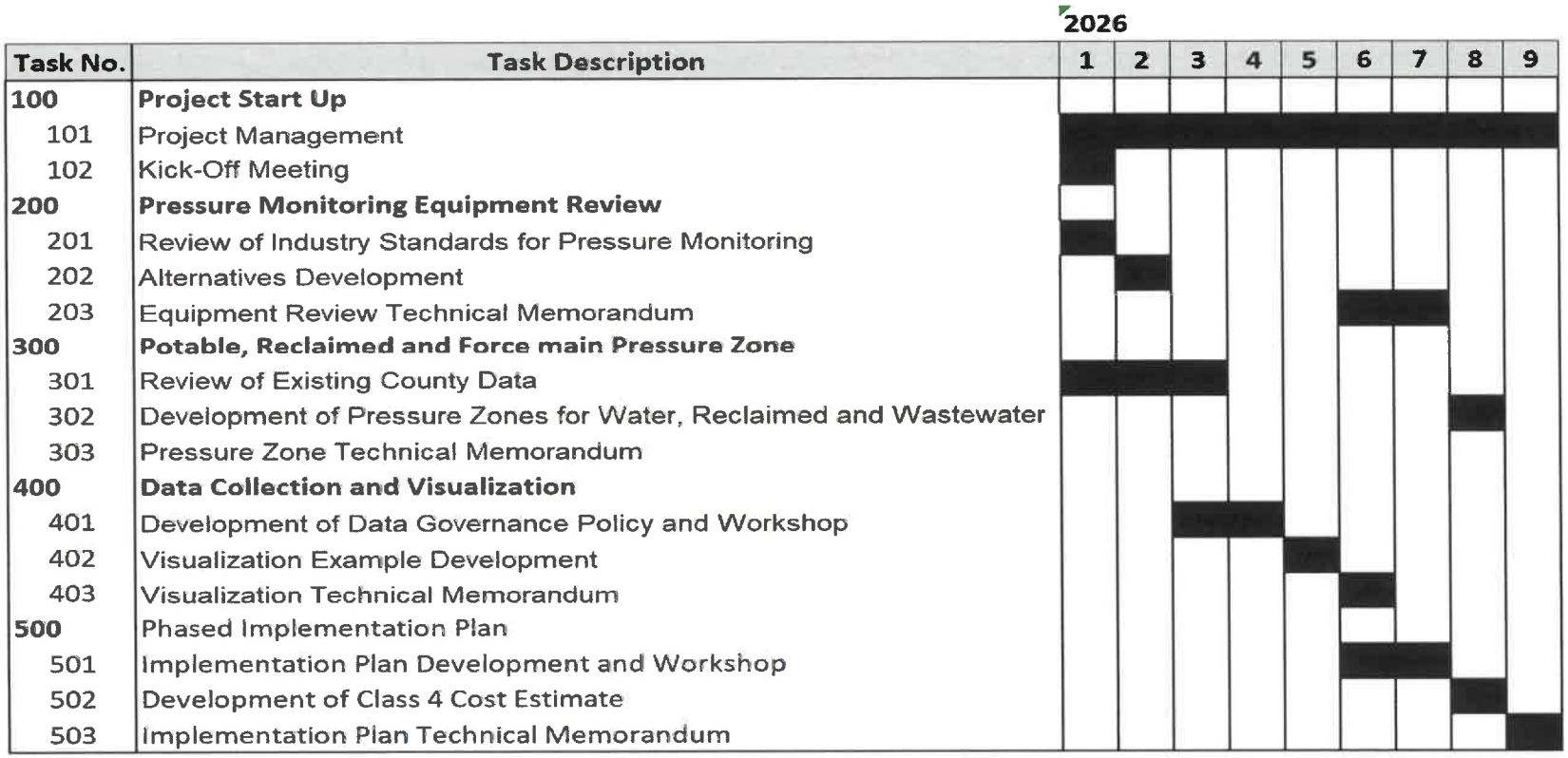
The services to be performed by Consultant are intended solely for the benefit of the County. No person or entity not a signatory to this Services Authorization shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Services Authorization or the performance of Consultant's services hereunder.

The remainder of this page is intentionally left blank.

**Attachment A-1**

Project Schedule

**Project Schedule - AMI Support Services Southwest**
(Calendar Months Following Notice to Proceed)



| Task No. | Task Description | 2026 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|---|
| **100** | **Project Start Up** | | | | | | | | | |
| 101 | Project Management | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 102 | Kick-Off Meeting | ■ | | | | | | | | |
| **200** | **Pressure Monitoring Equipment Review** | | | | | | | | | |
| 201 | Review of Industry Standards for Pressure Monitoring | ■ | | | | | | | | |
| 202 | Alternatives Development | | ■ | | | | | | | |
| 203 | Equipment Review Technical Memorandum | | | | | | ■ | ■ | | |
| **300** | **Potable, Reclaimed and Force main Pressure Zone** | | | | | | | | | |
| 301 | Review of Existing County Data | ■ | ■ | ■ | | | | | | |
| 302 | Development of Pressure Zones for Water, Reclaimed and Wastewater | | | | | | | | ■ | |
| 303 | Pressure Zone Technical Memorandum | | | | | | | | | |
| **400** | **Data Collection and Visualization** | | | | | | | | | |
| 401 | Development of Data Governance Policy and Workshop | | | ■ | ■ | | | | | |
| 402 | Visualization Example Development | | | | | ■ | | | | |
| 403 | Visualization Technical Memorandum | | | | | | ■ | | | |
| **500** | Phased Implementation Plan | | | | | | | | | |
| 501 | Implementation Plan Development and Workshop | | | | | | ■ | ■ | | |
| 502 | Development of Class 4 Cost Estimate | | | | | | | | ■ | |
| 503 | Implementation Plan Technical Memorandum | | | | | | | | | ■ |

The remainder of this page is intentionally left blank.

# I. Attachment A-2

## Carollo Estimated Budget

**Table A.2. Total Budget Summary**

| Task | Task Description | Labor Categories | | | | | Carollo Totals | |
|---|---|---|---|---|---|---|---|---|
| | | Senior Professional | Lead Professional | Project Professional | Professional | Document Processing | Labor Hours | Labor Fee |
| | Straight Time Billing Rate | $303.78 | $240.00 | $171.00 | $137.00 | $127.00 | | |
| 1 | **Project Start Up** | **8** | **36** | **4** | **2** | **5** | **55** | **$12,663.24** |
| 101 | *Project Management* | *4* | *30* | *0* | *0* | *4* | *38* | *$8,923.12* |
| 102 | *Kick-Off Meeting and Review Meetings* | *4* | *6* | *4* | *2* | *1* | *17* | *$3,740.12* |
| 2 | **Pressure Monitoring Equipment Review** | **16** | **30** | **0** | **66** | **24** | **136** | **$24,150.48** |
| 201 | *Review of Industry Standards for Pressure Monitoring* | *2* | *12* | *0* | *20* | *8* | *42* | *$7,243.56* |
| 202 | *Alternatives Development* | *6* | *8* | *0* | *40* | *8* | *62* | *$10,238.68* |
| 203 | *Equipment Review Technical Memorandum* | *8* | *10* | *0* | *6* | *8* | *32* | *$6,668.24* |
| 3 | **Potable, Rclaimed and Force Main Pressure Zone** | **32** | **44** | **140** | **24** | **12** | **252** | **$49,032.96** |
| 301 | *Review of Existing County Data* | *8* | *12* | *40* | *8* | *0* | *68* | *$13,246.24* |
| 302 | *Development of Pressure Zones for Water, Reclaimed and Wastewater* | *16* | *20* | *60* | *10* | *4* | *110* | *$21,798.48* |
| 303 | *Pressure Zone Technical Memorandum* | *8* | *12* | *40* | *6* | *8* | *74* | *$13,988.24* |
| 4 | **Data Collection and Visualization** | **36** | **40** | **100** | **14** | **16** | **206** | **$41,586.08** |
| 401 | *Development of Data Governance Policy and Workshop* | *20* | *12* | *16* | *8* | *8* | *64* | *$13,803.60* |
| 402 | *Visualization Example Development* | *8* | *20* | *60* | *2* | *0* | *90* | *$17,764.24* |
| 403 | *Visualization Technical Memorandum* | *8* | *8* | *24* | *4* | *8* | *52* | *$10,018.24* |
| 5 | **Phased Implementation Plan** | **24** | **24** | **40** | **8** | **16** | **112** | **$23,018.72** |
| 501 | *Implementation Plan Development and Workshop* | *12* | *8* | *8* | *2* | *8* | *38* | *$8,223.36* |
| 502 | *Development of Class 4 Cost Estimate* | *4* | *4* | *12* | *2* | *0* | *22* | *$4,501.12* |
| 503 | *Implementation Plan Technical Memorandum* | *8* | *12* | *20* | *4* | *8* | *52* | *$10,294.24* |
| | | | | | | | **Contingency** | **$15,000.00** |
| | | | | | | | **Project Total** | **$165,451.48** |

# Exhibit "B"

**Board of County Commissioners of Polk County**
**Utilities Design Services and Regulatory Support Services**
**RFP 23-448**
**Carollo Engineers, Inc.**
**Rate Schedule**

| Personnel Classification | Range of Direct Labor Rates | | Range of Hourly Billing Rates | |
|---|---|---|---|---|
| Assistant Professional | $ 29.84 | $ 44.59 | $ 91.00 | $ 135.99 |
| Professional | $ 44.60 | $ 56.06 | $ 136.03 | $ 170.99 |
| Project Professional | $ 56.07 | $ 69.18 | $ 171.00 | $ 210.99 |
| Lead Professional | $ 69.19 | $ 83.99 | $ 211.03 | $ 256.17 |
| Senior Professional | $ 84.00 | $ 99.60 | $ 256.20 | $ 303.78 |
| Technician | $ 26.56 | $ 38.03 | $ 81.00 | $ 115.99 |
| Lead Technician | $ 38.03 | $ 60.98 | $ 116.00 | $ 185.99 |
| Senior Technician | $ 60.98 | $ 64.92 | $ 186.00 | $ 198.00 |
| Admin/Clerical | $ 15.08 | $ 28.19 | $ 46.00 | $ 85.99 |
| Document Processing | $ 28.20 | $ 41.64 | $ 86.00 | $ 127.00 |

# Exhibit B

**Board of County Commissioners of Polk County**
**Utilities Design Services and Regulatory Support Services**
**RFP 23-448**
**Carollo Engineers, Inc.**
**Labor Multiplier Classification**

| | |
|---|---|
| Direct Labor | 1.00 |
| Employee Benefits | 0.60 |
| Overhead/General and Administration | 1.30 |
| **Subtotal** | 2.9 |
| Profit | 0.10 |
| Other Direct Costs | 0.05 |
| **Total Labor Multiplier including Profit** | 3.05 |

# *BACKUP DOCUMENTS*

**POLK COUNTY**

COPY

**February 17, 2026 Board of County Commissioners Regular Meeting**
Agenda Item #

## SUBJECT

Approve Consultant Services Authorization 2024-007-03 with Carollo Engineers, Inc., to provide professional services for the Pressure Monitoring Planning Support Project. ($165,451.48 not-to-exceed, one-time expense)

## DESCRIPTION

The County provides water, wastewater, and/or reclaimed water services in six (6) utility service areas to more than 85,000 customers throughout unincorporated Polk County. Maintaining adequate pressure throughout these systems is critical for serving customers and protecting public health and safety. This project will leverage technology to monitor and manage these systems as effectively as possible. This scope of services includes, but is not limited to project management, pressure monitoring and equipment review, development of pressure zones, data collection and visualization in Power BI, phased implementation recommendations, and Technical Memoranda. The County has requested the Consultant to provide the Pressure Monitoring Planning Support professional services.

## RECOMMENDATION

Request Board approve Consultant Services Authorization 2024-007-03 with Carollo Engineers, Inc., to provide professional services for the Pressure Monitoring Planning Support Project for a cost not-to-exceed $165,451.48.

## FISCAL IMPACT

Funding in the amount of $165,451.48 is available in the Utilities Miscellaneous Services CIP project budget.

## CONTACT INFORMATION

David Vazquez
Utilities Engineer III
863-712-5415
davidvazquez@polkfl.gov

COPY

**Project Checklist**

- Project Name: Consultant Services Authorization 2024-007-03 with Carollo Engineers, Inc., for the Pressure Monitoring Planning Support
- Project Location: All County Utility Service Areas
- Source of Funds: Funding is available in 42011.680536150.5666000.6897998 (Utilities Miscellaneous Services)
- Project Cost Summary: Not to Exceed Cost of $165,451.48
- Certifications: This request has been reviewed by:

David Vazquez
Utilities Engineer III

James Tully, PE, PG
Utilities CIP Program Manager

Charles Richards, CPA
Customer Service/Finance Manager

Tamara Richardson, P.E.
Utilities Division Director

COPY

# CONSULTANT APPROVAL FORM

**CPO**: If Consultant fee is under $50,000 & construction is under $250,000
**CSA**: If Construction is under $7,500,000;
OR for study activity if consultant fee is under $500,000- (FS 287.055 CCNA)

**CPO/CSA #:** 2024-007-03 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 01/21/2026 Division: Utilities

Project Manager's Name: David Vazquez Phone #:863-712-5415

Project Name: Pressure Monitoring Planning Support Services

Total Project Budget: $165,451.48 Project #6897998

Estimate of Construction Cost: NA – Study

Proposed Consultant: Carollo Engineers, Inc. Fee: $165,451.48

Master Consultant Agreement #2024-007

**Attach Scope of Services Proposed by the Consultant (Exhibit "A")**

Approved By: Tamara Richards Date 1-23-26
Division Director/Designee

**Procurement Division**

Date Received: 1/26/26 Date Reviewed by Analyst: 1/26/26

Approved by:
(Procurement Director/Designee)

**County Attorney's Office** (Required for all CSA's)

Date Received: Date Reviewed: 1/28/26

Approved by:
(County Attorney Office Signature)

**County Manager's Office** (Required if consultant fee is greater than $100,000)

Date Received: 1/29/2026 Date Reviewed: 1/29/2026

Approved by:
(County Manager Office Signature)

**Additional Attachments:** number of days to complete project, not to exceed/lump sum amount, justification for consultant selected, fee schedule, and Professional Liability COI (COI applicable to CSA only, description field must be project specific (contract requirement)).

COPY

## Utilities Division -Signature Request/Routing Request

**PLEASE REVIEW AND APPROVE THE ENCLOSED DOCUMENTS AND FORWARD AS NOTED BELOW**

**Board Agenda Track**

**This item is slated for the (Month) 2 (Day) 17 (Year) 2026 Bocc Meeting**

**PROJECT TITLE:** Approve Consultant Services Authorization 2024-007-03 with Carollo Engineers, Inc., to provide professional services for the Pressure Monitoring Planning Support Project. ($165,451.48 not-to-exceed, one-time expense)

PROJECT MANAGER: David Vazquez

Number of original documents enclosed: 2

**MUST BE RETURNED BY : 2/2/2026**

- ___ **PROCUREMENT /** ~~Brad~~ Howard: All originals with support are attached for your review and approval. ~~BRAD: Please forward~~ **this package to the County Attorney offices Attention Jackie Lanfair after signature**

- ___ **COUNTY ATTORNEY/**Thomas Norsworthy: All originals with support are attached for your review and approval. **LISA: Please forward this package to the Deputy County Manager offices, Atten: Stacy Craver, after signature**

- ___ **DEPUTY CO MGR/** John Bhode: All originals with support are attached for your review and approval. **MERCEDES: Please return this entire package back to Charles Richards in the Utilities Division after signature**

**Please email me a quick message to let me know when this package has left your offices to the next party – THANKS!**

**ATTEN: Emily Perez, Mail Drawer UT01 (Phone: 863-298-4142)**

# REQUEST FOR LEGAL SERVICES

**To:** **County Attorney's Office- Attention : Tom Norsworthy**

COPY

**From:** Tamara Richardson, P.E. Utilities Director

**Division:** Utilities

**Prepared by: Emily** Perez **Phone Number: 863-298-4142**

**Date:** January 6th, 2026

**Subject:** Approve Consultant Services Authorization 2024-007-03 with Carollo Engineers, Inc., to provide professional services for the Pressure Monitoring Planning Support Project. ($165,451.48 not-to-exceed, one-time expense)

**BACKGROUND:**

The County provides water, wastewater, and/or reclaimed water services in six (6) utility service areas to more than 85,000 customers throughout unincorporated Polk County. Maintaining adequate pressure throughout these systems is critical for serving customers and protecting public health and safety. This project will leverage technology to monitor and manage these systems as effectively as possible. This scope of services includes, but is not limited to project management, pressure monitoring and equipment review, development of pressure zones, data collection and visualization in Power BI, phased implementation recommendations, and Technical Memoranda. The County has requested the Consultant to provide the Pressure Monitoring Planning Support professional services.

**REQUESTED ACTION:**

Request Board approve Consultant Services Authorization 2024-007-03 with Carollo Engineers, Inc., to provide professional services for the Pressure Monitoring Planning Support Project for a cost not-to-exceed $165,451.48.

**Need response no later than** **Monday** **2** **2** **2026**

**(day o month)** **(month)** **(day)** **(Year)**

APPROVED BY

_____

Tom Norsworthy

---

For County Attorney office use only:

_____

Date_____

Signature

Assign to : Tom Norsworthy

Date 1/26/26

County Attorney Project No: 26-58 Logged out: _____

# CERTIFICATE OF LIABILITY INSURANCE

7/4/2026

DATE (MM/DD/YYYY): 1/8/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>Lockton Companies, LLC<br>DBA Lockton Insurance Brokers, LLC in CA<br>CA license #0F15767<br>444 W. 47th St., Ste. 900<br>Kansas City MO 64112-1906<br>(816) 960-9000 kcasu@lockton.com | CONTACT NAME:<br>PHONE (A/C, No, Ext): FAX (A/C, No):<br>E-MAIL ADDRESS: |
| INSURED<br>1472626<br>CAROLLO ENGINEERS, INC.<br>2795 MITCHELL DR.<br>WALNUT CREEK CA 94598-1601 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Zurich American Insurance Company — 16535<br>INSURER B : American Guarantee and Liab. Ins. Co. — 26247<br>INSURER C : Allied World Surplus Lines Insurance Company — 24319<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 22889685 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | Y | Y | GLO 9730569 | 7/4/2025 | 7/4/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 2,000,000<br>$ 25,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | BAP 9730571 | 7/4/2025 | 7/4/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>DED: COMP/COLL | $ 2,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ 2,000 |
| B | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | N | Y | AUC 4428881 | 7/4/2025 | 7/4/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000<br>$ XXXXXXX |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | WC 9730570 | 7/4/2025 | 7/4/2026 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | PROFESSIONAL LIABILITY<br>FULL PRIOR ACTS | N | Y | 0313-9010 | 7/4/2025 | 7/4/2026 | $5,000,000 PER CLAIM/AGG | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Master Agreement No. 2024-007, CSA No. 2024-007-03, Pressure Monitoring Planning Support. Polk County, A Political Subdivision of the State of Florida is an additional insured as respects general liability, auto liability and umbrella/excess liability, these coverages are primary and non-contributory as required by written contract. (SEE ATTACHED.)

**CERTIFICATE HOLDER**

22889685
Polk County, A Political Subdivision of the State of Florida
330 W. Church Street MC #AS05
Bartow FL 33830

**CANCELLATION** See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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Waiver of subrogation applies to general liability, auto liability, professional liability, excess/umbrella liability and workers compensation/employer's liability where allowed by state law and as required by written contract. Thirty (30) days' notice of cancellation by the insurer will be provided to the Certificate Holder, ten (10) days' notice in the event of non-payment of premium. The excess/umbrella liability is considered follow form over the general liability, auto liability and employer's liability subject to the policy terms, conditions and exclusions.

POLICY NUMBER: 0313-9010

## ENDORSEMENT

## NOTICE OF CANCELLATION TO DESIGNATED ENTITY(IES)

| | |
|---|---|
| Policy No. | 0313-9010 |
| Issued to | Carollo Engineers, Inc. |
| Issued by | Allied World Surplus Lines Insurance Company |

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection H. is amended to include the following:

In the event of cancellation or non-renewal of this Policy, the **Company** will provide a thirty-day notice to the entity with whom the **Named Insured** has agreed, pursuant to a prior written contract, to provide to such entity with a notice of cancellation or non-renewal. Provided, however, that in the event of cancellation for non-payment of premium, the **Company** shall provide to such entity a ten-day notice of cancellation before the effective date of cancellation.

In addition, in the event of a reduction in the Limits of Liability of this Policy not resulting from payment of **Damages** or **Defense Expenses**, the **Company** will provide a sixty-day notice to the entity with whom the **Named Insured** has agreed with, pursuant to a prior written contract, to provide such entity with a notice of such reduction in limits.

As a condition precedent to providing the notices specified above, the **Named Insured** will provide the **Company**, within ten (10) business days of the **Company's** request, the names and addresses of the entities with whom the **Named Insured** agreed to provide the notices specified above. In the event the **Named Insured** omits or fails to provide the foregoing information, the **Company** shall not provide such notices.

The **Company's** failure to provide such notices will not extend the Policy cancellation date, negate cancellation, non-renewal or reduction in limits, of this Policy. Nor shall such failure be cause for legal action against the **Company**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

CEI Manu (06/23)

POLICY NUMBER: BAP 9730571

# Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial Automobile Coverage Part**

**A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

**B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

**C.** If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

**D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

**SCHEDULE**

| Name and Address of Other Person(s) / Organization(s): _ | Number of Days Notice: |
|---|---|
| **All certificate holders where notice of cancellation is required by written contract with the Named Insured_** | **30** |

All other terms and conditions of this policy remain unchanged.

U-CA-811-A CW (05/10)

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POLICY NUMBER: GLO 9730569

# Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**
**Liquor Liability Coverage Part**
**Products/Completed Operations Liability Coverage Part**

**A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

**B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

**C.** If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

**D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

| SCHEDULE | |
|---|---|
| **Name and Address of Other Person(s) / Organization(s):** | **Number of Days Notice:** |
| **All certificate holders where notice of cancellation is required by written contract with the Named Insured** | **30** |

All other terms and conditions of this policy remain unchanged.



Includes copyrighted material of Insurance Services Office, Inc., with its permission.

## NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR REDUCTION OF INSURANCE ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

### PART SIX
### CONDITIONS

A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

### SCHEDULE

| | |
|---|---|
| **Name and Address of Other Person(s)/Organizations:** | All Certificate holders where notice of cancellation is required by written contract with the Named |
| **Number of Days Notice:** | 30 |

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

POLICY NUMBER: GLO 9730569

**COMMERCIAL GENERAL LIABILITY**
**CG 20 37 12 19**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss. | Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

**COMMERCIAL GENERAL LIABILITY**
**CG 20 10 12 19**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss. | Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: GLO 9730569

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance;

whichever is less.

**This endorsement shall not increase the applicable Limits of Insurance.**

POLICY NUMBER: GLO 9730569

# Other Insurance Amendment - Primary and Non-Contributory

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: BAP 9730571

**COMMERCIAL AUTO**
**CA 20 48 10 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**SCHEDULE**

| **Name Of Person(s) Or Organization(s):** |
|---|
| Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

**POLICY NUMBER**
BAP 9730571

**COMMERCIAL AUTO**
**CA 04 44 10 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| | |
|---|---|
| **Named Insured:** | Zurich American Insurance Company |
| **Endorsement Effective Date:** | 7/4/2025 |

**SCHEDULE**

| **Name(s) Of Person(s) Or Organization(s):** |
|---|
| Any person or organization you are required to waive your rights of recovery in a written contract, agreement or permit with the named insured. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

## Waiver Of Subrogation (Blanket) Endorsement

Policy No. GLO 9730569
Eff. Date of Pol. 7/4/2025
Exp. Date of Pol. 7/4/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:
If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights applies only with respect to the above contract(s) and shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

U-GL-925-A CW (12/01)

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** **WC 00 03 13**
(Ed. 04-84)

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization you are required to waive your rights of recovery in a written contract, agreement or permit with the Named Insured.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Policy No. WC 9730570
Insured CAROLLO ENGINEERS, INC.

Insurance Company Zurich American Insurance Company

WC 00 03 13

Insured: Carollo Engineers, Inc.
Policy No: 0313-9010
Policy Effective Date: 7/4/2025
Underwriting Company: Allied World Surplus Lines Insurance Company

**VIII. CONDITIONS**

N. SUBROGATION
In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The **Company** agrees to waive its right of subrogation against any client of the **Insured** for a **Claim** which is covered by this Policy to the extent that the **Insured** had, prior to such **Claim** having been made and reported to the **Company**, whichever is earliest, a written agreement to waive such rights. Any recoveries shall be applied first to subrogation expenses, second to **Damages** and **Defense Expenses** paid by the **Company**, and third in satisfaction of the Policy Deductible shown in Item 4. of the Declarations. Any additional amounts recovered shall be paid to the **First Named Insured**.

**Perez, Emily**

COPY

**From:** St. Jean, Mitch
**Sent:** Monday, January 26, 2026 7:03 AM
**To:** Perez, Emily
**Subject:** Re: CSA 2024-007-03 Carrollo Engineers INC adequate insurance info

Good morning,

Yes, the certificate of insurance provided is in accordance with our requirements.

Thanks,

Mitch St. Jean, CWCL
Safety & Claims Administrator
Polk County Board of County Commissioners
Risk Management Division
P. O. Box 9005, Drawer AS06
Bartow, FL 33831
Ph: 863-534-5268
Fax: 863-519-4726
mitchstjean@polkfl.gov

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**From:** Perez, Emily <EmilyPerez@polkfl.gov>
**Sent:** Friday, January 23, 2026 2:58 PM
**To:** St. Jean, Mitch <mitchstjean@polkfl.gov>
**Subject:** CSA 2024-007-03 Carrollo Engineers INC adequate insurance info

Dear Mitch, please see attached certificate of insurance for the attached CSA. Please review the certificate of insurance and advise if it meets county requirements 😊 Thank you.

Emily Perez
Administrative Specialist
Polk County Utilities
1011 Jim Keene Blvd.
Winter Haven, FL 33880
(863) 298-4142

COPY

# Selection Procedure for Consultants with Continuing Contracts

**Division:** Utilities
**Project Manager:** David Vazquez
**Division Director:** Tamara Richardson, PE
**Scope:** Pressure Monitoring Planning Support Services
**CSA/CPO** CSA 2024-007-03
**Date Analysis Performed** January 21, 2026

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) |
|---|---|---|---|---|---|
| AtkinsRéalis USA, Inc. | Y | Y | Y | N | Y |
| Black & Veatch Corp | Y | Y | Y | N | Y |
| Carollo Engineers, Inc. | Y | Y | Y | N | Y |
| CHA Consulting, Inc. (FKA Reiss Engineering, Inc.) | Y | Y | Y | Y | Y |
| Chastain-Skillman, Inc. | Y | Y | Y | Y | Y |
| CivilSurv Design Group Inc. | Y | Y | Y | Y | Y |
| Dewberry Engineers, Inc. | Y | Y | Y | Y | Y |
| Halff Associates, Inc. | Y | Y | Y | N | Y |
| Hazen and Sawyer, P.C. | Y | Y | Y | N | Y |
| Jones Edmunds & Assoc. | Y | Y | Y | Y | Y |
| Kennedy/Jenks Consultants, Inc. | Y | Y | Y | N | Y |
| Pennoni & Associates, Inc. | Y | Y | Y | Y | Y |
| Rummel, Klepper, and Kahl, LLP | Y | Y | Y | Y | Y |
| Tetra Tech, Inc. | Y | Y | Y | N | Y |
| Wright-Pierce, Inc. | Y | Y | Y | Y | Y |

**State justification for each firm not elevated and why:**
NA

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) |
|---|---|---|
| Black & Veatch Corp | Y | Y |
| AtkinsRéalis USA, Inc. | Y | Y |
| Black & Veatch Corp | Y | Y |
| Carollo Engineers, Inc. | Y | Y |
| CHA Consulting, Inc. (FKA Reiss Engineering, Inc.) | Y | Y |
| Chastain-Skillman, Inc. | Y | Y |
| CivilSurv Design Group Inc. | Y | Y |
| Dewberry Engineers, Inc. | Y | Y |
| Halff Associates, Inc. | Y | Y |
| Hazen and Sawyer, P.C. | Y | Y |
| Jones Edmunds & Assoc. | Y | Y |
| Kennedy/Jenks Consultants, Inc. | Y | Y |
| Pennoni & Associates, Inc. | Y | Y |
| Rummel, Klepper, and Kahl, LLP | Y | Y |
| Tetra Tech, Inc. | Y | Y |
| Wright-Pierce, Inc. | Y | Y |

**State justification for each firm not elevated and why:**
NA.

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) |
|---|---|---|
| Dewberry Engineers, Inc. | $ 1,975,976 | N |
| Black & Veatch Corp | $ 1,591,467 | N |
| Kennedy/Jenks Consultants, Inc. | $ 833,804 | N |
| Jones Edmunds & Assoc. | $ 460,248 | N |
| Carollo Engineers, Inc. | $ 456,409 | Y |
| Wright-Pierce, Inc. | $ 307,381 | N |
| Tetra Tech, Inc. | $ 291,448 | N |
| Hazen and Sawyer, P.C. | $ 272,650 | N |
| CivilSurv Design Group Inc. | $ 255,628 | N |
| Rummel, Klepper, and Kahl, LLP | $ 213,750 | N |
| Halff Associates, Inc. | $ 157,202 | N |
| AtkinsRéalis USA, Inc. | $ 130,143 | N |
| CHA Consulting, Inc. (FKA Reiss Engineering, Inc.) | $ 113,885 | N |
| Pennoni & Associates, Inc. | $ 69,000 | N |
| Chastain-Skillman, Inc. | $ 42,722 | N |

Step 4:
**State justification, If the chosen consultant does not have the least amount of contract obligation.**

Dewberry, Black & Veatch, Kennedy/Jenks, and JEA all have more contract awards than Carollo Engineers during the prevailing time period. Compared to all remaning consultants, Carollo has more expertise, experience, and personnel that have supported infrastructure and facility asset data collection , AMI system/tower support, and SCADA master planning services. These previous tasks uniquely position Carollo to provide these services as such systems (e.g. AMI, SCADA, etc.) relate to this pressure monitoring scope of services. Based on Carollo's experience, expertise, and personnel, they are the best available firm to efficiently and economically provide the requested services.

Step 5:
**Based on the procedures and step analysis above, Carollo Engineers, Inc. is selected.**

Agenda Item R.24. 2/17/2026

## SUBJECT

Interlocal Agreement to transfer the Crooked Lake Park Wastewater Utility System to the City of Lake Wales (No Fiscal Impact)

## DESCRIPTION

In January 2021 the Crooked Lake Park Sewerage Company (the “Company”) was the owner and operator of a domestic wastewater treatment facility and a wastewater collection and transmission system (the “CLP Wastewater System”) serving the Crooked Lake Park residential subdivision located between U. S. Highway 27 and Crooked Lake, south of County Road 640. Later that year, the Company abandoned the CLP Wastewater System assets as provided in Florida Statutes, section 367.165. Upon the County’s petition to the Tenth Judicial Circuit the Court appointed the County receiver of the CLP Wastewater System assets.

As receiver, the County has improved and repaired the CLP Wastewater System so it can operate in compliance with Florida Department of Environmental Protection requirements. The improvements include removing the CLP Wastewater System treatment facility and installing a wastewater force main to connect the subdivision to a City of Lake Wales wastewater force main which conveys the wastewater to the City’s wastewater facility for treatment. When planning and making these improvements the County has worked with the City of Lake Wales which owns and operates the potable water system serving the Crooked Lake Park subdivision. As the County and City water utility staffs discussed the County’s planned CLP Wastewater System improvements, each staff concluded it would be in the best interest of the Crooked Lake Park subdivision residents, the City, and the County, for the City to accept and incorporate the CLP Wastewater System into the Lake Wales Wastewater System after the County completed all its repairs and improvements to that system.

The proposed Interlocal Agreement (the “Agreement”) addresses the CLP Wastewater System transfer to the City. The Agreement provides for the County and the City to prepare and implement a plan for the transition of CLP Wastewater System operations to the City and for communicating with system customers about the transition. The City will accept the improved CLP Wastewater System and assets in its “as-is” condition and will not pay the County for receiving the system. The system transfer is contingent upon the Circuit Court’s approval which is expected. The City has already approved the Agreement.

## RECOMMENDATION

Approve the Interlocal Agreement to transfer the Crooked Lake Park Wastewater Utility System to the City of Lake Wales.

## FISCAL IMPACT

No fiscal impact

## CONTACT INFORMATION

Tamara Richardson
Utilities Division Director
863-298-4246

# INTERLOCAL UTILITY ASSET TRANSFER AGREEMENT BETWEEN LAKE WALES, FLORIDA, AND POLK COUNTY, FLORIDA (CROOKED LAKE PARK WASTEWATER SYSTEM)

This Agreement ("Agreement") is made and entered into as of the Effective Date defined in Section 3.15, below, by and between the City of Lake Wales, Florida ("Lake Wales"), a Florida municipal corporation organized and existing under the laws of the State of Florida, and Polk County, Florida (the "County"), a political subdivision of the State of Florida, as receiver for the abandoned CLP Wastewater System (as defined below) assets. Lake Wales and the County are each a "Party;" and together are the "Parties" to the Agreement.

## RECITALS

1. On February, 2021, the Crooked Lake Park Sewerage Company, the owner and operator of the wastewater collection and transmission system and a domestic wastewater treatment facility which serves a portion of the unincorporated area of Polk County depicted on the attached Exhibit "A," delivered notice to the County of the company's intent to abandon those wastewater system assets (collectively, the CLP Wastewater System") in accordance with Section 367.165, Florida Statutes.

2. Pursuant to a petition the County filed in the Tenth Judicial Circuit Court Case Number 2020CA-003194, the Court appointed the County receiver of the abandoned CLP Wastewater System; thus, the County owns and now operates the CLP Wastewater System.

3. As receiver for the CLP Wastewater System, the County has the right to repair, replace, maintain, improve, and expand the system, to connect customers of the system to any other public or private wastewater system with adequate capacity, and with Court approval and upon completion of such connection, to discontinue the separate operation of the CLP Wastewater System and dispose of its lands, facilities, and assets.

4. The CLP Wastewater System is located within Lake Wales's Utility Service Area Boundary, and Lake Wales owns and operates the potable water system which serves the Crooked Lake Park subdivision and the surrounding neighborhoods.

5. The County has proposed to (i) repair and improve the CLP Wastewater System so it complies with Florida Department of Environmental Protection requirements, (ii) install a wastewater force main from the Crooked Lake Park subdivision to an agreed connection point with the Lake Wales Wastewater System located near the intersection of U. S. Highway 27 and County Road 640 as depicted on the attached **Exhibit "B,"** and then (iii) transfer the CLP Wastewater System assets and new wastewater force main to Lake Wales for inclusion into the Lake Wales Wastewater System.

6. Lake Wales has agreed to accept title to and incorporate the improved CLP Wastewater System into the Lake Wales Wastewater System in accordance with the terms and conditions of this Agreement.

7. Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act of 1969, as amended, authorizes local governmental units to enter an interlocal agreements for the mutual benefit of the governmental units.

8. Both parties acknowledge and agree that each possess sufficient legal authority under their respective home rule power statutes, Chapters 125 and 166, Florida Statutes, and other general and special act authority, to enter this interlocal transfer agreement for the transfer of utility assets from the County to the City.

9. The Parties have negotiated in good faith and are empowered to be bound by the terms and conditions of this Agreement.

**ACCORDINGLY,** in consideration of the above stated Recitals, mutual covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which is acknowledged by the Parties, the Parties covenant and agree as follows:

**SECTION 1. RECITALS AND DEFINITIONS.**

1.1 **Recitals**. The Recitals stated above are true and correct and are incorporated into this Agreement.

1.2 **Definitions**. In interpreting this Agreement, the following words, phrases, and terms shall have the following meaning unless the context of this Agreement indicates otherwise.

1.2.1 Agreement: this Interlocal Transfer Agreement as it may from time to time be modified.

1.2.2 CLP Wastewater System Improvements: the improvements necessary to connect the CLP Wastewater System to the existing Lake Wales Wastewater System and to abandon the existing CLP Wastewater System wastewater treatment facility, inclusive of off-site wastewater transmission improvements depicted in **Exhibit "B,"** as described in Section 2.1.1. below.

1.2.3 Connection Point: the location at which the Crooked Lake Wastewater System will connect to the existing Lake Wales Wastewater System as depicted in **Exhibit "B"**.

1.2.4 Lake Wales Wastewater System: those facilities owned, operated, and maintained, and employed by Lake Wales for the acquisition, transmission, and treatment of wastewater.

1.2.5 Transfer: the process of the County conveying and Lake Wales accepting the CLP Wastewater System in accordance with the terms and condition of this Agreement.

Any terms defined elsewhere in this Agreement shall when used herein have the ascribed meaning and definition.

**SECTION 2. TERMS AND CONDITIONS.** Lake Wales accepts from the County, and the County transfers all rights, title, and interest to Lake Wales in the CLP Wastewater System and CLP Wastewater System Improvements, subject to the following terms and conditions:

2.1 **Transfer**. Upon satisfaction of the Agreement terms and conditions, the County shall convey ownership of the CLP Wastewater System and CLP Wastewater System Improvements to Lake Wales which shall accept these assets and immediately incorporate these assets and retail wastewater customers into the Lake Wales Wastewater System.

2.2 **Conditions Precedent to Transfer**. The following are conditions precedent to the Transfer of the CLP Wastewater System to Lake Wales.

2.2.1 CLP Wastewater System Improvements.

The County shall be responsible for the design, permitting, bidding, and construction of the CLP Wastewater System Improvements, including all costs associated therewith. The locations of the CLP Wastewater System Improvements are depicted in **Exhibit "C"** and are described as follows:

- Replace the existing wastewater lift station located at the intersection of Caloosa Boulevard and Canal Court with a new duplex lift station.
- Replace the existing wastewater lift station located on the northwest corner of Sunshine Drive and Canal Drive with a new duplex lift station.
- Install a new duplex wastewater lift station in the vicinity of the existing wastewater treatment facility which will allow the County to abandon and demolish the existing wastewater treatment facility.
- Install a new wastewater force main from the CLP Wastewater System Service Area to the Connection Point depicted in **Exhibit "B"**.

2.2.2 Infiltration and Inflow.

To address infiltration and inflow into the CLP Wastewater System, the County will implement gravity sewer lining and point repairs to the gravity collection system. The County will procure design, permitting, and construction services in accordance with the County's procurement policies and oversee the construction services. The County will provide Lake Wales with copies of inspection reports, test reports, and any other written status reports it prepares or receives as the construction progresses; however, the County is not obligated or required to develop or prepare any special report outside its normal course of business for similar projects. If Lake Wales personnel visit the site during construction and have questions or concerns regarding the construction, Lake Wales shall address its questions or concerns with the County and the County will address the same with the contractor responsible for the work. The County does not warrant or guarantee that the CLP Wastewater System will comply with all applicable FDEP rules or requirements for wastewater collection systems following the completion of this effort.

2.3 **Communication with Property Owners.** The County will serve as the primary point of contact with the CLP Wastewater System customers for all matters relating to the system until Lake Wales accepts the system into the Lake Wales Wastewater System. The County will communicate periodically with the customers of the CLP Wastewater System regarding the plan to convey the system to Lake Wales, the planned improvements to the system, progress of construction, estimates of costs to property owners, anticipated water and wastewater rate

changes, and any other matters conducive of good and open communication with the property owners and customers.

2.4 **Public Service Commission Approval.** If necessary, the County shall secure approval of the Florida Public Service Commission, for transfer of the CLP Wastewater System assets from the County to Lake Wales.

2.5 **Transition Plan.** The County and Lake Wales will prepare a transitional operating plan to provide for the smooth transition of the County's operational oversight of the CLP Wastewater System to Lake Wales's operational oversight. The transition plan shall provide for continuity of system operations, financial activities, services, supplies, billings, collections, and emergency responses.

2.6 **System Assets**. The CLP Wastewater System assets which the County will Transfer to Lake Wales consist of the following:

2.6.1 Real Property. All real property and interests in real property (the "Real Property") described on the attached Exhibit "B" upon which the CLP Wastewater System lift stations are located.

2.6.2 Other Facilities. The supporting system assets including without limitation: all wastewater collection, pumping, and transmission facilities of every kind and description whatsoever, all lift stations, pumps, generators, controls, collection and transmission pipes or facilities, valves, meters, service connections, and all other wastewater physical facilities and property installations in use in connection with the operation of the CLP Wastewater System.

2.6.3 Customer and Supplier Lists. All current customer records and supplier lists, as-built surveys, and water and sewer plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, accounting and customer records and all other information and business records in the possession of the County, which relate to the operation of the CLP Wastewater System. The County may make copies of its books and records, at its expense, before transferring the original or copies of the books and records to Lake Wales.

2.6.4 Permits and Approvals. All existing permits and other governmental authorizations and approvals of any kind in the possession of the County regarding the operation and maintenance of the CLP Wastewater System. The County and Lake Wales shall each execute all necessary forms required by governmental agencies to transfer said permits and approvals.

2.6.5 Books and Records. All books, records, and accounts of whatever kind or nature related to the CLP Wastewater System, including any operating accounts, books, or records, which are in the possession of the County.

2.6.6 Accounts, Accounts Receivable, and Unbilled Revenue. All CLP Wastewater System accounts, accounts receivable, and unbilled revenue existing as of the Transfer Date.

2.6.7 "As-Is" Conveyance. Except as described in Section 2.2 above, the County will Transfer the CLP Wastewater System to Lake Wales in its "as-is" condition, without warranty and guaranty.

2.7 **Conduct Pending Transfer.**

2.7.1 Business Conduct. Except as otherwise consented to in writing by Lake Wales, whose consent shall not be unreasonably withheld, delayed, or conditioned, for the period beginning on the Effective Date and ending on the Transfer Date, the County shall:

2.7.1.1 Operate the system in its usual, regular, and ordinary manner, and consistent with the County's operation of similar systems for which it is responsible. Maintain the CLP Wastewater System's material structures, equipment, permits, and other tangible personal property, except for depletion, depreciation, ordinary wear and tear, and damage by unavoidable casualty.

2.7.1.2 Perform in all material respects all its obligations under agreements, contracts and instruments relating to or affecting the CLP Wastewater System's properties, assets, and operation.

2.7.1.3 Comply in all material respect with all statutes, laws, ordinances, rules, and regulations applicable to the operation of the CLP Wastewater System.

2.7.2 Risk of Loss. The County, in its capacity as receiver, shall bear the risk of loss, damage or destruction of the CLP Wastewater System assets by fire or other casualty prior to the Transfer of the system. If any portion of the CLP Wastewater System assets are damaged by fire, act of God, or other casualty before its Transfer, then the Parties shall jointly assess the damage and impact on the system. If the damage requires a material repair or replacement of all or any portion of the system, then the Transfer shall be delayed until such time as the County can repair the system so it is in the same or similar condition as of the Effective Date and the CLP Wastewater System Improvements conform to the Section 2.2.1 requirements.

2.7.3 No Encumbrances. From and after the Effective Date the County shall not, without the prior written consent of Lake Wales, which consent shall not be unreasonably withheld, delayed, or conditioned, dispose of or encumber any of the CLP Wastewater System assets.

2.7.4 Access to Records. The County will provide Lake Wales reasonable access to its CLP Wastewater System records and facilities to assist Lake Wales's operating and administrative personnel with the operation of the system; provided, however, that no such access shall materially interfere with the system operation or the day-to-day activities of the County's personnel.

2.7.5 Transfer Date. Upon completion of the CLP Wastewater System Improvements the parties shall select a mutually agreeable date (the "Transfer Date") to Transfer the system to Lake Wales. The Parties may subsequently mutually agree to revise the Transfer Date as may be necessary to complete the conditions precedent to Transfer, or otherwise.

2.8 **Transfer Documents and Procedures.**

2.8.1 Deliverables from County. The County shall deliver the following Transfer documents to Lake Wales at least ten (10) calendar days prior to the Transfer Date for review and comment by the city:

2.8.1.1 County Deed(s) in the form described in Florida Statutes, Section 125.411, or deeds authorized by the Circuit Court having jurisdiction over the receivership of the CLP Wastewater System, conveying to Lake Wales fee simple title to the Real Property;

2.8.1.2 Instruments in appropriate recordable form, of all easements benefitting the CLP Wastewater System, conveying to Lake Wales all of the County's right, title and interest as receiver in all such easements, together with all utility improvements thereon;

2.8.1.3 General assignment by the County of all its other interests in the CLP Wastewater System, together with a general assignment of all associated accounts, open contracts, contract rights, agreements, warranties, general intangibles, permits, and approvals as provided for herein;

2.8.1.4 General bills of sale or other documents of assignment and transfer to all CLP Wastewater System assets;

2.8.1.5 All permits, governmental authorizations and approvals, together with any required applications for or transfer approvals from any and all agencies that have issued said permits, authorizations, and approvals;

2.8.1.6 All customer service security deposits for the CLP Wastewater System, if any, in the possession of the County, in its capacity as receiver;

2.8.1.7 A certified copy of the minutes of a duly noticed meeting where the Board of County Commissioners approved this agreement and the Transfer;

2.8.2 Deliverables from Lake Wales. At least ten (10) calendar days prior to the Transfer Date Lake Wales shall deliver the following documents to the County for review and comment: such assumption and assignment agreements as may be necessary to transfer all leases, permits, agreements, approvals and other interests in the CLP Wastewater System assets being assigned to it, and a certified copy of a resolution of the Lake Wales City Commission approving the Transfer. Said documents shall be dated as of the Transfer Date. The assignments and assumptions being prepared by the Parties may be incorporated into one document at the convenience of the Parties.

2.8.3 Completing the Transfer. Upon satisfaction of the conditions precedent set forth in Section 2.2 above, and provided both Parties have received final approval to proceed from (i) their respective governing bodies, (ii) the Circuit Court having jurisdiction over the CLP Wastewater System receivership, (iii) the Public Service Commission (if required), and (iv) the FDEP (if required), then on the Transfer Date established in Section 2.7.5 above, the Parties representatives will either meet to review and exchange the fully executed Transfer documents described herein, or exchange the documents via mail, deliver service, or hand delivery. The Transfer documents will be dated as of the Transfer Date. The Transfer will be complete upon the Parties acceptance of the Transfer documents. After

the Parties confirm acceptability of the documents, the County will record the deed(s) and any other Transfer document that must be recorded among the public records; the County will pay the applicable costs to record the Transfer documents. Each Party shall pay their respective attorneys' fees, costs, and expenses arising or associated with the Transfer.

2.8.4 Post Transfer Responsibilities. From and after the Transfer, the improved CLP Wastewater System shall be incorporated with and into the Lake Wales Wastewater System with Lake Wales responsible for its continued operation, maintenance, repair, and replacement, and any subsequent expansion. The County shall have no further responsibility for the CLP Wastewater System after the Transfer.

## SECTION 3. MISCELLANEOUS PROVISIONS.

3.1 **Disclaimer of Third-Party Beneficiaries**. This Agreement is solely for the benefit of the Parties herein, and no right or cause of action will accrue upon or by reason hereto or for the benefit of any third party.

3.2 **Termination; Withdrawal.** The Parties may at any time mutually consent to terminate the Agreement. Any Party may withdraw from the Agreement by providing a minimum one hundred and eighty (180) calendar day prior written notice to the other Parties.

3.3 **Notices**. Any notices regarding this Agreement will be sent in writing to the following addresses, or at such other address as each Party may indicate by notice given to the other Parties:

| | |
|---|---|
| Polk County: | Polk County Utilities Division<br>Attention: Utilities Director<br>1011 Jim Keene Boulevard<br>Winter Haven, Florida 33880 |
| with copy to: | Polk County Attorney<br>County Attorney's Office<br>330 W. Church Street<br>Bartow, Florida 33830 |
| Lake Wales: | Utilities Director<br>City of Lake Wales<br>_____<br>_____ |
| with copy to: | City Attorney's Office<br>City of Lake Wales<br>_____<br>_____ |

3.4 **Severability**. If any part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not

materially prejudiced and if the intentions of the Parties can continue to be affected. To that end, this Agreement is declared severable.

3.5 **Breach; Remedy**. In the event of breach of this Agreement by a Party ("Breaching Party"), the Party suffering the breach ("Serving Party") shall serve upon the Breaching Party a written notice of breach ("Notice of Breach") detailing the Breaching Party's non-compliance with the obligations set forth in this Agreement. Except for a breach caused by failure to timely pay project costs, a Breaching Party shall have a cure period ("Cure Period") of thirty (30) calendar days after receipt of the Notice of Breach within which to cure or otherwise comply with those obligations violated and set forth in the Notice of Breach. If the Breaching Party fails to timely cure or otherwise comply with such violated obligations, then, unless the Breaching Party's failure to cure or otherwise timely comply with those obligations violated is due to an event of Force Majeure, the Serving Party may subject to the mediation requirements of Section 3.7, below, pursue any and all remedies available in law, equity, and under this Agreement to include without limitation specific performance.

3.6 **Mediation**. If there is a dispute between the Parties arising out of or related to this Agreement which they cannot resolve, then unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise, prior to commencing any legal action or proceeding, the affected Parties will refer their dispute to non-binding mediation. The mediation will be conducted by a mediator mutually agreeable to all Parties who has experience in mediating disputes of a similar nature. The Parties will use a mediation procedure agreeable to the Parties and the mediator. The Parties will mediate the dispute in good faith, be bound by any resulting mediation agreement, equally share the costs of mediation, and timely pay the same. Mediation will commence within thirty (30) days after the date a Party requests mediation of a dispute, or if the agreed mediator is not available within that time period, then at the first opportunity the agreed mediator is available. A Party may not commence litigation of the dispute until (i) the mediator has declared the Parties are at an impasse, or (ii) one or all Parties have terminated the mediation. Among other matters the Parties intend this mediation process as an alternative to the conflict resolution procedure described in the Florida Governmental Conflict Resolution Act, Florida Statutes, Chapter 164.

3.7 **Assignment**. No Party may not assign this Agreement to a third party unless the other Parties consent in a mutually agreeable written joinder agreement by and among all the Parties and the third party assignee. All provisions contained in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties to the same extent as if each successor and assign were named as a party hereto.

3.8 **Liability and Hold Harmless**. Each Party shall to the extent allowed under Section 768.28, Florida Statues, indemnify and hold the other Party harmless from and against all claims, loss, damage and expense, including without limitation attorneys' fees, costs and expenses (both trial and appellate), arising from the negligent acts or omissions of the indemnifying Party's officers, and employees, related to its performance under this Agreement, provided, however, the indemnifying Party's responsibilities with respect to such liability shall not exceed the limits (the "Liability Limits") of liability stated in section 768.28(5), Florida Statues (or any successor statutory provision), regardless of whether a claim for damages or

other relief is based in tort, contract, statute, strict liability, negligence, product liability or any other legal theory. This section is not intended and does not establish a contractual obligation whereby any Party undertakes responsibility to any other party for any liability in amounts exceeding the Liability Limits under any legal theory, claim, or cause of action. This provision does not constitute a waiver of the Parties' sovereign immunity under Section 768.28, Florida Statute or extend the Parties' liability beyond the limits established in Section 768.28, Florida Statutes.

3.9 **Limitations of Liability**. IN NO EVENT SHALL A PARTY BE LIABLE TO ANOTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

3.10 **Time of the Essence**. Time is hereby declared to be of the essence to the lawful performance of the duties and obligations contained in this Agreement.

3.11 **Applicable Law**. This Agreement is an Interlocal Agreement as provided for in Florida Statutes, Section 163.01. This Agreement and the provisions contained herein will be construed, controlled, and interpreted according to the laws of the State of Florida, including all rules relating to permitting, construction, enforcement, and conflicts of laws.

3.12 **Ambiguities**. The Parties have been represented by counsel, or have had the opportunity to be represented by counsel, during the negotiation and preparation of this Agreement and therefore waive the application of any law or rule of construction providing that ambiguities in a contract shall be construed against the Party drafting the contract

3.13 **Entire Agreement; Effect on Prior Agreements**. This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the Parties in writing by formal amendment.

3.14 **Venue, Jury Trial; Attorneys' Fees, Costs and Expenses**. Venue of all actions will lie in Polk County, Florida. Each Party waives the right to a jury trial. 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, or resulting from this Agreement, which will include without limitation applicable courts costs, including appellate proceedings.

3.15 **Effective Date**. This Agreement will become effective on the date (the "Effective Date") the Agreement is filed with the Clerk of Court after all the Parties have executed this instrument; provided, however, that this Agreement shall not be filed by the County until after the closing of the sale of the Waverly Water and Wastewater System to the City.

**EXHIBIT A**

**UTILITY SERVICE AREA BOUNDARIES**



## EXHIBIT B

## REAL PROPERTY

That part of the North 1/2 of the NW 1/4 of the NE 1/4 of Section 35, Township 30 South, Range 27 East, Polk County, Florida, described as follows:
Commence at the SE corner of the North 1/2 of the NW 1/4 of the NE 1/4 of Section 35, Township 30 South, Range 27 East; thence run S89°52'24"W along the South line of said North 1/2 of the NW 1/4 of the NE 1/4 of Section 35 a distance of 80.00 feet to the Point of Beginning; thence continue S89°52'24"W along said South line a distance of 21.97 feet; thence N00°09'48"W a distance of 55.00 feet; thence N89°50'12"E a distance of 21.76 feet; thence S00°23'04"E a distance of 55.01 feet returning to the Point of Beginning.
AND
The South 55 feet of the East 80 feet of the NE 1/4 of the NW 1/4 of the NE 1/4 of Section 35, Township 30 South, Range 27 East, Polk County, Florida.

TOGETHER WITH an easement for ingress and egress being more particularly described as follows: The East 9 feet of Lot 85, Caloosa Lake Village Unit Two, according to the map or plat thereof, as recorded in Plat Book 61, Page 25, Public Records of Polk County, Florida.

AND the West 9 feet of Lot 86, Caloosa Lake Village Unit Two, according to the map or plat thereof, as recorded in Plat Book 61, Page 25, Public Records of Polk County, Florida. AND that part of the North 1/2 of the NW 1/4 of the NE 1/4 of Section 35, Township 30 South, Range 27 East, Polk County, Florida, described as follows:
Commence at the SE corner of the North 1/2 of the NW 1/4 of the NE 1/4 of Section 35, Township 30 South, Range 27 East, Polk County, Florida; thence run S89°52'24"W along the South line of said North 1/2 of the NW 1/4 of the NE 1/4 of Section 35 a distance of 80.00 feet; thence continue S89°52'24"W a distance of 21.97 feet along said South line to the Point of Beginning; thence continue S89°52'24"W along said South line a distance of 19.00 feet thence N00°31'36"W a distance of 54.99 feet; thence N89°50'12"E a distance of 19.35 feet; thence S00°09'48"E a distance of 55.00 feet returning to the Point of Beginning.

Parcel Identification Number: 273035-000000-013080

AND

Begin at the Southwest corner of the North 1/2 of the NE 1/4 of the NE 1/4 of Section 35, Township 30 South, Range 27 East; thence North 0°18'30" West along the West line of the said North 1/2 of the NE 1/4 of the NE 1/4, 300 feet; thence East 249.93 feet; thence South 0°18'30" East parallel to the West line of the said North 1/2 of the NE 1/4 of the NE 1/4 to a point on the South line of the said North 1/2 of the NE 1/4 of the NE 1/4; thence West along said South line 249.93 feet to Point of Beginning.

Parcel Identification Number: 353027-000000-011050

AND

Lot X, Block H, Crooked Lake Park, Tract Number 4, according to the plat thereof, as recorded in Plat Book 42, Page 13, of the Public Records of Polk County, Florida.

Parcel Identification Number: 353027-928300-008300

**AND**

Lot 73, Block A, CALOOSA LAKE VILLAGE, according to the map or plat thereof, as recorded in Plat Book 53, Page(s) 50 and 51, of the Public Records of Polk County, Florida;
Together with that portion of the Canal right of way lying North of Lot 73, Block A, Caloosa Lake Village, per plat recorded in Plat Book 53, Page(s) 50 and 51, of the Public Records of Polk County, Florida. Said property being the same as that described in that certain Resolution Closing Easement, adopted July 12, 1994 and recorded in Official Records Book 3426, Page 2145, of the Public Records of Polk County, Florida.

AND

Lot 74, Block A, CALOOSA LAKE VILLAGE, according to the map or plat thereof, as recorded in Plat Book 53, Page{s) 50 and 51, of the Public Records of Polk County, Florida;
Together with that portion of the Canal right of way lying North of Lot 74, Block A, Caloosa Lake Village, per plat recorded in Plat Book 53, Page(s) 50 and 51, of the Public Records of Polk County, Florida. Said property being the same as that described in that certain Resolution Closing Easement, adopted July 12, 1994 and recorded in Official Records Book 3426, Page 2145, of the Public Records of Polk County, Florida.

Parcel Identification Number: 273035-928510-001730



# EXHIBIT C

## WASTEWATER SYSTEM IMPROVEMENTS



**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:
STACY M. BUTTERFIELD, Clerk

By: _____
Deputy Clerk

POLK COUNTY, a political subdivision of the State of Florida

By: _____
Martha Santiago, Ed. D., Chair

Reviewed as to form and legal sufficiency:

By: _____
County Attorney's Office

ATTEST:

By: _____
City Clerk

CITY OF LAKE WALES, FLORIDA

By: _____
Mayor

Reviewed as to form and legal sufficiency:

By: _____
Thomas A. Cloud, Special Counsel

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:
STACY M. BUTTERFIELD, Clerk

By: _____
Deputy Clerk

POLK COUNTY, a political subdivision of the State of Florida

By: _____
Martha Santiago, Ed. D., Chair

Reviewed as to form and legal sufficiency:

By: _____
County Attorney's Office

ATTEST:

By: _____
City Clerk

CITY OF LAKE WALES, FLORIDA

By: _____
Mayor

Reviewed as to form and legal sufficiency:

By: _____
Thomas A. Cloud, Special Counsel

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:
STACY M. BUTTERFIELD, Clerk

By: _____
Deputy Clerk

POLK COUNTY, a political subdivision of the State of Florida

By: _____
Martha Santiago, Ed. D., Chair

Reviewed as to form and legal sufficiency:

By: _____
County Attorney's Office

ATTEST:

By: _____
City Clerk

CITY OF LAKE WALES, FLORIDA

By: _____
Mayor

Reviewed as to form and legal sufficiency:

By: _____
Thomas A. Cloud, Special Counsel

# *BACKUP DOCUMENTS*

**POLK COUNTY**

COPY

**Project Checklist**

- Project Name: Interlocal Utility Asset Transfer Agreement between the City of Lake Wales and Polk County (Crooked Lake Park Wastewater System)
- Project Location: East Regional Utility Service Area
- Source of Funds: NA
- Project Cost Summary: NA
- Certifications: This request has been reviewed by:

James Tully, PE, PG
Capital Improvement Program Manager

Charles Richards, CPA
Customer Service/Finance Manager

Tamara Richardson, PE
Utilities Division Director

COPY

## Utilities Division -Signature Request/Routing Request

**PLEASE REVIEW AND APPROVE THE ENCLOSED DOCUMENTS AND FORWARD AS NOTED BELOW**

**Board Agenda Track**

**This item is slated for the (Month) 2 (Day) 17 (Year) 2026 Bocc Meeting**

**PROJECT TITLE:** Interlocal Agreement to transfer the Crooked Lake Park Wastewater Utility System to the City of Lake Wales (No Fiscal Impact)

PROJECT MANAGER: James Tully

Number of original documents enclosed: 1 Original Agreement / 3 Signature pages

**MUST BE RETURNED BY : 1/23/2026**

- __N/A__ **PROCUREMENT /** Brad Howard: All originals with support are attached for your review and approval. **BRAD: Please forward this package to the County Attorney offices Attention Jackie Lanfair after signature**
- TN **COUNTY ATTORNEY/**Thomas Norsworthy: All originals with support are attached for your review and approval. **STACY : Please forward this package to the Deputy County Manager offices, Atten: Stacy Craver, after signature**
- JB **DEPUTY CO MGR/** John Bhode: All originals with support are attached for your review and approval. **MERCEDES: Please return this entire package back to Charles Richards in the Utilities Division after signature**

**Please email me a quick message to let me know when this package has left your offices to the next party – THANKS!**

**ATTEN: Emily Perez, Mail Drawer UT01 (Phone: 863-298-4142)**

# REQUEST FOR LEGAL SERVICES

COPY

**To:** **County Attorney's Office- Attention : Tom Norsworthy**

**From:** Tamara Richardson, P.E. Utilities Director

**Division:** Utilities

**Prepared by: Emily** Perez **Phone Number: 863-298-4142**

**Date:** January 15th, 2026

**Subject:** Interlocal Agreement to transfer the Crooked Lake Park Wastewater Utility System to the City of Lake Wales (No Fiscal Impact )

**BACKGROUND:**

In January 2021 the Crooked Lake Park Sewerage Company (the "Company") was the owner and operator of a domestic wastewater treatment facility and a wastewater collection and transmission system (the "CLP Wastewater System") serving the Crooked Lake Park residential subdivision located between U. S. Highway 27 and Crooked Lake, south of County Road 640. Later that year, the Company abandoned the CLP Wastewater System assets as provided in Florida Statutes, section 367.165. Upon the County's petition to the Tenth Judicial Circuit the Court appointed the County receiver of the CLP Wastewater System assets.

As receiver, the County has improved and repaired the CLP Wastewater System so it can operate in compliance with Florida Department of Environmental Protection requirements. The improvements include removing the CLP Wastewater System treatment facility and installing a wastewater force main to connect the subdivision to a City of Lake Wales wastewater force main which conveys the wastewater to the City's wastewater facility for treatment. When planning and making these improvements the County has worked with the City of Lake Wales which owns and operates the potable water system serving the Crooked Lake Park subdivision. As the County and City water utility staffs discussed the County's planned CLP Wastewater System improvements, each staff concluded it would be in the best interest of the Crooked Lake Park subdivision residents, the City, and the County, for the City to accept and incorporate the CLP Wastewater System into the Lake Wales Wastewater System after the County completed all its repairs and improvements to that system.

The proposed Interlocal Agreement (the "Agreement") addresses the CLP Wastewater System transfer to the City. The Agreement provides for the County and the City to prepare and implement a plan for the transition of CLP Wastewater System operations to the City and for communicating with system customers about the transition. The City will accept the improved CLP Wastewater System and assets in its "as-is" condition and will not pay the County for receiving the system. The system transfer is contingent upon the Circuit Court's approval which is expected. The City has already approved the Agreement.

**REQUESTED ACTION:**

Approve the Interlocal Agreement to transfer the Crooked Lake Park Wastewater Utility System to the City of Lake Wales.

**Need response no later than** **Thursday** **1** **23** **2026**

**(day o□month)** **(month)** **(day)** **(Year)**

County Attorney

JAN 16 2026

APPROVED BY

See note below

Tom Norsworthy 1/22/26

---

For County Attorney office use only:

_____

Date_____

Signature

Assign to : Tom Norsworthy

Date 1/20/26

County Attorney Project No: 2026-45 Logged out: _____

* I replaced pp. 12-13 of the Agreement to include a depiction (which is the same as Exhibit C) which is referenced multiple times within the document as being part of Exhibit B. The Agreement form which Lake Wales approved does not include the depiction in Exhibit B, but adds its own service area as part of Exhibit A. So, an amendment may be next to correctly identify the Agreement exhibits (although the exhibit's content is correct) TN

Polk County

Board of County Commissioners

Agenda Item R.25. 2/17/2026

## SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Paradise Lawn Care of Central Florida Inc. (No Fiscal Impact)

## DESCRIPTION

Paradise Lawn Care of Central Florida Inc is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

## RECOMMENDATION

Recommend the Board grant approval of the application by Paradise Lawn Care of Central Florida Inc as a Non-Exclusive Commercial Franchise for FY2025-26.

## FISCAL IMPACT

No fiscal impact.

## CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

DRAFT

# COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: Keith Bond- Paradise Lawn Care Date: 8/18/25

| Status | Brief Description of Application Requirements |
|---|---|
| ☑ Met; ☐ Not Met | Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a) |
| ☒ Met; ☐ Not Met | Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a) |
| ☒ Met; ☐ Not Met | Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b) |
| ☒ Met; ☐ Not Met | Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c) |
| ☒ Met; ☐ Not Met | List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d) |
| ☒ Met; ☐ Not Met | List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e) |
| ☒ Met; ☐ Not Met | Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f) |
| ☒ Met; ☐ Not Met | Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g) |
| ☒ Met; ☐ Not Met | Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h) |
| ☒ Met; ☐ Not Met | Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i) |
| ☒ Met; ☐ Not Met | Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j) |
| ☒ Met; ☐ Not Met | Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5) |

contains list of frequency
letter of Resume of Experience

DRAFT

9-16-25 Sent Email asking






# Detail by Entity Name

Florida Profit Corporation
PARADISE LAWN CARE OF CENTRAL FLORIDA, INC.

**Filing Information**

| | |
|---|---|
| **Document Number** | P01000034399 |
| **FEI/EIN Number** | 59-3710846 |
| **Date Filed** | 04/02/2001 |
| **State** | FL |
| **Status** | ACTIVE |
| **Last Event** | REINSTATEMENT |
| **Event Date Filed** | 10/10/2019 |

**Principal Address**

1540 N. Scenic Hwy
LAKE WALES, FL 33853

Changed: 04/23/2016

**Mailing Address**

1117 S. Lake Starr Blvd
LAKE WALES, FL 33898

Changed: 04/24/2017

**Registered Agent Name & Address**

BOND, KEITH
1117 S. Lake Starr Blvd
LAKE WALES, FL 33898

Name Changed: 10/10/2019

Address Changed: 04/24/2017

**Officer/Director Detail**

**Name & Address**

Title PP

BOND, KEITH

**2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

**FILED**
**Feb 10, 2025**
**Secretary of State**
**1676932189CC**

DOCUMENT# P01000034399

**Entity Name:** PARADISE LAWN CARE OF CENTRAL FLORIDA, INC.

**Current Principal Place of Business:**

1540 N. SCENIC HWY
LAKE WALES, FL 33853

**Current Mailing Address:**

1117 S. LAKE STARR BLVD
LAKE WALES, FL 33898 US

**FEI Number: 59-3710846**

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

BOND, KEITH
1117 S. LAKE STARR BLVD
LAKE WALES, FL 33898 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: KEITH BOND 02/10/2025
Electronic Signature of Registered Agent — Date

**Officer/Director Detail :**

| | |
|---|---|
| Title | PP |
| Name | BOND, KEITH |
| Address | 1117 S. LAKE STARR BLVD |
| City-State-Zip: | LAKE WALES FL 33898 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: KEITH BOND PP 02/10/2025
Electronic Signature of Signing Officer/Director Detail — Date

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| **PRODUCER**<br>Soles Insurance Group Inc.<br>456 S. Indiana Ave<br>Englewood FL 34223 | CONTACT NAME: Lindsey Quinn<br>PHONE (A/C, No, Ext): 941-460-3684 FAX (A/C, No): 941-460-6122<br>E-MAIL ADDRESS: Lindsey@solesins.com |
| **INSURED**<br>Paradise Lawn Care of Central Florida, Inc. DBA<br>Earth-Tech Property Solutions of Polk County<br>1117 S Lake Starr Blvd<br>Lake Wales FL 33898-7666 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Westfield Insurance Company — 24112<br>INSURER B : BusinessFirst Insurance Company — 11697<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | CWP 491165V | 8/24/2025 | 8/24/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS [ ] NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | CWP 391165V | 1/29/2026 | 8/24/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | 521-19797 | 6/18/2025 | 6/18/2026 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | PROPERTY | | | CWP 491165V | 1/29/2027 | 8/24/2026 | | |
| | INLAND MARINE | | | CWP 491165V | 1/29/2027 | 8/24/2026 | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

Polk County
Solid Waste Division
10 Environmental Loop South
Winter Haven FL 33880

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Van Soles

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

State Farm

LACY MCCLINTOCK, AGENT
STATE FARM INSURANCE
600 3RD ST SW
WINTER HAVEN FL 33880

CONTACT NAME: JULIE TRAMMELL
PHONE (A/C, No, Ext): 863-294-3580 FAX (A/C, No): 863-299-6505
E-MAIL ADDRESS: JULIE@TEAMLACY.COM

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : State Farm Mutual Automobile Insurance Company | 25178 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

PARADISE LAWN CARE OF CENTRAL FL INC
1117 S LAKE STARR BLVD
LAKE WALES FL 33898

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADD INSD | SUB WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | GENERAL AGGREGATE | $ |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | P70 3496-E19-59 | | | | |
| | ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY | | | 2012 FORD F550 FLATBED | 12/16/2025 | 11/19/2026 | BODILY INJURY (Per person) | $ 1,000,000 |
| | | | | 1FD0X5HT5CEB07880 | | | BODILY INJURY (Per accident) | $ 2,000,000 |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ 1,000,000 |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | PIP/FL NO FAULT | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | EACH OCCURRENCE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | AGGREGATE | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | | $ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ N/A | | | | | | ☐ PER STATUTE ☐ OTH-ER | $ |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

POLK COUNTY SOLID WASTE DIVISION
10 ENVIRONMENTAL LOOP S
WINTER HAVEN, FL 33880

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A2607515



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1001486 132849.14 04-13-2022

Paradise

LAWN CARE OF CENTRAL FLORIDA, INC

1117 S Starr Lake Blvd, Lake Wales, Florida 33898

11/21/25

To whom it may concern,

As of the date of the correspondence stated above, your business name as well as its Managing Member/Owner name has never and is currently not involved in any type of litigation, criminal proceedings, judgements, and or liens including the Internal Revenue Service and all state and federal government litigation, civil suits, or any agency enforcement cases.

I, Keith Bond, MGR/Owner of Paradise Lawn Care of Central Florida, Inc., do attest the above statement to be true and correct.

State: Florida County of : Polk

The foregoing instrument was acknowledged before me on this 21st day of November, 2025, by Keith Bond who produced: _____, or is personally known.

Amanda Rose Hayes — Keith Bond

Notary Signature: Applicant Signature:

Amanda Rose Hayes — Keith Bond

Printed Name: Printed Name:

SEAL:

AMANDA ROSE HAYES
MY COMMISSION # HH 530005
EXPIRES: June 2, 2028




1117 S Starr Lake Blvd. Lake Wales, Florida 33898

To whom it may concern,

I am keith Bond, owner and operator of Paradise Lawn Care of Central Florida Inc., which was founded in 1993 by my brother, and I took over in 1996 after running several other successful businesses. For more then 30 years, I have worked to build Paradise Lawn Care into a trusted leader in Polk County, proudly serving over 1,500 residents and businesses. My team and I specialize in residential, commercial, and estate property care with expertise in site preparation, landscape and hardscape development, irrigation system installation and repair, as well as driveway and paver installation. We are the parent company of Earth-Tech Property Solutions of Polk County. We operate a dedicated division for spraying, fertilization, and pest control to provide complete lawn and property care solutions. Paradise Lawn care has been voted Best in Winter Haven several times, as a recognition that reflects the strong relationships and trust we've built in the community, I take pride in our company's commitment to professionalism, quality, and environmental responsibility, including over three decades of responsible use of the Polk County Waste Facility.

Sincerely,

Keith Bond

President

Paradise Lawn Care

Earth-Tech Property Solutions of Polk County

**POLK COUNTY WASTE & RECYCLING**

**NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST**

**FRANCHISEE** Paradise Lawn Care of Central Florida

**FOR YEAR** 2025

*OFFICE USE ONLY*

*DATE RECEIVED* _____

*DATE TO AUDITING* _____

*ACCEPTED* _____

| VEHICLE MAKE | VEHICLE MODEL | YEAR | TYPE *(RO, REL, FEL, ASL, ETC.)* | CAPACITY *(CU YD)* | VEHICLE SIZE *(GVW)* | VEHICLE IDENTIFICATION NUMBER |
|---|---|---|---|---|---|---|
| 2012 Ford | F550 | 2012 | | | | 1FDOX5HT5CEBO7880 |
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1398

REVISED 08/2014

**POLK COUNTY WASTE & RECYCLING**

**NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST**

**FRANCHISEE** Paradise Lawn Care of Central Florida

**FOR YEAR** 2025

*OFFICE USE ONLY*

*DATE RECEIVED* _____

*DATE TO AUDITING* _____

*ACCEPTED* _____

| CUSTOMER NAME | CONTAINER TYPE/SIZE | | | | CAPACITY (CU YD) | COLLECTION FREQUENCY | | CONTAINER IDENTIFICATION NUMBER |
|---|---|---|---|---|---|---|---|---|
| | DUMPSTER | COMPACTOR | ROLL OFF | OTHER | | ON CALL | DAYS/WK | |
| Paradise Lawn Care of Central Florida | Dump TRL | | | ☑ | 20YD | | | 49vdx182162695793 |
| Paradise Lawn Care of Central Florida | Dumpster | | ☑ | | 12YD | | | 4ZEGMA148K1184168 |
| Paradise Lawn Care of Central Florida | Dumpster | | ☑ | | 12YD | | | 4ZEGMA145L3193836 |
| Paradise Lawn Care of Central Florida | Dumpster | | ☑ | | 12YDS | | | 4ZEGMA145M3214301 |
| Paradise Lawn Care of Central Florida | Dumpster | | ☑ | | 12YDS | | | N/A |
| Paradise Lawn Care of Central Florida | Dumpster | | ☑ | | 12YDS | | | N/A |
| Paradise Lawn Care of Central Florida | Dumpster | | ☑ | | 12YDS | | | N/A |
| Paradise Lawn Care of Central Florida | Dumpster | | ☑ | | 12YDS | | | 4ZEGMA142K1183663 |
| | | | | | | | | |
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1399

**POLK COUNTY LOCAL BUSINESS TAX RECEIPT**

**ACCOUNT NO. 24828** **CLASS:** A **EXPIRES:** **09/30/2025**

| OWNER NAME | LOCATION |
|---|---|
| KEITH BOND | 1540 N SCENIC HWY<br>LAKE WALES |

**BUSINESS NAME AND MAILING ADDRESS**

**PARADISE LAWN CARE OF CENTRAL FLORIDA INC**
EARTH-TECH PROPERTY SOLUTIONS OF POLK COUNTY
PARADISE LAWN CARE OF CENTRAL FLORIDA INC
1117 S LAKE STARR BLVD
LAKE WALES, FL 338988705

| CODE | ACTIVITY TYPE |
|---|---|
| 810000 | LTD OTHER SERVICES |

| OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR | THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION |
|---|---|

**PAID - 2490873 07/10/2024 OPY** **OLP 31.50** **PARADISE LAWN CARE OF CENTRAL FLORIDA INC**

1400

# INDEMNITY

**WHEREAS, THE UNDERSIGNED** Keith Bond (the "Undersigned"), is the President of Paradise Lawn Care of Central Flor (the "_____"), a S Corporation,

**WHEREAS**, the Keith Bond, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

**WHEREAS**, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

**WHEREAS**, the Undersigned is duly authorized to execute this instrument by and on behalf of the Paradise Lawn Care of Central Florida, Inc.

**NOW, THEREFORE**, in consideration of the benefits accruing to the Paradise Lawn Care o Central Florida, Inc and for other good and valuable consideration, the Undersigned, by and on behalf of the Paradise Lawn Care of Central Florida does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Paradise Lawn Care of Central Florida, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

**IN WITNESS WHEREOF**, the Undersigned has executed this instrument by and on behalf of the above Company this 18th day of August, 2025.

**ATTEST:**

By: Amanda Rose Hayes
Amanda Rose Hayes
[Printed Name, Title]

Paradise Lawn Care of Central Florida, I
a S corporation
By: Keith Bond
Keith Bond
[Printed Name, Title]

SEAL

NOTARY PUBLIC STATE OF FLORIDA
AMANDA ROSE HAYES
MY COMMISSION # HH 530005
EXPIRES: June 2, 2028

# AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

**STATE OF FLORIDA**
**COUNTY OF** Polk

Before me, the undersigned notary public authorized to administer oaths, personally appeared Keith Bond who, first being duly sworn, on oath deposes and states, as follows:

1) He is Paradise Lawn Care of Central Florida, a S corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against Paradise lawn Care of. Central Fla In

4) There are no liens of record filed by the Internal Revenue Service against Paradise Lawn Care of. Central Florida, Inc

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against Paradise Lawn Care of. Central Florida, Inc.

6) Keith Bond acknowledges and consents that the County shall have the right to inspect Paradise Lawn Care of Central Florida, Inc. vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, Paradise Lawn Care of Central Florida, Inc has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term 1 year will continue to comply with the same.

Further the affiant sayeth not.

Dated the 18th day of August, 2025

Keith Bond
Sworn Person Signature

Keith Bond President
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 18th day of August, 2025, by Keith Bond, who is either ☒ personally known to me; or ☐ has produced _____ as identification.

AMANDA ROSE HAYES
MY COMMISSION # HH 530005
EXPIRES: June 2, 2028

Amanda Rose Hayes
Notary Public Signature

Amanda Rose Hayes
Printed Name of Notary Public

HH 530005 / June 2, 2028
Notary Commission Number/Expiration

(AFFIX NOTORIAL SEAL)

DEPARTMENT OF Solid Waste, POLK COUNTY FLORIDA No 97651

RECEIVED FROM Paradise Lawn Care of Central Florida Inc Date 8/25 20 25

| FUND | COST CENTER | ACCOUNT | PROJECT |
|---|---|---|---|
| | | | |

FOR: Application Fee for Franchise $ 750.00

$

$

$

CASH ☐ _____ BY: Veronica Tuepin-Cavanis

CHECK ☐ 001320

TOTAL $750.00

REVISED 05/12

---

PARADISE LAWN CARE OF CENTRAL FLORIDA INC
OPERATING ACCOUNT
1540 N. SCENIC HWY
LAKE WALES, FL 33853

001320

63-0340/0631

DATE 8/21/25

PAY TO THE ORDER OF Polk County Solid Waste Division $ 750.00

Seven Hundred fifty 00/100 DOLLARS

Citizens
Bank & Trust
Lake Wales, Florida 33859 Br.31

MEMO Application Fee

⑈001320⑈ ⑆063103407⑆ 5206272401⑈

Polk County

Board of County Commissioners

Agenda Item R.26. 2/17/2026

## SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Let It Go Dumpsters LLC. (No Fiscal Impact)

## DESCRIPTION

Let It Go Dumpsters LLC is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

## RECOMMENDATION

Recommend the Board grant approval of the application by Let It Go Dumpsters LLC as a Non-Exclusive Commercial Franchise for FY2025-26.

## FISCAL IMPACT

No fiscal impact.

## CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

# COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: Let it Go Dumpster LLC Date: 12.22.25

| Status | Brief Description of Application Requirements |
|---|---|
| ☐ Met; **1.** ☐ Not | Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a) |
| ☑ Met; **2.** ☐ Not Met | Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a) |
| ☑ Met; **3.** ☐ Not Met | Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b) |
| ☑ Met; **4.** ☐ Not Met | Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c) **MUST BE NOTARIZED** |
| ☑ Met; **5.** ☐ Not Met | List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d) |
| ☑ Met; **6.** ☐ Not Met | List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e) |
| ☑ Met; **7.** ☐ Not Met | Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f) |
| ☐ Met; **8.** ☐ Not Met | Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g) **Certificate Holder: Polk County, a political subdivision of the State of Florida. 330 W Church St, Rm 150 Bartow, FL 33830** |
| ☐ Met; **9.** ☐ Not Met | Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h) |
| ☑ Met **10.** ☐ Not Met | Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i) **MUST BE NOTARIZED** |
| ☑ Met; **11.** ☐ Not Met | Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j) **MUST BE NOTARIZED** |
| ☑ Met **12.** ☐ Not Met | Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5) |

**2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

**FILED**
**Jan 21, 2025**
**Secretary of State**
**0371862480CC**

DOCUMENT# L23000223548

**Entity Name:** LET IT GO DUMPSTERS LLC

**Current Principal Place of Business:**

1825 US HIGHWAY 17 N
FORT MEADE, FL 33841

**Current Mailing Address:**

2990 SPRING LAKE RD
LAKE WALES, FL 33898

**FEI Number:** 92-3984737

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

MCCARTNEY, CHARLES S
2990 SPRING LAKE RD
LAKE WALES, FL 33898 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: _____ Date

Electronic Signature of Registered Agent

**Authorized Person(s) Detail :**

| | | | |
|---|---|---|---|
| Title | MGR | Title | MGR |
| Name | MCCARTNEY, CHARLES S | Name | HUNTER, KYLE S |
| Address | 2990 SPRING LAKE RD | Address | 1825 US HIGHWAY 17 N |
| City-State-Zip: | LAKE WALES FL 33898 | City-State-Zip: | FORT MEADE FL 33841 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: CHARLES MCCARTNEY MGR 01/21/2025

Electronic Signature of Signing Authorized Person(s) Detail Date

BLAISE INGOGLIA
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA**
**DEPARTMENT OF FINANCIAL SERVICES**
**DIVISION OF WORKERS' COMPENSATION**

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

**NON-CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 12/9/2024 **EXPIRATION DATE:** 12/9/2026

**PERSON:** CHARLES MCCARTNEY **EMAIL:** CMCCARTNEY202@GMAIL.COM

**FEIN:** 923984737

**BUSINESS NAME AND ADDRESS:**

LET IT GO DUMPSTERS LLC

2990 SPRING LAKE RD

LAKE WALES, FL 33898

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

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IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/08/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| **PRODUCER**<br>KE Insurance Agency<br>936 US Highway 1<br>Sebastian FL 32958 | **CONTACT NAME:** Rita Bailey<br>**PHONE (A/C, No, Ext):** (772) 589-1800 **FAX (A/C, No):** (772) 388-2067<br>**E-MAIL ADDRESS:** RITA@KEAGENCY.COM |
| **INSURED**<br>LET IT GO DUMPSTERS LLC | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Security National Ins Company<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| X | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC<br>OTHER: | | | SES183210500 | 09/23/25 | 09/23/26 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| X | UMBRELLA LIAB OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | EXS1833423 00 | 01/08/25 | 01/08/26 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

POLK COUNTY , a political subdivision of the state of Florida
330 W Church St RM 150
Bartow Fl 33830

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Rita Bailey

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Let It Go Dumpsters LLC

2990 Spring Lake Road

Lake Wales, FL 33898

December 3, 2025

To Whom it may concern:

As of the date of the correspondence stated above, Let It Go Dumpsters LLC, as well as it's Managing Member/Owner, Let It Go Dumpsters LLC has never had involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases are applicable to its principles, partners, and officers.

I, Charles McCartney, Managing Partner of Let It Go Dumpsters LLC, do attest the above statement to be true and correct.

State Florida County of Polk

The foregoing instrument was acknowledged before me this 3rd day of December personally know or produced identification.

TINA M GRIFFIN
MY COMMISSION # HH 361920
EXPIRES: June 13, 2027

Tina M. Griffin
12/3/2025

Charles McCartney
12/3/2025



Let It Go Dumpsters LLC

2990 Spring Lake Rd

Lake Wales, FL 33898

Let it Go Dumpsters was established in 2023. We have had 3 good year of reliable trash management and disposal. We have serviced customers all over Polk County and continue to support our long-term customers. Most of our dumpster rentals are long term positions at various construction locations and businesses. Please refer to our website for more pictures and information about Let It Go Dumpsters.

www.letitgodumpsters.com

1411

**POLK COUNTY WASTE & RECYCLING**

**NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST**

FRANCHISEE Let It Go Dumpsters LLC

FOR YEAR _____

*OFFICE USE ONLY*

*DATE RECEIVED* _____

*DATE TO AUDITING* _____

*ACCEPTED* _____

| VEHICLE MAKE | VEHICLE MODEL | YEAR | TYPE (RO, REL, FEL, ASL, ETC.) | CAPACITY (CU YD) | VEHICLE SIZE (GVW) | VEHICLE IDENTIFICATION NUMBER |
|---|---|---|---|---|---|---|
| Chevy | 3500 | 2024 | Truck | N/A | 14,000 | 1GC4YUEY1RF171141 |
| Ford | F-350 | 2017 | Truck | N/A | 12,400 | 1FT8W3BT5HED99058 |
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REVISED 08/2014

1412

**POLK COUNTY WASTE & RECYCLING**

**NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST**

**FRANCHISEE** Let It Go Dumpster LLC

**FOR YEAR** _____

*OFFICE USE ONLY*

*DATE RECEIVED* _____

*DATE TO AUDITING* _____

*ACCEPTED* _____

| CUSTOMER NAME | CONTAINER TYPE/SIZE | | | | CAPACITY (CU YD) | COLLECTION FREQUENCY | | CONTAINER IDENTIFICATION NUMBER |
|---|---|---|---|---|---|---|---|---|
| | DUMPSTER | COMPACTOR | ROLL OFF | OTHER | | ON CALL | DAYS/WK | |
| Williams Collision | | | X | | 17 | X | | 23010 |
| SnB Concrete | | | X | | 17 | X | | 23011 |
| SnB Concrete | | | X | | 17 | X | | 23012 |
| Rental | | | X | | 17 | X | | 23013 |
| Rental | | | X | | 20 | X | | 24010 |
| Golden Ridge Groves | | | X | | 10 | X | | 25010 |
| Rental | | | X | | 10 | X | | 25011 |
| Rental | | | X | | 18 | X | | 25012 |
| Rental | | | X | | 18 | X | | 25013 |
| Rental | | | X | | 18 | X | | 25014 |
| Rental | | | X | | 18 | X | | 25015 |
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**POLK COUNTY LOCAL BUSINESS TAX APPLICATION FORM**

**ACCOUNT NO. 256968** **CLASS: A** **PAYMENT DUE BY: 09/30/2025**

| OWNER NAME | LOCATION |
|---|---|
| CHARLES SPEARMAN MCCARTNEY | 1825 HWY 17 N<br>FORT MEADE |

**BUSINESS NAME AND MAILING ADDRESS**

LET IT GO DUMPSTERS LLC
LET IT GO DUMPSTERS LLC
1825 HWY 17 N
FORT MEADE, FL 33841

| CODE | ACTIVITY TYPE |
|---|---|
| 530000 | LTD PROP SALES LEASING EQUIP RENTAL |

**SIGN HERE** LETITGODUMPSTERS@GMAIL.(

| SIGNATURE INDICATES APPLICANT READ AND UNDERSTANDS THE APPLICATION AFFIDAVIT ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS TRUE AND CORRECT. | AMOUNT DUE: 47.80 |
|---|---|

**PAID - 3953094 12/23/2025 OPY** **OLP 47.80 LET IT GO DUMPSTERS LLC**

## For Your Information: What You Need To Know About Tangible Personal Property

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser`s Office by April 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser`s Office website, polkpa.org.

**POLK COUNTY LOCAL BUSINESS TAX RECEIPT**

**ACCOUNT NO. 256968** **CLASS: A** **EXPIRES: 09/30/2026**

| OWNER NAME | LOCATION |
|---|---|
| CHARLES SPEARMAN MCCARTNEY | 1825 HWY 17 N<br>FORT MEADE |

**BUSINESS NAME AND MAILING ADDRESS**

LET IT GO DUMPSTERS LLC
LET IT GO DUMPSTERS LLC
1825 HWY 17 N
FORT MEADE, FL 33841

| CODE | ACTIVITY TYPE |
|---|---|
| 530000 | LTD PROP SALES LEASING EQUIP RENTAL |

| OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR | THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION |
|---|---|

**PAID - 3953094 12/23/2025 OPY** **OLP 47.80 LET IT GO DUMPSTERS LLC**

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

**STATE OF FLORIDA**
**COUNTY OF** Polk

Before me, the undersigned notary public authorized to administer oaths, personally appeared Charles McCartney who, first being duly sworn, on oath deposes and states, as follows:

1) He is Owner, a LP corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against Let It Go Dumpsters LLC

4) There are no liens of record filed by the Internal Revenue Service against Let It Go Dumpsters LLC

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against Let It Go Dumpsters LLC

6) Charles McCartney acknowledges and consents that the County shall have the right to inspect Let It Go Dumpsters LLC vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, Let It Go Dumpsters LLC has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term One Year will continue to comply with the same.

Further the affiant sayeth not.

Dated the 2 day of December, 2025

Sworn Person Signature

Charles McCartney
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 2 day of December, 2025, by Charles M. Cartney, who is either ☒ personally known to me; or ☐ has produced _____ as identification.

Wendy L. Etheridge
Notary Public, State of Florida
My Comm Expires January 6, 2029
Commission #HH626167

Wendy L. Etheridge
Notary Public Signature

Wendy Etheridge
Printed Name of Notary Public

HH626167
Notary Commission Number/Expiration

(AFFIX NOTORIAL SEAL)

**INDEMNITY**

**WHEREAS, THE UNDERSIGNED** Charles McCartney (the "Undersigned"), is the Owner of Let It Go Dumpsters LLC (the "_____"), a _____,

**WHEREAS**, the Charles McCartney, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

**WHEREAS**, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

**WHEREAS**, the Undersigned is duly authorized to execute this instrument by and on behalf of the Let It Go Dumpsters LLC

**NOW, THEREFORE**, in consideration of the benefits accruing to the Let It Go Dumpsters LLC and for other good and valuable consideration, the Undersigned, by and on behalf of the Let It Go Dumpsters LLC does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Let It Go Dumpsters LLC, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

**IN WITNESS WHEREOF**, the Undersigned has executed this instrument by and on behalf of the Let It Go Dumpsters LLC this 2 day of December, 20 25

**ATTEST:**

a Co-Owner

By: Wendy L. Etheridge

Wendy L Etheridge
[Printed Name, Title]

By: _____

_____
[Printed Name, Title]

AFFIX NOTORIAL SEAL

Wendy L. Etheridge
Notary Public, State of Florida
My Comm Expires January 6, 2029
Commission #HH626167

# Result: Payment Authorized
# Confirmation Number: 186224316

Your payment has been authorized successfully and payment will be processed.

The Polk County BoCC - Solid Waste department Thanks You For Your Payment. Credit Card Services provided by Polk County BoCC - Solid Waste department are in connection with POINT & PAY. Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

## My Bills

| Description | Amount |
|---|---|
| Miscellaneous Charges payment of $750.00 on Ticket Number NEW FF APP | $750.00 |

| | |
|---|---|
| Subtotal: | $750.00 |
| Convenience Fee: | $0.00 |
| **Total Payment:** | **$750.00** |

## Customer Information

First Name: CHARLES

Last Name: MCCARTNEY

## Payment Information

Payment Date: 11/17/2025

Card Type: Visa

Card Number: **********7463

**Signature:** _____ **Date:** 11/17/2025

By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *CTYPolkWsteGOV*. If you have any questions about the charges please call 1-888-891-6064.

Agenda Item R.27. 2/17/2026

## SUBJECT

SET HEARING to consider the adoption of an Ordinance of the Polk County Board of County Commissioner entitled Polk County Right-of-Way Sign Enforcement Ordinance. SUGGESTED HEARING DATE: March 3, 2026, at 9:00 a.m.

## DESCRIPTION

The proliferation of large, semi-permanent signs (often erected by home builders and developers) within the County right-of-way has become a serious issue. Unlike small wire "snipe" signs, these structures are often constructed of wood, concrete, or rigid PVC, posing a "serious threat to public health, safety, and welfare" as fixed-object hazards.

The proposed ordinance establishes a Hybrid Enforcement Model that imposes an immediate civil fine for the act of placing the sign in the right-of-way. The Ordinance also provides a 7-day cure period for the removal of the sign before the County removes it and assesses costs.

## RECOMMENDATION

Set Hearing to consider the adoption of an Ordinance of the Polk County Board of County Commissioner entitled Polk County Right-of-Way Sign Enforcement Ordinance.

## FISCAL IMPACT

No fiscal impact.

## CONTACT INFORMATION

Randall E. Vogel
Assistant County Attorney
863-534-6744