Polk County Board of County Commissioners

Meeting Agenda - Final

June 16, 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. The Honorable Scott Franklin, United States House of Representatives, to present the Government Finance Officers' Association (GFOA) Certificate of Achievement Awards for Financial Reporting for the 2024 Annual Comprehensive Financial Report and the 2024 Popular Annual Financial Report to Stacy M. Butterfield, CPA, Clerk and Comptroller. He will present the GFOA Distinguished Budget Award for 2024 to Commissioner Martha Santiago, Ed.D, Chairman, Board of County Commissioners.

A.2. 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 June 2, 2026.

D. APPROVE CONSENT AGENDA

D.1. Approve Consent Agenda.

E. REQUEST FROM ELECTED OFFICIAL and OTHER GOVERNMENTAL AGENCY

E.1. Approval of precinct changes resulting from newly created districts for US House of Representatives, Florida House of Representatives, and the Florida Senate, as recommended by Melony Bell, Polk County Supervisor of Elections (No fiscal impact).

F. COUNTY ATTORNEY (RANDY MINK)

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Confirm Appointment of Mr. Scott Lowery to serve as the Director of the Real Estate Services Division.

G.2. Request Board approve construction contract with Jr. Davis Construction Company., Inc. for the Thompson Nursery Road Extension Phase 1 - Segment 1 project. ($33,523,440.79 one-time expense)

G.3. Request Board Approve Amendment 4 with Kimley-Horn and Associates, for Agreement 2022-041, professional engineering and design services for Thompson Nursery Road (TNR) - Phase II Roadway Widening project. ($3,453,821.68 one-time expense)

G.4. Request Board approve 1) Construction Manager at Risk (CMAR), Guaranteed Maximum Price (GMP) Addendum with Miller Construction Management, Inc. for the Caloosa Lake Fire Rescue Station 21 ($6,390,171.95 one-time expense) and 2) CIP amendment and budget transfer from the Emergency Medical Millage Fund in the amount of $1,693,204.00, to fully fund the project.

G.5. Accela Cloud Software Renewal Agreement - Five-Year Term ($2.79 Million over 5YR Term)

H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Commissioner Troutman Comments.

I. COMMISSIONER DISTRICT 2 (RICK WILSON)

I.1. Commissioner Wilson Comments.

J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

J.1. Commissioner Braswell Comments.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Commissioner Scott Comments.

L. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO, CHAIR)

L.1. Chair Santiago Comments.

M. LAY BOARD APPOINTMENTS

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

* County Attorney opening comments

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

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

N.3. Public Hearing (LDCPAS-2025-36 Hwy 540A OCX CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change Future Land Use Map designation from Residential Suburban-X (RSX) to Office Center-X (OCX) on 1.35± acres.

N.4. Public Hearing (LDCPAS-2026-3 Sumner North Cozart Road CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Business Park Center (BPC) to Industrial (IND) on ±25.8 acres. (No Fiscal Impact)

N.5. Public Hearing (LDCPAS-2025-12 Keller Road PM to A/RR CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Phosphate Mining (PM) to Agricultural/Residential Rural (A/RR) on 19.47± acres.

N.6. Public Hearing (LDCPAS-2025-13 Mt Pisgah Rd PM to A/RR CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Phosphate Mining (PM) to Agricultural/Residential Rural (A/RR) on 2.0± acres.

N.7. Public Hearing (LDCPAS-2026-4 Fort Groves CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan map amendment to change the land use designation from Phosphate Mining (PM) to Agricultural/Rural Residential (A/RR). (No Fiscal Impact)

N.8. Public Hearing (LDCT-2026-3 Recreational Use Easements) (Adoption Hearing) to amending Chapter 3, Conditional Uses, Section 303, Criteria for Conditional Uses for High Intensity Recreation to allow access via easement for firearms ranges; providing for severability. (No Fiscal Impact)

N.9. Public Hearing (LDCT-2026-8 ATMs & Vending Machines) (Adoption Hearing) to consider the adoption of an ordinance amending the Land Development Code to add standards and definitions for stand-alone vending machines and automated teller machines. (No Fiscal Impact)

N.10. Public Hearing (LDCPAL 2026-5 ILE Duplex and Sewer Text Amendment CPA) (Transmittal Hearing) to consider the adoption of a Large-Scale Comprehensive Plan Text Amendment to Policies in Section 2.130 modifying sewer connection requirements to allow septic tanks for duplexes in Residential Low-X (RL-X) for Indian Lakes Estates (ILE). This case is related to LDC-2026-12, a companion Land Development Code Text Amendment. (No Fiscal Impact)

N.11. Public Hearing (LDCT-2026-12 ILE LDC Duplex and Use Table Text Change) (First Reading) to consider the adoption of ordinance amending the Land Development Code regarding Chapter 4, Section 402, c. Indian Lakes Estates (Pre-DRI #2) to add a use table and conditions for duplex units on septic tanks, minimum septic tank requirements, and prohibiting parcel subdivision. This case is related to LDCPAL-2026-5, a companion Comprehensive Plan text amendment. (No Fiscal Impact)

N.12. Public Hearing (LDCT-2026-14 Polk City SPA LCCX Text Amendment) (First Reading) to consider the adoption of an ordinance amending the Land Development Code Chapter 5, Green Swamp Area of Critical State Concern, Section 502, Standards for Land Use Districts in the Green Swamp ACSC, Table 5.2, Use Table for Green Swamp ACSC, removing footnote number 1 to allow for Comprehensive Plan Future Land Use Map amendments to the Linear Commercial Corridor-X (LCCX) district in the Polk City Special Protection Area of the Green Swamp Area of Critical State Concern. (No Fiscal Impact)

O. PUBLIC HEARINGS

O.1. Public Hearing (LDCPAS-2026-7 Premier Parking CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan map amendment to change the Future Land Use Map designation from Business Park Center (BPC) to Industrial (IND) on +/- 8.59 acres. (No Fiscal Impact)

O.2. Public Hearing to consider adoption of an ordinance amending Polk County Ordinance 2006-024, the Polk County Procurement Ordinance, as amended, to increase the authorized maximum amount the County Manager may enter into without further Board approval to Two Hundred Thousand Dollars ($200,000).

O.3. Consider a Resolution amending Resolution No 2016-007, the Guidelines for the Execution of Contracts by the County Manager, to increase the authorized maximum amount the County Manager may enter into without further Board approval to Two Hundred Thousand Dollars ($200,000).

O.4. Consider a Resolution amending Resolution No 2001-094, Polk County Allowance Work policy establishing Allowance Administrator and providing allowance work rates for horizontal and vertical construction.

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

P.1. Comments.

Q. WORK SESSION ITEMS

Q.1. Polk County Utility Rate Study (Tamara Richardson, Utilities Division Director)

Q.2. FY 26/27 Preliminary Budget (Christia Johnson, Budget & Management Services Division Director)

R. CONSENT AGENDA ITEMS

R. COMMISSIONER DISTRICT 1

R. COMMISSIONER DISTRICT 2

R. COMMISSIONER DISTRICT 3

R. COMMISSIONER DISTRICT 4

R. COMMISSIONER DISTRICT 5

R. COUNTY COMPTROLLER

R.1. Removal of equipment from inventory as listed on Blanket Removal Form 2243.

R. COUNTY MANAGER

R. ECONOMIC DEVELOPMENT

R. TOURISM/SPORTS MARKETING

R. OFFICE OF PLANNING & DEVELOPMENT

R.2. SET HEARING: (LDCT-2026- Shimmering Drive Text) amend Appendix E, Section E105, Parcel Specific Comprehensive Plan Amendments with Conditions limiting allowable uses within the CAC, providing for an Activity Center Plan for an expansion of an Activity center on property subject to LDCPAS-2025-24. The suggested hearing dates are for the first reading on July 7, 2026, at 9:15 a.m. and the adoption hearing date on July 21, 2026, at 9:15 a.m.

R.3. SET HEARING: (LDCT-2026-7 GrayLineX Text) modifying Appendix E, Section E105 Parcel Specific Comprehensive Plan Amendments with Conditions. The suggested hearing dates are for the first reading on July 7, 2026, at 9:15 a.m. and the adoption hearing date on July 21, 2026, at 9:15 a.m.

R.4. SET HEARING: (LDPD-2025-2/DeNovo Crews Lake PD). This is a request appealing the decision of the Planning Commission to approve a Planned Development for a Single-Family Residential Subdivision. The suggested hearing date is July 21, 2026, at 9:15 a.m.

R.5. Approve the release of a warranty and surety in the amount of $33,612.28 in the form of Maintenance Bond No. 0859297 for Alta Davenport. (No Fiscal Impact)

R.6. Approve the release of a warranty and surety in the amount of $46,902.88 in the form of Maintenance Bond No. 1102218 for Bimini Bay Townhomes. (No Fiscal Impact)

R.7. Approve the release of a warranty and surety in the amount of $176,540.14 in the form of Maintenance Bond No. LICX1984331 for Brentwood Townhomes Ph 4 & 5. (No Fiscal Impact)

R.8. Approve the release of a warranty and surety in the amount of $187,040.45 in the form of Maintenance Bond No. LICX1984330 Cascades Subdivision Phase 3. (No fiscal impact)

R.9. Approve the release of a warranty and surety in the amount of $41,548.20 in the form of Maintenance Bond No. 016244304 for Lake Gibson Apartments. (No Fiscal Impact)

R.10. Approve the release of a warranty and surety in the amount of $6,425.43 in the form of Maintenance Bond No. 41K237614 for Minnesota Avenue Waterline. (No Fiscal Impact)

R.11. Approve the release of a warranty and surety in the amount of $5,667.07 in the form of Maintenance Bond No. 100277329 for RCMA Daycare Expansion. (No Fiscal Impact)

R.12. Approve the release of a warranty and surety in the amount of $1,918.20 in the form of Maintenance Bond No. 0842662 for Spirit Landings Storm & Drainage. (No Fiscal Impact)

R.13. Approve the release of a warranty and surety in the amount of $11,068.83 in the form of Maintenance Bond No. FL616202 for Strickland Brothers at US Hwy 27 & Student Drive. (No Fiscal Impact)

R.14. Approve the release of a warranty and surety in the amount of $40,400.83 in the form of Maintenance Bond No. LICX1983068 for Villamar Intersection Improvements. (No Fiscal Impact)

R.15. Approve the release of a warranty and surety in the amount of $132,342.75 in the form of Maintenance Bond No. 024275411 for Wilder Pines. (No Fiscal Impact)

R.16. Approve the release of a cash surety in the amount of $6,000.93 for Lakeland Boat & RV Storage. (No Fiscal Impact)

R.17. Approve the release of a cash surety in the amount of $1,677.84 for Rafina - Tract B. (No Fiscall)

R.18. Approve the release of a cash surety in the amount of $1,799.88 for Tire's Plus #933853. (No Fiscal Impact)

R.19. Approve recommended changes to the functional classification of select Polk County roads: Golden Gate Blvd (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.20. Approve Subcontract Amendment two between the Ounce of Prevention Fund of Florida, Healthy Families Florida, and Polk County, a political subdivision of the State of Florida (Healthy Families Polk) Fiscal Year 2026-2027. ($1,580,498 one-time revenue and $2,092,538 one-time expense)

R.21. Resolution to approve the 2026-2027, 2027-2028, 2028-2029 Local Housing Assistance Plan (LHAP) for the State Housing Initiatives Partnership (SHIP) Program. (No fiscal impact).

R. HUMAN RESOURCES

R. INFORMATION TECHNOLOGY

R. CODE ENFORCEMENT

R. COURT SERVICES

R. RISK MANAGEMENT

R. COMMUNITY HEALTH CARE

R.22. Approve Amendment No. 5 to Agreement 2021-015 with Heritage Health Solutions Inc. for third party administrative off-site medical services. (No fiscal impact at this time)

R. FACILITIES MANAGEMENT

R.23. Approve budget amendment to transfer funds from the Facilities Operating budget to the Facilities Capital budget within the General Fund ($107,503 One-time transfer).

R. FLEET MANAGEMENT

R. PARKS & NATURAL RESOURCES

R.24. Approve Consultant Services Agreement (CSA) 2022-061-06 with Chastain Skillman, Inc. to provide professional engineering services for Loyce E. Harpe Park in Mulberry ($309,315.00 one-time expense.)

R. FIRE RESCUE

R. EMERGENCY MANAGEMENT

R. REAL ESTATE SERVICES

R.25. SET HEARING to consider a request to vacate platted and unmaintained right-of-way shown on the plat of Bevington Manor. (Suggested hearing date is July 7, 2026, at 9:00 a.m. or immediately following the regular agenda)

R.26. Approve Grazing Lease Agreement between Polk County and Stuart Cattle & Equipment, LLC. ($7,500 annual revenue)

R.27. Adopt a resolution in conjunction with a State-Funded Grant Agreement between the Florida Department of Transportation (“FDOT”) and Polk County for the Power Line Road Phase 2 Project. (No fiscal impact)

R. ROADS & DRAINAGE

R.28. Approve Consultant Services Authorization (CSA) No. 22-090-05 with Kimly-Horn and Associates, Inc. (Consultant) to provide professional engineering services in connection with preparations of initial engineering documents and 15% Line and Grade plans to guide the design of the Kraft Road Bridge No. 164121 Replacement Project. ($144,658.40 one-time expense)

R.29. Request Board approve Amendment 2 to agreement 2022-013 with AECOM Technical Services, Inc. for the North Ridge Trail project. ($29,092.00 one-time expense)

R.30. Request Board Approve Amendment 3 with WSP USA, for Agreement 2022-029, South Lake Wales drainage improvement project. ($11,637.00 one-time expense)

R.31. Adopt a Resolution Setting Speed Limits on Bomber Road, near Winter Haven. ($242.40 one-time expense)

R.32. Request the Board execute forms related to the Lake Bonny Hazard Mitigation Grant Application and act as the Authorized Agent for Project. (No Fiscal Impact)

R.33. Request Board approve agreements with CrowderGulf Joint Venture, Inc. as the primary and Looks Great Services of MS, Inc. as the secondary for debris removal services. (No fiscal impact until a disaster event)

R.34. Request Board approve agreements with Rostan Solutions, LLC as the primary, Tetra Tech, Inc. as the secondary and Thompson Consulting Services, LLC as the tertiary for debris monitoring services. (No fiscal impact until a disaster event)

R. UTILITIES

R.35. Approve Amendment No. 2 to Master Agreement 21-047 with N. Harris Computer Corporation ($99,450 one-time expense and $7,875 recurring annual expense)

R.36. Approve Interlocal Agreement with the Tohopekaliga Water Authority and the accompanying Resolution regarding utility service area boundaries in portions of unincorporated areas of eastern Polk County. (No fiscal impact)

R.37. Approve a resolution granting authority to the Utilities Division Director to apply for a loan from the State Revolving Loan program. (No fiscal impact)

R. SOLID WASTE

R. ELECTED OFFICIAL AND OTHER GOVERNMENTAL AGENCY

R. COURT RELATED

R. POLK COUNTY PROPERTY APPRAISER

R. POLK COUNTY SHERIFF

R. POLK COUNTY SUPERVISOR OF ELECTIONS

R. POLK COUNTY TAX COLLECTOR

R. WORKFORCE DEVELOPMENT BOARD

R.38. Request Board approve CareerSource Polk's 2026-2027 Preliminary Budget.

R.39. Request Board approve appointment of Dr. N. Karen Steverson to the CareerSource Board of Directors

R. COUNTY ATTORNEY

R.40. Approve Resolution of the Board of County Commissioners of Polk County, Florida, Approving the Issuance by the City of Lakeland, Florida of its Hospital Revenue Refunding Bonds (Lakeland Regional Health Systems) and approve Interlocal Agreement.

R.41. Consider adoption of a written order denying LDCU-2025-38 (Highlands Street MH Park) without prejudice. (No fiscal impact)

R.42. Consider adoption of a written order denying LDSPD-2025-2 (Old Dixie Highway SPD) without prejudice. (No fiscal impact)

R.43. Authorize County Manager from May 1 to June 30 to adjust landfill rates annually, as necessary, to address yard waste to prepare for hurricane season.

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, June 15, 2026 – 1:30 p.m. – Polk Transportation Disadvantaged Local Coordinating Board (TD-LCB) will be held in the County Commission Boardroom.

- Tuesday, June 16, 2026 – 6:00 p.m. – 2026 Polk County All Sports Awards Hall of Fame Ceremony will be held at the RP Funding Center, 701 West Lime Street, Lakeland.

- Wednesday, June 17, 2026 – 9:00 a.m. – Appellate Special Magistrate of the Code Enforcement Unit will meet in the County Commission Boardroom.

- Thursday, June 18, 2026 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

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

- Thursday, June 18, 2026 – 9:00 a.m. – Tourism Development Council's Arts, Culture, and Heritage Committee (ACH) will meet at the AdventHealth Fieldhouse and Conference Center, Entrance 1, Meeting Room A, 210 Cypress Gardens Boulevard, Winter Haven.

- Friday, June 19, 2026 – 9:00 a.m. – Polk County Sheriff's Office K-9 Training Center Grand Opening, 2190 Old Bartow/Eagle Lake Road, Bartow.

- Monday, June 22, 2026 – 5:30 p.m. – Community Relations Advisory Council (CRAC) will meet in Room 413, Fourth Floor, County Administration Building.

- Tuesday, June 23, 2026 – Friday, June 26, 2026 – Florida Association of Counties (FAC) Annual Conference, Hilton Orlando, 6001 Destination Parkway, Orlando, FL.

- Wednesday, June 24, 2026 – 2:00 p.m. – Comprehensive Plan Review Advisory Committee will meet in Room 413, Fourth Floor, County Administration Building.

- Thursday, June 25, 2026 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

- Thursday, June 25, 2026 – 1:30 p.m. – Land Use Hearing Officer (LUHO) Hearings will be held in the County Commission Boardroom.

- Friday, June 26, 2026 – 7:30 a.m. – Technical Advisory Group (TAG) for Polk County Environmental Lands Program will gather in the parking lot at the Parks and

Natural Resources Office, 4177 Ben Durrance Road, Bartow. Please contact brookemoherek@polkfl.gov for details.

• Friday, June 26, 2026 – 9:00 a.m. – Citizens Healthcare Oversight Committee (COC) will be held in the County Commission Boardroom.

• Tuesday, June 30, 2026 – 7:30 a.m. – Technical Advisory Group (TAG) for Polk County Environmental Lands Program will gather in the parking lot at the Parks and Natural Resources Office, 4177 Ben Durrance Road, Bartow. Please contact brookemoherek@polkfl.gov for details.

• Tuesday, June 30, 2026 – 10:00 a.m. – Fire Rescue Training Center Ribbon Cutting, 41 Vaughn Road, Winter Haven.

• Thursday, July 2, 2026 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

• Friday, July 3, 2026 – The offices of the Board of County Commissioners will be closed in observance of the Independence Day Holiday.

• Monday, July 6, 2026 – 9:00 a.m. – Board/Staff Agenda Review meeting to discuss the Agenda and any other matters that may come before the Board will be held in the Commissioners' Conference Room, Room 407, Fourth Floor, County Administration Building.

Agenda Item A.1. 6/16/2026

SUBJECT

The Honorable Scott Franklin, United States House of Representatives, to present the Government Finance Officers' Association (GFOA) Certificate of Achievement Awards for Financial Reporting for the 2024 Annual Comprehensive Financial Report and the 2024 Popular Annual Financial Report to Stacy M. Butterfield, CPA, Clerk and Comptroller. He will present the GFOA Distinguished Budget Award for 2024 to Commissioner Martha Santiago, Ed.D, Chairman, Board of County Commissioners.

DESCRIPTION

RECOMMENDATION

FISCAL IMPACT

CONTACT INFORMATION

Tanra-Lee Milson

Senior Accounting Manager

(863)534-6598

Agenda Item A.2. 6/16/2026

SUBJECT

Employee Recognition

DESCRIPTION

Alisha D. Glasscock - Parks and Natural Resources - 20 years

Katherine N. Cobern - Court Services - 25 years

JeanPaul Levasseur - Court Services - 25 years

Mark W. Pilon - Fire Rescue - 25 years

Jay M. Jarvis - 35 years

RECOMMENDATION

N/A

FISCAL IMPACT

N/A

CONTACT INFORMATION

Amber Smith

Communications Division Director

ambersmith@polkfl.gov

Agenda Item C.1. 6/16/2026

SUBJECT

Disbursements.

DESCRIPTION

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

RECOMMENDATION

Approve and ratify disbursements.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

evalle@polkclerkfl.gov

Agenda Item C.2. 6/16/2026

SUBJECT

Minutes of Regular Board meeting held on June 2, 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

June 02, 2026 Regular BoCC meeting

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

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

Rollcall

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

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

INVOCATION

Bill Dehart, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (MARTHA SANTIAGO, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

A.1. Clerk & Comptroller Stacy Butterfield to present the restoration, preservation, and digitization of the historic Cattle Brand Book.

Minutes: Clerk & Comptroller Stacy Butterfield presented the restoration, preservation, and digitization of the historic Cattle Brand Book. She stated from the 1860-1940's the Clerk's office recorded cattle brands used by ranchers to identify their livestock. She said the records become fragile and they worked with Kofile Technologies to professionally store and repackage the original books. She said they also had them digitized so they can be easily accessed online. She said these are a record of families, ranches, industries and traditions that helped shape Polk County and Florida. She said there are records connected with the Bellotto family and George and Jasper

Summerlin. She said replica books are being donated to the Polk County History Center. She thanked Myrtice Young for being here and she welcomed everyone to come out on June 9th for the exhibit. She thanked Kofile Technologies for their great work. She said these highlight the names and legacies of many ranching families that helped shape agricultural history. She recognized those in the audience present. She said after the 1940's the registrations moved to the state and that is why it ends in the 1940's. She said the preservation project did not take long and said they were contacted by Ms. Young and they embarked on the idea a few years ago.

Commissioner Troutman said there is an exhibit in the History Center that allows children to make their own brand. She said it is exciting for kids to see that.

Chair Santiago thanked Clerk Butterfield and all involved to help preserve the history of Polk County.

B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. Comments.

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

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

C.1. Disbursements.

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

C.2. Minutes of Regular Board meeting held on May 19, 2026.

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

D. APPROVE CONSENT AGENDA

D.1. Approve Consent Agenda.

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

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Approve construction contract with Register Construction & Engineering, Inc. for the new Inspection & Testing Building project ($2,680,650.00 one-time expense)

Minutes: County Manager Bill Beasley discussed the construction contract with Register Construction & Engineering, Inc., for the new inspection and testing building project. He recommended approval.

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

G.2. Approve Amendment No. 1 to Agreement 2025-008, with CPH Consulting, LLC, for Phase II architectural & engineering services for the NERUSA Operations Support Facility. ($705,648.50 one-time expense)

Minutes: County Manager Bill Beasley discussed amendment No. 1 to Agreement 2025-008, with CPH Consulting, LLC, for Phase II architectural and engineering services for the NERUSA Operations Support Facility. He recommended approval.

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

G.3. Approve construction contract with Kamminga & Roodvoets, Inc. for the Combee Academy Safe Routes to School (SRTS) for Sidewalk, Street Lighting and Drainage Improvements ($800,231.40 one-time expense)

Minutes: County Manager Bill Beasley discussed the construction contract with Kamminga & Roodvoets, Inc., for the Combee Academy Safe Routes to School for sidewalk, street lighting and drainage improvements. He recommended approval.

Upon question, Roads and Drainage Director Jay Jarvis said they have changed the type of wiring to an aluminum wiring. He said they have changed the security of the pole boxes to try to keep people out and he said it is becoming the standard.

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

G.4. Approve Consultant Services Authorization (CSA) No. 2022-087-03 with HDR, Inc. (Consultant) to provide design services for the Carter Road at Eaglebrook Boulevard Intersection Project. ($393,548.40 one-time expense)

Minutes: County Manager Bill Beasley discussed Consultant Services Authorization No. 2022-087-03 with HDR, Inc., providing design services for the Carter Road at Eaglebrook Boulevard intersection project. He recommended approval.

RESULT:	**APPROVED**

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

H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Commissioner Troutman Comments.

Minutes: Commissioner Troutman said they all received an email from the PACE program letting them know that they had a list of people who signed up for their services. She said we are not participating in this program and she asked the Board if this is how they want to continue or is there is an interest in participating in that program.

Upon question, County Attorney Randy Mink said they have always been a special district. He said it can be used for certain improvements to a home such as solar panels, roofing, stormwater type changes, and heat and air. He said once they take the loan out it is put on as a special assessment. He said if they do not pay the special assessment it can be collected through a tax deed sale. He said he is not sure there is much difference than going through a bank other than it is a government entity and they are able to foreclose through a tax deed sale.

Commissioner Braswell said he does not see what value they bring.

Mr. Mink said that has been the position of our Board that this was something we did not want to get into and to leave this to a private entity. He said they tried to expand into Polk County without our permission and they are here now in certain places. He said as part of the settlement they were allowed to continue the ones they had done prior to the statute change. He said the statute states they have to have our approval before they can operate in Polk.

Commissioner Braswell said he does not get their relevance and it seems like a complicated entity that serves no purpose other than being a bank. He said it is not a good idea.

Chair Santiago said this came up a few years ago and the consensus of the Board was we were not interested in working with this agency.

Commissioner Wilson said PACE would give a personal loan, we would basically take it over and turn over to us or the Tax Collector. He said they get their money and their hands are clean.

Mr. Mink said it would be for those who normally would not be able to get a loan through a conventional bank.

Commissioner Braswell said if you cannot afford to borrow money you should not borrow money. He said they are taking a high risk group, guaranteeing they are going to get paid, and walking away. He stated banks are going to think long and hard before loaning the money.

Commissioner Troutman said if we do not participate it helps some of our citizens that can be vulnerable at times. She said that she would support not having them in the county because she does not see a benefit to our residents.

Mr. Mink said our response will be that our Board is not interested in this.

Commissioner Troutman thanked Code Enforcement staff. She said she was able to listen to part of a training that they had done for a community outreach. She said they were meeting with a real estate group regarding the ordinance about the large signs placed in the right-of-way. She thanked them for getting out into the community and for providing the education.

I. COMMISSIONER DISTRICT 2 (RICK WILSON)

I.1. Commissioner Wilson Comments.

Minutes: Commissioner Wilson said it is now hurricane season. He said us Floridians have been through it a lot. He said he has been hearing some good things that we might not be prone to it this year, but all it takes is just one. He reminded everybody that they know what to do and to be ready. He said we need some rain.

J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

J.1. Commissioner Braswell Comments.

Minutes: Commissioner Braswell had no comments.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Commissioner Scott Comments.

Minutes: Commissioner Scott reminded the audience about the reduced rate for disposal at the landfill. He said the reduced rate is through the end of June for residential collection. He said it is a great opportunity to be prepared. He said the property tax is all over the news. He said Tennessee has low property taxes but they also have a 9.5% sales tax. He said property tax reduction sounds like a great idea on paper but if you take it out of one pocket you have to replace it with another revenue source. He said when you look at news media they want to get the front page splash. He stated that if you save tens of thousands of dollars over the lifetime ownership of a house but if you have to pay it in sales tax what did you really save. He asked what do you really save. He said there is a large push from the state side to make that appealing and he is not saying it is not appealing. He stated to look at the whole picture before making a decision on the referendum.

Mr. Mink said he believes the hurricane preparation deadline is June 1st. He said if it is June 1st, he will put it on the next agenda to get it extended to July 1st.

County Manager Bill Beasley said yesterday was the opening of the Northeast Convenience site. He said activity was brisk and steady all day long.

L. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO, CHAIR)

L.1. Chair Santiago Comments.

Minutes: Chair Santiago said with the needs of the citizens the money will have to come somewhere. She said it will be either property taxes or a 9.5% sales tax on good. She thanked Mr. Beasley for bringing up the northeast area. She said she wants to go out there and see how brisk it is going. She said it is well needed because this is the fastest growing area in the county.

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

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

N.1. Public Hearing (LDCD-2026-2 Avenue Q Autobody Sub-District) (Adoption Hearing) to consider the adoption of a Sub-District Map change from Business Park Center-1 (BPC-1) to Business Park Center-2 (BPC-2) on approximately one (1) +/- acre.

Minutes: Land Development Director Ben Ziskal reviewed the proposed map amendment. He said that staff and the Planning Commission recommended approval.

The Chair opened a public hearing; no one spoke.

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

N.2. Public Hearing (LDCPAL 2026-2 Main Street Corridor Text) (Transmittal Hearing) to consider the adoption of a Comprehensive Plan text amendment to establish a new Section, to be called the Main Street Commercial (MSC) Corridor, in the Future Land Use Element. (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal reviewed the proposed text amendment. He said that staff and the Planning Commission recommended approval. He said this is a transmittal hearing.

The Chair opened a public hearing; no one spoke.

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

N.3. Public Hearing (LDCT-2026-3 Recreational Use Easements) (First Reading) to consider and Land Development Code text amendment, amending Chapter 3, Conditional Uses, Section 303, Criteria for Conditional Uses for High Intensity

Recreation to allow access via easement for firearms ranges. (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal reviewed the proposed text amendment allowing access via easement for firearms ranges. He said that staff and the Planning Commission recommended approval. He said this is the first reading and no action is necessary.

County Attorney Randy Mink said the staff report has a typo and the correct BoCC hearing date is June 2, 2026, and the ad notice is correct.

Upon question, Mr. Ziskal said exact traffic counts are hard to monitor. He said they would use the ITE manual for estimated projected trips based on the proposed range. He said it would be based on the norms for the facility and for the operations of a gun range.

The Chair opened a public hearing; no one spoke.

N.4. Public Hearing (LDCT-2026-8 ATMs & Vending Machines) (First Reading) to consider the adoption of an ordinance amending the Land Development Code to add standards and definitions for stand-alone vending machines and automated teller machines. (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal reviewed the proposed text amendment for ATMs and stand-alone vending machines. He said they would not be able to interfere with traffic circulation or the required parking on a commercial site. He said that staff and the Planning Commission recommended approval. He said this is the first reading and no action is required today.

Upon question, Mr. Ziskal said regarding the timeline there are other provisions in the code and it would default to established language within the code. He said they would treat it with other definitions if they are inoperable or abandoned.

The Chair opened a public hearing; no one spoke.

O. PUBLIC HEARINGS

O.1. Public Hearing to consider adoption of a resolution to vacate a portion of a platted public utility easement as shown on the plat of Shadow Wood Unit 2, Winter Haven. (No fiscal impact)

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

Christopher Desrochers, representing the applicant, said he is available for questions.

The Chair opened a public hearing; no one spoke.

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

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

O.2. Public Hearing to consider adoption of a resolution to vacate portions of platted, unopened, and unmaintained rights-of-way as shown on the map of Leisure Shores and on the Revised Map of Lake View, Winter Haven, Florida and request Board accept a Drainage Easement from Joann Bissett Knapek. (No fiscal impact)

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

Upon question, Mr. Lowery said most of the construction items appear to be gone.

The Chair opened a public hearing.

Jack Seclet said this was an easement that was left for the homeowners in Leisure Shores. He said they object to it and do not want any changes. He said he has been there 40 years and it does not bother anybody.

Keith McDowell said he has lived here for 40 years. He said it has been meant for the property owners to have access to the lake. He said he objects to the applicant using this as their own private property. He stated this was designed for the people of the community.

Kelly Yudichak said for the last 22.5 years this property has been maintained by her family. She said no one else has taken care of that property. She said the ATV is not hers and she does not know whose it is and she did not connect the lean-to. She said by the lake it has been overgrown for the last 22.5 years and she does not know of anyone who has gone down there to crawl through it to get there.

The Chair closed the public hearing.

Upon question, Mr. Lowery said there is a shallow swale that tapers to almost nothing. He stated the ditch gets much deeper. He said it does allow future drainage if we need to extend the swale or cut it deeper. He said they are granting a 15 foot easement with this. He said he is not aware of any drainage issues.

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

O.3. Public Hearing (LDCU-2025-38 Highlands Street MHP) (De Novo Hearing) to consider an appeal to the Planning Commission's decision to deny (7:0) this case on April 1, 2026. (No Fiscal Impact)

Minutes: County Attorney Randy Mink reminded the audience of the De Novo hearing procedures.

The Board confirmed that they have not had ex parte communications or site visits

regarding this case.

Ian Nance, Land Development, showed slides and reviewed the De Novo hearing request. He said the request is for a Conditional Use for a 19-unit mobile home park on 4.93 acres. He said this application is not for increased density. He reviewed the site plan and said a 100-year stormwater pond will be required. He discussed the setbacks and said there will be Type-B buffering. He stated the applicant has agreed to provide an easement for the county to maintain an existing ditch on the southern end of the property. He said no flood zones or wetlands are mapped on the site. He said this is compatible with the area and that staff recommends approval.

Upon question, Mr. Nance said with House Bill 399 they are having multiple units on one property and they cannot decide upon owners, mobile homes and unit types. He said they have changes coming to the Land Development Code to address this. He said there might be a new name for mobile home park in the future.

Commissioner Troutman said that bill says anywhere a single-family resident is allowed that off-site built dwellings will also be considered the same.

Mr. Mink said he will double check and confirm this. He said that most of the changes were effective January 1st and they are still working on part of it.

Mr. Nance stated that we call it residential development park which requires this level of use.

Mr. Mink said even if it is not a mobile home park it was treated as a subdivision and it would still require a Level 3 Review. He said they are not treating it any different.

Upon question, Mr. Nance said these are mobile homes with multiple homes on one piece of property that is owned by one owner. He said to not have an administrative approval it would need 6,000 square foot lots, meet setback requirements and be under the density for RL-4. He said he does not think each unit will have a septic system but they have the large backyards to accommodate that. He said it will still need to go to the Health Department for review. He said the City of Lakeland has a sewer line but it is not feasible to extend it.

Commissioner Scott said one of the issues is access for repair. He said with this being a binding site plan we do not have provisions or knowledge of where the septic systems are going to be. He said this is a critical layout piece and we cannot necessitate that at this level of review. He said there may need to be revisions to the site plan to accommodate the septic tanks so they are not coming back for a modification to move a home to make room for septic treatment.

Mr. Nance said if the Health Department requires advanced treatment of septic they can go down a number of units administratively. He said if sewer is not available and it is not economically feasible, they will have to contact the City of Lakeland. He said at the Level 2 the developer is required to connect. He said this is approximately half a mile from sewer. He showed the sewer line on the map that serves the industrial park. He said it is part of a pre-treatment system. He said they generally require 11,000

square foot lots for septic and he said there are advanced treatment facilities that allow smaller lots.

Chad Brooker, applicant, said with the City of Lakeland they have applied for capacity for water and wastewater and were denied capacity for wastewater. He said they were advised that septic was the only option. He said they are proposing larger common septic systems and not individual units. He said they have been coordinating with septic design/build contractors. He said they are connecting to centralized water and they have to apply for the waiver to get the septic system. He stated his client is proposing a single use rental community for mobile home parks. He said the use is compatible with the area and there are several mobile home parks, mobile home subdivisions, and individual mobile homes in the area. He said this is RL-4 and they can do a fee simple lot subdivision. He said he believes the Planning Commission did not have an issue with compatibility it was drainage. He said there are known flooding issues out there and there is not legal access to the ditch. He said they tried to work with all the owners to dedicate easements for the county to maintain the ditches and there was not enough neighborhood cooperation. He said they did dedicate an easement to the county that covers their portion to alleviate flooding. He said they are proposing a 100-year no discharge storm. He said the pond will be designed to maintain afternoon rain to hurricane waters. He said there will be an emergency overflow discharge point. He said a mobile home park is the request for today.

Commissioner Braswell said the concept of a mobile home park does not bother him. He said when you talk about septic and flooding that raises a red flag for him.

Upon question, Mr. Brooker said the request for sewer has not been made at this level. He said this is the City of Lakeland's utility service area. He said to his knowledge they are not requiring dry lines.

Commissioner Troutman asked if this is a condition they could add onto this.

Mr. Mink said the issue goes back to compatibility and consistency.

Chanda Bennett, Land Development, said before the Comp Plan dry lines were installed. She said they have not been requiring dry lines because a lot of them go unused and decay. She said it is not at their level for decision making and that requirement they work out with utilities. She confirmed that sewer is not a compatibility issue.

Mr. Brooker discussed the dry line system and said that there is not gravity out there to connect. He said if and when the city gets capacity it is a lift station with a pressure pipe force main that connects to it when you put in the dry line system. He said if it stays without pressure it starts to decay, does not pass pressure tests, and gets ripped out and replaced. He said it will be more inline with the elevations near the front of the site. He said there is an elevation drop from north to south. He said the finished floors will be flatter and it will be above that. He said the pond bank will be above that so it can hold back water. He said there will be fill placed to help with the septic. He said he does not have the elevation for the pond. He said the finished floor elevation requirement by the county is a foot. He stated there are certain challenges with this

site. He said they are proposing 10 feet in-between the units and there are wider green spaces for access to the septic systems. He said there is reasonable access to get to the septic systems. He said this is not in a flood zone.

Mr. Nance confirmed that this is consistent with the Land Development Code.

Mr. Brooker discussed the flow patterns and said there will be an easement to access the ditch. He showed where they will be putting the bigger tanks. He said they are looking at approximately 3 or 4 septic tanks and there will be longer drain fields. He said there is one pond. He said the flooding has been centralized around the ditch. He said there are some culverts that are down stream that will bottleneck and restrict flow. He said the goal is that access is through the other properties along the ditch from road to road. He stated he does not know how much it flooded with the hurricanes. He said the pond will be private and the easement will be dedicated to the county for access and maintenance of the ditch. He said they do not want to dedicate anything until this has been resolved.

Mr. Nance said it is a condition of approval in the staff report and has been discussed.

The Chair opened the public hearing.

James Vitiello said this 100-year storm plan is not going to happen. He said the pond is not going to hold it and he was waste deep in water. He discussed the flooding on his property from summer rain storms. He said they have a farm and they bought this property because it was Zone-X with no flooding. He discussed flooding from rain storms. He discussed calling the county and SWFWMD and said nobody will help them. He said the pond is not going to hold this. He said he would be open to granting an easement on his property. He said there is always water running through this.

Roads and Drainage Director Jay Jarvis said he will try to help. He said this area is all private property. He said they have a right-of-way piece where the power plant is that they maintain. He said they did not get permanent easements and they do not piecemeal easements. He said if we are able to get a majority of them they could maintain majority of the system. He said they do not have any permanent drainage easements on this system.

Kyle Brown said he has lived here for 13 years. He showed his property on the map. He discussed flooding and said if they get heavy rains they have two feet of flooding on their property. He said they are the lowest part where all the drainage runs. He said there is continuous water year round. He said they have animals on the property.

Kelly Allred said she is to the south of this property. She said she sent in pictures of rain storm and hurricanes. She said it is the flooding and it is chest deep. She said the water runs south and comes down. She said under #128 there is a huge pond and 10 acres behind them there is a huge ditch that holds tons of water. She said it is not the 19 homes being brought in it is the drainage. She said the people have no idea what they are getting into with the flooding. She said their cars will flood. She said her neighbor is building a wall around her home.

The Chair closed the public hearing.

Mr. Brooker responded to public comments. He said they are going to do what they can to maintain this and he thinks this is more of a regional issue that the county needs to help address. He stated it is not clear who owns this, it is all private properties where the ditch lies and is not in a right-of-way. He said easements for legal maintenance is the way to go. He said they are trying to be part of the solution and not the problem. He discussed the pond and said the runoff will be minimized.

Mr. Mink reminded the Board that there has been discussion on stormwater and drainage and the decision needs to be based on consistency and compatibility. He said there are places where homes are not compatible and that would be a decision of the Board. He stated the Board is looking at the facts presented.

Commissioner Scott discussed the surrounding area and said there are no other adjacent mobile home parks. He said this is not compatible and he thinks the Planning Commission got it right with 7/0 for no.

Chair Santiago discussed the flooding and said the county needs to look at this further.

Commissioner Troutman said for the neighbors to work with Mr. Jarvis for easements so that it can be pieced together.

Mr. Jarvis said this is the headwaters for Itchepackesassa Creek. He said it fills up and backs up to get relief downstream. He said increasing the flow downstream you have to look at the Water Management District's watershed management plan. He said there is a point where you cannot go past what the system can handle and you have to look at the impacts of those downstream.

Commissioner Braswell said previous Boards have made decisions to allow development where it should not be allowed. He said the analysis of these are much better. He said we need to look at the big picture and say these are problem areas. He stated we hear a lot of these cases, we see a lot of these problems and we need to provide common sense solutions. He said maybe this property is not compatible for homes.

Chair Santiago said she is looking at the bigger picture. She said the surrounding neighbors are flooding and she does not see a solution. She said she does not want to see our citizens living in these conditions.

Commissioner Scott discussed the neighbors allowing an easement.

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

O.4. Public Hearing (LDCU-2025-39 Thomas Fish Camp) (De Novo Hearing) to consider an appeal to the Planning Commission’s decision to deny (4:3) a

Conditional Use request for expansion of a legally non-conforming recreational camping use. (No Fiscal Impact)

Minutes: Chanda Bennett, Land Development, showed slides and reviewed the request for a De Novo hearing. She said they are requesting a Conditional Use (CU) for the expansion of a recreational camping facility to expand the number of RV/Cabin sites from 20 to 40 and adding one more residence and accessory building. She said that staff recommends approval and the Planning Commission recommended denial. She said this was approved as a PUD in 1995 and she gave background information on the site. She reviewed the proposed expansion request. She said this meets all the requirements for recreational camping except for direct access to a public road or private road and she said they access the site from unpaved access easements and a paved county maintained road. She said this is compatible with the surrounding land uses and said the expansion will not result in an adverse impact to the surrounding property. She discussed the types of land surrounding this area and said there are single family residences to the south. She said the request is consistent with other camping uses in this area. She showed slides of the subject property. She said this is consistent with the Land Development Code and the Comp Plan. She confirmed that there is a maintenance building.

Commissioner Troutman said there is a guest cottage and they would be adding one permanent structure.

Upon question, Ms. Bennett said the items in gray are support uses to the items listed in yellow. She said there are existing permanent structures on the northern parcel. She confirmed that the 20 units fluctuate overtime. She said the applicant tried to work with the property owner to the north.

Commissioner Troutman, Commissioner Braswell and Commissioner Scott said they have had ex parte communications with both sides.

Commissioner Wilson and Chair Santiago said they have had ex parte communications with the applicant.

Mattie Hardin Tondreault, representing the applicant, discussed the history of the property from the 1980's. She said the property is non-commercial. She discussed Ducks, Inc., and said it is the same people and they are not looking at adding new people. She said this is used for camping and seasonal duck hunting and they are not the ones using ATV's and four wheelers. She said they are going from 20 to 40 with the same people using it. She said if there is more traffic it helps compact the gravel and is a benefit. She said the northern property owner is believed to have intent to make this a commercial operation and that is not consistent with what her client is requesting. She said there have been improvements on the northern parcel without their knowledge or permits. She said she reviewed the opposition emails. She said the opposition was primarily for the northern parcels use of the property and there has been confusion on their intent. She said they are not using this as commercial. She said she was told that Mr. Lightsey no longer opposes this.

Commissioner Scott said this is titled as Thomas Landing Fish Camp expansion and when he reads that it means there is a fish camp actively seeking participants to come

in for those activities.

Upon question, Ms. Tondreault stated the fish camp is what was initially permitted. She said they are asking for a duplication of a couple of those conditional uses. She said the photos of the junk is from the northern parcel and there is one mobile trailer on the southern parcel. She said none of the photographs were from the southern parcel.

Upon question, Ms. Bennett said any new recreational camping use expansion has to have access to a county road.

Mr. Mink said this is an expansion of a legal non-conforming use and it would not stand alone on its own under the code. He said the bait shop is not something they would touch in this process.

Upon question, Ms. Tondreault said this is used by only the members of the limited liability company and is a required membership. She said they want to move this closer to the lake for the access to duck hunting.

Mr. Mink said we are not looking at the users they are looking whether the use is compatible with the surrounding use.

Commissioner Troutman said there is a condition for no commercial activity and a condition of no-short term rental.

Ms. Bennett said there are no conditions for recreational camping. She said the limitation of the intensity is based on the number of camping sites. She said recreational camping is less intense than an RV park. She said commercial is not considered and this is ARR and camping is the only thing that can happen.

Commissioner Troutman discussed if this property was sold and what this property could turn into that might resemble commercial activities.

Ms. Bennett said the analysis was based on if they kept campsites and occupied them on a regular basis. She said the impacts on the infrastructure and roads was not enough of an increase for staff to recommend denial. She said it would be 20 on the north and 20 on the south. She said this is a non-residential use because it is not full time residential but it is not considered commercial.

Commissioner Braswell said people will think it is commercial with people coming in everyday and leaving.

Commissioner Wilson said it is a hunting camp. He said most of these people have been there for generations and they duck hunt. He said with clubs and groups they do not want anybody else in there. He said he does not think there will be any commercial uses there and they want to get this resolved.

Ms. Tondreault said the complaints and opposition is for another property owner and use.

Commissioner Braswell said the issue is it is not commercial now but things change. He said what we decide today could be revisited.

Commissioner Scott asked if this will be evaluated for septic systems.

Ms. Tondreault said there is still a permit application process and review to ensure that it has modern day standards. She said there is a current septic system and if it was not sufficient enough for the bath house they would be willing to bring it up to conforming standards.

The Chair opened a public hearing.

Kevin Maharrey said he is the property owner to the south. He discussed corrections he would like to make to the staff report. He said he has pictures he would like to enter into the record. He said the roads are bad and they will keep moving further and further into Mr. Lightsey's property. He said the site should not have the CU permit. He said it is a lot to put 20 on seven acres.

The Chair closed the public hearing.

Ms.Tondreault spoke in response to public comment. She said there is no competent evidence and there are other land users out there. She said for the road conditions EMS having access is required.

Upon question, Ms. Bennett said they do not feel confident adding more to the public safety condition of approval without speaking to public safety. She said if it is difficult to access they will coordinate the closure of the use until the access is fixed.

Mr. Mink said it would need to be brought to their attention that it does not meet the public safety requirements. He said the Fire Marshall would go out and see if it meets the conditions. He said it would need to be brought in compliance and if they do not operations would stop.

Commissioner Scott discussed being good stewards and maintaining the road for medical emergencies.

Mr. Mink said this has a specific requirement in their condition of approval.

Ms. Bennett said the Lightsey Cattle Company owns the road.

Mr. Mink said this is a paper plat and with these there are easements recorded.

Commissioner Troutman said she had ongoing conversations with Mr. Lightsey. She said he has had input and learned about who the users are now and what the true intent of this application is.

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

O.5. Public Hearing (LDSPD-2025-2 Old Dixie Highway SPD (De Novo Hearing) to consider an appeal to the Planning Commission's decision to approve (6:1) this case on April 1, 2026. (No Fiscal Impact)

Minutes: Commissioner Troutman said she has not had any ex parte communications or site visits.

Commissioner Wilson said he has met with the applicant.

Chair Santiago said she has not had any ex parte communications or site visits.

Commissioner Braswell said he has had communications with both sides.

Commissioner Scott said he has had communications with the applicant.

Ian Nance, Land Development, reviewed the De Novo request for a Suburban Planned Development for 31 single-family lots on approximately 20.29 acres. He said that the Planning Commission recommended approval and an appeal was filed. He reviewed the site and he discussed the access to the site, landscaping and buffering. He showed the projected flood zone on a map and he said a flood study will be required. He said there will be private septic systems and connection to sewer is not required. He said this is compatible with surrounding uses and is consistent with the Comp Plan and the Land Development Code. He said that staff recommends approval.

Upon question, Mr. Nance confirmed that Shallot Preserve has 415 lots going in across from Tenoroc. He said the floodplain manager reviews the elevation. He said it is cup for cup compensation for storm floodplain impacts.

Clinton Howerton, County Engineer, said as part of the Level 2 they will be doing the analysis on the site. He said it is a relatively large floodplain. He said they are following the contour lines and it seems to be consistent. He discussed fill volume that is going into the floodplain area and said to make sure that area is being set aside outside so that the net result is a decrease in volume to the floodplain. He said some of the surrounding lots are in the floodplain area.

Mr. Nance said the depth of the lot is 315 feet.

Tony Werschky, applicant, thanked staff and the Planning Commission for participating in this process. He said this property is located in between two metropolitan areas of Auburndale and Lakeland and is close to the Polk Parkway. He said this is part of the Suburban Development Area. He discussed the density and said there are three developments that have a higher density than this. He said that the county will not issue permits unless the final engineered system complies with drainage and flood plain standards. He discussed drainage and said they must make sure that the water does not run onto someone else's property anymore than it has in the past. He said they will work with SWFWMD and FDEP and they will have a wetlands dilenation. He said numerous steps will be taken to ensure less water will go onto surrounding properties.

Charles Brooker, representing the applicant, said staff and Planning Commission find this compatible. He said they are able to achieve the density of the three units per acre based on location points. He said the available density is 2.7 to 2.8 units per acre and they are proposing 2 units per acre. He said they are working on a site plan that is compatible with the area. He said the lots on the north are 300 feet long and they still have 120 feet of developable area. He stated their intent is to not impact the floodplain.

Upon question, Mr. Brooker referred to the map and said the green hatching is what they are considering open space. He said the wetlands are also open space. He said the green hatch borders the access, it will be owned by the HOA and can be accessed by the residents. He said it all can fit within the range and said there is ample room for a 2,000 square foot house and the septic area. He said it is sandy soils throughout the site and he does not think a lot of these will be mounded and they have to get the proper permits. He said it is traversable and this site sometimes will get wet and you cannot get back there and you have to wait for it to dry out. He confirmed that during a wet time of the year it would be unaccessible by a pedestrian. He said it is land left alone to be open, they are committing that it is recreation space, but it is not a requirement of the code.

Jon Leonard, opposition, said he is representing over 40 adjacent residents. He said this is not compatible to adjacent homesteads. He said this has been zoned for over 50 years and this is not a transition area. He discussed the surrounding land use designations. He said this adds 31 septic tanks and he said if it is not compatible they just put in septic tanks. He said they are putting small acreage lots where the septic and wetlands issues are. He said to look at the road and all the cutoffs. He said they are willing to compromise and it if was one and a half acre lots they would not have filed for a De Novo. He said all sides of the property are large acre homesteads. He said the water flows southwest and the back of their properties flood when it rains and that is why they bought their properties with large acreage.

Upon question, Mr. Leonard said the backs of their properties they refer to as seasonal duck ponds with the rain. He said there are 2-3 inches of standing water with a normal rain storm and that is why they have the above bed septic. He said every adjacent property is not compatible.

The Chair opened a public hearing.

Neil Sue said in 2002 he bought two properties and said there is a lot of rain. He said he is worried about two hurricanes within a month and flooding. He asked if he going to have more flooding and he asked for enough ponds.

Rhonda Deese said she supports what Jon has said and she is opposed to the development. She said it is inconsistent with the surrounding rural area. She said the wetlands require protection from wastewater. She said the properties adjacent must conform to the proposed development. She said they are within the southwest flow and compatibility and flooding is an issue. She said she does not know of a septic tank out there that does not have a mound.

Angelo Pimpinelli said Jon submitted a well done document to them. He said going across Old Dixie Highway that Shalamar is not an adjacent comparison. He said all these properties are rural and they are probably a minimum of 3 acres.

Deborah Taylor said her concern is the congestion with a new subdivision that was just put in. She said there will be a hotel and another subdivision. She said her concern is with the traffic on Old Dixie Highway. She said there is already so much development there and it is congested.

The Chair closed the public hearing.

Mr. Werschky spoke in response to public comments. He discussed the surrounding area densities and said they are more dense than what they are proposing. He said they are trying to compromise and put something that is less dense. He said they will conduct a traffic study.

Mr. Brooker said this is a transitional area. He said they believe they are proposing a transition of the sizing and density requirements. He said it is compatible.

Upon question, Mr. Nance said there is an issue with line capacity in that area.

Upon question, Mr. Howerton said we do not get into the details on the septic tanks that are permitted by the state. He discussed looking at the classification of the soils, the requirements for the depth separation, and the bottom of the mountain system. He said they would look at the separation with the seasonal water table and the types of soil.

Upon question, Mr. Nance said Saddle Creek Park is a significant distance and the Lake Myrtle Sports Complex would be the go-to park for this property. He confirmed that pedestrian access would be limited for a recreation area. He said the recreation is a percentage of the open space. He said the stormwater ponds will count as open space if there is a trail around it and buffered. He said there will be sidewalks on both sides of the internal roads and also on the frontage.

Commissioner Scott said looking at properties to the south and the smallest he his able to find .32 acres on the south side of Old Dixie Highway. He said there is not a lot of compatible development around it.

Mr. Brooker said there are similar size lots in the area. He said this provides a compatible transition. He said the septic sizing and determination is done with the building permit. He said it is considered with the soil testing and the size of the drain field and tanks are specific to the house. He said that is vetted through the Building Department, Health Department and the state.

Commissioner Troutman said compatibility does not mean 1.15 acres to 1.15 acres. She said when you look at the table and the surrounding uses with the transitions from less intense to more intense this is a perfect spot to where that transition is occurring.

Commissioner Scott said this site plan as presented is not compatible with the

surrounding area. He said looking at the abutting lot sizes makes this not compatible.

Commissioner Braswell said someone found land and is shoehorning a development into the middle of it. He said this is a pocket of density being stuck into areas of lower density. He said it is house next to house but he does not see it compatible being that it is an enclave of housing. He said he will support denial.

Commissioner Wilson said we do see this around and it is not compatible.

Commissioner Troutman said she is looking at staff and the Planning Commissions' recommendation of approval. She said when she considers compatible she sees this as a transition area. She said she will not support denying this.

Chair Santiago said there are at least 60 foot lots and higher that are being approved. She said she is not going to support a denial.

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

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

P.1. Comments.

Minutes: Ashley Schilling discussed her son's death in a motorcycle accident. She said a car pulled out in front of him and he was declared dead on the scene. She said that the driver of the car was talked out of giving a blood sample and the paramedic said it could be used against him. She said EMS seeing there was no policy in place now has a policy is in place ensuring that this never happens again. She said she found out that Florida was not a state that did not have a law for a mandatory blood draw on the scene of a fatality. She said if this law was in place the outcome of her son's case would be different. She said she is trying to pass a law called Blues Law for a mandatory blood draw for an accident with a fatality. She said a law would have stricter punishments for someone who hit and killed someone on a motorcycle. She said her son was 19 years old and this will help so many families to not go through what she went through. She said the person who killed her son got a slap on the wrist and is walking free.

County Manager Bill Beasley said they will talk to the Legislative Delegation and consider it as part of their priority in the legislative session.

County Attorney Randy Mink said the Board can support this and see if they can find a sponsor in the legislature.

Commissioner Troutman said sorry to Ms. Schilling for her situation and thanked her for being here. She said we found that there was a policy lacking and because of her

advocacy that policy is now in place and will help other families going forward.

Debbie Hicks said Animal Control is so much better than it used to be. She said that she had a tour and she believes Captain Varnadore has a vision to change the facility. She said she went to the dog event the past weekend and the cages were big and the dogs were relaxed. She said it was amazing.

Commissioner Scott said critical feedback is good and that is how we get better. He said he appreciates Ms. Hicks' professionalism. He said the sheriff does care about the animals. He said they will not see eye-to-eye on a new building. He will always support making it better.

Eve Salimbene congratulated the shelter and Commissioner Scott for doing some good things. She discussed the feline panleukopenia outbreak and said without an isolation space it is coming out of Animal Control. She said quarantine space is not optional and there are ways to work around this. She discussed the need for an advisory group.

Commissioner Scott asked for Ms. Salimbene to send her thoughts for a quarantine area.

Donna Jean Pyne said she bought 28 acres of land and she is concerned about a data center. She said some of the largest corporations are coming to Florida for cheap electricity and water. She discussed Lakeland Electric and said that a demand cost is charged for solar panels. She asked for no non-disclosure agreements or tax exemptions.

Commissioner Troutman said we have no jurisdiction with what happens with Project Swan.

Rebecka Mclachan said she is an educator and said there is a need to be informed. She said we do not always get accurate news. She said she is starting a community news with digital publication about what is going on to represent. She said she will be contacting the Board to see how she can be more involved. She said she wants to lay out the facts and people should be informed. She said it will be called the Citrus Tea.

Chair Santiago said one of our biggest challenges is getting the information out. She said she has a huge task in front of her.

Cassandra Richards said she has missed them. She said they had a huge meeting with Highland Park and she is trying to get a food bank out there. She said she is here to serve until the day she dies.

Jaxon Samplos said he is here to speak about the Lakeland data center. He spoke in opposition and said Israel is buying our government out. He said God is watching and we the people will not let it happen.

Brad Barker spoke in opposition to the data center. He said there are environmental concerns and the economics will not work out.

Meeting adjourned at 1:26 p.m.

Agenda Item D.1. 6/16/2026

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 E.1. 6/16/2026

SUBJECT

Approval of precinct changes resulting from newly created districts for US House of Representatives, Florida House of Representatives, and the Florida Senate, as recommended by Melony Bell, Polk County Supervisor of Elections (No fiscal impact).

DESCRIPTION

The Florida Constitution establishes that the Legislature redraws district boundaries following each decennial census. Congressional and legislative district boundaries were subsequently modified through legislative actions, most recently through the enactment of HB 1-D, which was signed into law on May 4, 2026. These changes require corresponding updates to county voting precinct boundaries.

Florida Statute 101.001 states, “The board of county commissioners in each county, upon recommendations and approval of the supervisor, shall alter or create precincts for voting in the county. Each precinct shall be numbered and, as nearly as practicable, composed of contiguous and compact areas.

RECOMMENDATION

Request Board approve precinct changes as recommended by the Polk County Supervisor of Elections, Melony Bell.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Melony Bell
Supervisor of Elections
(863)534-5888

Agenda Item G.1. 6/16/2026

SUBJECT

Confirm Appointment of Mr. Scott Lowery to serve as the Director of the Real Estate Services Division.

DESCRIPTION

The Polk County Charter specifies the county manager's appointment of executive service employees is subject to confirmation by the Board of County Commissioners.

The County Manager has appointed Scott Lowery to the position of Director of the Polk County Real Estate Services Division, effective August 10, 2026.

Mr. Lowery has served Polk County since 2009 and currently serves as Support Manager for the Real Estate Services Division. In this role, he manages division operations, assists with multimillion-dollar capital improvement program budgets, coordinates complex real estate acquisition projects and provides leadership and guidance to division staff.

Prior to his current position, Mr. Lowery served as Senior Right-of-Way Agent and Right-of-Way Agent I/II, where he managed right-of-way acquisition activities, reviewed legal documentation, coordinated public hearing items, and negotiated property acquisitions for County infrastructure projects. Before joining Polk County, he spent more than a decade in the title and settlement services industry managing office operations, personnel, closings, title examinations, and financial administration.

Mr. Lowery holds a Bachelor of Science in Economics from Kansas State University and earned his Certified Public Manager (CPM) designation through Florida State University. He has also served on several local advisory and regulatory boards, demonstrating a strong commitment to public service and community engagement.

RECOMMENDATION

Recommend the Board confirm the Manager's Appointment of Mr. Scott Lowery to serve as the Real Estate Services Division Director, effective August 10, 2026.

FISCAL IMPACT

The Real Estate Services Director is an authorized position in the adopted budget, and the existing appropriations are sufficient to cover the negotiated base salary of $132,017.00 and employment benefits at approximately $37,188.00.

CONTACT INFORMATION

Mr. Bill Beasley
County Manager
863-534-6444
billbeasley@polkfl.gov

Scott C. Lowery, CPM

WORK EXPERIENCE

SUPPORT MANAGER, Real Estate Services Division
Polk County BoCC
01/2020 - Present

- Responsible for the management of, and guidance to, division team members.
- Assists in the development and implementation of a multimillion-dollar CIP budget for right-of-way acquisition associated with County infrastructure projects.
- Coordinates with division heads and supervisory personnel in planning projects and determining methods and procedures used to complete the real estate needs of projects effectively and efficiently.
- Assists with the preparation of the division's annual budget.
- Presents public hearings for vacations of right-of-way/easements at County Board meetings.
- Reviews and approves all division Board agendas, numbering on average approximately 200 annually, prior to submission to approval system.
- Plans and implements long and short-term goals, objectives, and strategies to facilitate and manage the effectiveness of division efforts.
- Conduct negotiations with property owners and coordinate closings to acquire highly complex real estate projects including through eminent domain.

SENIOR RIGHT-OF-WAY AGENT, Real Estate Services
Polk County BoCC
01/2013 – 01/2020

- Responsible for the review of public hearing agendas along with associated backup documentation submitted by team members and requesting needed revisions prior to submission to the Manager.
- Responsible for the assignment of agendas to various staff and the subsequent review of those agendas along with associated backup documentation prior to their submission to the manager.
- Review of legal documents prepared by staff.
- Responsible for the tracking of agenda items from assignment through approval and file closeout making sure that the agents follow the necessary procedures throughout the process.

RIGHT-OF-WAY AGENT I / II, Right-of-Way/Real Estate Section
Polk County BoCC
01/2009 - 01/2013

- Management of right-of-way acquisition activities associated with multiple capacity projects for the Transportation Division as well as other County Divisions.
- Assisted in maintaining the inventory of County owned lands which includes research of real property and processing the private or public sale to interested parties.
- Processing requests to vacate right-of-way and easements from the receipt of the petition through the public hearing with the Board of County Commissioners.

CLOSING COORDINATOR / SETTLEMENT OFFICER
Insured Abstracts of Central Florida / Insured R.E. Title Services, Inc. *(Winter Haven / Lakeland, FL)*
07/1997 – 01/2009

- Management of day-to-day office operations of the independent title agency.
- Assigning and prioritizing tasks for a support staff of up to six employees.
- Evaluation of potential employees and assistance in selecting new hires.
- Training of new staff and continuing/cross training of existing staff.
- Approval and processing of employee payroll.
- Performed title searches and examinations of titles in preparation for closings.
- Prepared for and conducted closings for the high-volume agency numbering in the thousands.
- Responsible for the majority of the accounting work including operating account reconciliation, end of the year reports for tax filing purposes, and vender management.

EDUCATION / ORGANIZATIONS

Bachelor of Science in Economics (1995)
Kansas State University

Certified Public Manager (2018)
Florida State University

Polk County Sidewalk / Street Lighting Advisory Committee Member
10/2024 – Present

Polk County Environmental Regulatory Committee Member
~2013 - Present

City of Bartow Charter Review Committee Member
2022

City of Bartow Zoning Board of Adjustment (Vice-Chair)
2/2023 – Present

Agenda Item G.2. 6/16/2026

SUBJECT

Request Board approve construction contract with Jr. Davis Construction Company., Inc. for the Thompson Nursery Road Extension Phase 1 - Segment 1 project. ($33,523,440.79 one-time expense)

DESCRIPTION

The Roads and Drainage Division requested that Procurement solicit bids from qualified contractors for the construction of the Thompson Nursery Road Extension in Winter Haven. The project limits begin at SR 540 and US 17 and extend approximately 1.9 miles to the southeast, ending south of Rifle Range Road (CR 655) and Eloise Loop Road. The scope of work includes, but is not limited to, roadway construction, drainage improvements, pedestrian features, signing and pavement markings, traffic signal installation, and maintenance of traffic.

This project is intended to enhance multimodal mobility along the new roadway with accommodation for pedestrians and bicyclists and will provide bridges over the Wahneta Farms Drainage Canal. Intersections have been designed to improve safety and enhance traffic operations. The new roadway will include curb and gutter and a stormwater collection system to improve drainage conditions.

Bid 25-420, Thompson Nursery Road Extension Phase 1 - Segment 1 project was issued, and seven contractors submitted a bid.

Company	Location	Total
Jr. Davis Construction Company., Inc.	Kissimmee, FL	$ 33,273,440.79
Prince Contracting, LLC	Tampa, FL	$ 33,634,540.00
Cone & Graham, Inc	Tampa, FL	$ 35,532,500.00
Watson Civil Construction, Inc.	St. Augustine, FL	$ 36,484,516.85
Crisdel Group, Inc.	Tampa, FL	$ 38,693,021.37
Hubbard Construction Company	Winter Park, FL	$ 38,915,498.84
RCS Construction Company, Inc	Clermont, FL	$ 42,288,028.88

A recommendation of award was issued to Jr. Davis Construction Company., Inc. and no protests were received. In accordance with Resolution No. 13-066, $250,000.00 was added to the contract for allowance work for a total contract amount of $ 33,523,440.79. The contract time for this project is 1,033 days to final completion. Allowance time for the project is 60 days.

This project is partially funded through a state funded Local Agency Program (LAP) through the Florida Department of Transportation (FDOT). The FDOT has reviewed the documents and approves

the County to enter into a construction contract with the lowest responsive bidder Jr. Davis Construction Company., Inc.

RECOMMENDATION

Request Board approve a construction contract with Jr. Davis Construction Company, Inc. in the amount of $33,523,440.79 for Bid 25-420, Thompson Nursery Road Extension Phase 1 - Segment 1.

FISCAL IMPACT

Funding is budgeted in a Special Revenue Grant Fund and the Impact Fee Zone A Fund in the 5 Year CIP.

CONTACT INFORMATION

Tabatha Shirah

Senior Procurement Analyst

863.534.5935

tabathashriah@polkfl.gov <mailto:tabathashriah@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 **JR. DAVIS CONSTRUCTION COMPANY, 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 25-420.

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 $ **33,273,440.79** plus the Allowance Work amount of $ **250,000.00** the total sum being $ **33,523,440.79**. 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 Substantial Completion within **1,003** calendar days from the Start Date memorialized within the Notice to Proceed. 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 **1,033** days. The allowance time for this project is **60** days.

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

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

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

Article 8. Contract Documents: The Contactor 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 CHAIR _____

Reviewed as to form and legal sufficiency

Nicole Wilder 6/3/2020
County Attorney's Office Date

ATTEST:
Kristy Kelley
Corporate Secretary

SEAL

CONTRACTOR: **JR. DAVIS CONSTRUCTION COMPANY, INC.**

BY: _____
Authorized Corporate Officer or Individual

JAMES B. DAVIS, JR
(Printed or Typed Name of Signer)

CEO
(Printed or Typed Title of Signer)

210 HANGAR RD, KISSIMMEE, FL 34741
(Business Address of Contractor)

407-870-0060
(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 OSCEOLA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐online notarization this 5/28TH/26(Date) by JAMES B. DAVIS, JR. (Name of officer or agent) as CEO (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 5/28/26 (Date)

Kristy Kelley (Official Notary Signature and Notary Seal)

Notary Public State of Florida
Kristy Kelley
My Commission HH 297611
Expires 9/27/2026

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date 9/27/26

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

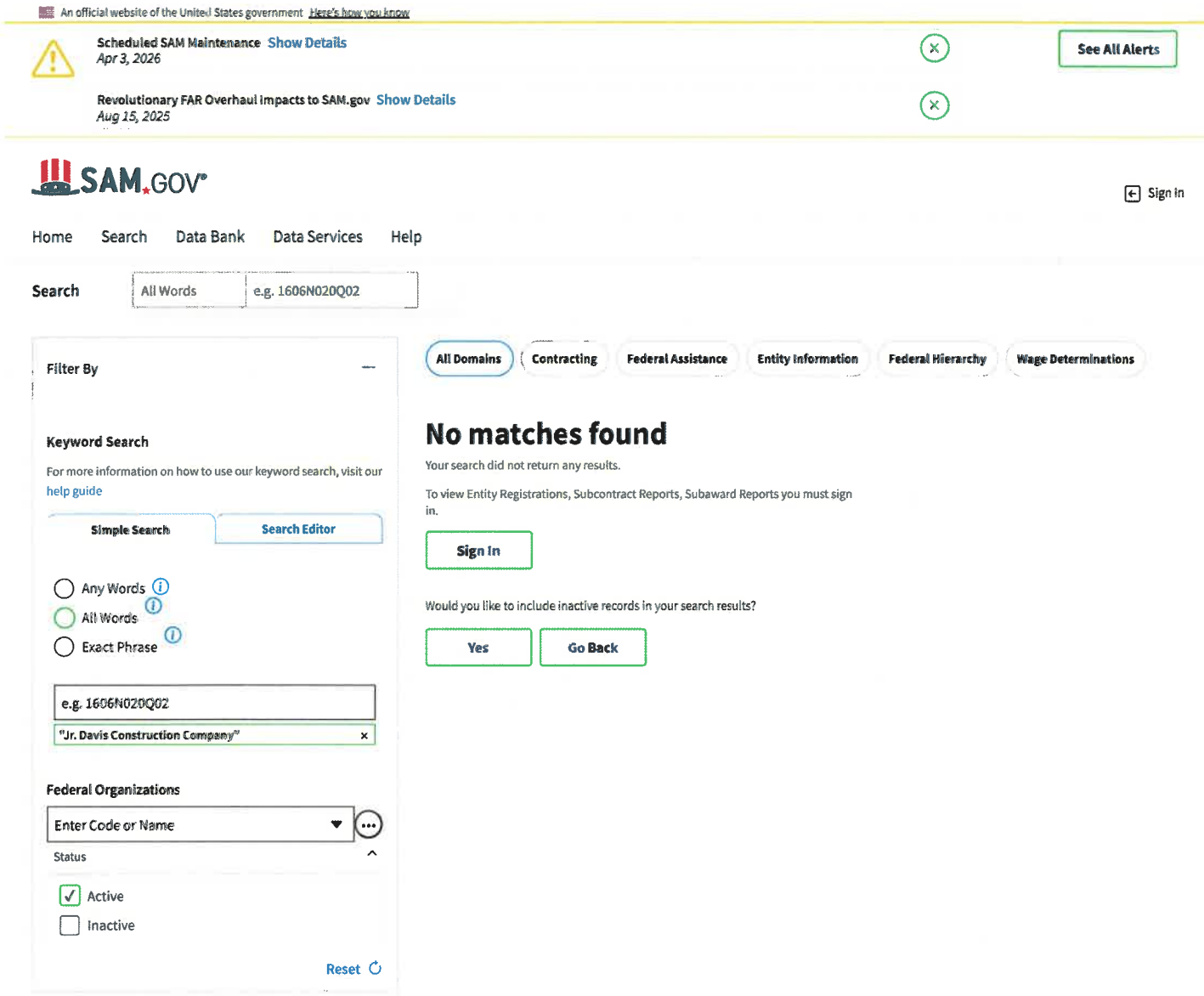
STATE OF _____ County OF _____

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 _____


An official website of the United States government Here's how you know
Scheduled SAM Maintenance Show Details
Apr 3, 2026
See All Alerts
Revolutionary FAR Overhaul impacts to SAM.gov Show Details
Aug 15, 2025
SAM.GOV
Sign In
Home Search Data Bank Data Services Help
Search All Words e.g. 1606N020Q02
Filter By
Keyword Search
For more information on how to use our keyword search, visit our help guide
Simple Search Search Editor
Any Words
All Words
Exact Phrase
e.g. 1606N020Q02
"Jr. Davis Construction Company"
Federal Organizations
Enter Code or Name
Status
Active
Inactive
Reset
All Domains Contracting Federal Assistance Entity Information Federal Hierarchy Wage Determinations
No matches found
Your search did not return any results.
To view Entity Registrations, Subcontract Reports, Subaward Reports you must sign in.
Sign In
Would you like to include inactive records in your search results?
Yes Go Back



Detail by Entity Name

Florida Profit Corporation
JR. DAVIS CONSTRUCTION COMPANY, INC.

Filing Information

Document Number	H73565
FEI/EIN Number	59-2571763
Date Filed	08/29/1985
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	03/31/2003
Event Effective Date	04/01/2003

Principal Address

210 HANGAR ROAD
KISSIMMEE, FL 34741

Changed: 08/19/2019

Mailing Address

210 HANGAR ROAD
KISSIMMEE, FL 34741

Changed: 08/19/2019

Registered Agent Name & Address

DAVIS, JAMES BJR.
210 HANGAR ROAD
KISSIMMEE, FL 34741

Name Changed: 04/15/2005

Address Changed: 02/12/2020

Officer/Director Detail

Name & Address

Title CEO

DAVIS, JAMES B. JR.
210 HANGAR ROAD
KISSIMMEE, FL 34741

Title ST

DAVIS, TAMA R
210 HANGAR ROAD
KISSIMMEE, FL 34741

Title Treasurer

Buccellato, Kimberly
210 HANGAR ROAD
KISSIMMEE, FL 34741

Title Secretary

Kelley, Kristy
210 HANGAR ROAD
KISSIMMEE, FL 34741

Title Secretary Treasurer

de Armas, Asa Joel
210 HANGAR ROAD
KISSIMMEE, FL 34741

Title President

Davis, Stephen V
210 HANGAR ROAD
KISSIMMEE, FL 34741

Title Officer

HARRIS, CRAIG C
210 HANGAR ROAD
KISSIMMEE, FL 34741

Annual Reports

Report Year	Filed Date
2024	04/10/2024
2025	04/25/2025
2026	04/28/2026

Document Images

04/28/2026 -- ANNUAL REPORT	View image in PDF format
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02/12/2020 -- ANNUAL REPORT	View image in PDF format
01/14/2019 -- ANNUAL REPORT	View image in PDF format
04/26/2018 -- ANNUAL REPORT	View image in PDF format
04/27/2017 -- ANNUAL REPORT	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
04/22/2015 -- ANNUAL REPORT	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
04/26/2012 -- ANNUAL REPORT	View image in PDF format
04/27/2011 -- ANNUAL REPORT	View image in PDF format
04/23/2010 -- ANNUAL REPORT	View image in PDF format
04/29/2009 -- ANNUAL REPORT	View image in PDF format
04/28/2008 -- ANNUAL REPORT	View image in PDF format
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Florida Department of State, Division of Corporations

ORDINANCE NO. 2025-020

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS PROVIDING PROCEDURE REQUIREMENTS TO CLOSE POLK COUNTY-OWNED ROADS; PROHIBITING ROAD CLOSURES EXCEEDING FIVE DAYS WITHOUT THE APPROVAL OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS; PROVIDING CERTAIN EXEMPTIONS; PROVIDING FOR COMPLIANCE, ENFORCEMENT, AND PENALTIES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Polk County is responsible for the maintenance of existing county-owned roadway and drainage infrastructure and the construction of new infrastructure to provide safe roadways for residents and visitors; and

WHEREAS, at times, these roadway construction projects require road closures that impede traffic; and

WHEREAS, for the safety of the traveling public and those performing work in the right of way, road closures are required; and

WHEREAS, road closures severely inconvenience the general public and increase traffic on detour roads; and

WHEREAS, it is in the interest of public health, safety, and welfare for the Polk County Board of County Commissioners to improve the policies and procedures concerning road closures in order to ensure that road closures are granted only in instances when no other option exists and for the shortest time required to complete the necessary roadway construction projects;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, THAT:

SECTION 1. INCORPORATION OF RECITALS:

The above recitals are hereby fully incorporated in the body of this Ordinance.

SECTION 2. DEFINITIONS:

(A) Road closure – the closing, detouring, or otherwise restricting all lanes of traffic on a county road for more than two (2) hours.
(B) Road Closure Request Form – the application that must be completed and submitted to the Division when requesting a road closure.
(C) Division – the Roads and Drainage Division, which is the division of Polk County government responsible for the maintenance of existing county-owned roadway

and drainage infrastructure and the construction of new infrastructure to provide safe roadways; or the Land Development Division, which is the division responsible for approval of improvements to the road infrastructure associated with development; or any other division designated by the County Manager to carry out the provisions of this Ordinance.

SECTION 3. PROHIBITION OF COUNTY ROAD CLOSURES WITHOUT COUNTY APPROVALS:

County road closures not approved in accordance with this Ordinance or exceeding the time period(s) approved in accordance with this Ordinance are hereby prohibited.

SECTION 4. PROCEDURAL REQUIREMENTS FOR A ROAD CLOSURE:

(A) The Division shall review all requests, set conditions for same, and authorize or deny road closure requests for five (5) days or less for roads that are classified as "collector roads" in the County's road inventory and road closure requests for thirty (30) days or less for roads that are classified as "local residential roads" in the County's road inventory.

(B) Road closure requests exceeding five (5) days for roads that are classified as "collector roads" in the County's road inventory, road closure requests exceeding thirty (30) days for roads that are classified as "local residential roads" in the County's road inventory, and all requests for extensions to previously granted road closures, must be submitted to the Division for initial review to confirm compliance with this Ordinance. Upon completion of the initial review by the Division, the request will be placed on agenda of the Polk County Board of County Commissioners to approve, approve with conditions, or deny. Whether to approve a road closure shall be at the sole discretion of the Polk County Board of County Commissioners acting in its legislative capacity after considering what is in the best interest of the public. Nothing herein shall create a right for an individual, corporation, or other entity to have a road closed at any time.

(C) All applicants seeking a road closure must complete a Road Closure Request Form approved by the Division and must include the following:

a. An aerial location map depicting the work zone location with northing arrow and major roads labeled;
b. A traffic control plan that contains a detour route, the location of signs and devices, and required message boards;
c. Reason(s) for the road closure;
d. Any additional information required by the Division.

In addition:

e. All requests for an extension must have the originally approved Road Closure Request Form; and
f. All road closure requests exceeding fourteen (14) days must also contain a Road Closure Agreement signed by the applicant (*See* Section 4(F)).

(D) The reason(s) for the road closure must be specific and justifiable. Road closure approvals will only be granted upon the following conditions:
a. All other possible alternatives have been explored and found to be impossible or impractical;
b. The road closure enhances public safety;
c. The road closure is necessary to mitigate hazardous working conditions; and
d. The road closure is not merely for the convenience of the applicant, contractor, or requesting party.

(E) Road closure approvals will only be granted for the shortest time required to complete the indicated scope of work.

(F) Road closures exceeding fourteen (14) days require the applicant to enter into a Road Closure Agreement with Polk County at least three (3) days prior to the scheduled closure date. The Road Closure Agreement shall contain the following terms and conditions:
a. The approved date of completion;
b. An "Extensions Clause" that allows Polk County, in its sole discretion, to grant extensions of the road closure due to unforeseen delays;
c. A "Liquidated Damages Clause" whereby the applicant must pay liquidated damages for each calendar day that the applicant fails to reopen the roadway;
d. A "Letter of Credit Clause" whereby the applicant agrees to provide an irrevocable standby Letter of Credit payable to Polk County in an amount that is reasonable to cover the project costs;
e. An "Indemnification Clause" whereby the applicant shall indemnify Polk County; and
f. Any other term or condition that may be deemed reasonable or necessary.

(G) All road closure requests that do not exceed five (5) days must be submitted at least ten (10) working days prior to the anticipated date of closure. Road closures exceeding five (5) days must be submitted at least forty-five (45) working days prior to the anticipated date of closure. The road may not be closed without written approval by the County in accordance with this Ordinance.

(H) Once a road closure request is approved, the applicant must display signage announcing the road closure. Said signage must be displayed for at least five (5) days prior to the date of the road closure and in a conspicuous location in both directions of travel.

SECTION 5. EXEMPTIONS:

The following circumstances are exempt from this Ordinance:

(A) An emergency road closure in response to an act of God or other sudden unexpected event or any occurrence, or threat thereof, whether natural, technological, or manmade, in war or peace, which results or may result in substantial injury or harm to the population or substantial damage or loss of property. In said case of emergency, the Division must be informed as soon as reasonably possible, but no more than twenty-four (24) hours, and the County Manager or the County Manager's designee must approve the road closure.
(B) Road closures effected by Polk County and approved by the Division.
(C) CSX road closures for railroad work.
(D) Road closures due to utility work.
(E) Road closures associated with municipality work.

SECTION 6. COMPLIANCE, ENFORCEMENT, AND PENALTIES:

(A) The Roads and Drainage, Code Enforcement, Land Development, and Utilities Divisions shall ensure compliance and enforcement. In addition, the County's Code Enforcement Officers, the Polk County Sheriff's Office, and any other person authorized to enforce County ordinances may enforce provisions of this Ordinance.
(B) Any enforcement action or legal remedy that shall be available under controlling state law, including, but not limited to, prosecution in the same manner as a misdemeanor with a fine not exceeding Five Hundred Dollars ($500.00) or by imprisonment for a term not exceeding sixty (60) days or by both fine and imprisonment, may be imposed as a penalty. When enforced by a Code Enforcement Officer, the enforcement provisions and procedures contained in the Polk County Code Enforcement Special Magistrate Ordinance, as may be amended, are incorporated herein by reference and will apply. Nothing stated in this Section shall prevent the County from taking such other lawful action in law and equity as may be necessary to remedy any violation of any part of this Ordinance, including without limitation, pursuit of injunctive relief and/or

declaratory relief in a court of competent jurisdiction or utilizing any other action or enforcement method permitted by law.

SECTION 7. STATUTORY CONSTRUCTION AND SEVERABILITY:

The provisions of this Ordinance are severable. If any of the provisions of this Ordinance shall be held unconstitutional or unenforceable by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions of this Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such an unconstitutional provision not been included herein.

SECTION 8. EFFECTIVE DATE:

This Ordinance shall become effective upon filing a certified copy with the Florida Department of State.

STATE OF FLORIDA)
)
COUNTY OF POLK)

I Stacy M. Butterfield, County Clerk and Comptroller for Polk County, Florida, hereby certify that the foregoing is a true and correct copy of Ordinance No. 2025-020 adopted by the Board on April 1, 2025

WITNESS my hand and official seal on this 1st day of April 2025.

STACY M. BUTTERFIELD, CLERK

By: Yolanda Harris
Yolanda Harris
Deputy Clerk

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

April 1, 2025

Stacy Butterfield
County Clerk
Polk County
Post Office Box 988
Bartow, FL 33831-0988

Dear Stacy Butterfield,

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Polk County Ordinance No. 2025-020, which was filed in this office on April 1, 2025.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

RECEIVED
APR 0 1 2025
BY:

AL/dp

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

HARRIS, CRAIG CONLEY

JR. DAVIS CONSTRUCTION COMPANY, INC.
210 HANGAR ROAD
KISSIMMEE FL 34741

LICENSE NUMBER: CGC1522682

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/19/2024

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LICENSEE DETAILS

3:39:08 PM 6/1/2026

Licensee Information

Name:	**HARRIS, CRAIG CONLEY (Primary Name)** **JR. DAVIS CONSTRUCTION COMPANY, INC. (DBA Name)**
Main Address:	**210 HANGAR ROAD** **KISSIMMEE Florida 34741**
County:	**OSCEOLA**

License Information

License Type:	**Certified General Contractor**
Rank:	**Cert General**
License Number:	**CGC1522682**
Status:	**Current,Active**
Licensure Date:	**10/21/2014**
Expires:	**08/31/2026**

Special Qualifications	Qualification Effective
Construction Business	**10/21/2014**

Alternate Names

View Related License Information
View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DAVIS, JAMES BROWER JR

JR DAVIS CONSTRUCTION COMPANY INC
210 HANGAR ROAD
KISSIMMEE FL 34741

LICENSE NUMBER: CUC051665

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/26/2024

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Florida dbpr Department of Business & Professional Regulation

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LICENSEE DETAILS

3:39:27 PM 6/1/2026

Licensee Information

Name:	**DAVIS, JAMES BROWER JR (Primary Name)** **JR DAVIS CONSTRUCTION COMPANY INC (DBA Name)**
Main Address:	**210 HANGAR ROAD KISSIMMEE Florida 34741**
County:	**OSCEOLA**
License Location:	**210 HANGAR ROAD KISSIMMEE FL 34741**
County:	**OSCEOLA**

License Information

License Type:	**Certified Underground Utility and Excavation Contractor**
Rank:	**Cert Under**
License Number:	**CUC051665**
Status:	**Current,Active**
Licensure Date:	**07/26/1990**
Expires:	**08/31/2028**

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

Alternate Names

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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. 175296 **CLASS:** B+ EXEMPT **EXPIRES:** **09/30/2026**

OWNER NAME	LOCATION
JAMES B JR DAVIS	POLK COUNTY POLK COUNTY

BUSINESS NAME AND MAILING ADDRESS

DAVIS, JR CONSTRUCTION COMPANY INC
JR DAVIS CONSTRUCTION COMPANY INC
210 HANGAR RD
KISSIMMEE, FL 34741

CODE	ACTIVITY TYPE
230290	CONTRACTOR UNDERGROUND UTILEXC

PROFESSIONAL LICENSE (IF APPLICABLE)
DBPR CUC051665

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3415614 07/14/2025 MSF **TAX 0.00** **DAVIS, JR CONSTRUCTION COMPANY INC**

INSURANCE/SURETY BONDS

JOHNSON & COMPANY

May 18, 2026

Polk County, a political subdivision of the State of Florida
330 W. Church St
Bartow, FL 33830

RE: *Authority to Insert Contract Date and Date Bond(s) and Power(s)of Attorney*

Principal:	Jr. Davis Construction Company, Inc.
Bond No.:	30275543
Project:	25-420 – Thompson Nursery Road Extension Phase 1, Segment 1

To Whom It May Concern:

Please be advised that this letter serves as our authorization for Polk County, FL to do the following;

- *Once the contract is signed, insert the date of the contract to the bond(s);*
- *Date the bond(s) and Power(s) of Attorney the date of the contract; and*

Please provide us with a copy for our files.

If you have any questions, please don't hesitate to contact this office

Sincerely,
Johnson & Company

Brett A. Ragland
Attorney-In-Fact for Western Surety Company

EXHIBIT II: PERFORMANCE BOND

FRONT PAGE
F.S. CHAPTER 255.05

BOND NO.:	30275543
CONTRACTOR NAME:	Jr. Davis Construction Company, Inc.
CONTRACTOR ADDRESS:	210 Hangar Road, Kissimmee, FL 34741
CONTRACTOR PHONE NO:	(321)383-1171
SURETY COMPANY:	Western Surety Company
	151 N. Franklin Street
	Chicago, IL 60606
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:	$ 33,523,440.79
CONTRACT NUMBER:	25-420
GENERAL DESCRIPTION OF PROJECT:	Thompson Nursery Road Extension Phase 1
	Segment 1
PROJECT LOCATION:	Thompson Nursery Road

Bond No: 30275543

EXHIBIT II (cont'd): PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That Jr. Davis Construction Company, Inc., as Principal, and Western Surety Company, as Surety, located at 151 N. Franklin Street, Chicago, IL 60606 (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Dollars ($33,523,440.79) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

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

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

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

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

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

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

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

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

ATTEST:

PRINCIPAL: J. Davis Construction Company, Inc.

BY: _____ (SEAL)

Witness: _____

Authorized Signature (Principal)

Printed Name: Kristy Kelley

Witness: _____

Title of Person Signing Above: SECRETARY

ATTEST:

SURETY: Western Surety Company

(Printed Name)

Witness: _____ BY: _____ (SEAL)

Laura Krajczewski, Witness

Attorney in Fact

Witness: _____

Printed Name Brett A. Ragland, Attorney-In-Fact

Kendra Gray, Witness

Business Address 151 N. Franklin Street, Chicago, IL 60606

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

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

Agency: Johnson and Company
801 N. Orange Avenue, Suite 510
Orlando, FL 32801 (407)843-1120

EXHIBIT III: PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Jr. Davis Construction Company, Inc, as Principal, and Western Surety Company, as Surety, located at 151 N. Franklin Street, Chicago, IL 60606 (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of Thirty Three Million, Five Hundred Twenty Three Thousand, Four Hundred Forty and 79/100 Dollars ($33,523,440.79) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided under and in accordance with that certain purchase order dated _____, 20__ (the "Purchase Order") between Principal and Obligee for; 25--420 Thompson Nursery Road Extension Phase 1 - Segment 1.

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

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

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

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

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

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

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

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

ATTEST:

PRINCIPAL: J. Davis Construction Company, Inc.

BY: _____ (SEAL)

Authorized Signature (Principal)

Witness: _____

Printed Name: Kristy Kelley

Witness: _____

Title of Person Signing Above: SECRETARY

ATTEST:

SURETY: Western Surety Company

(Printed Name)

Witness: _____ BY: _____ (SEAL)

Laura Krajczewski, Witness

Attorney in Fact

Witness: _____

Kendra Gray, Witness

Printed Name Brett A. Ragland, Attorney-In-Fact

Business Address 151 N. Franklin Street, Chicago, IL 60606

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

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

Agency: Johnson and Company
801 N. Orange Avenue, Suite 510
Orlando, FL 32801 (407)843-1120

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Joseph D Johnson Jr, Francis T O'Reardon, Brett A Ragland, Joseph D Johnson III, Kanani Cordero, Tyler Ragland, Tanner Ragland, Individually

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature - **In Unlimited Amounts** - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on April 21, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On April 21, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, P. Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation on _____.

WESTERN SURETY COMPANY

P. Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated on April 27, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Western Surety Company

BestLink | AMB #: 000974 NAIC #: 13188 FEIN #: 460204900

Mailing Address
151 N. Franklin Street
Chicago, Illinois 60606
United States

View Additional Address Information

Web: www.cna.com
Phone: 312-822-5000

AM Best Rating Unit: AMB #: 018214 - Western Surety Group

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



View additional news, reports and products for this company.

Based on AM Best's analysis, 050177 - Loews Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	December 03, 2025
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	December 03, 2025
Initial Rating Date:	June 21, 2005

Financial Size Category View Definition

Financial Size Category:	XIV (USD 1.50 Billion to Less than 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Elizabeth Bamble
Director: Alan Murray
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 Upgrades Credit Ratings of CNA Financial Corporation and Its Subsidiaries
December 03, 2025

Rating History

A.M. Best has provided ratings & analysis on this company since 1922.

Financial Strength Rating

Effective Date	Rating
December 03, 2025	A+
December 05, 2024	A
December 15, 2023	A
August 17, 2023	A
August 04, 2022	A
July 08, 2021	A

Long-Term Issuer Credit Rating

Effective Date	Rating
December 03, 2025	aa-
December 05, 2024	a+
December 15, 2023	a+
August 17, 2023	a+
August 04, 2022	a+
July 08, 2021	a+

Related Financial and Analytical Data

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

AMB #	Company Name	Company Description
018214	Western Surety Group (SG) Rating Unit	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 018214 - Western Surety Group.

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

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

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

View additional news, reports and products for this company.

Western Surety Company

(NAIC #13188)

BUSINESS ADDRESS: 151 N. Franklin Street, CHICAGO, IL 60606
PHONE: (312) 822-5000
UNDERWRITING LIMITATION b/: $147,759,000
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, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY
INCORPORATED IN: South Dakota

Surety Check 6/1/2026 - TShirah

CNA SURETY
500 Colonial Center Parkway, Lake Mary, FL 32746

Greg Venturoni
Underwriting Consultant
407-804-5929
Gregory.Venturoni@cnasurety.com

April 10, 2026

Polk County Board of County Commissioners
Attn: Tabatha Shirah, Senior Procurement Analyst
330 W Church Street
Bartow, FL 33831-9005

Re: Project: Bid #25-420; Thompson Nursery Road Extension Phase 1 – Segment 1

Dear Ms. Shirah:

This letter is to confirm, on behalf of Western Surety Company, that the Bid Bond submitted by Jr. Davis Construction Company, Inc. in connection with the above-referenced project was issued in the amount of five percent (5%) of the total bid.

The corresponding five percent (5%) bid bond amount is $1,663,672.04.

Please consider this letter as formal confirmation of the bid bond amount as requested by Procurement. Should you require any additional information or documentation, please do not hesitate to contact me.

Sincerely,

Greg Venturoni, AFSB
Underwriting Consultant
CNA Surety – Orlando Branch
500 Colonial Center Parkway, Suite 400
Lake Mary, FL 32746
Gregory.venturoni@cnasurety.com

PART D – EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Jr. Davis Construction Company, Inc. (hereinafter called the Principal) and Western Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of South Dakota, and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of Five Percent of the Bid Amount dollars ($ 5% of Bid) 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 #25-420: Thompson Nursery Road Extension Phase 1 – Segment 1

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 Performance and Payment 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 4th day of March 20 26.

ATTEST:

Witness

Witness

PRINCIPAL: Jr. Davis Construction Company, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

Kristy Kelley
Printed Name

Secretary
Title of Person Signing Above

ATTEST:

Witness Erin Condlin, Witness

Witness Kanani Cordero, Witness

SURETY: Western Surety Company
Printed Name

BY: _____ (SEAL)
Attorney in Fact

Brett A. Ragland, Attorney-In-Fact & FL Licensed Resident Agent
Printed Name

151 N. Franklin Street, Chicago, IL 60606
Business Address

Agent: 801 N. Orange Avenue, Suite 510
Orlando, FL 32801 Inquiries: 407-843-1120

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

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

BRETT A. RAGLAND
License Number E030595
IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE:
General Lines (Prop & Casu)
Life, Health & Var Annuity



RESIDENT
LICENSE

This Licensee must have an active appointment with the insurer or employer for which products or services are being marketed. See reverse for additional requirements.
The Florida Community College System is Experior's subcontractor for providing test centers for the fulfillment of its contract with the Florida Department of Financial Services.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Joseph D Johnson Jr, Francis T O'Reardon, Brett A Ragland, Joseph D Johnson III, Kanani Cordero, Tyler Ragland, Individually

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of June, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 14th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of March , 2026

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Western Surety Company

BestLink AMB #: 000974 NAIC #: 13188 FEIN #: 460204900

Mailing Address
151 N. Franklin Street
Chicago, Illinois 60606
United States

View Additional Address Information

Web: www.cna.com
Phone: 312-822-5000

AM Best Rating Unit: AMB #: 018214 - Western Surety Group

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



View additional news, reports and products for this company.

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Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	December 03, 2025
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	December 03, 2025
Initial Rating Date:	June 21, 2005

Financial Size Category View Definition

Financial Size Category:	XIV (USD 1.50 Billion to Less then 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Elizabeth Bramble
Director: Alan Murray
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 Upgrades Credit Ratings of CNA Financial Corporation and Its Subsidiaries
December 03, 2025

Rating History

A.M. Best has provided ratings & analysis on this company since 1922.

Financial Strength Rating

Effective Date	Rating
December 03, 2025	A+
December 05, 2024	A
December 15, 2023	A
August 17, 2023	A
August 04, 2022	A
July 08, 2021	A

Long-Term Issuer Credit Rating

Effective Date	Rating
December 03, 2025	aa-
December 05, 2024	a+
December 15, 2023	a+
August 17, 2023	a+
August 04, 2022	a+
July 08, 2021	a+

Related Financial and Analytical Data

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

AMB #	Company Name	Company Description
018214	Western Surety Group (SG) Rating Unit	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 018214 - Western Surety Group.

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

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

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

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Western Surety Company

(NAIC #13188)

BUSINESS ADDRESS: 151 N. Franklin Street, CHICAGO, IL 60606
PHONE: (312) 822-5000
UNDERWRITING LIMITATION b/: $147,759,000
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, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY
INCORPORATED IN: South Dakota

Surety Check 6/1/2026 - TShirah

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/21/2026

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	CONTACT NAME: Erin Condlin
Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801	PHONE (A/C, No, Ext): (407)843-1120 FAX (A/C, No): (407)843-5772 E-MAIL ADDRESS: econdlin@johnsonandcompany.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Prop Casualty Co of America	25674
INSURER B: Bridgefield Casualty Ins Co	10335
INSURER C: Transguard Insurance Company of America	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Jr. Davis Construction Company, Inc.
210 Hangar Road
Kissimmee FL 34741-4534

COVERAGES **CERTIFICATE NUMBER:** CL263218410 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] XCU & Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	Y	VTC2J-CO-4R630909-TIL-25	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X	Y	VTC2J-CAP-4R630910-TIL-25	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Personal Injury Protection	$ 2,000,000 $ $ $ $ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 50,000	X	Y	CUP-4R630934-TIL-24 -25	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	196-42625	04/01/2026	04/01/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased/Rented Equipment			IMP4003837-00	07/01/2025	07/01/2026	Limit per Item	$3,000,000

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

RE: Thompson Nursery Rd Ext Phase 1-Seg 1 (25-420)

See "Jr. Davis Construction Company, Inc. Certificate Attachment".

Jr. Davis Construction Company, Inc. Certificate Attachment

CERTIFICATE HOLDER

Polk County, a political subdivision of
the State of Florida
PO Box 9005, Drawer AS05
Bartow, FL 33831-9005

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

J Johnson, III/ERIN

© 1988-2014 ACORD CORPORATION. All rights reserved.

COMMENTS/REMARKS

Coverage Form
General Liability coverage form CG0001 applies.

Additional Insured
Certificate Holder is a General Liability Additional Insured and an Auto Liability Designated Insured, when required by written contract.

Primary / Non-Contributory Additional Insured
Primary and non-contributory General Liability Additional Insured provision applies, when required by written contract.

Per Project General Aggregate
General Liability Per Project General Aggregate applies when required by written contract.

Contractual Liability
General Liability and Auto Liability Insured Contract contractual liability provisions apply.

Separation of Insureds
General Liability and Auto Liability Separation of Insureds provisions apply.

Waiver of Subrogation
Waiver of Transfer Of Rights Of Recovery Against Others To Us provision as respects General Liability, Auto Liability, Workers Compensation and Excess Liability applies in
favor of Certificate Holder, when required by written contract.

Excess Liability Underlying Insurance
Excess Liability schedule of underlying insurance includes General Liability, Auto Liability and Workers Compensation Employers Liability.

Cancellation
Should any of the above described policies be cancelled before the expiration date thereof, the issuing insured will mail 30* days written notice to the certificate holder named to the left except 10 days for non payment of premium.

COPYRIGHT 2000, AMS SERVICES INC.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

      (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

      (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

      No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

   b. This insurance applies to "bodily injury" and "property damage" only if:

      (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

      (2) The "bodily injury" or "property damage" occurs during the policy period; and

      (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

   c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

   d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

      (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

      (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

      (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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Includes copyrighted material of Insurance Services Office, Inc. with its permission.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. **Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. **Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. **Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. **Employer's Liability**

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. **Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. **Employment-Related Practices**

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. **Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. **Exclusions**

This insurance does not apply to:

a. **Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1), (2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

   So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

   Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.

      Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

      (2) "Property damage" to property:
         (a) Owned, occupied or used by;
         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
   b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.

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d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an Insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage C;
   b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage A; and
   b. Medical expenses under Coverage C;

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. **Other Insurance**

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. **Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":
   a. Means injury caused by one or more of the following offenses:
      (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
      (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
         (a) Appropriates a person's name, voice, photograph or likeness; or
         (b) Unreasonably places a person in a false light; or
      (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
   b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
   a. Physical harm, including sickness or disease, sustained by a person; or
   b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
   a. By radio or television; or
   b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
      (1) Radio or television programming being transmitted;
      (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
      (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
      (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

   provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

    a. Means:

        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

            (a) You;

            (b) Others trading under your name; or

            (c) A person or organization whose business or assets you have acquired; and

        (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

    b. Includes:

        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

        (2) The providing of or failure to provide warnings or instructions.

    c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

    a. Means:

        (1) Work or operations performed by you or on your behalf; and

        (2) Materials, parts or equipment furnished in connection with such work or operations.

    b. Includes:

        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

        (2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. An organization other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

   b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

   (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

   (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

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2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II.**

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

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(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE.**

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

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(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

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M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non–renewal.

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BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Fonn B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III – Limits** Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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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

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: February 6, 2026

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: April 1, 2026

Policy Number: 196-42625

Countersigned by: _____

Insured: Jr. Davis Construction Company, Inc.

WC 00 03 13 (Ed. 4-84)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/22/2026

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 Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801	CONTACT NAME: Erin Condlin PHONE (A/C, No, Ext): (407)843-1120 FAX (A/C, No): (407)843-5772 E-MAIL ADDRESS: econdlin@johnsonandcompany.net
INSURED Jr Davis Construction Co Inc. 210 Hangar Road Kissimmee FL 34741	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Allied World Assurance Co. — 19489 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL2562618083 **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)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						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? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Pollution Liability			0309-5047	07/01/2025	07/01/2026	Each Occurrence/Aggregate	5MIL/10MIL

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

RE: Thompson Nursery Rd Ext Phase 1-Seg 1 (25-420)

CERTIFICATE HOLDER

Polk County, a political subdivision of
the State of Florida
PO Box 9005, Drawer AS05
Bartow, FL 33831-9005

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

J Johnson, III/ERIN

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/22/2026

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

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

PRODUCER	CONTACT NAME: Erin Condlin	
Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801	PHONE (A/C, No, Ext): (407) 843-1120	FAX (A/C, No): (407) 843-5772
	E-MAIL ADDRESS: econdlin@johnsonandcompany.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Great American Insurance Co	16691
INSURED Jr Davis Construction Co Inc. 210 Hangar Road Kissimmee FL 34741	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2652118533 **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

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)	$
								$
A	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$ 5,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE			TUE 1280611 09	07/01/2025	07/01/2026	AGGREGATE	$ 5,000,000
	☐ DED ☒ RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

RE: Thompson Nursery Rd Ext Phase 1-Seg 1 (25-420)

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Florida
PO Box 9005, Drawer AS05
Bartow FL 33831-9005

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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Travelers Property Casualty Company of America

BestLink | AMB #: 004461 NAIC #: 25674 FEIN #: 362719165

Mailing Address
One Tower Square
Hartford, Connecticut 06183
United States

View Additional Address Information

Web: www.travelers.com
Phone: 860-277-0111
Fax: 844-816-9447

AM Best Rating Unit: AMB #: 018674 - Travelers Group

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



View additional news, reports and products for this company.

Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 08, 2025
Initial Rating Date:	June 30, 1972

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 08, 2025
Initial Rating Date:	April 18, 2005

Financial Size Category View Definition

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

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Cristian Sierra, CFA, CPCU
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 The Travelers Companies, Inc. and Main Subsidiaries
August 08, 2025

View AM Best's Rating Review Form

Rating History

A.M. Best has provided ratings & analysis on this company since 1972.

Financial Strength Rating

Effective Date	Rating
August 08, 2025	A++
August 02, 2024	A++
July 20, 2023	A++
July 29, 2022	A++
November 04, 2021	A++
November 05, 2020	A++

Long-Term Issuer Credit Rating

Effective Date	Rating
August 08, 2025	aa+
August 02, 2024	aa+
July 20, 2023	aa+
July 29, 2022	aa+
November 04, 2021	aa+
November 05, 2020	aa+

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 018674 - Travelers Group.

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

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

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

View additional news, reports and products for this company.

Bridgefield Casualty Insurance Company

BestLink AMB #: 011812 NAIC #: 10335 FEIN #: 593269531

Mailing Address
117 N. Massachusetts Avenue
Lakeland, Florida 33801
United States

View Additional Address Information

Web: www.summitholdings.com
Phone: 863-665-6060
Fax: 513-369-5830

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



AM Best Rating Unit: AMB #: 003012 - Great American Contemporary Pool

View additional news, reports and products for this company.

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

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 11, 2025
Initial Rating Date:	January 18, 1999

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 11, 2025
Initial Rating Date:	January 25, 2006

Financial Size Category View Definition

Financial Size Category: X (USD 500 Million to Less than 750 Million)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

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

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

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

Rating History

A.M. Best has provided ratings & analysis on this company since 1999.

Financial Strength Rating

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

Long-Term Issuer Credit Rating

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

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 003012 - Great American Contemporary Pool.

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

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

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

View additional news, reports and products for this company.

EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
SS
County of Osceola)

Kristy Kelley, being first duly sworn, deposes and says that:

1. They are Secretary of Jr. Davis Construction Co., 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 the County or any person interested in the proposed Contract; and

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

Signed Kristy Kelley

Title Secretary

Subscribed and sworn to before me this 4th day of March, 20 26

Project Administrator
(Title)

My Commission expires

KATHERINE J. COOK
Notary Public-State of Florida
Commission # HH 479086
My Commission Expires
May 02, 2028

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK
BID # 25-420

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid # 25-420.
- Understands that at the pre-award meeting they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal at the pre-award meeting unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be **non-responsive.**

Bidder must sign and have notarized:

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

Dated this 4th day of March, 20 26

Name of Firm Jr. Davis Construction Co., Inc.

By _____
Kristy Kelley

Secretary
Title of Person Signing

Subscribed and sworn to before me this 4th day of March, 20 26

_____
Project Administrator
(Title)

KATHERINE J. COOK
Notary Public-State of Florida
Commission # HH 479086
My Commission Expires
May 02, 2028

My Commission expires _____

EX VI - 1

Exhibit VI-A
Subcontractor List

Work Activity	Firm performing work	Caucasian, Male	%	Caucasian, Female	%	African American	%	Hispanic American	%	Asian Pacific American	%	Native American	%	Asian Indian American	%	Total	% of Total
QC Testing	Tierra	$ 523,603.00														$ 523,603.00	1.57%
MOT	TBD	$ 1,910,000.00														$ 1,910,000.00	5.74%
Lighting & Signalization	Chinchor Electric	$ 2,865,240.16														$ 2,865,240.16	8.61%
Pavement markings	Fausnight	$ 306,538.28														$ 306,538.28	0.92%
Asphalt	S&L Materials	$ 4,244,250.50														$ 4,244,250.50	12.76%
Project Video	Aerial Innovations			$ 10,209.00												$ 10,209.00	0.03%
Guardrail /Fencing	TBD	$ 532,134.80														$ 532,134.80	1.60%
Drainage	Self-Perform	$ 3,522,992.00														$ 3,522,992.00	10.59%
Concrete Flatwork	Self-Perform	$ 2,002,539.00														$ 2,002,539.00	6.02%
Sod	TBD	$ 33,695.00														$ 33,695.00	0.10%
Earthwork	Self-Perform	$ 10,384,729.05														$ 10,384,729.05	31.21%
Structural Items	TBD	$ 1,993,060.00														$ 1,993,060.00	5.99%
Utility Installation	Self-Perform	$ 444,450.00														$ 444,450.00	1.34%
Contingency	Self-Perform	$ 4,500,000.00														$ 4,500,000.00	13.52%
																$ -	0.00%
																$ -	0.00%
	SubTotals	$ 33,263,231.79		$ 10,209.00		$ -		$ -		$ -		$ -		$ -		$ 33,273,440.79	100.00%
	Allowance	$ 250,000.00														$ 250,000.00	
	TOTAL															$ 33,523,440.79	

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of Florida)
SS
County of Orange)

Jeffrey Begovich, P.E., being first duly sworn, deposes and says that:

1. They are V.P. of Tierra, Inc., hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Jr. Davis the Contractor for certain work in connection with Bid: 2286

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

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

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

Signed _____

Title Vice President

Subscribed and sworn to before me this 28 day of May, 2026

_____

Office Manager

(Title)

My Commission expires 10/1/28

JACLYN CYR
MY COMMISSION # HH 534350
EXPIRES: October 1, 2028

EX V- 1

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of Florida)
SS
County of Volusia)

Timothy Chinchor, being first duly sworn, deposes and says that:

1. They are President of Chinchor Electric, Inc., hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Jr. Davis Construction Company, Inc. the Contractor for certain work in connection with Bid: _____.

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

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

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

Signed _____

Title President

Subscribed and sworn to before me this 29th day of May, 2026

Megan Barro

Notary Public
(Title)

My Commission expires 6/13/2027

MEGAN BARRO
Notary Public
State of Florida
Comm# HH409770
Expires 6/13/2027

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of Florida)
SS
County of Seminole)

Phillip Fausnight, being first duly sworn, deposes and says that:

1. They are President of Fausnight Stripe and Line, Inc., hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Jr. Davis Construction, Inc. the Contractor for certain work in connection with Bid: Thompson Nursery Rd Ext;

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

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

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

Signed Phillip Fausnight

Title President

Subscribed and sworn to before me this 28th day of May, 2026

(Title)

My Commission expires

CRISTANNY MERCEDES
MY COMMISSION # HH 613748
EXPIRES: December 19, 2028

EXV-1

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of Florida)
SS
County of Osceola)

Kristy Kelley, being first duly sworn, deposes and says that:

1. They are Secretary of S&L Materials, Inc., hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Jr. Davis Construction Co. the Contractor for certain work in connection with Bid: 25-420

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

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

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

Signed Kristy Kelley

Title Secretary

Subscribed and sworn to before me this 28th day of May, 2026

(Title)

My Commission expires 5/2/28

KATHERINE J. COOK
Notary Public-State of Florida
Commission # HH 479086
My Commission Expires
May 02, 2028

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of FLORIDA)
SS
County of HILLSBOROUGH)

JULIE PALERMO, being first duly sworn, deposes and says that:

1. They are VP of AERIAL INNOVATIONS, INC., hereafter referred to as the Subcontractor;

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

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

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

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

Signed _____

Title VICE PRESIDENT

Subscribed and sworn to before me this 2ND day of JUNE, 20 26

_____

_____
(Title)

My Commission expires 2.15.2028

MARYIA M. HERNANDEZ
MY COMMISSION EXPIRES FEB 15, 2028
#HH632801
NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT VI-B
GOOD FAITH EFFORT DOCUMENTATION

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

Division of Work	Results of Good Faith Effort
1. Striping	
Fausnight	Utilizing
Mcshea	Not Utilizing
Traffic Control Products (WBE)	Not Utilizing
2. Signalization	
Chinchor Electric	Utilizing
Carter Electric	Not Utilizing
Traffic Control Devices	Not Utilizing
Montoya	Not Utilizing
	Not Utilizing
3. Asphalt	
S&L Materials	Utilizing
Ajax Paving	Not Utilizing
Middlesex Paving	Not Utilizing
4. Aerial Photos & Pre/Post Video	
Aerial Innovations	Utilizing
Aero Photo	Not Utilizing
Fast Aerial	Not Utilizing
5. Guardrail/Handrail	
SE Highway	TBD
Slagter	TBD
Delamere Industries	TBD

EXHIBIT XVIII
CERTIFICATE OF COMPLIANCE

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

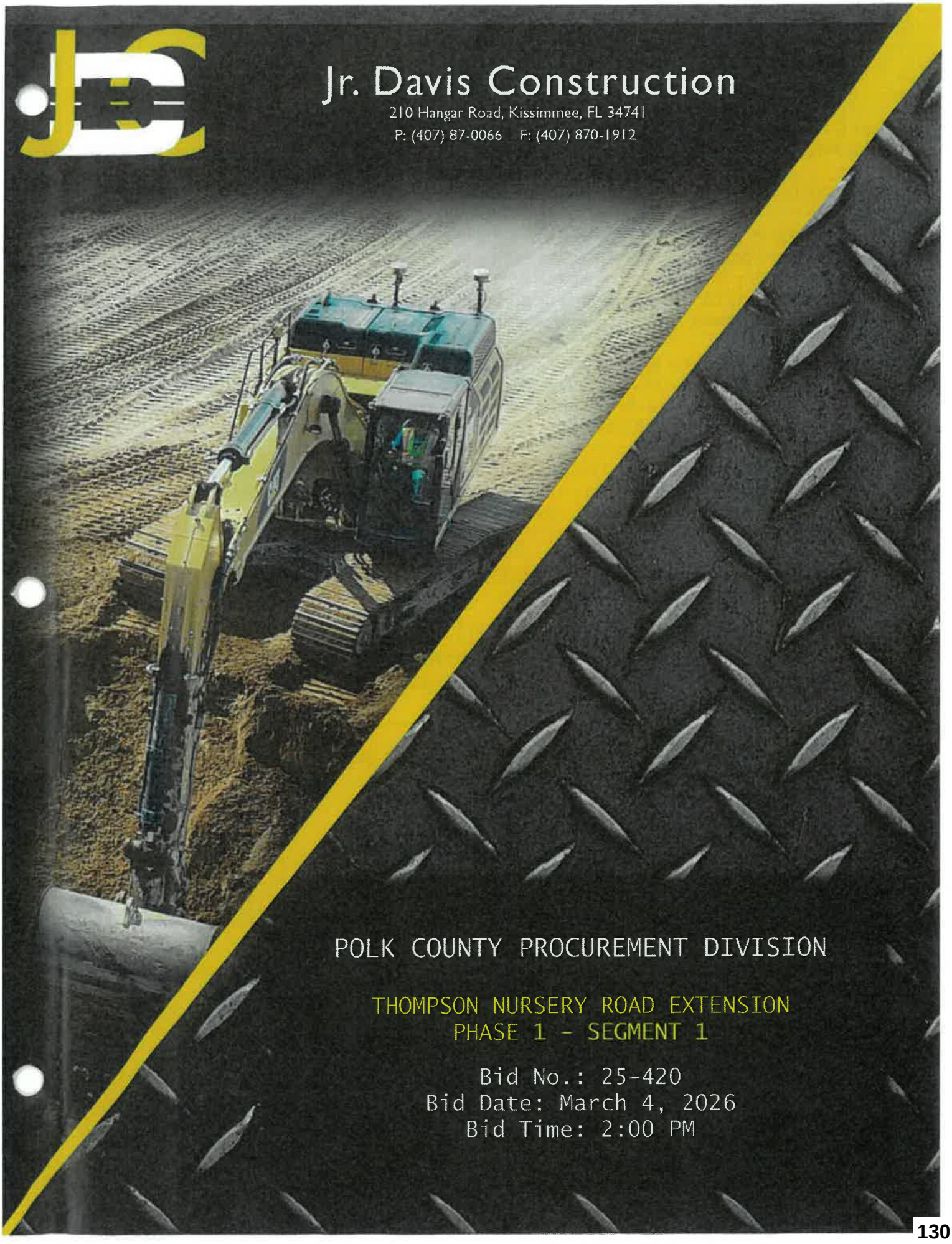
Bid # 25-420

Jr. Davis Construction Company, Inc.
Contractor

Signature

James B. Davis, Jr.
Printed Name of Signer

5/28/2026
Date



Jr. Davis Construction

210 Hangar Road, Kissimmee, FL 34741

P: (407) 87-0066 F: (407) 870-1912

POLK COUNTY PROCUREMENT DIVISION

THOMPSON NURSERY ROAD EXTENSION
PHASE 1 - SEGMENT 1

Bid No.: 25-420

Bid Date: March 4, 2026

Bid Time: 2:00 PM

Part C – BID SUBMITTAL
(Unit Price)

NAME OF PROJECT: BID #25-420, Thompson Nursery Road extension phase 1 - Segment 1

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

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

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

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

***NOTE: ALL UNIT PRICE PAGES MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT WILL CAUSE THE BID TO BE REJECTED.**

1. **BID PRICE** $ 33,273,440.79
(Note: This total represents the sum of the unit prices on the Bid Sheet.)

WRITTEN AMOUNT (SPELL OUT)

Thirty-three million, two hundred seventy-three thousand, four hundred forty dollars and seventy-nine cents DOLLARS

CENTS

2. **CONTRACT TIME TO COMPLETE THIS PROJECT** 1,033 CALENDAR DAYS

3. **NAME OF BIDDER:** Jr. Davis Construction Company., Inc.
(typed or printed: firm, corporation, business or individual)

BID FORM

	A	B	C	D	E	F	G
1	A. ROADWAY/DRAINAGE ITEMS						
2	No.	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
3	1	102-104	TEMPORARY SIGNALIZATION AND MAINTENANCE OF INTERSECTION	ED	2066	$35.00	$ 72,310.00
4	2	102-107-1	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE OF INTERSECTION	ED	3099	$28.00	$ 86,772.00
5	3	104-10-3	SEDIMENT BARRIER	LF	33906	$2.50	$ 84,765.00
6	4	104-18	INLET PROTECTION SYSTEM	EA	15	$91.00	$ 1,365.00
7	5	107-1	LITTER REMOVAL	AC	558.30	$50.00	$ 27,914.99
8	6	107-2	MOWING	AC	558.30	$135.00	$ 75,370.46
9	7	109-71	FIELD OFFICE	ED	1032	$150.00	$ 154,800.00
10	8	110-1-1	CLEARING & GRUBBING	AC	68.46	$15,000.00	$ 1,026,930.00
11	9	110-4-10	REMOVAL OF EXISTING CONCRETE	SY	1779	$16.40	$ 29,175.60
12	10	110-7-1	MAILBOX, F&I SINGLE	EA	15	$960.00	$ 14,400.00
13	11	120-1	REGULAR EXCAVATION	CY	173887.0	$4.00	$ 695,548.00
14	12	120-4	SUBSOIL EXCAVATION	CY	27988.0	$10.00	$ 279,880.00
15	13	120-6	EMBANKMENT	CY	230320.0	$6.50	$ 1,497,080.00
16	14	160-4	TYPE B STABILIZATION	SY	94648	$13.50	$ 1,277,748.00
17	15	285-701	OPTIONAL BASE, BASE GROUP 1	SY	1109	$54.00	$ 59,886.00
18	16	285-702	OPTIONAL BASE, BASE GROUP 2	SY	735	$40.00	$ 29,400.00
19	17	285-703	OPTIONAL BASE, BASE GROUP 3	SY	334	$30.00	$ 10,020.00
20	18	285-705	OPTIONAL BASE, BASE GROUP 05	SY	10645	$22.00	$ 234,190.00
21	19	285-710	OPTIONAL BASE, BASE GROUP 10	SY	167	$61.50	$ 10,270.50
22	19	285-711	OPTIONAL BASE, BASE GROUP 11	SY	76134	$25.00	$ 1,903,350.00
23	20	327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	SY	1110	$5.00	$ 5,550.00
24	21	327-70-5	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH	SY	887	$6.50	$ 5,765.50
25	22	327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	17365	$4.10	$ 71,196.50
26	23	334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	TN	15114.0	$178.00	$ 2,690,292.00
27	24	337-7-82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22	TN	4310.0	$240.00	$ 1,034,400.00
28	25	337-7-83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	1561.9	$235.00	$ 367,046.50
29	26	339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	200.0	$350.00	$ 70,000.00
30	27	350-3-7	PLAIN CEMENT CONCRETE PAVEMENT 9"	SY	764	$145.00	$ 110,780.00
31	28	400-0-11	CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011	CY	28.2	$900.00	$ 25,380.00
32	29	425-1-311	INLETS, CURB, TYPE P-1, <10'	EA	3	$8,600.00	$ 25,800.00
33	30	425-1-321	INLETS, CURB, TYPE P-2, <10'	EA	3	$8,500.00	$ 25,500.00
34	31	425-1-351	INLETS, CURB, TYPE P-5, <10'	EA	62	$7,600.00	$ 471,200.00
35	32	425-1-352	INLETS, CURB, TYPE P-5, >10'	EA	1	$9,700.00	$ 9,700.00
36	33	425-1-355	INLETS, CURB, TYPE P-5 PARTIAL, <10'	EA	1	$6,500.00	$ 6,500.00
37	34	425-1-361	INLETS, CURB, TYPE P-8, <10'	EA	12	$8,000.00	$ 96,000.00
38	35	425-1-451	INLETS, CURB, TYPE J-5, <10'	EA	2	$14,300.00	$ 28,600.00
39	36	425-1-452	INLETS, CURB, TYPE J-5, >10'	EA	3	$15,100.00	$ 45,300.00
40	37	425-1-461	INLETS, CURB, TYPE J-8, <10'	EA	1	$11,600.00	$ 11,600.00
41	38	425-1-462	INLETS, CURB, TYPE J-8, >10'	EA	2	$17,100.00	$ 34,200.00
42	39	425-1-481	INLETS, CURB, TYPE P-8, <10'	EA	5	$6,800.00	$ 34,000.00
43	40	425-1-521	INLETS, DT BOT, TYPE C,<10'	EA	6	$5,800.00	$ 34,800.00
44	41	425-1-529	INLETS, DT BOT, TYPE C MODIFY,<10'	EA	1	$8,500.00	$ 8,500.00
45	42	425-1-549	INLETS, DT BOT, TYPE D MODIFY,<10'	EA	2	$13,300.00	$ 26,600.00
46	43	425-1-711	INLETS, GUTTER, TYPE V,<10'	EA	1	$5,700.00	$ 5,700.00
47	44	425-2-41	MANHOLES, P-7, <10'	EA	3	$6,100.00	$ 18,300.00
48	45	425-2-61	MANHOLES, P-8, <10'	EA	2	$5,500.00	$ 11,000.00
49	46	425-2-71	MANHOLES, J-7, <10'	EA	2	$7,200.00	$ 14,400.00
50	47	425-2-92	MANHOLES, J-8, >10'	EA	4	$11,900.00	$ 47,600.00
51	48	430-174-118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"SD	LF	177	$106.00	$ 18,762.00
52	49	430-174-124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"SD	LF	21	$198.00	$ 4,158.00
53	50	430-174-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 18"SD	LF	37	$148.00	$ 5,476.00
54	51	430-175-118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	LF	7087	$100.00	$ 708,700.00
55	52	430-175-124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	LF	1801	$118.00	$ 212,518.00
56	53	430-175-130	PIPE CULVERT,OPTIONAL MATERIAL ROUND, 30"S/CD	LF	2938	$151.00	$ 443,638.00
57	54	430-175-136	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 36"S/CD	LF	1163	$227.00	$ 264,001.00
58	55	430-175-142	PIPE CULVERT,OPTIONAL MATERIAL ROUND, 42"S/CD	LF	907	$330.00	$ 299,310.00
59	56	430-175-148	PIPE CULVERT,OPTIONAL MATERIAL ROUND, 48"S/CD	LF	45	$526.00	$ 23,670.00
60	57	430-175-154	PIPE CULVERT,OPTIONAL MATERIAL ROUND, 54"S/CD	LF	384	$543.00	$ 208,512.00
61	58	430-175-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18"S/CD	LF	192	$116.00	$ 22,272.00
62	59	430-518-100	STRAIGHT CONCRETE ENDWALLS, 18", SINGLE, 0 DEGREES, ROUND	EA	2	$8,300.00	$ 16,600.00
63	60	430-524-100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	EA	1	$9,300.00	$ 9,300.00
64	61	430-830	FILLING AND PLUGGING PIPE - PLACE OUT OF SERVICE	CY	4.5	$1,750.00	$ 7,875.00
65	62	430-982-125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	3	$2,400.00	$ 7,200.00
66	63	430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	1	$2,700.00	$ 2,700.00
67	64	430-982-133	MITERED END SECTION, OPTIONAL ROUND, 30" CD	EA	10	$5,000.00	$ 50,000.00
68	65	430-982-138	MITERED END SECTION, OPTIONAL ROUND, 36" CD	EA	1	$7,200.00	$ 7,200.00
69	66	430-982-142	MITERED END SECTION, OPTIONAL ROUND, 54" CD	EA	1	$13,600.00	$ 13,600.00
70	67	430-982-625	MITERED END SECT, OPTIONAL - ELLIPTICAL / ARCH, 18" CD	EA	1	$2,500.00	$ 2,500.00
71	68	430-984-125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	10	$2,400.00	$ 24,000.00
72	69	430-984-129	MITERED END SECTION, OPTIONAL ROUND, 24" SD	EA	2	$2,700.00	$ 5,400.00
73	70	430-984-625	MITERED END SECT, OPTIONAL - ELLIPTICAL / ARCH, 18" SD	EA	2	$2,600.00	$ 5,200.00
74	71	515-1-2	PIPE HANDRAIL-GUIDERAIL, ALUMINUM	LF	101	$80.00	$ 8,080.00
75	72	520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	25970	$24.00	$ 623,280.00
76	73	520-1-7	CONCRETE CURB & GUTTER, TYPE E	LF	13998	$23.00	$ 321,954.00
77	74	520-3	VALLEY GUTTER CONCRETE	LF	100	$75.00	$ 7,500.00
78	75	520-5-11	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	LF	876	$64.00	$ 56,064.00
79	76	520-5-12	TRAFFIC SEPARATOR CONCRETE-TYPE I, 6' WIDE	LF	213	$115.00	$ 24,495.00
80	77	520-5-16	TRAFFIC SEPARATOR CONCRETE-TYPE I, 8.5' WIDE	LF	1624	$105.00	$ 170,520.00
81	78	520-70	CONCRETE TRAFFIC SEPARATOR, SPECIAL-VARIABLE WIDTH	SY	15	$140.00	$ 2,100.00

	A	B	C	D	E	F	G
82	79	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	11142	$45.00	$ 501,390.00
83	80	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	1322	$98.00	$ 129,556.00
84	81	524-1-1	CONCRETE DITCH PAVT. NON REINFORCED, 3" THICK	SY	12	$250.00	$ 3,000.00
85	82	527-2	DETECTABLE WARNINGS	SF	442	$60.00	$ 26,520.00
86	83	530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	364.7	$325.00	$ 118,527.50
87	84	536-1-1	GUARDRAIL-ROADWAY, GENERAL TL-3	LF	5827	$26.00	$ 151,502.00
88	85	536-6	PIPE RAIL FOR GUARDRAIL	LF	5827	$23.00	$ 134,021.00
89	86	536-85-20	GUARDRAIL END TREATMENT - TRAILING ANCHORAGE	EA	14	$1,710.00	$ 23,940.00
90	87	536-85-24	GUARDRAIL END TREATMENT - PARALLEL APPROACH TERMINAL	EA	14	$3,750.00	$ 52,500.00
91	88	550-10-210	FENCING, TYPE B, 0.0-5.0', STANDARD	LF	608	$42.80	$ 26,022.40
92	89	550-10-220	FENCING, TYPE B, 5.1-6.0', STANDARD	LF	4871	$21.40	$ 104,239.40
93	90	550-60-222	FENCE GATE, TYPE B, DOUBLE, 6.1-12.0' OPENING	EA	3	$2,360.00	$ 7,080.00
94	91	550-60-223	FENCE GATE, TYPE B, DOUBLE, 12.1-18.0' OPENING	EA	1	$2,460.00	$ 2,460.00
95	92	550-60-225	FENCE GATE, TYPE B, DOUBLE, 20.1-24' OPENING	EA	4	$3,210.00	$ 12,840.00
96	93	550-60-226	FENCE GATE, TYPE B, DOUBLE, 24.1-30.0' OPENING	EA	1	$4,070.00	$ 4,070.00
97	94	550-60-227	FENCE GATE, TYPE B, DOUBLE, GREATER THAN 30' OPENNING	EA	1	$5,400.00	$ 5,400.00
98	95	570-1-2	PERFORMANCE TURF, SOD	SY	93170	$3.50	$ 326,095.00
99	96	571-1-11	PLASTIC EROSION MAT, TRM, TYPE 1	SY	200	$8.00	$ 1,600.00
100						ROADWAY/DRAINAGE ITEMS SUBTOTAL	$ 18,114,234.35
101	B. SIGNALIZATION ITEMS						
102	97	611-1-1	ITSFM SUBSURFACE DOCUMENTATION- PROJECT LENGTH	MI	1.551	$4,160.00	$ 6,452.16
103	98	611-2-1	ITSFM LOCATION DOCUMENTATION- INTERSECTION	EA	3	$3,120.00	$ 9,360.00
104	99	630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	11220	$24.20	$ 271,524.00
105	100	630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	2230	$53.00	$ 118,190.00
106	101	632-7-1	SIGNAL CABLE - NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	3	$23,000.00	$ 69,000.00
107	102	632-7-6	SIGNAL CABLE, REMOVE- INTERSECTION	EA	2	$2,830.00	$ 5,660.00
108	103	634-4-153	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX	EA	1	$16,000.00	$ 16,000.00
109	104	635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	78	$1,590.00	$ 124,020.00
110	105	635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	14	$2,560.00	$ 35,840.00
111	106	635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA	3	$4,750.00	$ 14,250.00
112	107	639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	3	$6,500.00	$ 19,500.00
113	108	639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	660	$15.50	$ 10,230.00
114	109	639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	5	$2,300.00	$ 11,500.00
115	110	641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	4	$2,010.00	$ 8,040.00
116	111	641-2-80	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- POLE 30' AND GREATER	EA	2	$15,000.00	$ 30,000.00
117	112	646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	18	$2,630.00	$ 47,340.00
118	113	646-1-60	ALUMINUM SIGNALS POLE, REMOVE	EA	4	$670.00	$ 2,680.00
119	114	649-1-15	STEEL STRAIN POLE, F&I, TYPE PS- VIII	EA	4	$73,000.00	$ 292,000.00
120	115	649-1-65	STEEL STRAIN POLE, REMOVE, DEEP FOUNDATION REMOVAL, BOLT ON ATTACHMENT	EA	4	$12,000.00	$ 48,000.00
121	116	649-21-6	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 50'	EA	1	$82,000.00	$ 82,000.00
122	117	649-21-9	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 50'-50'	EA	1	$111,000.00	$ 111,000.00
123	118	649-21-10	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 60'	EA	1	$86,000.00	$ 86,000.00
124	119	649-21-19	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 70'-60'	EA	1	$134,000.00	$ 134,000.00
125	120	650-1-14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	44	$2,100.00	$ 92,400.00
126	121	650-1-19	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION CLUSTER, 1 WAY	AS	2	$3,950.00	$ 7,900.00
127	122	653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL, LED COUNTDOWN, 1 WAY	AS	18	$1,190.00	$ 21,420.00
128	123	660-1-109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	28	$499.00	$ 13,972.00
129	124	660-1-110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	3	$820.00	$ 2,460.00
130	125	660-2-102	LOOP ASSEMBLY, F&I, TYPE B	EA	36	$1,510.00	$ 54,360.00
131	126	660-2-106	LOOP ASSEMBLY, F&I, TYPE F	EA	23	$1,950.00	$ 44,850.00
132	127	663-1-111	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, CABINET ELECTRONICS	EA	3	$11,000.00	$ 33,000.00
133	128	663-1-112	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, DETECTOR	EA	10	$4,580.00	$ 45,800.00
134	129	665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	18	$570.00	$ 10,260.00
135	130	670-5-112	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 2 PREEMPTION	AS	3	$47,000.00	$ 141,000.00
136	131	670-5-600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	2	$2,040.00	$ 4,080.00
137	132	682-1-400	ITS CCTV CAMERA, RELOCATE	EA	1	$3,400.00	$ 3,400.00
138	133	684-1-1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA	3	$5,700.00	$ 17,100.00
139	134	684-6-40	WIRELESS COMMUNICATION DEVICE, RELOCATE	EA	1	$4,400.00	$ 4,400.00
140	135	685-1-13	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	EA	3	$15,000.00	$ 45,000.00
141	136	700-3-101	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	EA	2	$1,360.00	$ 2,720.00
142	137	700-5-22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	EA	11	$7,000.00	$ 77,000.00
143						SIGNALIZATION ITEMS SUBTOTAL	$ 2,173,708.16
144	C. SIGNING AND PAVEMENT MARKING ITEMS						
145	138	700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	53	$640.00	$ 33,920.00
146	139	700-1-112	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 12.0-20.0 SF	EA	8	$2,140.00	$ 17,120.00
147	140	700-1-600	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	EA	10	$268.00	$ 2,680.00
148	141	700-2-113	MULTI-COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 20.1-30.0 SF	EA	1	$7,500.00	$ 7,500.00
149	142	700-2-114	MULTI-COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 30.1-50.0 SF	EA	2	$8,000.00	$ 16,000.00
150	143	700-13-12	RETROREFLECTIVE SIGN STRIP-FURNISH AND INSTALL 2'	EA	10	$145.00	$ 1,450.00
151	144	704-1-3	TUBULAR MARKER, 36" WHITE POST	EA	2	$214.00	$ 428.00
152	145	704-1-4	TUBULAR MARKER, DURABLE, 36" YELLOW POST	EA	15	$214.00	$ 3,210.00
153	146	705-10-1	OBJECT MARKER, TYPE 1	EA	13	$295.00	$ 3,835.00
154	147	706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	1531	$4.40	$ 6,736.40
155	148	710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	$53,000.00	$ 53,000.00
156	149	710-11-290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	SF	246	$3.85	$ 947.10
157	150	711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	2662	$4.10	$ 10,914.20
158	151	711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	1347	$5.60	$ 7,543.20
159	152	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	488	$8.20	$ 4,001.60
160	153	711-11-141	THERMO., STD., WHITE, DOTTED EXT., 6" (2/4)	GM	0.396	$2,220.00	$ 879.12
161	154	711-11-141	THERMO., STD., WHITE, DOTTED EXT., 6" (6/10)	GM	0.188	$2,150.00	$ 404.20
162	155	711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	12	$257.00	$ 3,084.00

	A	B	C	D	E	F	G
163	156	711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	87	$80.00	$ 6,960.00
164	157	711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRONS	LF	757	$5.60	$ 4,239.20
165	158	711-11-241	THERMO., STD., YELLOW, GUIDE LINE, 6" (2/4)	GM	0.083	$2,170.00	$ 180.11
166	159	711-11-241	THERMO., STD., YELLOW, GUIDE LINE, 6" (5/10)	GM	0.076	$2,070.00	$ 157.32
167	160	711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	1654	$18.20	$ 30,102.80
168	161	711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	23	$193.00	$ 4,439.00
169	162	711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	23	$118.00	$ 2,714.00
170	163	711-15-101	THERMOPLASTIC, STANDARD - OPEN GRADED ASPHALT SURFACES, WHITE, SOLID, 6"	GM	6.725	$5,700.00	$ 38,332.50
171	164	711-15-102	THERMOPLASTIC, STANDARD - OPEN GRADED ASPHALT SURFACES, WHITE, SOLID, 8"	GM	0.526	$7,800.00	$ 4,102.80
172	165	711-15-131	THERMO., STD. - OG, WHITE, SKIP, 6" (10/30)	GM	3.843	$1,710.00	$ 6,571.53
173	166	711-15-201	THERMOPLASTIC, STANDARD - OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	5.694	$5,700.00	$ 32,455.80
174	167	711-17-1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS-SURFACE TO REMAIN	SF	411	$6.40	$ 2,630.40
175						SIGNING AND PAVEMENT MARKING ITEMS SUBTOTAL	$ 308,538.28
176	D. LIGHTING ITEMS						
177	168	630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	1485	$23.40	$ 34,749.00
178	169	630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	255	$53.00	$ 13,515.00
179	170	635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	31	$1,590.00	$ 49,290.00
180	171	639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	2	$2,300.00	$ 4,600.00
181	172	715-1-12	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	LF	13360	$5.60	$ 74,816.00
182	173	715-7-11	LOAD CENTER, F&I, SECONDARY VOLTAGE	EA	2	$18,000.00	$ 36,000.00
183	174	715-7-21	LOAD CENTER, REWORK, SECONDARY VOLTAGE	EA	1	$4,260.00	$ 4,260.00
184	175	715-11-211	LUMINAIRE, F&I- REPLACE EXISTING LUMINAIRE ON EXISTING POLE/ARM, ROADWAY, COBRA HEAD	EA	3	$1,740.00	$ 5,220.00
185	176	715-61-342	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 40' MOUNTING HEIGHT, 12' ARM	EA	11	$14,000.00	$ 154,000.00
186	177	715-61-352	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 40' MOUNTING HEIGHT, 15' ARM LENGTH	EA	7	$12,000.00	$ 84,000.00
187	178	715-65-366	LIGHT POLE COMPLETE, F&I, UTILITY CONFLICT POLE STANDARD FOUNDATION, 40' MOUNTING HEIGHT, 16' ARM LI	EA	2	$16,000.00	$ 32,000.00
188	179	715-69-000	LIGHT POLE COMPLETE, REMOVE POLE AND FOUNDATION	EA	4	$1,450.00	$ 5,800.00
189	180	715-500-1	POLE CABLE DISTRIBUTION SYSTEM, FURNISH AND INSTALL, CONVENTIONAL	EA	20	$950.00	$ 19,000.00
190	181		POWER SERVICE FOR LIGHTING AND SIGNALS	PI	2	$7,600.00	$ 15,200.00
191						LIGHTING ITEMS SUBTOTAL	$ 532,450.00
192	E. STRUCTURAL ITEMS						
193	182	400-4-11	CONCRETE CLASS IV, RETAINING WALL	CY	130.4	$1,800.00	$ 234,720.00
194	183	415-1-3	REINFORCING STEEL - RETAINING WALL	LB	17695	$1.25	$ 22,118.75
195	184	400-2-1	CONCRETE CLASS II, CULVERTS	CY	174.0	$1,500.00	$ 261,000.00
196	185	400-4-1	CONCRETE CLASS IV, CULVERTS	CY	894.4	$1,300.00	$ 1,162,720.00
197	186	415-1-6	REINFORCED STEEL-MISCELLANEOUS	LB	157469	$1.25	$ 196,836.25
198	187	521-8-7	CONCRETE BARRIER WITH JUNCTION SLAB, 36" SINGLE SLOPE	LF	252	$375.00	$ 94,500.00
199	188	550-10-325	FENCING, TYPE R, 5.1-6.0', VERTICAL	LF	249	$85.00	$ 21,165.00
200						STRUCTURAL ITEMS SUBTOTAL	$ 1,993,060.00
201	F. WATER MAIN ITEMS						
202	189	570-1-2	SOD REPLACEMENT/ LANDSCAPING	SY	40	$15.00	$ 600.00
203	190	1080 32106	BACTERIOLOGICAL SAMPLING	LS	1	$29,000.00	$ 29,000.00
204	191	0430964 6	F&I 6-IN PVC VIA OPEN CUT (INCLUDING FITTINGS, APPURTENANCES, ETC.)	LF	700	$55.00	$ 38,500.00
205	192	0430964 7	F&I 8-IN PVC VIA OPEN CUT (INCLUDING FITTINGS, APPURTENANCES, ETC.)	LF	1900	$66.00	$ 125,400.00
206	193	1080 21106	FURNISH AND INSTALL 6-IN GATE VALVE	EA	4	$2,300.00	$ 9,200.00
207	194	1080 21108	FURNISH AND INSTALL 8-IN GATE VALVE	EA	8	$3,500.00	$ 28,000.00
208	195	1080 26102	FURNISH AND INSTALL 2-IN AIR RELEASE VALVE	EA	5	$11,200.00	$ 56,000.00
209	196	1080 21400	RELOCATE EXISTING METER AND BACKFLOW ASSEMBLY	EA	1	$5,200.00	$ 5,200.00
210	197	1050 15004	CONNECT TO EXISTING 8-IN HDPE WATER MAIN	LS	1	$7,500.00	$ 7,500.00
211	198	1644112 06	FURNISH AND INSTALL FIRE GYDRANT ASSEMBLY	EA	1	$7,500.00	$ 7,500.00
212	199	1080 27108	CONNECTION AND LINESTOP VIA INTERVALVE	EA	3	$33,000.00	$ 99,000.00
213	200	1060 11212	CONCRETE THRUS COLLARS	EA	3	$3,500.00	$ 10,500.00
214	201	1050 16004	REMOVAL OF EXISTING 8-IN HDPE WATER MAIN	LF	850	$33.00	$ 28,050.00
215						WATER MAIN ITEMS SUBTOTAL	$ 444,450.00
216						COMBINED ROADWAY/DRAINAGE, SIGNALIZATION, S&PM, LIGHTING, STRUCTURAL, WATER MAIN SUBTOTAL	$ 23,564,440.79
217	202	101-1	MOBILIZATION	LS	1	$3,299,000.00	$ 3,299,000.00
218	203	102-1	MAINTENANCE OF TRAFFIC	LS	1	$1,910,000.00	$ 1,910,000.00
219						ROADWAY CONTINGENCY	$ 4,500,000.00
220						(BASE BID) TOTAL	$ 33,273,440.79

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

CUC051665
CGC1522682
State Certification Number

James Brower Davis Jr.
Craig Conley Harris
Individual's Name (Print or Type)

21130
Polk County Registration Number

James Brower Davis Jr.
Individual's Name (Print or Type)

175296
Polk County Local Business Tax Receipt

ADDENDUM CONFIRMATION

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

Addendum No. 1 Date 12/03/2025

Addendum No. 2 Date 01/09/2026

Addendum No. 3 Date 01/16/2026

Addendum No. 4 Date 01/27/2026

Addendum No. 5 Date 02/11/2026

Addendum No. 6 Date 02/20/2026

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 03/04/2026
(Bid Receiving Date)

BIDDER: Jr. Davis Construction Co., Inc.

BY: Kristy Kelley
(Authorized Signature – in ink)

Kristy Kelley
(Printed Name of Signer)

Secretary
(Printed Title of Signer)

210 Hangar Road Kissimmee FL 34741
Address City State Zip Code

(407) 870-0066
Telephone Number

kristy.kelley@jr-davis.com
Email Address

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 Osceola

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐online notarization this 03/04/2026 (Date) by Kristy Kelley (Name of officer or agent) as Secretary (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 N/A 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 03/04/2026 (Date)

KATHERINE JOSEPH
Notary Public-State of Florida
Commission # HH 479086
My Commission Expires
May 02, 2028

_____ (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 _____

December 3, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1

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

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, January 21, 2026, prior to 2:00 p.m.

The **MANDATORY** pre-bid meeting has been rescheduled and will be held Monday, January 12, 2026, at 9:00 a.m. in the Roads and Drainage conference room, located at 3000 Sheffield Road, Winter Haven, FL 33880. An authorized representative or agent of the Bidder must be present at this meeting in person as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's bid will be considered non-responsive

Respectfully,

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature Kristy Kelley
Printed Name: Kristy Kelley
Title: Secretary
Company: Jr. Davis Construction Co., Inc

January 9, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1
FPID# Project No. 452355-1-54-01

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

The Bid Receiving Date has been extended two (2) weeks. The revised Bid Receiving Date is Wednesday, February 4, 2026, prior to 2:00 p.m. The Question Deadline is extended to January 21, 2026, at 4:00 p.m.

Additional documents have been added to the FTP site. To obtain a copy of the CAD Files, Geotechnical Reports, copy of the grant agreement, and Water Main Specifications 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 25-420, Thompson Nursery Road.zip**", select "Open" or "Save As" to download the Bid documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Respectfully,

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature: Kristy Kelley
Printed Name: Kristy Kelley
Title: Secretary
Company: Jr. Davis Construction Co., Inc.

January 16, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3
BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1

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

Contained within this addendum: This addendum serves as formal notification that administrative responsibility for this solicitation has been reassigned.

From: Ken Brush
To: Tabatha Shirah
New Point of Contact Email: tabathashirah@polkfl.gov

Effective immediately, all communication related to this solicitation must be directed to Tabatha Shirah at the email address listed above.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

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

Signature: Kristy Kelley

Printed Name: Kristy Kelley

Title: Secretary

Company: Jr. Davis Construction Co., Inc.

January 27, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 4
BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1
FPID# Project No. 452355-1-54-01

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: Bid Receiving Date Extension.

The Bid Receiving Date has been extended two (2) weeks. The revised Bid Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m. The deadline for submitting questions has passed, and no additional questions will be accepted.

Respectfully,

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature Kristy Kelley
Printed Name: Kristy Kelley
Title: Secretary
Company: Jr, Davis Construction Co., Inc.

February 11, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 5
BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1
FPID# Project No. 452355-1-54-01

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

Contained within this addendum: questions & answers, revision, revised bid sheet & plans on the FTP Site and Bid Receiving Date Extension.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, February 25, 2026, prior to 2:00 p.m. The deadline for submitting questions has passed, and no additional questions will be accepted.

To obtain a copy of the revised bid sheet and plans please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "**Bid 25-420, Thompson Nursey Road**", select "Open" or "Save As" to download the documents from folder **"Bid 25-420, Addendum 5 Documents."** 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
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature Kristy Kelley
Printed Name: Kristy Kelley
Title: Secretary
Company: Jr. Davis Construction Co., Inc.

February 20, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 6
BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1
FPID# Project No. 452355-1-54-01

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

Contained within this addendum: Questions & Answers and bid opening extension.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, March 4, 2026, prior to 2:00 p.m. The deadline for submitting questions has passed, and no additional questions will be accepted.

Respectfully,

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature Kristy Kelley
Printed Name: Kristy Kelley
Title: Secretary
Company: Jr. Davis Construction Co., Inc.

BID BOND
(AIA DOCUMENT A310)

PART D – EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Jr. Davis Construction Company, Inc. (hereinafter called the Principal) and Western Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of South Dakota, and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of Five Percent of the Bid Amount dollars ($ 5% of Bid) 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 #25-420: Thompson Nursery Road Extension Phase 1 – Segment 1

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 Performance and Payment 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 4th day of March 20 26.

ATTEST:

Witness

Witness

PRINCIPAL: Jr. Davis Construction Company, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

Kristy Kelley
Printed Name

Secretary
Title of Person Signing Above

ATTEST:

Witness Erin Condlin, Witness

Witness Kanani Cordero, Witness

SURETY: Western Surety Company
Printed Name

BY: _____ (SEAL)
Attorney in Fact

Brett A. Ragland, Attorney-In-Fact & FL Licensed Resident Agent
Printed Name

151 N. Franklin Street, Chicago, IL 60606
Business Address

Agent: 801 N. Orange Avenue, Suite 510
Orlando, FL 32801 Inquiries: 407-843-1120

NOTES:

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

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

BRETT A. RAGLAND
License Number E030595
IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE:
General Lines (Prop & Casu)
Life, Health & Var Annuity



RESIDENT LICENSE

This Licensee must have an active appointment with the insurer or employer for which products or services are being marketed. See reverse for additional requirements.
The Florida Community College System is Experior's subcontractor for providing test centers for the fulfillment of its contract with the Florida Department of Financial Services.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Joseph D Johnson Jr, Francis T O'Reardon, Brett A Ragland, Joseph D Johnson III, Kanani Cordero, Tyler Ragland, Individually

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of June, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 14th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of March , 2026

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
SS
County of Osceola)

Kristy Kelley, being first duly sworn, deposes and says that:

1. They are Secretary of Jr. Davis Construction Co., 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 the County or any person interested in the proposed Contract; and

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

Signed Kristy Kelley

Title Secretary

Subscribed and sworn to before me this 4th day of March, 20 26

Project Administrator
(Title)

My Commission expires

KATHERINE J. COOK
Notary Public-State of Florida
Commission # HH 479086
My Commission Expires
May 02, 2028

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK
BID # 25-420

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid # 25-420.
- Understands that at the pre-award meeting they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal at the pre-award meeting unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be **non-responsive.**

Bidder must sign and have notarized:

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

Dated this 4th day of March, 20 26

Name of Firm Jr. Davis Construction Co., Inc.

By _____ Kristy Kelley

Secretary
Title of Person Signing

Subscribed and sworn to before me this 4th day of March, 20 26

_____

Project Administrator _____
(Title)

KATHERINE J. COOK
Notary Public-State of Florida
Commission # HH 479086
My Commission Expires
May 02, 2028

My Commission expires _____

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. 175296 **CLASS:** B+ EXEMPT **EXPIRES:** **09/30/2026**

OWNER NAME	LOCATION
JAMES B JR DAVIS	POLK COUNTY POLK COUNTY

BUSINESS NAME AND MAILING ADDRESS

DAVIS, JR CONSTRUCTION COMPANY INC
JR DAVIS CONSTRUCTION COMPANY INC
210 HANGAR RD
KISSIMMEE, FL 34741

CODE **ACTIVITY TYPE**
230290 **CONTRACTOR UNDERGROUND UTILEXC**

PROFESSIONAL LICENSE (IF APPLICABLE)
DBPR CUC051665

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3415614 07/14/2025 MSF **TAX 0.00** **DAVIS, JR CONSTRUCTION COMPANY INC**

NOTE: Failure to timely renew or those who are no longer in business and fail to provide an out of business notification on or before September 30th are subject to a misdemeanor violation of the law, substantial penalties, collection costs, including possible attorney's fees, etc., and a Special Magistrate hearing.

ATTENTION: A Polk County local business tax receipt is issued for the simple privilege of doing business in Polk County. A local business tax receipt does not convey that a business tax receipt holder is in any other way qualified, registered, certified, or licensed to engage in a specific trade, activity, practice or profession. Before doing business, individuals or firms should know the law pertaining to their business activities. For more information on what is allowed under the law for a given business activity, contact the appropriate governing agencies. For example, those involved in construction related activities should contact their local building officials prior to conducting their work.

REPORT UNLAWFUL ACTIVITY: If you know of a business operating in Polk County that has failed to obtain a county local business tax receipt, please report this unlawful activity. Provide as much information as possible, such as the name of the business, business owner's name, location at which the business is operating, telephone number(s), etc. ***YOU MAY CHOOSE TO REMAIN ANONYMOUS*** Dial: Toll Free Tel. 866-687-8876; Email to: Enforcement@PolkTaxes.com; Mail to: Enforcement, PO Box 2016, Bartow, Florida 33831-2016.

MUNICIPAL LOCAL BUSINESS TAXES ARE ALSO DUE: If your business is located in a municipality that also requires a local business tax receipt, you are required to obtain both the county local business tax receipt and the municipal local business tax receipt. County and municipal local business tax receipt requirements may be significantly different. For more information on municipal local business tax receipt requirements, please contact your municipality.

DISPLAY THIS TAX RECEIPT PROMINANTLY: The law requires this county local business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to public view and subject to inspection by all duly authorized officers/agents of the Tax Collector. Upon failure to do so, the taxpayer shall be subject to the payment of another county local business tax receipt.

RENEW THIS TAX RECEIPT BEFORE IT EXPIRES: This is your first or "initial" notice that your county local business tax receipt must be renewed prior to the expiration date indicated on the face of this document.

DISCLOSURE REQUIREMENT; INFORMATION: Pursuant to F.S. 205.0535 (5), the receipt holder's Federal Employee Identification Number or Social Security Number is not subject to a public records request. Pursuant to F.S. 193.074, business telephone numbers and email addresses are confidential unless made public by the receipt holder.

SWORN STATEMENT REMINDER: The county local business tax receipt holder identified on the face of this document has completed a sworn statement affirming they did read, understand and acknowledge the following: ① They completed an annual county local business tax receipt application in which they, under penalties of perjury, did swear or affirm the information provided to obtain this tax receipt is current, true and correct; ② The privilege to conduct business in Polk County, Florida is limited to the activities, professions and/or occupations identified on the application (and this tax receipt); ③ A county local tax receipt does not waive local, state or federal laws and/or requirements, including licensing, registration, and/or certification requirements; ④ They must adhere to all local, state and federal laws and requirements, including, but not limited to, local codes and zoning restrictions; ⑤ An FEIN or Social Security Number is required pursuant to F.S. 205.0535 (5); ⑥ They will only do business under their legal name or have provided a fictitious name registration number to the Tax Collector or provided they will not engage in business until a fictitious name registration number is obtained from the Florida Department of State, Division of Corporations; ⑦ Tangible Personal Property information including the telephone number and email address which are provided in this application are a part of the Property Appraiser's tangible personal property tax return; ⑧ They are required to report changes in business name, ownership and/or location, as well as any changes affecting their status as a county local business tax receipt holder, to the Tax Collector; and, ⑨ They know providing false information to obtain this tax receipt is a criminal offense subject to prosecution.

REPORT CHANGES: The holder of this county local business tax receipt is required to report a change in the following: Business name, ownership, business location, mailing address, business activity and any information that would alter the status of the current tax receipt, such as the loss of a state license or a change in the state license used to qualify for the business activity and/or occupation identified on the current county local business tax receipt.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

HARRIS, CRAIG CONLEY

JR. DAVIS CONSTRUCTION COMPANY, INC.
210 HANGAR ROAD
KISSIMMEE FL 34741

LICENSE NUMBER: CGC1522682

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/19/2024

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.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DAVIS, JAMES BROWER JR

JR DAVIS CONSTRUCTION COMPANY INC
210 HANGAR ROAD
KISSIMMEE FL 34741

LICENSE NUMBER: CUC051665

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/26/2024

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/20/2025

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

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

PRODUCER Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801	CONTACT NAME: Erin Condlin PHONE (A/C, No, Ext): (407)843-1120 FAX (A/C, No): (407)843-5772 E-MAIL ADDRESS: econdlin@johnsonandcompany.net
INSURED Jr. Davis Construction Company, Inc. 210 Hangar Road Kissimmee FL 34741-4534	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers Prop Casualty Co of America — 25674 INSURER B: Bridgefield Casualty Ins Co — 10335 INSURER C: Travelers Excess and Surplus Lines Co — 29696 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL2561918067 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X XCU & Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:	X	Y	VTC2J-CO-4R630909-TIL-25	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	Y	VTC2J-CAP-4R630910-TIL-25	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Personal Injury Protection	$ 2,000,000 $ $ $ $ 10,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		CUP-4R630934-TIL-24 -25	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	196-42625	04/01/2025	04/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased/Rented Equipment			QT-630-7W503974-TXS-25	07/01/2025	07/01/2026	Limit per item	$3,000,000

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

See "Jr. Davis Construction Company, Inc. Certificate Attachment".

Jr. Davis Construction Company, Inc. Certificate Attachment

Coverage Form
General Liability coverage form CG0001 applies.

CERTIFICATE HOLDER

"Bid Purposes Only"
Jr Davis Construction Company, Inc.
210 Hangar RD
Kissimmee, FL 34741

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

J Johnson, III/ERIN

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 28,2025

JR. DAVIS CONSTRUCTION CO., INC.
210 HANGAR ROAD
KISSIMMEE, FLORIDA 34741

RE: CERTIFICATE OF QUALIFICATION

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

FDOT APPROVED WORK CLASSES:
BASCULE BRIDGE REHABILITATION, BRIDGE DECK OVERLAYS, DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, MAJOR BRIDGE - CAST IN PLACE / POST-TENSIONED / SUPER-STRUCTURE, MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, MAJOR BRIDGE - CURVED STEEL GIRDERS, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, DRIVEWAYS, MILLING, RETAINING WALL, RIP RAP, RUBBLE RIP RAP, SOUNDWALL, UNDERGROUND UTILITIES

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

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

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

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

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

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

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

January 24,2025

CHINCHOR ELECTRIC INC.
1460 S.LEAVITT AVE.
ORANGE CITY, FLORIDA 32763

RE: CERTIFICATE OF QUALIFICATION

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

FDOT APPROVED WORK CLASSES:
COMPUTERIZED TRAFFIC CONTROL, ELECTRICAL WORK, INTELLIGENT TRANSPORTATION SYSTEMS, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, Drilled Shafts, Underground Utilities (electric).

Unless notified otherwise, this Certificate of Qualification will expire **3/30/2026.**

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

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

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

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

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

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

September 11,2025

FAUSNIGHT STRIPE AND LINE, INC.
910 CHARLES STREET
LONGWOOD, FLORIDA 32750

RE: CERTIFICATE OF QUALIFICATION

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

FDOT APPROVED WORK CLASSES:
PAVEMENT MARKING, ROADWAY SIGNING

Unless notified otherwise, this Certificate of Qualification will expire **11/30/2026.**

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

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

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

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

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

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 06,2025

SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC
1818 S AUSTRALIAN AVE
WEST PALM BEACH, FLORIDA 33409

RE: CERTIFICATE OF QUALIFICATION

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

FDOT APPROVED WORK CLASSES:
FENCING, GUARDRAIL

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

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

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

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

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

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

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

FDOT

Contractor Pre-Qualification (CPQ)



Logout KKELLEY@JR-DAVIS.COM

Home Update Work Underway Help

Annual Application

4/18/2024 1:55:28 PM EST

(Vendor)(Stakeholders)(Affiliates)(Work Classes)(Financial)(Contracts)(Manage)
(Attach Financial Statements)(Additional Documentation)(Submit)(Application Summary)

Vendor Number: F592571763005
Application Status: COMPLETED
Expiration Date: 6/30/2025

Name: JR. DAVIS CONSTRUCTION CO., INC.
Fiscal Year End Date: 12/31/2023

Application Due Date: 4/30/2024

NOTE: The Capacity shown below will not be effective until 06/30/2024

NOTE: The Capacity shown below will be reduced by your Work Underway to determine your Available Bidding Capacity.

Adjusted Current Ratio:	1.69		
Ability Score:	98	**Surety Multiplier:**	0
Ability Factor:	15		

PROJECTS APPLICANT COMPANY COI 'ED IN THE LAST 3-5 YEARS

Year	Contract Amount	Job #	Job Name	Location	Owner Name	Contact Name	Phone #	Email
2025	$ 5,194,621.59	2218	Hills of Minneola PH 5A	Lake County	Jen Florida 30 LLC	Dan Edwards	813-484-7665	dedwards@sunterracommunities.com
2025	$ 5,237,258.73	2215	Atlin Cove V2 N3 Mass Grade & Storm	Brevard County	The Viera Company	Mary Ellen McKibben	321-242-1200	maryellen.mckibben@duda.com
2025	$ 1,279,669.86	2210	Greeneway MUP Utilities	Orange County	Greeneway Park DRI, LLC	Brent Schademan	407-462-6117	brent.schademan@tavistock.com
2025	$ 1,848,527.47	2209	Farallon Fields V2 N9 Infrastructure	Brevard County	The Viera Company	Mary Ellen McKibben	321-242-1200	maryellen.mckibben@duda.com
2025	$ 9,995,206.25	2206	Laureate Park N2PH2 & Centerline Dr. Seg. H-1	Orange County	TDCP, LLC	Hudson Larson	689-348-0677	hudson.larson@tavistock.com
2025	$ 41,578,686.00	2205	Universal P962 Final (Epic Universe) "Final Package"	Orange County	Universal Studios	John Decknick	407-316-5929	john.decknick@universalorlando.com
2025	$ 369,321.71	2203	Harmony Central Amenity	Osceola County	Waynesboro Harmony, LLC	Chris Gardner	321-228-7825	chrisg@condevfl.com
2025	$ 2,334,394.32	2202	Parcel 10 Infra LNC 046-019 & Gatehouse LNC 047-007	Orange County	Lake Nona Land Company, LLC	David Beyer	407-313-8233	david.beyer@tavistock.com
2025	$ 5,276,962.14	2201	Wynwood PH 3 & 4	Orange County	JTD Land at Wynwood, LLC	Phil Harmann	407-861-4354	phil.hartmann@jtdlandco.com
2025	$ 459,205.00	2195	Sugarloaf Pod8 GMT - Utilities	Lake County	Lennar Homes, LLC Palm Atlantic	Matt Cuarta	813-802-8840	mcuarta@rchlandcommunities.com
2025	$ 577,081.80	2194	Kindred PH5 Demucking	Osceola County	DR Horton	Sandra Perez	407-286-8236	siperez21@drhorton.com
2025	$ 3,696,832.93	2193	Westview Pod A PH3, PH1A, PH3 Amenity	Polk County	LT Westview, LLC c/o Taylor Morrison	Patrick Wood	321-214-1037	pwood@taylormorrison.com
2025	$ 4,963,157.25	2192	Palm Vista Medley PH 4	Brevard County	Lennar Homes, LLC Palm Atlantic	Bojana Brown	303-829-0800	bojana.brown@lennar.com
2025	$ 3,877,199.20	2190	Voyager Ave Bridge	Osceola County	Tavistock East Services, Inc.	Brad Kesselman	407-313-8233	brad.kesselman@tavistock.com
2025	$ 4,874,967.35	2189	Lake Nona West Retail MGLNS 185-001	Orange County	Lake Nona Land Company, LLC	Dan Young	407-313-8233	dan.young@tavistock.com
2025	$ 3,548,044.01	2187	Nona West Townhomes	Orange County	JTD Land at Nona West LLC	Craig Harris	407-590-0146	charris@jtdlandco.com
2025	$ 11,227,553.52	2186	Weslyn Park & Marina Landings	Osceola County	Tavistock East Services, Inc.	Brad Kesselman	407-313-8233	brad.kesselman@tavistock.com
2025	$ 6,255,272.01	2184	Reunion Club (Reunion Crossing)	Osceola County	DHI Communities	Jonathan Geiger	407-795-8770	jgeiger@drhorton.com
2025	$ 7,154,678.42	2180	Landings at Viera	Brevard County	Pineda Landings, LP	Chris Gardner	321-228-7825	chrisg@condevfl.com
2025	$ 70,703,703.96	2177	Westview Pod B MG, Spine Rd & N-5 PH1	Osceola County	LT Westview, LLC c/o Taylor Morrison	Patrick Wood	321-214-1037	pwood@taylormorrison.com
2025	$ 7,263,630.16	2174	Nona West Multi-family	Orange County	DHI Communities	Jonathan Geiger	407-795-8770	jgeiger@drhorton.com
2025	$ 19,193,962.72	2173	Farallon Fields V2 N9 MG & Storm	Brevard County	The Viera Company	Mary Ellen McKibben	321-242-1200	maryellen.mckibben@duda.com
2025	$ 8,695,881.60	2169	Lakeshore at Center Pointe	Seminole County	CPointe Development	Scott Stearns	407-767-4027	sstearns@joneshomesusa.com
2025	$ 16,011,039.52	2167	Falcon Trace II Apartments	Osceola County	Parramore DVLP & Construction	Chase Bumgarner	407-777-2323	cbumgarner@birdsongbousing.com
2025	$ 23,066,200.11	2161	FDOT T5777 Galaxy Way	Brevard County	FDOT, District 5	Ty Garner		
2025	$ 18,892,071.52	2159	Palm Vista NE Quad Mass Grade & Offsite Water	Brevard County	Lennar Homes, LLC Palm Atlantic	Bojana Brown	561-691-5327	bojana.brown@lennar.com
2025	$ 1,152,123.00	2158	Hickory Tree Road Improvements	Osceola County	Narcoossee Land Ventures, LLC	Scott Stearns	407-562-8661	sstearns@joneshomesusa.com
2025	$ 8,686,568.28	2153	CR 545 & Porter Road & Water Force Main	Orange County	Hamlin Partners at Silverleaf, LLC	Dennis Seliga	407-353-5141	dseliga@boyddev.com
2025	$ 3,191,965.14	2148	Twin Lakes Ph 7 A & B	Osceola County	Narcoossee Land Ventures, LLC	Scott Stearns	407-562-8661	sstearns@joneshomesusa.com
2025	$ 7,343,247.87	2143	Hickory Tree Reserve	Osceola County	Stella Communities	Alex DeChabert	321-806-9467	adechabert@livestellar.com
2025	$ 1,245,083.38	2141	Pangea Amenity Center	Brevard County	The Viera Company	Mary Ellen McKibben	321-242-1200	maryellen.mckibben@duda.com
2025	$ 9,824,053.04	2140	Nona West Infrastructure	Orange County	DHI Communities	Jonathan Geiger	407-795-8770	jgeiger@drhorton.com
2025	$ 7,297,398.28	2131	Weslyn Park PH 3	Osceola County	Tavistock East Services, LLC	Chris Wilson	407-466-4570	cwilson@tavistock.com
2025	$ 19,469,933.51	2121	Kindred PH 3B, 3C & 3D	Osceola County	D.R. Horton, Inc.	Matt Stolz	407-912-5000	mwstolz@drhorton.com
2025	$ 9,265,265.88	2119	SLF Block 1 Development Northfield	Brevard County	Randal Park CDD	Timothy Kehoe	321-267-8100	tkehoe@rushinc.com
2025	$ 9,486,059.90	2112	Boggy Creek Rd (Orange/Osceola Line)	Orange County	Orange County, Florida	Kenneth Leeming	407-836-7713	kenneth.leeming@ocfl.net
2025	$ 15,008,226.18	2108	Silverleaf South Escrow & Non Escrow	Orange County	Hamlin Partners at Silverleaf, LLC	Carson Kupp	407-579-6842	ckupp@boyddev.com
2025	$ 6,768,128.15	2091	Watermark Subdivision	Brevard County	Stanley Martin Homes, LLC	Craig Harris	407-590-0146	charris@jtdlandco.com
2025	$ 130,463,805.62	2012	Universal P960,961,962 PH3 Utility & Civil	Orange County	Universal City Development Partners, Ltd.	James Henry	407-634-9633	james.henry@universalorlando.com
2024	$ 6,549,439.78	2133	Sunbridge NED Neighborhood D PH 1	Osceola County	Tavistock East Services, LLC	Brad Kesselman	407-840-5674	brad.kesselman@tavistock.com
2024	$ 1,521,180.10	2197	Hills of Minneola Amenity Center	Lake County	Jen Florida 30 LLC	Dan Edwards	813-484-7665	dedwards@sunterracommunities.com
2024	$ 7,576,339.99	2165	Edgewater ED6	Osceola County	Edgewater East CDD	Shawn Hindle	407-847-9433	Shindle@hamsonwalter.com
2024	$ 12,652,782.63	2178	Hills Minneola PH4	Lake County	Dream Finders Homes	Jason Good	321-228-2215	jason.good@dreamfindershomes.com
2024	$ 4,597,820.79	2115	LNC Parcel 10 Infrastructure	Orange County	Lake Nona Land Company, LLC	David Beyer	407-313-8233	david.beyer@tavistock.com
2024	$ 15,310,921.28	2160	Neovation Way-Design Build PS-23-13318-RJ	Osceola County	Osceola County BOCC	Rene LaPorte	407-742-0621	rene.laporte@osceola.org
2024	$ 7,318,865.22	2142	Edgewater ED5 Roadway	Osceola County	Edgewater East CDD	Bobby Wanas		bwanas@btipartners.com

PROJECTS APPLICANT COMPANY COMPLETED IN THE LAST 3-5 YEARS

2024	$ 20,876,511.71	2149	Sunbridge Pkwy Seq 1 - Utilities SLR -035-005	Orange County	Tavistock East Services, LLC	Brad Kesselman	407-313-8233	brad.kesselman@tavistock.com
2024	$ 4,766,404.40	2156	Village 2 N-2 Infrastructure Ph 1	Brevard County	The Viera Company	Mary Ellen McKibben	321-242-1200	marvellen.mckibben@duda.com
2024	$ 8,494,069.45	2166	Silverleaf Ph2 C	Orange County	Meritage Homes of Orlando, Inc.	Caleb Brenyo	407-284-4163	jessica.mccambridge@meritagehomes.com
2024	$ 3,919,391.93	2170	Laurasia Ph 2	Brevard County	The Viera Company	Mary Ellen McKibben	321-242-1200	marvellen.mckibben@duda.com
2024	$ 3,574,421.18	2179	Cross Prairie Ph 2B	Osceola County	JCH CP, LLC (Emerson)	Scott Sterns	407-562-8661	ssteams@joneshomesusa.com
2024	$ 922,544.81	2191	Eagle Creek PD Village J&K	Orange County	Eagle Creek Development Corp. (Jones Homes)	Phillip Salazar	407-562-8661	psalazar@joneshomesusa.com
2024	$ 22,230,285.28	2135	Palm Vista Medley	Brevard County	Lennar Homes, LLC	Bojana Brown	303-829-0800	bojana.brown@lennar.com
2024	$ 5,218,802.68	2155	Village 2 Center	Brevard County	The Viera Company	Mary Ellen McKibben	321-242-1200	marvellen.mckibben@duda.com
2024	$ 5,583,149.51	2139	Reunion Club (FKA Sinclair Road Property)	Osceola County	JTD Land at Sinclair, LLC	Phillip Hartmann	407-861-4354	phil.hartmann@jtdlandco.com
2024	$ 8,603,354.16	2126	Bronson Ridge (aka Ridge at Apopka)	Orange County	Ridge at Apopka CDD	George Flint	561-571-0010	gflint@gmscfl.com
2024	$ 3,466,669.20	2127	Scenice Terrace South CDD Ph 3	Polk County	Scenic Terrace South CDD	Jillian Burns	407-841-5524	jburns@gmscfl.com
2024	$ 19,192,364.47	2086	Lakeland Central Park	Polk County	LCP Phase 1, LLC	Lud Hodges	813-597-4376	lud.hodges@pky.com
2024	$ 16,995,312.07	2095	Cyrils Drive PH 3 Utilities & Reclaim	Orange County	Tavistock East Services, LLC	Chris Wilson	407-466-4570	cwilson@tavistock.com
2024	$ 8,492,581.44	2102	Overlook 3&4 Offsite Watermain	Lake County	JTD Land at Grassy Lake, LLC	Phil Hartmann	407-861-4354	phil.hartmann@jtdlandco.com
2024	$ 9,730,258.82	2124	Pangea Park PH 3 & 4	Brevard County	The Viera Company	Mary Ellen McKibben	321-242-1200	marvellen.mckibben@duda.com
2024	$ 14,701,116.59	2085	Harmony Central	Osceola County	Waynesboro Harmony, LLC	Mike Evans	404-205-3025	mike.fmdc@gmail.com
2024	$ 12,034,900.67	2093	Universal Road A	Orange County	Universal City Development Partners, Ltd.	Jerry Washington	407-446-5510	jerry.washington@universalorlando.com
2023	$ 28,194,674.26	2041	World Drive N PHII (WDN)	Orange County	Reedy Creek Improvement District	Craig Sandt		csandt@rcid.org
2023	$ 17,865,620.31	2055	Poitras East PH2, 3 & 4 MG	Orange County	TDCP, LLC	Hudson Larson	689-348-0677	hudson.larson@tavistock.com
2023	$ 22,823,053.27	2074	Edgewater East CDD PH 1	Osceola County	Edgewater East CDD	Bobby Wanas		bwanas@bbipartners.com
2023	$ 3,874,849.75	2082	Poitras East Master Infr. Phase 1D	Orange County	Poitras East Community Development Dist.	Jeffrey Newton		jjnewton@dwma.com
2023	$ 15,486,049.17	2088	Kindred PH 3 Mass Grade	Osceola County	D.R. Horton, Inc.			
2023	$ 11,465,075.36	2089	Poitras East Master Infr. PH 1C & Centerline	Orange County	Donald W. McIntosh Associates, Inc.	Jeffrey Newton	407-707-4068	jjnewton@dwma.com
2023	$ 9,214,011.41	2099	Wynwood Ph 1 & 2 MG Ph 3 & 4	Orange County	JTD Land at Wynwood, LLC	Craig Harris	407-590-0146	charris@jtdlandco.com
2023	$ 7,731,629.58	2111	Kindred 3 A	Osceola County	D.R. Horton, Inc.	Christian Jules	407-506-6985	cmjules@drhorton.com
2023	$ 9,700,101.64	2114	Bill Beck Blvd Extension	Osceola County	Osceola County, Florida	Rene LaPorte		rene.laporte@osceola.org
2023	$ 3,777,058.81	2116	Harmony Townhomes	Osceola County	JTD Land at Harmony, LLC	Craig Harris		charris@jtdlandco.com
2023	$ 2,369,047.26	2117	Bargrove PH 2 Infrastructure	Orange County	HFB Bargrove, LLC	Doug Beasley	407-432-1967	dbeasley@hcpland.com
2023	$ 5,646,714.42	2118	Silverleaf Ph. 2A, 2B	Orange County	Meritage Homes of Orlando, Inc.	Aaron Lambert	989-488-9961	aaron.lambert@meritagehomes.com
2023	$ 14,117,402.26	2122	Westview Pod A PH 1A Spine Rd/MG, PH 1B, 2 & 3	Polk County	LT Westview, LLC	Patrick Wood	321-214-1037	pwood@taylormorrison.com
2023	$ 9,980,913.35	2123	Scenic Terrace South CDD PH 1	Polk County	Scenic Terrace South CDD	Jillian Burns	407-841-5524	jburns@gmscfl.com
2023	$ 7,261,416.75	2125	Pineda Segments G & H, PH 1 & 3	Brevard County	The Viera Company	Mary Ellen McKibben	321-242-1200	marvellen.mckibben@duda.com
2023	$ 5,470,992.87	2129	Cyrene Townhomes Harmony Curve	Osceola County	Harmony Florida Land, LLC.	Richard Jerman	407-542-4909	rjerman@sunterracommunities.com
2023	$ 590,220.28	2130	Performance Drive PH 3	Orange County	Lake Nona Land Company, LLC	David Beyer	407-313-8233	david.beyer@tavistock.com
2023	$ 14,573,062.53	2135	Palm Vista Medley	Brevard County	Lennar Homes, LLC	Bojana Brown	303-829-0800	bojana.brown@lennar.com
2023	$ 2,753,649.55	2136	Pineda Widening Segment C & D	Brevard County	The Viera Company	Mary Ellen McKibben	321-242-1200	marvellen.mckibben@duda.com
2023	$ 368,255.16	2137	Harmony Townhomes Parcels B & C	Osceola County	Sunterra Communities	Richard Jerman	407-542-4909	rjerman@sunterracommunities.com
2023	$ 4,421,320.83	2138	Villages at Minneola Area 2 Pod 8 PH 3	Lake County	Dream Finders Homes	Jason Good	321-228-2215	jason.good@dreamfindershomes.com
2023	$ 281,784.50	2145	Crossmolina V2-N7 Clearing	Brevard County	The Viera Company	Mary Ellen McKibben	321-242-1200	marvellen.mckibben@duda.com
2023	$ 1,442,201.55	2146	Village 2, N2 PH 1 MG & Stormwater Improvements	Brevard County	The Viera Company	Mary Ellen McKibben	321-242-1200	marvellen.mckibben@duda.com
2023	$ 2,529,379.45	2150	Imperial Ridge Way Villages at Minneola A2, Pod 8	Lake County	Hills of Minneola, CDD	Dan Edwards	813-484-7665	dedwards@sunterracommunities.com
2023	$ 10,056,025.91	2151	Laureate Park N2	Orange County	TDCP, LLC	Hudson Larson	407-313-8233	hudson.larson@tavistock.com
2023	$ 123,640.15	2152	Laureate Park PH 4 A	Orange County	Lake Nona Land Company, LLC	Dan Young	407-313-8233	dan.young@tavistock.com
2023	$ 635,140.80	2157	Watson Street Improvements PH 2 Roadway	Orange County	Lake Nona Land Company, LLC	David Beyer	689-710-4945	david.beyer@tavistock.com
2023	$ 1,180,012.65	2162	White Clay Pit Road Infrastructure	Polk County	Public School Development Solutions, LLC	Mark Rodberg	561-573-1017	mark.rodberg@gmail.com
2023	$ 4,665,809.07	2164	Westview POD A PH 1B & 2 - N2	Polk County	LT Westview, LLC	Patrick Wood	407-205-6906	pwood@taylormorrison.com
2023	$ 812,731.00	2171	The Villages Harmony Reclaim & Fm Extension	Osceola County	Sunterra Communities	Dan Edwards	813-484-7665	dedwards@sunterracommunities.com
2022	$ 45,339,695.64	1817	FAMRC- Judge Farms	Osceola County	Osceola County BOCC	Linette Matheny	407-742-0543	
2022	$ 2,101,857.75	1882	Cypress Ridge	Osceola County	JTD Land at Cypress Ridge, LLC	Craig Harris	407-870-0066	charris@jtdlandco.com

PROJECTS APPLICANT COMPANY COI TED IN THE LAST 3-5 YEARS

2022	$ 10,540,491.79	1921	Twin Lakes Mass Grade Ph 2ABCD	Osceola County	Narcoossee Land Ventures, LLC	Justin Campbell		jcampbell@joneshomesusa.com
2022	$ 1,763,581.36	1922	Lakeside Groves Phase 2	Osceola County	Narcoossee Land Ventures, LLC	Scott Stearns	407-988-3206	sstearns@joneshomesusa.com
2022	$ 14,526,736.06	1951	Cross Prairie Pkwy - Roadway	Osceola County	D.R. Horton, Inc.	John Valantasis	813-574-5700	jgvalantasis@drhorton.com
2022	$ 12,833,354.36	1955	Wilford Preserve Phase 1 & 2	Clay County	Taylor & White, Inc.	Glynn Taylor	904-346-0671	glynn.taylor@taylorandwhite.com
2022	$ 7,747,462.17	1982	Bridgewater Central @ Viera PH 2 Sitework	Brevard County	Lennar Homes, LLC	Alex DeChabert	772-201-9119	
2022	$ 7,134,155.60	2010	Cyrils Drive Ph 2-SLR-041-001 - Utilities	Osceola County	Tavistock East Services, LLC	Chris Wilson	407-313-8233	cwilson@tavistock.com
2022	$ 21,972,881.87	2011	Holden Ave Y19-720-CH	Orange County	Board of County Commissioners	Kenneth Leeming	407-836-7998	kenneth.leeming@ocfl.net
2022	$ 12,328,331.38	2020	Lakes at Laurel Highland PH 2A, 2C, 3A, 3B, 3C & Winston Park Blvd	Polk County	D.R. Horton, Inc.	Chris Lee	407-572-3081	cslee@drhorton.com
2022	$ 2,013,780.45	2021	Destination Pkwy - Universal	Orange County	Universal Studios	Daniela Valerio	407-224-1742	daniela.valerio@UniversalOrlando.com
2022	$ 9,916,249.54	2022	Lake Nona Town Center PH2	Orange County	LN Towncenter II, LLC	Brent Schademan	407-313-8233	brent.schademan@tavistock.com
2022	$ 2,798,031.45	2024	Poitras N5 Lift Station	Orange County	TDCP, LLC	James Sprague	407-313-8233	jsprague@tavistock.com
2022	$ 6,170,413.17	2025	Poitras 1A Infrastructure - Luminary	Orange County	TDCP, LLC	James Sprague	407-313-8233	jsprague@tavistock.com
2022	$ 11,270,124.81	2028	Bridgewater PH3 (MG excavation, Sec.1, Vidina-TVC & Sec 2 Utilities	Brevard County	Lennar - Palm Beach Div	Fred Raffa	772-342-1834	fred.raffa@lennar.com
2022	$ 14,047,816.62	2030	42" Forcemain Relocation	Orange County	Universal Studios	Daniela Valerio	407-224-1742	daniela.valerio@UniversalOrlando.com
2022	$ 18,203,781.27	2032	Lake Andrew Dr. & Pineda Blvd	Brevard County	The Viera Company	Mary Ellen McKibben	321-242-1200	maryellen.mckibben@duda.com
2022	$ 12,529,600.90	2035	St. Johns Preserve	Brevard County	St. John's Preserve, LLC	Brian Bussen		pelandbuss@aol.com
2022	$ 8,509,148.84	2036	Storey Creek PH2B-PVC Material	Osceola County	Lennar - Palm Beach Div	Lane Register	352-396-5813	lane.register@lennar.com
2022	$ 6,880,926.95	2037	Brookshire Subdivision	Brevard County	Stanley Martin Homes, LLC	John Ogden	407-967-1565	ogdenjf@stanleymartin.com
2022	$ 46,184,513.76	2040	FDOT T1751 SR 542 Dundee Rd	Polk County	FDOT, District 1, Central	Lavenia Toole		
2022	$ 11,924,774.60	2043	Kindred 2C2 & 2D	Osceola County	D.R. Horton, Inc.	Matt Stolz	407-912-5000	mwstolz@drhorton.com
2022	$ 7,118,709.69	2047	Hamlin SW Mass Grade	Orange County	SLF IV / Boyd Horizon West JV, LLC	Dennis Seliga	407-353-5141	dseliga@boyddev.com
2022	$ 6,416,440.38	2048	Bargrove Ph1 Infs, Ph2 MG & Offsite	Orange County	HFB Bargrove, LLC	Doug Beasley	407-488-5028	dbeasley@hcpland.com
2022	$ 2,904,318.63	2052	Hamlin SW Subdivision	Orange County	Dream Finders Homes	Michael Rainer	540-905-5197	michael.rainer@dreamfindershomes.com
2022	$ 3,217,033.29	2053	Preservation Pointe PH3 & PH4	Polk County	Hanover Preserve Pointe, LLC	Andres Arvelo	407-988-1410	aarvelo@hcpland.com
2022	$ 5,282,155.21	2056	Eagle Crest Preserve @ LPGA	Volusia County	JTD Land at Eagle Crest, LLC	Craig Harris	407-870-0066	charris@itdlandco.com
2022	$ 6,939,822.46	2058	Poitras East Luminary PH1B Rdwy Infrastructure (Luminary Blvd)	Orange County	TDCP, LLC	James Sprague	407-466-8662	jsprague@tavistock.com
2022	$ 7,735,188.03	2059	Osceola Village Center	Osceola County	Stanley Martin Homes, LLC	John Ogden	407-967-1565	ogdenjf@stanleymartin.com
2022	$ 7,508,470.44	2060	Poitras East N-7 Residential	Orange County	TDCP, LLC	Hudson Larson	689-348-0677	hudson.larson@tavistock.com
2022	$ 5,596,902.63	2064	Lake Charles Resort PH 2	Polk County	JTD Land at Charles Cove, LLC	Phil Hartmann	407-861-4354	phil.hartmann@itdlandco.com
2022	$ 9,073,396.57	2065	Poitras East A & LS-C & N-3 St.	Orange County	TDCP, LLC	Hudson Larson	689-348-0677	hudson.larson@tavistock.com
2022	$ 7,871,154.88	2066	Twin Lakes 2C & 2D - C&D & PH 8	Osceola County	Narcoossee Land Ventures, LLC	Scott Stearns	407-766-2400	sstearns@jonesshomesusa.com
2022	$ 5,527,359.14	2067	Rummell Road Reclaim	Osceola County	Tavistock East Services, LLC	Chris Wilson	407-466-4570	cwilson@tavistock.com
2022	$ 2,423,035.96	2068	Tyson Ranch Infrastructure & Potable Water System	Orange County	Boggy Creek Commercial, LLC	Ralph Singleton	407-247-2355	
2022	$ 2,035,043.52	2069	Kindred 2A Amenity Center & Southbury Ext.	Osceola County	D.R. Horton, Inc.	Matt Stolz	407-912-5000	mwstolz@drhorton.com
2022	$ 3,778,148.80	2070	Kindred 2B Infrastructure	Osceola County	D.R. Horton, Inc.	Matt Stolz	407-912-5000	mwstolz@drhorton.com
2022	$ 2,502,461.53	2071	Lake Howell Lane Bridge Replacement	Seminole County	Seminole County, BOCC	Stephen Miller	407-665-7116	smiller02@seminolecountyfl.gov
2022	$ 3,772,149.05	2072	Palm Vista Off-site	Brevard County	Lennar Homes, LLC	Bojana Brown	303-829-0800	bojana.brown@lennar.com
2022	$ 11,548,985.13	2073	Pangea Park Sec 1 & PH 1	Brevard County	The Viera Company	Mary Ellen McKibben	321-242-1200	maryellen.mckibben@duda.com
2022	$ 1,219,889.06	2076	Base Camp Amenity & Info. Center	Osceola County	Sunbridge Marketing, LLC	David Beyer	689-710-4945	david.beyer@tavistock.com
2022	$ 6,963,202.04	2077	Parkview Preserve PH 1 & PH 2	Orange County	JTD Land at Parkview, LLC	Craig Harris	407-870-0066	charris@itdlandco.com
2022	$ 15,880,446.03	2079	Buena Lago PH 1 & PH 2	Osceola County	Forestar Development	Robyn Bronson	407-576-4830	robinbronson@forestar.com
2022	$ 8,273,372.76	2083	Sunbridge Marina Basin & NE 031-026	Osceola County	Tavistock East Services, LLC	Chris Wilson	407-313-8233	cwilson@tavistock.com
2022	$ 7,812,856.47	2084	Silverleaf PH 1 Infrastructure	Orange County	Sunterra Communities	Denver Marlow	407-542-4909	dmarlow@sunterracommunities.com
2022	$ 4,999,931.51	2087	Phillips Landing	Lake County	Starlight Homes Florida, LLC	Robert Ginn	352-989-1343	robert.ginn@ashtonwoods.com
2022	$ 5,736,416.46	2090	Wilford Preserve PH 3	Clay County	DFC Wilford, LLC	Chad Sigmon	904-588-8555	chad.sigmon@dreamfinders.com
2022	$ 9,350,242.42	2092	Hills of Minneola	Lake County	The Hills of Minneola CDD c/o Wrathell Hunt & Assoc., LLC	Craig Wrathell	561-571-0010	wrathellc@whhassociates.com
2022	$ 2,575,067.92	2094	Hamlin West Infrastructure	Orange County	Boyd Development Corporation	Carson Kupp	407-353-5141	ckupp@boyddev.com
2022	$ 623,506.70	2096	Harmony West PH 1 Amenity Center	Osceola County	Forestar Development	Robyn Bronson	407-576-4830	robinbronson@forestar.com
2022	$ 2,001,227.95	2097	SLF Block 1 Development Wetland	Brevard County	Rush Construction, Inc.	Mark Lucas	321-302-2107	mlucas@rushinc.com
2022	$ 3,788,951.94	2098	Twin Lakes PH 7	Osceola County	Narcoossee Land Ventures, LLC	Scott Stearns	407-766-2400	sstearns@jonesshomesusa.com
2022	$ 5,222,239.03	2100	Twin Oaks Mitigation Bank	Osceola County	D.R. Horton, Inc.	Matt Stolz	407-912-5000	mwstolz@drhorton.com
2022	$ 3,975,020.85	2101	CR 545 (Avalon Rd) Seg. 1	Orange County	D.R. Horton, Inc.	Matt Stolz	407-912-5000	mwstolz@drhorton.com

PROJECTS APPLICANT COMPANY COI TED IN THE LAST 3-5 YEARS

2022	$ 926,973.40	2103	Boggy creek Rd. (Simpson to 417 Storm)	Orange County	Orange County Public Works Dept. / Hwy Const. Div.			
2022	$ 451,381.02	2104	Aloft Hotel & Conference Center MG	Orange County	LNT Hotel III, LLC	James Post	407-821-6055	james.post@tavistock.com
2022	$ 8,637,661.88	2105	Lake Nona SMA-18 Relocation	Orange County	Lake Nona Land Company, LLC	David Beyer	689-710-4945	david.beyer@tavistock.com
2022	$ 2,382,100.88	2106	Adelaide Subdivision PH 6	Brevard County	The Viera Company	Mary Ellen McKibben	321-242-1200	marvellen.mckibben@duda.com
2022	$ 2,309,466.00	2107	Pearson Ave PH 2	Orange County	Poitras East Community Development Dist.	Jeffrey J. Newton	407-644-4068	jjnewton@dwma.com
2022	$ 13,499,407.61	2109	Laurasia V-2 N-6 MG & Storm	Brevard County	The Viera Company	Mary Ellen McKibben	321-242-1200	mar.ellen.mckibben@duda.com
2022	$ 4,560,742.23	2110	Eagle Creek Village K 2B-2 Earthwork Haul / Alligator Rd - TL	Osceola County	Narcoossee Land Ventures, LLC	Scott Stearns	407-766-2400	sstearns@[illegible]homesusa.com
2022	$ 1,920,275.75	2120	Hills of Minneola 1B Infrastructure & Raven Ridge 1A hold down	Lake County	Meritage Homes of Orlando, Inc.	Aaron Lambert	989-488-9961	aaron.lambert@meritagehomes.com
2022	$ 368,225.16	2137	Harmony Townhomes Parcels B & C	Osceola County	Harmony Florida Land, LLC.	Denver Marlow	407-542-4909	dmarlow@sunterracommunities.com
2021	$ 15,773,384.43	1930	Celebration Island Extension	Osceola County	Mattamy Homes	Keith Trace		
2021	$ 12,638,508.86	1947	Shady Lane	Osceola County	D.R. Horton, Inc.	Jim Cooper	407-808-9386	jim@jmcooperdevelopment.com
2021	$ 6,639,603.73	2007	Citrus Grove Road	Lake County	Lake County	Jimmy Scott/Stephen Corley	352-253-6000	
2021	$ 4,047,341.65	2026	Poinciana Blvd Extension	Orange/Osceola	Martini Mac Partners, LLC	Randy Hodge	407-212-1783	rhodge@intram.com
2021	$ 3,207,498.69	2038	Tract C at Adelaide Pond A Expansion	Brevard County	The Viera Company	Mary Ellen McKibben	321-242-1200	marvellen.mckibben@duda.com
2021	$ 1,575,621.39	2039	Franklin Road FM	Osceola County	Tavistock East Services, Inc.	Dan Young	305-978-5547	dan.young@tavistock.com
2021	$ 2,133,934.45	2042	Market Place Dr. Extension - Underground Utility Work	Orange County	Lake Nona Holdings	Emily Brown	407-581-6202	ebrown@maurycarter.com
2021	$ 5,631,670.23	2044	Discovery Solar	Brevard County	Moss & Associates	Sam Russell	513-544-4777	srussell@mosscm.com
2021	$ 4,296,104.05	2045	Cyrils Assemblage	Osceola County	JTD Land @ Suncrest, LLC	Craig Harris	407-870-0066	
2021	$ 308,607.46	2046	Lake Nona Volleyball & Spa Rd	Orange County	Lake Nona Land Company, LLC	James Sprague	407-816-6599	jsprague@tavistock.com
2021	$ 1,011,113.53	2049	Rambling Estates PH2	Osceola County	Forestar Development	Robyn Bronson	407-576-4830	robinbronson@forestar.com
2021	$ 1,715,664.74	2050	Harmony West 1C1	Osceola County	Forestar Development	Robyn Bronson	407-576-4830	robinbronson@forestar.com
2021	$ 896,425.70	2051	Harmony West 1D	Osceola County	Forestar Development	Robyn Bronson	407-576-4830	robinbronson@forestar.com
2021	$ 2,041,222.10	1836	Hennig Property	Orange County	JTD Land @ Bay Street	Craig Harris	407-870-0066	charris@jtdlandco.com
2021	$ 9,493,090.19	1910	Kindred - Phase 1E & 1F	Osceola County	D.R. Horton, Inc.	John Valantasis	813-574-5700	jgvalantasis@drhorton.com
2021	$ 11,635,339.73	1959	Hoagland Blvd. Seg. 3	Osceola County	Osceola County BOCC	Don Gaskins	407-742-0900	donald.gaskins@osceola.org
2021	$ 9,744,883.83	1989	Parkland Preserve	St. Johns County	NGMB Properties, LLC / Parkland Preserve CDD	Patricia Comings	321-263-0132	
2021	$ 12,420,442.53	1996	St. Johns Heritage Parkway	Brevard County	Brevard County BOCC	Anna Hoang-Lok	321-637-5437 x52294	Anna.Hoang-Lok@brevardfl.gov
2021	$ 23,320,298.03	1991	Hoagland Blvd. Seg. 2	Osceola County	Osceola County BOCC	Rene LaPorte	407-742-0621	rene.laporte@osceola.org
2021	$ 15,555,153.06	2002	NeoCity Way to Denn John Lane Rd	Osceola County	Osceola Cty Transportation & Transit	Rene LaPorte	407-742-0621	rene.laporte@osceola.org
2021	$ 9,852,948.10	2008	Connector Road Y19-751-CH	Orange County	Orange County Board of County Commissioners			
2021	$ 6,726,986.12	2009	Grand Landings Ph 4	Flager County	Dream Finders Homes	Danny Pieratti	904-866-8191	daniel.pieratti@dreamfindershomes.com
2021	$ 6,316,693.07	2013	Celebration Island Village PHF1	Osceola County	Mattamy Homes			
2021	$ 1,336,450.13	2014	Gannet Pointe Apartments	Osceola County	Gannet Pointe, LTD	David Maksimovich	407-729-9767	dmaksimovich@birdsonghousing.com
2021	$ 10,916,329.70	2019	Villages at Harmony	Osceola County	Forestar Development	Chris Tyree	407-750-7723	ChrisTyree@forestar.com

REFERENCES & SUBCONTRACTOR LIST

Jarvis Construction Company, Inc.

February 25, 2026

Hoagland Boulevard Segment 3 No: 18-10089-DG

- Osceola County Board of County Commissioners
- 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741
- Donald Gaskins
- (407) 742-0900 / donald.gaskins@osceola.org
- The proposed roadway typical section consists of a four-lane divided roadway with curb and gutter, two 11' travel lanes in each direction separated by a raised 22' wide median. 6' – 7' wide bike lanes on each side and 5' wide sidewalk on one side and 6' – 8' wide sidewalk on the other side of roadway. The Shingle Creek bridge proposed typical section consists of two 11' lanes in each direction, 7.5' wide bike lanes, 5' wide sidewalk on one side and 10' wide sidewalk on the other side. Concrete barriers and parapets are used for fall protection on outer edges and between sidewalk and bike lanes.
- Hoagland Boulevard Segment 3 from John Young Parkway to north of Shingle Creek bridge.
- March of 2021

.vis Construction Company, Inc.

List of all Subcontractors

- A-1 FL Sod
- Acme
- Aerial Innovations
- All Rite Fence
- APE
- Atlas Dewatering
- B&B Underground Utility
- C&C Silt Fence
- C. Slagter Construction
- Carter Electric
- Coast to Coast Dewatering
- Cross Conc Pumping
- Davey Tree
- DH Striping
- Division 2 INC
- Fausnight
- Finishing Systems of FL
- Geotechnical Foundation Systems
- HUBBARD Lane Construction
- JVD Construction
- Mac Tapping
- Midstate Dewatering
- Milestone
- National Fence
- Palmetto Prime of Tampa
- Paw Demolition
- Penhall
- RCS Roberts Consulting
- RH Moore & Associates
- Roadway Concepts
- S&L Materials
- Shelby Erectors
- Sock It Dewatering
- SRS Superior Roadway Services
- Sumerlin Fence
- TCD Traffic Control DEVICES
- TCP Traffic Control PRODUCTS

Jvis Construction Company, Inc.

February 25, 2026

Hoagland Boulevard Segment 2 No: 18-10287-DG

- Osceola County Board of County Commissioners
- 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741
- Donald Gaskins
- (407) 742-0900 / donald.gaskins@osceola.org
- Seven proposed roadway typical cross sections within project limits along Hoagland Blvd. all consisting of a four-lane divided roadway with curb and gutter, two 11' travel lanes in each direction separated by a 16'-22' wide raised median, 6' wide bike lane on each side, and a 6'-8' wide sidewalk on each side. The proposed Hoagland Blvd. bridge typical cross section includes a four-lane divided roadway with curb and gutter, two 11' travel lanes in each direction separated by a 13' wide traffic separator, 7'6" wide bike lanes on Roadway and bridge widening and reconstruction, milling and resurfacing, signing and pavement marking, signalization, ITS, lighting, landscaping and modifications to Toll Facilities for 6.236 miles on SR91 (Florida's Turnpike) from west of SR 50 in Orange County to north of Hancock Road in Lake County.
- Hoagland Boulevard Segment 2 from north of Shingle Creek bridge to 5th Street
- September of 2021

avis Construction Company, Inc.

List of all Subcontractors

- A-1 Sod
- A2B
- AERIAL INNOVATION
- All FL. Septic
- APE
- Arrive Alive Traffic Control
- Austin Environmental Consultants
- Bombardier
- C&C CONC PUMP
- CC Silt Fence
- Coast to Coast Dewatering
- Cross Conc Pumping
- Cruz Trucking
- DANE CONSTRUCTION
- David Outar
- Fausnight Stripe and Line
- Finishing Systems
- HUBBARD DBA LAKELAND PAVING
- JBB Enterprises
- JVD
- Kingsmen
- Mac Tapping
- Maximum Crane
- Midstate Dewatering
- MILL IT
- Palmettto Prime of Tampa
- Penhall
- PROJECS
- RCS Roberts Consulting Services
- Roadway Concepts
- S&L
- SHELBY ERECTORS
- C Slagter
- SLIPTECH
- Sock It
- Staff Zone
- SUMMERLIN FENCE
- Sunbelt Rentals
- TCP Traffic Control Products
- TIERRA
- United Signs & Signals

Jarvis Construction Company, Inc.

February 25, 2026

FDOT E8S66 SR 50 Orange to Minneola Widening

- Florida Department of Transportation
- Turnpike Contracts Administration Office, located at Turkey Lake Service Plaza, Milepost 263, Bldg. 5315 Ocoee, FL 34761
- Chris Lee
- (407) 572-3081
- Roadway and bridge widening and reconstruction, milling and resurfacing, signing and pavement marking, signalization, ITS, lighting, landscaping and modifications to Toll Facilities for 6.236 miles on SR91 (Florida's Turnpike) from west of SR 50 in Orange County to north of Hancock Road in Lake County.
- SR91 (Florida's Turnpike) from west of SR 50
- Spring of 2026

List of all Subcontractors

- A-1 FLORIDA SOD
- A2B
- AATC
- ACME BARRICADES
- AERIAL INNOVATIONS
- ALL-RITE FENCE
- AMERICUT
- ANALYTIKA, LLC
- APS
- ASAP
- ATLANTIC DIRECTIONAL
- BIO TECH
- BLACKROCK MILLING
- C&C PUMPING SERVICES
- C&C SILT FENCE
- CB SERVICES OF CENTRAL FLORIDA
- CENTRAL FL SILT FENCE
- CONCRETE CUTTING AND BREAKING
- DANE CONSTRUCTION COMPANY
- DEWBERRY ENGINEERING
- DIXON CRUZ

List of all Subcontractors - Continued

- DT Underground
- E&L SUPPORT SERVICES
- EARTH IMPROVEMENT TECHNOLOGIES
- FAUSNIGHT
- GAI
- GREENMAN-PEDERSEN, INC (HORIZON)
- HSD
- HTFL (HATHAWAY)
- HYDROGRASS TECHNOLOGIES
- JVD
- LAKE JEM
- MAYLOR
- MIDDLESEX PAVING
- MILL-IT
- OUTAR
- PALMETTO PRIME
- PAW
- PROFESSIONAL SERVICES INC
- REBAR PRO SERVICES
- RFE FENCING
- RLF ENGINEERED SOLUTIONS
- S & L
- SOUTHEAST HWY
- SOUTHERN STRUCTURAL
- STORY WATER SYSTEMS
- SUPERIOR ROADWAY SERVICES
- SUPERIOR ROW SERVICES
- SURFACE PREP TECHNOLOGIES
- SWEEP IT
- TRP CONSTRUCTION
- UES
- USA SERVICES
- V & M
- WIND RIVER (ALL FL SEPTIC)



Jr. Davis Construction

210 Hangar Road, Kissimmee, FL 34741 P: (407) 870-0066 F: (407) 870-1912

CNA SURETY
500 Colonial Center Parkway, Lake Mary, FL 32746

Greg Venturoni
Underwriting Consultant
407-804-5929
Gregory.Venturoni@cnasurety.com

April 10, 2026

Polk County Board of County Commissioners
Attn: Tabatha Shirah, Senior Procurement Analyst
330 W Church Street
Bartow, FL 33831-9005

Re: Project: Bid #25-420; Thompson Nursery Road Extension Phase 1 – Segment 1

Dear Ms. Shirah:

This letter is to confirm, on behalf of Western Surety Company, that the Bid Bond submitted by Jr. Davis Construction Company, Inc. in connection with the above-referenced project was issued in the amount of five percent (5%) of the total bid.

The corresponding five percent (5%) bid bond amount is $1,663,672.04.

Please consider this letter as formal confirmation of the bid bond amount as requested by Procurement. Should you require any additional information or documentation, please do not hesitate to contact me.

Sincerely,

Greg Venturoni, AFSB
Underwriting Consultant
CNA Surety – Orlando Branch
500 Colonial Center Parkway, Suite 400
Lake Mary, FL 32746
Gregory.venturoni@cnasurety.com

Exhibit "A"

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

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

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

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

SIGNATURE: Kristy Kelley

COMPANY NAME: Jr. Davis Construction Co., Inc.

DATE: 4/10/2026

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned Jr. Davis Construction Co., Inc. certifies, to the best of his or her knowledge, that:
(Contractor)

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

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

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

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

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

Kristy Kelley
Signature of Contractor's Authorized Official

Kristy Kelley, secretary
Name and Title of Contractor's Authorized Official

4/10/2026
Date

EXHIBIT VII
TRENCH SAFETY ACT COMPLIANCE
TRENCH EXCAVATION SAFETY SYSTEM AND
SHORING, SPECIAL (TRENCH EXCAVATION)

Trench Excavation Safety System and Shoring, Special (Trench Excavation)

General:

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

2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (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. Benching & Shoring	LF	15,000	$ 1.00	$ 15,000.00
B.			$	$
C.			$	$
D.			$	$
			Total	$ 15,000.00

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

EXHIBIT VIII

EQUAL EMPLOYMENT OPPORTUNITY

Polk County is an Equal Opportunity/Affirmative Action Employer.

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

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

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

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

Contractor's Name: Jr. Davis Construction Company, Inc.
Address: 210 Hangar Road
Kissimmee, FL 34741

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.

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.)

James B. Davis, Jr.

Printed Name

CEO

Title

Signature

5/28/26

Date

EX VIII - 2

EXHIBIT IX

DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that Jr. Davis Construction Co., 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

5/28/26

Date

10/01/10

EXHIBIT X

SAFETY REQUIREMENTS/REGULATIONS

Bidder must sign and have notarized:

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

Dated this 28TH day of MAY, 20 26

Name of Firm Jr. Davis Construction Company, Inc.

By _____

CEO

Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

This day of, 20 MAY 28, 2026

Notary Public: _____

My Commission Expires: _____

Notary Public State of Florida
Kristy Kelley
My Commission HH 297611
Expires 9/27/2026

EXHIBIT XIX
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-420, Thompson Nursery Road Extension – Segment 1

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

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

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

Company Name: Jr. Davis Construction Company, Inc.

Signature: _____

Title: CEO

Date: 5/28/2026

State of: Florida

County of: Osceola

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of MAY, 2026 by James B. Davis, Jr. (*name*) as CEO (*title of officer*) of Jr. Davis Construction Co., 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: Kristy Kelley

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Kristy Kelley
My Commission HH 297611
Expires 9/27/2026

SCRUTINIZED COMPANIES CERTIFICATION
EXHIBIT XXIV
(Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid 25-420

PROJECT NAME: Thompson Nursery Road Extension – Segment 1

The undersigned, as CEO of Jr. Davis Construction Company (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 Florida Statutes, Section 287.135:

(i) the Contractor is not on the Scrutinized Companies with Activities in Sudan List; and

(ii) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

(as both such lists are created pursuant to Florida Statutes, Section 215.473); and

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

(iv) the Contractor was not on either of the foregoing lists or conducting business operations in Cuba or Syria when it submitted its bid to the County; and

(v) 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; and

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

Executed this 28TH day of MAY, 2026.

ATTEST:

By: Kristy Kelley
PRINTED NAME: Kristy Kelley
Its: SECRETARY

Jr. Davis Construction Company, Inc.
a corporation

By:
PRINTED NAME: James B. Davis, Jr.
Its: CEO

XXIV-1

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

PROJECT NAME: Bid 25-420 Thompson Nursery Road Extension - Segment 1

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 28TH day of MAY, 2026

ATTEST:

By: Kristy Kelley
PRINTED NAME: Kristy Kelley
Its: SECRETARY

CONTRACTOR:

By: JBA
PRINTED NAME: James B. Davis, Jr.
Its: CEO

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

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

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

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

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

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

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

Under penalties of perjury, I James B. Davis, Jr. (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.

Jr. Davis Construction Company, Inc.
NONGOVERNMENTAL ENTITY

SIGNATURE

James B. Davis, Jr.
PRINT NAME

CEO
TITLE

5/28/26
DATE

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS

BIDDING REQUIREMENTS AND
CONTRACT DOCUMENTS FOR:

Thompson Nursery Road Extension Phase 1 – Segment 1

BID FILE NO: #25-420

County Project: 5400203

ISSUE DATE: November 20, 2025

PROCUREMENT DIVISION
330 W CHURCH STREET, ROOM 150
DRAWER AS05, P.O. BOX 9005
BARTOW, FLORIDA 33830/33831-9005
Website: www.polk-county.net

Procurement Contracts Manager: Ken Brush
E-Mail: kenbrush@polk-county.net
Main Number: (863) 534-6757
Fax: (863) 534-6789

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BID REGISTRATION

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

Bid Number and Title: Bid 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1

Description: Furnish all labor, materials, supervision, and equipment necessary for roadway construction including drainage and pedestrian features, signing and pavement markings, traffic signal installation, and maintenance of traffic for the Thompson Nursery Road extension project outlined in the bid documents.

Receiving Period: Wednesday, January 14, 2026, Prior to 2:00p.m.

Bid Opening: Wednesday, January 16, 2026, 2:00p.m.

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

BIDDER REGISTRATION

FAX THIS FORM BACK IMMEDIATELY
FAX: (863) 534-6789

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

Company Name: _____

Contact Person: _____

Mailing Address: _____

City:_____ State:_____ Zip Code:_____

Phone:_____ E-mail:_____

BID SUBMITTAL INSTRUCTIONS

Respondents must submit one (1) original copy of the bid submittal prior to 2:00 p.m. on the bid receiving date. Bids must be submitted in a "sealed" parcel or electronically through Polk County's secure website, Kiteworks. Bids will be publicly opened at 2:00 p.m. on receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel bid, please cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

Sealed Bid. DO NOT OPEN	
Sealed Bid Number	25-420
Bid Title	Thompson Nursery Road Extension Phase 1 – Segment 1
Due Date/Time:	January 14, 2026, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

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

Electronic Bid Submittal:

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

For PDF documents "Bid 25-420 – Title of Document"

For Excel Bid Sheets "Bid 25-420 – Bid Sheet"

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

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

PART A – BIDDING REQUIREMENTS

INVITATION FOR BID

Name of Bid: Thompson Nursery Road Extension Phase 1 – Segment 1

BID NUMBER:	25-420
BID BOND IS REQUIRED PERFORMANCE AND PAYMENT BONDS ARE REQUIRED	
PRE-BID CONFERENCE: A **MANDATORY** pre-bid meeting will be held Tuesday, December 9, 2025, 9:00 a.m. in the Roads and Drainage conference room, located at 3000 Sheffield Road, Winter Haven, FL 33880.	
BID DUE/DATE/TIME: January 14, 2026, PRIOR TO 2:00P.M.	
DATE/TIME OF BID OPENING: January 14, 2026, AT 2:00P.M. Or As Soon As Possible Thereafter	
PLACE OF BID OPENING: PROCUREMENT DIVISION, 330 WEST CHURCH STREET, ROOM 150, BARTOW, FLORIDA 33830	
DEADLINE FOR QUESTIONS FROM BIDDERS: Monday, December 22, 2025, by 4:00P.M.	

INSTRUCTION TO BIDDERS

1.0 Bids

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

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

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

- Part C – Bid Sheets and Acknowledgement Form,
  - With the manual signature of an authorized representative of the company or their designee,
  - Bid prices must be entered on the Part C – Bid Sheets and Acknowledgement Form (no other bid submittals will be accepted),
  - All information requested on BSU-2 and BSU-3 (or BSL-2 and BSL-3).
- Exhibit I, Bid Bond.

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

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

- These items include:

    - Exhibit II, Public Performance Bond
    - Exhibit III, Payment of Bond
    - Exhibit V, Non-Collusion Affidavit of Subcontractor
    - Exhibit VI-A, Subcontractor List
    - Exhibit VI-B, Good Faith Effort Documentation
    - Exhibit VII, Trench Safety Act Compliance
    - Exhibit VIII, Equal Employment Opportunity
    - Exhibit IX, Drug-Free Workplace Form
    - Exhibit X, Safety Requirements/Regulations
    - Exhibit XVIII, Certificate of Compliance
    - Exhibit XIX, Affidavit Certification Immigration Laws
    - Exhibit XXII Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters
    - Exhibit XXIII Certification Regarding Lobbying
    - Exhibit XXIV, Scrutinized Companies Certification
    - Exhibit XXV, Employment Eligibility Verification (E-Verify) Certification
    - Exhibit XXVI 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 Performance and Payment Bonds 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, Performance, and Payment 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 Performance and Payment Bonds, 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 Performance and Payment Bonds, 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 shall 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, the Florida Department of Transportation, 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-*Omitted intentionally, not applicable with Federal funding.*

20.0 Requirement to list Subcontractors

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

Local Preference *Omitted intentionally, not applicable with State funding.*

Vendor Preference- *Omitted intentionally, not applicable with State funding.*

PART B – CONDITIONS OF CONTRACT

GENERAL CONDITIONS

ARTICLE 1 – CONTRACT DOCUMENTS

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

ARTICLE 2 – DEFINITIONS

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

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

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

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

2.4. The term **"Application for Payment"** means the pay request accepted by the Construction Project Manager 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, Performance, and Payment 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 **"Construction Project Manager"** means the architectural/engineering firm or individual retained by the County or in-house designated person designated to perform the construction management services for the Work. The Construction Project Manager can also be the County Project Manager.

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

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

2.12. 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.

2.13. 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.

2.14. The term **"Contract Documents"** means and shall include the following: Special Conditions, Construction Plans, Drawings, Relocation Schedule Permits, Instruction to Bidders, General Conditions, Exhibits, Supplementary Conditions, Technical Reports, Technical Specifications, Bid Submittal, Bid, Performance, and Payment 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.

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

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

2.17. The term **"Day"** shall be a calendar day unless otherwise defined in the Contract Documents. 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 County Holiday as set forth below, 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.

When the Contract Time is specified as calendar days, workdays will be established in the Special 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. The following County Holidays are non-workdays and are included in the original contract time. The County will not grant additional days for workdays that fall on County Holidays. 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. The Contractor may request permission to work on a County Holiday. The Contractor shall submit their request to work on a County Holiday a minimum of seven (7) calendar days in advance of the Holiday. However, the County is under no obligation to approve such request, and approval to work on a County Holiday is at the sole discretion of the County.

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

2.19. The term **"Effective Date of the Contract"** means the date on which the contract has been approved by the Board of County Commissioners.

2.20. The term **"Engineer of Record (EOR)"** means the architectural/engineering firm or individual retained by the County or in-house designated person designated to perform the design engineering services for the Work. The Engineer of Record can also be the County Project Manager.

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

2.22. The term "**Final Completion**" means completion of all Work associated with the construction of the project, including all incomplete items, those items to be re-worked, and all contract close out documentation (i.e., Owner's Manuals, final as-builts and record drawings, and final application for payment).

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

2.24. 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.

2.25. 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

2.26. 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.

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

2.28. 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 final completion date which is based on the number of contract days.

2.29. The term **"Project Area"** means the Roadway Project as defined in Section 1 of the Special Conditions.

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

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

2.32. The term **"Subcontractor"** means a person or entity who has direct contact 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.

2.33. The term "**Substantial Completion**" means the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents, so the County can occupy or utilize the work for its intended purpose.

2.34. 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.

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

2.36. The term **"Unit Price"** means the amount stated in the contract documents as a price per unit of measurement for materials or services required in the work.

2.37. The term "**Utility Work by Roadway Contractor**" means utility plans prepared by a utility owner and made part of this Contract by agreement with the County.

2.38. 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.

2.39. The term **"Requests for Information (RFI)"** means a written document initiated by the Contractor that is submitted to the Construction Project Manager for coordination with the County and others on a response to any of the following issues:

a. Interpretation of a contract document provision, the meaning of which, is not clear to the Contractor;
b. Errors, omissions or conflicts in the contract documents that are identified by the Contractor; or

c. Pay adjustment or entitlement.

The Construction Project Manager will respond to RFI's within fourteen (14) calendar days from the date received.

ARTICLE 3 – PRELIMINARY MATTERS

3.1 Delivery of Bonds

3.1. 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**, at no cost, five (5) sets of plans and one (1) Contract Document for execution of the work. Additional sets will be supplied at the discretion of the user divisions.

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 in the Notice To Proceed. 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 **Construction Project Manager** and the **County** any conflict, error, ambiguity or discrepancy which the **Contractor** may discover and shall obtain a written interpretation or clarification from the **Construction Project Manager** 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 **Construction Project Manager** 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 17.1 shall be sent to the Procurement Division at 330 West Church Street, Bartow, Florida 33831.

3.5.2.3. A Construction Schedule according to FDOT Specification 8-3.2, Submission of Working Schedule as detailed in the Specification Package included in this Contract. This construction schedule shall be updated and accompany every application for payment submitted. Should the updated construction schedule show any portion of the Work to be behind, the Contractor shall submit with the updated construction schedule a detailed plan for recovery. This updated construction schedule shall be reviewed and approved by the Construction Project Manager 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 construction schedule will cause the application for payment to be rejected until such time the recovery plan is submitted.

3.5.2.4. If a Traffic Control Plan (TCP) is provided in the construction plans and the Contractor intends to use that plan to maintain traffic, the Contractor shall provide a letter to the County stating that the provided TCP will be implemented for this contract. The Contractor may propose an alternative TCP according to the requirements FDOT Standard Specification 102-4 Alternative Traffic Control Plan for consideration by the County. Any alternative TCP must be approved by the County before it can be implemented and shall be prepared at no additional cost to the County. The cost for preparing the TCP shall be included in the lump sum unit price for pay item 102-1 Maintenance of Traffic LS.

3.5.2.5. All lane and/or road closures require approval of the County. The Contractor shall submit a completed Request for Lane or Road Closure form (Contract Exhibits XXII and XXIII) to the Construction Project Manager at least ten (10) working days prior to a road closure and at least seven (7) working days prior to a lane closure. The request must include a complete Traffic Control Plan showing the proposed closure and locations of all signs and traffic control devices. No closures shall be implemented without County approval.

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 pre-construction meeting attended by the **Contractor, County Project Manager, Procurement Representative, Construction Project Manager** 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, maintaining required records, and establishing the Notice to Proceed date. After the pre-construction meeting, the **Contractor** shall have ten (10) calendar days to make corrections and adjustments to their schedules and resubmit to the County for review and acceptance. No progress payment shall be made to the **Contractor** until the schedules are submitted to and deemed acceptable by the **Construction Project Manager**; but such acceptance will neither impose on the **Construction Project Manager** 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 **Construction Project Manager** as providing a workable arrangement for reviewing and processing the required Submittals. The **Contractor's** schedule of values shall be approved by the **Construction Project Manager** 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. Unless otherwise specified in the Contract Documents, these General Conditions and the Contract Special Conditions replace the current Division I of the FDOT Standard Specification for Road and Bridge Construction. Division II Construction Details and Division III Materials in the FDOT

Standard Specifications for Road and Bridge Construction, including all revisions current at the time of the bid, shall apply to this project. The applicable publication date of this document is prescribed in the plans.

4.1.3. 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 Construction Project Manager.

4.1.4. 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).

4.1.5. 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 Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

4.1.6. 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.

4.1.7. 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.

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 7.4, the **Contractor** shall report it to the **Construction Project Manager** and **County Project Manager** in writing at once via the Request for Information (RFI) process; and the **Contractor** shall not proceed with the Work affected thereby (except in an emergency as authorized by 7.13) until receiving written direction from the **Construction Project Manager** or 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.

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 **Construction Project Manager**, 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**, **Construction Project Manager** or any of the **Construction Project Manager'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 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 **Construction Project Manager'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 **Construction Project Manager** or the **Construction Project Manager'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 **Construction Project Manager.**

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.**

5.1.2. Any additional lands, rights-of-way and easements not furnished by the **County** that the **Contractor** deems necessary, including but not limited to requirements for temporary construction facilities, access and egress, or for storage, shall be obtained in writing from the affected landowner by the **Contractor** at no increase in contract price or extension in contract time, and **Contractor** shall confine his operations to those areas furnished by the **County** or obtained at its expense. The **Contractor** shall hold the **County** harmless for all liabilities associated with said work outside the project area. Before mobilizing or storing any materials or equipment, the **Contractor** shall identify the areas to be used for storage in writing to the **County**. If property other than **County** right-of-way is proposed for storage, the **Contractor** shall provide the **County** a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property.

5.2. Subsurface and Physical Conditions

Copies of any reports of exploration and tests of subsurface conditions at or contiguous to the site that have been utilized in preparing the Contract Documents are included in the Contract Documents.

5.3. Limited Reliance by Contractor Authorized Technical Data

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 Contract Documents. Except for said reliance on such "technical data," the **Contractor** may not rely upon or make any claim against the **County, the Construction Project Manager** or any of the **Construction Project Manager'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 (Excluding Existing Utilities)

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 **Construction Project Manager**, 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 **Construction Project Manager** 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 **Construction Project Manager** shall recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the **Project Manager** and the **Construction Project Manager** 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 **Construction Project Manager** shall notify the **Contractor** of the determination in writing. The Work shall be performed after the **Construction Project Manager** 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 **Construction Project Manager** 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 **Construction Project Manager** 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 within the project 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 7.14), identify the owner of such Underground Facility and give written notice to that owner and to the **County** through the **Construction Project Manager**. The **County Project Manager** and the **Construction Project Manager** will promptly review the Underground Facility and determine the appropriate course of action, if any. If the **County Project Manager** concludes that a change in Contract time is required, a Change Order will be issued as provided in Article 13 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. If the **County** and the **Contractor** are unable to agree on the length of time of any such adjustment in Contract Time, the **Contractor** may make a claim as provided in Article 13. However, the **County** and the **Construction Project Manager** 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. Engineering and Layout

5.6.1.5.6.1 Control Points Furnished by the **County**: The **County** will provide centerline control points (Begin Project, End Project, PIs, PTs, etc.) and bench marks at appropriate intervals along the line of the project to facilitate the proper layout of the work. Normally, the **County** will furnish only one bench mark for water crossings. Preserve all reference points and bench marks that the **County** furnishes. As an exception to the above, for projects where the plans do not show a centerline or other survey control line for construction of the work (e.g., resurfacing, safety modifications, etc.) the **County** will provide only points marking the beginning and ending of the project, and all exceptions.

5.6.2. Furnishing of Stake Materials: Furnish all stakes, templates, and other materials necessary for establishing and maintaining the lines and grades necessary for control and construction of the work.

5.6.3. Layout of Work: Utilizing the control points furnished by the **County** in accordance with 5.6.1, establish all horizontal and vertical controls necessary to construct the work in conformity to the Contract Documents. Perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge, and miscellaneous items. When performing utility construction as part of the project, establish all horizontal and vertical controls necessary to carry out such work.

5.6.4. Specific Staking Requirements: When performing new base construction as part of the project, set stakes to establish lines and grades for subgrade, base, curb, and related items at intervals along the line of the work no greater than 50 feet on tangents and 25 feet on curves. Set grade stakes at locations that the **County** directs to facilitate checking of subgrade, base, and pavement elevations in crossovers, intersections, and irregular shaped areas.

5.6.4.1. For bridge construction stakes and other control, set references at sufficiently frequent intervals to ensure construction of all components of a structure in accordance with the lines and grades shown in the plans.

5.6.4.2. For projects where the plans do not show a centerline or other survey control line for construction of the work (resurfacing, safety modifications, etc.), provide only such stakes as necessary for horizontal and vertical control of work items.

5.6.4.3. For resurfacing and resurfacing-widening type projects, establish horizontal controls adequate to ensure that the asphalt mix added matches with the existing pavement. In tangent sections, set horizontal control points at 100 foot intervals by an instrument survey. In curve sections, set horizontal control points at 25 foot intervals by locating and referencing the centerline of the existing pavement.

5.6.4.4. Establish by an instrument survey, and mark on the surface of the finished pavement at 25 foot intervals, the points necessary for striping of the finished roadway. As an exception, for resurfacing and resurfacing/widening projects, establish these points in the same manner as used for horizontal control of paving operations. Mark the pavement with white paint. If performing striping, the **County** may approve an alternate method for layout of striping provided that the **Contractor** achieves an alignment equal to or better than the alignment that would be achieved using an instrument survey.

5.6.4.5. For projects that include temporary or permanent striping of "no passing zones", provide the location and length of these zones as shown in the plans, except projects where the vertical or horizontal alignment is new or altered from preconstruction alignment. For projects that consist of new or altered vertical or horizontal alignment, the **County** will provide the location and length of the "no passing zones" during construction. For these projects, notify the **Construction Project Manager** not less than twenty-one (21) calendar days prior to beginning striping.

5.6.4.6. For all projects, set a station identification stake at each right-of-way line at 100 foot intervals and at all locations where a change in right-of-way width occurs. Mark each of these stakes with painted numerals, of a size readable from the roadway, corresponding to the project station at which it is located. As an exception to the above, for projects where plans do not show right-of-way lines, set station identification stakes at locations and intervals appropriate to the type of work being done. For resurfacing and resurfacing/widening projects, set station identification stakes at 200 foot intervals.

5.6.5. Personnel, Equipment, and Record Requirements: Employ only competent personnel and use only suitable equipment in performing layout work. Do not engage the services of any person or persons in the employ of the **County** for performance of layout work. Keep adequate field notes and records while performing as layout work. Make these field notes and records available for the **Construction Project Manager** review as the work progresses, and furnish copies to the **County** at the time of completion of the project. The Engineer's inspection, checking, or acceptance of the **Contractor's** field notes or layout work does not relieve the **Contractor** of his responsibility to achieve the lines, grades, and dimensions shown in the Contract Documents. Prior to final acceptance of the project, mark, in a permanent manner on the surface of the completed work, all horizontal control points originally furnished by the **County.**

5.6.6. Payment: Include the cost of performing layout work as described above in the Contract unit prices for the various items of work that require layout.

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

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

5.7.2. The **Contractor** shall immediately: (i) stop all work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by 7.13); and (ii) notify the **County** and the **Construction Project Manager** (and thereafter confirm such notice in writing). The **County** shall promptly consult with the **Construction Project Manager** 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.

5.7.2.1. 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

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 Performance and Payment Bonds and Other Bonds

6.1.1. The **Contractor** shall furnish a Performance and a Payment Bond, unless otherwise stated in the Invitation for Bid, in an amount equal to the amount recommended for award, 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 Contract Documents.

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. Warranty / Maintenance Bond

6.2.1. The **Contractor** shall provide the required Warranty / Maintenance Bonds according to the requirements of the FDOT Standard Specifications for Road and Bridge Construction. Typically, a Warranty/Maintenance Bond is required for Landscaping or Traffic Signal work.

6.3. Certificates of Insurance

6.3.1. 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 Contract Documents.

6.3.2. The **Contractor** shall deliver to the **County**, with copies to each additional insured identified in 6.4.1, certificates of insurance (and other evidence of insurance requested by the **County** or any other additional insured such as policy endorsements and copies on actual insurance policies if requested) which the **Contractor** is required to purchase and maintain in accordance with 6.4.1.

6.4. Contractor's Liability Insurance

6.4.1. 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 the **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 insurance 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 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:	$5,000,000
Each Occurrence:	$5,000,000
M&C/CGL:	$5,000,000
Broad Form CGL:	$5,000,000
Contractual Liability:	$5,000,000
Products:	$5,000,000
Completed Operation:	$5,000,000
Personal Injury:	$5,000,000
Independent Contractors:	$5,000,000
XCU Property Damage Excel:	$5,000,000
Umbrella Liability:	_____

Contractors Pollution Legal Liability:	$5,000,000
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	$5,000,000
Combined Single Limit Each Accident	

6.4.2. These policies will provide that:

1) The insurer(s) waive their rights of subrogation against 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. A thirty (30) day written notice of cancellation and ten (10) day notice of non-payment is required. 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 33831-9005

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

6.4.4. Notwithstanding any other provision of these documents to the contrary, the **Contractor** shall not provide Builder's Risk or Architects' and Engineers' Construction Project Manager 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.

6.4.5. 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.

6.4.6. Any additional insurance, if required, will be set forth in the Special Conditions.

6.5. Receipt and Application of Insurance Proceeds

6.5.1. Any loss for Builders Risk under the policies of insurance required by this Contract shall be payable to the **County,** as loss payee, 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**.

6.5.2. The **County**, as loss payee has the power to adjust and settle any loss with the insurers. If such objection is made, the **County**, as loss payee, 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 loss payee, shall adjust and settle the loss with the insurers.

6.6. Indemnification

6.6.1. 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.

6.6.2. 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.

6.6.3. 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. The superintendent shall speak and understand English and have at least one other responsible person who speaks and understands English. The superintendent shall not be replaced without written notice to the **County**, through the **Construction Project Manager**, except under extraordinary circumstances. 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 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**. If during the commencement of the work, the **County** is not satisfied with the superintendent's work, the **County** shall have the right to request a replacement superintendent and the **Contractor** will be required to submit the resume of the replacement for the same consideration as before.

7.1.2. The **Contractor** shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The **Contractor** shall be responsible to see that the completed Work complies accurately with the Contract Documents.

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. Equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the **Contractor** and the **Contractor** shall immediately notify the **County** and the **Construction Project Manager** of the incident and cleanup / repair efforts. The **Contractor** shall clean up and dispose of any hazardous material according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the **County**.

7.2.3. All material and equipment shall be new and of good quality, except as otherwise provided in the Contract Documents. The **Contractor** shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the **County** immediately upon delivery or as soon thereafter as is practical. If silent in specifications, then the most acceptable industry-standard product shall be furnished and installed, as approved by the **Construction Project Manager**.

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 **Construction Project Manager** 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 **Construction Project Manager.** 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 **Construction Project Manager** in evaluating the proposed substitute. Approval of any change in costs or schedule as a result of acceptance of the substitute by the **Construction Project Manager** 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 **Construction Project Manager**. 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. These costs are considered incidental to the Work. Permits, if any, that are provided and paid for by the **County**, are listed in the Contract Documents. 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.

7.6.2. As required by the appropriate Water Management District (WMD), before beginning any dewatering activities, (whether it is discharged offsite or not), the WMD must be notified. The **Contractor** shall provide the **County** with a forty eight (48) hour advance notification of any de-watering activities so the **County** can properly notify the WMD. If the **Contractor**'s dewatering activity results in offsite discharge to wetlands or surface waters, a permit modification of the original construction permit would be required. Furthermore, if the **Contractor**'s dewatering activity results in offsite discharge to wetlands or surface waters, the **Contractor** is to prepare a written dewatering plan and submit said plan to the **County** and the appropriate WMD for approval. The cost for preparing the dewatering plan, the installation thereof and the dewatering shall be included in the unit price for the work requiring dewatering.

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 **Construction Project Manager**

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 **Construction Project Manager**, 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. 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 any amounts due the **Contractor**. 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 maintain in a safe place at the site, one (1) record copy of all Drawings, Specifications, Addenda, Permits, Change Orders, Change Requests, Field Orders correspondence, field test records, **Contractor**'s daily reports and construction photographs, and written interpretations and clarifications in good order, and annotated to show all changes made during construction. These record documents, together with all approved samples and shop drawings, will be available at all times

during regular working hours to the **Construction Project Manager** and the **County**. In addition, the **Contractor** shall submit on a daily basis, two (2) copies of the preceding day's daily report to the **County** through the **Construction Project Manager**. The record drawings shall be marked up as the Work progresses to reflect current conditions and shall become the "as-built" plans. The revisions are to be indicated in a neat, well organized manner and are to include the elevation and plan location of all utilities, structures, etc., encountered or installed. A "record" survey book shall be kept and shall include the following items:

1. The location and elevation of all existing Underground Facilities, utilities and structures, etc. encountered.
2. The finished location and elevation of all Underground Facilities, utilities and structures installed, including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, curbs, driveways, pavement and any and all underground structures.

7.10.2. All record notes shall be kept in book(s) designed "record" and no other survey notes will be kept in such books. The **Contractor** will be required to review with the **County** the status of the "as built" plans and the record survey notes in connection with the **County** evaluation of each Application for Payment. Failure to maintain record documents current shall be just cause to withhold payments for Work performed. Upon completion of the Work, the **County** shall deliver to the **Contractor** a reproducible set of current Plans. The **Contractor** will transfer all his "as-built" information to these reproducibles and deliver the resultant as-built set of plans, together with the record survey book to the **Construction Project Manager** for the **County**. Each completed set of "As-Built" drawings must include on its face, a certified statement by the **Contractor** that the set of "As-Builts" drawings accurately depicts the actual Work as constructed. "As-Built" drawings must meet WMD requirements and at a minimum shall include roadway template data on 100' cross sections including curb elevations, structure invert elevations and outfall elevations.

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:

1. All employees on the Work and other persons who may be affected by it.
2. 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.**
3. 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.
4. When the performance of the Work requires the use of shoring, sheet piling and other special construction related to excavation, and when required by Laws or Regulations, the **Contractor** shall cause the design of said shoring, sheet piling and other special construction to be performed

by a registered Construction Project Manager engineer licensed in the State of Florida. The **Contractor** shall submit, as a Shop Drawing, a certification by the registered engineer, stating that it has complied with this requirement. The **Contractor** shall meet all requirements of such designs prepared by a registered engineer. In addition to any requirements imposed by law, the **Contractor** shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the Work which are in any way affected by the excavations or other operations connected with the performance of the Work.

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:

1. 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.
2. Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.
3. Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

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

1. 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.**
2. 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.

3. 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.

7.11.5. 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.

7.11.6. 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**.

7.11.7. 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 **Construction Project Manager**. All communications to the superintendent shall be as binding as if given to the **Contractor.**

7.11.8. 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 **Construction Project Manager** 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.

7.11.9. 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.

7.11.10. 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.

7.11.11. 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.

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

a) Using illegal drugs on **County** property;
b) 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.

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 **Construction Project Manager** if time or circumstances do not permit, is obligated to prevent or mitigate threatened damage, injury or loss. The **Contractor** shall give the **Construction Project Manager** 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 **Construction Project Manager** 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 **Construction Project Manager** 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, Shop Drawings, and Samples

7.14.1. In general, the **County** requires shop drawings for items of work not fully detailed in the plans which require additional drawings and coordination prior to constructing the item, including but not limited to:

a. Bridge components not fully detailed in the plans, i.e. segments, steel girder details, post-tensioning details, handrails, etc.
b. Retaining Wall Systems
c. Precast Box Culverts
d. Non-standard lighting, signalization and signing structures and components
e. Building Structures
f. Drainage structures, attenuators, and other nonstmctural items
g. Design and structural details furnished by the Contractor in compliance with the Contract
h. Temporary Works affecting public safety
i. Bridge Structural Steel and Miscellaneous Metals
j. Bridge Concrete components that are not cast-in-place
k. Major and Unusual Structures
l. Minor modifications to the permanent works for the purposes of expediting the **Contractor**'s chosen construction methods
m. Requirements in Provision 7.11.1.5

7.14.2. Other provisions of the Contract Documents may waive the requirement for submittals for certain items; e.g., items constructed from standard drawings or those complying with alternate details for pre-stressed members under FDOT Standard Specification Section 450. The Special Conditions may also list the submittals required.

7.14.3. After checking and verifying all field measurements and after complying with applicable procedures specified in the Specifications, the **Contractor** shall submit to the **Construction Project Manager** for review and approval in accordance with the accepted schedule of Submissions, seven (7) copies for use by the **County**, **Construction Project Manager** and any additional copies as required by the **Contractor** (unless otherwise specified in the Contract Documents) of all Submittals and Shop Drawings, which shall have been checked by and stamped with the approval of **Contractor** and identified as the **Construction Project Manager** may require. The **Contractor** shall submit a copy of the transmittal letter providing drawing numbers and titles for each item included in Submittals and Shop Drawings to the **Construction Project Manager**.

7.14.4. The **Contractor** shall also submit to the **Construction Project Manager** for review and approval, with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples shall have been checked by and stamped with the approval of the **Contractor**, identified clearly as to material, manufacturer, any pertinent data such as catalog numbers and the use for which it is intended.

7.14.5. The **Contractor**'s stamp of approval on any Submittal, Shop Drawing or sample shall constitute its representation to the **County** and the **Construction Project Manager** that the **Contractor** has either determined and verified all quantities, dimensions, field construction criteria, materials,

catalog numbers, specified performance criteria, and similar data or assumes full responsibility for doing so, and that the **Contractor** has reviewed or coordinated each Submittal, Shop Drawing or sample with the requirements of the Work and the Contract Documents.

7.14.6. At the time of each submission, the **Contractor** shall in writing call the **Construction Project Manager's** attention to any deviations that the Submittals, Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each submission of such variation.

7.14.7. The **Construction Project Manager** will review Submittals, Shop Drawings and review samples and return the **Contractor's** submittals stamped with the following notation:

[ ] APPROVED
[ ] APPROVED AS NOTED
[ ] REVISE AND RESUBMIT
[ ] NOT APPROVED
Reviewed By: ___ _
Date: -------

7.14.8. Approval is only for general conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The **Contractor** is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the Work of all trades.

7.14.9. The **Construction Project Manager's** review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to the accuracy of other matters that may be contained in the submittals, including but not limited to such matters as dimensions, quantities, performance of Equipment and systems designed by the **Contractor**, engineering design furnished by the **Contractor**, the Contractor's means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto, the correctness of which shall remain the sole responsibility of the **Contractor**. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The **Contractor** shall make any corrections required by the **Construction Project Manager** and shall return the required number of corrected copies of Submittals and Shop Drawings and resubmit new samples for review. The **Contractor** shall direct specific attention in writing to revisions other

than the corrections called for by the **Construction Project Manager** on previous submittals.

7.14.10. The **Construction Project Manager's** review and approval of Submittals, Shop Drawings 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 **Construction Project Manager's** attention to each such variation at the time of submission and the **Construction Project Manager** has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Submittal, Shop Drawing or sample approval; nor will any approval by the **Construction Project Manager** relieve the **Contractor** from responsibility for errors or omissions in the Submittals, Shop Drawings or samples or from responsibility for having complied with the provisions of 7.14.4.

7.14.11. Where a Submittal, Shop Drawing or sample is required, no related Work shall commence until the submittal has been returned by the **Construction Project Manager** and noted "Approved" or "Approved As Noted".

7.14.12. All costs incurred in connection with the **Construction Project Manager's** review and return of a particular Submittal, Shop Drawing or sample submission after the **Construction Project Manager's** second review shall be borne by the **Contractor**, including the **Construction Project Manager's** charges to the **County** under the terms of their agreements with the **County**. The **County** shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

7.14.13. In reviewing Submittals, Shop Drawings or samples, the **Construction Project Manager** shall be allowed thirty (30) days from the date the **Construction Project Manager** receives the submittal or re-submittal from the **Contractor** to return the submittal in accordance with this Section, unless otherwise provided in the Contract Documents. The **Construction Project Manager's** review and return of a Submittal, Shop Drawing or sample within the time allowed shall not justify an increase in the Contract Price or an extension in Contract Time. Any delay in connection with the **Contractor's** submittal and any re-submittal of a particular Submittal, Shop Drawing or sample shall represent delays under the control of the **Contractor** and shall not justify an increase in Contract Price or an extension in Contract Time.

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 **Construction Project Manager** and the others whose work will be affected. The **Contractor** is not entitled to exclusive use of the site.

8.1. 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 **Construction Project Manager** 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 **Construction Project Manager.**

9.1. The **County** shall furnish the data required under the Contract Documents and shall make payments to the **Contractor** when due as provided in Article 17.

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

ARTICLE 10 – CONSTRUCTION PROJECT MANAGER'S STATUS DURING CONSTRUCTION

10.1 County's Representative

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

10.2. Visits to the Site

10.2.1. The **Construction Project Manager** 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 **Construction Project Manager** shall issue such written clarifications or interpretations of the Contract Documents (in the form of

Revised Plan Sheets from the EOR, Drawings, RFI's, 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 **Construction Project Manager** has the authority to disapprove or reject Work, which is defective. The **Construction Project Manager** also has authority to require special inspection or testing of the Work at the **Contractor's** expense, as provided in Article 16, whether or not the Work is fabricated, installed or completed when the work has been declared defective.

10.5. Decisions on Disagreements

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

10.6. Limitation on Construction Project Manager's Responsibilities

10.6.1. Neither the **Construction Project Manager'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 **Construction Project Manager** to the **Contractor**, any Subcontractor, any of their agents or employees.

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

10.6.1.2. The **Construction Project Manager** 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. Without invalidating the Contract, the **County** may at any time order additions, deletions or revisions in the Work. The **Construction Project Manager** 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 **Construction Project Manager** 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.

11.2. 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 7.13. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

11.3. Upon agreement as to changes in the Work to be performed, work performed in an emergency as provided in Article 7.13, and any other claim of the **Contractor** for a change in the Contract Time or the Contract Price, the **Construction Project Manager** will prepare a written Change Order to be signed by the **Construction Project Manager** and the **Contractor** and submitted to the **County** for approval.

11.4. 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.

11.5. 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 Article 12. 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, 12,13, and 19 but the **Contractor** shall nevertheless be obligated to fully perform the Work as directed by the Construction Change Directive.

11.6. 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 **Construction Project Manager** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Construction Project Manager** 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) and the actual quantities required to complete the Work. The County does not re-negotiate unit prices for Significant Changes as defined in FDOT Division I Specifications.

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 Items

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 **Construction Project Manager**, such costs shall be in amounts no higher than those prevailing in the area of the Work and may include the categories listed below.

12.2.2. Labor (payroll, taxes, fringe benefits, worker's compensation, health and retirement benefits, sick leave)
12.2.3. Owned Equipment (at lowest applicable equipment manual rate) (Blue Book Value)
12.2.4. Rented Equipment (at actual rental rate)
12.2.5. Material
12.2.6. Supplies
12.2.7. Subcontractors' Costs
12.2.8. Bonds and Insurance
12.2.9. Contractor's Fee (per 12.3)
12.2.10. Permit Fees

12.2.11. 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.

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

12.2.12.1. 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.

12.2.12.2. Extraordinary fringe benefits not specifically identified in Article 12.2.1.1.

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

12.2.12.4. 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.

12.2.12.5. 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).

12.2.12.6. 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.

12.2.12.7. 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 **Construction Project Manager**. 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 **Construction Project Manager**, plus the applicable reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by discipline/trade with the unit cost per man-hour and total labor price, labor burden, equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit markup.

ARTICLE 13 – CHANGE OF CONTRACT TIME

13.1 It is the Contractor's duty, responsibility and obligation to perform the Work in accordance with the Contract Documents within the authorized Contract Time. The Contractor shall not submit a CPM Baseline Schedule showing less time than the original contract time established in the Contract Documents. 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 **Construction Project Manager** 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 **Construction Project Manager** 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 **Construction Project Manager**, 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 **Construction Project Manager** 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. The **Contractor** shall have no entitlement to any monetary compensation for any delays. Any time granted by the **County** shall be non-compensable Contract Time.

ARTICLE 14 - UNCONTROLLABLE FORCES (FORCE MAJEURE)

14.1 Neither the **County** nor the **Contractor** shall be considered to be in default of the Contract if delays in, or failure of performance, shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this

Contract and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.1.1. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

14.1.2. The nonperforming party shall, within five (5) days after being prevented or delayed from performance by an Uncontrollable Force, deliver written notice to the other party particularly describing the circumstance and Uncontrollable Forces preventing its continued performance of the obligations of this Contract and a good faith estimate as to the anticipated duration of the delay.

ARTICLE 15 – WARRANTY AND GUARANTEE

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 **Construction Project Manager**. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in Article 16.

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.**

Article 16 – ACCEPTANCE OF DEFECTIVE WORK

16.1 Tests and Inspections

16.1.1. 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 **Construction Project Manager** 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 **Construction Project Manager** 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 **Construction Project Manager** with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material 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 **Construction Project Manager** and at the **Contractor's** expense.

16.1.2. Neither observations by the **Construction Project Manager** or the **County 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.

16.2. Access to the Work

16.2.1 For the duration of the Work, the **Construction Project Manager** 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.

16.3. Uncovering the Work

16.3.1. If any work required to be inspected, tested or approved is covered prior thereto without the prior written approval of the **Construction Project Manager**, or if any work is covered contrary to the request of the **County Project Manager**, the work shall, if requested by the **Construction Project Manager** or the **County Project Manager**, be uncovered for observation, inspection, testing or approval and replaced at the **Contractor's** expense. If it is found that such Work is defective, the Contractor shall bear the expense of removal and replacement of the Work.

16.4. Stop Work

16.4.1. 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.

16.5. Correction or Removal of Defective Work

16.5.1. When directed by the **Construction Project Manager**, the **Contractor** shall promptly, without cost to the **County** and as specified by the **Construction Project Manager** either correct the defective work whether fabricated, installed or completed, or remove it from the site and replace it with non-defective work. If the **Contractor** does not correct such defective work or remove and replace such defective work within a reasonable time, all as specified in a written notice from the **Construction Project Manager**, 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.

16.6. 16.6 Acceptance of Defective Work

16.6.1. 16.6.1 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.

16.7. 16.7 Neglected Work by Contractor

16.7.1. 16.7.1 If the **Contractor** neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the **Construction Project Manager** 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.**

16.7.2. 16.7.2 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 17 – PAYMENT AND COMPLETION

17.1 Schedule of Values

17.1.1. *Omitted intentionally, not applicable with State funding.*

17.1.2. *Omitted intentionally, not applicable with State funding.*

17.2. Application for Progress Payment

Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers

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

17.2.2. 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 **Construction Project Manager** 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.

17.3. Contractor's Warranty of Title

17.3.1. **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.

17.4. Approval of Payments

17.4.1. By signing and submitting an Application for Payment, the **Contractor** certifies that all work and/or materials storage associated with the quantities in the Application for Payment have been completed in accordance with the Contract Documents. When the Contract contains Utility Work by the Roadway Contractor the **Contractor** shall prepare a separate Application for Payment for each utility participating in the Utility Work by the Roadway Contractor. The **Contractor** shall submit Applications for Progress Payment for progress successfully performed and completed for each calendar month during the term of the contract.

17.4.2. The **Construction Project Manager**, 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 **Construction Project Manager'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.

17.4.3. The **Construction Project Manager's** recommendation of any payment requested in an Application for Payment will constitute a representation by the **Construction Project Manager** to the **County** based on the **Construction Project Manager's** review of the Application for

Payment and the accompanying data and schedules, that to the best of the **Construction Project Manager'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 **Construction Project Manager's** responsibility to observe the Work.

17.4.4. By recommending any such payment, the **Construction Project Manager** 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 **Construction Project Manager** 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.**

17.4.5. The **Construction Project Manager's** recommendation of any payment, including final payment, shall not mean that the **Construction Project Manager** 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.

17.4.6. The **Construction Project Manager** may refuse to recommend the whole or any part of any payment if, in the **Construction Project Manager's** opinion, they are unable to make the representation that the Application is acceptable to the **County**. The **Construction Project Manager** 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 **Construction Project Manager'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.

17.4.7. 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.

17.5. Substantial Completion

17.5.1. 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.

17.5.2. 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.

17.5.3. 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.

17.5.4. 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.

17.5.5. 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.

17.6. Final Completion

17.6.1. To receive the Certificate of Final Completion, the **Contractor** must have completed and submitted the following within the authorized Contract Time: contract close-out documents such as **County** approved Certified As-built Survey Drawings and electronic files, final Application for Payment request including evidence of insurance and consent of surety to final payment, completed punch list, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by 6.3, certificates of inspection, and any other outstanding items listed on the Certificate of Substantial Completion.

17.6.2. No final payment will be processed by the **County** until all required documentation by the **Contractor** has been accepted and approved by the **Construction Project Manager** and the **County**.

17.6.3. Notwithstanding any other provision of these Contract Documents to the contrary, the **County** and the **Construction Project Manager** 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 **Construction Project Manager** for all claims arising from or resulting from subcontractor, supplier, material men or laborer services in connection with this project.

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

17.6.5. If, on the basis of the **Construction Project Manager's** observation of the Work during construction and final inspection, and the **Construction Project Manager's** review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the **Construction Project Manager** is satisfied that the Work has been completed and the **Contractor**'s other obligations under the Contract Documents have been fulfilled, the **Construction Project Manager** will, after receipt of the final Application for Payment, indicate in writing the **Construction Project Manager's** recommendation of payment and present the Application to the **County** for payment. At the same time, the **Construction Project Manager** will also give written notice to the **County** and the **Contractor** that the Work is acceptable subject to the provision of 17.7. Otherwise, the **Construction Project Manager** 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. Warranties required by the Contract Document shall commence on the date specified on the Certificate of Final Completion unless otherwise specified.

17.7. Waiver of Claims

17.7.1. 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.

17.7.2. 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 17.5; 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 18 - SUSPENSION OF WORK AND TERMINATION

18.1 Suspension of Work

18.1.1. 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 Construction Project Manager, 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.

18.2. Termination for Cause

18.2.1. Upon the occurrence of any one or more of the following events by the **Contractor**:

(a) fails to begin the work under the Contract within the time specified in the Notice to Proceed;

(b) fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;

(c) performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the **County Project Manager** rejects as unacceptable and unsuitable;

(d) discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the **Construction Project Manager** notifies the **Contractor** to do so;

(e) becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;

(f) allows any final judgment to stand against him unsatisfied for a period of ten calendar days;

(g) makes an assignment for the benefit of creditors;

(h) fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;

(i) fails to comply with the **Construction Project Manager's** written suspension of work order within the
time allowed for compliance and which time is stated in that suspension of work order; or

(j) for any other cause whatsoever, fails to carry on the Work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the **County**;

(k) fails to comply with the provisions of Chapter 119 of the Florida Statutes;

(1) If the **Contractor** disregards laws or regulations of any public agency having jurisdiction;

(m) If the **Contractor** disregards the authority of the **Construction Project Manager** or the **County Project Manager**; or

(n) If the **Contractor** otherwise violates in any substantial way any provisions of the Contract; if the **Contractor**, within a period of ten (10) calendar days after receiving written notice from the **County** delivered to the **Contractor** and the Surety specifying the default(s) as described in subparagraphs (a) through (n) above, fails to correct the conditions of which complaint is made, the **County** will have full power and authority, without violating the Contract, to take possession of the Work out of the hands of the **Contractor** and to declare the **Contractor** in default.

18.2.2. 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.

18.3. Termination for Convenience

18.3.1. The **County** may terminate the entire Contract or any portion thereof, if the **County** determines that termination is in its best interest. The **County** will deliver to the **Contractor** written notice of termination specifying the extent of termination and the effective date. When the **County** terminates the entire Contract, or any portion thereof, before the **Contractor** completes all items of Work in the Contract, the **County** will make payment for the actual number of units or items of Work that the **Contractor** has completed, at the Contract unit price, and such payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for items of work not started. The **County** will not consider any claim for loss of anticipated profits, or overhead of any kind (including home office and jobsite overhead or other indirect impacts). The **County** will consider reimbursing the **Contractor** for actual cost of mobilization (when not otherwise included in the Contract) including moving equipment to the job where the volume of the work that the **Contractor** has completed is too small to compensate the **Contractor** for these expenses under the Contract unit prices. The **County** may purchase at actual cost acceptable materials and supplies procured for the work, that the **County** has inspected, tested, and approved and that the **Contractor** has not incorporated in the work. Submit the proof of actual cost, as shown by receipted bills and actual cost records, at such points of delivery as the **County** may designate. Termination of a contract or a portion thereof, under the provisions of this article, does not relieve the **Contractor** or the surety of its responsibilities for the completed portion of the Contract or its obligations for and concerning any just claims arising out of the work performed. All **Contractor** claims for additional payment, due to the **County**'s termination of the entire Contract or any portion thereof, must meet the requirements of Article 12.

18.4. Completion of Work by County

18.4.1. Upon declaration of default, the **County** will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to

complete the work under the Contract, or may use other methods to complete the Work in an acceptable manner. The **County** will charge all costs that the **County** incurs because of the **Contractor**'s default, including the costs of completing the Work under the Contract, against the **Contractor**. If the **County** incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then the **Contractor** and the surety shall be liable and shall pay the **County** the amount of the excess. Such costs incurred by the **County** shall be verified by the **Construction Project Manager** and incorporated in a Change Order but in finishing the work the **County** shall not be required to obtain the lowest figure for the work performed. The **Contractor**'s obligation to pay the difference between such costs and such unpaid balance shall survive termination of the Contract. If, after the ten (10) day notice period and prior to any action by the **County** to otherwise complete the work under the Contract, the **Contractor** establishes his intent to complete the Work in accordance with the **County**'s requirements, then the **County** may allow, in its sole discretion, the **Contractor** to resume the Work, in which case the **County** will deduct from any monies due or that may become due under the Contract, any costs to the **County** incurred by the delay, or from any reason attributable to the delay.

ARTICLE 19 – DISPUTES / CLAIMS

19.1 The **Contractor** shall notify the **County** in writing of all disputes / claims arising under this Contract or its interpretation whether involving law, fact or both, or extra work, and all claims for alleged breach of contract within fourteen (14) calendar days of the commencement of the dispute. 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.

19.1. When submitting a claim, the **Contractor** shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the **Contractor**'s best knowledge and belief, and that the amount of the claim accurately reflects what the **Contractor** in good faith believes to be the **County**'s liability. Such certification must be made by an officer or director of the **Contractor** with the authority to bind the **Contractor**. 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 fourteen (14) calendar days of its commencement, the claim will be considered only for a period commencing fourteen (14) calendar 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.

19.2. If the **Contractor** does not agree with any decision of the **County**, the **Contractor** shall be required to seek, prior to instituting any action in a court of law, 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** in its discretion. 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. 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 is proceeding under protest and that the matter in question may be expected from the final releases.

ARTICLE 20 – MISCELLANEOUS

20.1 Limitation of Liability

20.1.1. IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

20.2. Severability

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

20.3. Waiver

20.3.1. A waiver by either the **County** or the **Contractor** of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Contract. Except as otherwise stated in Section 17.7, the making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Contract shall not waive such default or breach, or any subsequent default or breach of this Contract, and shall not be construed as doing so.

20.4. Governing Law and Venue

20.4.1. This Contract shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida, or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

20.5. Attorneys' Fees and Costs

20.5.1. 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 Contract, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

20.6. Non-Discrimination

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

20.7. Public Entity Crimes

20.7.1. 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.

20.8. Survival of Representations and Warranties

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

ARTICLE 21-Unauthorized Alien(s):

21.1.1 The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this

solicitation, the successful vendor will complete and submit the attached form "Affidavit Certification Immigration Laws."

ARTICLE 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 construction contract bid amount or $250,000, whichever amount is less, will be included in the contract price. No individual Allowance Work authorization greater than $100,000 shall be effective without the prior 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 by an approved change order.

23.1.3. The number of calendar days specified in the construction contract for performance of the contract 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 by an approved change order.

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

ARTICLE 26 – NO CONSTRUCTION AGAINST DRAFTER

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

ARTICLE 27 – EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

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

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

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat.,

such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

ARTICLE 28 - 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).

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

(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 B – CONDITIONS OF CONTRACT

SUPPLEMENTAL CONDITIONS

Thompson Nursery Road Extension Phase I - Segment 1

Project No. 5400203
FPID# Project No. 452355-1-54-01

1. PROJECT DESCRIPTION, PROJECT LOCATION & SCOPE OF WORK

1.1. Description: The project consists of the Thompson Nursery Road Extension in Winter Haven, Florida. The limits of construction begin at SR 540 and US 17 and extend 1.9 miles to the southeast and ends south of Rifle Range Road (CR 655) and Eloise Loop Rd.

1.2. Location: From Bartow: Go east on US-98 S for 0.3 miles. Turn north onto US-17 N and go 7.8 miles to the intersection of Winter Lake Road (SR 540) and US 17. All distances are approximate.

1.3. Scope of Work: Work includes, but is not limited to, roadway construction including drainage and pedestrian features, signing and pavement markings, traffic signal installation, and maintenance of traffic.

1.4. The CADD files are available upon request. The data within the CADD files is subject to change and it is the contractor's responsibility to request updates when necessary. Should the contractor choose to generate information from the CADD files, other than that which is shown on the signed and sealed plans, the contractor does so at its own risk.

1.5. Estimated construction cost is $44,351,450.00 and the calendar days to final completion is 1,033.

2. QUALIFICATION REQUIREMENTS

2.1. The prime contractor or subcontractors shall be on the **Current List of FDOT Prequalified Contractors** in the following work classes: Drainage; Flexible Paving; Grading; Guardrail; Pavement Marking; Roadway Signing; Traffic Signal; Hot Plant-Mixed Bituminous Courses; Electrical Work; and Sidewalk.

2.2. Contractor must have been in business under the same name or EIN number for a minimum of 5 years.

2.3. The Successful bidder must possess or purchase a Polk County Local Business Tax Receipt (f/k/a Business License) to do business with the County. A copy of such license or proof of purchase must be provided to the Procurement Division prior to award being made.

2.4. Contractor must provide three (3) references from clients in which the bidder has successfully completed projects similar in scope as the prime bidder, within the past ten (10) 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.

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

2.5. **Percentage of Work**: The prime contractor shall perform a minimum of 40% 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.

3. BASIS OF AWARD

3.1. Lowest responsive and responsible bidder meeting qualifications and specifications.

3.2. A pre-award meeting may be required during the bid analysis phase. Prior to a recommendation of award being issued by the Procurement Director, a pre-award meeting will be conducted with the County, EOR, Construction Project Manager and the apparent low bidder. This pre-award meeting will be conducted to confirm that the apparent low bidder can perform the required services according to the bid document.

A memorandum of understanding between the County and the apparent low bidder shall be executed within 5 days after the pre-award meeting.

4. PERMITS

4.1. The Following permits have been acquired by the County for the project:

SWFWMD; USACOE

4.2. It shall be the Contractor's responsibility to submit the application, pay application fees and acquire the Florida Department of Environmental Protection (FDEP) Generic Permit for Stormwater Discharge from Construction Activities.

4.3. The contractor is required to obtain a Right-of-Entry from CSX prior to performing any work inside CSX right-of-way. County will reimburse the contractor for the costs of the Right-of-Entry. No mark-up is allowed for Right-of-Entry reimbursement. Bidders shall include CSX flagger costs in their Maintenance of Traffic price. Bidders shall include railroad insurance in their Mobilization price. Information on CSX railroad insurance can be viewed in the CSX Public Project Information Manual.

5. CERTIFIED AS-BUILT SURVEY DRAWINGS

5.1. The Contractor shall prepare and provide the As-Built Survey Drawings to the County in .pdf format and AutoCAD format.

6. DEFINITIONS

6.1. "Certified As-Built Survey Drawings": Means as-built or record survey drawings or maps prepared by a Professional Land Surveyor (PLS) or Professional Surveyor and Mapper (PSM) according to the requirements of F.A.C. 61G17-6.005 Construction Layout Survey, Record or As-Built Survey, Quantity Survey. Certified As-Built Survey Drawings includes both hard copy drawings or maps and the electronic files prepared in AutoCAD® format compatible with the County's computer system. The following are minimum requirements to be shown:

- 6.1.1. Roadway Site Perimeter - Sufficient spot elevations to show as-built topography.
- 6.1.2. Driveway Areas - Sufficient spot elevations to show drainage and slopes.
- 6.1.3. Right-of-Way Swale/Drainage - All culvert inverts; swale flow-line grades; beginning and end bottom elevations; highs and lows along top of bank; and size of swale.
- 6.1.4. Underdrains/Pipe Culvert/PVC Sleeves - All inverts, inlet grate and bottom elevations, and sizes.
- 6.1.5. Outfalls - All pipe inverts, weir box elevations, weir elevation, and sizes.
- 6.1.6. Roadway/Off Site Drainage - All inverts; manhole top elevation; grate top elevations all storm and sanitary, if applicable.
- 6.1.7. Pavement width; curb width; shoulder width; sidewalk and bike path widths, every 100 feet.
- 6.1.8. Elevations; sidewalk; bike path; top and bottom of curb; edge of pavement; and center line of road, every 100 feet.
- 6.1.9. Install new roadway alignment control points upon final roadway completion. Include all intersections and side streets. Latitude, departure and elevations for all control points.
- 6.1.10. Stations and offsets, all structures (including power poles, drainage structures, etc.)

6.2. "County Project Manager": Means the person designated as an agent or representative of the County for the purpose of directing or being in charge of the work embraced in this contract.

6.3. "FDOT": Means the Florida Department of Transportation.

6.4. "Inspector": Means the Professional's person designated as an agent or representative of the County to perform construction inspection.

6.5. "Plans": Means certified construction drawings prepared by the Engineer of Record (EOR).

6.6. "Specialty Engineer": Means a Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific portions of the project work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant. The Specialty Engineer must be

qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation. For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications: (1) Registration as a Professional Engineer in the State of Florida; (2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

6.7. "Utility Work by Highway Contractor": Means utility work described plans prepared by a utility owner and made a part of this Contract by agreement with the County.

6.8. "Bridge" – a structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along he center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.

7. GENERAL

7.1. The Contractor is solely responsible for all work called for in the Contract Documents according to the terms of the Contract Documents and this responsibility cannot be transferred to subcontractors.

7.2. The hierarchy of authority for this contract shall be:

- First (Highest): Polk County Director of Roads & Drainage
- Second: Polk County Engineering Manager
- Third: Polk County Project Manager

7.3. No work shall be performed under the provisions of this contract on any properties outside the limits of the project area without prior written permission of the lawful affected landowner. Any such permission shall be obtained by the Contractor and shall identify the provisions under which such work is to be performed and written permission obtained shall be provided to the County Project Manager prior to the associated work being performed. The Contractor shall not be compensated for any work outside the project area and shall hold the County harmless for all liabilities associated with said work outside the project area.

7.4. Upon execution of the Contract, the County reserves the right to conduct an audit of the Contractor's records pertaining to the project. The County or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter.

8. FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

8.1. When the Standard Specifications, Special Provisions, Supplemental Specifications or Technical Special Provisions refer to:

8.1.1. "The Engineer" in the role of construction inspection and construction management, this term is the same as "Construction Project Manager" as defined in the Contract Documents.

8.1.2. "The Department" or "FDOT" in the role of owner of the project, the interpretation of the document shall be that the reference is to the County as the owner of the project.

8.1.3. "State Road," it shall mean any public roadway.

8.1.4. "The Department's acceptance tests," it shall mean the tests adopted by the County.

8.1.5. "The District and/or Central Labs," it shall mean the Contractor's testing subcontractor authorized by the County.

8.2. If any conflicts exist between the specifications prescribed in the Contract Documents, the more stringent requirement shall apply. In case of discrepancy, the governing order of the contract documents is as follows:

1. Special Conditions
2. Technical Special Provisions
3. Plans
4. Road Design, Structures and Traffic Operations Standards
5. General Conditions
6. FDOT Supplemental Specifications
7. Standard Specifications
8. Supplementary Conditions (JPA / Utility)

Computed dimensions govern over scaled dimensions.

8.3. FDOT Standard Specification Section 9-2.1.2 Bituminous Material shall apply to this contract.

8.4. FDOT Standard Specifications 9-1.3, 9-3.1, 9-3.2 shall apply to this contract.

8.5. In sub article 9-3 of the FDOT Standard Specifications the reference to 4-3.2 is changed to County General Condition Article 11.

9. TESTING AND INSPECTIONS

9.1. The Contractor is responsible for all required testing on the project except when the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any Work to be inspected or tested by someone other than the Contractor. For these inspections and testing, the Contractor shall give the County 48-hours notice to prepare for the required inspections or testing. All such inspections, tests or approvals performed by the County shall be identified in writing by the County Project Manager to the Contractor as well as the name of the testing facility that will be performing the inspections and testing.

9.2. Except as described above, all inspections, tests or approvals shall be at the Contractor's expense and shall be included in the unit cost for the appropriate pay item. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the Contractor will furnish the County Project Manager with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material (ASTM) or such other applicable organizations as may be required by law or the Contract Documents. Material or

Work in place that fail to pass acceptability tests shall be retested at the direction of the County Project Manager and at the Contractor's expense.

9.3. No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the County. With the exception of Asphalt Plant, The County Project Manager's staff is responsible for required verification testing on the project and will coordinate this work with the Contractor's Quality Control Manager. If there is a discrepancy between the contractor's quality control test and the County Project Manager's verification test, and if either one of the tests fail to meet minimum Specification requirements, both parties will jointly take a split resolution sample and deliver the sample to a pre-determined, independent testing lab contracted by the County. The independent testing lab will not be the same lab providing verification testing services for the County. The results from the independent resolution lab shall be used and accepted by both parties as the final testing results representing the portion of material in question.

10. MATERIALS

10.1. The Contractor shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the County immediately upon delivery or as soon thereafter as is practical.

10.2. Arrangements for storage areas for materials and equipment shall be the responsibility of the Contractor. Before mobilizing or storing any materials or equipment, the Contractor shall identify the areas to be used for storage in writing to the County. If property other than County right-of-way is proposed for storage, the Contractor shall provide the County a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property.

11. WORKSITE VISIBILITY

11.1. No work shall be performed when the visibility is less than two (2) times the Stopping Sight Distance for the highest regulatory posted speed through the project area as defined in the FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways. Visibility distance shall be measured in all directions of travel and at locations and directed by the County. Contract time extensions for substandard visibility shall be assessed according to Article 13 of the General Conditions.

12. FIELD OFFICE

12.1. When a Field Office is included in the Contract, the unit cost for the Field Office shall include electric, telephone, water, sanitary and high-speed internet, including all required application and inspection fees and deposits.

13. EROSION CONTROL

13.1. The Contractor shall conform to the requirements of Polk County Ordinance No. 93-06 and the FDOT Standard Specifications Section 104.

13.2. When erosion control devices or measures fail to prevent erosion or pollution, the Contractor shall be responsible for removing or cleaning up the eroded materials or pollution to the satisfaction of the County and/or State agency having jurisdiction at no additional cost to the County.

13.3. The Contractor shall remove and dispose of temporary erosion control devices after construction and/or establishment of the associated permanent erosion control devices or as directed by the County. The cost for removal shall be included in the unit price for the individual erosion control devices.

14. GRASSING

14.1. Immediately before placing or installing grassing of any type (i.e., seed, seed and mulch, sod), the Contractor shall shape and rake the prepared soil surface by hand. The cost for shaping and raking shall be included in the unit price for the associated grassing pay item.

15. MAINTENANCE OF TRAFFIC

15.1. The terms Traffic Control Plan (TCP) and Maintenance of Traffic Plan (MOT Plan) are intended to be synonymous. The term Maintenance of Traffic (MOT) is the function presented in the TCP.

15.2. If a TCP is provided in the construction plans and the Contractor intends to use that plan to maintain traffic, the Contractor shall provide a letter to the County stating that the provided TCP will be implemented for this contract. The Contractor may propose an Alternative TCP in accordance with FDOT Standard Specification Section 102 for consideration by the County. Any alternative TCP must be approved by the County before it can be implemented and shall be prepared at no additional cost to the County.

15.3. If a TCP is not provided in the construction plans, the Contractor shall prepare a TCP according to the requirements of the FDOT Plans Preparation Manual, the FDOT Roadway and Traffic Design Standards and the FDOT Standard Specifications for Road and Bridge Construction. The TCP shall be prepared by, and signed and sealed by, a Specialty Engineer that is certified by a FDOT approved training agency which meets the FDOT maintenance of traffic training requirement for advanced training. The Contractor shall submit a copy of the certification that the Specialty Engineer is certified by a FDOT approved training agency that meets the FDOT maintenance of traffic training requirement for advanced training. The cost for preparing the TCP shall be included in the lump sum unit price for pay item 102-1 Maintenance of Traffic LS.

15.4. The Contractor shall provide the County a copy of the contractor's Worksite Traffic Supervisor certification that satisfies the requirements of FDOT Standard Specification 105-8.3.

15.5. All lane and/or road closures require approval of the County. The Contractor shall submit a completed Request for Lane or Road Closure form to the County Project Manager at least 14 calendar days before the date of the proposed closure. The request must include a complete Traffic Control Plan showing the proposed closure and locations of all signs and traffic control devices. No closures shall be implemented without County approval.

16. UNDERGROUND FACILITIES

16.1. The location(s) of the utilities shown in the plans (including those designated Vv, Vh and Vvh) are based on limited investigation techniques and should be considered approximate only. The verified locations/elevations apply only at the points shown. Interpolations between these points have not been verified.

17. HISTORICAL AND ARCHAEOLOGICAL

17.1. If historical or archaeological artifacts are discovered at any time on the project site, the Contractor must notify the County, the Water Management District, the Florida Department of State and the Division of Historical Resources. The Contractor shall follow any rules or requests from agencies with jurisdiction. If required to stop work, delay work or perform extra work in the affected area, delays and additional costs will be considered an unforeseen difficulty according to the General Conditions.

18. EMERGENCIES

18.1. In the event of an emergency, the Contractor shall immediately notify the County Project Manager.

19. CONTAMINATION

19.1. Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Contractor to stop the leak. The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the County.

20. SAFETY

20.1. The Contractor is responsible for providing for the safety of all Contractor's or subcontractors personnel working in the Project Area.

20.2. The Contractor is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. The Contractor is responsible for contacting Sunshine State One-Call of Florida, Inc.(Sunshine 811), at 811 or 1-800-432-4770 or www.sunshine811.com, no less than two (2) business days (48 hours) and no more than 5 business days before beginning any excavation, the Contractor provide notification according to the procedures of the F.S. Chapter 556.

21. WORK AREA CLEAN-UP REQUIREMENTS

21.1. During the progress of the Work, the Contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the Work.

21.2. Following completion of the Work, Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the County at substantial completion of the Work.

22. WORK STOPPAGE

22.1. From time to time, it may be necessary for the Contractor to stop a portion of the work or all work to accommodate a civic function. If the Contractor will be

required to stop work, the County Project Manager shall notify the Contractor a minimum of five (5) Working Days before any requested work stoppage. Following resuming work, the Contractor and the County Project Manager shall agree to and document the number of additional Days to be added to the Contract Time to accommodate the requested work stoppage.

23. VIDEO RECORDS

23.1. Pre-Construction Video Record: Before beginning mobilization activity, the Contractor shall video record the existing conditions in the project area before the start of any construction activity. The video recording shall document the condition of all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction. The video recording shall be delivered to the County Project Manager 14 days prior to the start of any construction activity for review and approval.

23.2. Post-Construction Video Record: In addition to the video recording requirements of FDOT Standard Specification 430-4.8, within ten (10) calendar days after the date of final completion the Contractor shall video record the finished project. The video recording shall document the condition of the finished construction project, all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction.

23.3. All video records shall be delivered to the County Project Manager on digital video disk (DVD) or USB flash drive in a format compatible with Microsoft Media Player and labeled with the project number, project name, date and subject, and the name, address and telephone number of the Contractor and the company responsible for recording the video record. The cost for the Pre-Construction Video Record, Post-Construction Video Record and the required DVD or USB flash drive copies shall be included in the lump sum bid unit price for 101-1 Mobilization.

24. APPLICATION FOR PROGRESS PAYMENT

24.1. By signing and submitting an Application for Payment the Contractor certifies that all work and/or materials storage associated with the quantities in the Application for Payment have been completed in accordance with the Contract Documents.

24.2. When the Contract contains Utility Work by Highway Contractor the Contractor shall prepare a separate Application for Payment for each utility participating in the Utility Work by Highway Contractor. The Contractor shall submit Applications for Progress Payment for progress successfully performed and completed for each calendar month during the term of the contract.

24.3. In addition to the requirements of General Conditions 17.6 and 17.7, the final completion and waiver of claims will not be accepted by the County until the Certified As-Built Survey Drawings have been reviewed and accepted by the County and the required number of sets of the accepted Certified As-Built Survey Drawings and electronic files, and the Certificate of Final Completion have been received by the County.

24.4. Each Application for Payment submitted by the Contractor shall include a copy of all invoices for stored materials and the materials certifications for all materials stored or used in the work that is included in said Application for Payment.

25. LIQUIDATED DAMAGES

25.1. The parties acknowledge that it would be difficult or impossible to accurately determine the amount of actual damages the County would or may incur as a consequence of the Contractor's failure to timely deliver the Project Work in accordance with the Contract Documents. Accordingly, in lieu of assessing actual damages if the Contractor fails to timely deliver Project Work, the parties confirm that: (i) the assessment of liquidated damages is reasonable and appropriate; (ii) the terms and the amount(s) of the liquidated damages stated below are reasonable; and (iii) the liquidated damages will be assessed as the County's remedy under such circumstances and not as a penalty.

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

25.3. Liquidated Damages in the amount of $10,244.00 plus 0.005% of any amount over $40 million (round to the nearest whole dollar) per calendar day as authorized by Florida Statutes Section 337.18(2) shall be assessed.

26. PERFORMANCE EVALUATIONS

26.1. The Contractor will be evaluated on the performance of work and administration of the contract. Deficiency letters may be issued to the Contractor by the County for any work or activity of the Contractor or their subcontractors that does not satisfy the terms or intent of the contract. Deficiency letters will be a part of the interim and final Contractor performance evaluations of the contract.

27. PROJECT CONTINGENCIES

27.1. The Bid Form includes $500,000.00 in contingency funds. The contingency funds are divided into five categories. The County shall approve charges against contingencies prior to invoicing. Any established unit prices shall prevail. If there are no unit prices established for the work, then the Contractor shall be reimbursed as defined in the General Conditions. The contingency funds will be used for actual work (time and materials). The contingency funds will not be used for any delay cost but may only be used for unforeseen conditions as determined by and agreed to by the County. The project contingencies have been defined as follows:

27.1.1. Roadway: $500,000.00.

28.

"To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor.

The foregoing indemnification shall not constitute a waiver of the Department's or County's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify County for the negligent acts or omissions of County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

29. Damage Recovery

29.1. **Damages Suffered by Third Parties**: In addition to the damages provided for in 8-10.2 and pursuant to Section 337.18 of the Florida Statutes, when the Contractor fails to complete the work within the Contract Time the Department may recover from the Contractor amounts that the Department pays for damages suffered by third parties unless the failure to timely complete the work was caused by the Department's act or omission.

29.2. **Damage Recovery/User Costs**: A damage recovery/user cost will be assessed against the Contractor if all lanes are not open to traffic during the times as shown in the Traffic Control Plans. Costs will be assessed beginning at the appropriate time as shown in the Traffic Control Plans and continue until all lanes are open as recorded by the Engineer. This assessment will be in the following amounts:

First 30 minutes and under: $10,000.00

Each additional 30 minute period or portion thereof: $2,000.00

Such costs will not exceed $29,000.00 over a 24 hour period.

At the discretion of the Engineer, damage recovery/user cost will not be assessed for failure to open traffic lanes if such cause is beyond the control of the Contractor, i.e., catastrophic events, accidents not related or caused by the Contractor's operations.

The Department will have the right to apply as payment on such damages any money which is due to the Contractor by the Department.

30. MISCELLANEOUS

30.1. The regular working hours for Polk County are Monday through Friday from 7:00 am to 5:30 pm. Permission to work outside of the regular work hours must be requested a minimum of two working days in advance from the Construction Project Manager. Permission to work on County holidays must be requested a minimum of two working days in advance from the Construction Project Manager.

30.2. Article 27 of the General Conditions is modified as follows: The Contractor shall utilize E-Verify. The use of E-Verify is mandatory on this project.

30.3. In accordance with the State Funded Grant Agreement, Section 8.c, the Contractor and their subcontractors shall comply with all terms and conditions of the State Funded Grant Agreement and all federal, state, and local laws and regulations applicable to this project.

30.4. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the County.

30.5. In accordance with FS 20.055(5), It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to

cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Contractor and subcontractors will comply with this statute.

30.6. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

ATTENTION BIDDERS

The Successful Bidder must register in our new Vendor Database if you have not already done so prior to award of this bid. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

http://www.polk-county.net/boccsite/Doing-Business/Vendor-Registration/

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future bids and quotes.

Exhibit "A"

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

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

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

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

SIGNATURE: _____

COMPANY NAME:_____

DATE: _____

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

Part C – BID SUBMITTAL
(Unit Price)

NAME OF PROJECT: BID #25-420, Thompson Nursery Road extension phase 1 - Segment 1

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

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

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

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

***NOTE: ALL UNIT PRICE PAGES MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT WILL CAUSE THE BID TO BE REJECTED.**

1. **BID PRICE** $_____$
(Note: This total represents the sum of the unit prices on the Bid Sheet.)

WRITTEN AMOUNT (SPELL OUT)

_____ DOLLARS

_____ CENTS

2. **CONTRACT TIME TO COMPLETE THIS PROJECT** _____1,033_____ CALENDAR DAYS

3. **NAME OF BIDDER:** _____
(typed or printed: firm, corporation, business or individual)

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

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

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

_____
Polk County Local Business Tax Receipt

ADDENDUM CONFIRMATION

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

Addendum No._____ Date__

Addendum No._____ Date__

Addendum No._____ Date__

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

Submittal Date _____
(Bid Receiving Date)

BIDDER: _____

BY: _____
(Authorized Signature – in ink)

_____
(Printed Name of Signer)

_____
(Printed Title of Signer)

_____
Address City State Zip Code

_____
Telephone Number

_____
Email Address

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

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

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL
STATE OF _____ County OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this_____(Date) By _____(Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____
_____ (Official Notary Signature and Notary Seal)
_____ (Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP
STATE OF _____ County OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____ (Name of acknowledging partner or agent) on behalf of _____a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____
_____ (Official Notary Signature and Notary Seal)
_____ (Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

PART D – EXHIBITS

EXHIBIT I

BID BOND

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

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of

_____

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

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

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____day of_____20__.

ATTEST:

PRINCIPAL:_____

_____
Witness

BY:_____(SEAL)
Authorized Signature (Principal)

_____
Witness

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

SURETY:_____
Printed Name

_____
Witness

BY:_____(SEAL)
Attorney in Fact

_____
Witness

_____
Printed Name

_____
Business Address

_____

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

EXHIBIT II: PERFORMANCE BOND

FRONT PAGE
F.S. CHAPTER 255.05

BOND NO.: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY: _____

_____

_____

OWNER NAME: Polk County, a political subdivision of the State of Florida
OWNER ADDRESS: 330 W. Church St
Bartow, FL 33830
OWNER PHONE NO: (863) 534-6757

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

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: $_____

CONTRACT NUMBER: _____

GENERAL DESCRIPTION OF PROJECT: _____

_____

_____

PROJECT LOCATION: _____

EXHIBIT II (cont'd): PERFORMANCE BOND

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

THE CONDITION OF THIS BOND is that if the Principal:

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

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

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

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

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

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

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

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

ATTEST: PRINCIPAL: _____

BY: _____(SEAL)

Witness: _____ Authorized Signature (Principal)

Printed Name: _____

Witness: _____ Title of Person Signing Above:_____

ATTEST: SURETY: _____

(Printed Name)

Witness: _____ BY:_____ (SEAL)

Attorney in Fact

Witness: _____ Printed Name _____

Business Address _____

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

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

EXHIBIT III: PAYMENT BOND

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

THE CONDITION OF THIS BOND is that if the Principal:

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

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

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

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

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

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

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

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

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

ATTEST: PRINCIPAL: _____

BY: _____(SEAL)

Witness: _____ Authorized Signature (Principal)

Printed Name: _____

Witness: _____ Title of Person Signing Above:_____

ATTEST: SURETY: _____

(Printed Name)

Witness: _____ BY:_____ (SEAL)

Attorney in Fact

Witness: _____ Printed Name _____

Business Address _____

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

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

EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of_____)
SS
County of_____)

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

1. They are_____of_____, the Bidder that has submitted the attached Bid;

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

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

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

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

Signed _____

Title _____

Subscribed and sworn to before me this_____day of_____, 20 _____

_____

_____
(Title)

My Commission expires _____

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of_____)
SS
County of_____)

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

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

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

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

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

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

Signed_____

Title_____

Subscribed and sworn to before me this_____day of_____, 20_____

_____

_____
(Title)

My Commission expires_____

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK
BID # 25-420

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid #25-420.
- Understands that at the pre-award meeting they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal at the pre-award meeting unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be **non-responsive.**

Bidder must sign and have notarized:

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

Dated this_____day of_____, 20 ____

Name of Firm _____

By _____

_____
Title of Person Signing

Subscribed and sworn to before me this_____day of_____, 20 _____

_____

_____
(Title)

My Commission expires _____

Omitted intentionally, not applicable with State funding.

EXHIBIT VI-B
GOOD FAITH EFFORT DOCUMENTATION

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

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

EXHIBIT VII
TRENCH SAFETY ACT COMPLIANCE
TRENCH EXCAVATION SAFETY SYSTEM AND
SHORING, SPECIAL (TRENCH EXCAVATION)

Trench Excavation Safety System and Shoring, Special (Trench Excavation)

General:

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

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

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

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

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

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

Contractor's Name: _____
Address: _____
_____

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

YES_____NO ____

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

YES_____NO ____

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

YES_____NO ____

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

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

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

_____
Printed Name

_____
Title

_____
Signature

_____
Date

EXHIBIT IX

DRUG-FREE WORKPLACE FORM

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

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

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

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

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

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

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

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

_____
Bidders Signature

_____
Date

EXHIBIT X

SAFETY REQUIREMENTS/REGULATIONS

Bidder must sign and have notarized:

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

Dated this_____day of_____, 20 ____

Name of Firm _____

By _____

_____

Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

This day of_, 20 _____

Notary Public:_____

My Commission Expires:_____

GENERAL CONTRACTOR APPLICATION AND CERTIFICATE FOR PAYMENT

Exhibit XI

TO: POLK COUNTY BOARD OF COUNTY COMMISSIONERS

Application Date: _____

Page _____ of _____ page

CONTRACTOR: _____

REMIT TO: _____

Application No.: _____

Contract No.: _____

PO No.: _____

PROJECT: _____

Period From: _____

To: _____

CHANGE ORDER SUMMARY			
Change Orders approved this month			
Number	Date Approved	ADDITION	DEDUCTION
TOTAL		$ -	$ -
Approved in previous months			
Number	Date Approved		
TOTALS		$ -	$ -
Net change by Change Orders			$ -

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. **ORIGINAL CONTRACT SUM**		
2. Net change by Change Orders		$ -
3. **CONTRACT SUM TO DATE** (Line 1 +/- 2)		$ -
4. **TOTAL COMPLETED & STORED TO DATE** (Col. G)		
5. **RETAINAGE**		
a. ___5___% of Completed work (Column D + E)		
b. ___5___% of Stored Material (Column F)		
Total Retainage (Line 5a + 5b)		$ -
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		$ -
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from previous application)		
8. **CURRENT PAYMENT DUE**		$ -
9. **BALANCE TO FINISH, WITH RETAINAGE** (Line 3 less Line 6)		$ -

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the County, and that current payment shown herein is now due.

CONTRACTOR: _____

By _____ Date _____

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____, 20

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Professional

By Date

Notary Public:

My Commission expires:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

COUNTY: By:

Authorized Signature Date

UNIT PRICE **SCHEDULE OF VALUES**

A	B	C	C1	C2	D	E	F	G	H	I	J	K
					WORK COMPLETED							
Item No. Include MBE Extension)	Description	Scheduled Value	Quantity	Unit Price	Previously Completed	Quantity Complete this period	Cost this period	Materials presently stored	Total Stored and Completed to date	% Complete	Balance to Finish	Total Retainage to date
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
Allowance							$ -		$ -	#DIV/0!	$ -	$ -
Page Total		$ -			$ -	$ -	$ -	$ -	$ -		$ -	$ -
Totals		$ -			$ -	$ -	$ -	$ -	$ -		$ -	$ -

LUMP SUM **SCHEDULE OF VALUES**

A	B	C	D	E	G	H	I	J	K
			WORK COMPLETED						
Item No. Include MBE Extension)	Description	Scheduled Value	Previously Completed	Quantity Complete this period	Materials presently stored	Total Stored and Completed to date	% Complete	Balance to Finish	Total Retainage to date
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -

						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
Allowance						$ -	#DIV/0!	$ -	$ -
Page Total		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Totals		$ -	$ -	$ -	$ -	$ -		$ -	$ -

EXHIBIT XII
CONTRACTOR CERTIFICATION OF
DISBURSEMENT OF PREVIOUS PROGRESS PAYMENT TO SUBCONTRACTORS

DATE _____

PROJECT: _____ CONTRACT NO. _____

_____ PROGRESS PAYMENT NUMBER: _____

_____

_____

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

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

_____ **Subcontractor or Supplier Name**

_____ **Street Address**

_____ **City, State and Zip**

_____ **Subcontractor or Supplier Name**

_____ **Street Address**

_____ **City, State and Zip**

State of Florida
County of _____
Sworn to and subscribed before me this _____ day of by

_____
(Print name of authorized person signing Certification)

_____
(Notary Public) **Commission Expires**

Personally known_____OR Produced Identification_____

Type of Identification Produced _____

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

_____
Contractor

_____
By

_____
Title

Instructions:

1. Attach a copy of each good cause notification referenced above that has been sent to each Subcontractor and Supplier listed on this Certification.
2. Attach a list of all Subcontractors and Suppliers that have not yet been paid their proportionate share of any other progress payments previously received by the Contractor stating the date the Contractor first reported the nonpayment and the status of resolving the payment issue.
3. To be acceptable, this Certification must be executed by an officer or director with the authority to bind the Contractor and must be properly notarized.
4. This Certification must be submitted to the Professional with the Application for Payment for the requested Progress Payment.
5. A separate Certification is required for each Contract the Contractor has with the County.

TN08/2010

EXHIBIT XIII
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: _____ County's Project No.: _____

Contract No: _____ Contract Date: _____

Notice to Proceed Date: _____ Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on _____. This Certificate of Substantial Completion applies to all Work or a specified portion thereof under the Contract Documents.

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

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

Contractor: _____
(Typed Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: _____
(Typed Name & Title)

By: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XIV
CERTIFICATE OF FINAL COMPLETION

Project: _____ County's Project No.: _____

Contract No.:_____ Contract Date:_____

Notice to Proceed Date:_____ Completion Date: _____

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

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

Contractor: _____
(Typed Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: (Typed Name & Title)

By: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XV
MATERIALS AND EQUIPMENT STORED ON SITE

Contractor's Estimate No._____Project _____
Period_____to_____Page____ of Preparer
(signature & typed name)_____

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

EXHIBIT XVI
ALLOWANCE AUTHORIZATION RELEASE (AAR)

PROJECT:

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS
BARTOW, FLORIDA 33830

AAR NUMBER:
CONTRACT NO.:
CONTRACTOR:

ARCHITECT/ENGINEER:

DESCRIPTION OF ALLOWANCE WORK:

Reason for change:

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

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

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

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

CONTRACTOR:_____

Date: _____

COUNTY:_____
Department Director

Date: _____

ARCHITECT/ENGINEER: _____

Date: _____

AAR over $25,000.00 **BOARD OF COUNTY COMMISSIONERS:** _____
CHAIRMAN

Date: _____

EX XVI - 1

EXHIBIT XVII
CHANGE ORDER

PROJECT: **CHANGE ORDER NUMBER:**
BID NO.: **CONTRACT NO.:**

CONTRACTOR:

POLK COUNTY,
A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA

ARCHITECT/ENGINEER:

DESCRIPTION OF CHANGE ORDER:

Contract is changed as follows:

ARCHITECT/ENGINEER:_____
Date:_____Signature

Not valid until signed by the County and Contractor.

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

Contract Time will be increased by_____days.
Date of substantial Completion as of the date of this Change Order therefore is _____

The above changes are accepted by:

CONTRACTOR:_____Date:_____

YOU ARE HEREBY AUTHORIZED TO MAKE THE CHANGES NOTED ABOVE:

COUNTY: POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

_____
Division Director Date

(Change order increases require Board approval)

Reviewed as to form and legal sufficiency:

_____ _____
County Attorney's Office Date County Manager or designee Date

_____
CHAIRMAN **Date**

04/04/2016

EX XVII-1

EXHIBIT XVIII
CERTIFICATE OF COMPLIANCE

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

Bid # 25-420

_____
Contractor

_____
Signature

_____
Printed Name of Signer

_____
Date

EXHIBIT XIX
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-420, Thompson Nursery Road Extension – Segment 1

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT XX
STATEMENT OF NO BID

If submitting a "NO BID", Bidder shall return this form to the Polk County Board of County Commissioners Procurement Division, 330 West Church Street, Room 150, Bartow, Florida 33830.

We have declined to bid on Contract Bid File: for the following reasons:

____ Specifications too "restrictive" i.e., geared toward one brand of manufacturer (please explain below).

____ Insufficient time to respond to invitation for bid.

____ We do not offer this product or service.

____ Our schedule would not permit us to perform.

____ Unable to meet specifications.

____ Unable to meet bond or insurance requirements.

____ Specifications unclear (please explain below).

____ Other (please specify below).

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

Typed Name and Title

Signature

Company

Address

Telephone Number

Date

Transportation Division

Jay M. Jarvis, P.E.
Director

EXHIBIT XXI – Lane Closure

3000 Sheffield Road
Winter Haven, Florida 33880

Phone: (863) 535-2200
Fax: (863) 534-7339

POLK COUNTY

Board of County Commissioners

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR LANE CLOSURE:

LANE CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF LANE CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

NOTIFICATION: Newspapers, Information to PIO; Transportation will notify all emergency agencies, other County agencies, and BoCC.

Note: This lane closure request must be received by the Transportation Division at least **(7) working days** prior to the anticipated start date of the lane closure. Please submit **completed** form to; *roadclosurecoordinator@polk-county.net*

Attach Map and/or Detour

Reviewed by:

Joe Montoya, P.E. Date
Inspection & Testing, Engineering Manager

Approved by:

Amy J. Shafer, P.E. Date
Traffic Engineer

Jay M. Jarvis, P.E. Date
Transportation Division Director

This notice is provided as a public service by Polk County Transportation Division.

Equal Opportunity Employer

Roads & Drainage Division

Jay M. Jarvis, P.E.
Director

EXHIBIT XXII – Road Closure

POLK COUNTY
Board of County Commissioners

3000 Sheffield Road
Winter Haven, Florida 33880

Phone: (863) 535-2200
Fax: (863) 534-7339

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR CLOSURE:

ROAD CLOSURE JUSTIFICATION:
ANTICIPATED START DATE:
ESTIMATED DURATION OF CLOSURE:
ESTIMATED DURATION OF PROJECT:
CONTACT PERSON/AGENCY:
PROJECT MANAGER/AGENCY:
NOTIFICATION: Newspapers, Information to PIO; Transportation will notify all emergency agencies, other County agencies, and BoCC.

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR LANE CLOSURE:

LANE CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF LANE CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

NOTIFICATION: Newspapers, Information to PIO; Roads & Drainage will notify all emergency agencies, other County agencies, and BoCC.

Note: This road closure request must be received by the Roads & Drainage Division at least **(10) working days** prior to the anticipated start date of the road closure. Please submit **completed** form to; *roadclosurecoordinator@polk-county.net*

Attach Map and/or Detour

Reviewed by:

Joe Montoya, P.E. Date
Inspection &Testing Section, Engineering Manager

Amy J. Shafer, P.E. Date
Traffic Engineer

Approved by:

Jay M. Jarvis, P.E. Date
Transportation Division Director

William D. Beasley, P.E. Date
Deputy County Manager

Road closures are granted only when no other feasible alternative exist and for the shortest period of time possible to accomplish the specific activity. Please provide specific information justifying the need and time required for the closure.

This notice is provided as a public service by Polk County Roads & Drainage Division.

EXHIBIT XXIII
WORK PLAN
CONTROLLING ITEM OF WORK

POLK COUNTY PROJECT NO. _____ CONTRACT NO. _____

In accordance with the accepted work schedule, the controlling items of work for the period (weekly / bi-weekly) from

_____ to _____ are as follows:

Description	Location/Limits

Prime Contractor or Subcontractors will work: 5 day work week _____ 6 day work week
7 day work week _____ Other

Contractor's comments:

Submitted by: _____
Contractor's Representative (signature) Date

Project Engineer's comments:

Approved by: _____
Project Engineer (signature) Date

Distribution: Original - Project File
1 Copy - Contractor (as requested)

SCRUTINIZED COMPANIES CERTIFICATION

EXHIBIT XXIV

(Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid 25-420

PROJECT NAME: Thompson Nursery Road Extension – Segment 1

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 Florida Statutes, Section 287.135:

(i) the Contractor is not on the Scrutinized Companies with Activities in Sudan List; and

(ii) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

(as both such lists are created pursuant to Florida Statutes, Section 215.473); and

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

(iv) the Contractor was not on either of the foregoing lists or conducting business operations in Cuba or Syria when it submitted its bid to the County; and

(v) 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; and

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

Executed this_____day of_____, 20__.

ATTEST:

_____
a corporation

By:_____

PRINTED NAME:_____

Its:_____

By: _____

PRINTED NAME: _____

Its: _____

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

PROJECT NAME: _____

The undersigned, as an authorized officer of the contractor identified below (the "Contractor"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "County"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "Contract"), as follows:

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

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

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

Executed this _____ day of _____, 20__.

ATTEST:

By: _____
PRINTED NAME: _____
Its: _____

CONTRACTOR:

By: _____
PRINTED NAME: _____
Its: _____

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

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

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

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

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

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

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

Under penalties of perjury, I _____(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 _____.

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 Substantial Completion within _____ calendar days from the Start Date memorialized within the Notice to Proceed. 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 _____ 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 _____ days. The allowance time for this project is _____ days.

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

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

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

Article 8. Contract Documents: The Contactor 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

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

_____
County Attorney's Office Date

ATTEST:

_____
Corporate Secretary

SEAL

CONTRACTOR:_____

BY:_____
Authorized Corporate Officer or Individual

_____
(Printed or Typed Name of Signer)

_____
(Printed or Typed Title of Signer)

_____
(Business Address of Contractor)

_____
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

PART F

CONSTRUCTION PLANS, TECHNICAL REPORTS & SPECIFICATION PACKAGE

Thompson Nursery Road Extension – Segment 1

To receive a copy of **Specifications and Drawings**, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**Bid 25-420 Thompson Nursery Road.zip**", select "Open" or "Save As" to download the Bid documents, drawings, technical specifications, Excel Bid Sheet, and Excel exhibits. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

December 3, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1

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

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, January 21, 2026, prior to 2:00 p.m.

The **MANDATORY** pre-bid meeting has been rescheduled and will be held Monday, January 12, 2026, at 9:00 a.m. in the Roads and Drainage conference room, located at 3000 Sheffield Road, Winter Haven, FL 33880. An authorized representative or agent of the Bidder must be present at this meeting in person as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's bid will be considered non-responsive

Respectfully,

Ken Brush

Ken Brush
Procurement Contracts Manager
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: _____

January 9, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 2
BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1
FPID# Project No. 452355-1-54-01

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

The Bid Receiving Date has been extended two (2) weeks. The revised Bid Receiving Date is Wednesday, February 4, 2026, prior to 2:00 p.m. The Question Deadline is extended to January 21, 2026, at 4:00 p.m.

Additional documents have been added to the FTP site. To obtain a copy of the CAD Files, Geotechnical Reports, copy of the grant agreement, and Water Main Specifications 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 25-420, Thompson Nursery Road.zip**", select "Open" or "Save As" to download the Bid documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Respectfully,

Ken Brush
Ken Brush
Procurement Contracts Manager
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: _____

January 16, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3
BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1

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

Contained within this addendum: This addendum serves as formal notification that administrative responsibility for this solicitation has been reassigned.

From: Ken Brush
To: Tabatha Shirah
New Point of Contact Email: tabathashirah@polkfl.gov

Effective immediately, all communication related to this solicitation must be directed to Tabatha Shirah at the email address listed above.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

January 27, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 4
BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1
FPID# Project No. 452355-1-54-01

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: Bid Receiving Date Extension.

The Bid Receiving Date has been extended two (2) weeks. The revised Bid Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m. The deadline for submitting questions has passed, and no additional questions will be accepted.

Respectfully,

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: _____
Title: _____
Company: _____

February 11, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 5
BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1
FPID# Project No. 452355-1-54-01

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

Contained within this addendum: questions & answers, revision, revised bid sheet & plans on the FTP Site and Bid Receiving Date Extension.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, February 25, 2026, prior to 2:00 p.m. The deadline for submitting questions has passed, and no additional questions will be accepted.

To obtain a copy of the revised bid sheet and plans please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder **"Bid 25-420, Thompson Nursey Road"**, select "Open" or "Save As" to download the documents from folder **"Bid 25-420, Addendum 5 Documents."** 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
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: _____
Title: _____
Company: _____

ADDENDUM # 5
BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

Revision 1

Bid Package, Supplemental Conditions - Item 27.1, page 88:

27.1. The Bid Form includes **$4,500,000.00** in contingency funds. The County shall approve charges against contingencies prior to invoicing. Any established unit prices shall prevail. If there are no unit prices established for the work, then the Contractor shall be reimbursed as defined in the General Conditions. The contingency funds will be used for actual work (time and materials). The contingency funds will not be used for any delay cost but may only be used for unforeseen conditions as determined by and agreed to by the County. The project contingencies have been defined as follows:

27.1.1. Roadway: **$4,500,000.00**

Question 1: The wall elevations and details shown on sheets 399 thru 402 show a 36" Single Slope Traffic Barrier (Index 521-610). Please indicate how this wall is to be paid or please add the appropriate pay item?

Answer 1: Pay item will be added to the plan set. Pay Item # 521-8-7. Quantity = 252 LF

Question 2: Can the bid receiving date be extended for 2 weeks?

Answer 2: See Addendum 4. The revised Bid Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m.

Question 3: Will the Question deadline date be moved or will it remain on December 22, 2025?

Answer 3: See Addendum 2. The Question Deadline is extended to January 21, 2026, at 4:00 p.m.

Question 4: **Geotechnical Report:** We can find no borings, soil information, or geotechnical reports for the proposed pond excavation in regards to the existing soils, and the roadway plans only provide limited boring information. This information is **required** to determine suitability of the existing soils for use in the project embankment. Please provide a full geotechnical report for the project ASAP, specifically including the proposed ponds.

Answer 4: Please refer to the Information Only – Geotechnical folder in the FTP Site provided above.

Question 5: **Existing Structures:** Plan sheets indicate existing structures are within the roadway alignment and project area. Will all existing structures be removed (by others) prior to the project start? Are all existing structures already removed? Please clarify this issue?

ADDENDUM # 5
BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

Answer 5: The County removed all of the structures (homes/buildings) that were located within the R/W parcels and to the best of our knowledge the wells that the County was aware of were abandoned at or around the time of the demolition of the structures. If there are wells (or underground structures, etc.) that we were not aware of, they would need to be addressed by the contractor if discovered during the construction via a change order.

Question 6: **Rail Road Flagmen:** Plan notes and specifications reference use of a Rail Road Flagman when required for work or operations within the RR ROW. Is the County paying for any RR flagmen when needed? Who is responsible for payment for any RR Flagmen if/when required?

Answer 6: Flagmen operations are not required for the design as shown. Florida Midland Rail does not require flagmen during night hour operations. If the contractors means and methods require flagmen the contractor would be responsible for payment.

Question 7: **OBG-03:** Plan page 10, typical section for paved & graded driveways states OBG-03 is to be used as the base material. There is no bid item or quantity provided for OBG-03. Please provide a bid item and quantity for this work if it is required?

Answer 7: The quantity for OBG-03 has been provided under the Summary of Permanent Driveways table, sheet 31. The quantity of OBG-3 will be added to the Summary of Pay Items. Quantity = 334 SY

Question 8: **OBG-10:** Plan page 18, typical section for widening states OBG-10 is to be used as the base material. There is no bid item or quantity provided for OBG-10. Please provide a bid item and quantity for this work if it is required?

Answer 8: The quantity for OBG-10 has been provided under the Summary of Pay Items, Sheet #21. Quantity = 167 SY

Question 9: Can cad files be made available for this project specifically any existing and proposed surface models?

Answer 9: Please see the FTP Site instructions on the first page. The CAD files were added in Addendum 2.

Question 10: There is discrepancy in the length of Retaining Wall 1-3. Plan Sheet No. 399 shows the wall 44.5 ft long, while Wall Dimensions Table in Plan Sheet No. 404 shows Wall 1-3 to be 53 ft 4.75 inches long. Please confirm which is the correct length of Retaining Wall 1-3 and confirm Concrete Quantity?

Answer 10: Discrepancy on data table has been corrected. The correct length of wall segment 1-3 is 44.64 feet. The concrete quantity value of 32 cubic yards is correct as it is based on a Wall 1-3 length of 44.67 feet.

ADDENDUM # 5
BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

Question 11: According to FDOT Index 400-011 there are 3 different schemes for the Gravity Walls. The plans do not show what Scheme is the Gravity Wall in this project. Please confirm which Scheme is the Wall?

Answer 11: Scheme 2.

Question 12: Summary of Pay Items Sheet No. 21 shows Pay Item 400-0-11 with 28 cy. Summary of Walls in Plan Sheet No. 36 shows Pay Item 400-0-11 with 21.7 cy. Please confirm quantity for Pay Item 400-0-11: Concrete Class NS, Gravity Wall?

Answer 12: 28 CY in the Summary of Pay Items is correct. The quantity of 21.7 CY on the Summary of Wall Table is incorrect.

Question 13: Roadway plans Structures S-351 and S-352 appear to be repeated at Station 108+00 and Station 30+45 (Croton Rd). Please clarify these are duplicate and confirm the quantities associated with these structures?

Answer 13: S-351 refers to a curb inlet (P-5) located at STA. 107+65.00. S-352 refers to a manhole (J-7) located at STA. 108+00. Both appear to be displayed in the plans correctly on plan-profile sheet (12).

Question 14: According to the roadway plans, a total of 907 linear feet of 42-inch pipe will be required. However, there is a discrepancy between this quantity and the bid form, which indicates a total of 2,070 linear feet for this item. Please confirm where the additional 1,163 feet of 42-inch pipe will be installed?

Answer 14: 907 linear feet of 42-inch pipe is the correct amount to be required. With a break down of 605 linear feet of Class IV 42" pipe, and 302 linear feet of 42" pipe.

Question 15: Please confirm the removal of existing pipe and the cut and fuse with proposed pipe, shown in Plan sheet C02 of the Water Main Plans, will be able to be done without the need of a wet tap?

Answer 15: Contractor to confirm that isolation of the water main that is directional drilled under US-17 cannot be performed. C01 shows an existing valve to the west of the intersection. If a valve exists at east US-17 drill, closing of the valves shall be coordinated with the City of Eagle Lake. If there is not a valve present between the east end of the directional drill and the existing service to be relocated, a wet tap or line stop can be installed.

Question 16: Please include pay item 0524-001 for Concrete Ditch Pavement?

Answer16: Agreed. Concrete Ditch Pavement to be installed around the Control structures for Ponds 1,2, & 3. Quantity = 12 SY

ADDENDUM # 5
BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

Question 17: According to the Roadway Plans, sheet 402, a 36" Single-Slope Traffic Barrier with Junction Slab will be required on top of the CIP wall. Please include pay item 521-8-7, CONCRETE BARRIER, WITH JUNCTION SLAB, 36" SINGLE SLOPE, missing from the bid form?

Answer 17: Agreed, value will be added to bid form. Quantity = 252 LF

Question 18: Reviewing the cross-section calculations, example at Station 37+00 (sheet 117), it appears that the regular excavation quantity may not include the removal of the existing asphalt and base (6" thick). Please confirm if the excavation quantity was calculated by removing the existing base?

Answer 18: The excavation quantity has not been calculated with the removal of the existing base. The removal of the existing base is included under Clearing and Grubbing under FDOT Specifications 110-2.

Question 19: According to the roadway plans on sheet 293, phases 2 and 3 detour notes, the contractor will be subject to FDOT Specifications 8-10, 8-11, and 8-12. The Damage Recovery provision in Specification 8-12 has been revised for this project to $10,000 for the first 30 minutes, with an additional $2,000 for each subsequent 30-minute period, not to exceed a total of $29,000 over a 24-hour period. Please confirm how Liquidated Damages (8-10) and Damage Recovery (8-12) will be assessed against the contractor if the work is not completed within the maximum allowed detour closure period?

Answer 19: Damage Recovery Specification 8-12 is applied for any non-compliance with lane closure restrictions or non-compliance with restrictions on the duration of road closures and/or detours. Liquidated Damages relate to overall project completion within contract time and apply if the project is not Final Accepted within contract time.

Question 20: Please confirm if railroad insurance will be required for this project?

Answer 20: Please see the "Bid 25-420 Package," page 80 – Permits 4.3, located on the FTP Site. No, separate railroad insurance is not required for this project. The general insurance as currently required cannot exclude railroads, but a separate additional policy is not required

Question 21: If railroad insurance will be required, please provide insurance limits, Number of Passengers, Freight Numbers, Switching Numbers, and Speed?

Answer 21: See response to Question 20 above.

ADDENDUM # 5
BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

Question 22: If railroad insurance is required, please confirm railroad employees (flaggers) will be assigned to work at the job site and will be on the railroad's payroll?
Answer 22: See response to Question 6 and 20 above.

Question 23: Please confirm that all drainage pipes shall be reinforced concrete pipe in accordance with the roadway plans, General Note 21?
Answer 23: Yes, concrete class is further specified for specific pipes within the project with greater loads from depth under soil.

Question 24: According to the FDOT Standard Specifications, "DO NOT INCLUDE TEMPORARY ASPHALT for payment under MOT, LS. Refer to Special Detour, pay item 102-2." Please include Special Detour – Temporary Pavement, SY, Pay item 102-2-200, and provide quantities for temporary asphalt pavement and temporary asphalt overbuild?
Answer 24: Per the plans, the MOT is to be bid as lump sum 1. It is the responsibility of the contractor to determine quantities and costs as needed.

Question 25: Please include Special Detour – Temporary Earthwork/Base, CY, Pay item 102-2-300, and provide quantities?
Answer 25: Per the plans, the MOT is to be bid as lump sum 1. It is the responsibility of the contractor to determine quantities and costs as needed.

Question 26: Please include Temporary Barrier, F&I, Low Profile pay item 102-71-13, and provide quantities?
Answer 26: Per the plans, the MOT is to be bid as lump sum 1. It is the responsibility of the contractor to determine quantities and costs as needed.

Question 27: Please include Temporary Barrier, Relocate, Low Profile Concrete pay items 102-71-23, and provide quantities?
Answer 27: Per the plans, the MOT is to be bid as lump sum 1. It is the responsibility of the contractor to determine quantities and costs as needed.

Question 28: Given that the quantities may differ among contractors, to ensure a fair bidding process, and to promote fair competition. Please include the following pay items missing from the Bid Form in accordance with FDOT Standard Specifications.

- 102-30 – Temporary Highway Lighting ?
- 102-60- Work Zone Sign
- 102- 74- A Channelizing Device
- 102- 76- Arrow Board / Advance Warning Arrow Panel
- 102- 78- A Temporary Raised/Retroreflective Pavement Marker (RPM)
- 102- 99- A Portable Changeable Message Sign- Temporary

- 102-115- Type III Barricade
- 102-150- 1 Portable Regulatory Sign ED
- 102-150- 2 Radar Speed Display Unit ED
- 102-911- A Removable Tape Pavement Marking - White/Black
- 102-912- A Removable Tape Pavement Marking – Yellow
- 706- 1- A Raised Pavement Marker
- 710- 1A-BCD Painted Pavement Markings- MOT applications

Answer 28: Per the plans, the MOT is to be bid as lump sum 1. It is the responsibility of the contractor to determine quantities and costs as needed.

Question 29: Plan Sheet C-04 of Water Main Plans shows proposed 4" and 6" pipe being connected to existing lines but there is no detail as how this connection is to be made. Please provide details to clearly understand the connection for both water main lines?

Answer 29: Contractor is to construct water main as shown to reach property. Contractor to shut off existing valve to turn off service to property. Contractor to remove existing water main and relocate backflow assembly and potable meter to area that is north of the proposed water main, and provide enough room to install the backflow preventer for fire main and meter assembly for potable service. Contractor to install 6" gate valve, then 6" tee to separate water and fire service. Fire service to have 6" proposed water main as shown and to connect to existing 6" water main to reinstate fire service. Contractor to install 6"x4" reducer to provide irrigation and potable service. 4"x4" tee used to separate irrigation stubout and potable water service. Irrigation stubout to include 4" valve with 4" restrained cap. Potable service to have 4" main installed with a 4" restrained cap. Contractor to install 2" plug in center of cap to reduce to 2" potable water service. Contractor to install 2" main to install water meter, then contractor to reconnect meter to existing 2" water service. A detail will be provided to supplement this description.

Question 30: Please confirm Gas line relocation, shown in Plan Sheet C09 of Water Main Plans, will take place before the removal of existing WM pipe & installation of proposed WM line?

Answer 30: Utility Work Schedule from FPU is provided with this addendum. Contractor to coordinate removal schedule as needed.

Question 31: Reviewing the bid documents, it appears that the bid form is missing, only the Excel Bid Sheet has been included. Also, in many cases, a specific bid bond form is required as part of the bid submission, and this form is typically incorporated within the bid form package. The bid bond form is essential for us to initiate the process of requesting our bid bond, which generally takes approximately one to

two weeks to be executed. Therefore, to ensure our bid is submitted on time, please provide the complete bid form as soon as possible?

Answer 31: Please see the "Bid 25-420 Package," Part C and Part D, starting on page 93. The documents were provided in those sections.

Question 32: Should the contractor assume that all building demolition, including foundation removal and underground utilities, will be completed by others?

Answer 32: See response to Question 5 above.

Question 33: Will CAD files (including existing and proposed finish grades) be made available for Bidders?

Answer 33: See response to Question 9 above.

Question 34: This is a project valued at over $44 million, and there are major holidays upcoming. Can the bid opening be extended 15 calendar days?

Answer 34: See response to Question 2 above.

Question 35: Included in the bid form is an item for Roadway Contingency in the amount of $500,000.00. According to the Specifications, Polk County General Conditions, Article 12 – Allowances. The county, at its sole discretion, has the authority to include an Allowance in the contract. Such an Allowance amount shall be incorporated into the Contract Price. Please confirm the $500,000.00 included in the bid form is designated as the Allowance for this project?

Answer 35: The $500,000 is for contingencies. There is a revised Bid Sheet included in this Addendum see, this revised bid sheet has increased the project contingency from $500,000 to $4,500,000. The Allowance Work will be calculated in accordance with Article 23 – Allowances. Allowance Work, in the amount of five percent (5%) of the construction contract bid amount or $250,000, whichever amount is less, will be included in the contract price.

Question 36: Not all of the borings have been included in the plans. Please provide full geotechnical report?

Answer 36: See response to Question 4 above.

Question 37: The quantity of excavation seems to be overstated in the bid form. If you add all the quantities from the cross sections, it only comes to 160,486.5 CY. Please confirm excavation quantities.

Answer 37: The earthwork provided in the quantities also includes ponds and driveways.

ADDENDUM # 5
BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

Question 38: The summary of quantities and the plans only show 907 LF of 42" RCP, but the bid form has 2,070 LF. If the bid form is correct, then please provide detail for the additional 42" RCP that shall be included in the bid?

Answer 38: 907 linear feet of 42-inch pipe is the correct amount to be required. With a break down of 605 linear feet of Class IV 42" pipe, and 302 linear feet of 42" pipe

Question 39: Can the designer provide a KMZ file for use in the bidding process?

Answer 39: Please refer to the Plans folder in the FTP Site, access information above.

Question 40: Please provide the minimum wage tables required for this contract.

Answer 40: No minimum wage tables are required.

Question 41: The project Specification Package/Special Provisions state that: "The FY 2024-25 Edition of the Florida Department of Transportation Standard Specifications is revised as follows: ...". However, the definition of "Contract Documents" in the Polk County General Conditions appears to list items such as the Agreement, General Conditions, Special Conditions, Technical Specifications, Plans, Addenda, etc., but does not expressly list the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction, FY 2024-25 Edition" as a separate Contract Document.

Please confirm the following:

1. Are the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, FY 2024-2025 Edition, intended to be incorporated by reference into this Contract and treated as part of the Contract Documents?
2. If so, please confirm that the FDOT Standard Specifications apply to the Work except where specifically modified or deleted by the project Technical Specifications/Special Provisions or Polk County's General/Supplementary Conditions.

Answer 41: Yes, the FDOT Standard Specifications for Road and Bridge Cosntruction, FY 2024-25 Edition is being incorporated by reference into this contract and treated as part of the contract documents except for Division I. Yes, the FDOT Standard Specifications apply to the Work except where specifically modified or deleted by the project Technical Specifications/Special Provisions or Polk County's General/Supplementary Conditions.

Question 42: Typical Section Sheet 2 Page 10 calls for BG 03 for Driveway A - There is no pay item for this base group. Please clarify?

Answer 42: Quantity for OBG-03 has been provided under the Summary of Permanent Driveways table, Plan Sheet 31.

ADDENDUM # 5
BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

Question 43: Please clarify the station areas in the MOT where the County has concerns for SP 8-12 Damage Recovery?

Answer 43: See response to Question 19 above.

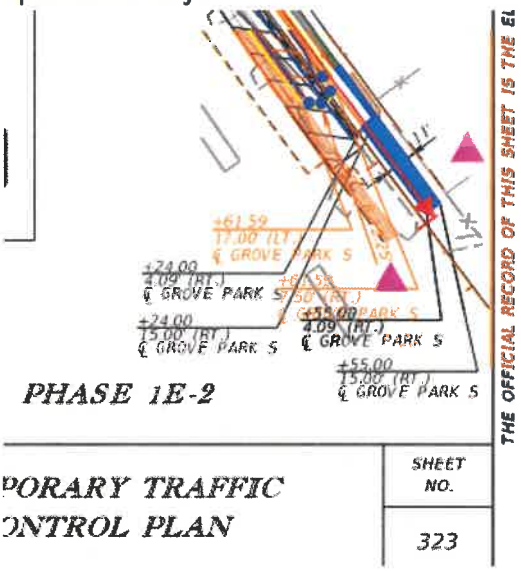
Question 44: SP 8.3 Calls for a DRB Board--Please add the appropriate pay items for partnering, meetings, & hearings?

Answer 44: Special Provision 8.3 - Polk County does not utilize the FDOT DRB process so no pay items are needed. For dispute resolution the Contractor and CEI will submit written documentation of the issue to Polk County who will have the final determination.

Question 45: Please confirm the lump sum items will be paid per FDOT Specifications?

Answer 45: Yes, the lump sum items will be paid per FDOT Specifications.

Question 46: There appears to be additional temp pavement installed on Grove Park around station 25+0 in Phase 1E-2 that should probably have been installed in Phase 1E. See attached & please clarify?



Answer 46: Temporary pavement is not required to maintain the existing traffic pattern along Grove Park.

Question 47: Please confirm railroad insurance and railroad flagging is not required for this project?

Answer 47: See response to Question 20 above.

ADDENDUM # 5
BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

Question 48: Please confirm the last two residents on the east side of Grove Park and the last resident on the west side around station 25+0 do not get driveway improvements?
Answer 48: Construction along Grove Park starts at station 25+14. Driveways before the station 25+14 does not get driveway improvements.

Question 49: Will the County please provide the cadd files for the project?
Answer 49: See response to Question 9 above.

Question 50: Please confirm all buildings and wells have been removed & properly abandoned?
Answer 50: See response to Question 5 above.

Question 51: On the plans there appears to be some structures in the path of the roadway. Upon visiting the site it looks like some of these structures have already been demolished. Are there any remaining structures to be removed or have they all been demolished by others already?
Answer 51: See response to Question 5 above.

Question 52: Is there a Bid Bond required for this project and if so how much?
Answer 52: Yes. 5% of the bid price.

Question 53: Is this a Davis Bacon project?
Answer 53: No, this is not a Davis Bacon project.

Question 54: Will a gopher tortoise survey be required for this project?
Answer 54: The contractor should refer to the 2012 ERP for all relevant permit conditions and should follow the FWC Gopher Tortoise Permitting Guidelines. Should gopher tortoises or potentially occupied gopher tortoise burrows be observed within 25' of the project site prior to or during construction, construction will stop and the tortoises should be relocated in accordance with the FWC Gopher Tortoise Permitting Guidelines.

Question 55: Are the laydown yards identified in the documents available for free by the county or will there be a cost to rent them?
Answer 55: Yes, the laydown yards identified in the documents are available for free by the County and there will be no rental costs associated with their use. A license agreement will be needed prior to mobilizing to the properties.

Question 56: On the plan sheets several existing fences are identified for removal but the full extents of the fence removal are not shown and some continue off the page. Can you provide the limits or total length of fence to removed?

Answer 56: The removal of existing fence is the responsibility of the contractor and will be paid under pay items 550-10-210, 550-10-220 and 550-10-325.

Question 57: Is the temporary pavement being paid under the MOT item?
Answer 57: Yes, temporary pavement is being paid under MOT Lump Sum pay item

Question 58: Is there any specific detail for the temporary pavement?
Answer 58: Yes, specific detail for temporary pavement is shown on MOT sheets at critical locations.

Question 59: Are there any fuel adjustments?
Answer 59: No, only for asphalt and other materials that apply.

Question 60: On the permits, are there any ponds that can be overcut more than the limits?
Answer 60: Pond 3 is the only pond that can not be overcut (i.e. excavation must stop at the plan elevation) for all other ponds there is no limit on overcut.

Question 61: SUE relocation, will the contractor be paid for those items?
Answer 61: The contractor will be responsible for locating, protecting, and relocating, if necessary, any Polk County or FDOT utility. The contractor should include such costs in the bid."

Question 62: On the utilities, are there any houses that will need to be reconnected on the water main?
Answer 62: There is one service point detailed in the plans on sheet C-04. There are no residential services that require reconnection.

Question 63: Is there a flow chart for the canals?
Answer 63: There is not a recent flow chart available.

Question 64: VECP issue, is that something you submit before or after the bid?
Answer 64: This will be done after the bid has been awarded.

Question 65: What pay item do we include the subsoil and embankment? Pay Item 13 does not include subsoil.
Answer 65: Sheet 25 of the roadway set provides a subsoil excavation quantity for removal of the subsoil and respective pay item 120-4 for replacement of the removed subsoil.
Question 66: Do all the residents know that this project is coming through?
Answer 66: Yes, they have been notified.

ADDENDUM # 5
BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

Question 67: Can the contractors access the canals today?
Answer 67: Yes.

Question 68: For the CL IV Retaining Walls, there are Modified Concrete Barrier/Junction Slab-Wall Coping on top of the wall. Where is this to be paid for?
Answer 68: We are adding a pay item: 521-8- 7 Concrete Barrier with Junction Slab, 36" Single Slope. It will have a quantity equal to the length of all the walls.

February 20, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 6
BID # 25-420, Thompson Nursery Road Extension Phase 1 – Segment 1
FPID# Project No. 452355-1-54-01

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

Contained within this addendum: Questions & Answers and bid opening extension.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, March 4, 2026, prior to 2:00 p.m. The deadline for submitting questions has passed, and no additional questions will be accepted.

Respectfully,

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: _____
Title: _____
Company: _____

ADDENDUM # 6
BID # 25-420, THOMPSON NURSERY ROAD EXTENSION PHASE 1 – SEGMENT 1

Q1: Regarding Exhibit VI-B, Good Faith Effort documentation - are there W/MBE goals for this project? If GFE Exhibit VI-B is required to be provided by the successful contractor, which areas of work/divisions of work should be listed?

A1: No, this project is federally funded, and the documents are required from the successful contractor for reporting purposes.

Q2: Could the engineer please provide MOT plans where the temp pavement and overbuild do not cover the existing conditions to assist in determining the limits of overbuild bs widening?

A2: Per the plans, the MOT is to be bid as lump sum 1. It is the responsibility of the contractor to determine quantities and costs as needed.

Q3: Many of the MOT Phases depict pavement markings that were installed in the previous phases, creating duplication in quantities. Could the engineer please provide their MOT quantities for "comparison purposes only" to help clarify this lump sum bid item?

A3: Per the plans, the MOT is to be bid as lump sum 1. It is the responsibility of the contractor to determine quantities and costs as needed.

Q4: Many of the MOT Phases depict temp pavement that was installed in the previous phases, creating duplication in quantities. Could the engineer please provide their MOT quantities for "comparison purposes only" to help clarify this lump sum bid item?

A4: Per the plans, the MOT is to be bid as lump sum 1. It is the responsibility of the contractor to determine quantities and costs as needed.

Q5: Can the contractor work in multiple stages of the same phase at the same time to facilitate streamlining the construction process using the existing MOT plans provided?

A5: The contractor can simultaneously work on multiple stages within the same phase, provided the number of travel lanes is maintained, traffic flow is maintained and lane closure restrictions are followed as specified in the MOT plans.

Q6: PH 4 MOT Sheet 349 appears to be missing EB 10-30 skip as well as the transition striping into one lane at 91=60 +-/- Please clarify.

A6: EB 10-30 skip will be provided in the plans. Additional transition striping into one lane is not needed. Please refer to FDOT standard plans 102-613 and 102-620.

Q7: Supplemental Conditions Section 2.1 indicates the prime contractor or subcontractors must be FDOT prequalified in the listed work classes. Please confirm whether Polk County requires the prime bidder to submit with the bid a subcontractor list identifying the firms intended to perform any FDOT prequalified scopes not self-performed by the prime. If this is not required at bid time, **please confirm when it will be required (post-bid / pre-award) and what format Polk County will accept given the subcontractor and W/MBE exhibits appear to be omitted/partially removed?**

A7: No, the County does not required the prime to submit with the bid a subcontractor list identifying their FDOT pre-qualifications. However, the prime is required to provide said subcontractor list prior to award.

Q8: In MOT PH 4 was it intended to eliminate bike messages in the pavement markings on sheets 350-352? Please clarify if bike messages can wait till final striping configurations.

A8: Yes, bike messages can wait until final configuration.

Q9: 1) Are all utilities required to be designed and installed in full accordance with FDOT Standard Specifications, or 2) Does the project allow the use of Polk County standards and/or materials as specified in the project plans, details, or special provisions, even if they differ from FDOT standards?

A9: 1) The utilities are not proposed to be installed within FDOT ROW. Utilities installed outside of FDOT ROW are subject to be design and installed to Polk County Standards. 2) Utilities installed within FDOT ROW are to be installed with FDOT standard specifications, but materials are to be per Polk County or City of Eagle Lake Standards.

Q10: Please advise whether FDOT standards apply by reference only, or if they govern all utility materials unless specifically modified by the County?

A10: FDOT Standards are for reference for any work within FDOT ROW. Utility materials are to be per Polk County or City of Eagle Lake requirements.

Agenda Item G.3. 6/16/2026

SUBJECT

Request Board Approve Amendment 4 with Kimley-Horn and Associates, for Agreement 2022-041, professional engineering and design services for Thompson Nursery Road (TNR) - Phase II Roadway Widening project. ($3,453,821.68 one-time expense)

DESCRIPTION

The County entered into agreement 2022-041 with Kimley-Horn and Associates on June 7, 2022, to provide professional engineering services for the Thompson Nursery Road Widening and Extension project in the amount of $5,088,870.83. Services included design, permitting, right-of-way acquisition support, and bidding assistance for TNR Phase I - Segment 1, 3, & 4, PD&E (Alignment Study) for Phase I - Segment 2, and an option to include the design of PH I - Segment 2 and PD&E and design for Phase II via an amendment. The proposed four-lane urban collector roadway will extend from US 17 at SR 540 to US 27 at Thompson Nursery Road.

The limits of each segment and phase are listed below:

PH I - Segment 1: SR 540 at US 17 to CR 655 (Rifle Range Road) at Eloise Loop Rd

PH I - Segment 2: CR 655 (Rifle Range Road) at Eloise Loop Rd to East of CSX R/W

PH I - Segment 3: East of CSX Railroad R/W to Eloise Loop Road

PH I - Segment 4: Eloise Loop Road to W. Lake Ruby Drive at Thompson Nursey Rd

PH II: Thompson Nursery Road at West Lake Ruby Drive to US 27

On August 8, 2023, Amendment 1 in the amount of $1,092,555.64 was approved by the Board to allow Kimley-Horn and Associates to modify the scope to add the PD&E study for Phase 2 of the project. The study evaluated the new four-lane, divided roadway following the existing alignment of Thompson Nursery Road, along the center, left, and right. On May 20, 2025, the Board approved the recommended alignment which resulted in a combination of the three alternatives evaluated.

On May 28, 2024, the County entered into a Joint Project Agreement (JPA) with the City of Eagle Lake on the Thompson Nursery Road Extension Phase I - Segment 1 project for additional design and permitting to relocate the city utilities in conjunction with the County's Project. In accordance with the JPA, the City of Eagle Lake furnished the County an advanced deposit of $73,805.18 for the payment of the utility design.

On August 20, 2024, Amendment 2 was approved for additional design services to relocate the city utilities at a not-to-exceed cost of $73,805.18.

On July 15, 2025, the Board approved the recommended alignment for Thompson Nursery Road

Phase I - Segment 2. The PD&E study for this phase is now complete.

On January 20, 2026, Amendment 3 authorized Kimley-Horn to provide professional engineering design and permitting services, right-of-way acquisition support, and bidding assistance at a not-to-exceed cost of $4,119,689.30 for this phase of the project.

Amendment 4 authorizes Kimley-Horn to provide additional professional engineering design services resulting from the expanded scope of work associated with the approved recommended alternatives identified in the Preliminary Engineering Report for Phase II of the project. The amendment is for a not-to-exceed amount of $3,453,821.68 for this phase, bringing the total contract amount to a not-to-exceed cost of $13,828,742.63.

The term of this contract is through final completion of construction.

RECOMMENDATION

Request the Board approve Amendment 4 to Agreement 2022-041, with Kimley-Horn and Associates in the amount of $3,453,821.68, for the Thompson Nursery Road (TNR) - Phase II Roadway Widening project.

FISCAL IMPACT

Funding is available and budgeted within the Roads and Drainage 5 Year CIP.

CONTACT INFORMATION

Tabatha Shirah

Sr. Procurement Analyst

863.534.5935

tabathashirah@polkfl.gov

PROFESSIONAL SERVICE AGREEMENT
#2022-041
AMENDMENT #4

This AMENDMENT #4 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 Kimley-Horn and Associates, Inc. (the "Consultant"), a North Carolina corporation, located at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601, whose Federal Employer Identification number is 56-0885615.

WITNESSETH:

WHEREAS, the County and Consultant entered into Professional Service Agreement 2022-041 dated June 7, 2022 (the "Agreement"), for the purpose of providing professional services in connection with the construction of the Thompson Nursery Road Extension project in four segments with the option to add a fifth segment (Phase 2). Services include engineering design, environmental evaluations, permitting, construction plan development, right-of-way acquisition support, and bid documents/bidding assistance for the project; and

WHEREAS, Amendment 1 was approved by the Board on August 8, 2023, which authorized a scope modification to add Phase 2 to the project. Phase 2 includes a PD&E study for a new four-lane, divided roadway resulting in up to 3 conceptual alignments and completion of design, permitting right-of-way acquisition and bidding support for the chosen alignment; and

WHEREAS, on May 28, 2024, the County entered into a Joint Project Agreement with the City of Eagle Lake for the Thompson Nursery Road Extension project for the design, permitting the relocation of the city utilities in conjunction with the County's Project; and

WHEREAS, Amendment 2 was approved by the Board on August 20, 2024, which authorized the Consultant to provide design services for the water main relocations. The services included design, bidding assistance, construction phase services, and water main utility investigation services. As a result, an additional scope of services, compensation and time was needed; and

WHEREAS, Amendment 3 was approved by the Board on January 20, 2026, which authorized the Consultant to provide design services for Phase 1 - Segment 2. The services included engineering design, environmental evaluations, permitting, construction plan development, right-of-way acquisition support, and bidding assistance. As a result, an additional scope of services, compensation and time was needed; and

WHEREAS, the Consultant has performed the design services for Phase 1 – Segment 2. The County now wishes to authorize the Consultant to provide the design services for Phase 2. The services include engineering design, environmental evaluations, permitting, construction plan development, right-of-way acquisition support, and bidding assistance. As a result, an additional scope of services, compensation and time is needed ; 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 Agreement will remain in effect through the completion of construction, unless sooner terminated in accordance with its terms.

4. The cost of the additional design services, which is more fully set forth and described in Attachment "A" to this Amendment 4, shall be a not-to-exceed amount of $3,453,821.68. Accordingly, the total Agreement amount shall be increased from the current not-to-exceed amount of $10,374,920.95 to the new not-to-exceed amount of $13,828,742.63.

5. The Agreement, as amended by this Amendment 4, continues in full force and effect.

THE REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 4 as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By: _____
Martha Santiago, Ed.D., Chair
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

5/27/26
County Attorney's Office Date

Kimley-Horn and Associates, Inc.
a North Carolina corporation

By: _____

Hao Chau
PRINT NAME

Vice President
TITLE

Date: 06/02/2026

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL NC

EXHIBIT "A"
to 2022-041, AMENDMENT #4

SCOPE OF SERVICES

FOR

THOMPSON NURSERY ROAD EXTENSION – PHASE 2

POLK COUNTY

Prepared by:

Kimley-Horn and Associates, Inc.

March 26, 2026

Kimley»Horn

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SCOPE OF SERVICES
FOR
THOMPSON NURSERY ROAD EXTENSION – PHASE II
POLK COUNTY

I. DESCRIPTION

Kimley-Horn and Associates Inc. (CONSULTANT) will provide professional services to Polk County Roads and Drainage Division (COUNTY) to prepare Contract Documents for the construction of the Thompson Nursery Road Extension (PROJECT) from the terminus of Thompson Nursery Road Extension Segment 4 (the intersection of Thompson Nursery Road and W. Lake Ruby Dr.) to the US 27. The Total project length is approximately 2.9 miles. A Preliminary Engineering Report was prepared and submitted to Polk County in July 2025 and a recommended alternative was approved by the Board of County Commissioners.

II. OBJECTIVE

The objective of this document is to describe the scope of work and the responsibilities of the CONSULTANT and the COUNTY for the completion of necessary engineering design, environmental evaluations, permitting, construction plan development, right-of-way acquisition support, and bid documents/bidding assistance for the PROJECT. The following is the understanding and purpose of the PROJECT

- The limits of the PROJECT are from the intersection of Thompson Nursery Road (TNR) and W. Lake Ruby Dr and the intersection of Thompson Nursery Road and US 27.
- The existing two-lane Thompson Nursery Road will be widened to a 4-lane divided typical section. Based on the Preliminary Engineering Report, the widening of the road will take place to the north of the current alignment from W Lake Ruby to approximately 1,500 feet east of Lake Ashton Blvd, and then will transition to widening centered around the existing alignment of TNR for the remainder of the project.
- A Preliminary Engineering Report dated April 2025, performed by Kimley-Horn and Associates Inc. recommended a roadway alternative that was approved by the Polk County Board of County Commissioners.
- The PROJECT will include roadway, structures, drainage, signing and pavement markings, lighting, signalization, temporary traffic control, utility adjustment, public involvement, planning, cultural resources, and geotechnical services.
- The PROJECT will require coordination and/or permitting with the Southwest Florida Water Management District (SWFWMD), US Fish and Wildlife Services (USFWS), the US Army Corps of Engineers (USACE), City of Winter Haven, City of Lake Wales, and Polk County.
- The PROJECT will require wetland delineation, permitting, and mitigation for impacts to existing wetlands.
- The PROJECT will require the acquisition of private property for roadway right-of-way, drainage retention pond sites, floodplain compensation and wetland mitigation areas.

- The roadway typical section is a 4-lane divided typical section with a 22-foot median, 12-foot travel lanes, 4-foot bike lanes and 6 ft sidewalks.
- Design will include modifications to the following intersections: Rutledge Court (removal of eastbound right) Duck Down Lane (add eastbound left) Conservation Way (add right and left turns on eastbound and westbound approaches) Sergeant Mary Campbell Way (add eastbound left and remove westbound right) and US 27 (add dual eastbound lefts and northbound lefts, extend eastbound left, close median openings)
- Signalized intersections are provided at Lake Ashton Boulevard, Conservation Way and US 27.
- Structural scope includes a bridge crossing the Peace Creek and signal designs associated with the signalized intersections
- Drainage design includes Flood plain compensation sites, stormwater ponds, a closed drainage system and permitting
- Lighting is proposed for the intersections only, no corridor lighting is included, based on the findings of the Lighting Justification Report dated May 2025.
- Support during the construction phase of the PROJECT is not included in this scope of services. A separate contract will be executed during the construction phase of the PROJECT for Engineer of Record support during construction.
- All topographic, control and right of way survey will be provided by the COUNTY
- Project Survey Datum shall be NGVD 29. (COUNTY has provided this information in the NGVD 88 Datum. Conversion equations will be utilized)
- All right of way maps, legal descriptions and parcel sketches, and title searches for right of way acquisition will be provided by the COUNTY.
- The CONSULTANT will enlist the services of ECHO UES, Inc. as a subconsultant to perform the subsurface utility exploration and utility coordination.
- The CONSULTANT will enlist the services of Imperial Testing and Engineering Inc. as a subconsultant to perform geotechnical testing and engineering for the improvements.
- The CONSULTANT will enlist the services of Archeological Consultants Inc., PA as a subconsultant for cultural resource management on the PROJECT

III. TASK 1 – PHASE II DESIGN SERVICES

1. Survey (By COUNTY):

The COUNTY will provide the required design survey information necessary to support the CONSULTANT'S activities. These surveys shall include, but not be limited to, 3D topographic surveys of the roadway alignment and adjacent areas extending 10 feet beyond the existing and/or proposed right-of-way including all above ground and visible improvements. The survey shall also include stormwater ponds, wetland jurisdictional limits, environmentally sensitive areas, flood plain compensation areas, or other areas where information is needed to support design and permitting of the project. The CONSULTANT will coordinate with the COUNTY's Surveyor to assist with project specifications and requirements. The COUNTY will re-establish survey control for the contractor during construction if necessary.

2. Right of Way Maps (By COUNTY)

1. Right of Way Maps

The COUNTY shall be responsible for the preparation of preliminary and final Right-of-Way Maps for the full length of the project. Complete Right-of-Way Key Maps (1" = 400') and Detail Maps (1" = 40') shall be prepared in accordance with the Minimum Technical Standards as set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes. Right-of-Way Detail Maps shall be line drawings (not on aerial photo base) prepared to COUNTY size and format. The COUNTY shall identify areas that require Title Searches. The COUNTY will provide the title searches.

The COUNTY will prepare Key Maps and Detail Maps for review for general conformance to the plans at the following stages of completion with data as specified.

75% Maps

- Project alignment with station ties and curve data.
- All existing rights of way and easements, including maintained rights of way.
- All pertinent land lines, which include section and quarter section lines, and quarter-quarter section lines where applicable, tied to the survey base line and identified as to section, township and range.
- All subdivision boundaries and blocks tied to the survey base line. All blocks, lots and streets within subdivisions that are affected by right-of-way acquisition and/or along the project corridor shall be shown.
- Subdivision names and limits with recording information.
- Cross road alignments.
- Copies of subdivision plats and copies of field survey notes showing alignment, land line ties and improvements (topography).
- Proposed right-of-way and easement lines and controlling base lines with dimensions.
- Property lines.
- Improvements (topography).
- Dimensions for takings and remainders.
- Completed tabulation sheet.
- Limits of construction.

100% Maps

Completed Right-of-Way Maps and Detail Maps and electronic files in AutoCad® format.

2. Legal Description

Legal land descriptions and parcel sketches shall be prepared by the COUNTY along with three copies of each legal description and sketch signed and sealed by the Registered Land Surveyor in responsible charge.

3. Geotechnical Exploration (Imperial Testing and Engineering)

- Review and utilize as appropriate previously collected geotechnical data.
- Review available published soils information.
- Perform site reconnaissance and limited soil boring fieldwork services for confirmation of previously collected data and/or additional soil boring fieldwork for the proposed improvements, as needed, if any changes to the project alignment or locations from previous design.
- For new roadway areas, perform 5-foot soil boring at 100 foot intervals, and measure observed groundwater elevations and estimate seasonal high groundwater level at each soil boring location. Alternate borings between eastbound and westbound lanes. Every 5th boring shall be 15ft deep.
- Obtain LBR / Resilient Modulus to be used for Flexible Pavement Design calculations. 6 LBR's are included in this scope.
- Obtain 5 pavement cores for the following side streets:
  - Traditions blvd: 1 core in asphalt section
  - Lake Ashton Blvd: 1 core in asphalt section
  - US 27 intersection: 3 Cores (1 @ North leg, 1)@ South Leg, and 1 @ east leg of intersection.
- For stormwater areas, where previously collected geotechnical data can be used, perform confirmation 15-foot soil boring at each stormwater area, and measure observed groundwater elevations and estimate seasonal high groundwater level at each soil boring location. Only 1 location of existing stormwater pond.
- For new stormwater areas, perform 15-foot soil boring for every ½-acre of new stormwater area (minimum 2 soil borings for each stormwater area), and measure observed groundwater elevations and estimate seasonal high groundwater level at each soil boring location. There are six new stormwater pond areas and four flood plain compensation areas (FPC)
- Perform muck probing at 100 foot intervals within wetland areas. Perform probes on both eastbound and west bound lanes.
- Perform Standard Penetration Test (SPT) boring for new signal structures – 10 total signal foundations
- Perform SPT borings for bridge crossings
  - Peace Creek Crossing – assume single span bridge

- Visually examine all recovered soil samples in the laboratory. Perform laboratory tests on selected representative samples to aid in classification and to determine selected soil properties. Classification of soils shall be based on the AASHTO Classification System for the roadway and ponds and the Unified Soil Classification System (USCS) for structures
- Prepare Geotechnical Engineering Report that includes: a general assessment of area geology based on experience, study of geological literature and boring information; and a summary of the reviewed data and results of the subsurface exploration, including the recommendations and data on which they are based to assist with roadway embankment and pond construction or foundation design of structures. This shall be presented in a written report under the supervision of a Professional Engineer.

4. Environmental Analysis and Permitting

1. Listed Species Survey

The CONSULTANT shall conduct a general wildlife survey, a species-specific survey for the Florida bonneted bat in accordance with the 2024 Florida Bonneted Bat Consultation Guidelines – Acoustic Survey Methods, and species-specific survey for the gopher tortoise in accordance with the 2023 Gopher Tortoise Permitting Guidelines.

2. Wetland Delineation and Environmental Site Characterization

The CONSULTANT shall be responsible for, but not limited to, the following activities:

- Collect data and information to determine the landward extent of wetlands and other surface waters as detailed in Rule Chapter 62-340, F.A.C., as ratified in Section 373.4211, F.S.; United States Army Corps of Engineers (USACE) Wetland Delineation Manual (Technical Report Y-87-1); Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (ERDC/EL TR-10-20).
- Set seasonal high-water levels in adjacent wetlands with biological indicators.
- Prepare aerial maps showing the jurisdictional boundaries of wetlands and other surface waters. Aerial maps shall be reproducible, of a scale of 1” = 400’ or more detailed and with recent aerial imagery. The maps shall show the jurisdictional boundaries of each agency. Photocopies of aerials are not acceptable. When necessary, a wetland specific survey will be prepared by a registered surveyor and mapper. All surveyed jurisdictional boundaries are to be tied to the project’s baseline of survey.
- Prepare a written assessment of the current condition and functional value of the wetlands and other surface waters using the Uniform Mitigation Assessment Method. Prepare data in tabular form which includes the ID

number for each wetland (and other surface water, if necessary) impacted, size of wetland to be impacted, type of impact, and identify any wetland (by ID number and size) within the project limits that will not be impacted by the project.

- Prepare and submit SWFWMD Environmental Resource Permit (ERP) application including Sections A, C, and E, an environmental narrative including the results of the species surveys listed above, and a drainage report. Prepare and submit wetland impact plans and a wetland mitigation plan.
- Prepare and submit USACE 404 Standard Permit including ENG 6249 Preliminary Jurisdictional Determination, ENG 4345 Application for Department of the Army Permit, dredge and fill sketches, and an environmental narrative including the results of the species surveys listed above.

3. State Environmental Resource Permit Application

CONSULTANT shall:

1. Schedule and attend one (1) pre-application meeting with the Southwest Florida Water Management District (SWFWMD).
2. Schedule and attend one (1) pre--application meeting with the U.S. Army Corps of Engineers (USACE) to discuss the project and verify the extent of permitting required.
3. Based upon the pre-application meetings, prepare and submit the following permit applications:
   a. SWFWMD Environmental Resource Permit
   b. USACE 404 Standard Permit
4. Submit for a jurisdictional determination as defined by the rules or regulations of each permitting agency processing a permit application for the project. The CONSULTANT will respond to three (3) RAI's per agency application.

5. Cultural Resources (ACI)

- The Consultant shall analyze the impacts to all cultural resources by reviewing the project scope and prepare a Cultural Resource Assessment Survey (CRAS) Report for Phase II which will include the recommended alternative (Alt 1) and preferred pond sites (5 preferred ponds). Background research will be conducted prior to going into the field to identify previously recorded resources and the potential for newly identified resources within the project Area of Potential Effects (APE).
- The archaeological survey will include a visual reconnaissance followed by subsurface testing with the appropriate number of test pits being excavated. If any archaeological sites are located, a Florida Master Site File (FMSF) form will be prepared. In addition, the Consultant will identify any historic resources within the project APE, both previously recorded and newly identified. A FMSF form shall be prepared for all newly identified and updated

previously recorded that have not been evaluated by the State Historic Preservation Officer (SHPO) or that have been substantially altered since they were recorded. Enough data shall be collected to document the significance of each in terms of eligibility for listing in the National Register of Historic Places (NRHP). The CRAS shall be prepared with appropriate documentation detailing the results of the survey and final assessments of resource significance. If any NRHP-eligible or NRHP-listed properties are identified within the APE, then additional documents may be required, such as a Section 106 Case Study, to document the proposed alignments and effects on the historic resource(s).

- All work shall be done in compliance with the National Historic Preservation Act of 1966 (Public Law 89-665, as amended) and the implementing regulations (36 CFR 800) as well as with the provisions contained in Chapters 267 and 373 Florida Statutes (FS) and will meet the specifications set forth in Chapter 1A-46, Florida Administrative Code (FAC). The CRAS will be prepared in accordance with Part 2, Chapter 8 ("Archaeological and Historical Resources") of the Florida Department of Transportation's Project Development and Environment (PD&E) Manual. All work shall be conducted by a professional who meets the Secretary of the Interior's Professional Qualification Standards (48 FR 44716) for archaeology, history, architecture, architectural history, or historic architecture. Concurrence with the findings of the report shall be obtained from Florida SHPO.

6. Drainage Analysis

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the FDOT Drainage Manual.

The CONSULTANT shall coordinate with the appropriate permitting agencies and the COUNTY staff. The work will include the engineering analyses for any or all of the following:

1. Base Clearance Analysis

Analyze, determine, and document high water elevations per basin which will be used to set roadway profile grade and roadway materials. Determine surface water elevations at cross drains, floodplains, outfalls and adjacent stormwater ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters. Document findings in a Base Clearance Report.

2. Hydroplaning Analysis

Perform a hydroplaning analysis to assist in the determination of the appropriate roadway geometry for all necessary locations (both typical sections

and critical cross sections) as needed. See the FDOT Hydroplaning Guidance and FDOT Design Manual (FDM) Chapters 210 and 211 for more information.

3. Existing Permit Analysis

Data gathering including desktop analysis of local, state, and federal Drainage permits.

4. Utility Conflict Matrix (for drainage structures)

Populating and coordination of the utility conflict matrix for all drainage structures.

5. Noise Barrier Drainage Analysis

N/A

6. Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Provide documentation.

7. Pond Siting Analysis and Report

Stormwater management memo to validate ponds for proposed stormwater and floodplain compensation sites with information from Geotechnical Report and Polk County right-of-way information.

8. Analysis of Pipe Video Inspection Report

N/A

9. Bridge Hydraulic Report

Calculate hydrology, hydraulics, deck drainage, scour, and appropriate counter measures. Prepare report and the information for the Bridge Hydraulics Recommendation Sheet.

10. Design of Cross Drains

Analyze the hydraulic design and performance of cross drains. Check existing cross drains to determine if they are structurally sound and can be extended. Document the design as required. Determine and provide flood data as required.

11. Design of Ditches and Side Drains

Design roadway conveyance and outfall ditches. This task includes capacity calculations, longitudinal grade adjustments, flow changes, additional adjustments for ditch convergences, selection of suitable channel lining, design of side drain pipes, and documentation. (Design of linear stormwater management facilities in separate task.)

12. Design of Stormwater Management Facility

Offsite or Infield Pond: Design stormwater management facilities to meet

requirements for stormwater quality treatment, attenuation and aesthetics. Develop proposed pond layout (contributing drainage basin, shape, contours, slopes, volumes, tie-ins, aesthetics, etc.), perform routing, pollutant/nutrient loading calculations, recovery calculations, design the outlet control structure and buoyancy calculations for pond liners when necessary.

Roadside Treatment Swales and Linear Ponds: Design stormwater management facilities to meet requirements for stormwater quality treatment, attenuation and aesthetics. Develop proposed pond layout (contributing drainage basin, shape, contours, slopes, volumes, tie-ins, aesthetics, etc.), perform routing, pollutant/nutrient loading calculations, recovery calculations and design the outlet control structure.

13. Design of Floodplain Compensation

Determine floodplain encroachments, coordinate with regulatory agencies, and develop proposed compensation area layout (shape, contours, slopes, volumes, etc.). Document the design following the requirements of the regulatory agency.

14. Design of Storm Drains

Delineate contributing drainage areas, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tailwater and, if necessary, outlet scour protection.

15. Optional Culvert Material

Determine acceptable options for pipe materials using the Culvert Service Life Estimator.

16. Design of Trench Drains

N/A

17. French Drain Systems

N/A

18. Design of French Drain Systems: N/A

19. Evaluation of Existing French Drain Systems: N/A

20. Design of Drainage Wells

N/A

21. Erosion Control Concept

Includes analysis and design of the Erosion Control Concept. Includes creating the design file.

22. Other Drainage Tasks

Includes all efforts for a drainage task not covered by an existing defined task.

23. Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except for stand-alone reports, such as the Pond Siting Analysis Report and Bridge Hydraulics Report.

24. Drainage Quantities for EQ Report

N/A

25. Cost Estimate

Prepare cost estimates for the drainage components, except bridges and earthwork for stormwater management and flood compensation sites.

26. Technical or Modified Special Provisions

27. Quality Assurance/Quality Control

28. Supervision

29. Drainage Meetings

Meetings with DEPARTMENT staff, regulatory agencies, local governments such as meetings with District Drainage Engineer, the Water Management District, FDEP, etc.

30. Field Reviews

31. Coordination

7. Drainage Plans

The CONSULTANT shall prepare Drainage plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

- Drainage Map
- Summary of Drainage Structures
- Optional Pipe/Culvert Material
- Drainage Structures Sheet(s) (Per Structure)
- Stormwater Management Detail Plan Sheet(s)
- Miscellaneous Drainage Detail Sheets
- Erosion Control Plan Sheet(s)
- Stormwater Pollution Prevention Plan (SWPPP) Sheet(s)

8. Design Traffic Analysis – N/A

9. Roadway Design Analysis

1. Typical Section

Typical sections will be designed for conformance with roadway configuration shown in the concept plans and current standards. This task assumes that the typical sections will remain as shown in the completed study. Modification of the typical section is not included in this scope of services and can be performed as an additional service if required. The following Typical Sections will be included in the plans:

- Thompson Nursery Road
- W. Lake Ruby Dr.
- Conservation Way
- US 27

2. Pavement Design

Pavement Design will be designed to accommodate traffic levels through the roadway facility's design life based on updated ESAL values and resilient modulus. Scope includes design for the following:

- Thompson Nursery Road (new design and milling and resurfacing)
- West Lake Ruby Dr (reconstruction)
- Conservation Way (reconstruction)
- US 27 (new design and milling and resurfacing)
- Chalet Suzanne Rd (milling and resurfacing)

3. Traffic Control Plans

Temporary Traffic Control (TTC) plans consisting of general notes, detailed plan sheets and references to the appropriate FDOT Standard Plans (Indices 102-600 through 102-670) will be designed for conformance with current standards. TTC plans will be developed to meet the requirements of the current FDOT Standard Plans indices.

4. Roadway Design Plans

- Cover Sheet will be created per current standards reference and engineer of record
- General Notes will be created with current COUNTY notes
- Drainage Map – The overall drainage map depicting pond locations and contributing basin areas will be developed based on the drainage analysis task.
- Roadway Plan / Profile Sheets – The plan/profile sheets will be created for horizontal and vertical design requirements, intersection configurations, and turnouts for intersecting streets/driveways. Roadside swale grading, proposed drainage structure and cross drain locations, and erosion control measures will be created based on drainage analysis task.
- Intersection Details / Plan Sheets – Intersection detail plan sheets will be designed for consistency with the horizontal and vertical alignment.
- Driveway Details - The driveway details sheets will be created to depict the limits of driveway and/or roadway reconstruction, grading information, and cross drain information for accommodation of existing residential and commercial driveway and/or local private roadway connections.
- Drainage Structure Sheets – Construction plan sheets providing a tabular listing of drainage structure ID's, FDOT Standard Plans Index references, pipe inverts, and pavement elevations will be created based on the drainage analysis task.
- Pond Detail Sheets and Cross Sections – Pond detail sheets and cross sections will be created to depict the construction of new retention facilities based on the drainage analysis task. The Pond Detail Sheets will include detailed grading information, geometric dimensions, undercut and backfill details, earthwork volume calculations, and design hydrologic data.
- Cross Sections – Roadway cross sections at 100-foot intervals will be created for consistency with the horizontal and vertical alignment. .
- Miscellaneous Detail sheets – For those details not contained in the FDOT Standard Plans for Road Construction, the ENGINEER will check specific details necessary for construction.
- Erosion Control / SWPPP Plans – Erosion control plans depicting site specific erosion control measures, as well as general notes, details, and specifications for additional erosion control measures that may be needed depending on site conditions will be reviewed for conformance with current standards. It is assumed that these plans will constitute the Storm Water Pollution Prevention Plan (SWPPP) that the contractor will utilize during construction. This task includes minor update to the erosion control plans to meet the requirements of the current FDOT Standard Plans indices and FDOT specifications.
- Utility Adjustment Plans – The Utility Adjustment Plans will be created based on information provided by the utility providers in the corridor, the

COUNTY survey, and Utility Coordination task for existing utility alignments and proposed utility adjustments. Landscape and Irrigation Plans – not included in this scope.

5. Submittals

The CONSULTANT will submit electronic copies of the roadway plans at 60%, 90%, 100% and Final Plans completion stage to the COUNTY. The ENGINEER will submit copies of the roadway plans at 60% and 90% to affected utility companies.

6. Quantities

The CONSULTANT will check quantities, update them based on the task descriptions and prepare an Opinion of Probable Construction Costs (OPC) document. An OPC with quantities will be submitted with the 60%, 90%, 100% and Final plans.

10. Signalization Design and Plans

Signalized Intersections:

- Lake Ashton Boulevard – Replacement of existing strain pole assembly and pedestrian signals with the installation of three (3) proposed mast arms to treat the three leg intersection. Pedestrian signals for crossing to be provided on all legs of the intersection
    - One (1) temporary modification to loading of existing strain pole assembly and/or proposed mast arms, detection, phasing and clearance intervals is anticipated to be needed to accommodate temporary traffic control plans

Conservation Way – Modification of the existing signalized intersection with the proposed roadway improvements. Modifications will include mast arms, signal heads, detection, preemption, and pedestrian signals.

- US-27 – Replacement of existing strain pole assemblies and pedestrian signals with the installation of four (4) proposed strain poles to treat the four leg intersection. Pedestrian signal for crossing to be provided on all legs of the intersection.
    - One (1) temporary modification to loading of existing strain pole assembly and/or proposed mast arms, detection, phasing and clearance intervals is anticipated to be needed to accommodate temporary traffic control plans

Miscellaneous Signalization Items:

- All signalized intersections will be designed as mast arms and include reflectorized backplates, vehicle detection, APS ready assemblies, overhead internally illuminated street name signs, calculation of clearance calculations

based on FDOT Traffic Engineering Manual (TEM) criteria, and emergency pre-emption calculations.

- Traffic signal interconnect plans will be included under this contract showing conduit only. The interconnect design will run along Thompson Nursery Road, the entire length of the segment.
- All plans shall be prepared in accordance with the latest design standards and practices as detailed in the Manual on Uniform Traffic Control Devices (MUTCD), FDOT Standard Specifications and Design Standards, FDOT Design Manual, FDOT Greenbook, and Americans with Disabilities Act Standards for Accessible Design.
- The signalization plans will be prepared on 11”x17” sheets at a scale of 1”=40’.
- Development of coordinated signal timings are not included as part of this scope of services.
- Signalization Plans will include the following:
  - Key Sheet
  - Tabulation of Quantities Sheet
  - General Notes Sheet
  - Signalization Plan Sheets
  - Intersection Corner Detail Sheets
  - Mast Arm Tabulation Sheet
  - Standard Mast Arm Assemblies Detail Sheet
  - Special Mast Arm Assemblies Detail Sheet
  - Strain Pole Schedule
  - Guidesign Worksheet
  - Interconnect Plan Sheets
  - Splice Details
  - Geotechnical Data Boring Sheets
- Review of signalization plans will be completed by Polk County (maintaining agency).

11. Signing and Pavement Markings

- The design of the signing and pavement markings shall be in accordance with the latest design standards and practices as detailed in the Manual on Uniform Traffic Control Devices (MUTCD), FDOT Standard Specifications and Design Standards, and FDOT Design Manual.
- The plans will be prepared on 11”x17” sheets at a scale of 1”=50’.
- Signing and pavement marking design to incorporate FDOT Roadway Design Bulletin 21-07 for wrong way driving countermeasures, update pavement markings for turn lane requirements per FDOT standard plans Index 711-001, special emphasis crosswalks, update pavement markings based on roadway surface (permanent tape or thermoplastic), incorporation of markings for recently installed driveway access points, and storing latest pavement markings and RPMs in geopak.

- Multipost design of advance signalized intersection signs in accordance with FDOT TEM. Design to include multipost calculation based on FDOT LRFD v1.1.1 and summarized in multipost calculation book.
- Signing and Pavement Marking Plans will include the following:
  - Key Sheet
  - Tabulation of Quantities Sheet
  - General Notes Sheet
  - Signing and Pavement Marking Plan Sheets
  - Guidesign Worksheet
  - Concrete Pavement Markings Detail Sheet
  - Cross Section Sheets
  - Special Sign Assembly Detail Sheet
- Review of plans will be completed by Polk County (maintaining agency).

12. Lighting Analysis and Plans

- Intersection lighting plans will be prepared for signalized intersections listed below. Light fixture, pole, and bracket arm types will be selected based on FDOT and COUNTY preferences. Load center and power service points will be coordinated with TECO Energy. Voltage drop calculations will be performed and photometric analyses will be documented in a Lighting Design Analysis Report.
  - Lake Ashton Boulevard: Lighting design plans will be prepared for the intersection of Thompson Nursery Road at Lake Ashton Boulevard to comply with New or Reconstruction Lighting criteria as outlined in the latest edition of the Florida Design Manual, Table 231.2.1.
  - Conservation Way: Intersection lighting is to be installed as part of a private development. If required, lighting design plans will be prepared to modify the existing lighting at the existing signalized intersection of Conservation Way and Thompson Nursery Road.
  - US 27: Lighting design plans will be prepared for the intersection of Thompson Nursery Road at US 27 to comply with New or Reconstruction Lighting criteria as outlined in the latest edition of the Florida Design Manual, Table 231.2.1

- A Lighting Design Analysis Report (LDAR) will be prepared to summarize the photometric analyses at the signalized intersections.. The analysis will include a printout showing horizontal photometrics at the intersections and vertical photometrics at crosswalks. Voltage drop calculations will be documented in the Appendices. Lighting design criteria, pole, fixture, and bracket arm types, and coordination with utilities/COUNTY staff will be documented in the report. The LDAR will be submitted under a separate cover from the Lighting Design Plans.

13. Structural Design and Plans

1. Mast Arm Design

CONSULTANT will prepare structural calculations in letter format for 10 mast arms. Calculations will be submitted at 90%, 100% and Final submittals. Design will be in accordance with the following:

- AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 1st Edition, 2017 Interim Revisions
- FDOT Modifications to AASHTO LRFDLTS-01, January 2026
- FDOT Structures Manual (January 2026)
- FDOT FY 2026-27 Standard Plans
- FDOT Standard Specifications for Road and Bridge Construction (January 2026)

Consultant will prepare Structural Construction Plans utilizing 11”x 17” sheet format for Construction Plan sheets. Plans will be submitted at 90%, 100% and Final submittals.

2. Bridge Design – Peace Creek Crossing

Design will be in accordance with the following:

- AASHTO LRFD Bridge Design Specifications, 10th Edition, 2020
- FDOT Structures Manual (January 2026)
- FDOT FY 2026-27 Standard Plans
- FDOT Standard Specifications for Road and Bridge Construction (January 2026)

a) Kimley-Horn will provide a bridge development report to evaluate bridge alternatives for the crossing. Three bridge alternatives will be analyzed and a cost comparison will be provided. Analysis will include preliminary load calculation, verification of applicability of superstructure and substructure and general bridge layout (number of spans, vertical clearance) A report will be provided detailing the bridge alternative Kimley-Horn recommends for final design.

b) The COUNTY will review and provide direction on the final bridge alternative. For this scope, it is assumed that dual single span, prestressed concrete beam bridges founded on concrete piling will be the selected alternative. If a different alternative is chosen, the scope and fee will require revision.

c) Kimley-Horn will produce bridge structural calculations, including design load rating calculations (90% submittal only), utilizing letter size format. One PDF document will be submitted to the Client at 60%, 90%, and 100% submittals. One signed and sealed PDF document will be submitted to the CLIENT for their records at the Final submittal.

14. Subsurface Utility Exploration (SUE) (ECHO)

Designation includes two-dimensional collection of existing utilities and selected three-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type, and location of existing utility, as necessary for final three-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field-collected data, and delivery of all appropriate electronic files.

The CONSULTANT shall perform SUE on all locations that include new underground infrastructure or earthwork excavation (i.e. drilled shafts, bridge piles, strain poles, mast arms, miscellaneous foundations, drainage structures, pipe culverts, new ditches, etc.). The expectation is for the CONSULTANT to know exactly where all existing underground utilities and infrastructure are located in areas that work will be performed to properly design for any new underground infrastructure or earthwork excavation that will be constructed on the project. CONSULTANT shall provide electronic depths with the designates.

A Professional Land Surveyor, registered in the State of Florida, shall sign, and seal the data provided and included in the FDOT Verified Utility Locate Plan Sheets. All information shall be provided in the format requested by the COUNTY**.**

15. Utility Coordination (ECHO)

The CONSULTANT is responsible to certify that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule.

The CONSULTANT should coordinate with COUNTY personnel to coordinate transmittals to Utility Companies and meet production schedules.

The CONSULTANT will follow COUNTY standards, policies, procedures, practices, and design criteria are followed concerning utility coordination.

The CONSULTANT may employ more than one individual or utility engineering consultant to provide utility coordination and engineering design expertise. The CONSULTANT shall identify a dedicated person responsible for managing all utility coordination activities. This person shall be contractually referred to as the Utility Coordination Manager and shall be identified in the CONSULTANT proposal. The Utility Coordination Manager shall be required to satisfactorily demonstrate to the COUNTY personnel that they have the knowledge, skills, and expertise to perform this work.

The CONSULTANT's utility coordination work shall be performed and directed by the Utility Coordination Manager that was identified and approved by COUNTY's Project Manager. Any proposed change of the approved Utility Coordination Manager shall be subject to review and approval by COUNTY's Project Manager prior to any change being made in this contract.

Utilities anticipated on the project: *Charter Communications, Florida Public Utilities, Zayo Group (formerly Lightwave, LLC), Century Link, Comcast, Duke Energy, Frontier Communications, Lumen, City of Lake Wales Utility Department , Polk County Utilities Central Region, Tampa Electric Company, Summit Broadband, Uniti Fiber LLC, City of Winter Haven, Cogent Communications*

16. Public Involvement – N/A

17. Project Administration

Project administration activities will be undertaken throughout the design contract duration that will include the following:

- Project Setup: The CONSULTANT will establish base files and a work plan.
- Kick-off Meeting: The CONSULTANT will participate in a kick-off meeting with the COUNTY's project team.
- Monthly Progress Meetings: On a monthly basis, the CONSULTANT will meet with the COUNTY's project team to review the progress of work and to conduct project reviews and to coordinate with utility companies. Additionally, meetings will be held with affected utility companies. The CONSULTANT will maintain the design schedule and update the schedule following each progress meeting. For each progress meeting, the CONSULTANT will prepare an agenda, meeting minutes, and schedule update.
- Quality Control Plan: The CONSULTANT will provide a Quality Control Plan at the kickoff meeting.

18. Right of Way Acquisition Assistance

CONSULTANT will provide in-design and post-design (pre-construction) review for requests by the COUNTY (Real Estate Services) and prepare draft plan sheets and revisions to final plans to support the County's acquisition process.

19. Bid Document Assistance

This Task includes the scope of services necessary to assist the COUNTY with preparing the PROJECT for competitive bidding by construction contractors.

- The CONSULTANT will provide plans, bid quantities, technical specifications, special provisions for any modifications to the FDOT specifications, the geotechnical report used for design, and review construction bidding documents (including specifications for the subject work prepared by the COUNTY. The COUNTY will prepare bid documents, forms, and coordinate the bid solicitation.
- The CONSULTANT will attend and participate in the Pre-Bid conference. Minutes of meeting will be prepared by the COUNTY.
- The CONSULTANT will assist with bid addenda responses to questions and concerns that are submitted through the COUNTY's Procurement Office during the bidding process.

- Attend Bid Opening Meeting. Assist COUNTY in review of Contractors bids and documents as well as aid with the preparation of a bid recommendation. Minutes of meeting will be prepared by the COUNTY

20. Post Design Services

At the COUNTY'S option, the CONSULTANT may be requested to provide Post Design Services. The COUNTY will supplement the contract fees by change order to provide for Post Design Services not covered in the following section.

The COUNTY will provide full-time on-site inspection (CEI).

IV. PROVISIONS FOR WORK

1. Governing Regulations

The services performed by the CONSULTANT will follow applicable POLK COUNTY and FDOT Standards and Guidelines. The current edition, including updates, of the following References and Guidelines will be used in the performance of this work.

- Polk County Land Development Code
- FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (Florida Greenbook)
- FDOT Florida Design Manual (FDM)
- AASHTO's "A Policy on Geometric Design of Highways and Streets"
- FDOT Standard Plans Index
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Traffic Engineering Manual
- Florida Manual on Uniform Traffic Studies (MUTS)
- Manual on Uniform Traffic Control Devices (MUTCD)
- FDOT Soils and Foundations Handbook

V. COMPENSATION

CONSULTANT will perform the services detailed above on a labor fee basis with the maximum labor fee of $3,453,821.68. This labor fee includes the following subconsultant fee's:

Imperial Testing: $194,487

ECHO: $382,434.56

ACI: $38,420.12

For a breakdown of individual activity fee's and staff hour estimates see attached Staff Hour Estimation sheet.

CONSULTANT will not exceed the total maximum labor fee shown without authorization from the COUNTY. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. All permitting, application, and similar Project fees will be paid directly by the COUNTY.

STAFF HOUR ESTIMATION - THOMPSON NURSERY ROAD PHASE II
WORKSHEET PACKAGE

MARCH 2026

File Version: 2025.01.1

Name of Consultant: **Kimley-Horn and Associates**

Thmopson Nursery Extension - Phase 2 Design
450858-1

		Project Staff Hours													
Activity No.	**Activity**	**Kimley-Horn**	**Imperial Testing**	**ECHO**	**ACI**	**Sub 4**	**Sub 5**	**Sub 6**	**Sub 7**	**Sub 8**	**Sub 9**	**Sub 10**	**Sub 11**	**Sub 12**	**Total Hours**
3	Project Common and General Tasks	715													715
4	Roadway Analysis	2805													2805
5	Roadway Plans	1910													1910
6a	Drainage Analysis	3154													3154
6b	Drainage Plans	1420													1420
6c	Selective C&G	0													0
7	Utilities	0		324											324
8	Env. Permits and Env. Clearances	586													586
9	Structures - Summary, Misc. Tasks, Dwgs.	436													436
10	BDR	344													344
11	Temporary Bridge	0													0
12	Short Span Concrete Bridge	0													0
13	Medium Span Concrete Bridge	481													481
14	Structural Steel Bridge	0													0
15	Segmental Concrete Bridge	0													0
16	Movable Span	0													0
17	Retaining Walls	328													328
18	Miscellaneous Structures	132													132
19	Signing & Pavement Marking Analysis	528													528
20	Signing & Pavement Marking Plans	179													179
21	Signalization Analysis	381													381
22	Signalization Plans	258													258
23	Lighting Analysis	184													184
24	Lighting Plans	93													93
25	Landscape Analysis	0													0
26	Landscape Plans	0													0
27	Survey - Field and Office Support	0		497											497
28	Photogrammetry	0													0
29	Mapping	0													0
30	Terrestrial Mobile LiDAR	0													0
31	Architecture Development	0													0
32	Noise Barriers Impact Design Assessment	0													0
33	ITS Analysis	0													0
34	ITS Plans	0													0
35	Geotechnical	0	644												644
36	3D Modeling	526													526
37	CRAS	0			258										258
	Project Total	**14,460**	**644**	**821**	**258**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**16,183**
27	Survey Field Crew Days	0													0

Notes: 1. Staff hours for prime consultant come directly from each discipline's worksheet.
2. Staff hours for subconsultants are to be entered manually into columns D through O.
3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 450858-1 Project Name: Thmopson Nursery Extension - Phase 2 Design

FAP Number: 0 Date: 3/26/2026 Name of Consultant: Kimley-Horn and Associates

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION																	TOTAL STAFF HOURS RANGE		ON CADD
	Firm Total Hours	Chief Engineer 2 Hours	Senior Engineer 2 Hours	Senior Engineer 1 Hours	Engineer 2 Hours	Engineer 1 Hours	Engineer in Training Hours	Senior Eng. Tech Hours	Engineering Tech Hours	Chief Designer Hours	Chief Planner Hours	Senior Planner Hours	Project Planner Hours	Planner Hours	Chief Scientist Hours	Senior Env. Specialist Hours	Env. Specialist Hours	Secretary/ Clerical Hours			PERCENT
3. Project Common and Project General Tasks	715	0	0	501	0	0	0	0	0	0	0	0	0	0	0	0	0	215	716	788	
4. Roadway Analysis	2805	140	0	140	281	421	1262	140	421	0	0	0	0	0	0	0	0	0	2805	3086	
5. Roadway Plans	1910	96	0	96	191	287	860	96	287	0	0	0	0	0	0	0	0	0	1913	2104	
6a. Drainage Analysis	3154	158	0	158	315	473	1419	158	473	0	0	0	0	0	0	0	0	0	3154	3469	
6b. Drainage Plans	1420	71	0	71	142	213	639	71	213	0	0	0	0	0	0	0	0	0	1420	1562	
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8. Environmental Permits,and Env. Clearances	586	0	0	0	0	0	0	0	0	0	0	0	0	0	117	117	352	0	586	645	
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	436	22	0	22	44	65	196	22	65	0	0	0	0	0	0	0	0	0	436	480	
10. Structures - Bridge Development Report	344	17	0	17	34	52	155	17	52	0	0	0	0	0	0	0	0	0	344	378	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13. Structures - Medium Span Concrete Bridge	481	24	0	24	48	72	216	24	72	0	0	0	0	0	0	0	0	0	480	528	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
17. Structures - Retaining Walls	328	16	0	16	33	49	148	16	49	0	0	0	0	0	0	0	0	0	327	360	
18. Structures - Miscellaneous	132	7	0	7	13	20	59	7	20	0	0	0	0	0	0	0	0	0	133	146	
19. Signing & Pavement Marking Analysis	528	26	0	26	53	79	238	26	79	0	0	0	0	0	0	0	0	0	527	580	
20. Signing & Pavement Marking Plans	179	9	0	9	18	27	81	9	27	0	0	0	0	0	0	0	0	0	180	198	
21. Signalization Analysis	381	19	0	19	38	57	171	19	57	0	0	0	0	0	0	0	0	0	380	418	
22. Signalization Plans	258	13	0	13	26	39	116	13	39	0	0	0	0	0	0	0	0	0	259	285	
23. Lighting Analysis	184	9	0	9	18	28	83	9	28	0	0	0	0	0	0	0	0	0	184	202	
24. Lighting Plans	93	5	0	5	9	14	42	5	14	0	0	0	0	0	0	0	0	0	94	103	
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
36. 3D Modeling	526	26	0	26	53	79	237	26	79	0	0	0	0	0	0	0	0	0	526	579	
TOTALS	14,460	658	0	1,159	1,316	1,975	5,922	658	1,975	0	0	0	0	0	117	117	352	215	14464	15910	
														FIRM TOTAL					**14,464**	**15,910**	

Field Survey Estimate:

0 4-person crew days

Notes:

1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Percentages for staff hour distribution by classification are entered below in rows 64 to 98 of this sheet.
3. Total Staff Hours (column O) may not match staff hours from Summary worksheet (column B) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns B and O match.
4. Formulas under "Total Staff Hours Range" (columns O & P) may be adjusted to provide desired range.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 450858-1 Project Name: Thmopson Nursery Extension - Phase 2 Design

FAP Number: 0 Date: 3/26/2026 Name of Consultant: Kimley-Horn and Associates

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Chief Engineer 2	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineer in Training	Senior Eng. Tech	Engineering Tech	Chief Designer	Chief Planner	Senior Planner	Project Planner	Planner	Chief Scientist	Senior Env. Specialist	Env. Specialist	Secretary/ Clerical	Total
3. Project Common and Project General Tasks	715	0.0%	0.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.0%	100.00%
4. Roadway Analysis	2805	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
5. Roadway Plans	1910	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
6a. Drainage Analysis	3154	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
6b. Drainage Plans	1420	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
6c. Selective C&G	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
7. Utilities	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
8. Environmental Permits,and Env. Clearances	586	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	20.0%	20.0%	60.0%	0.0%	100.00%
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	436	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
10. Structures - Bridge Development Report	344	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
11. Structures - Temporary Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
12. Structures - Short Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
13. Structures - Medium Span Concrete Bridge	481	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
14. Structures - Structural Steel Bridge	0	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
15. Structures - Segmental Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
16. Structures - Movable Span	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
17. Structures - Retaining Walls	328	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
18. Structures - Miscellaneous	132	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
19. Signing & Pavement Marking Analysis	528	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
20. Signing & Pavement Marking Plans	179	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
21. Signalization Analysis	381	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
22. Signalization Plans	258	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
23. Lighting Analysis	184	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
24. Lighting Plans	93	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
25. Landscape Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
26. Landscape Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
27. Survey (Field & Office Support)	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
28. Photogrammetry	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
29. Mapping	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
30. Terrestrial Mobile LiDAR	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
31. Architecture Development	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
32. Noise Barriers Impact Design Assessment	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
33. Intelligent Transportation Systems Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
34. Intelligent Transportation Systems Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
35. Geotechnical	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
36. 3D Modeling	526	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%

ESTIMATE OF WORK EFFORT - ECHO (Subconsultant)

Exhibit "B"

Consultant's Pre-Negotiation Est.

Financial Project Number: 450858-1 | Project Name: Thmopson Nursery Extension - Phase 2 Design

FAP Number: N/A | Contract No.: X-XXXX | N/A | XX | Date: 3/26/2026 | Name of Consultant: ECHO

Districtwide Master Contract # / FP ID: XXXXXX-X-32-XX | Estimator: Jerry Comellas, Jr., PE, Eric Cordeau

WORK ACTIVITY	Hours from "Summary" sheet Column "D" Sub-1 Total	EMPLOYEE WORK CLASSIFICATION'S																TOTAL STAFF HOURS
		Project Manager 3	SUR Senior Surveyor 2	SUR Survey Project Manager 3	Survey/GIS/SUE Analyst 3 (Senior)	Utility Coordinator	Designer	Senior Tech.	Technician	Clerical	Work Class- 10	Work Class- 11	Work Class- 12	Work Class- 13	Work Class- 14	Work Class- 15	Work Class- 16	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
3. Project Common & Project General Tasks	0	0	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	0	0
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7. Utilities	324	0	0	0	0	324	0	0	0	0	0	0	0	0	0	0	0	324
8a. Env. Permits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8b. Env. Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27a. Survey- (Non-SUE) Field & Office Suppor	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27b. Survey- (SUE) Field & Office Support	497	75	75	149	198	0	0	0	0	0	0	0	0	0	0	0	0	497
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	**821**	**75**	**75**	**149**	**198**	**324**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**821**

Notes:

1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Percentages for staff hour distribution by classification are entered below in rows 63 to 96 of this sheet.
3. Total Staff Hours (column O) may not match staff hours from Summary worksheet (column B) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns B and O match.
4. Formulas under "Total Staff Hours Range" (columns O & P) may be adjusted to provide desired range.

27a. Survey (Non-SUE) Field Crew Days:	0.0	4	-person crew days
27b. Survey (SUE-Designate) Field Crew Days:	49.0	3	-person crew days
27b. Survey (SUE-Locate) Field Crew Days:	43.3	3	-person crew days
27b. Survey (SUE-Survey) Field Crew Days:	23.1	3	-person crew days
Check (SUE Total):	115.4		

Firm Total 821

ESTIMATE OF WORK EFFORT - ECHO (Subconsultant)

Financial Project Number: 450858-1

Consultant's Pre-Negotiation Est.

Project Name: Thmopson Nursery Extension - Phase 2 Design

FAP Number: N/A

Date: 3/26/2026

Name of Consultant: **ECHO**

Staff Hour Distribution Percentages - Firm Total

WORK ACTIVITY	Hours from "Summary" sheet Column "D" Sub-1 Total	Project Manager 3	SUR Senior Surveyor 2	SUR Survey Project Manager 3	Survey/GIS/SUE Analyst 3 (Senior)	Utility Coordinator	Designer	Senior Tech.	Technician	Clerical	Work Class- 10	Work Class- 11	Work Class- 12	Work Class- 13	Work Class- 14	Work Class- 15	Work Class- 16	Total
3. Project Common & Project General Tasks	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
4. Roadway Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
5. Roadway Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
6a. Drainage Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
6b. Drainage Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
7. Utilities	324	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
8a. Env. Permits	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
8b. Env. Compliance & Clearances	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
10. Structures - Bridge Development Report	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
11. Structures - Temporary Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
12. Structures - Short Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
13. Structures - Medium Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
14. Structures - Structural Steel Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
15. Structures - Segmental Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
16. Structures - Movable Span	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
17. Structures - Retaining Walls	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
18. Structures - Miscellaneous	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
19. Signing & Pavement Marking Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
20. Signing & Pavement Marking Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
21. Signalization Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
22. Signalization Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
23. Lighting Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
24. Lighting Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
25. Landscape Architecture Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
26. Landscape Architecture Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
27a. Survey- (Non-SUE) Field & Office Suppor	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
27b. Survey- (SUE) Field & Office Support	497	15.0%	15.0%	30.0%	40.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
28. Photogrammetry	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
29. Mapping	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
30. Terrestrial Mobile LiDAR	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
31. Architecture Development	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
32. Noise Barriers Impact Design Assessment	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
33. Intelligent Transportation Systems Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
34. Intelligent Transportation Systems Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
35. Geotechnical	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
36. 3D Modeling	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 450858-1 Project Name: Thmopson Nursery Extension - Phase 2 Design

FAP Number: 0 Date: 3/26/2026 Name of Consultant: Kimley-Horn and Associates

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS RANGE		ON CADD
	Firm Total Hours	Senior Project Engineer Hours	Project Engineer Hours	Project Manager Hours	Drilling Manager Hours	Laboratory Manager Hours	Technical Secretary Hours	Cadd Operator Hours	Staff Engineer/QC Supervisor Hours	Chief Designer Hours	Chief Planner Hours	Senior Planner Hours	Project Planner Hours			PERCENT
3. Project Common and Project General Tasks	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	
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8. Environmental Permits,and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
35. Geotechnical	644	90	174	109	32	32	109	32	64	0	0	0	0	642	706	
TOTALS	644	90	174	109	32	32	109	32	64	0	0	0	0	**642**	**706**	

Field Survey Estimate:

0 4-person crew days

FIRM TOTAL **642** **706**

Notes:

1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Percentages for staff hour distribution by classification are entered below in rows 64 to 98 of this sheet.
3. Total Staff Hours (column O) may not match staff hours from Summary worksheet (column B) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns B and O match.
4. Formulas under "Total Staff Hours Range" (columns O & P) may be adjusted to provide desired range.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 450858-1

Project Name: Thmopson Nursery Extension - Phase 2 Design

FAP Number: 0

Date: 3/26/2026

Name of Consultant: Kimley-Horn and Associates

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Senior Project Engineer	Project Engineer	Project Manager	Drilling Manager	Laboratory Manager	Technical Secretary	Cadd Operator	Engineer/QC Supervisor	Chief Designer	Chief Planner	Senior Planner	Project Planner	Total
3. Project Common and Project General Tasks	715	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
4. Roadway Analysis	2805	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
5. Roadway Plans	1910	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
6a. Drainage Analysis	3154	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
6b. Drainage Plans	1420	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
6c. Selective C&G	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
7. Utilities	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
8. Environmental Permits,and Env. Clearances	586	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	436	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
10. Structures - Bridge Development Report	344	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
11. Structures - Temporary Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
12. Structures - Short Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
13. Structures - Medium Span Concrete Bridge	481	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
14. Structures - Structural Steel Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
15. Structures - Segmental Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
16. Structures - Movable Span	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
17. Structures - Retaining Walls	328	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
18. Structures - Miscellaneous	132	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
19. Signing & Pavement Marking Analysis	528	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
20. Signing & Pavement Marking Plans	179	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
21. Signalization Analysis	381	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
22. Signalization Plans	258	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
23. Lighting Analysis	184	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
24. Lighting Plans	93	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
25. Landscape Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
26. Landscape Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
27. Survey (Field & Office Support)	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
28. Photogrammetry	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
29. Mapping	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
30. Terrestrial Mobile LiDAR	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
31. Architecture Development	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
32. Noise Barriers Impact Design Assessment	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
33. Intelligent Transportation Systems Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
34. Intelligent Transportation Systems Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
35. Geotechnical	644	14.0%	27.0%	17.0%	5.0%	5.0%	17.0%	5.0%	10.0%	0.0%	0.0%	0.0%	0.0%	100.00%

PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 450858-1 Project Name: Thmopson Nursery Extension - Phase 2 Design

FAP Number: Date: 3/26/2026 Name of Consultant: Archaeological Consultants, Inc.

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS RANGE		ON CADD
	Firm Total	Project Manager	Chief Scientist	Senior Scientist	Chief Archaeologist	Senior Archaeologist	GIS Specialist	Archaeologist	Secretary/ Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12			
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			PERCENT
Project Description and Objectives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Environmental Analysis & Reports	258	0	26	44	29	64	20	66	9	0	0	0	0	258	284	
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Design Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTALS	258	0	26	44	29	64	20	66	9	0	0	0	0	**258**	**284**	
												FIRM TOTAL		**258**	**284**	

Notes:
1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Total Staff Hours (column O) may not match staff hours from Summary worksheet (column B) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns B and O match.
3. Formulas under "Total Staff Hours Range" (columns O & P) may be adjusted to provide desired range.

Field Survey Estimate:
4-man crew days

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 450858-1 Project Name: Thmopson Nursery Extension - Phase 2 Design

FAP Number: 0 Date: 3/26/2026 Name of Consultant: Archaeological Consultants, Inc.

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Project Manager	Chief Scientist	Senior Scientist	Chief Archaeologist	Senior Archaeologist	GIS Specialist	Archaeologist	Secretary/ Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	Total
Project Description and Objectives	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Public Involvement	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Engineering Analysis & Report	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Environmental Analysis & Reports	258	0.0%	10.1%	17.1%	11.2%	24.8%	7.8%	25.6%	3.5%	0.0%	0.0%	0.0%	0.0%	100.00%
Environmental Document	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Design Services	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Thmopson Nursery Extension - Phase 2 Design
County: Polk
FPN: 450858-1
FAP No.:

Consultant Name: Kimley-Horn and Associates
Consultant No.:
Date: 3/26/2026
Estimator: Joseph Roberts

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Engineer 2	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineer in Training	Senior Eng. Tech	Engineering Tech	Chief Designer	Chief Planner	Senior Planner	Project Planner	Planner	Chief Scientist	Senior Env. Specialist	Env. Specialist	Secretary/ Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$360.00	$300.00	$270.00	$240.00	$200.00	$170.00	$190.00	$155.00	$260.00	$345.00	$205.00	$180.00	$145.00	$270.00	$200.00	$165.00	$125.00			
3. Project Common and Project General Tasks	715	0	0	501	0	0	0	0	0	0	0	0	0	0	0	0	0	215	716	$162,145	$226.46
4. Roadway Analysis	2,805	140	0	140	281	421	1,262	140	421	0	0	0	0	0	0	0	0	0	2,805	$546,235	$194.74
5. Roadway Plans	1,910	96	0	96	191	287	860	96	287	0	0	0	0	0	0	0	0	0	1,913	$372,645	$194.80
6a. Drainage Analysis	3,154	158	0	158	315	473	1,419	158	473	0	0	0	0	0	0	0	0	0	3,154	$614,305	$194.77
6b. Drainage Plans	1,420	71	0	71	142	213	639	71	213	0	0	0	0	0	0	0	0	0	1,420	$276,545	$194.75
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits,and Env. Clearances	586	0	0	0	0	0	0	0	0	0	0	0	0	0	117	117	352	0	586	$113,070	$192.95
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	436	22	0	22	44	65	196	22	65	0	0	0	0	0	0	0	0	0	436	$84,995	$194.94
10. Structures - Bridge Development Report	344	17	0	17	34	52	155	17	52	0	0	0	0	0	0	0	0	0	344	$66,910	$194.51
11. Structures - Temporary Bridge	0	0	0	0	0	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	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	481	24	0	24	48	72	216	24	72	0	0	0	0	0	0	0	0	0	480	$93,480	$194.75
14. Structures - Structural Steel Bridge	0	0	0	0	0	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	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	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	328	16	0	16	33	49	148	16	49	0	0	0	0	0	0	0	0	0	327	$63,595	$194.48
18. Structures - Miscellaneous	132	7	0	7	13	20	59	7	20	0	0	0	0	0	0	0	0	0	133	$25,990	$195.41
19. Signing & Pavement Marking Analysis	528	26	0	26	53	79	238	26	79	0	0	0	0	0	0	0	0	0	527	$102,545	$194.58
20. Signing & Pavement Marking Plans	179	9	0	9	18	27	81	9	27	0	0	0	0	0	0	0	0	0	180	$35,055	$194.75
21. Signalization Analysis	381	19	0	19	38	57	171	19	57	0	0	0	0	0	0	0	0	0	380	$74,005	$194.75
22. Signalization Plans	258	13	0	13	26	39	116	13	39	0	0	0	0	0	0	0	0	0	259	$50,465	$194.85
23. Lighting Analysis	184	9	0	9	18	28	83	9	28	0	0	0	0	0	0	0	0	0	184	$35,750	$194.29
24. Lighting Plans	93	5	0	5	9	14	42	5	14	0	0	0	0	0	0	0	0	0	94	$18,370	$195.43
25. Landscape Analysis	0	0	0	0	0	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	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	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	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	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	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	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	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	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
36. 3D Modeling	526	26	0	26	53	79	237	26	79	0	0	0	0	0	0	0	0	0	526	$102,375	$194.63
Total Staff Hours	14,460	658	0	1,159	1,316	1,975	5,922	658	1,975	0	0	0	0	0	117	117	352	215	14,464		
Total Staff Cost		$236,880.00	$0.00	$312,930.00	$315,840.00	$395,000.00	$1,006,740.00	$125,020.00	$306,125.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,590.00	$23,400.00	$58,080.00	$26,875.00		**$2,838,480.00**	**$196.24**

Check = $2,838,480.00

Survey Field Days by Subconsultant
4 - Person Crew:

SALARY RELATED COSTS:								$2,838,480.00
OVERHEAD:			0%					$0.00
OPERATING MARGIN:			0%					$0.00
FCCM (Facilities Capital Cost Money):			0.00%					$0.00
EXPENSES:			0.00%					$0.00
Survey (Field - if by Prime)	0	4-person crew days @				$ -	/ day	$0.00
SUBTOTAL ESTIMATED FEE:								**$2,838,480.00**
Subconsultant:	Imperial Testing							$87,980.00
Subconsultant:	ECHO							$382,434.56
Subconsultant:	ACI							$38,420.12
SUBTOTAL ESTIMATED FEE:								**$3,347,314.68**
Geotechnical Field and Lab Testing								$106,507.00
SUBTOTAL ESTIMATED FEE:								**$3,453,821.68**
Optional Services								$0.00
GRAND TOTAL ESTIMATED FEE:								**$3,453,821.68**

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.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Thmopson Nursery Extension - Phase 2 Design
County: Polk
FPN: 450858-1
FAP No.:

Consultant Name: Imperial Testing
Consultant No.:
Date: 3/26/2026
Estimator:

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Senior Project Engineer	Project Engineer	Project Manager	Drilling Manager	Laboratory Manager	Technical Secretary	Cadd Operator	Staff Engineer/QC Supervisor	Chief Designer	Chief Planner	Senior Planner	Project Planner	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$195.00	$180.00	$130.00	$125.00	$110.00	$60.00	$90.00	$125.00	$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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
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)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	644	90	174	109	32	32	109	32	64	0	0	0	0	642	$87,980	$137.04
Total Staff Hours	644	90	174	109	32	32	109	32	64	0	0	0	0	642		
Total Staff Cost		$17,550.00	$31,320.00	$14,170.00	$4,000.00	$3,520.00	$6,540.00	$2,880.00	$8,000.00	$0.00	$0.00	$0.00	$0.00		**$87,980.00**	**$137.04**

Check = $87,980.00

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:					$87,980.00
OVERHEAD:		0%			$0.00
OPERATING MARGIN:		0%			$0.00
FCCM (Facilities Capital Cost Money):		0.00%			$0.00
EXPENSES:		0.00%			$0.00
Survey (Field - if by Prime)	#REF!	4-person crew days @	$ -	/ day	#REF!
SUBTOTAL ESTIMATED FEE:					**$87,980.00**
SUBTOTAL ESTIMATED FEE:					**$87,980.00**
Geotechnical Field and Lab Testing					$106,507.00
SUBTOTAL ESTIMATED FEE:					**$194,487.00**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$194,487.00**

ESTIMATE OF WORK EFFORT AND COST - ECHO (Subconsultant)

Exhibit "B"

Consultant's Pre-Negotiation Est.

Name of Project: Thmopson Nursery Extension - Phase 2 Design
County:
FPN: 450858-1
FAP No.:

Contract No.: N/A
Districtwide Master Contract # / FP ID:

Consultant Name: ECHO
Consultant No.:
Date: 3/26/2026
Estimator: Jerry Comellas, Jr., PE, Eric Cordeau

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager 3	SUR Senior Surveyor 2	SUR Survey Project Manager 3	Survey/GIS/SUE Analyst 3 (Senior)	Utility Coordinator	Engineering Intern	Senior Designer	Chief Scientist	Scientist	Utility Coordinator	Work Class- 11	Work Class- 12	Work Class- 13	Work Class- 14	Work Class- 15	Work Class- 16	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$304.83	$260.83	$164.81	$95.94	$141.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project Common & Project General Tasks	0	0	0	0	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	0	0	0	$0	#DIV/0!
5. Roadway Plans	0	0	0	0	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	0	0	0	$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	324	0	0	0	0	324	0	0	0	0	0	0	0	0	0	0	0	324	$45,814	$141.40
8a. Env. Permits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8b. Env. Compliance & Clearances	0	0	0	0	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	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	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	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	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	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	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	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	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	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	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	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	0	0	0	$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	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	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	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	0	0	0	$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27a. Survey- (Non-SUE) Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27b. Survey- (SUE) Field & Office Support	497	75	75	149	198	0	0	0	0	0	0	0	0	0	0	0	0	497	$85,977	$172.99
28. Photogrammetry	0	0	0	0	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	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	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	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	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	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	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	**821**	**75**	**75**	**149**	**198**	**324**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**821**		
Total Staff Cost		**$22,862.25**	**$19,562.25**	**$24,556.69**	**$18,996.12**	**$45,813.60**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$131,790.91**	**$160.52**

Check = $131,790.91

Notes:

1. This sheet to be used by Subconsultant to calculate its fee.
2. UNUSED Subconsultant "ROWS SHALL be hidden."

SALARY RELATED COSTS:				$131,790.91
OVERHEAD:	0.00%			$0.00
OPERATING MARGIN:	0.00%			$0.00
FCCM (Facilities Capital Cost Money):	0.0000%			$0.00
EXPENSES:	0.00%			$0.00
Environmental Permit Fees: ECHO				$0.00
			SUBTOTAL ESTIMATED FEE:	**$131,790.91**
Survey Survey (Non-SUE) Field	0.0	4-person crew days @	$0.00 / day	$0.00
(SUE)				
Survey (SUE-Designate) Field	392.0	3-person crew days @	$ 282.56 / day	$110,763.52
Survey (SUE-Locate) Field	346.4	3-person crew days @	$ 282.56 / day	$97,878.78
Survey (SUE-Survey) Field	184.8	3-person crew days @	$ 227.28 / day	$42,001.34
			(SUE-Field) SUBTOTAL ESTIMATED FEE:	**$250,643.65**
			GEOTECHNICAL (Field and Lab Testing):	$0.00
			SUBTOTAL ESTIMATED FEE:	**$382,434.56**
			Optional Services:	$0.00
			GRAND TOTAL ESTIMATED FEE:	**$382,434.56**

PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Thmopson Nursery Extension - Phase 2 Design
County:
FPN: 450858-1
FAP No.:

Consult. Name: Archaeological Consultants, Inc.
Consult. No.
Date: 3/26/2026
Estimator: Kim Irby

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Scientist	Senior Scientist	Chief Archaeologist	Senior Archaeologist	GIS Specialist	Archaeologist	Secretary/ Clerical	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	$242.61	$198.76	$159.01	$138.19	$134.40	$93.44	$117.37	$0.00	$0.00	$0.00	$0.00			
Project Description and Objectives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Engineering Analysis & Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Environmental Analysis & Reports	258	0	26	44	29	64	20	66	9	0	0	0	0	258	$38,420	$148.92
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Design Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	258	0	26	44	29	64	20	66	9	0	0	0	0	258		
Total Staff Cost		$0.00	$6,307.86	$8,745.44	$4,611.29	$8,844.16	$2,688.00	$6,167.04	$1,056.33	$0.00	$0.00	$0.00	$0.00		**$38,420.12**	**$148.92**

Check = $38,420.12

SALARY RELATED COSTS:			$38,420.12
OVERHEAD:	0.00%		$0.00
OPERATING MARGIN:	0.00%		$0.00
FCCM (Facilities Capital Cost Money):	0.00%		$0.00
EXPENSES:	0.00%		$0.00
SALARY RELATED SUBTOTAL:			**$38,420.12**
Survey (Field - if by Sub)	0.00	4-man crew days $ - / day	$0.00
SUBTOTAL - SUBCONSULTANT			**$38,420.12**
Optional Services			$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:			**$38,420.12**

Note:
1. This sheet to be used by Subconsultant to calculate its fee.

Project Activity 3: General Tasks

Estimator: Joseph Roberts

Thmopson Nursery Extension - Phase 2 Design
450858-1

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	N/A - County stated no CAP required
3.1.2	Notifications	LS	1	0	0	N/A - County decided not to provide elected offical notification letter
3.1.3	Preparing Mailing Lists	LS	1	0	0	N/A no public meetings
3.1.4	Median Modification Letters	LS	1	0	0	N/A - No medians along project
3.1.5	Driveway Modification Letters	LS	1	0	0	N/A - not part of scope
3.1.6	Newsletters	LS	1	0	0	N/A - not part of scope
3.1.7	Renderings and Fly Throughs	LS	1	0	0	N/A - not part of scope
3.1.8	PowerPoint Presentation	LS	1	0	0	N/A - not part of scope
3.1.9	Public Meeting Preparations	LS	1	0	0	N/A - not part of scope
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	N/A - not part of scope
3.1.11	Other Agency Meetings	LS	1	0	0	N/A - not part of scope
3.1.12	Web Site	LS	1	0	0	N/A - not part of scope
	3.1 Public Involvement Subtotal				**0**	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications & Estimates					
3.3.1	Specifications Package Preparation	LS	1	20	20	specifications creation using FDOT
3.3.2	Estimated Quantities Report Preparation	Report	1	Calculated Hours	28	Roadway, Drainage, Lighting, Structures, Signals, S&PM
		Components	6	28		
3.4	Contract Maintenance and Project Documentation	LS	1	128	128	20 hours start-up + 16 month project duration +12 final documentation = 20+16*6 +12 = 128
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	N/A
3.6	Prime Consultant Project Manager Meetings	LS	1	539	539	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	To be negotiated at a future date
3.9	Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.11.1	Aeronautical Evaluation	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					**715**	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	32	9	288	travel time, meeting mintues, attendance PM and Deputy etc. Data is provided in roadway analysis section
Drainage	EA	9	9	81	travel time, meeting mintues, attendance PM and Deputy
Selective C&G	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	3	9	27	travel time, meeting mintues, attendance PM and Deputy
Structures	EA	1	9	9	travel time, meeting mintues, attendance PM and Deputy
Signing & Pavement Marking	EA	2	9	18	travel time, meeting mintues, attendance PM and Deputy
Signalization	EA	4	9	36	travel time, meeting mintues, attendance PM and Deputy
Lighting	EA	8	9	72	travel time, meeting mintues, attendance PM and Deputy
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LiDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	0	0	0	included in the roadway meetings above
Phase Reviews	EA	0	0	0	
Field Reviews	EA	1	8	8	
Total Project Manager Meetings		60		539	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. **If the hours per meeting vary in length (hours) enter the average in the hour/unit column.**
2. **Do not double count agency meetings between permitting agencies.**
3. **Project manager meetings are calculated in each discipline sheet and brought forward to Column D.**

Project Activity 4: Roadway Analysis

Estimator: Luis Nieto

Thmopson Nursery Extension - Phase 2 Design
450858-1

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	102	102	Thompson Nursery Rd = 3 Typicals ; W Lake Ruby Dr = 1 typical ; Conservation Way = 1 Typical ; US 27 = 2 Typicals ; Chalet Suzanne Rd = 1 Typical ; Total # of Typicals= 8 Typicals. 22 hrs for Data sheet + 10 hrs per typical * 8 typicals = **102 hrs Total**
4.2	Pavement Type Selection Report	LS	1	0	0	N/A
4.3	Pavement Design Package	LS	1	120	120	Thompon Nursery Rd: (1) New Const Pavt Design + (1) Milling and Resurfacing (M&R) ; West Lake Ruby Dr: (1) Reconst; Conservation Way: (1) Reconst, US 27: (1) New Const, (1) M&R; Chalet Suzanne Rd: (1) Reconst, (1) M&R; Total Pavement designs = 8; Initial Set up + 1 pavement design = 50 hrs + 7 pavement designs @ 10 hrs each = **120 hrs Total**
4.4	Cross-Slope Correction	LS	1		0	
4.5	Horizontal /Vertical Master Design Files	LS	1	890	890	Project length = 2.9 miles; 320 hrs (1st mile) + 300 hrs * 1.9 (remaining miles) = 890 **hrs**
4.6	Access Management	LS	1	58	58	2.9 miles of divided roadway * 20 hrs per mile = **58 hrs**
4.7	Roundabout Evaluation	LS	1	0	0	N/A
4.8	Roundabout Final Design Analysis	LS	1	0	0	N/A
4.9	Cross Section Design Files	LS	1	0	0	Using Task 36.5 for this section
4.10	Temporary Traffic Control Plan Analysis	LS	1	210	210	Level II and Level III: Analysis necessary to develop a TTCP concept, such as determining lane configurations, lane closure analysis, traffic pacing analysis, detour usage, diversions usage, lane shift usage, and creating a pedestrian TTCP concept; (LS) 140 hrs; Add ons: Temp Signalization = 30 hrs; Cross Section analysis: US 27 (24 hrs); W Lake Ruby Dr (16 hrs). Total cross section analysis= 40 hrs. **Total TTCP analysis =210 hrs**
4.11	Master TTCP Design Files	LS	1	679	679	Vehicular TTCP = 44 hrs * 2.9 miles * 4 phases = 511 hrs; Pedestrian TCP = 24 hrs * 4 phases = 96 hr; Temporary Drainage = 24 hrs * 3 phases = 72 hrs. Total Hours = 679 **hrs Total**
4.12a	Selective Clearing and Grubbing of Existing VegetationField Assessment	LS	1	0	0	N/A
4.12b	Selective Clearing and Grubbing Site Inventory of Existing Vegetation and Cross-Discipline Coordination (OPTIONAL SERVICES)	LS	1	0	0	N/A
4.12c	Selective Clearing and Grubbing- Existing Vegetation Maintenance Report	LS	1	0	0	N/A

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.13	Tree Dispostion Plan	LS	1	0	0	N/A
4.14	Design Variations and Exceptions	LS	1	0	0	None antcipated at this time
4.15	Design Report	LS	1	60	60	SE Calcs, Truck Turning Movements, Intersection Sight Distance, Sight Distance
4.16	Quantities	LS	1	143	143	16 hrs / mile * 2.9 miles + 48 hrs x 2 (Roadway & TCP) = **143 hrs**
4.17	Cost Estimate	LS	1	48	48	Initial Cost Estimate 16 hrs + 4 submittals * 8 hrs= 3 * 24 hrs = **48 hrs**
4.18	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	N/A
4.19	Other Roadway Analyses	LS	1	0	0	N/A
Roadway Analysis Technical Subtotal					**2310**	
4.20	Field Reviews	LS	1	48	48	3 field review * 2 people * 8 hrs per field visit (2 hr drive + 6 hr field review) = 48 hrs
4.21	Monitor Existing Structures	LS	1	0	0	N/A
4.22	Technical Meetings	LS	1	160	160	Meetings are listed below
4.23	Quality Assurance/Quality Control	LS	%	5%	116	
4.24	Independent Peer Review	LS	%	0%	0	
4.25	Supervision	LS	%	5%	116	
Roadway Analysis Nontechnical Subtotal					**440**	
4.26	Coordination	LS	%	2%	55	
4. Roadway Analysis Total					**2805**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Typical Section	EA	1	5	5	1 Typ Section meeting with prep work (1 person)	yes	1
Pavement	EA	1	5	5	1 Pavement Design meeting with prep work (1 person)	yes	1
Access Management	EA	1	5	5	1 Access management meeting with prep work (1 person)	yes	1
15% Line and Grade	EA	0	0	0			0
Driveways	EA	0	0	0			0
Local Governments (cities, counties, MPO)	EA	6	5	30	In person Meetings with meeting and Prep Work (1 p)	yes	6
Work Zone Traffic Control	EA	2	5	10	In person Meetings with meeting and Prep Work (1 p)	yes	2
30/60/90/100% Comment Review Meetings	EA	4	5	20	In person Meetings with meeting at each Phase and Prep Work (1 p)	yes	4
Other Meetings	EA	17	5	85	Kick-Off, 16 Monthly Progress Mtgs	yes	17
Subtotal Technical Meetings				**160**		**Subtotal Project Manager Meetings**	32
Progress Meetings (if required by FDOT)	EA	0	0	0	***PM attendance at Progress Meetings is manually entered on General Task 3***		- -
Phase Review Meetings	EA	0	0	0	**PM attendance at Phase Review Meetings is manually entered on General Task 3**		- -
Total Meetings				**160**	**Total Project Manager Meetings (carries to Tab 3)**		**32**

Project Activity 5: Roadway Plans

Estimator: Luis Nieto

Thmopson Nursery Extension - Phase 2 Design
450858-1

Representing		Print Name	Signature / Date
Polk County			
Kimley-Horn and Associates			

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet & Signature Sheet		Sheet	1	8	8	
5.2	Summary of Pay Items Including Quantity Input		Sheet	3	24	72	
5.3	Typical Section Sheets						
5.3.1	Typical Sections		EA	8	10	80	
5.3.2	Typical Section Details		EA	1	0	0	
5.4	General Notes/Pay Item Notes		Sheet	1	12	12	
5.5	Summary of Quantities Sheets		Sheet	20	5	100	
5.6	Project Layout	200	Sheet	6	8	48	2.9 miles project length * 5280 ft / mile = 15,312 ft. / 2900 ft per sheet coverage = 6 sheets
5.7	Plan/Profile Sheet		Sheet	0	0	0	
5.8	Profile Sheet	50	Sheet	25	6	150	2.9 miles project length * 5280 ft / mile = 15,312 ft. / 725 ft per sheet coverage = 22 sheets. W Lake Ruby Dr = 1 sheet; US 27 = 2 sheets. **Total Profile sheets = 25 sheets**
5.9	Plan Sheet	50	Sheet	25	6	150	2.9 miles project length * 5280 ft / mile = 15,312 ft. / 725 ft per sheet coverage = 22 sheets. W Lake Ruby Dr = 1 sheet; US 27 = 2 sheets. Total Profile sheets = 25 sheets
5.10	Special Profile		Sheet	0	0	0	
5.11	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	N/A
5.12	Interchange Layout Sheet		Sheet	0	0	0	N/A

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.13	Ramp Terminal Details (Plan View)		Sheet	0	0	0	N/A
5.14	Intersection Layout Details	20	Sheet	6	16	96	Intersection Layout sheets for: (1) W Lake Ruby Dr; (1) Traditions Blvd. (1) Lake Ashton Blvd. (1) Ashton Covey Blvd (1) Conservation Way; (1) US 27. **Total = 6 intersection Detail sheets**
5.15	Special Details		EA	0	0	0	
5.16	Cross-Section Pattern Sheets		Sheet	0	0	0	N/A
5.17	Roadway Soil Survey Sheets	200	Sheet	6	1	6	Sheet provided by Geotechnical discipline.
5.18	Cross Sections		EA	185	0.5	93	Project Length = 15,312 ft. / 100 ft cross sections = 154 cross sections; W Lake Ruby Dr = 320 ft / 50 ft cross sections= 7 cross sections; US 27 = 1200 ft / 50 ft cross sections = 24 cross sections. **Total Cross sections = 185 cross sections**
5.19	Temporary Traffic Control Plan Sheets	50	Sheet	100	6	600	Project length + side streets = 25 sheets * 4 TCP phases = 100 sheets
5.20	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	N/A
5.21	Temporary Traffic Control Detail Sheets		Sheet	6	10	60	(2) General TCP notes (2) TCP Phasing notes w/ typicals (2) Advance TTCP signs . **Total sheets = 6 sheets**
5.22	Utility Adjustment Sheets		Sheet	25	9	225	25 sheets (Same as roadway plan sheets)
5.23	Selective Clearing and Grubbing Sheets						
5.23.1	Selective Clearing and Grubbing		Sheet	0	0	0	NA
5.23.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	NA
5.24	Tree Disposition Sheets						
5.24.1	Tree Disposition Plan Sheets		Sheet	0	0	0	NA
5.24.2	Tree Disposition Plan Tables and Schedules		Sheet	0	0	0	NA
5.25	Project Control Sheets	200	Sheet	6	1	6	Sheet provided by Geotechnical discipline.
5.26	Environmental Detail Sheets		Sheet	0	0	0	
5.27	Utility Verification Sheets (SUE Data)		Sheet	3	10	30	
					Roadway Plans Technical Subtotal	**1736**	
5.28	Quality Assurance/Quality Control		LS	%	5%	87	
5.29	Supervision		LS	%	5%	87	
					5. Roadway Plans Total	**1910**	

Estimator:

6a. Drainage Analysis Staff Hours

Thmopson Nursery Extension - Phase 2 Design
450858-1

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
6a.1	Base Clearance Analysis	Locations	5	Standard	40	0	0	40	Total # of Sag locations
		Report	0		0	0	0	0	
6a.2	Hydroplaning Analysis	LS	0		0	0	0	0	
6a.3	Existing Permit Analysis	LS	1	Complex	20	0	0	20	Exist. permit search through area
6a.4	Utility Conflict Matrix (for drainage structures)	LS	1	Complex	16	0	0	16	Updating Utility Conflict Matrix
6a.5	Noise Barrier Drainage Analysis	Wall Length (Miles)	0.00		0	0	0	0	
6a.6	Temporary Drainage Analysis	LS	1	Complex	40	0	0	40	For areas of drainage concern for MOT design
6a.7	Pond Siting Analysis and Report	Basins	5	Simple	120	0	0	120	Stormwater management Report & Assessment
		Report	0		0	0	0	0	
6a.8	Analysis of Pipe Video Inspection Report	LS	0		0	0	0	0	
6a.9	Bridge Hydraulic Report (Canal Crossing or Ped Bridge)	Canal Xing or Ped Bridge	0	Standard	0	0	0	0	
	Bridge Hydraulic Report (Main Bridge, Non-Tidal)	w/o Relief Bridges	1	Standard	200	0	0	200	Bridge crossing through Peace Creek Canal
		With Relief Bridges	0		0	0	0	0	
		No-Rise	0		0	0	0	0	
	Bridge Hydraulic Report (Main Bridge, Tidal)	w/o Relief Bridges	0		0	0	0	0	
		With Relief Bridges	0		0	0	0	0	
		No-Rise	0		0	0	0	0	
	Wave Modeling	Wave Modeling	0		0	0	0	0	
6a.10	Design of Minor Cross Drains	Cross Drains	0	Simple	0	0	0	0	
				Standard	0	0	0	0	
			0	Complex	0	0	0	0	
			0	Simple	0	0	0	0	

	Design of Major Cross Drains	Cross Drains	5	Standard	120	0	0	120	4 identified cross drains, 1 in Basin 13 based on PSR,1 across from lake ashton Golf Club. 2 across from recently permitting The Preserve at Lake Ashton. 1 potential additional cross drain at Basin 17 location to accompany road change in profile.
			0	Complex	0	0	0	0	
6a.11	Design of Ditches and Side Drains	Ditches (Miles)	0.00	Simple	0	0	0	0	
			6.00	Standard	120	0	0	120	Assumed 6.0 miles (2x length of project)
			0.00	Complex	0	0	0	0	
		Side Drains	25		50	0	0	50	Based on driveway crossings and future maintenance access points to ponds
6a.12	Design of Stormwater Management Facility	Ponds	0	Simple	0	0	0	0	
				Standard	0	0	0	0	
			7	Complex	700	0	0	700	Pond 14B1, 14B2, 15A, 16A, 17B, 18B. Stormwater management effort for calculations in Basin 13 draining to Pond 12 (from others)
		Cells	0		0	0	0	0	
6a.13	Design of Floodplain Compensation	Basins	4	Complex	272	0	0	272	From PSR of Seg. 5, number of anticipated basins with FPC
6a.14	Design of Storm Drains	Drainage Structures	178	Standard	623	0	0	623	project length 3.0 miles roughly 15800 ft.
		Non-Standard Structures	6		18	0	0	18	6 pond control structures
6a.15	Optional Culvert Material	Drainage Pipes	178	Standard	38	0	0	38	
6a.16	Design of Trench Drains	Each	0		0	0	0	0	
6a.17	Design of French Drain Systems	Cell	0		0	0	0	0	
	Evaluation of Existing French Drain Systems	Cell	0		0	0	0	0	
6a.18	Design of Drainage Wells	Wells	0		0	0	0	0	
6a.19	Stormwater Runoff Control Concept	Length (Miles)	6.00	Complex	36	0	0	36	Assumed 6.0 miles (2x length of project). Perimeter protection for both sides of road. Peace Creek Canal stormwater runoff protection
6a.20	Other Drainage Tasks	LS			0	0	0	120	Peace creek Canal is public land north + south of TNR segment 5. Private land for through section of TNR seg. 5. ~40hrs for effort of coordination with public land owners/easements for canal requirements. Ask Joe. Drainage connection permit for USHWY 27 connection at end of project. Includes coordination and drainage analysis for FDOT(80 hrs).

6a.21	Drainage Design Documentation Report	Report	1	Complex	80	0	0	80	
		Exhibits	5		40	0	0	40	Assumed Exhibits: Floodplain compensation + XSs, Wetland Exhibits, Soils, Pond + R/W exibits
6a.22	Drainage Quantities for EQ Report	LS	0	Standard	0	0	0	0	
6a.23	Cost Estimate	Engineer Estimate	3	Standard	15	0	0	15	
		LRE Updates	0		0	0	0	0	
6a.24	Technical or Modified Special Provisions	TSPs & MSPs	0		0	0	0	0	
Drainage Analysis Technical Subtotal					**2548**	**0**	**0**	**2668**	
6a.25	Quality Assurance/Quality Control	LS	1	5%	128	0	0	134	
6a.26	Supervision	LS	1	5%	128	0	0	134	
6a.27	Drainage Meetings (listed below)	Meetings	32		64	0	0	64	
		Travel Time			8	0	0	8	
6a.28	Field Reviews (listed below)	LS			54	0	0	54	
Drainage Analysis Non-Technical Subtotal					**382**	**0**	**0**	**394**	
6a.29	Coordination	%	1	3%	88	0	0	92	
Drainage Analysis Total					**3018**	**0**	**0**	**3154**	

Carries to Summary Tab

Technical Meetings	# Meetings Designer	Travel Time (Hours)	# Meetings PM	Documentation
Base Clearance Water Elevation	0	0	0	
Pond Siting	1	0	1	
Agency	4	3	4	
Local Governments (cities, counties)	2	3	1	
FDOT Drainage	0	0	0	
Utility Coordination	2	0	1	
Other Meetings	2	0	2	
Subtotal Technical Meetings	**11**	**6**	**9**	
Progress Meetings (if required by FDOT)	19	2		
Phase Review Meetings	2	0		
Total Drainage Meetings	**32**	**8**		

Field Reviews	# of Staff	Site Time (per staff)	Travel Time (per staff)	Total Hours
Field Review #1	2	6	3	18
Field Review #2	2	6	3	18
Field Review #3	2	6	3	18
Field Review #4	0	0	0	0
Plans-in-hand Field Review	0	0	0	0
Total Field Review Hours				**54**

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn	Victor Gallo	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
6b.1	Drainage Map (Including Interchanges)		Sheet	7	24	168	assumes 200 scale at 2800 lf per sheet; 6 post developed map + 1 Exist. Structures Sheet
6b.2	Summary of Drainage Structures		Sheet	7	20	140	184 structure/ 30 structures / sheet = 7 sheets
6b.3	Drainage Structures		EA	184	2.5	460	Project length 17,000 ft / 200ft per inlet * 2 inlets per C&G side = 158. 6 ponds 1 outfall structure and 1 control structure per pond. 5 FPCs 1 outfall structure per FPC. 3 side streets 3 inlets per side street (1 junction 1 for each side of curb). 158+12+5+9 = 184
6b.4	Lateral Ditch Plan/Profile		Sheet	0	0	0	N/A covered in plan view of sheets
6b.5	Lateral Ditch Cross Sections		EA	8	12	96	Detail Sheets for Pond typical sections
6b.6	Retention/Detention Ponds Detail Sheets		Sheet	11	24	264	Pond 14b1, 14b2, 15, 16, 17, 18 + FPC 14/15, 16, 17, 18
6b.7	Retention Pond Cross Sections		EA	96	0.25	24	Pond cross sections (16 per pond)
6b.8	Erosion Control Plan Sheets		Sheet	26	4	104	Erosion Control Plan Sheets, same as roadway plan sheets
6b.9	SWPPP Sheets		Sheet	3	4	12	SWPPP information
					Drainage Plans Technical Subtotal	**1268**	
6b.10	Quality Assurance/Quality Control		LS	%	7%	89	
6b.11	Supervision		LS	%	5%	63	
					6. Drainage Plans Total	**1420**	

Project Activity 7. Utilities (ECHO)

Estimator: Eric Cordeau, ECHO UES	:(Drop down box) **Consultant's Pre-Negotiation Est.**	Thompson Nursery Road from W. Lake Ruby Dr. to the US 27 (Design Segment 5) 0

Representing	Print Name	Signature / Date
Polk County:		
Consultant-ECHO (Firm Initials):	**Eric Cordeau**	

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Utility Kickoff Meeting	LS	1	0	0	DO NOT manually input specific values on this row. This task is computed from the Technical Meetings below.
7.2	Identify Existing Utility Agency Owners (UAOs)	LS	18	1	18	# UAOs within the limits of this project through permit research, field verification, project as builts and Sunshine 811 Design Ticket.
7.3	Make Utility Contacts	LS	18	4	72	Send a statutory contact letter and distribute current phase plans to # of UAOs at 30, 60, 90 and 100% (1 hr per UAO contact @ 4 phases/contacts)
7.4	Exception Processing	LS	1	0	0	N/A
7.5	Preliminary Utility Meeting	LS	1	0	0	DO NOT manually input specific values on this row. This line will be automaticaly computed by the tabulation at the bottom of this tab.
7.6	Individual / Field Meetings	LS	1	14	14	DO NOT manually input specific values on this row. This line will be automaticaly computed by the tabulation at the bottom of this tab.
7.7	Collect and Review Plans and Data from UAO(s)	LS	18	2	36	Collect UAO marked plans, evaluate for content, accuracy, utility type, material, and size. Provide markups to the EOR for incorporation into the plans. Forward all requests for reimbursement and supporting documentation to the County. # UAOs x 1 hr per UAO at both 30% and 60% (1 hr each phase)
7.8	Subordination of Easements Coordination	LS	1	0	0	N/A - by the County ROW office
7.9	Utility Design Meeting	LS	1	12	12	DO NOT manually input specific values on this row. This line will be automaticaly computed by the tabulation at the bottom of this tab.
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	18	4	72	Collect and review RGBs and URS for completeness and correctness. Circulate RGBs and URS for review and comment by all discipline EORs. Circulate Final URS for signatures. (2.00 hrs per document, per phase) DRAFT RGBs and DRAFT URS 2.00 hrs x # UAOs at 90% phase FINAL RGBs and FINAL URS 2.00 hrs x # UAOs at 100% phase
7.11	Utility Coordination/Followup	LS	18	2	36	2 hours per UAO to follow up with delinquent UAO's. May include follow-up contact by correspondence or telephone, assisting UAOs with interpreting plans, and assisting with the completion of the utility relocation schedules or agreements to motivate and ensure UAO compliance to complete and return the required documents in accordance with the project schedule.

Project Activity 7. Utilities (ECHO)

7.12	Utility Constructability Review	LS	18	2	36	Review utility conflict matrix with the EORs for all disciplines. Constructibility review of RGBs with the EOR at 90% or 100% to ensure conflict resolution. Review utility work schedules against plans, determine if there is sufficient time for prior work before contract letting date, and assist the EOR in comparing TTCP phasing for construction compatibility. 1 hr per UAO x # UAOs for RGB conflict resolution 1 hr per UAO x # UAOs for URS construction compatibility
7.13	Additional Utility Services	LS	1	0	0	Optional Services (S/A)
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	Optional Services (S/A if UWHCA is requested by a UAO)
7.15	Contract Plans to UAO(s)	LS	1	8	8	Send Final S&S Plans to UAOs
7.16	Certification/Close-Out	LS	1	8	8	Quality assurance check for all utility files and supporting documentation, close out any open review assignments, preparation and submittal of the Utility Certification Letter
7.17	Other Utilities	LS	1	8	8	Assist the EOR with the review of Utility Permits submitted during design phases
				7. Utilities Total	**324**	

Technical Meetings	**Units**	**No of Units**	**Hours/ Unit**	**Total Hours**	**Comments**	*PM Attendance at Meeting Required?*	
						Yes / No ***(drop down box)***	*Number*
Kickoff (see 7.1)	EA	0	0	0	N/A	Yes	0
Preliminary Meeting (see 7.5)	EA	0	0	0	N/A	No	0
Individual UAO Meetings (see 7.6)	EA	4	2	8	Individual meetings with UAOs	Yes	4
Field Meetings (see 7.6)	EA	1	6	6	Field Review, including travel time	No	0
Design Meeting (see 7.9)	EA	2	6	12	Utility Coordination Design Meeting with UAOs at 60 or 90%, includes scheduling, agenda and minutes	Yes	2
Other Meetings *(this is automatically added into Utilities Total (cell F27))*	EA	4	1	4	Meetings or teleconferences with the consultant design team and/or the County to review project plans, changes, conflict resolution and/or phase submittal reviews.	Yes	4
Total Meetings				**30**	***Total Project Manager Meetings (carries to Tab 3)***		**10**

Project Activity 8: Environmental Permits

Estimator:

Thmopson Nursery Extension - Phase 2 Design
450858-1

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates	**Jeff Hemphill**	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Permits and Environmental Clearances					
8.1	Preliminary Project Research	LS	1	12	12	Review permits, summarize other segments, etc.
	Permits					
8.2	**Field Work**					
8.2.1	Pond Site Alternatives	per pond site	2	4	8	Assumes up to 2 pond sites
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	40	40	WL & SHW
8.2.3	Species Surveys	LS	1	266	266	General wildlife survey, FBB survey + report (234 hrs), GT survey (20 hrs)
8.3	Agency Verification of Wetland Data	LS	1	16	16	SWFWMD/USACE
8.4	**Complete And Submit All Required Permit Applications**					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	120	120	SWFWMD ERP - Section A, Section C, Section E, environmental narrrative, drainage support; USACE - ENG 4345, Environmental Narrative, 200' scale exhibits
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.5	Coordinate and Review Dredge and Fill Sketches	LS	1	12	12	Wetland impact plan/dredge and fill sketches
8.6	**Complete and Submit Documentation for Coordination and/or USCG Bridge Permit Application**					
8.6.1	Prepare and submit required documents for USCG coordination	LS	1	0	0	
8.6.2	Complete and submit USCG Bridge Application	LS	1	0	0	
8.7	Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application	LS	1	0	0	
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.9	Prepare USACE Section 408 Application to Alter a Civil Works Project	LS	1	0	0	
8.10	Compensatory Mitigation Plan	LS	1	2	2	Assumes mitigation bank credit purchase
8.11	Mitigation Coordination and Meetings	LS	1	2	2	
8.12	Regulatory Agency Support	LS	1	0	0	
8.13	Other Environmental Permits	LS	1	0	0	
	Environmental Clearances, Reevaluations, and Technical Support					
8.14	**Technical support to the Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)**					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Resources	LS	1	0	0	
8.14.3	Section 4(f), 6(f), and ARC	LS	1	0	0	
8.14.4	Wetland Impact Analysis	LS	1	0	0	
8.14.5	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.14.6	Protected Species and Habitat Impact Analysis	LS	1	0	0	
8.15	**Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)**					
8.15.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.15.2	Archaeological and Historical Resources	LS	1	0	0	
8.15.3	Section 4(f), 6(f), and ARC	LS	1	0	0	
8.15.4	Wetland Impact Analysis	LS	1	0	0	
8.15.5	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.15.6	Protected Species and Habitat Impact Analysis	LS	1	0	0	
	Contamination Analysis					
8.16	Contamination Impact Analysis	LS	1	0	0	
8.17	Asbestos Survey	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal					**478**	
8.18	Technical Meetings	LS	1	34	34	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	7%	33	
8.20	Supervision	LS	%	5%	24	
Environmental Permits and Environmental Clearances Nontechnical Subtotal					**91**	
8.21	Coordination	LS	%	3%	17	
8. Environmental Permits and Environmental Clearances Total					**586**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
WMD	EA	1	2	2	1 preapp for SWFWMD		1
NMFS	EA	0	0	0			0
USACE	EA	1	2	2	1 preapp for USACE		1
USCG	EA	0	0	0			0
USFWS	EA	0	0	0			0
FFWCC	EA	0	0	0			0
Polk County	EA	0	0	0			0
Other Meetings	EA	1	2	2	County progress meetings		1
Subtotal Technical Meetings				**6**		**Subtotal Project Manager Meetings**	3
Progress Meetings (if required by Polk County)	EA	14	2	28	*nce at Progress Meetings is manually entered on General Task 3*		- -
Phase Review Meetings	EA	0	0	0	*Phase Review Meetings is manually entered on General Task 3*		- -
Total Meetings				**34**		**Total Project Manager Meetings (carries to Tab 3)**	**3**
				Carries to 8.18			Carries to Tab 3

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Estimator:

Thmopson Nursery Extension - Phase 2 Design
450858-1

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	Design and Production Staffhours				Comments
			No. of Units	Hours per Unit	No. of Sheets	Total	
	General Drawings						
9.1	Key Sheet and Index of Drawings	Sheet	1	8	1	8	one bridge
9.2	Project Layout	Sheet	0	0	0	0	
9.3	General Notes and Bid Item Notes	Sheet	2	20	2	40	concrete general notes
9.4	Miscellaneous Common Details	Sheet	1	16	1	16	aesthetic details, SIP forms
9.5	Incorporate Report of Core Borings	Sheet	8	0.5	8	4	
9.6	Standard Plans- Bridges	LS	1	2		2	
9.7	Existing Bridge Plans	LS	1	0		0	
9.8	Structures Quantites for EQ Report	Bridges	2	Calculated Hours		34	
		Walls	2				
		Box Culverts	0	32			
9.9	Cost Estimate	LS	1	0		0	
9.10'	Technical Special Provisions and Modified Special Provisions	LS	1	0		0	
	Structures - Summary and Miscellaneous Tasks and Drawings				12	104	

Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	Bridge 1	825	344	0	0	481	0	0	0		
10-16	Bridge 2	0									
10-16	Bridge 3	0									
10-16	Bridge 4	0									

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

10-16	Bridge 5	0									
10-16	Bridge 6	0									
10-16	Bridge 7	0									
10-16	Bridge 8	0									
10-16	Bridge 9	0									
10-16	Bridge 10	0									
17	Retaining Walls	328								328	
18	Miscellaneous Structures	132									132
Structures Technical Subtotal		1285	344	0	0	481	0	0	0	328	132

Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments
9.11	Field Reviews	LS	1	24	24	2 field reviews 2 people at 6 hours each = 2*2*6=24
9.12	Technical Meetings	LS	1	50	50	Meetings are listed below
9.13	Quality Assurance/Quality Control	LS	%	7%	97	
9.14	Independent Peer Review	LS	1	0	0	n/a
9.15	Supervision	LS	%	5%	69	
Structures Nontechnical Subtotal					240	
9.16	Coordination	LS	1	92	92	roadway (40hrs) + utility (8) + permit (8) + geotech (16) + bridge hydraulics (20) = 92
9. Structures - Summary and Miscellaneous Tasks and Drawings					436	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
BDR Coordination/Review	EA	1	6	6			1
90/100% Comment Review	EA	2	6	12			0
Aesthetics Coordination	EA	0	0	0			0
Regulatory Agency	EA	0	0	0			0
Local Governments (cities, counties)	EA	0	0	0			0
Utility Companies	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				**18**			1
Progress Meetings (if required by Polk County)	EA	16	2	32	*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				**50**	**Total Project Manager Meetings (carries to Tab 3)**		**1**

Project Activity 10: BDR

Estimator: Thmopson Nursery Extension - Phase 2 Design

Bridge Identifier (Number or Name): TNR over Peace Creek 450858-1

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Requirement						
10.1	Bridge Geometry	LS	1	8		8	no skew, straight
10.2	Ship Impact Data Collection	LS	0	0		0	
10.3	Ship Impact Criteria	EA	0	0		0	
	Superstructure Alternatives						
10.4	Short Span Concrete Bridge	EA ALT	2	16		32	Flat Slab,FSBs
10.5	Medium Span Concrete Bridge	EA ALT	1	25		25	Prestressed Beams
10.6	Long Span Concrete Bridge	EA ALT	0	0		0	
10.7	Structural Steel Bridge	EA ALT	0	0		0	
	Foundation & Substructure Alternatives						
10.8	Pier/Bent	EA Type	2	20		40	single span and multi span option
10.9	Shallow Foundations / GRS Abutments	EA Type	0	0		0	
10.10	Deep Foundations	EA Foundation Evaluated	2	6		12	Steel H-Piles, prestressed concrete piles
	Movable Span						
10.11	Data Collection and Design Criteria	LS	1	0		0	
10.12	Movable Span Geometrics and Clearances	LS	1	0		0	
10.13	Deck System Evaluation	LS	1	0		0	
10.14	Framing Plan Development	LS	1	0		0	
10.15	Main Girder Preliminary Design	LS	1	0		0	
10.16	Conceptual Span Balance/Counterweight	LS	1	0		0	

Project Activity 10: BDR

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
10.17	Support System Development	LS	1	0		0	
10.18	Drive Power Calculations	LS	1	0		0	
10.19	Drive System Development	LS	1	0		0	
10.20	Power and Control Development	LS	1	0		0	
10.21	Conceptual Pier Design	LS	1	0		0	
10.22	Foundation Analysis (FL PIER)	LS	1	0		0	
10.23	Tender Visibility Study	LS	1	0		0	
	Other BDR Issues						
10.24	Aesthetics	LS	1	0		0	
10.25	TTCP/Staged Construction Requirements	LS	1	12		12	analysis of TCP
10.26	Constructibility Requirements	LS	1	5		5	
10.27	Load Rating for damaged/widened structures	EA Unit	1	0		0	
10.28	Quantity and Cost Estimates	EA ALT	3	20		60	12 Hours to create, 8 Hours for QC, 5 hours for implementation
10.29	Quantity and Cost Estimates - Movable Span	LS	1	0		0	
10.30	Wall Type Justification	LS	1	0		0	MSE walls to be used
	Report Preparation						
10.31	Exhibits	EA SHEET	6	18		108	Separate Plan and Elevation, Typical Section sheets for 3 bridges
10.32	Exhibits - Movable Span	EA SHEET	0	0		0	
10.33	Report Preparation	LS	1	34		34	
10.34	Report Preparation - Movable Span	LS	1	0		0	
10.35	BDR Submittal Package	LS	1	8		8	
	10. Structures - Bridge Development Report Total					**344**	
	When ONLY 30% plans are final deliverable, use Task Nos. as shown for applicable bridge types for project Activities 12 thru 16. Staffhours to be negotiated and scaled appropriately.						

Project Activity 13: Structures- Medium Span Concrete

Estimator:

Thmopson Nursery Extension - Phase 2 Design

Bridge Identifier (Number or Name):TNR over Peace Creek

450858-1

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Layout Design and Plans						
13.1	Overall Bridge Final Geometry	LS	1	12		12	straight with normal ends
13.2	Expansion/Contraction Analysis	EA Unit	1	4		4	
13.3	General Plan and Elevation	Sheet	1	40	1	40	mid/high range - semi urban
13.4	Construction Staging	Sheet	2	16	2	32	assumes three total phases, low range
13.5	Approach Slab Plan and Details	Sheet	1	8	1	8	standard
13.6	Miscellaneous Details	Sheet	0	0	0	0	not included
	End Bent Design and Plans						
13.7	End Bent Geometry	EA End Bent	2	10		20	Two end bents, normal, no skew
13.8	Wingwall Design and Geometry	EA End Bent	2	4		8	behind mse walls - cheekwalls only
13.9	End Bent Structural Design	EA Design	1	40		40	Beam over pile, min tip analysis, one design for both bents
13.10	End Bent Plan and Elevation	Sheet	2	20	2	40	
13.11	End Bent Details	Sheet	2	14	2	28	assuming one sheet for cross sections and one sheet for ceheekwalls
	Intermediate Bent Design and Plans						
13.12	Bent Geometry	EA Bent	0	0		0	
13.13	Bent Stability Analysis	EA Design	0	0		0	
13.14	Bent Structural Design	EA Design	0	0		0	
13.15	Bent Plan and Elevation	Sheet	0	0	0	0	
13.16	Bent Details	Sheet	0	0	0	0	
	Pier Design and Plans						
13.17	Pier Geometry	EA Pier	0	0		0	
13.18	Pier Stability Analysis	EA Design	0	0		0	
13.19	Pier Structural Design	EA Design	0	0		0	

Project Activity 13: Structures- Medium Span Concrete

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.20	Pier Plan and Elevation	Sheet	0	0	0	0	
13.21	Pier Details	Sheet	0	0	0	0	
	Miscellaneous Substructure Design and Plans						
13.22	Foundation Layout	Sheet	1	18	1	18	
	Superstructure Deck Design and Plans						
13.23	Finish Grade Elevation (FGE) Calculation	LS	1	20		20	normal ends, prallel beams
13.24	Finish Grade Elevations	Sheet	2	18	2	36	cross section sheet and plan view
13.25	Bridge Deck Design	EA Section	1	6		6	emperical design
13.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	1	10		10	
13.27	Diaphragm Design	EA Section	0	0		0	
13.28	Superstructure Plan	Sheet	1	26	1	26	
13.29	Superstructure Section	Sheet	1	16	1	16	
13.30	Miscellaneous Superstructure Details	Sheet	1	10	1	10	
	Reinforcing Bar Lists						
13.3	Preparation of Reinforcing Bar List	Sheet	2	8	2	16	
	Continuous Concrete Girder Design						
13.3	Section Properties	LS	1	0		0	
13.3	Material Properties	LS	1	0		0	
13.3	Construction Sequence	EA Unit	0	0		0	
13.4	Tendon Layouts	EA Unit	0	0		0	
13.4	Live Load Analysis	EA Unit	0	0		0	
13.4	Temperature Gradient	EA Unit	0	0		0	
13.4	Time Dependent Analysis	EA Unit	0	0		0	
13.39	Stress Summary	EA Unit	0	0		0	
13.40	Ultimate Moments	EA Unit	0	0		0	
13.4	Ultimate Shear	EA Unit	0	0		0	
13.4	Construction Loading	EA Unit	0	0		0	
13.4	Framing Plan	Sheet	0	0	0	0	

Project Activity 13: Structures- Medium Span Concrete

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.4	Girder Elevation, including Grouting Plan and Vent Locations	Sheet	0	0	0	0	
13.5	Girder Details	Sheet	0	0	0	0	
13.5	Erection Sequence	Sheet	0	0	0	0	
13.5	Splice Details	Sheet	0	0	0	0	
13.5	Girder Deflections and Camber	Sheet	0	0	0	0	
	Simple Span Concrete Design						
13.49	Prestressed Beam	EA Design	4	8		32	assumes four beam designs to account for phased construction and loading
13.50	Prestressed Beam Schedules	Sheet	1	25	1	25	
13.51	Framing Plan	Sheet	0	0	0	0	
	Beam Stability						
13.52	Beam/girder stability	EA Unit	1	10		10	
	Bearing						
13.53	Bearing pad and bearing plate design	Type/ Span	0	0		0	
13.54	Bearing pad and bearing plate details	Sheet	0	0	0	0	
	Load Rating						
13.55	Load Ratings	Per Beam	2	12		24	
13. Structures - Medium Span Concrete Bridge Total					**17**	**481**	

Project Activity 17: Retaining Walls

Estimator:

Thmopson Nursery Extension - Phase 2 Design

450858-1

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Requirements						
17.1	Key Sheet	Sheet	1	20	1	20	
17.2	Horizontal Wall Geometry	Per Wall	2	6		12	turn back walls that follow the roadway
	Permanent Proprietary Walls						
17.3	Vertical Wall Geometry	Per Wall	2	16		32	turn back walls that follow the roadway
17.4	Semi-Standard Drawings	Sheet	2	6	2	12	
17.5	Wall Plan and Elevations (Control Drawings)	Sheet	2	20	2	40	2 walls - length ~100 LF = 250 each side of crossing
17.6	Details	Sheet	2	16	2	32	
	Temporary Proprietary Walls						
17.7	Vertical Wall Geometry	Per Wall	2	12		24	temporary mse walls for elevation of proposed bridge during construction
17.8	Semi-Standard Drawings	Sheet	1	4	1	4	
17.9	Wall Plan and Elevations (Control Drawings)	Sheet	2	16	2	32	
17.10	Details	Sheet	0	0	0	0	
	Cast-in-Place Retaining Walls						

Project Activity 17: Retaining Walls

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
17.11	Design	EA Design	0	0		0	
17.12	Vertical Wall Geometry	EA Wall	0	0		0	
17.13	General Notes	Sheet	0	0	0	0	
17.14	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.15	Sections and Details	Sheet	0	0	0	0	
17.16	Reinforcing Bar List	Sheet	0	0	0	0	
	Other Retaining Walls and Bulkheads						
17.17	Design	EA Design	2	16		32	temporary sheet pile walls to facilitate construction
17.18	Vertical Wall Geometry	EA Wall	2	8		16	
17.19	General Notes, Tables and Misc. Details	Sheet	2	18	2	36	
17.20	Wall Plan and Elevations	Sheet	2	18	2	36	
17.21	Details	Sheet	0	0	0	0	
		17. Structures - Retaining Walls Total			**14**	**328**	

Project Activity 18: Miscellaneous Structures

Estimator:

Thmopson Nursery Extension - Phase 2 Design
450858-1

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Concrete Box Culvert						
18.1	Concrete Box Culverts	EA	0	0		0	
18.2	Concrete Box Culverts Extensions	EA Extension	0	0		0	
18.3	Concrete Box Culvert Data Table Plan Sheets	Sheet	0	0	0	0	
18.4	Concrete Box Culvert Special Details Plan Sheets	Sheet	0	0	0	0	
	Strain Poles						
18.5	Steel Strain Poles	Initial Config	0	0		0	
		EA Add'l Config	0	0		0	
18.6	Concrete Strain Poles	Initial Config	1	18		18	US 27
		EA Add'l Config	2	14		28	temp condition of Lake Ashton and US 27
18.7	Strain Pole Data Table Plan Sheets	Sheet	1	6	1	6	
18.8	Strain Pole Special Details Plan Sheets	Sheet	0	0	0	0	
	Mast Arms						
18.9	Mast Arms	EA Design	6	12		72	Lake Ashton Blvd, temp condition of Conser
18.10	Mast Arms Data Table Plan Sheets	Sheet	1	8	1	8	
18.11	Mast Arm Special Details Plan Sheets	Sheet	1	0	1	0	
	Overhead/Cantilever Sign Structures						
18.12	Cantilever Sign Structures	EA Design	0	0		0	
18.13	Overhead Span Sign Structures	EA Design	0	0		0	
18.14	Special (Long Span) Overhead Span Sign Structures	EA Design	0	0		0	
18.15	Monotube Overhead Sign Structure	EA Design	0	0		0	
18.16	Bridge Mounted Signs (Attached to Superstr.)	EA Design	0	0		0	
18.17	Overhead and Cantilever Sign Structures Data Table Plan Sheets	Sheet	0	0	0	0	
18.18	Overhead and Cantilever Sign Structures Special Details Plan Sheets	Sheet	0	0	0	0	
	High Mast Lighting						
18.19	Non-Standard High Mast Lighting Structures	EA Design	0	0		0	

Project Activity 18: Miscellaneous Structures

18.20	High Mast Lighting Special Details Plan Sheets	Sheet	0	0	0	0	
	Noise Barrier Walls (Ground Mount)						
18.21	Horizontal Wall Geometry	EA Wall	0	0		0	
18.22	Vertical Wall Geometry	EA Wall	0	0		0	
18.23	Summary of Quantities - Aesthetic Requirements	Sheet	0	0	0	0	
18.24	Control Drawings	Sheet	0	0	0	0	
18.25	Design of Noise Barrier Walls Covered by Standards	EA Design	0	0		0	
18.26	Design of Noise Barrier Walls Not Covered by Standards	EA Design	0	0		0	
18.27	Aesthetic Details	LS	1	0		0	
	Special Structures						
18.28	Fender System	LS	1	0		0	
18.29	Fender System Access	LS	1	0		0	
18.30	Special Structures	LS	1	0		0	
18.31	Other Structures	LS	1	0		0	
	Ancillary Structures Report						
18.32	Condition Evaluation of Signal and Sign Structures, and High Mast Light Poles	EA structure	0	0	0	0	
18.33	Condition Evaluation of Signal and Sign Structures, and High Mast Light Poles (No As built or Design Plans Available)	EA structure	0	0	0	0	
18.34	Analytical Evaluation of Signal and Sign Structures, and High Mast Light Poles	EA structure	0	0	0	0	
18.35	Ancillary Structures Report	LS	1	0		0	
		18. Structures - Miscellaneous Total			**3**	**132**	

Project Activity 19: Signing and Pavement Marking Analysis

Estimator:

Thmopson Nursery Extension - Phase 2 Design
450858-1

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	N/A
19.2	No Passing Zone Study	LS	1	0	0	N/A
19.3	Signing and Pavement Marking Master Design File	LS	1	330	330	[45 hours (setup) + 90 hours/mile x 2.90 miles] + 8hrs x 3 signalized intersections (Lake Ashton, Conservation Way, US Hwy 27) = 330 hours
19.4	Multi-Post Sign Support Calculations	EA	6	3	18	3 hours x 6 signs (next signal -EB & WB approach Lake Ashton, EB & WB approach Conservation Way, EB & WB approach US Hwy 27) = 18 hours
19.5	Sign Panel Design Analysis	EA	3	3	9	3 hours x 3 signs = 9 hours (Lake Ashton, Conservation Way, US Hwy 27)
19.6	Sign Lighting/Electrical Calculations	EA	0	0	0	N/A
19.7	S&PM Quantities for EQ Report	Length (Miles) Complexity Interchanges Rest Areas	2.90 Mid Range 0	Calculated Hours 28	28	2.90 miles = 15,312 feet 20 hours (first 5,280 feet) + 4 hour (each additional 5,280 feet) = 28 hours
19.8	Cost Estimate	LS	1	20	20	5 hours x 4 EEs (60%, 90%, 100%, Final) = 20 hours
19.9	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	N/A
19.10	Other Signing and Pavement Marking	LS	1	30	30	Multipost documentation (6 x 5 hours = 30 hours). To be submitted at 60% submittal. Assume no conceptual signing plan included
Signing and Pavement Marking Analysis Technical Subtotal					**435**	
19.11	Field Reviews	LS	1	14	14	2 people per trip x (3 hours travel + 4 hour site visit) x 1 trip = 14 hours
19.12	Technical Meetings	LS	1	12	12	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	7%	30	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	22	

Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Signing and Pavement Marking Analysis Nontechnical Subtotal					**78**	
19.16	Coordination	LS	%	3%	15	
19. Signing and Pavement Marking Analysis Total					**528**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Sign Panel Design	EA	0	0	0	N/A		0
Queue Length Analysis	EA	0	0	0	N/A		0
Local Governments (cities, counties)	EA	2	6	12	Polk County Traffic (2 hrs meeting + 1 hrs prep/summary + 3 hours travel roundtrip)		2
Other Meetings	EA	0	0	0	N/A		0
Subtotal Technical Meetings				**12**	**Subtotal Project Manager Meetings**		2
Progress Meetings (if required by Polk County)	EA	18	1	18	PM attendance at Progress Meetings is manually entered on General Task 3		- -
Phase Review Meetings	EA	0	0	0	General Task 3		- -
Total Meetings				**30**	**Total Project Manager Meetings (carries to Tab 3)**		**2**

Carries to 19.12 Carries to Tab 3

Estimator:

20. Signing and Pavement Marking Plans Staff Hours

Thmopson Nursery Extension - Phase 2 Design
450858-1

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
20.1	Key Sheet		1		4	0	0	4	Key Map included
	Signature Sheet		0		0	0	0	0	N/A. EOR signature included on Key Sheet
20.2	General Notes/Pay Item Notes		1	Standard	9	0	0	9	Polk County Notes
20.3	Project Layout		0		0	0	0	0	N/A
20.4	Plan Sheet	Sheet(s)	30	Mid	120	0	0	120	30 plan sheets 1" = 50' scale (27 Thompson Nursery + 1 sheet Chalet Suzanne Connection, 2 sheets US Hwy 27) 700 ft/sheet
		Sig Intersection Mid-Block Xing	0		0	0	0	0	
		Interchange Roundabout	0		0	0	0	0	
		Rest Area Toll Facility	0		0	0	0	0	N/A
20.5	Special Details	Details	0	Simple	0	0	0	0	
			1	Standard	4	0	0	4	Concrete pavement marking detail
			0	Complex	0	0	0	0	
20.6	Service Point Details	Service Point	0	Simple	0	0	0	0	N/A
			0	Standard	0	0	0	0	N/A
20.7	Guide Sign Data	Sign Panel	3		6	0	0	6	3 "Next Signal" signs (Lake Ashton, Conservation Way, US Hwy 27)
20.8	Cross Sections (Sign Installations)	Multi-post signs	6		18	0	0	18	6 signs (next signal -EB & WB approach Lake Ashton, EB & WB approach Conservation Way, EB & WB approach US Hwy 27)
		Overhead Sign Structures	0	Standard	0	0	0	0	
			0	Complex	0	0	0	0	
	S&PM Plans Technical Hours Subtotal				**161**	**0**	**0**	**161**	
20.9	Quality Assurance/Quality Control	%	1	5%	9	0	0	9	
20.10	Supervision	%	1	5%	9	0	0	9	
	S&PM Plans Total				**179**	**0**	**0**	**179**	

Carries to Summary Tab

Project Activity 21: Signalization Analysis

Estimator:

Thmopson Nursery Extension - Phase 2 Design
450858-1

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
21.1	Traffic Data Collection	LS	1	0	0	N/A
21.2	Traffic Data Analysis	PI	0	0	0	N/A
21.3	Signal Warrant Study	LS	1	0	0	N/A
21.4	System Timings	LS	1	0	0	N/A
21.5	Reference and Master Signalization Design File	PI	3	38	114	3 signalized intersections (Lake Ashton, Conservation Way, US Hwy 27) ***West Lake Ruby will be signalized under segment 4** (Conservation way is being designed by the developer; to be modified under
21.6	Reference and Master Interconnect Communication Design File	LS	1	77.6	78	8 hours (setup) + 24 hours/mile x 2.90 miles = 77.6 hours
21.7	Overhead Street Name Sign Design	EA	14	3	42	14 signs Lake Ashton (2 signs), US Hwy 27 (4 signs), Thompson Nursery (8 signs) Including address numbers
21.8	Pole Elevation Analysis	LS	1	4	4	2 hours (first intersection) + 1 hour (1 additional intersection) 3 intersections (Lake Ashton, Conservation Way, US Hwy 27)
21.9	Traffic Signal Operation Report	LS	1	0	0	N/A
21.10	Signalization Quantities for EQ Report	Signalized Intersections	3	Calculated Hours 28	32	20 hours (first intersection) + 4 hours (2 additional intersection) + 4 hours (EQ) = 32 hours
21.11	Cost Estimate	LS	1	0	0	
21.12	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	
21.13	Other Signalization Analysis	LS	1	0	0	
Signalization Analysis Technical Subtotal					**270**	

Project Activity 21: Signalization Analysis

21.14	Field Reviews	LS	2	14	28	2 people per trip x (3 hours travel + 4 hour site visit) x 2 trips = 28 hours
21.15	Technical Meetings	LS	1	46	46	Meetings are listed below
21.16	Quality Assurance/Quality Control	LS	%	7%	19	
21.17	Independent Peer Review	LS	%	0%	0	
21.18	Supervision	LS	%	0%	0	
Signalization Analysis Nontechnical Subtotal					**93**	
21.19	Coordination	LS	%	5%	18	811/Utility Coordination
21. Signalization Analysis Total					**381**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Polk County Traffic Operations	EA	0	0	0			0
Polk County Traffic Design	EA	0	0	0			0
Power Company (service point coordination)	EA	2	8	16	1 virtual meeting (2 hrs meeting + 2 hrs prep/summary) 1 field meeting (3 hours travel + 1 hour site visit + 2 hrs prep/summary x 2 people)		2
Maintaining Agency (cities, counties)	EA	2	6	12	Polk County Traffic (2 hrs meeting + 1 hrs prep/summary + 3 hours travel roundtrip)		2
Railroads	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				**28**		**Subtotal Project Manager Meetings**	4
Progress Meetings (if required by Polk County and FDOT)	EA	18	1	18	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				**46**		**Total Project Manager Meetings (carries to Tab 3)**	**4**

Carries to 21.15

Carries to Tab 3

Estimator:

22. Signalization Plans Staff Hours

Thmopson Nursery Extension - Phase 2 Design
450858-1

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
	What is the overall project complexity? (See Signalization Guidelines)			**Mid**					
22.1	Key Sheet		1		4	0	0	4	
	Signature Sheet		1		2	0	0	2	
22.2	General Notes/Pay Item Notes		1	Standard	9	0	0	9	
22.3	Signalization Plan Sheets	Signalized Intersections	3	Mid	12	0	0	12	
22.4	Interconnect Plan Sheets	Sheet(s)	11	Mid	44	0	0	44	11 Plan Sheets (15,312 feet /1400 feet per sheet)
22.5	Traffic Monitoring Site	Sites (Loop Detect.)	0		0	0	0	0	
		Sites (Other Detect.)	0		0	0	0	0	
22.6	Guide Sign Data	Sign Panel	14		28	0	0	28	14 signs Lake Ashton (2 signs), US Hwy 27 4 signs), Thompson Nursery (8 signs) Including address numbers
22.7	Special Details	Details	0	Simple	0	0	0	0	
			6	Standard	12	0	0	12	3 intersection corner details with pedestrian detail 2 plan sheets (FDOT D1 emergency pre
			3	Complex	12	0	0	12	3 plan sheets (FDOT D1 clearance calculation plan sheet for 3 intersections)
22.8	Service Point Details	Service Point	0	Simple	0	0	0	0	
			0	Standard	0	0	0	0	
22.9	Mast Arm / Monotube Data	Signal Arm	7	Single Mast Arm	7	0	0	7	*3 arms @ Lake Ashton, 4 arms at Conservation Way (Conservation way is being designed by the developer; to be modified under TNR phase II)*

			0	Double Mast Arm	0	0	0	0	
22.10	Strain Pole Schedule	Span	4		8	0	0	8	*4 Strain Poles @ US 27*
22.11	TTCP Signal	Intersections w/o ped signal	0	**Mid**	0	0	0	0	
		Intersections with ped signal	4	**Mid**	96	0	0	96	*2 TTC phases per signalized intersection x 2 intersections = 4 total designs*
22.12	Temporary Detection Sheet	Intersections	0		0	0	0	0	
Signalization Plans Technical Hours Subtotal					**234**	**0**	**0**	**234**	
20.13	Quality Assurance/Quality Control	%	1	5%	12	0	0	12	
20.14	Supervision	%	1	5%	12	0	0	12	
Signalization Plans Total					**258**	**0**	**0**	**258**	

Project Activity 23: Lighting Analysis

Estimator:

Thmopson Nursery Extension - Phase 2 Design
450858-1

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
23.1	Lighting Justification Report	LS	0	0	0	N/A
23.2	Lighting Design Analysis Report (LDAR)	LS	1	30	30	Three (3) Signalized Intersections @ 10 hrs each = 30 hrs
23.3	Voltage Drop Calculations	EA	3	3	9	Three (3) New Circuits @ 3 hrs each = 9 hrs
23.4	FDEP Coordination and Report	LS	0	0	0	N/A
23.5	Reference and Master Design Files	LS	1	45	45	Three (3) Signalized Intersections @ 15 hrs each = 45 hrs
23.6	Temporary Highway Lighting	LS	0	0	0	N/A
23.7	Design Documentation	LS	0	0	0	N/A
23.8	Lighting Quantities for EQ Report	Light Poles	24	Calculated Hours 28	28	Assume 9 light poles per full signalized intersection @ 2 signalized intersections = 18 poles Assume 6 light poles per signalized T-intersection @ 1 signalized intersections = 6 poles 0.5 hr per pole after 8 = 8 additional hours + 20 hrs base
23.9	Cost Estimate	LS	1	16	16	our (4) submittals (60%, 90%, 100%, Final) @ 4 hrs per submittal = 16 h
23.10	Technical Special Provisions and Modified Special Provisions	LS	0	0	0	N/A
23.11	Other Lighting Analysis	LS	0	0	0	N/A
Lighting Analysis Technical Subtotal					**128**	
23.12	Field Reviews	LS	2	8	16	reviews @ 8 hrs each = 2 hrs travel time + 3 hr site visit x 2 people per

Project Activity 23: Lighting Analysis

23.13	Technical Meetings	LS	1	20	20	
23.14	Quality Assurance/Quality Control	LS	%	7%	9	
23.15	Independent Peer Review	LS	%	0%	0	
23.16	Supervision	LS	%	5%	6	
Lighting Analysis Nontechnical Subtotal					**51**	
23.17	Coordination	LS	%	3%	5	
23. Lighting Analysis Total					**184**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attenda	Number
Polk County Lighting Design	EA	0	0	0	N/A		0
Polk County Traffic Design	EA	0	0	0	N/A		0
Power Company (service point coordination)	EA	4	3	12	4 meetings with Power Company: 2 virtual, 2 field -Virtual meeting: 2 hrs -Field Meeting: 4 hrs		4
Maintaining Agency (cities, counties)	EA	4	2	8	4 meetings with Polk County @ 2 hrs each		4
Airport authority	EA	0	0	0	N/A		0
FDEP Lighting (coast areas)	EA	0	0	0	N/A		0
Other Meetings	EA	0	0	0	N/A		0
Subtotal Technical Meetings				**20**	**Subtotal Project Manager Meetings**		8
Progress Meetings (if required by Polk County)	EA	0	0	0	dance at Progress Meetings is manually entered on Gene		- -
Phase Review Meetings	EA	0	0	0	nce at Phase Review Meetings is manually entered on Ge		- -
Total Meetings				**20**	**Total Project Manager Meetings (carries to Tab 3)**		**8**

Carries to 23.13

Carries to Tab 3

Estimator:

24. Lighting Plans Staff Hours

Thmopson Nursery Extension - Phase 2 Design
450858-1

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
24.1	Key Sheet		1		4	0	0	4	One (1) sheet @ 4 hrs
	Signature Sheet		0		0	0	0	0	
24.2	General Notes/Pay Item Notes		1	Standard	9	0	0	9	One (1) sheet @ 9 hrs
24.3	Pole Data, Legend and Criteria	Poles	24		10	0	0	10	One (1) sheet @ 11 hrs, less than 50 poles
24.4	Project Layout		0		0	0	0	0	
24.5	Plan Sheets (Corridor Projects)	Sheet(s)	0		0	0	0	0	
	Plan Sheets (Isolated Loctions)	Intersections or Mid-Blocks	3		12	0	0	12	Three (3) plan sheets @ 4 hrs each
		Interchanges or Rest Areas	0		0	0	0	0	
24.6	Special Details	Details	0	Simple	0	0	0	0	
			0	Standard	0	0	0	0	
			1	Complex	12	0	0	12	One (1) sheet @ 12 hrs - riser diagram for TECO coordination
24.7	Service Point Details	Service Point	0	Simple	0	0	0	0	
			3	Standard	36	0	0	36	Three (3) service point details, one (1) per signalized intersection @ 12 hrs each
			0	Complex	0	0	0	0	
24.8	Temporary Highway Lighting		0		0	0	0	0	
Lighting Plans Technical Hours Subtotal					**83**	**0**	**0**	**83**	
24.9	Quality Assurance/Quality Control	%	1	5%	5	0	0	5	
24.10	Supervision	%	1	5%	5	0	0	5	
Lighting Plans Total					**93**	**0**	**0**	**93**	

Carries to Summary Tab

Project Activity 27b. Survey (SUE) (ECHO)

Estimator: Jerry Comellas, Jr., PE, ECHO :(Drop down box)
UES

Consultant's Pre-Negotiation Est.

Thompson Nursery Road from W. Lake Ruby Dr. to the US 27 (Design Segment 5)
0

Representing	Print Name	Signature / Date
Polk County		
Consultant-ECHO (Firm Initials)	**Jerry Comellas, Jr., PE**	

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.1	Horizontal Project Control (HPC)									**THIS TAB IS FOR SURVEY (SUE) ONLY . SEE "27a. Survey (Non-SUE)" tab for all other Survey Tasks.**
	2-Lane Roadway	Mile			0.00		0.00		0.00	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.2	Vertical PC / Bench Line									Update distribution percentages on lower half of "Staff-Hour Summary - Grand Total" tab.
	2-Lane Roadway	Mile			0.00		0.00		0.00	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.3	Alignment and Existing R/W Lines									
		Mile			0.00		0.00		0.00	
27.4	Aerial Targets			Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
27.5	Reference Points	**"A"**		Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
	Reference Points	**"B"**		Units/Day						
	Non Alignment Points/Approximate	EA			0.00		0.00		0.00	
27.6	Topography/DTM (3D)									
		Mile			0.00		0.00		0.00	
27.7	Planimetric (2D)									
		Mile			0.00		0.00		0.00	
27.8	Roadway Cross-Sections/Profiles									
		Mile			0.00		0.00		0.00	

Project Activity 27b. Survey (SUE) (ECHO)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.9	Side Street Surveys									
		Mile			0.00		0.00		0.00	
27.10	**Underground Utilities**									**Designating (Toneable-SUE QLB)**: Horizontally locate all existing, toneable and non-toneable, underground utilities within the Thompson Nursery Rd. project limits in order to appropriately address design elements (i.e. mast arm signal foundations, light pole foundations, bridge foundations, and drainage structures) that may conflict with the existing underground utilities = **174,240 LF (33.0 miles) of underground utilities**. **Locating (Potential Utility Conflicts-SUE QLA)**: Horizontally and Vertically locate existing underground utilities on the designated utilities as requested by the prime consultant and where potential utility conflicts with the following proposed design elements, utilizing vacuum excavation equipment - 24 light pole foundations x 2THs/foundation = 48THs - 10 mast arm foundations x 5THs/foundation = 50THs - 95 drainage structures x 2THs/structure = 190THs - 1 Bridge crossing = 20THs **TOTAL = 308 test holes** **Surveying**: Survey and map all designated and located existing underground utilities.
	Designates	Mile/Site	33.0	1.320	43.56	2.00	87.12	3.00	130.68	
	Locates	Point	308	0.125	38.50	1.00	38.50	2.00	77.00	
	Survey	%	25%	82.0600	20.52	2.00	41.04	3.00	61.56	
				SUE Sub-total:	102.58					
27.11	Outfall Survey									
		Mile			0.00		0.00		0.00	
27.12	Drainage Survey			Units/Day						
		EA			0.00		0.00		0.00	
27.13	Bridge Survey									
	Minor / Major	EA			0.00		0.00		0.00	
27.14	Channel Survey									
		EA			0.00		0.00		0.00	
27.15	Pond Site Survey									
		EA			0.00		0.00		0.00	
27.16	Mitigation Survey									
		Mile			0.00		0.00		0.00	
27.17	Jurisdiction Line Survey									
		Mile			0.00		0.00		0.00	
27.18	Geotechnical Support			Units/Day						
		EA			0.00		0.00		0.00	

Project Activity 27b. Survey (SUE) (ECHO)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.19	Sectional / Grant Survey									
		Corner			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.20	Subdivision Location									
		Block			0.00		0.00		0.00	
27.21	Maintained R/W									
		Mile			0.00		0.00		0.00	
27.22	Boundary Survey									
		EA			0.00		0.00		0.00	
27.23	Water Boundary Survey									
		EA			0.00		0.00		0.00	
27.24	R/W Staking / R/W Line									
		EA			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.25	R/W Monumentation									**Usually authorized as a post-construction Optional Service. If so, exclude it from original contract estimates and negotiations documentation, or keep on separate forms.**
		Point			0.00		0.00		0.00	
27.26	Line Cutting									
		Mile			0.00					
27.27	**Work Zone Safety**					Conversions				
	Designates		43.56	0.1250	5.4450	= 43.56 hr.	= 2614 min.			
	Locates		38.50	0.1250	4.8100	= 38.48 hr.	= 2309 min.			
	Survey		20.52	0.1250	2.5700	= 20.56 hr.	= 1234 min.			
	SUE Sub-total:		102.58		12.8250	:Total Work Zone Safety				
27.28	Miscellaneous Surveys									
					0.00		0.00		0.00	
27b. Survey (SUE Sub-total)				Crew Days (Designate)	**49.01**	Field Support Hours	**87.12**	Office Support Hours	**130.68**	Crew Days (Designate) @ (43.56) + Work Zone Safety @ (5.445) = 49.01 Crew Days
				Crew Days (Locates)	**43.31**		**38.50**		**77.00**	Crew Days (Locates) @ (38.5) + Work Zone Safety @ (4.81) = 43.31 Crew Days
				Crew Days (Survey)	**23.09**		**41.04**		**61.56**	Crew Days (Survey) @ (20.52) + Work Zone Safety @ (2.57) = 23.09 Crew Days
				(Work Zone Safety, Check)	12.83	Check:	166.66	Check:	269.24	Check, Sub-total Survey Days= 115.41 (Not Rounded)

Project Activity 27b. Survey (SUE) (ECHO)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.29	Supplemental Surveys									THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT NEGOTIATIONS. THIS ITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE DISTRICT LOCATION SURVEYOR AND / OR HIS DESIGEE.
	Designate		0%	49.01	0.00		0.00		0.00	
	Loctaes		0%	43.31	0.00		0.00		0.00	
	Survey		0%	23.09	0.00		0.00		0.00	
27.30	Document Research	Units								Vvh Table
			16.00						16.00	
27.31	Field Reviews	Units								
			0.00						0.00	
27.32	Technical Meetings	LS								Phase II Plans review to confirm test holes to be performed
			1.00						1.00	
27.33	Quality Assurance / Quality Control	LS								
								5%	13.46	
27.34	Supervision	LS								
								5%	22.65	
27.35	Coordination	LS								
								3%	8.08	
27b. Survey (SUE) Total				Crew Days (Designate)	**49.0**	Field Support Hours	**167**	Office Support Hours	**330**	
				Crew Days (Locates)	**43.3**					
				Crew Days (Survey)	**23.1**					Ceck, Rounded Total Survey Days= 115.4
Total Hours (Field & Office Support)=									**497**	Field + Office Support= 497

Project Activity 27b. Survey (SUE) (ECHO)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required? (drop down box (Yes / No))	Number	Comments
Kickoff Meeting with FDOT	EA	0	0	0	No	0	Columns D and E are for meetings for technical staff.
Baseline Approval Review	EA	0	0	0	No	0	"
Network Control Review	EA	0	0	0	No	0	"
Vertical Control Review	EA	0	0	0	No	0	"
Local Governments (cities, counties)	EA	0	0	0	No	0	"
Final Submittal Review	EA	0	0	0	No	0	"
Other Meetings	EA	0	0	0	No	0	"
Subtotal Technical Meetings				**0**	**Subtotal PM Meetings**	**0**	
Progress Meetings (if required by FDOT)	EA	0	0	0	**	- -	** Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3
Phase Review Meetings	EA	1	1	1	**	- -	Phase II Plans review to confirm test holes to be performed
Total Meetings		**Carries to 27.32=**		**1**	***Total PM Mtgs (carries to Tab 3)=***	**0**	

35. Geotechnical

Estimator:

Thmopson Nursery Extension - Phase 2 Design
450858-1

Representing	Print Name	Signature / Date
FDOT District		
Imperial Testing and Engineering, Inc.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Roadway					
35.1	Document Collection and Review	LS	1	8	8	Approximately 15,000 LF new extension; review maps and review previous geotech data
35.2	Develop Detailed Boring Location Plan	LS	1	4	4	Roadway: Perform 5' hand auger every 100 ft with every 5th hand auger to 15' with a total of 159 borings and 5 pavement cores Ponds/FPCs: 10 total sites (6 ponds and 4 FPC); perform a total of 27 SPT's to 15'
35.3	Stake Borings/Utility Clearance	Boring	12	0.4	5	see 35.2
35.4	Muck Probing	Crew Day	68	0.5	34	
35.5	Coordinate and Develop MOT Plans for Field Investigation	EA	1	4	4	anticipate MOT for 5 pavement cores
35.6	Drilling Access Permits	Location	2	1	2	ROW permits anticipated to be needed
35.7	Property Clearances	EA	12	1	12	Coordination at multiple locations
35.8	Groundwater Monitoring	EA	0	0	0	
35.9	LBR/Resilient Modulus Sampling	EA	6	1	6	
35.10	Coordination of Field Work	100 lf of boring	12	1.5	18	rounded up to nearest whole number (1155 lf spt borings /100lf = 11.55)
35.11	Soil and Rock Classification - Roadway	100 lf of boring	12	2	24	rounded up to nearest whole number (1155 lf spt borings /100lf = 11.55)
35.12	Design LBR	LS	1	1	1	6 LBR's
35.13	Laboratory Data	100 lf of boring	12	0.75	9	rounded up to nearest whole number (1155 lf spt borings /100lf = 11.55)
35.14	Seasonal High Water Table	Boring	41	0.5	21	

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
35.15	Parameters for Water Retention Areas	EA	10	2	20	10 total stormwater sites
35.16	Delineate Limits of Unsuitable Material	Cross-section	25	1	25	
35.17	Electronic Files for Cross-Sections	100 lf of boring	12	1.5	18	rounded up to nearest whole number (1155 lf spt borings /100lf = 11.55)
35.18	Embankment Settlement and Stability	Embankment Boring	0	0	0	
35.19	Monitor Existing Structures	LS	1	0	0	
35.20	Stormwater Volume Recovery and/or Background Seepage Analysis	EA	0	0	0	Duplication of Drainage Effort?
35.21	Geotechnical Recommendations	LS	1	24	24	
35.22	Pavement Condition Survey and Pavement Evaluation Report	LS	1	5	5	5 Pavement core locations
35.23	Preliminary Roadway Report	LS	1	16	16	
35.24	Final Report	EA	1	16	16	
35.25	Auger Boring Drafting	100 lf boring	2	4	8	rounded up to nearest whole number (159 lf hand augers/100lf = 1.59)
35.26	SPT Boring Drafting	100 lf boring	12	5	60	rounded up to nearest whole number (1155 lf spt borings /100lf = 11.55)
				Roadway Geotechnical Subtotal	**340**	
	Structures					
35.27	Develop Detailed Boring Location Plan	LS	1	1	1	Signals: Perform a total of 10 SPT boring to 25' each at 10 locations Bridge: Perform 4 SPT borings to 125' on each side of the bridge location
35.28	Stake Borings/Utility Clearance	Boring	14	0.2	3	
35.29	Coordinate and Develop MOT Plans for Field Investigation	EA	1	4	4	
35.30	Drilling Access Permits	Location	0	0	0	
35.31	Property Clearances	EA	0	0	0	

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
35.32	Collection of Corrosion Samples	EA	10	0.5	5	
35.33	Coordination of Field Work	100 lf of boring	12	0.5	6	
35.34	Soil and Rock Classification - Structures	100 lf of boring	12	2	24	
35.35	Tabulation of Laboratory Data	100 lf of boring	12	0.75	9	
35.36	Estimate Design Groundwater Level for Structures	EA	4	0.5	2	4 bridge borings
35.37	Selection of Foundation Alternatives (BDR)	Bridge boring	4	4	16	4 bridge borings
35.38	Detailed Analysis of Selected Foundation Alternate(s)	Bridge boring	4	8	32	See Basis for reducing by 35.35
35.39	Bridge Construction and Testing Recommendations	Bridge boring	4	2	8	
35.40	Lateral Load Analysis (Optional)	Bridge boring	0	0	0	
35.41	Walls	Wall Boring	0	0	0	
35.42	Sheet Pile Wall Analysis (Optional)	Wall Boring	0	0	0	
35.43	Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations	Boring	10	1	10	
35.44	Box Culvert Analysis	EA	1	4	4	
35.45	Preliminary Report - BDR	EA	1	16	16	
35.46	Final Report - Bridge and Associated Walls	EA	0	0	0	
35.47	Final Reports - Signs, Signals, Box Culvert, Walls and High Mast Lights	EA	1	16	16	
35.48	SPT Boring Drafting	100 lf of boring	14	4	56	
35.49	Other Geotechnical	LS	1	0	0	
				Structural Geotechnical Subtotal	**212**	
				Geotechnical Technical Subtotal	**552**	

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
35.50	Technical Special Provisions and Modified Special Provisions	EA	0	0	0	
35.51	Field Reviews	LS	1	16	16	
35.52	Technical Meetings	LS	1	7	7	Meetings listed below
35.53	Quality Assurance/Quality Control	LS	%	5%	28	
35.54	Supervision	LS	%	5%	28	
Geotechnical Nontechnical Subtotal					**79**	
35.55	Coordination	LS	%	2%	13	
35. Geotechnical Total					**644**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff Meeting with FDOT	EA	1	1	1			0
Boring Layout Approval	EA	0	0	0			0
Attend in BDR Review Meeting	EA	0	0	0			0
30/60/90% Submittal Review	EA	0	0	0			0
Other Meetings	EA	3	2	6			0
Subtotal Technical Meetings				**7**	**Subtotal Project Manager Meetings**		0
Progress Meetings (if required by FDOT)	EA	0	0	0	ndance at Progress Meetings is manually entered on Genera		- -
Phase Review Meetings	EA	0	0	0	ance at Phase Review Meetings is manually entered on Gen		- -
Total Meetings				**7**	**Total Project Manager Meetings (carries to Tab 3)**		**0**

Carries to 35.52

Carries to Tab 3

Imperial
Testing and Engineering, Inc.
3905 Kidron Road * Lakeland, FL 33811 * 863-647-2877 * Fax 863-647-1770

GEOTECHNICAL FIELD EXPLORATION

Description of Work	QTY.	Rate	Unit	Amount
Mobilization of Crew and Equipment - Drill Rig	3	$500.00	per week	$1,500.00
Mobilization of Crew and Equipment - Water Trailer	10	$150.00	per day	$1,500.00
Mobilization of Crew and Equipment - Coring Trailer	1	$200.00	per day	$200.00
Mobilization of Crew and Equipment - Senior Tech and Field Tech	16	$132.50	per hour	$2,120.00
Mobilization of Crew and Equipment - Senior Tech	4	$165.00	per hour	$660.00
Hand Auger Borings	159	$100.00	each	$15,900.00
Hand Auger Borings for Muck Probes	68	$100.00	each	$6,800.00
Standard Penetration Test Borings (0-50 ft)	855	$16.50	per foot	$14,107.50
Standard Penetration Test Borings (50-100 ft)	200	$19.50	per foot	$3,900.00
Standard Penetration Test Borings (>100 ft)	100	$26.00	per foot	$2,600.00
Grouting for 2-inch Borehole Diameter	750	$7.00	per foot	$5,250.00
Seasonal High Water Table	41	$50.00	each	$2,050.00
Asphalt Cores	2	$40.00	each	$80.00
Asphalt Cores Night Time OT	3	$60.00	each	$180.00
Drill Crew Time - 2 person crew	4	$150.00	per hour	$600.00
Drill Crew Time - 2 person crew Night Time OT	4	$225.00	per hour	$900.00
Standby Time	22	$325.00	per hour	$7,150.00
Oversight Report	1	$75.00	each	$75.00
Oversight Report Overtime	1	$112.50	each	$112.50
MOT- Signs and Cones	3	$250.00	per day	$750.00
MOT-Flagger	24	$90.00	each	$2,160.00
MOT- Mobile Variable Message Sign	2	$60.00	each	$120.00
MOT- Support Truck with Arrow Panel	24	$100.00	each	$2,400.00
MOT - Night Time Lane Closure	1	$4,828.00	total	$4,828.00
Obtain ROW permit	2	$355.00	each	$710.00
Utility Locate for ROW permit	16	$75.00	each	$1,200.00
Total				**$77,853.00**

GEOTECHNICAL LABORATORY TESTING

Description of Work	QTY.	Rate	Unit	Amount
Florida Bearing Value	2	$35.00	each	$70.00
Florida Bearing Value - Overtime	3	$52.50	each	$157.50
Limerock Bearing Ratio	6	$295.00	each	$1,770.00
Corrosion Series Testing	10	$400.00	each	$4,000.00
Moisture Contect Determination (ASTM D2216)	6	$15.00	each	$90.00
Core Thickness	2	$35.00	each	$70.00
Core Thickness Overtime	3	$52.50	each	$157.50
Base Thickness	2	$8.00	each	$16.00
Base Thickness Overtime	3	$12.00	each	$36.00
Subgrade	2	$8.00	each	$16.00
Subgrade Overtime	3	$12.00	each	$36.00
-200 wash	150	$30.00	each	$4,500.00
Atterberg Limit	20	$50.00	each	$1,000.00
Loss on Ignition	20	$50.00	each	$1,000.00
Total				**$12,919.00**

CLEARING SERVICES

Description of work	QTY.	Rate	Unit	Amount
Mobilization of Clearing Equipment	6	$600.00	each	$3,600.00
Clearing Costs	24	$350.00	per hour	$8,400.00
Total				**$12,000.00**

GROUND PENETRATING RADAR TESTING

Description of work	QTY.	Rate	Unit	Amount
Mobilization of Crew and Equipment - First 2 hours each day	3	$675.00	per day	$2,025.00
Technician for each additional hour	6	$285.00	per hour	$1,710.00
Total				**$3,735.00**

Subtotal	**$106,507.00**

Project Activity 36: 3D-Modeling

Estimator: Luis Nieto

Thmopson Nursery Extension - Phase 2 Design
450858-1

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name	**Kimley-Horn and Associates**	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
36.1	Phase I 3D Design Model	Alignment / Corridor Mile	2.9	33.75	98	Middle Range Project C3: 20 hrs per mile * 2.9 (project length + side streets) = **58 hrs**; Existing Features = **40 hrs. Total = 98 hrs**
36.2	Phase II 3D Design Model	Alignment / Corridor Mile	2.9	49.5	144	Middle Range Project C3: 10 hrs per mile * 2.9 (project length + side streets) = 29 hrs; 19 Driveways @ 5 hrs each = 95 hrs; Intersection Grading = 1 intersections @ 20 hrs each = 20 hrs; **Total = 144 hrs**
36.3	Phase III 3D Design Model	Alignment / Corridor Mile	2.9	15	44	Middle Range Project C3: 15 hrs per mile * 2.9 = **44 hrs**
36.4	Final 3D Design Model	Alignment / Corridor Mile	2.9	12	35	Middle Range Project C3: 12 hrs per mile * 2.9 = **35 hrs**
36.5	Cross Section Design Files	LS	2.9	50	145	Middle Range Project C3: 50 hrs per mile * 2.9 = **145 hrs**
36.6	Template and Assembly Development (Optional)	LS	1	0	0	
				3D Modeling Technical Subtotal	**466**	
36.7	Quality Assurance/Quality Control	LS	%	5%	23	
36.8	Supervision	LS	%	5%	23	
36.9	Coordination	LS	%	3%	14	
				3D Modeling Total	**526**	

Estimator:

Thmopson Nursery Extension - Phase 2 Design
450858-1

Representing	Print Name	Signature / Date
ACI	Lee Hutchinson	
Polk County		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
NOTE: * subject to QC						
5.1	**Sociocultural Effects**					
	*5.1 Sociocultural Effects Evaluation or Report ****	*LS*	*1*	*0*	*0*	
	*5.1.1 Social ****	*LS*	*1*	*0*	*0*	
	*5.1.2 Economic ****	*LS*	*1*	*0*	*0*	
	*5.1.3 Land Use Changes ****	*LS*	*1*	*0*	*0*	
	*5.1.4 Mobility ****	*LS*	*1*	*0*	*0*	
	*Transit Only ****	*LS*	*1*	*0*	*0*	
	*5.1.5 Aesthetics ****	*LS*	*1*	*0*	*0*	
	5.1.6 Relocation Potential					
	*Review and Impact Determination ****	*LS*	*1*	*0*	*0*	
	*Conceptual Stage Relocation Plan (CSRP) ****	*LS*	*1*	*0*	*0*	
				5.1 Sociocultural Effects Total	**0**	
5.2	**Cultural Resources**					
	*Research Design and Survey Methodology ****	*LS*	*0*	*0*	*0*	
	5.2.1 Archaeological and Historic Resources					

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	*Cultural Resource Assessment Survey (CRAS) **	*LS*	*1*	*246*	*246*	***Segment 5 Phase II Assumptions:*** *1. ACI will prepare one preliminary pond memo if needed and one CRAS Report for Segment 5; information provided in the Desktop Analysis will be used to guide the survey methodology; the survey consists of approximately 3 miles of the preferred alignment and the preferred pond sites (up to 5 ponds); 2. Archaeological field survey will consist of 2 archaeologists for 8 field days for preferred alignment and preferred pond sites; 3. The historical field survey will consist of 1 historian for 1 day in the field; 4. ACI will prepare a CRAS Report that will include Preferred Pond sites (2 draft and 1 final) (hours include writers, clerical, graphics, etc.). 5. Meetings, coordination.* *FMSF: Archaeological sites have a variable probability; evidence of one previously recorded site and one new site anticipated; anticipate recording three (3) new historic resources (built in or prior to 1980) and updating two previously recorded resource; a demo letter will be prepared for any previously recorded resource that is no longer extant.* ***Scope of Services:*** *• Background research will identify previously recorded cultural resources (archaeological and historical) and discuss the potential for unrecorded resources within the study area.* *• A field survey will be conducted, and a Cultural Resource Assessment Survey (CRAS) report will be prepared documenting the findings.*
	*CRAS Addendum or Technical Memo. for Pond Sites **	*LS*	*1*	*0*	*0*	
	Determination of Eligibility (DOE) As Required	*LS*	*1*	*0*	*0*	
	*Case Study Report **	*LS*	*1*	*0*	*0*	
	*Memorandum of Agreement (MOA) **	*LS*	*1*	*0*	*0*	
	*Section 4(f) Evaluation for Historic Resources **	*LS*	*1*	*0*	*0*	
	Section 106 Consultation Meetings	*LS*	*1*	*0*	*0*	
	Native American Coordination Meeting	*LS*	*1*	*0*	*0*	
	Section 106 Public Involvement	*LS*	*1*	*0*	*0*	
	*Florida Master Site File Form**	*LS*	*1*	*0*	*0*	
	*5.2.2 Recreational, Section 4(f) **					
	*Section 4(f) Determination of Applicability **	*EA*	*0*	*0*	*0*	
	*Section 4(f) "de minimis" documentation **	*EA*	*0*	*0*	*0*	
	*Section 4(f) Evaluation **	*EA*	*0*	*0*	*0*	
			5.2 Cultural Resources Total		**246**	
5.3	**Natural Resources**					
	5.3.1 Wetlands					
	Wetlands - Data Collection	*LS*	*1*	*0*	*0*	
	*Wetlands - Evaluation **	*LS*	*1*	*0*	*0*	
	5.3.2 Essential Fish Habitat					
	Essential Fish Habitat - Data Collection	*LS*	*1*	*0*	*0*	
	*Essential Fish Habitat Assessment **	*LS*	*1*	*0*	*0*	
	5.3.3 Wildlife and Habitat					
	Data Collection	*LS*	*1*	*0*	*0*	
	Specific Survey and Consultation	*LS*	*1*	*0*	*0*	
	*Analysis **	*LS*	*1*	*0*	*0*	
	*Conservation Measures and Mitigation Plan **	*LS*	*1*	*0*	*0*	

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	*5.3.4 Natural Resource Evaluation (NRE) Report **	*LS*	*1*	*0*	*0*	
	*5.3.5 Water Quality **	*LS*	*1*	*0*	*0*	
	*5.3.6 Special Designations **	*LS*	*1*	*0*	*0*	
	*5.3.7 Identify Permit Needs **	*LS*	*1*	*0*	*0*	
	*5.3.8 Farmland **	*LS*	*1*	*0*	*0*	
				5.3 Natural Resources Total	**0**	
5.4	**Physical Effects**					
	5.4.1 Noise					
	Methodology Meeting	*LS*	*1*	*0*	*0*	
	Data Collection	*LS*	*1*	*0*	*0*	
	Land Use Field Review/Outdoor Advertising Identification	*LS*	*1*	*0*	*0*	
	*Field Measurement and Model Validation **	*LS*	*1*	*0*	*0*	
	Outdoor Advertising Identification	*LS*	*1*	*0*	*0*	
	*Construction Noise and Vibration Assessment **	*LS*	*1*	*0*	*0*	
	*Analysis and Noise Abatement Evaluation **	*EA*	*0*	*0*	*0*	
	*Noise Report **	*LS*	*1*	*0*	*0*	
	*5.4.2 Transit Noise and Vibration Analysis **	*LS*	*1*	*0*	*0*	
	5.4.3 Air Quality					
	Data Collection	*LS*	*1*	*0*	*0*	
	*Screening Analysis **	*LS*	*1*	*0*	*0*	
	*Air Quality Modeling **	*LS*	*1*	*0*	*0*	
	*Air Quality Technical Memorandum **	*LS*	*1*	*0*	*0*	
	*Mobile Air Toxics Analysis **	*LS*	*1*	*0*	*0*	
	*5.4.4 Construction Impact Analysis **	*LS*	*1*	*0*	*0*	
	5.4.5 Contamination					
	Field Data	*LS*	*1*	*0*	*0*	
	*Analysis and Report **	*LS*	*1*	*0*	*0*	
				5.4 Physical Effects Total	**0**	
5.5	**Cumulative Effects Evaluation ***	EA	0	0	0	
5.6	**Project Commitments Record ***	LS	1	0	0	
				Environmental Analysis and Report Subtotal	**246**	
				Hours Subject to QC	**246**	
	Quality Assurance / Quality Control	LS	%	5%	12	
				ENVIRONMENTAL ANALYSIS AND REPORT TOTAL HOURS	**258**	

Agenda Item G.4. 6/16/2026

SUBJECT

Request Board approve 1) Construction Manager at Risk (CMAR), Guaranteed Maximum Price (GMP) Addendum with Miller Construction Management, Inc. for the Caloosa Lake Fire Rescue Station 21 ($6,390,171.95 one-time expense) and 2) CIP amendment and budget transfer from the Emergency Medical Millage Fund in the amount of $1,693,204.00, to fully fund the project.

DESCRIPTION

On July 20, 2021, the Board authorized staff to negotiate CMAR agreements with Miller Construction Management, Inc. to provide pre-construction and construction services for a maximum of four fire rescue stations. The projects included building the fire stations using Polk County's current fire rescue station prototype.

On October 19, 2021, the Board approved the first of the four CMAR agreements for pre-construction services for the Nalcrest Fire Rescue Station. Those services are currently on hold until a water plant is constructed near the site.

On July 5, 2022, the Board approved the second CMAR agreement for pre-construction services for the Watkins Road Fire Rescue Station; and on February 3, 2023, the Board approved the Guaranteed Maximum Price (GMP) addendum to construction the fire station in the amount of $4,804,470.28. Construction of this station was completed in June of 2024.

On October 7, 2025, the County approved the final two CMAR agreements for pre-construction services for both Bradley Junction and Caloosa Lake Fire Rescue Stations.

Pre-construction services are now complete for the Caloosa Lake Fire Rescue Station and Miller Construction has provided the attached GMP to construct the station in the amount of $6,390,171.95. In accordance with Resolution 13-066, $250,000.00 is included in the GMP total for allowance work.

The total contract time is 365 calendar days. In accordance with Resolution 13-066, 54 calendar days have been added for allowance time.

The Caloosa Lake Fire Rescue Station CIP project budget totals $5,300,000.00. The other project required soft costs for design, connection fees, etc. are estimated at $603,032.00 leaving $4,696,968.00 available for construction. Therefore, a CIP amendment is needed in the amount of $1,693,204.00 to fund the construction contract.

RECOMMENDATION

Request Board approve CMAR 2025-066, GMP Addendum with Miller Construction Management,

Inc., for the Caloosa Lake Fire Rescue Station CIP project and CIP amendment and budget transfer from the Emergency Medical Millage Fund Reserve for Future Capital in the amount of $1,693,204.00 to fully fund the project.

FISCAL IMPACT

Request approval of CIP Budget Amendment and transfer from the Emergency Medical Millage Fund Reserve for Future Capital Expansion, funds will be available in the Emergency Medical Millage Fund within the Caloosa Lake Fire Rescue Station CIP project. During the FY 26/27 CIP budget process, the project will be adjusted to fully fund the total project cost.

CONTACT INFORMATION

Tabatha Shirah

Senior Procurement Analyst

863.534.5935

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

CIP BUDGET AMENDMENT REQUEST

(Used for all amendments/transfers per CIP Policy approved 2 September 2014)

Date	3/9/2026
CIP Project(s)	Caloosa Lake Fire Station #2900036
Division	Fire Rescue
BRJ ID:	Hnewton, 4/2/26, BOCC 6/2/26

	For Transfers under CIP Policy 6.a and 6.b shown below					For CIP Policy 6.b only	
	Amount **FROM**	Fund	Cost Center	Account	Project	Total Project Budget	% Decrease
							#DIV/0!
							#DIV/0!
							#DIV/0!
TOTAL	$ -						
	Amount **TO**						% Increase
							#DIV/0!
							#DIV/0!
							#DIV/0!
TOTAL	$ -						

JUSTIFICATION (Attached Current Fiscal Year CIP Detail Sheets)

APPROVALS

Division Director Approval:	
Policy 6.a: Budget/Procurement	**Policy 6.b: County Management/Designee**
Christa Johnson 5/28/26 (Date)	(Date)

6. **Amending the Adopted CIP** - Circumstances may arise during the fiscal year which makes it necessary to amend the Adopted CIP. Since many of the County's CIP projects span multiple years and funding sources, the Board considers certain variances of estimates to be reasonable and not require BoCC approval. The CIP may be amended as follows:

   a. The Budget and Procurement Director or designee may administratively approve changes to the funding source of a project, as long as the total project budget does not change.

   b. The County Manager or designee may approve project budget increases or decreases, which are less than 5% of the total project budget or $250,000 (whichever is less). Multiple amendments to the same project can be approved by the County Manager if the total is under 5% or $250,000.

AC 5/27/26

	For Transfers Requiring Board Approval					Board Date: 3/17/2026
	Amount **FROM**	Fund	Cost Center	Account	Project	
	1,693,204.00	14981	280524010	5998140		
TOTAL	1,693,204.00					**Justification: See attached Agenda Backup**
	Amount **TO**	Fund	Cost Center	Account	Project	
	1,693,204.00	14981	280524010	5666000	2900036	
TOTAL	1,693,204.00					

Requesting Division: FORWARD TO BUDGET & MANAGEMENT SERVICES (CA02) (Rev. 08-24)

GMP ADDENDUM to CONTRACT #2025-066
to
Agreement between Polk County and Construction Manager at Risk

Caloosa Lake Fire Rescue Station 21 – Project No. 24133.01

Pursuant to the CMAR Agreement 2025-066 (the "Agreement") dated October 7, 2025, between Polk County, a political subdivision of the State of Florida (the "County") and Miller Construction Management, LLC. (the "Construction Manager"), with respect to the Project, as identified and described in the Pre-Construction Addendum, the County and the Construction Manager hereby establish a Guaranteed Maximum Price (GMP), Contract Time for the Work and amend the Agreement as set forth below.

1. The Construction Manager's (GMP) for the Work as defined in Section 6.1.3 and the Construction Manager's Fee as defined in Section 6.1.2, for the Construction Phase Services is ($ 6,390,171.95) Six Million Three Hundred Ninety Thousand One Hundred Seventy-One Dollars and Ninety Five Cents.

2. This price is for the performance of the Work in accordance with the Schedules listed below and attached to this Addendum as follows:

Schedule 1 Construction Manager's Personnel.
Schedule 2 Contract Drawings & Specifications.
Schedule 3 GMP Bid Breakdown.
Schedule 4 Clarifications, Assumptions, Exclusions and Allowances.

3. Pursuant to Article 2, Section 2.5, the Project critical dates are as follow:

A.	Construction Phase Commencement Date	To be stated in the Notice to Proceed
B.	Project Substantial Completion Date	335 calendar days from Notice to Proceed
C.	Project Final Completion Date	30 calendar days after Substantial Completion
D.	The Allowance Time for This Project is	54 Days

4. In the event the Construction Manager does not achieve Substantial Completion within the Contract Time, including approved extensions, the Construction Manager shall pay the County, as liquidated damages and not as a penalty, the sum of $ 50.00 per day for each calendar day the actual time of performance exceeds the authorized Contract Time.

5. The Construction Manager shall not be due any additional Construction Phase Fee on increases in the GMP that do not exceed a cumulative total of $ 0.00. Should the GMP be increased by more than $ 0.00 under the terms of Article 7 hereinafter due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will be 5% percent of that portion of the accumulative increases in the GMP that exceed the GMP by more than $ 0.00.

6. The Construction Manager's Fee for overhead, profit, and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, shall be 5 % of the cost of work, as defined under section 6.1.3, and contingency. The Construction Manager's Fee shall be converted to a fix amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid proportionally to the ratio of the work in place, including stored materials (see Article 8.1.3), as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less.

7. Pursuant to Section 6.1.3.2.2, the cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction project. General Liability will be cost at a fixed rate of 1.51 % of the final Contract Amount and Construction Manager bonds will be cost at a fixed rate of 2.28 %. The premium stated will be substantiated with industry standard documentation. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Manager Overhead and profit fee on this item.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized representatives, as of the effective date.

POLK COUNTY, a political subdivision of the State of Florida

ATTEST:

By: _____
Deputy Clerk

By: _____
Martha Santiago, Ed., D, Chair

Date: _____

Approved as to form and legal sufficiency:

5/22/2020
Assistant County Attorney

ATTEST:

Corporate Secretary

By: _____
Miller Construction Management, LLC
a Florida Corporation

Title: C.O.O.

SCHEDULE 1 to the GMP ADDENDUM

Caloosa Lake Fire Rescue Station 21 - Project No. 24133.01

Construction Manager's Personnel
During Construction Phase

Name	Title	Duration (Months)	Percentage
Off-Site Staff			
Corey Miller	Project Executive	10	10%
Courtney Spears	Project Accountant	10	15%
Laura Ramos	Project Administrator	10	20%
On-Site Staff			
Mike George, Jr.	Project Manager	10	15
Daven Styles	Project Manager	10	35%
Daniel Hagen	Project Superintendent	10	100%

SCHEDULE 2 to the GMP ADDENDUM

Caloosa Lake Fire Rescue Station 21 - Project No. 24133.01

Contract Drawings and Specifications

Job #: 526002 Polk County Caloosa Lake FRS No. 21
611 Altura Babson Park Cutoff Road
Lake Wales, Florida 33821

MILLER CONSTRUCTION MANAGEMENT, INC.

SCHEDULE 2 - GMP ENUMERATION OF DOCUMENTS

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Civil					
1 of 1	BOUNDARY SURVEY	3	10/31/2025		Civil 10.31.25 (10/31/25)
1 of 3	TOPOGRAPHIC SURVEY COVER SHEET	3	10/31/2025		Civil 10.31.25 (10/31/25)
2 of 3	TOPOGRAPHIC SURVEY DETAILS	3	10/31/2025		Civil 10.31.25 (10/31/25)
3 of 3	TOPOGRAPHIC SURVEY DETAILS	3	10/31/2025		Civil 10.31.25 (10/31/25)
C-000	COVER SHEET	3	10/31/2025		Civil 10.31.25 (10/31/25)
C-010	GENERAL NOTES	3	10/31/2025		Civil 10.31.25 (10/31/25)
C-011	GENERAL NOTES	4	01/20/2026		Civil 1.20.26 (01/20/26)
C-012	GENERAL NOTES	4	01/20/2026		Civil 1.20.26 (01/20/26)
C-020	AERIAL PLAN	4	01/20/2026		Civil 1.20.26 (01/20/26)
C-021	WETLAND IMPACT PLAN	4	01/20/2026		Civil 1.20.26 (01/20/26)
C-030	EROSION CONTROL PLAN	4	01/20/2026		Civil 1.20.26 (01/20/26)
C-040	EROSION CONTROL DETAILS	4	01/20/2026		Civil 1.20.26 (01/20/26)
C-100	COVER SHEET	4	01/20/2026		Civil 1.20.26 (01/20/26)
C-100.0	SITE PLAN	4	01/20/2026		Civil 1.20.26 (01/20/26)
C-200	GRADING AND DRAINAGE PLAN	4	01/20/2026		Civil 1.20.26 (01/20/26)
C-201	GRADING DETAILS	4	01/20/2026		Civil 1.20.26 (01/20/26)
C-210	POND CROSS SECTIONS	4	01/20/2026		Civil 1.20.26 (01/20/26)
C-211	POND CROSS SECTIONS	4	01/20/2026		Civil 1.20.26 (01/20/26)
C-220	CONTROL STRUCTURE DETAILS	4	01/20/2026		Civil 1.20.26 (01/20/26)
C-300	UTILITY PLAN	4	01/20/2026		Civil 1.20.26 (01/20/26)
C-500	CONSTRUCTION DETAILS	4	01/20/2026		Civil 1.20.26 (01/20/26)
C-501	CONSTRUCTION DETAILS	4	01/20/2026		Civil 1.20.26 (01/20/26)
Landscape					
IR-100	IRRIGATION PLAN	4	11/03/2025		Landscape 11.03.25 (11/03/25)
IR-101	IRRIGATION SCHEDULE & NOTES	4	11/03/2025		Landscape 11.03.25 (11/03/25)
L-100	LANDSCAPE PLAN	4	11/03/2025		Landscape 11.03.25 (11/03/25)
L-101	LANDSCAPE SCHEDULE, DETAILS & NOTES	4	11/03/2025		Landscape 11.03.25 (11/03/25)
General					
G-001	Life Safety and Code Data	0	10/31/2025		Arch Set 10.31.25 (10/31/25)
G-002	General Notes	0	10/31/2025		Arch Set 10.31.25 (10/31/25)
G-003	UL Details and Wall Types	0	10/31/2025		Arch Set 10.31.25 (10/31/25)
Structural					
S-101	Structural Specifications	0	10/31/2025		Structural Set 10.31.25 (10/31/25)

MILLER CONSTRUCTION MANAGEMENT, INC.

Printed on Sun Mar 8, 2026 at 09:11 pm EDT

Job #: 526002 Polk County Caloosa Lake FRS No. 21
611 Altura Babson Park Cutoff Road
Lake Wales, Florida 33821

SCHEDULE 2 - GMP ENUMERATION OF DOCUMENTS

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
S-102	Load and Wind Data	0	10/31/2025		Structural Set 10.31.25 (10/31/25)
S-201	Foundation Plan	0	10/31/2025		Structural Set 10.31.25 (10/31/25)
S-202	Roof Framing Plan	0	10/31/2025		Structural Set 10.31.25 (10/31/25)
S-301	Typical Details	0	10/31/2025		Structural Set 10.31.25 (10/31/25)
S-302	Typical Details	0	10/31/2025		Structural Set 10.31.25 (10/31/25)
S-303	Typical Details	0	10/31/2025		Structural Set 10.31.25 (10/31/25)
S-401	Wall Sections and Details	0	10/31/2025		Structural Set 10.31.25 (10/31/25)
S-402	Wall Sections and Elevations	0	10/31/2025		Structural Set 10.31.25 (10/31/25)
Architectural					
A-101	Floor Plan	0	10/31/2025		Arch Set 10.31.25 (10/31/25)
A-102A	Enlarged Residence Plan	0	10/31/2025		Arch Set 10.31.25 (10/31/25)
A-102B	Enlarged Apparatus Bay Plan	0	10/31/2025		Arch Set 10.31.25 (10/31/25)
A-103	Slab Joint Plan	0	10/31/2025		Arch Set 10.31.25 (10/31/25)
A-110	Reflected Ceiling Plan	1	01/08/2026		Arch Set REV 1.8.26 (01/08/26)
A-120	Roof Plan	0	10/31/2025		Arch Set 10.31.25 (10/31/25)
A-201	Exterior Elevations	0	10/31/2025		Arch Set 10.31.25 (10/31/25)
A-301	Building Sections	0	10/31/2025		Arch Set 10.31.25 (10/31/25)
A-311	Wall Sections	0	10/31/2025		Arch Set 10.31.25 (10/31/25)
A-401	Enlarged Toilet Plans and Elevations	1	01/08/2026		Arch Set REV 1.8.26 (01/08/26)
A-402	Interior Elevations and Millwork Details	0	10/31/2025		Arch Set 10.31.25 (10/31/25)
A-403	Millwork and Trench Drain Details	0	10/31/2025		Arch Set 10.31.25 (10/31/25)
A-601	Door & Window Details and Schedule	0	10/31/2025		Arch Set 10.31.25 (10/31/25)
A-602	Room Finish Schedule	1	01/08/2026		Arch Set REV 1.8.26 (01/08/26)
AS-001	Architectural Site Details	0	10/31/2025		Arch Set 10.31.25 (10/31/25)
Cover Sheet	Cover Sheet	1	01/08/2026		Arch Set REV 1.8.26 (01/08/26)
Mechanical					
M-001	General Notes - HVAC	0	12/23/2025		Mech Set 12.23.25 (12/23/25)
M-101	Floor Plan - HVAC	0	12/23/2025		Mech Set 12.23.25 (12/23/25)
M-102	Enlarged Plan - HVAC	0	12/23/2025		Mech Set 12.23.25 (12/23/25)
M-110	Roof Plan - HVAC	0	12/23/2025		Mech Set 12.23.25 (12/23/25)
M-501	Details - HVAC	0	12/23/2025		Mech Set 12.23.25 (12/23/25)
M-502	Details - HVAC	0	12/23/2025		Mech Set 12.23.25 (12/23/25)
M-601	Schedules - HVAC	0	12/23/2025		Mech Set 12.23.25 (12/23/25)
M-701	Controls - HVAC	0	12/23/2025		Mech Set 12.23.25 (12/23/25)
Fire Protection					
F-001	General Notes - Fire Protection	0	12/23/2025		Fire Protection Set 12.23.25 (12/23/25)
F-101	Floor Plan - Fire Protection	0	12/23/2025		Fire Protection Set 12.23.25 (12/23/

MILLER CONSTRUCTION MANAGEMENT, INC.

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Job #: 526002 Polk County Caloosa Lake FRS No. 21
611 Altura Babson Park Cutoff Road
Lake Wales, Florida 33821

SCHEDULE 2 - GMP ENUMERATION OF DOCUMENTS

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					25)
F-110	Roof Plan - Fire Protection	0	12/23/2025		Fire Protection Set 12.23.25 (12/23/25)
F-501	Details - Fire Protection	0	12/23/2025		Fire Protection Set 12.23.25 (12/23/25)
F-502	Details - Fire Protection	0	12/23/2025		Fire Protection Set 12.23.25 (12/23/25)
Plumbing					
P-001	General Notes - Plumbing	0	12/23/2025		Plumb Set 12.23.25 (12/23/25)
P-101-A	Floor Plan - Plumbing	0	12/23/2025		Plumb Set 12.23.25 (12/23/25)
P-101-B	Floor Plan - Plumbing	0	12/23/2025		Plumb Set 12.23.25 (12/23/25)
P-201	Riser Diagram - Plumbing	0	12/23/2025		Plumb Set 12.23.25 (12/23/25)
P-202	Riser Diagram - Plumbing	0	12/23/2025		Plumb Set 12.23.25 (12/23/25)
P-501	Details - Plumbing	0	12/23/2025		Plumb Set 12.23.25 (12/23/25)
P-502	Details - Plumbing	0	12/23/2025		Plumb Set 12.23.25 (12/23/25)
P-601	Schedules - Plumbing	0	12/23/2025		Plumb Set 12.23.25 (12/23/25)
Electrical					
E-001	General Notes & Symbols Legend - Electrical	0	12/23/2025		Electrical Set 12.23.25 (12/23/25)
E-010	Site Plan - Electrical	0	12/23/2025		Electrical Set 12.23.25 (12/23/25)
E-011	Site Plan - Photometrics	0	12/23/2025		Electrical Set 12.23.25 (12/23/25)
E-012	Site Plan - Well Pump System	0	12/23/2025		Electrical Set 12.23.25 (12/23/25)
E-101	Floor Plan - Lighting	0	12/23/2025		Electrical Set 12.23.25 (12/23/25)
E-110	Roof Plan - Electrical	0	12/23/2025		Electrical Set 12.23.25 (12/23/25)
E-201	Floor Plan - Power	0	12/23/2025		Electrical Set 12.23.25 (12/23/25)
E-301	Floor Plan - Fire Alarm	0	12/23/2025		Electrical Set 12.23.25 (12/23/25)
E-601	Electrical Riser Diagram and Panel Schedules	0	12/23/2025		Electrical Set 12.23.25 (12/23/25)
E-602	Panel Schedules	0	12/23/2025		Electrical Set 12.23.25 (12/23/25)
E-603	Details - Electrical	0	12/23/2025		Electrical Set 12.23.25 (12/23/25)
E-604	Details - Electrical	0	12/23/2025		Electrical Set 12.23.25 (12/23/25)
Technology					
T-001	General Notes, Abbreviations & Symbol Legend - Technology	0	12/23/2025		Technology Set 12.23.25 (12/23/25)
T-010	Site Plan - Technology	0	12/23/2025		Technology Set 12.23.25 (12/23/25)
T-101	Floor Plan - Technology	0	12/23/2025		Technology Set 12.23.25 (12/23/25)
T-301	MDF Enlarged Plan - Technology	0	12/23/2025		Technology Set 12.23.25 (12/23/25)
T-401	Systems Riser Diagram - Technology	0	12/23/2025		Technology Set 12.23.25 (12/23/25)
T-501	Details - Technology	0	12/23/2025		Technology Set 12.23.25 (12/23/25)
T-502	Details - Technology	0	12/23/2025		Technology Set 12.23.25 (12/23/25)
T-503	Details - Technology	0	12/23/2025		Technology Set 12.23.25 (12/23/25)
Fire Storage Tank					

POLK COUNTY

MILLER CONSTRUCTION MANAGEMENT, INC.

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611 Altura Babson Park Cutoff Road
Lake Wales, Florida 33821

SCHEDULE 2 - GMP ENUMERATION OF DOCUMENTS

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
FT000	FIRE TANK SITE PLAN, SYMBOLS, ABBREVIATIONS, AND NOTES	0	01/30/2026		Fire Storage Tank 1.30.26 (01/30/26)
FT100	ENLARGED VIEW	0	01/30/2026		Fire Storage Tank 1.30.26 (01/30/26)
FT101	TANK DETAILS AND ACCESSORIES	0	01/30/2026		Fire Storage Tank 1.30.26 (01/30/26)
G000	COVER SHEET	0	01/30/2026		Fire Storage Tank 1.30.26 (01/30/26)
Potable Water System					
C100	COVER SHEET	0	11/03/2025		Potable Water System (11/03/25)
C200	OVERALL SITE PLAN	0	11/03/2025		Potable Water System (11/03/25)
C300	WELL CROSS SECTION	0	11/03/2025		Potable Water System (11/03/25)
C301	WELL SITE PLAN	0	11/03/2025		Potable Water System (11/03/25)
C400	HYDROTANK DETAIL	0	11/03/2025		Potable Water System (11/03/25)
Potable Water System Specs					
Pgs. 1-88	ENGINEERING REPORT, SPECIFICATIONS, AND PLANS FOR POTABLE WATER SYSTEM	0	11/03/2025		Engineering Report & Specifications for Potable Water System (11/03/25)
Energy Calcs					
Pgs. 1-37	Energy Calculations	0	10/24/2025		Energy Calcs (10/24/25)
Geo Report					
Pgs. 1-57	GEOTECHNICAL ENGINEERING SERVICES REPORT	0	06/12/2025		Geotechnical Report (06/12/25)
Natural Resource Assessment					
Pgs. 1-82	Natural Resource Assessment	0	03/03/2025		Natural Resource Assessment (03/03/25)
Project Manual					
Pgs. 1-821	Polk County Fire Rescue Station Project Manual	0	03/15/2025		Project Manual (03/15/25)

Job #: 526002 Polk County Caloosa Lake FRS No. 21
611 Altura Babson Park Cutoff Road
Lake Wales, Florida 33821

MILLER CONSTRUCTION MANAGEMENT, INC.

SCHEDULE 2 - GMP ENUMERATION OF SPECIFICATIONS

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
000110	Table of Contents	0	03/15/25		Caloosa Lake FRS Project Manual
003132	Geotechnical Data	0	03/15/25		Caloosa Lake FRS Project Manual
01 - General Requirements					
011000	Summary	0	03/15/25		Caloosa Lake FRS Project Manual
012500	Substitution Procedures	0	03/15/25		Caloosa Lake FRS Project Manual
012600	Contract Modification Procedures	0	03/15/25		Caloosa Lake FRS Project Manual
012900	Payment Procedures	0	03/15/25		Caloosa Lake FRS Project Manual
013100	Project Management and Coordination	0	03/15/25		Caloosa Lake FRS Project Manual
013200	Construction Progress Documentation	0	03/15/25		Caloosa Lake FRS Project Manual
013300	Submittal Procedures	0	03/15/25		Caloosa Lake FRS Project Manual
014000	Quality Requirements	0	03/15/25		Caloosa Lake FRS Project Manual
014100	Testing Laboratory Services	0	03/15/25		Caloosa Lake FRS Project Manual
015000	Temporary Facilities and Controls	0	03/15/25		Caloosa Lake FRS Project Manual
016000	Product Requirements	0	03/15/25		Caloosa Lake FRS Project Manual
017300	Execution	0	03/15/25		Caloosa Lake FRS Project Manual
017700	Closeout Procedures	0	03/15/25		Caloosa Lake FRS Project Manual
017823	Operation and Maintenance Data	0	03/15/25		Caloosa Lake FRS Project Manual
017839	Project Record Documents	0	03/15/25		Caloosa Lake FRS Project Manual
03 - Concrete					
033650	Polished Concrete Floor System	0	03/15/25		Caloosa Lake FRS Project Manual
06 - Wood, Plastics, and Composites					
064023	Interior Architectural Woodwork	0	03/15/25		Caloosa Lake FRS Project Manual
07 - Thermal and Moisture Protection					
072100	Thermal Insulation	0	03/15/25		Caloosa Lake FRS Project Manual
076100	Metal Roofing	0	03/15/25		Caloosa Lake FRS Project Manual
076200	Sheet Metal Flashing and Trim	0	03/15/25		Caloosa Lake FRS Project Manual
078413	Penetration Firestopping	0	03/15/25		Caloosa Lake FRS Project Manual
079200	Joint Sealants	0	03/15/25		Caloosa Lake FRS Project Manual
08 - Openings					
081113	Hollow Metal Doors and Frames	0	03/15/25		Caloosa Lake FRS Project Manual
081416	Flush Wood Doors	0	03/15/25		Caloosa Lake FRS Project Manual
083310	Overhead Coiling Doors	0	03/15/25		Caloosa Lake FRS Project Manual

MILLER CONSTRUCTION MANAGEMENT, INC.

Job #: 526002 Polk County Caloosa Lake FRS No. 21
611 Altura Babson Park Cutoff Road
Lake Wales, Florida 33821

SCHEDULE 2 - GMP ENUMERATION OF SPECIFICATIONS

Number	Description	Revision	Issued Date	Received Date	Set
084113	Aluminum-Framed Entrances and Storefronts	0	03/15/25		Caloosa Lake FRS Project Manual
085210	Aluminum Windows	0	03/15/25		Caloosa Lake FRS Project Manual
087100	Door Hardware	0	03/15/25		Caloosa Lake FRS Project Manual
088000	Glazing	0	03/15/25		Caloosa Lake FRS Project Manual
09 - Finishes					
092216	Non-Structural Metal Framing	0	03/15/25		Caloosa Lake FRS Project Manual
092400	Cement Plastering (Stucco	0	03/15/25		Caloosa Lake FRS Project Manual
092900	Gypsum Board	0	03/15/25		Caloosa Lake FRS Project Manual
093000	Tiling	0	03/15/25		Caloosa Lake FRS Project Manual
095100	Acoustical Ceilings	0	03/15/25		Caloosa Lake FRS Project Manual
096519	Rubber Tile Sports Flooring	0	03/15/25		Caloosa Lake FRS Project Manual
099123	Interior Painting	0	03/15/25		Caloosa Lake FRS Project Manual
10 - Specialties					
050100	Maintenance of Metals	0	03/15/25		Caloosa Lake FRS Project Manual
100110	Operation and Maintenance of Information Specialties	0	03/15/25		Caloosa Lake FRS Project Manual
101400	Signage	0	03/15/25		Caloosa Lake FRS Project Manual
102100	Wall Louvers	0	03/15/25		Caloosa Lake FRS Project Manual
105200	Fire Extinguishers	0	03/15/25		Caloosa Lake FRS Project Manual
107500	Flagpoles	0	03/15/25		Caloosa Lake FRS Project Manual
108000	Toilet Accessories	0	03/15/25		Caloosa Lake FRS Project Manual
11 - Equipment					
113100	Equipment	0	03/15/25		Caloosa Lake FRS Project Manual
12 - Furnishings					
122413	Roller Window Shades	0	03/15/25		Caloosa Lake FRS Project Manual
123560	Commercial Casework	0	03/15/25		Caloosa Lake FRS Project Manual
127000	Systems Furniture	0	03/15/25		Caloosa Lake FRS Project Manual
21 - Fire Suppression					
210100	General Fire Protection Provisions	0	03/15/25		Caloosa Lake FRS Project Manual
210518	Escutcheons for Fire-Suppression Piping	0	03/15/25		Caloosa Lake FRS Project Manual
210523	General-Duty Valves for Water-Based Fire-Suppression Piping	0	03/15/25		Caloosa Lake FRS Project Manual
210529	Hangers & Supports for Fire Suppression Piping & Equipment	0	03/15/25		Caloosa Lake FRS Project Manual
210533	Heat Tracing for Fire-Suppression Piping	0	03/15/25		Caloosa Lake FRS Project Manual
210553	Identification for Fire-Suppression Piping & Equipment	0	03/15/25		Caloosa Lake FRS Project Manual
211313	Wet-Pipe Sprinkler Systems	0	03/15/25		Caloosa Lake FRS Project Manual
22 - Plumbing					
220001	Plumbing, General Requirements	0	03/15/25		Caloosa Lake FRS Project Manual
220516	Expansion Fittings and Loops for Plumbing Piping	0	03/15/25		Caloosa Lake FRS Project Manual

POLK COUNTY

MILLER CONSTRUCTION MANAGEMENT, INC.

Job #: 526002 Polk County Caloosa Lake FRS No. 21
611 Altura Babson Park Cutoff Road
Lake Wales, Florida 33821

SCHEDULE 2 - GMP ENUMERATION OF SPECIFICATIONS

Number	Description	Revision	Issued Date	Received Date	Set
220523	Valves, Cocks and Specialties for Plumbing Systems	0	03/15/25		Caloosa Lake FRS Project Manual
220553	Identification for Plumbing Piping and Equipment	0	03/15/25		Caloosa Lake FRS Project Manual
220700	Insulation for Plumbing Systems	0	03/15/25		Caloosa Lake FRS Project Manual
221119	Domestic Water Piping	0	03/15/25		Caloosa Lake FRS Project Manual
221316	Sanitary Sewer and Vent Piping	0	03/15/25		Caloosa Lake FRS Project Manual
221317	Cleanouts and Cleanout Access Covers	0	03/15/25		Caloosa Lake FRS Project Manual
221319	Floor Drains	0	03/15/25		Caloosa Lake FRS Project Manual
221320	Trench Drains	0	03/15/25		Caloosa Lake FRS Project Manual
221413	Storm and Condensate Drainage Piping	0	03/15/25		Caloosa Lake FRS Project Manual
221513	Compressed Air Equipment, Piping and Accessories	0	03/15/25		Caloosa Lake FRS Project Manual
223333	Domestic Water Heaters, Commercial Electric	0	03/15/25		Caloosa Lake FRS Project Manual
224005	Plumbing Fixtures and Trim	0	03/15/25		Caloosa Lake FRS Project Manual
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
230100	General Mechanical Provisions	0	03/15/25		Caloosa Lake FRS Project Manual
230500	Basic Mechanical Materials and Methods	0	03/15/25		Caloosa Lake FRS Project Manual
230513	Electric Motors, Premium Efficiency Type	0	03/15/25		Caloosa Lake FRS Project Manual
230515	Instructions and Maintenance Manuals	0	03/15/25		Caloosa Lake FRS Project Manual
230529	Hangers and Supports	0	03/15/25		Caloosa Lake FRS Project Manual
230548	Vibration Isolation Equipment	0	03/15/25		Caloosa Lake FRS Project Manual
230593	Performance Verification, Preliminary	0	03/15/25		Caloosa Lake FRS Project Manual
230594	Performance Verification, Final	0	03/15/25		Caloosa Lake FRS Project Manual
230700	Insulation, HVAC	0	03/15/25		Caloosa Lake FRS Project Manual
232313	Refrigerant Pipe, Valves and Specialties	0	03/15/25		Caloosa Lake FRS Project Manual
233100	Ductwork	0	03/15/25		Caloosa Lake FRS Project Manual
233300	Duct System Accessories	0	03/15/25		Caloosa Lake FRS Project Manual
233424	Fans: In-Line Centrifugal, Heavy Duty	0	03/15/25		Caloosa Lake FRS Project Manual
233713	Air Distribution Devices	0	03/15/25		Caloosa Lake FRS Project Manual
233725	Louvers	0	03/15/25		Caloosa Lake FRS Project Manual
237433	Dedicated Outdoor Air Units (DOAS	0	03/15/25		Caloosa Lake FRS Project Manual
238126	Condensing Units: Air Cooled, Hermetic	0	03/15/25		Caloosa Lake FRS Project Manual
238127	Air Handling Units, Split System	0	03/15/25		Caloosa Lake FRS Project Manual
238131	Ductless Split System Air-Conditioning Units	0	03/15/25		Caloosa Lake FRS Project Manual
26 - Electrical					
260100	Basic Electrical Requirements	0	03/15/25		Caloosa Lake FRS Project Manual
260500	Common Work Results for Electrical	0	03/15/25		Caloosa Lake FRS Project Manual
260519	Low-Voltage Electrical Power Conductors and Cables	0	03/15/25		Caloosa Lake FRS Project Manual
260526	Grounding and Bonding for Electrical Systems	0	03/15/25		Caloosa Lake FRS Project Manual



MILLER CONSTRUCTION MANAGEMENT, INC.

Job #: 526002 Polk County Caloosa Lake FRS No. 21
611 Altura Babson Park Cutoff Road
Lake Wales, Florida 33821

SCHEDULE 2 - GMP ENUMERATION OF SPECIFICATIONS

Number	Description	Revision	Issued Date	Received Date	Set
260529	Hangers and Supports for Electrical Systems	0	03/15/25		Caloosa Lake FRS Project Manual
260533	Raceways and Boxes for Electrical Systems	0	03/15/25		Caloosa Lake FRS Project Manual
260543	Underground Ducts and Raceways for Electrical Systems	0	03/15/25		Caloosa Lake FRS Project Manual
260553	Identification for Electrical Systems	0	03/15/25		Caloosa Lake FRS Project Manual
260923	Lighting Control Devices	0	03/15/25		Caloosa Lake FRS Project Manual
262416	Panelboards	0	03/15/25		Caloosa Lake FRS Project Manual
262726	Wiring Devices	0	03/15/25		Caloosa Lake FRS Project Manual
262813	Fuses	0	03/15/25		Caloosa Lake FRS Project Manual
262816	Enclosed Switches and Circuit Breakers	0	03/15/25		Caloosa Lake FRS Project Manual
263213	Diesel Emergency Engine Generators	0	03/15/25		Caloosa Lake FRS Project Manual
263600	Transfer Switches	0	03/15/25		Caloosa Lake FRS Project Manual
264113	Lightning Protection for Structures	0	03/15/25		Caloosa Lake FRS Project Manual
264313	Surge Protection Devices for Low-Voltage Electrical Power	0	03/15/25		Caloosa Lake FRS Project Manual
265100	Interior Lighting	0	03/15/25		Caloosa Lake FRS Project Manual
265600	Exterior Lighting	0	03/15/25		Caloosa Lake FRS Project Manual
27 - Communications					
270000	Communications	0	03/15/25		Caloosa Lake FRS Project Manual
270500	Common Work Results for Communications Systems	0	03/15/25		Caloosa Lake FRS Project Manual
270526	Grounding and Bonding for Communications Systems	0	03/15/25		Caloosa Lake FRS Project Manual
270528	Pathways for Communications Systems	0	03/15/25		Caloosa Lake FRS Project Manual
270553	Identification for Communications Systems	0	03/15/25		Caloosa Lake FRS Project Manual
270800	Commissioning of Communications Systems	0	03/15/25		Caloosa Lake FRS Project Manual
271100	Communications Equipment Room Fittings	0	03/15/25		Caloosa Lake FRS Project Manual
271113	Communications Entrance Protection	0	03/15/25		Caloosa Lake FRS Project Manual
271116	Communications Cabinets, Racks and Enclosures	0	03/15/25		Caloosa Lake FRS Project Manual
271119	Communications Termination Blocks and Patch Panels	0	03/15/25		Caloosa Lake FRS Project Manual
271123	Communications Cable Management and Ladder Rack	0	03/15/25		Caloosa Lake FRS Project Manual
271126	Communications Rack Mounted Power Distribution	0	03/15/25		Caloosa Lake FRS Project Manual
271513	Communications Copper Horizontal Cabling	0	03/15/25		Caloosa Lake FRS Project Manual
271543	Communications Faceplates and Connectors	0	03/15/25		Caloosa Lake FRS Project Manual
271619	Communications Patch Cords and Workstation Cords	0	03/15/25		Caloosa Lake FRS Project Manual
272133	Data Communications Wireless Access Points	0	03/15/25		Caloosa Lake FRS Project Manual
274133	CATV Video Distribution System	0	03/15/25		Caloosa Lake FRS Project Manual
275123	Intercom System	0	03/15/25		Caloosa Lake FRS Project Manual
28 - Electronic Safety and Security					
280000	Electronic Safety and Security Systems	0	03/15/25		Caloosa Lake FRS Project Manual
280500	Common Work Results for Electronic Safety and Security	0	03/15/25		Caloosa Lake FRS Project Manual

MILLER CONSTRUCTION MANAGEMENT, INC.

Job #: 526002 Polk County Caloosa Lake FRS No. 21
611 Altura Babson Park Cutoff Road
Lake Wales, Florida 33821

SCHEDULE 2 - GMP ENUMERATION OF SPECIFICATIONS

Number	Description	Revision	Issued Date	Received Date	Set
280513	Conductors and Cables for Electronic Safety and Security	0	03/15/25		Caloosa Lake FRS Project Manual
280800	Commissioning of Electronic Safety and Security Systems	0	03/15/25		Caloosa Lake FRS Project Manual

SCHEDULE 3 to the GMP ADDENDUM

Caloosa Lake Fire Rescue Station 21 - Project No. 24133.01

GMP Bid Breakdown

Miller Construction Management, Inc.

Caloosa Lake Fire Rescue Station 21 - (Project No. 24133.01)
Schedule 3 - GMP Cost Breakdown

GMP Submission - 3/18/2026

Bid Package	Description of Work	Price	Subcontractor	Notes
1B	Field Surveying Services	$ 17,600.00	On-Point Surveying, Inc.	Includes building & site layout with certified civil as-built drawings.
2	Sitework Construction	$ 784,328.90	Martin Paving	Includes burning of trees, shrubs, grubbing, and debris on site. ***(See add alternate below to haul and dispose, if burning is not allowed).***
2	Public Supply Well & PulsaTron Chlorinator System	$ 123,000.00	Dunham Well Drilling (Contingency)	Includes all related tanks, eye wash station, piping, and components. The well depth is based on average depths for this area researched from SWFWMD. Actual depth depends 100% on the underground formation. Additional LF beyond the 500 feet of well drilling included in this proposal will be addressed by change order.
	Prefabricated Well Shed Structure or Field Constructed CMU Block Enclosure With Chain Link Gates and Standing Seam Metal Roof Canopy Structure.	$ 35,000.00	Contingency	The enclosed shed is per the note on well site plan C301 included in the enumeration of documents for this project and the CMU block enclosure with chain link gates and standing seam metal roof canopy structure is based of the design used at the Masterpiece Road FRS. Design type and size to be determined. (Excludes design and engineering fees).
2A	Landscape and Irrigation	$ 95,174.00	Capital Maintenance & Landscape	Includes mulch and irrigation sleeves. (Excludes irrigation of sod).
2A	Bahia Sodding	$ 100,750.00	Contingency	Estimated 201,500 SF at .50 per SF.
2B	Dumpster Enclosure CL Fence and Gates	$ 6,380.00	South Florida Fence	Includes the vertical black vinyl privacy slats.
2B	Fire Tank and Well Pad CL Fence and Gates	$ 19,990.00	South Florida Fence (Contingency)	Includes the vertical white vinyl privacy slats, per keynote 14/FT100.
	Geogrid Fabric Weed Control and Stone Aggregate	$ 16,000.00	Martin Paving (Contingency)	Includes a geogrid fabric weed barrier and 4" of #57 stone aggregate inside the fire tank, well, and water treatment equipment fence enclosure based off layout on sheet FT100.
2C	Septic and Drain Field System	$ 27,900.00	Liberty Plumbing and Septic	Includes design and permit. ***(Based on 9 people per shift for 3 shifts or 675 gallons per day flow (27 people at 25 gallons per day per person).***
Division 2 Site Work		**$ 1,226,122.90**		
3	Building Concrete	$ 221,539.00	Level Line Concrete, Inc.	Includes termite soil treatment, concrete curing, and non-shrink grouting.
3	Site Concrete	$ 278,630.00	Level Line Concrete, Inc.	Excludes the radio tower foundation. Not specified.
3	Fire Tank and Well Concrete Pad Engineering	$ 5,000.00	Contingency	No dimensions or design provided.

3	Fire Tank and Well Concrete Pad	$ 39,222.00	Level Line Concrete (Contingency)	No size or design provided. Contingency includes 45' x 45' x 8" thick rebar reinforced concrete pad with 24" x 12" thickened slab edge and the 12' x 16' x 6" thick concrete well pad, per sheet FT100, received on 3/5/2026.
3	Building and Site Joint Fillers and Sealants	$ 19,741.00	Level Line Concrete, Inc.	
Division 3 Concrete		**$ 564,132.00**		
4	8" and 12" Building Masonry	$ 198,560.00	Ron Kendall Masonry, Inc.	The cast-in-place concrete beams are included in the concrete SOW.
Division 4 Masonry		**$ 198,560.00**		
5	Structural Steel	$ 33,430.00	E & S Steel Corporation	Includes steel columns, beams, beam embeds, and anchor bolts.
5	Mezzanine Ships Ladder and Railings	$ 8,000.00	E & S Steel Corporation	
5	Pipe Bollards & Overhead Door Sill Embeds	$ 9,570.00	E & S Steel Corporation	Installation is included in the concrete SOW.
Division 5 Metals		**$ 51,000.00**		
6	Pre-Engineered Wood Roof & Mezz. Trusses	$ 42,438.34	Builder's First Choice	LVL beams are included in rough carpentry materials.
6A	Millwork Cabinets & Counter Tops	$ 62,622.00	D&L Cabinetry	Includes the solid surface window sills & pass-thru window counter.
6A	Added 4th Shift Millwork	$ 4,700.00	D&L Cabinetry (Contingency)	Includes the added wardrobe cabinet in the (9 each) bunk rooms, (1 each) added kitchen panty cabinet, and reduction in kitchen cabinets to accommodate the added refrigerator.
	Stainless Steel Upper Cabinet	$ 14,700.00	Contingency	No specifications provided. Shown above the washer and dryer in corridor 112 on sheets A-101 and A-102A.
Division 6 Carpentry		**$ 124,460.34**		
7 and 9A	Thermal and Sound Insulation	$ 28,300.00	Center State Framing and Drywall	Incl. roof & wall batt insulation & rigid board exterior wall insulation.
7A	Berridge Standing Seam Metal Roof	$ 177,981.00	Central Florida Exteriors, Inc.	Includes the self-adhered underlayment.
7A	Metal Soffit Panels and Fascia Wrap	$ 10,060.00	Central Florida Exteriors, Inc.	
7A	Aluminum Gutters & Down Spouts	$ 6,720.00	Central Florida Exteriors, Inc.	
7A	Interior and Exterior Metal Ceiling Panels	$ 56,844.00	Central Florida Exteriors, Inc.	Included for the interior apparatus bay and mezzanine loading platform ceilings and exterior covered entry and screen porch ceilings.
Division 7 Moisture Protection		**$ 279,905.00**		
8	Exterior Impact Rated Level E Aluminum Storefront Entrances & Windows ***(The optional WINCO impact rated fixed aluminum windows were not considered).***	$ 64,700.00	Countryside Glass & Mirror, Inc.	Includes all exterior storefront entrances and windows, the (1 each) interior type C aluminum sliding pass-thru window, and (2 each) interior type B aluminum storefront windows as specified. YKK is included as an equal to Kawneer.
8	Exercise Room 4' x 8' Wall Mirror	Included	Countryside Glass & Mirror, Inc.	
8A	Doors, Frames, and Hardware - Materials	$ 93,588.20	Door and Hardware Openings, Inc.	Includes all door type G and N glass.
8A	Door and Hardware - Install Labor	$ 15,570.00	Shelmar Doors and Hardware	Door frames are installed by the mason and interior metal frame contractors.
8B	Overhead Doors	$ 158,250.00	Best Rolling Doors	
	Metal Access Panels	$ 3,000.00	Contingency	Includes app. bay ceiling attic access & all gyp. board MEP access panels.

Division 8 Doors and Windows		**$ 335,108.20**		
9	3/4" Three Coat Cement Stucco	$ 56,500.00	Florida Stucco Contractors	
9A	Wood Frame Carpentry - Labor	$ 76,601.00	K-Ron, Inc.	Includes load bearing walls, mezzanine, and roof structure.
9A	Wood Frame Carpentry - Materials	$ 80,930.00	K-Ron, Inc.	Includes LVL beams.
9A	Hardie Mezzanine Deck and Column Trim	Included	K-Ron, Inc.	Included in wood frame labor and materials costs above.
	Wood Frame and Trim Material Contingency	$ 10,000.00	Contingency	Contingency included for possible cost increases and/or scope gaps between the wood frame and metal frame contractors.
9A	Metal Framing, Drywall, & Tile Backer Board	$ 121,650.00	Center State Framing and Drywall	Includes the AC plywood at designated interior walls.
9B	Interior and Exterior Painting	$ 33,000.00	Ryan's Custom Coatings	Includes the apparatus bay traffic lane floor striping.
9C	Suspended Acoustical Ceilings	$ 20,940.00	Acoustical Services, Inc.	Includes R-19 above bunk room ACT ceilings.
9D	Floor Tile, Wall Tile, Tile Base, & Vinyl Base	$ 35,347.25	Nance's Flooring	See requested add alternates for STONHARD epoxy floor system in lieu of ceramic floor tile in toilet/shower rooms. Tile base to remain.
9D	Exercise Room Rubber Sports Floor	$ 5,454.00	Nance's Flooring	
9E	Polished and Stained Concrete Floors	$ 33,621.20	Creative Concrete Services	See requested add alternate for STONHARD epoxy floor system with integral base in lieu of polished concrete with vinyl cove base.
	Polished Concrete Floor and Floor Maintenance Protection Contingency	$ 10,000.00	Contingency	To maintain floor protection and to cover any additional costs related to getting the polished concrete floors acceptable to the Owner.
9E	Clean, Grind, and Seal Apparatus Bay Floor	$ 9,775.00	C & C Painting & Waterproofing	
9E	STONHARD Epoxy Floor System with Integral Base	$ 11,700.00	STONHARD	Included for the mechanical mezzanine 7 mezzanine loading platform, per sheet A-101.
9E	Floor Protection	$ 5,000.00	Creative Concrete Services (Contingency)	Contingency includes material and installation. (To be installed after polishing is complete & prior to wall construction).
Division 9 Finishes		**$ 510,518.45**		
10	Toilet Accessories	$ 4,668.00	Rolling Oak Supply, Inc.	
10	Fire Extinguishers & FEC Cabinets	$ 1,989.00	Rolling Oak Supply, Inc.	
10	Interior and Exterior Signs	$ 17,228.65	Gulf State Signs	Incl. room signs, building letters, address numbers, and logo signs.
10	Flag Pole Materials	$ 6,054.06	Gulf State Signs	Includes engineering.
	Bike Rack	$ 1,400.00	Contingency	No bids received.
	Corner Guards (No specifications provided).	$ 4,350.00	Contingency	Includes (33 each) 2" x 2" x 48" high impact resistant black vinyl corner guards with top and bottom end caps for all gypsum outside corners and exterior gypsum door returns only, per sheet A-102A.
	Knox Box	$ 1,500.00	Contingency	No specifications provided. To be determine by the Fire Marshal.
Division 10 Specialties		**$ 37,189.71**		
11	Bunker Gear Lockers	$ 12,471.02	Laundry Owners Warehouse	Includes 31 each lockers.
11	Added 4th Shift Bunker Gear Lockers	$ 2,000.13	Laundry Owners Warehouse	Contingency included for (5 each) additional bunker gear lockers.
11	Hallowell Open Metal Shelving	$ 6,150.00	D&L Cabinetry	Includes 10 each shelving units.

	Unload, Assemble, and Install the Designated Owner Provided Furnishings, Furniture, and Equipment	$ 5,000.00	Contingency	Included for installation of Owner provided gym equipment and wall mount TV brackets and component shelves in the (9 each) bunk rooms, day room 107, dining room 109, exercise room 110, training room 101, and office 103 only (Total 14 each), per sheet A-102A and specification section 113100.
11	Residential Kitchen Appliances	$ 14,450.31	Milcarsky's Appliance Centre'	Includes installation.
11	Added 4th Shift Residential Refrigerator	$ 1,974.93	Milcarsky's Appliance Centre'	Contingency included for (1 each) additional refrigerator.
11	Ice Machine	$ 8,126.65	Milcarsky's Appliance Centre'	Includes ice bin, remote condenser, & minimum 2-stage filter system.
11	Range Hood with Fire Suppression System	$ 19,500.00	Payne Air Conditioning & Heating	Includes certification by independent fire suppression contractor.
11	Full Height Stainless Steel Range Backsplash	$ 1,500.00	Payne Air Conditioning & Heating	36" wide x 72" tall.
11	Commercial Laundry Equipment	$ 33,196.74	Laundry Owners Warehouse	(2 each) washer extractors, fire soap dispenser, & gear drying rack.
	Residential Side x Side Washer and Dryer	$ 2,500.00	Contingency	No specifications provided. Includes accessories and installation.
Division 11 Equipment		**$ 106,869.78**		
12	Rolling Window Shades	$ 7,279.21	AAA Blinds of Lakeland	
Division 12 Furnishings		**$ 7,279.21**		
13	Patio Screen Enclosure	$ 1,580.00	Robinson Aluminum Construction	
Division 13 Special Construction		**$ 1,580.00**		
15	Fire Sprinkler Protection	$ 82,750.00	Dover Fire and Fab, Inc.	From 1'-0" AFF at riser. Including fully sprinkled attic.
15	Electric Fire Pump and Controller	$ 55,000.00	Dover Fire and Fab, Inc.	Includes all related piping, pipe stands, valves, and signage.
15	Fire Tanks and Related Tank to Tank Piping	$ 175,000.00	Contingency	Includes the (1) 65,000-gallon tank as specified.
15A	Plumbing	$ 203,500.00	All Pro Plumbing Services, Inc.	Includes air compressor, compressed air, & condensate system piping.
15B	HVAC	$ 406,200.00	Payne Air Conditioning & Heating	
Division 15 Mechanical		**$ 922,450.00**		
16	Electric and Technology Systems	$ 511,707.21	AVE-CO Electric	
16	*Site Electric and Lighting*	Included	AVE-CO Electric	
16	*Fire Alarm System*	$ 24,748.00	AVE-CO Electric	
16	*Paging & Intercom Systems*	$ 11,931.65	AVE-CO Electric	
16	*Access Control System*	$ 33,783.91	AVE-CO Electric	
16	*Communication and Data Systems*	$ 37,329.65	AVE-CO Electric	
16	*UL Master Lightning Protection*	$ 23,900.00	AVE-CO Electric	
16	*CATV System*	$ 12,879.10	AVE-CO Electric	
16	*Emergency Generator and ATS*	$ 169,033.04	AVE-CO Electric	Includes the CAT Emergency Generator as directed.
	Emergency Generator Fuel and DEFS	$ 10,000.00	Contingency	
Division 16 Electrical		**$ 835,312.56**		

Divisions 2 Through 16	Cost of Work Subtotal:	**$ 5,200,488.15**		
Division 1	General Conditions / Requirements Subtotal	**$ 415,924.89**		See attached itemized schedule 3 general conditions/staffing estimate.
	Total Cost of Work	**$ 5,616,413.04**		
	Owner Allowance	$ 250,000.00		Included per CM Agreement.
	General Liability Insurance	$ 84,920.17		1.51%
	Performance & Payment Bonds	$ 128,018.09		2.28%
	Subcontractor Performance & Payment Bonds	$ 30,000.00	Contingency	For subcontracts over $ 350,000.00.
	Fee (5% - none on bond, GL, and allowance)	$ 280,820.65		5% of the cost of work, general conditions, and general requirements only.
	GMP Total:	**$ 6,390,171.95**		

Miller Construction Management, Inc.

Caloosa Lake Fire Rescue Station 21 - (Project No. 24133.01) **GMP Submission - 3/18/2026**

Schedule 3 - General Conditions and Staffing Estimate

Description	QTY	Unit	Unit / Price	Total
Blueprint Copies & Reproductions Fees	1	LS	$ 1,000.00	$ 1,000.00
As-Built Record Drawings	1	LS	$ 1,500.00	$ 1,500.00
Postage Fees	1	LS	$ 150.00	$ 150.00
Bid Package 1 - Professional (1 Time) Rough Pre-Clean and (1 Time) Final Clean	1	LS	$ 6,415.00	$ 6,415.00
Contingency for Pressure Washing Concrete Paving, Sidewalks, Patios, and Equipment Pads	1	Contingency	$ 3,000.00	$ 3,000.00
Daily Progress Clean	12	Months	$ 2,000.00	$ 24,000.00
Dumpsters/Trash Hauling	35	Pulls	$ 650.00	$ 22,750.00
Management & Supervision Phones/Hot Spot	12	Months	$ 500.00	$ 6,000.00
Management & Supervision Fuel/Vehicle	52	Weeks	$ 425.00	$ 22,100.00
Punch List Labor & Material	1	LS	$ 4,250.00	$ 4,250.00
Temporary Toilets & Office Holding Tank	12	Months	$ 625.00	$ 7,500.00
Temporary Office & Construction Electric	12	Months	$ 735.00	$ 8,820.00
Temporary Office & Construction Water	12	Months	$ 500.00	$ 6,000.00
Permanent Power				By Owner
Field Office Delivery, Set-Up & Return Fees	1	LS	$ 2,400.00	$ 2,400.00
Field Office Monthly Rent	12	Months	$ 900.00	$ 10,800.00
Field Office Furnishings & Equipment	1	LS	$ 1,100.00	$ 1,100.00
Field Office Supplies	1	LS	$ 500.00	$ 500.00
Drinking Water	1	LS	$ 600.00	$ 600.00
Temporary Protection	1	LS	$ 2,500.00	$ 2,500.00
Bid Package 2B - Temporary Fencing	1	Contingency	$ 11,026.25	$ 11,026.25
Equipment Rental	12	Months	$ 2,000.00	$ 24,000.00
First Aid Supplies	1	LS	$ 500.00	$ 500.00
Safety Equip., Signs, Hand Tools & Consumables	1	LS	$ 10,000.00	$ 10,000.00
Project Sign	1	LS	$ 1,500.00	$ 1,500.00
Construction Personnel				
Principal (2 hrs. per week)	104	Hours	$ 139.16	$ 14,472.64
Superintendent (45 hrs. per week)	2,340	Hours	$ 62.00	$ 145,080.00
Project Manager (15 hrs. per week)	780	Hours	$ 67.45	$ 52,611.00
Project Coordinator (5 hrs. per week)	260	Hours	$ 35.50	$ 9,230.00
Accountant (5 hrs. per week)	260	Hours	$ 62.00	$ 16,120.00
Total				**$ 415,924.89**

SCHEDULE 4 to the GMP ADDENDUM

Caloosa Lake Fire Rescue Station 21 - Project No. 24133.01

Clarifications, Assumptions, Exclusions, and Allowances

Miller Construction Management, Inc.

Caloosa Lake Fire Rescue Station 21 - (Project No. 24133.01)

Schedule 4 - Clarifications, Assumptions, Exclusions, and Allowances

A) Clarifications and Assumptions:

1) Notice to Proceed is assumed to be the latest date of Execution of GMP, Issuance of Building Permits, and issuance of all other required permits.
2) In order to maintain the proposed schedule, this GMP assumes that the Design Team will be available to meet on critical submittals for materials with long lead times. The standard two week duration for review of these critical submittals is specifically excluded.
3) This GMP includes R-30 FSK faced fiberglass batt attic insulation attached to the underside of the roof deck per specification section 072100, not the R-38 insulation per drawing note 706 on sheet A-301.
4) This GMP includes 75' air hose reels per specification section 221513, not 50' air hose reels per drawing note 1501 on sheet A-301.
5) This GMP includes the STONHARD epoxy floor system with integral base at mechanical mezzanine and mezzanine loading platform, per sheets A-101 and A-602, not the epoxy painted floor shown on building section 1/A-301.
6) This GMP includes the 4.5" recessed slab for the entire floor and shower area in toilet rooms 121, 122, and 123, per sheets S-201 and A-103, not just for the showers per sheet A-102.
7) This GMP includes the 2.5" recessed slab for the decon shower floor only, per sheets S-201, A-101, and A-103, not the 4" recess as shown on sheets A-102 and A-102B.
8) This GMP includes a level 4 smooth finish on all gypsum ceilings and a level 4 finish with orange peel texture on all gypsum walls and soffits.
9) This GMP includes the PLC-4 precast u-lintels over all overhead door openings, per structural sheets S-202, S-302, and S-401, and excludes the cast-in-place concrete beams over the overhead door openings as indicated on wall section 2/A-311.
10) This GMP includes the CL-2 cast-in-place concrete beams at covered entry and screen patio openings, per structural sheets S-202, S-302, and S-402, and excludes the precast u-lintels as indicated on wall section 5/A-311.
11) The 6" x 16" AP10 Sail color "White" field wall tile by Daltile is no longer available in the Annapolis Collection. We propose and included using the next available 6" x 18"Annopolis Remix for the field wall tile. (Subject to approval).
12) The 6" x 6" AP10 Sail color "White" bullnose wall tile trim by Daltile is no longer available in the Annapolis Collection. We propose and included using a 6" x 6" cut tile to match the proposed Annopolis Remix wall tile with a Schluter metal edge trim. (Subject to approval).
13) This GMP includes the (31 each) Bunker Gear Racks per equipment specification section 113100, not (30 each) as shown on sheets A-102A and A-102B.

B) Excluded from this GMP and/or to be paid for directly by Owner is the following:

1) Architectural, Structural, MEPFP, Civil, and Landscape Design, Engineering, and Construction Administration Fees.
2) Permit and Plan Review Fees.
3) County or City Impact Fees.
4) Primary Overhead or Underground Electric Service Conduit and Conductors, and Transformers. (This proposal includes the concrete transformer pad and secondary underground conduit and feeders only).
5) Electric Utility Provider Fees.
6) Removal and Relocation of Existing Utility Poles, Light Poles, Guy Wires, Electric Boxes, Overhead Utilities and Underground Utilities.
7) Sewer, Fire, Water and Irrigation Meters, Meter fees, Impact Fees, Tap Fees and Connection Fees.

8) Builder's Risk Insurance. (To be provided and paid for directly by Owner).
9) Insurance Claim Deductibles.
10) Pollution Liability Insurance.
11) Third Party Materials Testing, Quality Control Testing, Floor Flatness and Levelness Testing, and Window Leak Testing. ***(To be provided and paid for directly by Owner, per specification sections 014000 and 014100).***
12) Threshold Inspections.
13) Special Tests and Inspections.
14) Foundation, Improvement, & ALTA Surveys.
15) Removal and Replacement of Unsuitable Materials and Unforeseen Buried Debris and Structures.
16) Hauling and Disposing of Trees, Shrubs, Grubbing, and Debris From Site. ***(This proposal includes burning on site only)***.
17) Wall or Fencing and Gates Around Retention Ponds.
18) Wall or Fencing and Gates Around Emergency Generator and HVAC Equipment Pad.
19) Wall or Fencing and Gates Around Septic Lift Station and Drain field. ***(None considered or specified).***
20) WINCO Impact Rated Level E Fixed Windows for Exterior Openings Type A and E. ***(This proposal includes Kawneer IR501, 2.5" x 5" impact rated level E aluminum storefront window frames with 1 5/16" grey impact glazing).***
21) 100% Sod Irrigation (Irrigation is included for the sod around the building only, per sheet IR100).
22) Bunk Room Bed Frames, Head Boards, Foot Boards, and Mattresses.
23) Bunk Room Night Stands and Desk Chairs.
24) Dining and Day Room Tables, Chairs, Sofas, and Decorations.
25) Kitchen Island Bar Stools.
26) Training Room Tables, Chairs, Podium's, Etc.
27) Training Room Closet Shelving.
28) Gym and/or Exercise Equipment (GC to unload, assemble and install only).
29) Office Furniture, Furnishings, and Equipment.
30) Marker Boards and Tackboards.
31) Remote Desk and Chair in Report Room 102.
32) Storage Cabinet in Toilet Room 104 (By Owner, per floor plan 1/A401).
33) Apparatus Bay Flammable Cabinets (By Owner, per sheets A-102A and A-102B).
34) Apparatus Bay SCBA Compressor (By Owner, per sheets A-101, A-102A, and A-102B).
35) Apparatus Bay Storage Racks and Cabinets (By Owner, per sheet A-102B).
36) Apparatus Bay Work Bench (By Owner, per sheet A-102B).
37) Televisions and Television Components.
38) Television Wall Mount Brackets and Component Shelves. (GC to install the Owner furnished wall mount TV brackets and component shelves in the (9 each) bunk rooms, day room 107, dining room 109, exercise room 110, training room 101, and office 103 only (Total 14 each), per sheet A-102A and specification section 113100.
39) Window Shades at Lobby 100 Exterior Type A Window and Door Sidelight and Dining Room 109 Exterior Type E Window. (Not required, per sheet A-102A).
40) Type Mark 1 Wall Mounted Soap Dispensers at Toilet Room 104 Lavatory, Per Plan Sections 1 and 4/A-401. (No specifications. To be furnished and installed by Owner, if required).
41) Soap Dispensers at Toilet Rooms 121, 122, and 123. (None shown on drawings).
42) Tag C - American Olean BA780 Solid Surface Soap Shelves, Per Specification Section 108000. (Locations or quantities not shown on drawings anywhere).
43) Tag D - Bobrick B-3647 Shower Curtain Rods with Curtains and Hooks, Per Specification Section 108000 for Showers in Toilet Rooms 121, 122, and 123. (This proposal includes one curtain rood with curtain and hooks for the decon room shower only).
44) Tag F - Bradley 934 Towel Rings, Per Specification Section 108000. (Locations or quantities not shown on drawings anywhere).
45) Tag H - Bobrick B-2936-2436 Mirrors, Per Specification Section 108000. (Locations or quantities not shown on drawings anywhere. This proposal included the (4 each) Tag I - Bobrick B-290-3636 Mirrors over the toilet room vanities only).
46) Door Lock Keying (By Owner. Locks are priced with standard cylinders only).

47) Building Plaque (To be provided by Owner, per elevation 5/A-402).
48) Flags of Any Kind.
49) Air Bottles.
50) Pipe Bollard Covers (GC to paint traffic yellow as specified).
51) Unloading, Storage and Installation of Owner Supplied Equipment.
52) Natural or Propane Gas Service, Meters, Tanks and Piping of Any Kind.
53) Washdown Water Service and Hose Bibb at Lift Station.
54) First Responder Radio Frequency Testing and Enhancement Equipment.
55) Radio Communication Systems Tower, Tower Foundation, Wiring, Devices, and Equipment of Any Kind.
56) Lightning Protection for Site Lighting and Emergency Generator.
57) Radon Mitigation Systems.
58) Moisture Mitigation.
59) Wireless Access Points.
60) Aerial Photographs or Any Professional Construction Photography.
61) Permanent Power Usage Fees. (All electric usage fees are to be paid for directly by Owner once the electric meter is permanently installed on building).
62) Communication, Data, and TV Service Cable to Building. (This proposal includes the service entrance conduits with pull strings only).
63) Any Items or Scope of Work Not Specifically Included in the GMP Proposal.
64) Any Work and Associated Costs Related to Plan Changes After the Date of the Bid Documents Listed on Schedule 2 Included in the GMP Addendum.
65) Gopher Tortoise and Sand Skink Permits, Mitigation, Protection, Removal, and/or Relocation Services. (Engineer of record has approval to proceed with construction without any further services).
66) Final Site Fire Line, Fire Pump, FDC, and Dry Hydrant Design and Engineering Fees as Required for Permit.
66) Design and Engineering Fees for the Well, Pressure Tank, and Water Treatment Equipment Enclosure or Roof Structure.

C) The following Contingencies and Allowances have been included in the GMP:

1) Public Supply Well With 5" Diameter Galvanized Steel Casing and 7.5 HP Submersible Pump, VFD, Pressure Tank, Air Compressor, PulsaTron Chlorinator, and all Related Piping - $ 123,000.00. (Similar to what was installed at the Masterpiece Road Fire Rescue Station to produce the required 90 GPM of water).
2) Prefabricated Well and Water Treatment Shed Enclosure Structure per Sheet C301 or CMU Block Enclosure With Chain Link Gates With Canopy Roof Structure and MEP Requirements Not Shown on Drawings - $ 35,000.00. (Type and size of enclosure to be determined).
3) Fire Tank and Well Pad Chain Link Fence and Gate Enclosure with Privacy Slats Based Off Layout on Sheet FT100 - $ 19,990.00.
4) Fire Tank and Well Concrete Pad Engineering - $ 5,000.00. (No drawings or design provided).
5) 45'x45'x8" Thick Fire Tank and 12'x16'x8" Thick Well Concrete Pads Based off Layout on Sheet FT100 - $ 39,222.00.
6) 34' Diameter x 9'-6" Tall, 65,000-Gallon, Galvanized Steel Water Storage Tank with All Related Piping and Components Per Sheets FT100 and FT101 - $ 175,000.00.
7) Geogrid Fabric Weed Barrier and 4" of #57 Stone Aggregate Inside the Fire Tank, Well, and Water Treatment Equipment Fence Enclosure Based off Layout on Sheet FT100 - $16,000.00.
8) Pressure Washing All Exterior Concrete After Project Completion - $ 3,000.00.
9) Temporary Construction Fencing and Gates, If Required - $ 11,026.25.
10) Bahia Sod - $ 100,750.00 or 201,500 SF at .50 per SF.
11) Apparatus Bay Ceiling Attic Access and Gypsum Board MEP Access Panels - $ 3,000.00.
12) Additional Wood Frame and Trim Materials - $ 10,000.00.
13) Polished Concrete Floor and Floor Protection Maintenance Contingency - $ 10,000.00.
14) Floor Protection Materials and Installation - $ 5,000.00. (To be installed after polishing is complete & prior to wall construction).
15) Bike Rack - $ 1,400.00. (No bids received).

16) Corner Guards - $ 4,350.00. (No specifications provided).
17) Knox Box - $ 1,500.00.
18) Unload, Assemble, and Install Owner Provided F.F. & E - $ 5,000.00. (Included for installation of Owner provided gym equipment and TV wall mount brackets and component shelves only).
19) Stainless Steel Upper Cabinet Above Washer and Dryer in Corridor 112 - $ 14,700.00 (No specifications provided).
20) Residential Side x Side Washer and Dryer in Corridor 112 - $ 2,500.00. (No specifications provided).
21) Emergency Generator Fuel and DEFS - $ 10,000.00.
22) Added 4th Shift Millwork - $ 4,700.00.
23) Added 4th Shift Bunker Gear Lockers - $ 2,000.13.
24) Added 4th Shift Refrigerator - $ 1,974.93.
25) Owner Allowance - $ 250,000.00 (Per CMAR Agreement).
26) Subcontractor Performance and Payment Bond - $ 30,000.00 (For subcontracts over $ 350,000.00).

EXHIBIT "K"

Caloosa Lake Fire Rescue Station 4 - Project No. 24133.01

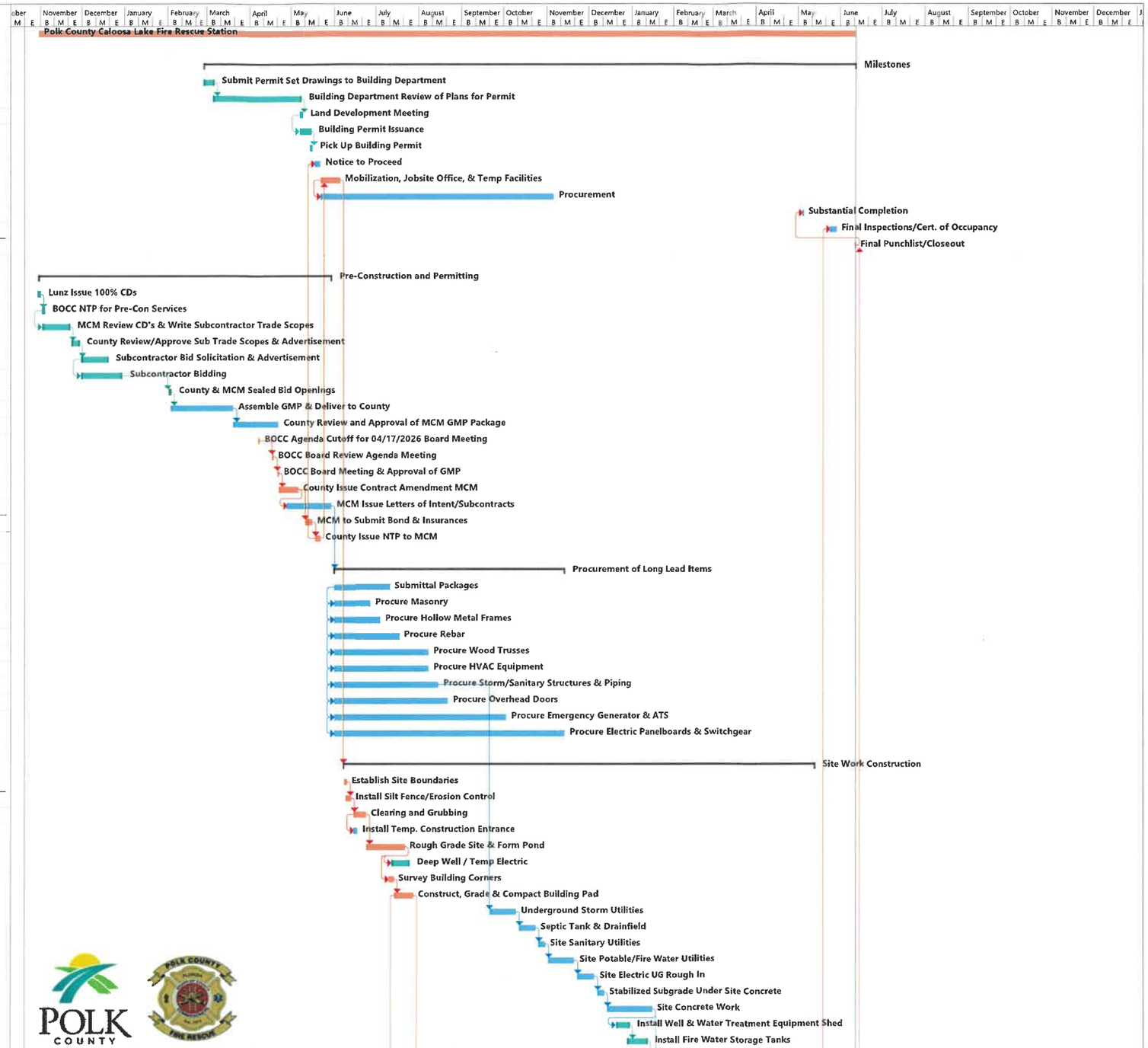
Hourly Rate Schedule

EXHIBIT K Caloosa Lake Fire Rescue Station 21 - Project No. 24133.01 HOURLY RATE SCHEDULE		
COMPANY NAME:	**Miller Construction Management, Inc.**	
Classification:	**Raw Labor Rates:**	**Rates with Labor Burden:**
Pre-construction Manager	$73.52	$104.40
Assistant Estimator / Bids	$36.76	$52.20
Principal	$98.00	$139.16
Accountant	$40.00	$62.00
Project Coordinator	$25.00	$35.50
Project Manager	$47.50	$67.45
Superintendent	$40.00	$62.00
Rough Carpenty	$27.50	$42.63
Finish Carpentry	$27.50	$42.63
Laborer (General)	$15.00	$23.25

Caloosa Lake Fire Rescue Station 21 - Project No. 24133.01

Contract Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**Polk County Caloosa Lake Fire Rescue Station**	421 days	Fri 10/31/25	Fri 6/11/27	
2						
3		**Milestones**	**336 days**	**Fri 2/27/26**	**Fri 6/11/27**	
4		Submit Permit Set Drawings to Building Department	5 days	Fri 2/27/26	Thu 3/5/26	
5		Building Department Review of Plans for Permit	45 days	Fri 3/6/26	Thu 5/7/26	4
6		Land Development Meeting	1 day	Fri 5/8/26	Fri 5/8/26	5
7		Building Permit Issuance	5 days	Fri 5/8/26	Thu 5/14/26	6SS
8		Pick Up Building Permit	1 day	Fri 5/15/26	Fri 5/15/26	7
9		Notice to Proceed	4 days	Mon 5/18/26	Thu 5/21/26	32SS
10		Mobilization, Jobsite Office, & Temp Facilities	10 days	Fri 5/22/26	Thu 6/4/26	32
11		Procurement	120 days	Fri 5/22/26	Thu 11/5/26	10SS
12		Substantial Completion	1 day	Tue 5/4/27	Tue 5/4/27	14FS-30 days
13		Final Inspections/Cert. of Occupancy	5 days	Mon 5/24/27	Fri 5/28/27	124SS
14		Final Punchlist/Closeout	1 day	Fri 6/11/27	Fri 6/11/27	125FS-1 day
15						
16		**Pre-Construction and Permitting**	**151 days**	**Fri 10/31/25**	**Fri 5/29/26**	
17		Lunz Issue 100% CDs	1 day	Fri 10/31/25	Fri 10/31/25	
18		BOCC NTP for Pre-Con Services	1 day	Mon 11/3/25	Mon 11/3/25	17
19		MCM Review CD's & Write Subcontractor Trade Scopes	15 days	Mon 11/3/25	Fri 11/21/25	18SS
20		County Review/Approve Sub Trade Scopes & Advertisement	5 days	Mon 11/24/25	Fri 11/28/25	19
21		Subcontractor Bid Solicitation & Advertisement	15 days	Mon 12/1/25	Fri 12/19/25	20
22		Subcontractor Bidding	21 days	Mon 12/1/25	Mon 12/29/25	21SS
23		County & MCM Sealed Bid Openings	1 day	Mon 2/2/26	Mon 2/2/26	22
24		Assemble GMP & Deliver to County	33 days	Tue 2/3/26	Thu 3/19/26	23
25		County Review and Approval of MCM GMP Package	23 days	Fri 3/20/26	Tue 4/21/26	24
26		BOCC Agenda Cutoff for 04/17/2026 Board Meeting	1 day	Tue 4/7/26	Tue 4/7/26	
27		BOCC Board Review Agenda Meeting	1 day	Fri 4/17/26	Fri 4/17/26	26FS+7 days
28		BOCC Board Meeting & Approval of GMP	1 day	Tue 4/21/26	Tue 4/21/26	27FS+1 day
29		County Issue Contract Amendment MCM	10 days	Wed 4/22/26	Tue 5/5/26	28
30		MCM Issue Letters of Intent/Subcontracts	24 days	Tue 4/28/26	Fri 5/29/26	29FS-6 days
31		MCM to Submit Bond & Insurances	5 days	Mon 5/11/26	Fri 5/15/26	29FS+3 days
32		County Issue NTP to MCM	4 days	Mon 5/18/26	Thu 5/21/26	31
33						
34		**Procurement of Long Lead Items**	**120 days**	**Mon 6/1/26**	**Fri 11/13/26**	**30**
35		Submittal Packages	30 days	Mon 6/1/26	Fri 7/10/26	
36		Procure Masonry	20 days	Mon 6/1/26	Fri 6/26/26	35SS
37		Procure Hollow Metal Frames	25 days	Mon 6/1/26	Fri 7/3/26	36SS
38		Procure Rebar	35 days	Mon 6/1/26	Fri 7/17/26	37SS
39		Procure Wood Trusses	50 days	Mon 6/1/26	Fri 8/7/26	38SS
40		Procure HVAC Equipment	50 days	Mon 6/1/26	Fri 8/7/26	39SS
41		Procure Storm/Sanitary Structures & Piping	55 days	Mon 6/1/26	Fri 8/14/26	40SS
42		Procure Overhead Doors	60 days	Mon 6/1/26	Fri 8/21/26	41SS
43		Procure Emergency Generator & ATS	90 days	Mon 6/1/26	Fri 10/2/26	42SS
44		Procure Electric Panelboards & Switchgear	120 days	Mon 6/1/26	Fri 11/13/26	43SS
45						
46		**Site Work Construction**	**243 days**	**Mon 6/8/26**	**Wed 5/12/27**	**10FS+1 day**
47		Establish Site Boundaries	2 days	Mon 6/8/26	Tue 6/9/26	
48		Install Silt Fence/Erosion Control	4 days	Tue 6/9/26	Fri 6/12/26	47FS-1 day
49		Clearing and Grubbing	7 days	Mon 6/15/26	Tue 6/23/26	48
50		Install Temp. Construction Entrance	3 days	Mon 6/15/26	Wed 6/17/26	49SS
51		Rough Grade Site & Form Pond	20 days	Wed 6/24/26	Tue 7/21/26	49
52		Deep Well / Temp Electric	10 days	Mon 7/13/26	Fri 7/24/26	51FS-7 days
53		Survey Building Corners	2 days	Fri 7/10/26	Mon 7/13/26	51FS-8 days
54		Construct, Grade & Compact Building Pad	10 days	Tue 7/14/26	Mon 7/27/26	53
55		Underground Storm Utilities	15 days	Mon 9/21/26	Fri 10/9/26	41FS+25 days
56		Septic Tank & Drainfield	10 days	Mon 10/12/26	Fri 10/23/26	55
57		Site Sanitary Utilities	5 days	Mon 10/26/26	Fri 10/30/26	56
58		Site Potable/Fire Water Utilities	15 days	Mon 11/2/26	Fri 11/20/26	57
59		Site Electric UG Rough In	10 days	Mon 11/23/26	Fri 12/4/26	58
60		Stabilized Subgrade Under Site Concrete	5 days	Mon 12/7/26	Fri 12/11/26	59
61		Site Concrete Work	25 days	Mon 12/14/26	Fri 1/15/27	60
62		Install Well & Water Treatment Equipment Shed	7 days	Mon 12/21/26	Tue 12/29/26	61FS-20 days
63		Install Fire Water Storage Tanks	10 days	Tue 12/29/26	Mon 1/11/27	62FS-1 day

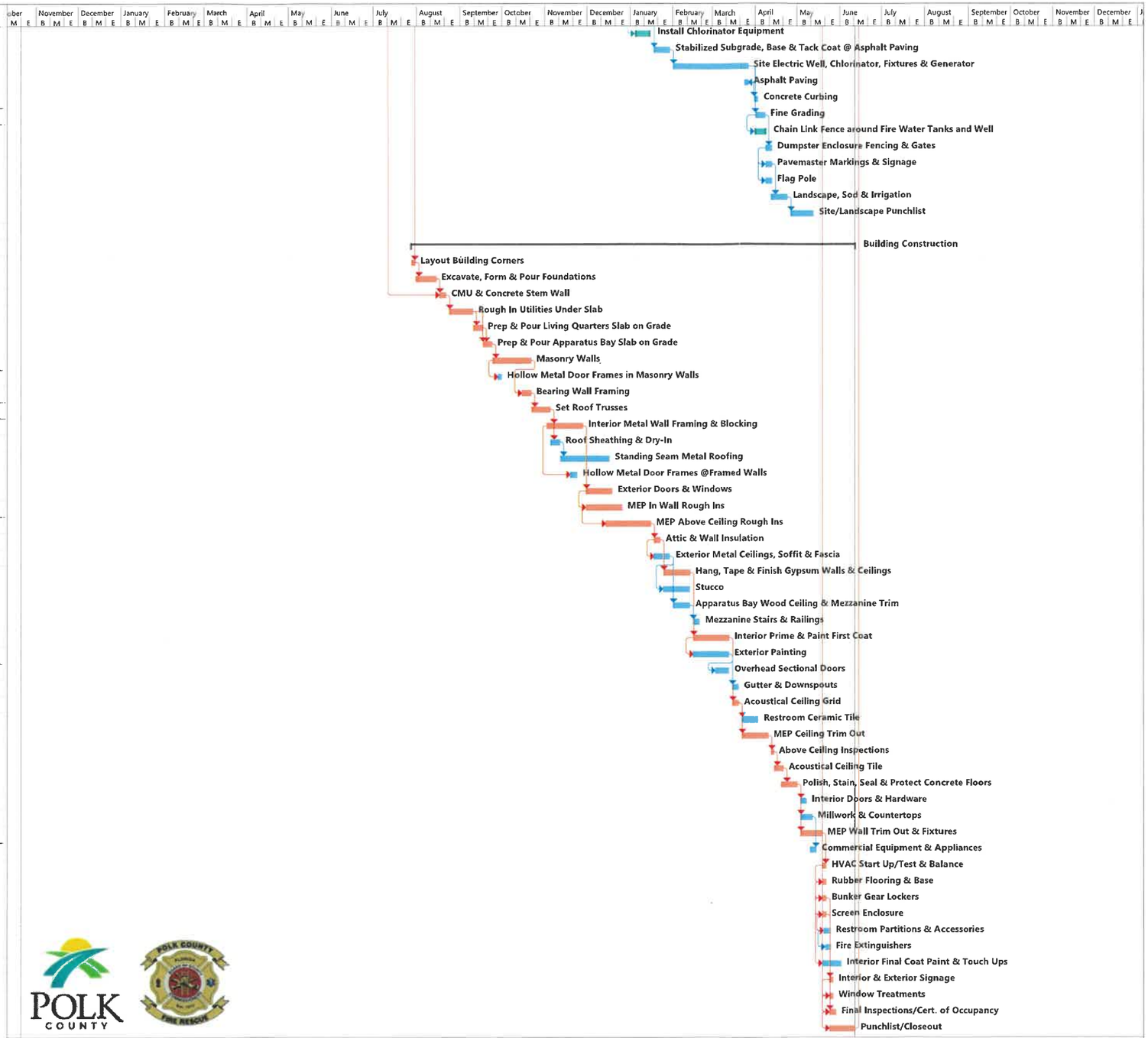


POLK COUNTY

Project: PCFS Bradley Junction F
Date: Wed 3/18/26

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 | Critical | Critical Split | Progress | Manual Progress

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
64		Install Chlorinator Equipment	8 days	Tue 1/5/27	Thu 1/14/27	63FS-5 days
65		Stabilized Subgrade, Base & Tack Coat @ Asphalt Paving	10 days	Mon 1/18/27	Fri 1/29/27	61
66		Site Electric Well, Chlorinator, Fixtures & Generator	40 days	Mon 2/1/27	Fri 3/26/27	65
67		Asphalt Paving	3 days	Wed 3/24/27	Fri 3/26/27	66FF
68		Concrete Curbing	3 days	Wed 3/31/27	Fri 4/2/27	67FS+2 days
69		Fine Grading	5 days	Thu 4/1/27	Wed 4/7/27	66FS+3 days
70		Chain Link Fence around Fire Water Tanks and Well	5 days	Thu 4/1/27	Wed 4/7/27	69SS
71		Dumpster Enclosure Fencing & Gates	3 days	Thu 4/8/27	Mon 4/12/27	69
72		Pavemaster Markings & Signage	3 days	Thu 4/8/27	Mon 4/12/27	71SS
73		Flag Pole	3 days	Thu 4/8/27	Mon 4/12/27	71SS
74		Landscape, Sod & Irrigation	10 days	Mon 4/12/27	Fri 4/23/27	72FS-1 day
75		Site/Landscape Punchlist	13 days	Mon 4/26/27	Wed 5/12/27	74
76						
77		**Building Construction**	**229 days**	**Tue 7/28/26**	**Fri 6/11/27**	
78		Layout Building Corners	3 days	Tue 7/28/26	Thu 7/30/26	54
79		Excavate, Form & Pour Foundations	11 days	Fri 7/31/26	Fri 8/14/26	78
80		CMU & Concrete Stem Wall	5 days	Mon 8/17/26	Fri 8/21/26	79,54SS
81		Rough In Utilities Under Slab	13 days	Mon 8/24/26	Wed 9/9/26	80
82		Prep & Pour Living Quarters Slab on Grade	5 days	Thu 9/10/26	Wed 9/16/26	81
83		Prep & Pour Apparatus Bay Slab on Grade	5 days	Thu 9/17/26	Wed 9/23/26	82,81
84		Masonry Walls	20 days	Thu 9/24/26	Wed 10/21/26	83
85		Hollow Metal Door Frames in Masonry Walls	3 days	Mon 9/28/26	Wed 9/30/26	84SS+2 days
86		Bearing Wall Framing	5 days	Thu 10/15/26	Wed 10/21/26	84FS-5 days
87		Set Roof Trusses	10 days	Thu 10/22/26	Wed 11/4/26	86
88		Interior Metal Wall Framing & Blocking	20 days	Mon 11/2/26	Fri 11/27/26	87FS-3 days
89		Roof Sheathing & Dry-In	5 days	Thu 11/5/26	Wed 11/11/26	87
90		Standing Seam Metal Roofing	25 days	Thu 11/12/26	Wed 12/16/26	89
91		Hollow Metal Door Frames @Framed Walls	3 days	Thu 11/19/26	Mon 11/23/26	88SS+13 days
92		Exterior Doors & Windows	15 days	Mon 11/30/26	Fri 12/18/26	88
93		MEP In Wall Rough Ins	20 days	Mon 11/30/26	Fri 12/25/26	92SS
94		MEP Above Ceiling Rough Ins	25 days	Mon 12/14/26	Fri 1/15/27	93SS+10 days
95		Attic & Wall Insulation	5 days	Mon 1/18/27	Fri 1/22/27	94
96		Exterior Metal Ceilings, Soffit & Fascia	10 days	Mon 1/18/27	Fri 1/29/27	95SS
97		Hang, Tape & Finish Gypsum Walls & Ceilings	15 days	Mon 1/25/27	Fri 2/12/27	95
98		Stucco	15 days	Mon 1/25/27	Fri 2/12/27	96FS-5 days
99		Apparatus Bay Wood Ceiling & Mezzanine Trim	10 days	Mon 2/1/27	Fri 2/12/27	96
100		Mezzanine Stairs & Railings	5 days	Mon 2/15/27	Fri 2/19/27	99
101		Interior Prime & Paint First Coat	20 days	Mon 2/15/27	Fri 3/12/27	97
102		Exterior Painting	20 days	Mon 2/15/27	Fri 3/12/27	101SS
103		Overhead Sectional Doors	8 days	Wed 3/3/27	Fri 3/12/27	102FS-8 days
104		Gutter & Downspouts	5 days	Mon 3/15/27	Fri 3/19/27	102
105		Acoustical Ceiling Grid	5 days	Mon 3/15/27	Fri 3/19/27	101
106		Restroom Ceramic Tile	10 days	Mon 3/22/27	Fri 4/2/27	105
107		MEP Ceiling Trim Out	15 days	Mon 3/22/27	Fri 4/9/27	105
108		Above Ceiling Inspections	2 days	Mon 4/12/27	Tue 4/13/27	107
109		Acoustical Ceiling Tile	5 days	Wed 4/14/27	Tue 4/20/27	108
110		Polish, Stain, Seal & Protect Concrete Floors	10 days	Mon 4/19/27	Fri 4/30/27	109FS-2 days
111		Interior Doors & Hardware	5 days	Mon 5/3/27	Fri 5/7/27	110
112		Millwork & Countertops	7 days	Mon 5/3/27	Tue 5/11/27	110
113		MEP Wall Trim Out & Fixtures	12 days	Mon 5/3/27	Tue 5/18/27	110
114		Commercial Equipment & Appliances	5 days	Mon 5/10/27	Fri 5/14/27	112FS-2 days
115		HVAC Start Up/Test & Balance	3 days	Wed 5/19/27	Fri 5/21/27	113
116		Rubber Flooring & Base	3 days	Wed 5/19/27	Fri 5/21/27	115SS
117		Bunker Gear Lockers	3 days	Wed 5/19/27	Fri 5/21/27	116SS
118		Screen Enclosure	3 days	Wed 5/19/27	Fri 5/21/27	117SS
119		Restroom Partitions & Accessories	3 days	Thu 5/20/27	Mon 5/24/27	118SS+1 day
120		Fire Extinguishers	2 days	Fri 5/21/27	Mon 5/24/27	119SS+1 day
121		Interior Final Coat Paint & Touch Ups	10 days	Wed 5/19/27	Tue 6/1/27	116SS
122		Interior & Exterior Signage	3 days	Mon 5/24/27	Wed 5/26/27	117
123		Window Treatments	3 days	Mon 5/24/27	Wed 5/26/27	122SS
124		Final Inspections/Cert. of Occupancy	5 days	Mon 5/24/27	Fri 5/28/27	123SS,118
125		Punchlist/Closeout	15 days	Mon 5/24/27	Fri 6/11/27	124SS



POLK COUNTY

Project: PCFS Bradley Junction F
Date: Wed 3/18/26

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 | Critical | Critical Split | Progress | Manual Progress

Agenda Item G.5. 6/16/2026

SUBJECT

Accela Cloud Software Renewal Agreement - Five-Year Term ($2.79 Million over 5YR Term)

DESCRIPTION

Requesting approval of five-year renewal agreement with Accela, Inc. for continued Software as a Service (SaaS) licensing and support for the County's various divisions using Accela Building and Accela Planning systems, including Enhanced Reporting Database (ERD) services. The renewal provides ongoing access to the permitting, planning, and development services software platform and includes licensing for existing users, additional user licenses, and reporting functionality.

The renewal term is June 24, 2026 through June 23, 2031.

RECOMMENDATION

Recommend approval and execution of the five-year renewal agreement with Accela, Inc.

FISCAL IMPACT

The total contract value is $2,793,144.06 over the five-year term. Annual costs are as follows:

- Year 1 (6/24/2026 - 6/23/2027): $531,386.42
- Year 2 (6/24/2027 - 6/23/2028): $544,670.78
- Year 3 (6/24/2028 - 6/23/2029): $558,288.49
- Year 4 (6/24/2029 - 6/23/2030): $572,246.51
- Year 5 (6/24/2030 - 6/23/2031): $586,551.86

Funding is available within the Information Technology Division budget and will be appropriated annually through the budget process.

CONTACT INFORMATION

Name: David Palmer
Title: Director
Division: Information Technology
Phone: 863-534-7500
E-Mail: davidpalmer@polkfl.gov

REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: Dane Norman

From: Mae Goding, Drawer No. AS04

Dept: Information Technology Ext. 5905

Date: 05/26/2026

Request (in detail): _____

This proposed renewal form will cover the Accela SaaS renewal for the next 5 years, starting at $531,386.42 for the first year, and increasing over the next four years afterward to the total of $2,793,144.06 over the span of the 5 year renewal.

All clear, no legal concerns.

Thank you,

Dane 5/28/26

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

County Attorney
MAY 27 2026

For County Attorney office use only:
Assign to: Dane Date: _____

County Attorney Project No.: 2026-360
Logged out: 5-28-26

Accela

9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Kristine Nelson
Contact Phone: 212.430.4767
Contact Email: knelson@accela.com
Quote ID: Q-39678
Valid Through: 5/31/2026
Currency: USD

Renewal Order Form

Address Information

Bill To:

Polk County, a political subdivision of the State of Florida
330 West Church Street P.O. Box 9005
Bartow, Florida, 33830
United States

Ship To:

Polk County, a political subdivision of the State of Florida
330 West Church Street P.O. Box 9005
Bartow, Florida33830
United States

Billing Name: Kayla McKean
Billing Phone: 863-534-7606
Billing Email: kaylamckean@polk-county.net

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	06/24/2026	06/23/2027	12	$2,279.65	193	$439,972.45
> Accela Building - SaaS	Year 1	06/24/2026	06/23/2027	12	$0.00	193	$0.00
> Accela Planning - SaaS	Year 1	06/24/2026	06/23/2027	12	$0.00	193	$0.00
Enhanced Reporting Database (ERD)	Year 1	06/24/2026	06/23/2027	12	$48,396.97	1	$48,396.97
Multi Solution User - Purchase of additional users	Year 1	06/24/2026	06/23/2027	12	$2,279.65	17	$38,754.05
> Accela Building - SaaS	Year 1	06/24/2026	06/23/2027	12	$0.00	17	$0.00
> Accela Planning - SaaS	Year 1	06/24/2026	06/23/2027	12	$0.00	17	$0.00
Enhanced Reporting Database (ERD) - Purchase of additional users	Year 1	06/24/2026	06/23/2027	12	$4,262.95	1	$4,262.95
						TOTAL:	$531,386.42

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	06/24/2027	06/23/2028	12	$2,336.64	210	$490,694.40
> Accela Building - SaaS	Year 2	06/24/2027	06/23/2028	12	$0.00	210	$0.00
> Accela Planning - SaaS	Year 2	06/24/2027	06/23/2028	12	$0.00	210	$0.00
Enhanced Reporting Database (ERD)	Year 2	06/24/2027	06/23/2028	12	$53,976.38	1	$53,976.38
						TOTAL:	$544,670.78

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	06/24/2028	06/23/2029	12	$2,395.06	210	$502,962.60
> Accela Building - SaaS	Year 3	06/24/2028	06/23/2029	12	$0.00	210	$0.00
> Accela Planning - SaaS	Year 3	06/24/2028	06/23/2029	12	$0.00	210	$0.00
Enhanced Reporting Database (ERD)	Year 3	06/24/2028	06/23/2029	12	$55,325.89	1	$55,325.89
						TOTAL:	$558,288.49

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	06/24/2029	06/23/2030	12	$2,454.94	210	$515,537.40
> Accela Building - SaaS	Year 4	06/24/2029	06/23/2030	12	$0.00	210	$0.00
> Accela Planning - SaaS	Year 4	06/24/2029	06/23/2030	12	$0.00	210	$0.00
Enhanced Reporting Database (ERD)	Year 4	06/24/2029	06/23/2030	12	$56,709.11	1	$56,709.11
						TOTAL:	$572,246.51

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	06/24/2030	06/23/2031	12	$2,516.31	210	$528,425.10
> Accela Building - SaaS	Year 5	06/24/2030	06/23/2031	12	$0.00	210	$0.00
> Accela Planning - SaaS	Year 5	06/24/2030	06/23/2031	12	$0.00	210	$0.00
Enhanced Reporting Database (ERD)	Year 5	06/24/2030	06/23/2031	12	$58,126.76	1	$58,126.76
						TOTAL:	$586,551.86

Pricing Summary

Period	Net Total
Year 1	$531,386.42
Year 2	$544,670.78
Year 3	$558,288.49
Year 4	$572,246.51
Year 5	$586,551.86
Total	**$2,793,144.06**

Renewal Terms/Information:

1. Notwithstanding anything to the contrary, this Order Form is governed by the terms and conditions in the (1) Accela Subscription Services Agreement, dated May 28, 2021, as thereafter amended (where applicable) for Subscription Services, (2) Enhanced Reporting Database (ERD) Policy at Accela Terms for ERD, and (3) Managed Application Services (MAS) Policy at Accela Terms for MAS (collectively, the "Agreement").

2. No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null and void.

3. For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

4. Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase.

5. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer's existing licenses.

8. If Customer has Enhanced Reporting Database, pricing will be based on a percentage of SaaS Annual Contract Value. As SaaS Annual Contract Value increases/decreases based on seat count changes or annual uplift ERD pricing will be adjusted accordingly at contract renewal.

Signatures	
Accela, Inc.	**Customer**
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Polk County

Board of County Commissioners

Agenda Item N.1. 6/16/2026

SUBJECT

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

DESCRIPTION

This is a County-initiated request modify policies under Objective 2.113-C Office Centers to add Personal Services as an allowable use, allow Office Centers adjacent to multiple non-residential Future Land Use designations and existing non-residential legally established development, remove a reference to Policy 2.404-A1, remove the limitations on offices within a two-mile radius, and remove development criteria regarding frontage on local roads.

State law requires one Planning Commission hearing, which was held on April 1, 2026, with a recommendation for approval (Vote 7:0). This is the adoption hearing. This request was transmittal to the Florida Department of Commerce on April 21, 2026.

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chanda Bennett, AICP, CPM

Land Development Division

863-534-6484

Chandabennett@polkfl.net <mailto:Chandabennett@polkfl.net>

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	February 12, 2026
Planning Commission Date:	April 1, 2026
BoCC Dates:	April 21, 2026, and June 16, 2026
Applicant:	Polk County Land Development Division
Level of Review:	Level 4 Review, Comprehensive Plan Map Amendment
Case Number and Name:	LDCPAL-2026-1; Office Center Text Amendment CPA
Request:	Modify policies under Objective 2.113-C Office Centers to add Personal Services as an allowable use, allow Office Centers adjacent to multiple non-residential Future Land Use designations and existing non-residential legally established development, remove a reference to Policy 2.404-A1, remove the limitations on offices within a two-mile radius, and remove development criteria regarding frontage on local roads.
Location:	N/A
Property Owner:	N/A.
Parcel Size:	N/A
Development Area/Overlays:	N/A
Future Land Use:	N/A
Nearest Municipality	N/A
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (7:0)
Florida Commerce	No comment by the Florida Department of Commerce amendment No.26-01ESR
Case Planner:	Chanda Bennett, AICP, Comprehensive Planning Administrator

The changes to the Comprehensive Plan Section 2.113-C are:
The request is a Comprehensive Plan text amendment as follows:

- Policy 2.113-C1 Characteristics - to add Personal Services;
- Policy 2.113-C3. b Location Criteria -to add more Future Land Use designations that Office Center can be located adjacent including Linear Commercial Corridor, Rural Cluster Center, Tourist Commercial Center, High Impact Center, Business Park Center, Industrial, Institutional, Employment Center, Mixed Use, Professional Institutional, Interchange Activity Center, and Town Center;
- Policy 2.113-C. c Location Criteria – to remove reference to Policy 2.404-A1 in the Economic Element, and to add adjacent to existing legally established non-residential development.
- Policy 2.113-C. d Location Criteria – remove limitation on percent of office within a two-mile radius;
- Policy 2.113-C. d Location Criteria – clarify current list of items when considering a new Office Center or an expansion.

Summary:

This is a County-initiated Comprehensive Plan text amendment to Section 2.113-C Office Centers (OC). OCs were originally adopted into the Comprehensive Plan in 2000 with mid-block location criteria for low-volume non-residential uses which reserved intersections for more high-volume uses in commercial activity centers. However, the Board directed staff to reevaluate the OC location criteria due to a few OC requests along County Road (CR) 540-A. After a community involvement effort with residents and business along CR 54-A, the OC policies were amended in 2012 as directed by the Board of County Commissioners to have a different set of criteria for locating Office Centers (CPA 12A-03). OCs are currently permitted at the intersections of roadways or adjacent to Activity Centers such as Convenience Centers (CC), Neighborhood Activity Centers (NAC), Community Activity Centers (CAC), Regional Activity Centers (RAC) and Commercial Enclaves CE).

Since this time, staff have been asked over the years about mid-block Future Land Use designations for non-residential uses including legally established non-conforming non-residential uses. With the update to the Comprehensive Plan, staff is recommending this amendment to allow OC designations adjacent to legally established non-residential uses at mid-block locations. Potential location examples include adjacent public safety offices, religious institutions, or older agricultural related structures.

Data and Analysis Summary

Staff considered the current Location Criteria for OCs and situations where offices adjacent to existing legally established non-residential uses are consistent with other Comprehensive Plan policies. The Comprehensive Plan directs development in nodal patterns. In addition, offices, as part of Transitional Areas (Section 2.125-C) are allowable use within 660 feet adjacent to all Activity Centers except Convenience Centers (CC) and Rural Cluster Centers (RCC), Linear Commercial Corridors (LCC), Commercial Enclaves except in the SDA, Industrial and Utilities.

Staff have reviewed the Comprehensive Plans of 12 similar or abutting counties and Polk's two largest cities to identify which jurisdictions have a Future Land Use designation with "office" in the title. Only two (2) of the jurisdictions surveyed have a Future Land Use designation with "office" in the title, and they are for larger office parks with mixed uses but may be permitted in non-intersection locations. However, staff did not evaluate engineering land development regulations that would impact mid-block. In all jurisdictions, offices were always allowed in mixed use districts.

Findings of Fact

- *The request is a Comprehensive Plan text amendment as follows:*
    - *Policy 2.113-C1 Characteristics - to add Personal Services;*
    - *Policy 2.113-C3. b Location Criteria - to add more Future Land Use designations that Office Center can be located adjacent including Linear Commercial Corridor, Rural Cluster Center, Tourist Commercial Center, High Impact Center, Business Park Center, Industrial, Institutional, Employment Center, Mixed Use, Professional Institutional, Interchange Activity Center, and Town Center;*
    - *Policy 2.113-C. c Location Criteria – to remove reference to Policy 2.404-A1 in the Economic Element, and to add adjacent to existing legally established non-residential development.*
    - *Policy 2.113-C. d Location Criteria – remove the limitation on percent of office within a two-mile radius;*
    - *Policy 2.113-C. d Location Criteria – to clarify current list of items when considering a new Office Center or an expansion.*

- *Office Centers are permitted the Transit Supportive Development Area (TSDA), the Urban Growth Area (UGA), Suburban Development Area (SDA), Utility Enclave Area (UEA), Rural Development Area (RDA), and the Neighborhood Utility Service Area (NUSA).*

- *Section 2.125-C Transitional Areas of the Comprehensive Plan permits offices as a transitional use with approval of a Planned Development within 660 feet adjacent to all Activity Centers except Convenience Centers (CC) and Rural Cluster Centers (RCC), Linear Commercial Corridors (LCC), Commercial Enclaves except in the SDA, Industrial and Utilities.*

- *The Office Center policies were amended in 2012 as directed by the Board of County Commissioners to have a different plan for locating Office Centers (CPA 12A-03) which at that time permitted isolated or spot zones of OC along collector or arterial roads based on a community involvement effort with residents and business owners along CR 540-A.*

- *Planning staff have reviewed the Comprehensive Plan of 12 central Florida counties that bear commonalities with Polk and the two largest municipalities in the County. Staff found that two (2) of the 14 jurisdictions had Future Land Use categories with Office in the title with none specifically permitting the category in isolated or spot patterns. All jurisdictions permitted offices as part of mixed-use categories and as transitional uses.*

Development Review Committee Recommendation:

The Land Development Division, based on the information provided with the proposed text amendment application, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommends **APPROVAL** of LDCPAL-2026-1.

Planning Commission Recommendation:

On April 1, 2026 in an advertised public hearing, the Planning Commission voted 7:0 to recommend **APPROVAL** of **LDCPAL-2026-1**.

Department of Florida Commerce Objections, Recommendations, and Comments Report (ORC):

In an Objections, Recommendations, and Comments Report, issued on May 22, 2026, by the Florida Department of Commerce, no comments have been reported.

Analysis

Demonstration of Need for the Amendment

Office Centers (OC) were created after the adoption of the Comprehensive Plan in 2000. At that time it permitted isolated or mid-block zones of OC but only along collector or arterial roadways. Since 2012, Office Centers (OC) have been required adjacent to activity centers. This was the result of input from a community planning effort directed by the Board of County Commissioners with residents and business owners along CR 540-A. This led to changes in Activity Center expansions beyond the current acreage limits in the corresponding Activity Center policies and the current location criteria for OC. The current location criteria is as follows:

> *POLICY 2.113-C3: LOCATION CRITERIA - The establishment of a new Office Center designation shall be located according to the following:*
>
> *a. at the intersection of a local and collector/arterial road, or at the intersection of two collector roads; or at the intersection of two arterial roads;*
>
> *b. Along a collector or arterial roadway adjacent to and existing Activity Center or Commercial Enclave that contains 10% or less in land area developed with professional offices.*
>
> *c. Policy 2.404-A1; and*
>
> *d. the total acreage for Office Center Districts within a two mile radius shall not exceed ten (10) acres unless one of the following can be met:*
>
> *1. the total land area of the existing Office Centers within the two mile radius are 60 percent (60%) developed and the total land area of the existing Activity Centers within the two miles radius are also at least 60 percent (60%) developed with less than 10 percent (10%) of the land area developed as professional office uses; or*
> *2. the remaining undeveloped acreage of the Office Centers within the two mile radius are owned by a single interest or have final, valid engineered construction plans (with building-permit application) or have a valid CU/PD approval; or*
> *3. when item b above is met.*
>
> *When considering the establishment of a new Office Center designation or the expansion of an existing Office Center consideration shall be given to maximizing access to a collector or arterial road and to the guidelines outlined in Policy 2.404-A1. Polk County shall seek to minimize the routing of office traffic through residential areas.*

There are many non-residential mid-block uses throughout the County including public safety structures such as fire stations, religious institutions and long age constructures associated with the agricultural industry. Due to the current location requirements for Office Centers, an OC Future Land Use designation is not consistent with these isolated locations and cannot be located adjacent to an existing legally established non-residential use.

This is something staff have noticed since 2012. This staff initiate text amendment is to address this issue as well as add additional location criteria for OC adjacent to existing non-residential Future Land Use designations. Since offices are considered transitional uses (Section 2.125-C), offices adjacent to existing legally established non-residential uses can add to the compatibility of these nodes of uses. In addition, allowing the clustering of non-residential uses is consistent with the direction of the Comprehensive Plan to plan for non-residential nodal development especially Activity Centers.

Recommended Changes

Based on the current example along CR 540-A, staff recommend that OC be permitted adjacent to existing legally established non-residential uses as well as other Future Land Use designations including - Linear Commercial Corridor, Rural Cluster Center, Tourist Commercial Center, High Impact Center, Business Park Center, Industrial, Institutional, Employment Center, Mixed Use, Professional Institutional, Interchange Activity Center, and Town Center. Moreover, the OC policies are also recommended to add personal services as permitted uses and to make offices located within two miles of a proposed OC Future Land Use designation a consideration for the approval rather than a requirement. These changes allow more locations for OC throughout Polk County and add more flexibility in the consideration of the change.

Limits of the Proposed Ordinance

This amendment applies to only the Office Center (OC) Future Land Use designations in unincorporated Polk County including some Selected Area Plans and the Green Swamp Area of Critical State Concern. This amendment will be reviewed by the State Department of Florida Commerce as a coordinated large scale comprehensive plan amendment.

Comparisons to other Jurisdictions

Staff commonly survey counties along the I-4 corridor for regulatory comparisons because they are most closely similar to Polk. Some of the abutting counties are reviewed along with the two largest cities within the County (Lakeland and Winter Haven). Alachua and Duval counties are also reviewed because of similar demographic and urban-rural mixtures to Polk County. This method of selection creates a survey of 14 total local jurisdictions. Polk County has a rare form of land use regulation with its direct connection between the Comprehensive Plan Future Land Use Map and the zoning of use and structure types.

Table 1

Jurisdiction *(Code citation)*	**Which jurisdictions have Office in the title of their Future Land Use designations in their Comprehensive Plan?**	**How does any Comprehensive Plan Development Criteria permit offices?**
Alachua County *Objective 3.9*	There are no Future Land Use designations with Office in the title.	All office uses are allowed in the Future Land Use designations that permit multiple uses.
Brevard County *Policy 2.5; 2.7; 2.11.B*	There are no Future Land Use designations with Office in the title.	All office uses are allowed in the Future Land Use designations that permit multiple uses.
Duval County	There are no Future Land Use designations with Office in the title.	All office uses are allowed in the Future Land Use designations that permit multiple uses.
Hardee County	There are no Future Land Use designations with Office in the title.	All office uses are allowed in the Future Land Use designations that permit multiple uses.
Highlands County *Policy 1.2. D*	There are no Future Land Use designations with Office in the title.	All office uses are allowed in the Future Land Use designations that permit multiple uses.
Hillsborough County *Objective 2.2*	The Future Land Use categories with Office in the title include Office Commercial (OC).	Many of Future Land Use categories permit offices as part of the allowable mixture of uses.

Table 1

Jurisdiction *(Code citation)*	Which jurisdictions have Office in the title of their Future Land Use designations in their Comprehensive Plan?	How does any Comprehensive Plan Development Criteria permit offices?
Lake County	Only two Future Land Use categories with office in the title include Regional Office and Office Employment Center.	The mention of office throughout the Lake County Comprehensive Plan is intended for categories permitting multiple uses.
Manatee County *Table 2-1*	The categories with Office in the title include Low Intensity Office, Medium Intensity Office, and Retail/office/residential.	The Low Intensity Office includes a mixture of uses including medium density residential and public/semi-public, recreation and schools. The other categories are high intensity uses.
Orange County *Policies under Goal FLU1*	The Future Land Use category with Office in the title is Office (O).	This category is meant for individual offices and office parks. Siting criteria is lead by the general commercial and office criteria which is at nodes and along major roadways with compatibility standards.
Osceola County	There are no Future Land Use designations with Office in the title.	Offices are uses within other Future Land Use designations.
Seminole County *Policy FLU 1.3.3*	The Future Land Use designation with Office in the title is Office.	This category permits residential development as a support function to the office development, allows schools, with special exceptions for hospitals, funeral homes, medical clinics, banks, and public utilities and to encourage the conversation of existing homes into office uses. It is to be located along collector and aerial roadways.
Volusia County Future Land Use Element, E.	There are no Future Land Use designations with Office in the title.	Office development is to conform with commercial use guidelines and locate at intersections of major roads developed with commercial uses and provide for a mixture of uses.
City of Lakeland Table FLU-3	There are no Future Land Use designations with Office in the title.	Offices are uses within other Future Land Use designations.
City of Winter Haven	There are no Future Land Use designations with Office in the title.	Offices are uses within other Future Land Use designations.
NOTE: 1) A table or policy is listed where the Future Land Use designations were listed together. No policy number is provided where the designations where spread throughout the Comprehensive Plan. 2) Some jurisdictions have special area plans for specific developments with office as a land use category. This was not considered due to the this request not directly applicable to a specific development.		

Planning staff have reviewed the Comprehensive Plan of 12 central Florida counties that bear commonalities with Polk and the two largest municipalities in the County. Staff found that two (2) of the 14 jurisdictions had Future Land Use categories with Office in the title with none specifically permitting the category in isolated or spot patterns. All jurisdictions permitted offices as part of mixed-use categories and as transitional uses.

Consistency with the Comprehensive Plan

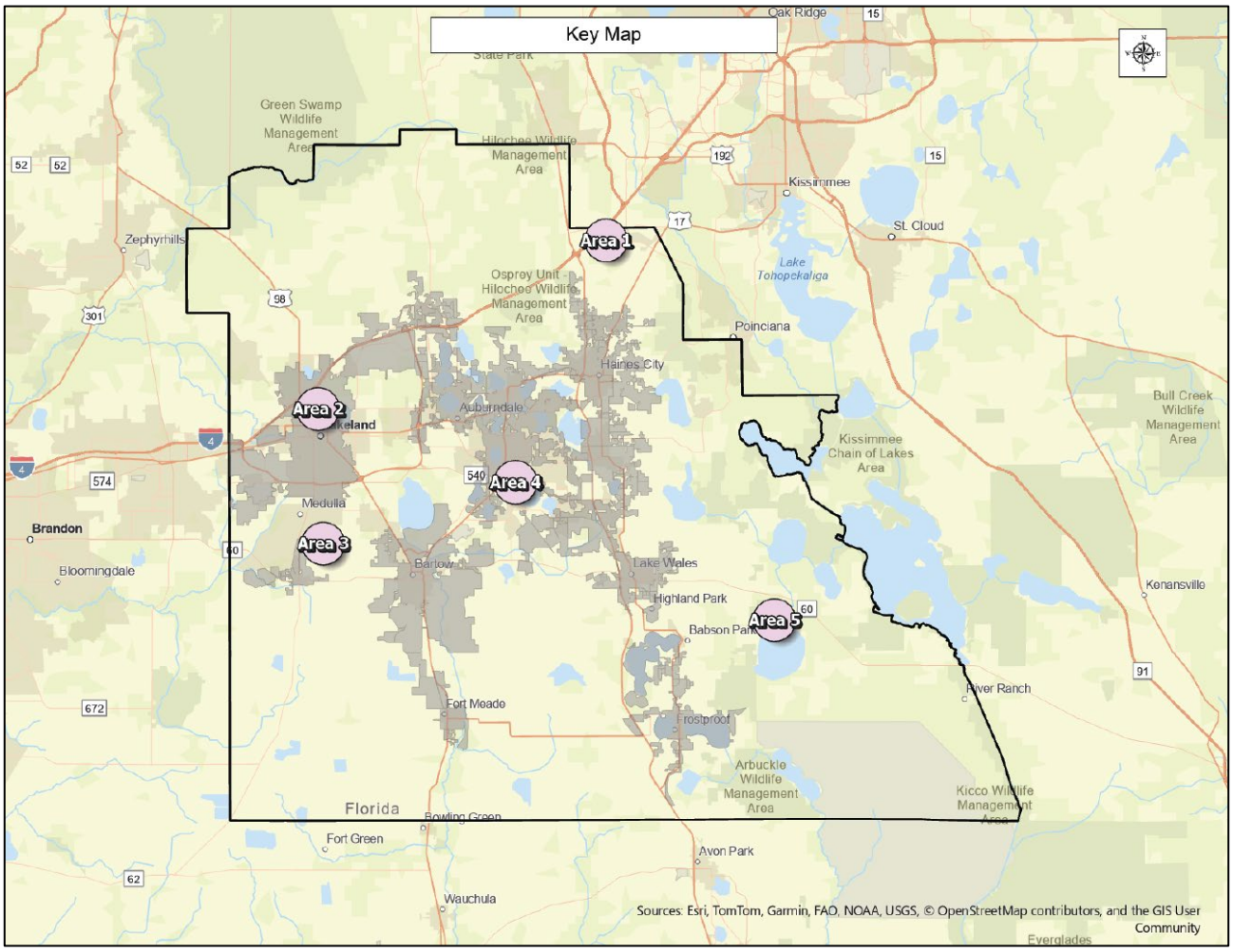
This amendment is consistent with the first level of the Comprehensive Plan as stated in Section 2.101 where Polk County uses "multi-nodal, urban-cluster" concepts for development in the sense that locating OC adjacent to an existing legally established non-residential development creates a node of development is similar to locating Activity Centers and other FLU designations at intersections. In addition, this text amendment is consistent with Section 2.125-C Transitional Uses that allow offices to be adjacent to more intense non-residential uses in certain designations.

Comments from Other Agencies: None.

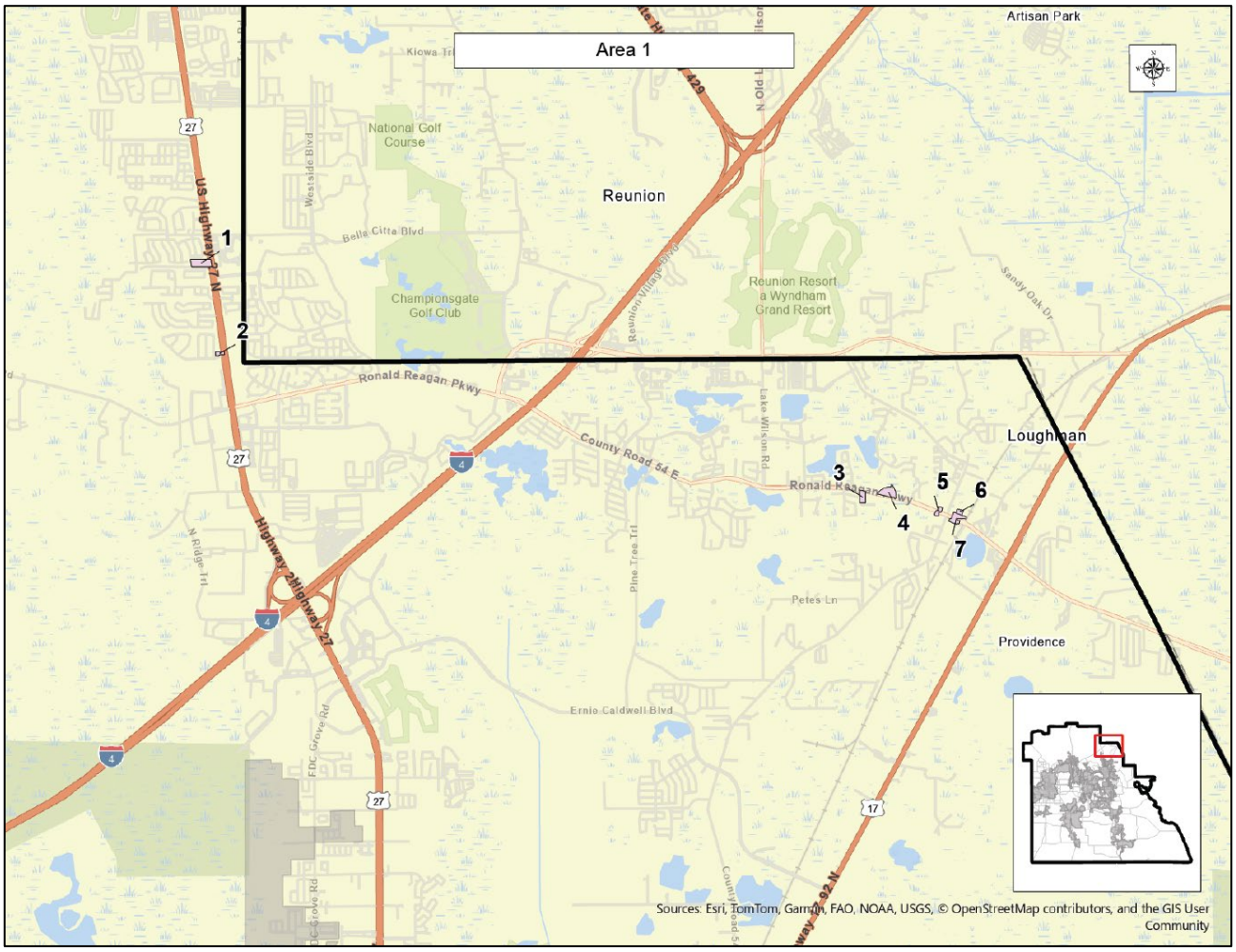
Exhibits

Exhibit 1a – 1e – Office Center locations in incorporated Polk County

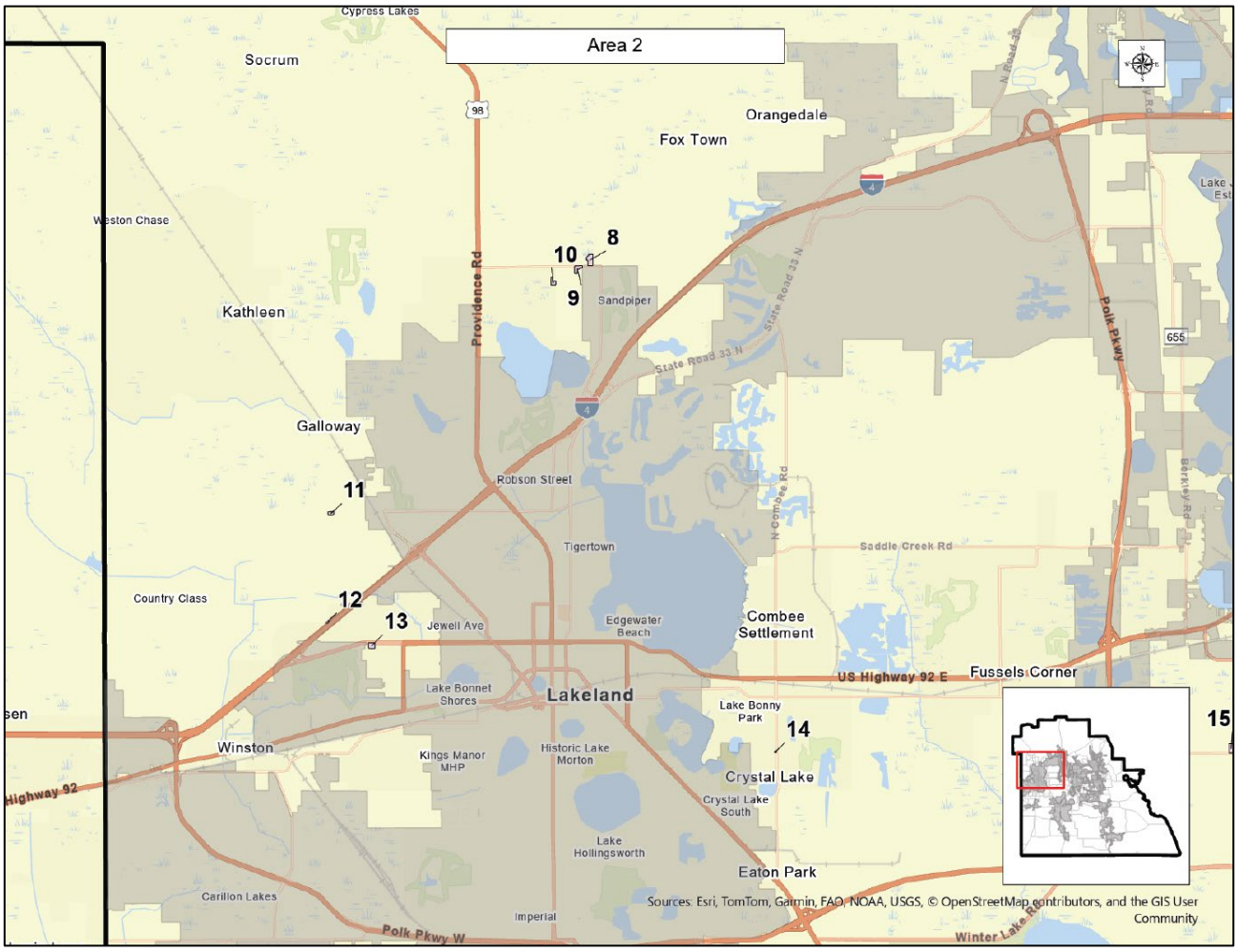
Draft Ordinance: under separate attachment



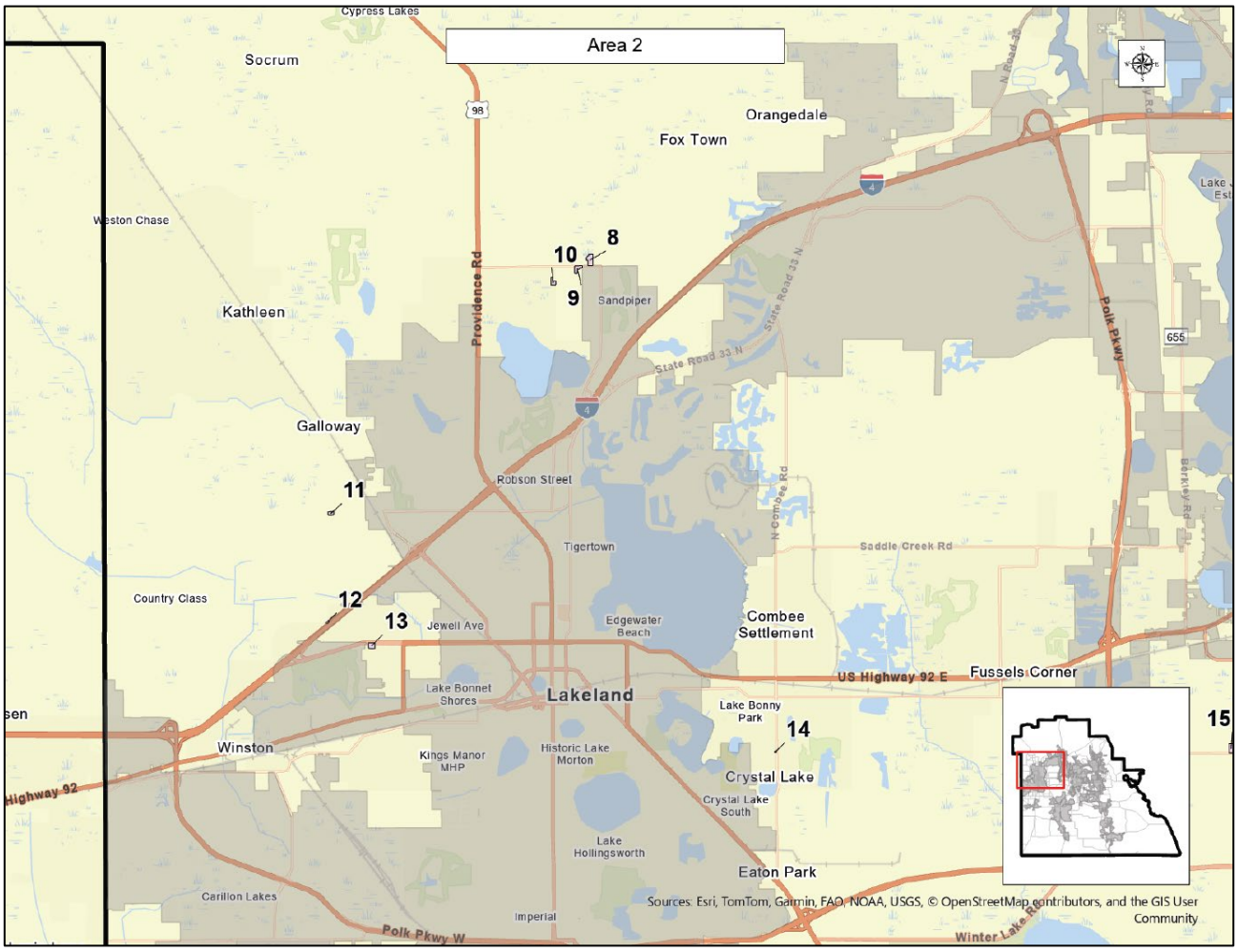
Office Center Future Land Use Designations



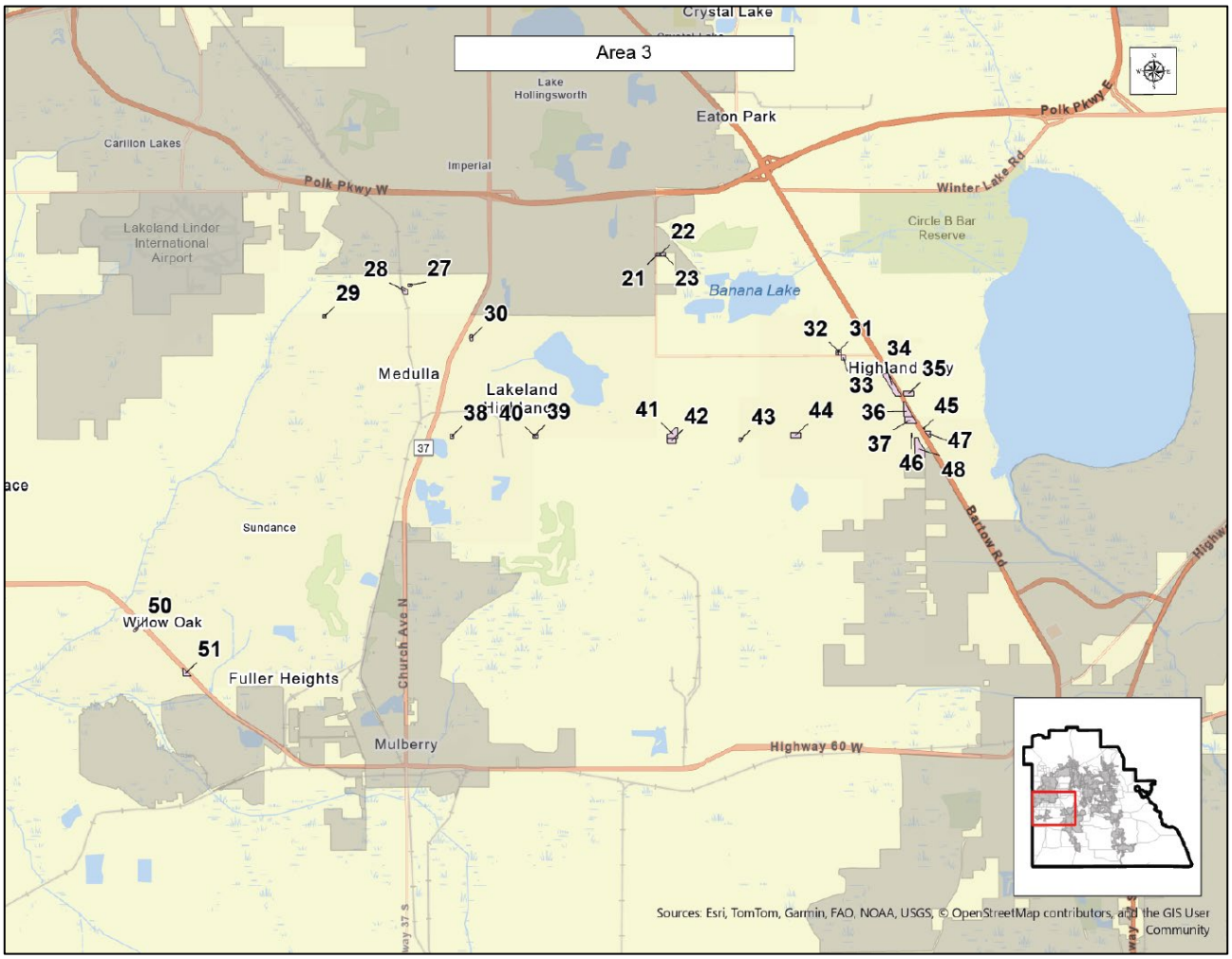
Area 1 Office Center Designations



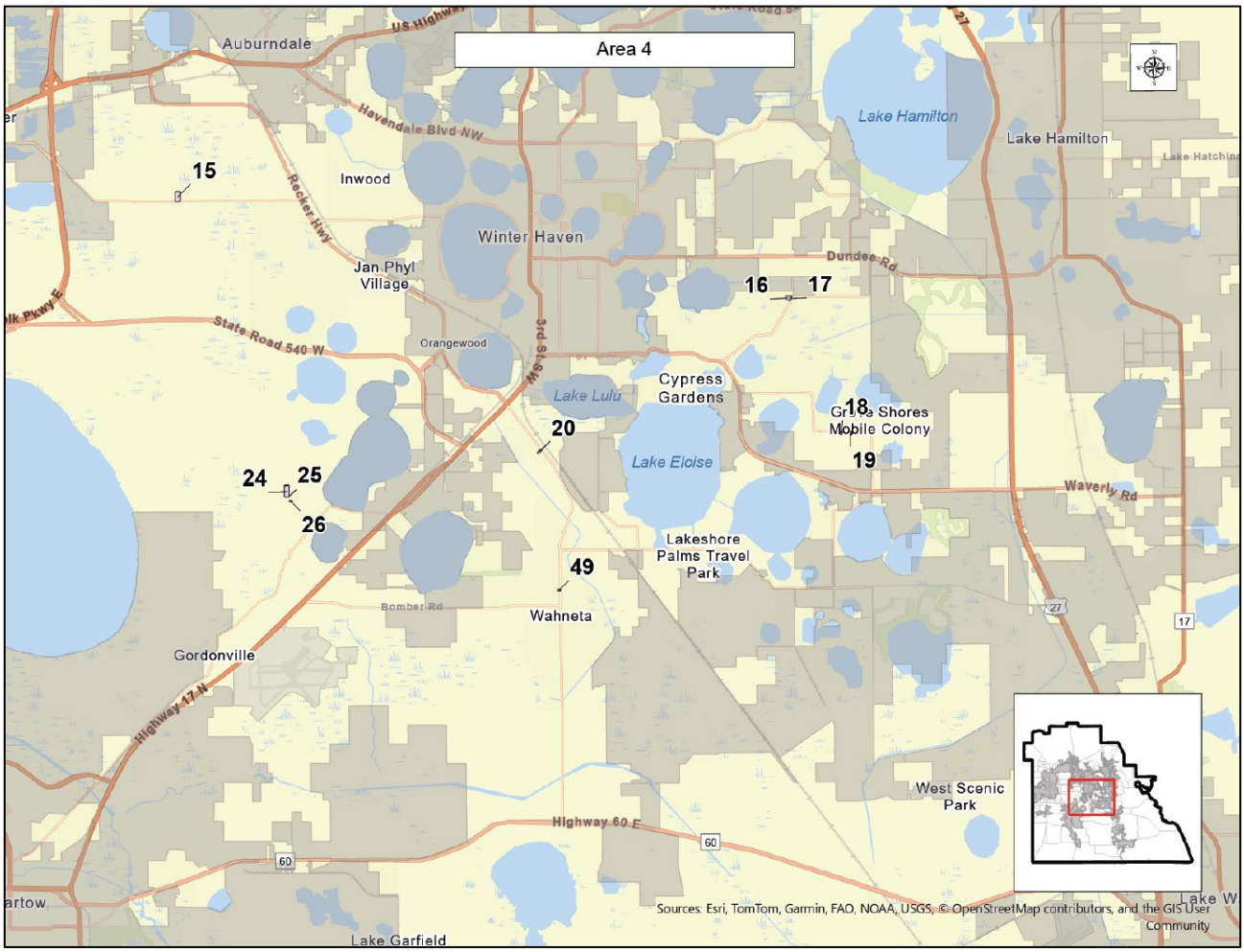
Area 2 Office Center Designations



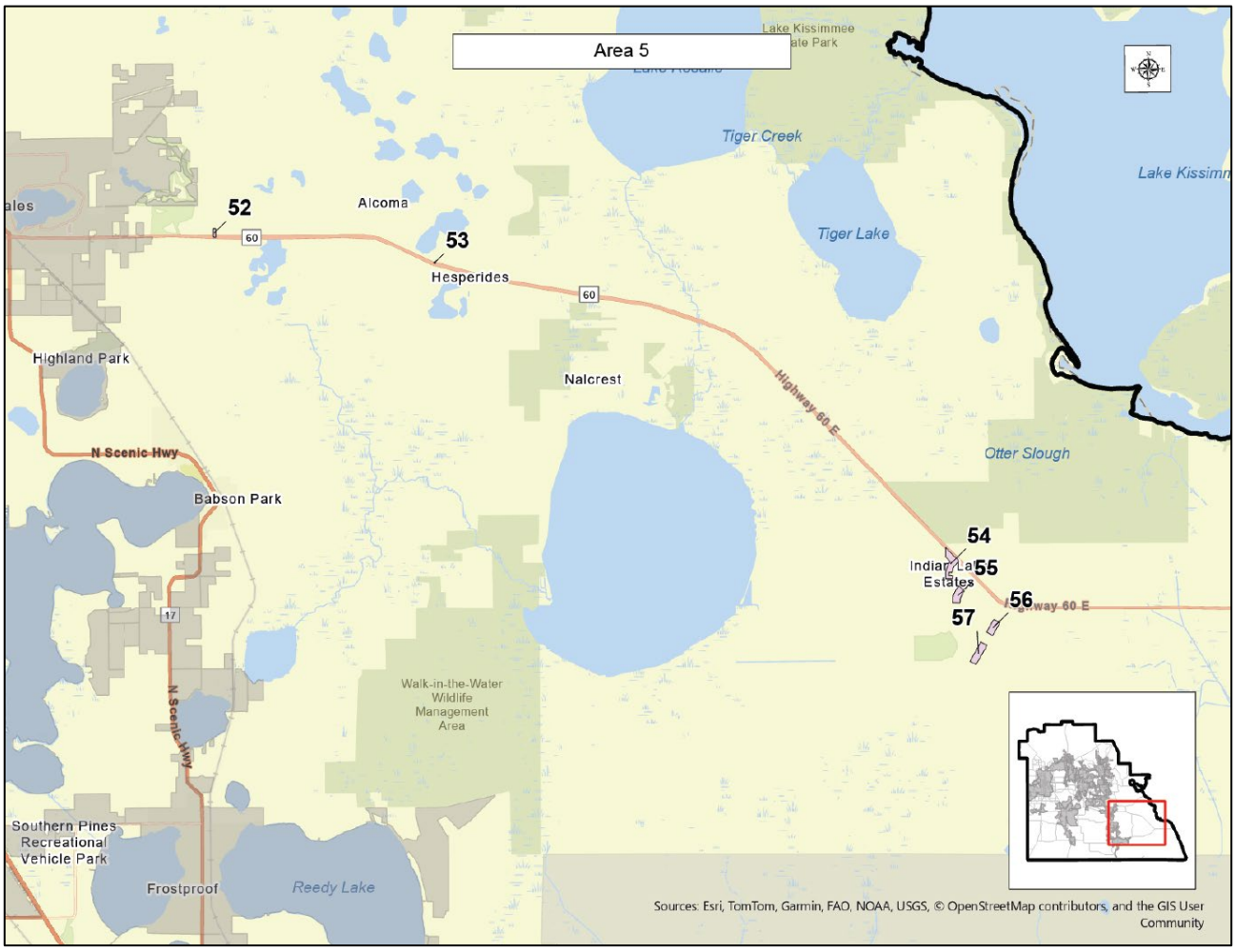
Area 2 Office Center Designations



Area 3 Office Center Designations



Area 4 Office Center Designations



Area 5 Office Center Designations

ORDINANCE NO. 20 -____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING **LDCPAL-2026-1;** AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN; ORDINANCE 92-36, AS AMENDED MODIFYING THE POLICIES UNDER OBJECTIVE 2.133-C OFFICE CENTERS TO ADD PERSONAL SERVICES AS AN ALLOWABLE USE, ALLOW OFFICE CENTERS ADJACENT TO MULTIPLE NON-RESIDENTIAL FUTURE LAND USE DESIGNATIONS AND EXISTING NON-RESIDENTIAL LEGALLY ESTABLISHED DEVELOPMENT, REMOVE A REFERENCE TO POLICY 2.404-A1, REMOVE THE LIMITATIONS ON OFFICES WITHIN A TWO-MILE RADIUS, AND REMOVE DEVELOPMENT CRITERIA REGARDING FRONTAGE ON LOCAL ROADS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Application LDCPAL 2026-1 is a county-initiated application to modify Policy 2.113-C1 to add "personal services" to the Characteristics and to add "adjacent to existing non-residential development" to Policy 2.113-C3 Location Criteria and remove a reference to Policy 2.404-A1 and the limitation on offices in a two-mile radius (the "Amendment"); and

WHEREAS, pursuant to Section 163.3174, FS, the Local Planning Authority (Planning Commission) conducted a public hearing, with due public notice having been provided, on the Amendment on April 1, 2026; and

WHEREAS, pursuant to Section 163.3184, FS, the Board of County Commissioners on April 21, 2026, held an initial public hearing and authorized transmittal of the Amendment to the Department of Economic Opportunity (DEO) for written comment, and

WHEREAS, DEO, by letter dated May 22, 2026, transmitted objections, recommendations, and comments on the Amendment; and

WHEREAS, pursuant to Section 163.3184, FS, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the Amendment on June 2, 2026; and

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

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

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

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

SECTION 1: LEGISLATIVE FINDINGS OF FACT

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

SECTION 2: COMPREHENSIVE PLAN AMENDMENT

The Future Land Use Map of Ordinance No. 92-36, as amended, (the "Polk County Comprehensive Plan") is hereby amended to reflect a change in the text of the COmprehesive Plan as depicted in Attachment "A".

SECTION 3: SEVERABILITY

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

SECTION 4: EFFECTIVE DATE

The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the Department of Florida Commerce posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Florida Commerce.

SECTION 5: FILING WITH THE DEPARTMENT OF STATE:

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

ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this 2nd day of June, 2026.

OBJECTIVE 2.113C OFFICE CENTERS

OBJECTIVE 2.113-C: OFFICE CENTERS -The Polk County Plan shall provide for needs of residents through:

a.the designation and mapping of Office Centers on the Future Land Use Map Series; and

b.the establishment of criteria applicable to the location and development of land within Office Centers.

POLICY 2.113-C1: CHARACTERISTICS - Office Centers are intended to accommodate the office needs of the community they serve. They generally contain lawyer, real estate, engineering, and other professional offices. Medical offices, personal services, and support offices are also allowable in this category.

Usable Area: 10 acres or less

Gross Leasable Area (GLA): 1,000 to 30,000 square feet

Minimum Population Support: 2,500 people

Service-Area Radius: 2 miles or more

Typical Leading Tenant: Professional offices

Other Typical Tenants: Medical offices

POLICY 2.113-C2: DESIGNATION AND MAPPING - Office Centers shall be located throughout Polk County as designated on the Future Land Use Map Series as "Office Centers" (OC).

POLICY 2.113-C3: LOCATION CRITERIA - The establishment of a new Office Center designation shall be located according to the following:

a. at the intersection of a local and collector/arterial road, or at the intersection of two collector roads; or at the intersection of two arterial roads; or

b. Along a collector or arterial roadway adjacent to an~~d~~ existing developed or undeveloped Activity Center, ~~or~~ Commercial Enclave; Linear Commercial Corridor, Rural Cluster Center, Tourist Commercial Center, High Impact Center, Business Park Center, Industrial, Institution, Employment Center, Mixed Use, Professional Institutional, Interchange Activity Center, and Town Center. ~~that contains 10% or less in land area developed with professional offices.~~; or

c. Adjacent to existing legally established non-residential development ~~Policy 2.404-A1; and~~

~~d. the total acreage for Office Center Districts within a two mile radius shall not exceed ten (10) acres unless one of the following can be met:~~

~~1. the total land area of the existing Office Centers within the two mile radius are 60 percent (60%) developed and the total land area of the existing Activity Centers within the two miles radius are also at least 60 percent (60%) developed with less than 10 percent (10%) of the land area developed as professional office uses; or~~

~~2. the remaining undeveloped acreage of the Office Centers within the two mile radius are owned by a single interest or have final, valid engineered construction plans (with building permit application) or have a valid CU/PD approval; or~~

~~3. when item b above is met.~~

d. When considering the establishment of a new Office Center designation or the expansion of an existing Office Center consideration shall be given to the following:

1. maximizing access to a collector or arterial road and to the guidelines outlined in Policy 2.404-A1.~~;~~

2. ~~Polk County shall seek to~~ minimize the routing of office traffic through residential areas.~~;~~

3. The amount of existing office uses within a two mile radius.

POLICY 2.113-C4: DEVELOPMENT CRITERIA - Development within an Office Center shall conform to the following criteria:

a. Development in Office Centers shall have frontage on, or direct access to, a collector or arterial roadway, or a frontage road or service drive which directly serves these roadways. Development within Office Centers shall incorporate the use of frontage roads or shared ingress/egress facilities wherever practical;

b. ~~Office Center expansions, new locations for Office Centers and development within Office Centers may front on or accessed via local roads if the subject parcel(s) is within a quarter mile of a collector or arterial road. If the local road is classified as residential then traffic from the OC shall not be permitted on the local road if there is residential traffic between the driveway for the OC and the collector roadway and until a waiver, per the requirements and standards in the LDC, is approved;~~

c. Adequate parking shall be provided to meet the demands of the uses, and interior traffic-circulation patterns shall facilitate the safe movement of vehicular, bicycle, and pedestrian traffic;

d. Buffering shall be provided where the effects of lighting, noise, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc. are examples of facilities which may require special buffering provisions; and

e. Retail uses within an Office Center shall not exceed ten (10) percent of the total land area of the Office Center as the OC is meant for professional employment and personal service businesses.

POLICY 2.113-C5: ADJACENT DEVELOPMENT - Subject to the criteria and requirements of Section 2.125-C relating to Transitional Areas, development adjacent to an Office Center may include the following uses: Medium and High Residential, Neighborhood Activity Centers, Institutional, and Recreation and Open Space.

LDCPAL-2026-1 - Text Amendment Change to Section 2.113

Menu Reports Help

Application Name: Text Amendment Change to Section 2.113

File Date: 01/15/2026

Application Type: BOCC-CPA Large

Application Status: In Review

Application Comments:

View ID	Comment	Date

Description of Work: County-initiated Comprehensive Plan text amendment to modify the policies for the Office Center Future Land Use designation to allow them to be adjacent to more non-residential uses and permit Personal Services. There is a companion Land Development Code text amendment.

Application Detail: Detail

Address: 330 W CHURCH ST, BARTOW, FL 33830

Parcel No: 253006393000000172

Owner Name: POLK COUNTY

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
POLK COUNTY		Applicant	Mailing, 330 W Church ...	Active
POLK COUNTY		Engineer	Mailing, 330 W Church ...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $850.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields: LD_GEN_PUB

PUBLIC HEARINGS

Development Type
Board of County Commissioners

Application Type
Government Project

Variance Type
–

Brownfields Request
–

Affordable Housing

Type of Acreage
–

GENERAL INFORMATION

Expedited Review

Number of Lots
–

Will This Project Be Phased

Acreage
0

DRC Meeting
02/12/2026

DRC Meeting Time
–

Rescheduled DRC Meeting
–

Rescheduled DRC Meeting Time
–

Green Swamp
No

Number of Units
–

Case File Number
–

Is this Polk County Utilities

Is this Application a result of a Code Violation
No

One Year Extension
–

FS 119 Status
Non-Exempt

Code Violation Case Number
–

ADVERTISING

Legal Advertising Date
–

BOCC1 Advertising Date
–

BOCC2 Advertising Date
–

Advertising Board
Board of County Commissioners

MEETING DATES

Community Meeting
–

Planning Commission Date
04/01/2026

Land Use Hearing Officer 3
–

1st BOCC Date
04/21/2026

2nd BOCC Date
06/16/2026

LUHO-Level 3
–

HEARING

PC Hearing Results

PC Vote Tally

BOCC 1st Hearing Results

BOCC 1st Vote Tally

BOCC 2nd Hearing Results

BOCC 2nd Vote Tally

FINAL LETTER

Denovo Appeal

Denovo Results

Denovo Tally

LD_GEN_PUB_EDL

Opening DigEplan List...

DigEplan Document List

Open

PLAN REVIEW FIELDS

TMPRecordID	DocumentGroupforDPC	RequiredDocumentTypes
POLKCO-REC26-00000-001NL	DIGITAL PROJECTS LD	
RequiredDocumentTypesComplete	**AdditionalDocumentTypes**	**Activate DPC**
Yes	Applications,AutoCad File,Binding Site Plans (PDs and CUs),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion	Yes
Activate FSA	**DigitalSigCheck**	
Yes	Yes	

SELECTED AREA PLANS

Selected Area Plans

LAND USE

Selected Area Plan **LU Code**

DEVELOPMENT AREA

Development Area

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board **Number of Boards** (Number) **Number of Mailers** (Number) **Date Mailed** **Date Posted** **NOR**

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	01/15/2026	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Not Required	01/30/2026	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	01/15/2026	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	01/16/2026	Kim Turner
Planning Review	Chanda Bennett			
School Board Review	School District	Not Required	01/16/2026	School District
Review Consolidation	Lyndsay Rathke			
Public Notice				
Staff Report				
Planning Commision				
BOCC Hearing				
Final Letter				
DEO Review				
Second BOCC Hearing				
Archive				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

CHANDA BENNETT, AICP, CPM

Phone: (863) 534-6484
chandabennett@polk-county.net

P.O. Box 9005, Drawer 9005
Bartow, Fl 33831

EDUCATION

MS Florida State University, Urban and Regional Planning — December 1994
Studio: "Gaines Street Pedestrian Corridor Design Study "
Advisor: Dr. Haight

BS Florida State University, Interdisciplinary Social Sciences — May 1993
Graduated Summa Cum Laude
Minored in Mathematics

EMPLOYMENT

Comprehensive Planning Administrator, Land Development 2020-present
Supervise Comprehensive Planning Unit, Comprehensive Plan Map and Text Amendments, special studies, City Community Redevelopment Areas (CRA), Joint Panning Agreements, and strategic land use analysis

Comprehensive Planning Administrator, Long Range Planning 2011 to 2020

Principal Planner, Long Range Planning 2006 to 2011

Senior Planner, Planner III, Planner II, Planning Division 1996 to 2006
Developments of Regional Impact (DRI) Coordinator, CRA review management, Selected Area Plan (SAP) preparations and review, site plan review, Planned Development and zoning change preparations

Planner II, Housing and Community Development 1995 to 1996
Redevelopment Plan for Eloise, assisted with Consolidated Plan for Community Development Block Grant funds, grant eligibility determinations, managing citizen and housing advisory committees

HONORS AND AWARDS

Polk Vision Leadership Alumni 2017
Lake Wales Leadership Alumni 2016
Certified Public Manager, FSU 2008
Richard Coleman Conservation Award, Sierra Club, Fl Chapter, Polk Group 2003

PRESENTATIONS AND INVITED LECTURES

Workshop, "Got Planning" Florida American Planning Association Conference, Sept. 2018
Keynote Address, "Census" Bartow Rotary, January 2020
Workshop, "Low Impact Design," Water School, March 2018.

PROFESSIONAL TRAINING AND SERVICE

AICP Continuing Education Credits
American Institute of Certified Planning, 32 Credits per two years

Florida American Planning Association
FAPA Annual Conference Co-Chair, 2007

PROFESSIONAL AFFILIATIONS

American Planning Association, 1997-Present
Florida American Planning Association (FAPA), 1997-Present
Heart of Florida Section, FAPA, 1997-Present

COMMUNITY SERVICE

Lake Wales Heritage
Volunteer, 2022

Ridge Rangers, The Nature Conservancy, Florida Fish and Wildlife
Volunteer, Polk County and Lake McLeod Preserve, 1997 to 2014

COMPUTER SKILLS

MS Word, Excel, Power Point, Smart Draw, Accela, Minute Traq, ESRI Data Viewers

May 22, 2026

The Honorable Martha Santiago
Chair, Polk County
Board of County Commissioners
330 West Church Road
Bartow, Florida 33830

Dear Chair Santiago,

FloridaCommerce has reviewed the proposed comprehensive plan amendment for Polk County (Amendment No. 26-01ESR) received on April 22, 2026. The review was completed under the expedited state review process. FloridaCommerce has no comment on the proposed amendment.

The local government should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, FloridaCommerce has enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the local government is reminded that:

- Section 163.3184(3)(b), Florida Statutes (F.S.), authorizes other reviewing agencies to provide comments directly to the local government. **If the local government receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption**.

- The local government shall hold a second public hearing, which shall be a hearing on whether to adopt the comprehensive plan amendment. **If the local government fails, within 180 days after receipt of agency comments, to hold the second public hearing, the amendment is 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 section 163.3184(3)(c)1., F.S**. If the amendment is not adopted at the second public hearing, the amendment shall be formally adopted by the local government within 180 days** after the second public hearing is held **or the amendment is deemed withdrawn.**

- **The adopted amendment must be transmitted to FloridaCommerce within 30 working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to 163.3184(3)(c)2., F.S.** Under section 163.3184(3)(c)2. and 4., F.S., **the amendment effective date** is 31 days after FloridaCommerce notifies the local government that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Scott Rogers, Regional Planning Administrator, by telephone at (850)-717-8510 or by email via Scott.Rogers@Commerce.fl.gov.

Sincerely,

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

JDS /sr

Enclosure(s): Procedures for Adoption

cc: Chanda Bennett, Comprehensive Planning Administrator, Polk County
Jennifer Codo-Salisbury, Executive Director, Central Florida Regional Planning Council

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SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), 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.

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ 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 amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its 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 the executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, 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 State Land Planning Agency 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 State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

Agenda Item N.2. 6/16/2026

SUBJECT

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

DESCRIPTION

This is a County-initiated request for an LDC text amendment to Chapter 2, Section 204, Standard Land Use Districts and Section 205, Table 2.1, Use Table for Standard Land Use Districts of the Polk County Land Development Code; Chapter 4, Section 401.02, Table 4.3, Use Table for Standard Land Use Districts for the Ronald Reagan Selected Area Plan; Chapter 4, Section 401.03, Table 4.8, Use Table for U.S. 27 Selected Area Plan Land Use Districts; Chapter 4, Section 401.04, Table 4.12, Allowable Uses for US Highway 98 SAP; and Chapter 4, Section 401.08, Table 401.08.01 Use Table for Southeast Polk SAP to achieve consistency with the Office Center (OC) and (OCX) Future Land Use Map designations in the Comprehensive Plan; amending Chapter 3, Conditional Uses, Section 303, Criteria for Conditional uses for Off-Site Agricultural Support Activities, Childcare Center, Financial Institutions, Governmental Facility, Research and Development, Sit-Down/Take-Out Restaurant, Leisure/Special Interest School, Technical/Vocational/Trade & Training School, and Veterinary Service to achieve consistency with the Office Center Future Land Use Map designation and Development Criteria in the Comprehensive Plan. State law requires one Planning Commission hearing, which was held on April 1, 2026, with a recommendation for approval by a 7:0 vote.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted. This is the second of the two hearings.

RECOMMENDATION

Approval

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Erik Peterson, AICP

Planning Administrator

Land Development Division

erikpeterson@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	February 12, 2026	**Level of Review:**	4
PC Date:	April 1, 2026	**Type:**	LDC Text Amendment
BoCC Date:	April 21, 2026 June 16, 2026	**Case Numbers:**	LDCT-2026-2
		Case Name:	Office Center Consistency
Applicant:	Polk County	**Case Planner:**	Erik Peterson, AICP

Request:	An LDC text amendment to Chapter 2, Section 204, Standard Land Use Districts and Section 205, Table 2.1, Use Table for Standard Land Use Districts of the Polk County Land Development Code; Chapter 4, Section 401.02, Table 4.3, Use Table for Standard Land Use Districts for the Ronald Reagan Selected Area Plan; Chapter 4, Section 401.03, Table 4.8, Use Table for U.S. 27 Selected Area Plan Land Use Districts; Chapter 4, Section 401.04, Table 4.12, Allowable Uses for US Highway 98 SAP; and Chapter 4, Section 401.08, Table 401.08.01 Use Table for Southeast Polk SAP to achieve consistency with the Office Center (OC) and (OCX) Future Land Use Map designations in the Comprehensive Plan; amending Chapter 3, Conditional Uses, Section 303, Criteria for Conditional uses for Off-Site Agricultural Support Activities, Childcare Center, Financial Institutions, Governmental Facility, Research and Development, Sit-Down/Take-Out Restaurant, Leisure/Special Interest School, Technical/Vocational/Trade & Training School, and Veterinary Service to achieve consistency with the Office Center Future Land Use Map designation and Development Criteria in the Comprehensive Plan; providing for severability; providing an effective date.
Location:	n/a
Property Owner:	n/a
Parcel Size (Number):	n/a
Development Area:	n/a
Nearest Municipality:	n/a
DRC Recommendation:	Approval
Planning Commission Vote:	Approval 7-0

The change to Chapter 2, Section 204, Standard Land Use Districts of the Polk County Land Development Code is:

- Remove the statement in Section 204.B.6 that "*all development within the OC requires a Level 3 Review*."
- Move Office Center (OC) from Section 204.B, Non-residential Districts/Activity Centers to Section 204.C, Other Standard Land Use Districts.
- Expand on Office Center description to include medical offices, clinics, personal services, and other uses consistent with the Comprehensive Plan.

The changes to Chapter 2, Section 205, Table 2.1, Use Table for Standard Land Use Districts of the Polk County Land Development Code are to the following uses in the Office Center (OC) district:

- Multi-family – not permitted
- Agricultural, Off-site – change from C3 to C2 conditional use

- Funeral Home and Related Facilities – add C3 conditional use
- Government Facility - change from C3 to C2 conditional use
- Hospitals – not permitted
- Research and Development - change from C3 to C2 conditional use
- Restaurant, Sit-down/Take out – add C2 conditional use
- Retail 10,000 – 34,999 sq. ft. – not permitted
- Retail, Less than 10,000 sq. ft - change from C3 to C2 conditional use
- School, Leisure/Special Interest - add C2 conditional use

The changes to Chapter 3, Conditional Uses, Section 303, Criteria for Conditional Uses, of the Polk County Land Development Code are:

- Adding conditions to conform to POLICY 2.113-C4 Office Center Development Criteria for the following uses: Agricultural Support Activities, Off-site; Childcare Center; Financial Institutions; Governmental Facility; Research and Development; Restaurant, Sit-down/Take-out; School, Leisure/Special Interest; School, Technical/Vocational/Trade & Training; and Veterinary Service.

The changes to Chapter 4, Special Districts are to the Office Center (OCX) districts for:

- Ronald Reagan Selected Area Plan
- US 27 Selected Area Plan
- US 98 Selected Area Plan
- Southeast Polk Selected Area Plan

Summary:

Non-residential uses vary significantly in property needs based on visibility and accessibility. Activity Centers form at high volume intersections and are intended for the types of non-residential uses that need high visibility and high accessibility. However, there are many non-residential land uses that do not need high accessibility and thrive on moderate visibility. These are termed midblock non-residential uses. Staff are introducing changes to the Office Center (OC) Future Land Use Map category in the Comprehensive Plan under LDCPAL-2026-1 to restore the designation to its intended characteristics and location requirements as it was originally established in 2001. In 2012, the OC policies were amended based on limited input and analysis. The results of this change have significantly curtailed the amount of OC district establishments throughout the County which forced low-volume and typically midblock uses into properties intended for higher volume commercial. The proposed Comprehensive Plan amendment broadens the possible locations for OC districts.

This Land Development Code (LDC) text amendment is a follow-up to the broadening of locations to adjust the review requirements for specific uses enabled by the Comprehensive Plan policies to further reduce the constraints on utilization of the OC district. Each of the uses listed are considered to be low volume uses that do not need to be located at high volume intersections. Reducing the development burdens on these uses will incentivize their entrepreneurs to seek less costly midblock locations that fulfill their market needs by having fewer burdens and barriers. This amendment also implements the Development Criteria in POLICY 2.113-C4 of the Comprehensive Plan that were not clarified accurately in the LDC.

Data and Analysis Summary

Staff have monitored development within the OC districts and evaluated their effectiveness pre-2012 and post 2012. Staff identified numerous instances where the location and development policies prevented nonresidential uses from forming in appropriate locations. Staff surveyed counties along the I-4 corridor for regulatory comparisons because they are most closely similar to Polk. Some of the abutting counties are reviewed along with the two largest cities within the County (Lakeland and Winter Haven). Alachua and Duval counties are also reviewed because of similar demographic and urban-rural mixtures to Polk County. This method of selection creates a survey of 14 total local jurisdictions.

Findings of Fact

1. *The request is a Land Development Code text amendment to amendment to Chapter 2, Section 204, Standard Land Use Districts and Section 205, Table 2.1, Use Table for Standard Land Use Districts of the Polk County Land Development Code, Chapter 4, Section 401.02, Table 4.3, Use Table for Standard Land Use Districts for the Ronald Reagan Selected Area Plan, Chapter 4, Section 401.03, Table 4.8, Use Table for U.S. 27 Selected Area Plan Land Use Districts, Chapter 4, Section 401.04, Table 4.12, Allowable Uses for US Highway 98 SAP, and Chapter 4, Section 401.08, Table 401.08.01 Use Table for Southeast Polk SAP to achieve consistency with the Office Center (OC) and (OCX) Future Land Use Map designations in the Comprehensive Plan; amending Chapter 3, Conditional Uses, Section 303, Criteria for Conditional uses for Off-Site Agricultural Support Activities, Childcare Center, Financial Institutions, Governmental Facility, Research and Development, Sit-Down/Take-Out Restaurant, Leisure/Special Interest School, Technical/Vocational/Trade & Training School, and Veterinary Service to achieve consistency with the Office Center Future Land Use Map designation and Development Criteria in the Comprehensive Plan.*

2. *This amendment applies to all properties in the unincorporated areas applying for land subdivision, including the Green Swamp Area of Critical State Concern.*

3. *Comprehensive Plan POLICY 2.113-C4: DEVELOPMENT CRITERIA states that "Development within an Office Center shall conform to the following criteria:*

    a. *Development in Office Centers shall have frontage on, or direct access to, a collector or arterial roadway, or a frontage road or service drive which directly serves these roadways. Development within Office Centers shall incorporate the use of frontage roads or shared ingress/egress facilities wherever practical;*
    b. *Office Center expansions, new locations for Office Centers and development within Office Centers may front on or accessed via local roads if the subject parcel(s) is within a quarter mile of a collector or arterial road. If the local road is classified as residential then traffic from the OC shall not be permitted on the local road if there is residential traffic between the driveway for the OC and the collector roadway and until a waiver, per the requirements and standards in the LDC, is approved;*
    c. *Adequate parking shall be provided to meet the demands of the uses, and interior traffic-circulation patterns shall facilitate the safe movement of vehicular, bicycle, and pedestrian traffic;*
    d. *Buffering shall be provided where the effects of lighting, noise, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc. are examples of facilities which may require special buffering provisions; and*
    e. *Retail uses within an Office Center shall not exceed ten (10) percent of the total land area of the Office Center as the OC is meant for professional employment businesses."*

4. *Comprehensive Plan POLICY 2.113-C1: CHARACTERISTICS states that "Office Centers are intended to accommodate the office needs of the community they serve. They generally contain lawyer, real estate, engineering, and other professional offices. Medical offices and support offices are also allowable in this category."*

5. *Chapter 10 of the LDC defines **Agricultural Support, Off-Site** as "activities and uses related to the production of agricultural-related products, including, but not limited to, storage and maintenance of grove equipment and farm machinery, fertilizer application, grove installation and service, and farm-management services where such activities are off-site but accessory to a nearby general farming operation. Typical off-site Agricultural Support facilities may include, but are not limited to specialized agricultural service establishments performing storage and maintenance of grove equipment and farm machinery (not to include sales), fertilizer application, grove installation and service, and **farm management services."***

6. *Chapter 10 of the LDC defines **Childcare Center** as "a structure used to provide child care for any part of a day which receives a payment, fee, or grant for any of the children receiving care wherever operated whether or not operated for profit. The following are NOT included: public schools and nonprofit schools and their integral programs; summer camps having children in full-time residence; summer day camps, and Bible schools normally conducted during vacation periods."*

7. *Chapter 10 of the LDC defines **Funeral Home and Related Facilities** as "An establishment engaged in the preparation of human remains for burial or cremation, and ceremonies conducted both on and off site, for the dignified interment of deceased humans."*

8. *Chapter 10 of the LDC defines **Government Facility** as "A building or complex of buildings that houses public facilities, offices, or services. Typical uses include government-administration buildings, police, fire and emergency medical facilities."*

9. *Chapter 10 of the LDC defines **Research and Development** as "Activities typically involving processes or operations of an industrial nature, including establishments performing research and development on a contract basis as well as facilities performing proprietary research and development. Also permitted are testing centers, laboratories (including medical, dental, and other health service laboratories not accessory to a clinic or medical office), and business/industry training schools."*

10. *Chapter 10 of the LDC defines **Restaurant, Sit-down/Take out** as "An establishment whose principal business is the sale of food and beverages and where foods are: 1) served to customers at individual booths or tables, or 2) received by customers at a counter or bar. The customer may or may not consume the food on-site."*

11. *Chapter 10 of the LDC defines **School, Leisure/Special Interest** as "A facility engaged in the instruction of a particular leisure or special interest activity including, but not limited to, dance, karate, and crafts and arts schools. This provision excludes water ski schools."*

12. *Chapter 10 of the LDC defines **Financial Institutions** as "Institutions engaged in deposit banking and closely related functions such as the extension of credit by means of loans and underwriting, purchase, sale or brokerage of securities and other financial investments. Typically, the hours of a financial institution are between 8:00 AM and 5:00 PM Monday through Friday."*

13. *Chapter 10 of the LDC defines **School, Technical** as "The use of land, structures or buildings for the provision of training in various skills and may include but not be limited to business schools, trade schools and vocational schools."*

14. *Chapter 10 of the LDC defines **School, Vocational** as "An establishment which is offered, for compensation, instruction in a trade or craft, including, but not limited to, carpentry, masonry, metal working, machinery repair and operation, welding, fabrication and the like."*

15. *Chapter 10 of the LDC defines **School, Training** as "A facility engaged in the instruction of a particular discipline or skill including, but not limited to, auto driving instruction, aviation instruction, policeman instruction and firefighter instruction. This provision excludes water ski schools."*

16. *Chapter 10 of the LDC defines **Veterinary Service** as "Medical services, associated with a Doctor of Veterinary Medicine (D.V.M.), for animals kept as pets, or livestock."*

17. *Planning staff have reviewed the land development requirements of 12 central Florida counties that bear commonalities with Polk and the two largest municipalities in the County. Staff found that 10 out of the 14 jurisdictions have a separate and distinct office category in their zoning ordinance.*

18. *Of the 10 jurisdictions that had an office district or districts, all 10 listed professional offices, medical offices, and clinics in the permitted uses within the district. Eight permitted banks, seven permitted personal services, six permitted cultural facilities*

Development Review Committee Recommendation:

The Land Development Division, based on the information provided with the proposed text amendment application, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommend **APPROVAL** of LDCT-2026-2.

*At an advertised public hearing on April 1, 2026, the Planning Commission reviewed the ordinance and **voted 7-0** to recommend **APPROVAL** to the Board of County Commissioners.*

Analysis

Introduction

Staff believe that the Office Center (OC) district is a vital land use classification for efficiently delivering needed services to residents within a community. The OC district can be located in close proximity to residential development and provide a step down in intensity between many other non-residential land uses and residential properties. Additionally, staff find that there are other uses besides professional offices that fit into the OC designation as listed in Policies 2.113-C1 through 2.113-C5 of the Comprehensive Plan. Staff also believe that lowering the barriers to development within OC districts delivers needed services to the public and incentivizes the efficient use of available properties.

This amendment combined with the changes to the Comprehensive Plan under case number LDCPAL-2026-1 will improve development within the OC district by providing a diversified spectrum of potential uses. With a wider variety of uses, individual businesses can complement other businesses within a given district.

Recommended Changes

The first step towards eliminating the barriers to development in the OC district is to remove the requirement that all developments undergo a Level 3 Review. This requires a change to Chapter 2, Section 204, Standard Land Use Districts, to remove the statement in Section 204.B.6 that "All development within the OC requires a Level 3 Review." Another change is for consistency. Activity Centers in the Comprehensive Plan require higher levels of review and analysis. Currently, OC is listed as an Activity Center, and it should not be. Activity Centers are located under SECTION 2.110

in the Comprehensive Plan. Office Centers are under SECTION 2.113B with Business Park Centers (BPC). This amendment will move Office Center (OC) from Section 204.B, Non-residential Districts/Activity Centers to Section 204.C, Other Standard Land Use Districts. The last change recommended to LDC Section 204 is to expand the Office Center description to include medical offices, clinics, personal services, and other uses consistent with the Comprehensive Plan. This better describes the intentions for the district. Among the many other applications of this Section of the regulations, it is quoted in all Land Use Verification Letters. This broader explanation will provide sellers with more information that will increase an OC district property's appeal to prospective buyers.

Staff identified a number of uses listed in the OC district that require more scrutiny than is beneficial to the public. Staff is recommending changes to Chapter 2, Section 205, Table 2.1, Use Table for Standard Land Use Districts that reduce the requirements from Level 3 Planning Commission Review to Level 2 Administrative Review for the following uses in the Office Center (OC) district:

- Agricultural, Off-site – change from C3 to C2 conditional use
- Funeral Home and Related Facilities – add C3 conditional use
- Government Facility - change from C3 to C2 conditional use
- Research and Development - change from C3 to C2 conditional use
- Retail, less than 10,000 sq. ft - change from C3 to C2 conditional use

Staff also recommend that the following prohibited uses be added for Administrative Review:

- Restaurant, Sit-down/Take out – add C2 conditional use
- School, Leisure/Special Interest - add C2 conditional use

These uses are allowed within the parameters of OBJECTIVE 2.113-C: OFFICE CENTERS of the Comprehensive Plan and will complement other permitted uses in an OC district.

Multi-family, Hospitals, and Retail 10,000 – 34,999 sq. ft. are inconsistent with the Development Criteria for OC designations in POLICY 2.113-C4 and SECTION 2.109 - LAND USE CATEGORIES AND OVERLAY DISTRICTS of the Comprehensive Plan. Therefore, they must be removed from the Use Table for OC. It misleads the public to leave them in the table because the Plan's prohibition of them supersedes the Code.

Another change needed to bring the LDC into compliance with the Comprehensive Plan is the addition of certain standards pertaining to POLICY 2.113-C4. This policy directs the LDC to embody certain development standards that can only be addressed in LDC Chapter 3, Conditional Uses, Section 303, Criteria for Conditional Uses. These include

- Agricultural Support Activities (Off-site) – OC districts are only intended for farm offices.
- Childcare Centers - may be no more than 10% of an office building or 10% of the total building square footage of an office park.
- Financial Institutions – drive thru facilities are not appropriate in OC districts due to proximity to residential uses.
- Governmental Facility – limited to only government office buildings.
- Research and Development – eliminate erroneous standards but require activity to be contained within enclosed buildings.
- Restaurant, Sit-down/Take-out – limit to 10 percent of an OC district.
- School, Leisure/Special Interest - require activities to be contained within enclosed buildings
- School, Technical/Vocational/Trade & Training, - eliminate redundancy and require activities to be contained within enclosed buildings.
- Veterinary Service - require activities to be contained within enclosed buildings.

There are four Selected Area Plans that have OC districts within them. Ronald Reagan, North US 27, US 98, and Southeast Polk Selected Area Plans. These should be consistent with Table 2.1 for OC districts.

Benefit-cost Analysis of the Amendment

Who does it help?

This amendment combined with LDCPAL-2026-1 will provide better alternatives for entrepreneurs seeking locations for their offices, personal service establishments, and medical facilities. Additionally, it infuses some uses that are complementary to OC district uses. This amendment lowers many regulatory requirements and barriers for low volume non-residential land uses in the Office Center (OC and OCX) districts. The lowering of regulatory barriers along with increasing potential locations for office and office type uses makes these endeavors more feasible. It also prevents expensive high volume/high accessibility retail locations from being clogged with low volume uses that do not need the more accessible and visible sites.

Who does it hurt?

Office Center districts can fit well along collector roads on parcels isolated by surrounding subdivision developments or along corridors that are transitioning to major thoroughfares where single-family housing once lined the roadway. However, when lots are shallow or small there is concern that the non-residential development close to existing residents can create a nuisance due to an increase in intensity. This amendment is removing requirements for Planning Commission approval (Level 3 Review) for many of the conditional uses. This is why it is important that there be safeguards such as the Compatibility Standards in Section 220 and the individual use standards in Section 303 Criteria for Conditional Uses. Maintaining distances, screening and buffering, and keeping all activity within enclosed structures is essential for maintaining a good relationship between non-residential and residential uses.

What is the cost?

This amendment lowers development costs for uses that are not likely to cause detriment to nearby or abutting residential development as long as current compatibility standards and performance requirements for OC districts are met. It removes regulatory barriers that have been found to serve very little public service. The lowering of regulatory barriers along with increasing potential locations for office and office type uses will improve the tax base.

Regulatory History

The County's first zoning ordinance was adopted November 4, 1970 (Ord. 70-03). It had three non-residential districts: General Commercial (GC), Mixed Commercial/Industrial (MIC), and General Industrial (GI). On November 23, 1971, GC and MIC districts were replaced by six commercial districts: Neighborhood Service Centers (C-1), Area Service Centers (C-2), Regional Service Centers (C-3), General Commercial (C-4), Highway Service Commercial (C-5), and Commercial/ Recreation Resort Areas (C-6). It is not until 1983, with the adoption of Ordinance 83-02, that the Office (OF) district is introduced. It permitted Offices and Clinics by right. Financial Institutions, Day-Care Centers, Private Schools, Business and Trade Schools, and Studios for Artists, Dancers, and Photographers were conditional uses that required Board approval. It limited buildings to no greater than 3,000 square feet. Buffers were required when abutting single-family dwellings.

Neither the Comprehensive Plan nor the Land Development Code (LDC) had an Office category until after the LDC was effective. The LDC became effective on September 1, 2000. The Office Center category was not added to the Comprehensive Plan and LDC until July 25, 2001. This district had early success throughout the County providing alternatives for entrepreneurs seeking business locations in mid-block areas rather than being obligated toward high-volume intersections with higher land costs. Dentists, doctors, and beauty salons found these locations very lucrative for meeting the needs of their clientele while not overpaying for locational attributes their business did not need. High-volume intersections are best occupied by uses that are needed on a daily or weekly basis. Businesses that are visited less frequently do not need such high accessibility properties.

The Board developed concerns for the OC land use category in 2012. It was feared by some that the use was becoming too prevalent in one portion of the County. The OC designation was altered in the Comprehensive Plan to significantly restrict the locational possibilities and the uses allowed within were reduced and curtailed. The basis for the Board's decision came from a very small and homogeneous area of the County. The community input came from a small group of citizens in that area, and their motives were not well vetted. Over time, this led to a lack of available commercial properties all over the County. Today, more land is needed to meet the demand for services of a growing population but there are fewer properties available. This land use category needs to be modified so that it is applicable to more locations and available to more business opportunities.

Limits of the Proposed Ordinance

This amendment applies to all lands within the unincorporated areas of Polk County including the Green Swamp Area of Critical State Concern. There are Office Center districts in the North US Highway 27 Selected Area Plan and the Polk City Special Protection Area. This amendment will be forwarded to Florida Commerce for the statutorily required 45-day review.

Comparisons to other Jurisdictions

Staff commonly survey counties along the I-4 corridor for regulatory comparisons because they are most closely similar to Polk. Some of the abutting counties are reviewed along with the two largest cities within the County (Lakeland and Winter Haven). Alachua and Duval counties are also reviewed because of similar demographic and urban-rural mixtures to Polk County. This method of selection creates a survey of 14 total local jurisdictions. Polk County has a rare form of land use regulation with its direct connection between the Comprehensive Plan Future Land Use Map and the zoning and land development policies. While there are not many jurisdictions that have office designations called out in their comprehensive plans, the use of an office district in a zoning ordinance is more typical. Out of the 14 jurisdictions surveyed, all but four (4) did not have a separate and distinct office category in their zoning ordinance.

Table 1

Jurisdiction *(Code citation)*	**Is there an Office Zoning Category?**	**What uses are permitted and conditional within the Office district(s)**
Alachua County *Section 403.11, 404.08*	Administrative and professional (AP) district	Residential over Office Affordable Multifamily Housing Assisted Living/Nursing Home Childcare facilities Educational facility, vocational, business or technical school; college or university Government Buildings and facilities Funeral homes Museum Medical clinic or lab

Table 1

Jurisdiction *(Code citation)*	**Is there an Office Zoning Category?**	**What uses are permitted and conditional within the Office district(s)**
		Business and professional services Bank or financial institution Personal services Gym or fitness center Dance, art, or similar studio
Brevard County *62-1255*	No.	n/a
Duval County *Section 656.311*	Commercial Office (CO) District Commercial, Residential and Office (CRO) District Residential Office (RO) District	Medical, dental, chiropractic, professional or business offices, cosmetology, childcare, Vocational, trade or business schools, Libraries, museums and community centers. Art galleries, dance, art, gymnastics, fitness centers, martial arts and music studios, and theaters for stage performances (but not motion picture theaters). Bed and Breakfasts.
Hardee County *Sec. 3.02.00*	No.	n/a
Highlands County *Section 12.05.244*	Office (O) district.	Professional Offices, Banks, and Libraries. Medical and churches are special exceptions.
Hillsborough County *Section 2.01.02, 2.02.02*	Office Residential (OR) district.	Professional and Medical Offices, Clinics, Funeral Homes, Photography and Broadcasting Studious, Wedding Chapels, Personal Services, Government Offices.
Lake County *Sec. 3.00.00, 3.01.00*	No.	n/a
Manatee County *Section 401.1*	Professional Small (PR-S) district. Medium Office (PR-M) district.	Professional and Medical Offices, Banks, Bed and Breakfast, Clinics, Cultural Facilities, Personal Services, Government Offices, Veterinary Clinic.
Orange County *Section 38-801 thru 38-809* *Section 38-77 Use Table*	Professional Office (P-O) District	Professional and Medical Offices, Banks, Bed and Breakfast, Funeral Services, Clinics, Movie Production Studios, Personal Services, Government Offices, Research and Development.
Osceola County *Chapter 3, Article 3.2, 3.4*	Commercial Office (CO) district	Professional and Medical Offices, Banks, Bed and Breakfast, Crematorium, Clinics, Educational Facilities, Personal Services, Government Offices, Dance, Karate, Art, or Similar Afterschool Care Studio, Childcare, Retail Sales and Services, Veterinary Clinic.
Seminole County *Sec. 30.2.1, 30.4.14,*	Office (OP) district	Professional and Medical Offices, Clinics, Hospitals, Banks, all educational facilities, Funeral Home,
Volusia County *Section 72-241*	General Office, Hospital-Medical (B-1) district	Professional and Medical Offices, Clinics, Hospitals, Banks, Childcare, Personal Services, Libraries, Cultural Centers, Trade Schools, Veterinary Clinics,
City of Lakeland *Sec. 2.2, and 2.3-1*	Low Impact Office (O-1) District Limited Impact Office (O-2) District Moderate Impact Office (O-3) District	Professional and Medical Offices, Multifamily, Bed and Breakfast, Hotels, Banks, Personal Services, Music & Dance Studios, Research and Development, Veterinary Clinics, Neighborhood Convenience Centers.
City of Winter Haven *Sec. 21-31, 21-33*	No.	n/a

Of the jurisdictions surveyed that had office districts, all listed professional offices, medical offices, and clinics in the permitted uses. Most permitted personal services (7), banks (8), and cultural facilities (6). Many of them allow veterinary clinics (4), research and development (3), vocational training (3), funeral services (3), and childcare (3). Some even allow more intense uses such as hospitals, event facilities, and retail uses. However, those were with multiple levels of office categories. Staff found from this survey that office zoning categories can be more broadly used to provide opportunities for other low-volume low-intensity non-residential land uses to coexist with the typical office district uses. Staff considered splitting the OC district into sub-districts to further

broaden the OC list of uses, but the uses considered for the upper tier would require more modification to the Comprehensive Plan policies.

Consistency with the Comprehensive Plan

The primary purpose for this Land Development Code (LDC) text amendment is to align the LDCs more specific development and use standards with the development criteria in Comprehensive Plan POLICY 2.113-C4, and the changes proposed to OBJECTIVE 2.113-C for the Office Center (OC) Future Land Use Map designation under the proposed Comprehensive Plan amendment (CPA) in case number LDCPAL-2026-1. These changes proposed in this LDC text amendment will correspond with the effective date of the CPA amendment adoption scheduled for June 16, 2026.

Consistency with the Florida Statutes

With the adoption of LDCPAL-2026-1, these proposed LDC text amendments will be consistent with Chapter 163 of the Florida Statutes.

Comments from Other Agencies: None.

Draft Ordinance: under separate attachment

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS, POLK COUNTY, FLORIDA, LAND DEVELOPMENT CODE AMENDMENT **LDCT-2026-2**, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, AMENDING CHAPTER 2, SECTION 204, STANDARD LAND USE DISTRICTS, AND SECTION 205, TABLE 2.1, USE TABLE FOR STANDARD LAND USE DISTRICTS OF THE POLK COUNTY LAND DEVELOPMENT CODE; CHAPTER 4, SECTION 401.02, TABLE 4.3, USE TABLE FOR STANDARD LAND USE DISTRICTS FOR THE RONALD REAGAN SELECTED AREA PLAN; CHAPTER 4, SECTION 401.03, TABLE 4.8, USE TABLE FOR U.S. 27 SELECTED AREA PLAN LAND USE DISTRICTS; CHAPTER 4, SECTION 401.04, TABLE 4.12, ALLOWABLE USES FOR US HIGHWAY 98 SAP; AND CHAPTER 4, SECTION 401.08, TABLE 401.08.01, USE TABLE FOR SOUTHEAST POLK SAP TO ACHIEVE CONSISTENCY WITH THE OFFICE CENTER (OC) AND (OCX) FUTURE LAND USE MAP DESIGNATIONS IN THE COMPREHENSIVE PLAN; AMENDING CHAPTER 3, CONDITIONAL USES, SECTION 303, CRITERIA FOR CONDITIONAL USES FOR OFF-SITE AGRICULTURAL SUPPORT ACTIVITIES, CHILDCARE CENTER, FINANCIAL INSTITUTIONS, GOVERNMENTAL FACILITY, RESEARCH AND DEVELOPMENT, SIT-DOWN/TAKE-OUT RESTAURANT, LEISURE/SPECIAL INTEREST SCHOOL, TECHNICAL/VOCATIONAL/TRADE & TRAINING SCHOOL, AND VETERINARY SERVICE TO ACHIEVE CONSISTENCY WITH THE OFFICE CENTER FUTURE LAND USE MAP DESIGNATION AND DEVELOPMENT CRITERIA IN THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Local Government Comprehensive Plan and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt Land Development Regulations consistent with the Polk County Comprehensive Plan; and

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

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

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

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

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on April 1, 2026; and

WHEREAS the proposed text amendment to the Polk County Land Development Code is intended to clarify development parameters of the Office Center (OC) district to implement the policies in the Comprehensive Plan thereby achieving certainty and consistency throughout the code; and

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

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

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

SECTION 1: FINDINGS The findings set forth in the recitals to this Ordinance are true and correct and hereby adopted. In addition, the Board hereby adopts and incorporates herein the staff report and makes the following findings based upon the staff report, testimony, and exhibits presented during the hearing:

a) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on April 1, 2026. to consider the LDC text amendment contained within the Application and found it to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC text amendment contained within the Application.

b) Pursuant to Section 907.D.10 of the LDC, the Board shall, in the review of the Application, consider the following factors:

   a. Whether the proposed text amendment is consistent with all relevant requirements of the Code;
   b. Whether the proposed text amendment is consistent with all applicable policies of the Comprehensive Plan; and
   c. Any other matter which the BoCC may deem appropriate and relevant to the text amendment proposal.

c) The Application is consistent with all relevant requirements of the Comprehensive Plan.

d) The Application is consistent with all relevant requirements of the LDC, including without limitation, Section 907.

SECTION 2: Chapter 2, Section 204, Standard Land Use Districts of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to change Section 204.B, Non-residential Districts/Activity Centers and Section 204.C, Other Standard Land Use Districts in the following manner:

B. **Non-residential Districts/Activity Centers** (Revised 7/25/01 - Ord. 01-57)

1. Rural Cluster Center (RCC): The purpose of the RCC district is to provide locations in the rural area for the placement of retail and service establishments to accommodate the daily shopping needs of rural residents. The RCC district permits commercial and office uses at an intensity and scale necessary to provide the immediate rural population with retail and personal services, agricultural support uses, and community facilities.
2. Convenience Center (CC): The purpose of the CC district is to provide for the convenience shopping needs of residents within an immediate surrounding area. The CC district permits non-residential uses such as offices, convenience stores, gas stations, dry cleaners and community facilities.
3. Neighborhood Activity Center (NAC): The purpose of the NAC district is to provide for the daily shopping needs of residents within neighborhoods surrounding the center. The NAC district non-residential uses such as offices, grocery stores, drug stores banks and community facilities.
4. Community Activity Center (CAC): The purpose of the CAC district is to provide for shopping needs of residents living within a surrounding community. The CAC district permits special residential development, non-residential uses such as offices, department stores, supermarkets, restaurants and community facilities.
5. Regional Activity Center (RAC): The purpose of the RAC district is to provide for the regional shopping needs of residents. The RAC district permits special residential development, regional shopping centers, other regional attractors and community facilities.
6. ~~Office Center (OC): The purpose of the OC district is to provide areas for small offices. The OC district permits professional offices and some retail uses. All development within the OC requires a Level 3 Review.~~

C. **Other Standard Land Use Districts** (Revised: 3/18/14 - Ord. 14-015; 7/29/02 - Ord. 02-51)

1. Linear Commercial Corridor (LCC): The purpose of the LCC district is to recognize existing linear concentrations of commercial, office, institutional, and industrial uses along roadways.
2. Business Park Center-1 (BPC-1): The purpose of the BPC-1 district is to provide areas for office and business park development. The BPC-1 district permits office, research and development parks, distribution centers and wholesaling activities. Some retail uses are also permitted to support the businesses and activities within the Business Park Center.
3. Business Park Center-2 (BPC-2): The purpose of the BPC-2 district is to provide areas for light-industrial activities. The BPC-2 district permits light manufacturing, fabrication, assembly, distribution and wholesaling activities, and some retail uses to support the businesses and activities within the Business Park Center.
4. Commercial Enclave (CE): The purpose of the CE district is to recognize existing concentrations of commercial and office uses located outside of Activity Centers

and Linear Commercial Corridors, whose future development or redevelopment is consistent with the Polk County Comprehensive Plan.

5. High-Impact Commercial Center (HIC): The purpose of the HIC district is to provide areas for non-retail businesses and service establishments that may generate substantial truck traffic, noise, odor, and visual impacts to adjacent properties. The HIC district permits a range of non-residential service establishments and general retail uses to support the businesses and activities.
6. Industrial (IND): The purpose of the IND district is to provide areas for general manufacturing, processing, and distribution of goods. General commercial uses necessary to support the industrial area are also permitted.
7. Phosphate Mining (PM): The purpose of the PM district is to provide areas for phosphate mining operations, phosphate mining support facilities, and other uses that are compatible with and related to phosphate mining and its allied uses.
8. Leisure/Recreation (L/R): The purpose of the L/R district is to provide for facilities and areas oriented primarily towards providing recreation-related services for residents and short-term visitors.
9. Institutional-1 (INST-1): the purpose of the INST-1 district is to provide for the use and development of lands for private and public service structures with minimal external impacts such as elementary and middle schools, government facilities, cultural facilities, hospitals, and Class I and Class II utilities.
10. Institutional-2 (INST-2): the purpose of the INST-2 district is to provide for the use and development of lands for private and public service structures which are characterized primarily by outdoor activities such as high schools, government vehicle maintenance facilities, Class III utilities, solid waste management facilities, and prisons.
11. Recreation and Open Space (ROS): The purpose of the ROS district is to provide for the use and development of lands and areas which are accessible to the public, and which are oriented towards providing recreational activities and services for County residents and visitors.
12. Preservation Areas (PRESV): The purpose of the PRESV district is to provide for the preservation of public or privately owned preservation areas, either obtained for long-term protective purposes, containing sensitive and unique vegetative or animal habitats, or publicly accessible property intended for long-term open space purposes.
13. Tourism-Commercial Center (TCC): The purpose of the TCC district is to provide areas for tourism activities, recreation, and tourist-related commercial establishments. The TCC district permits commercial amusement activities, lodging facilities, service stations, restaurants, gift shops and ancillary non-residential uses to the tourism industry.
14. Office Center (OC): The purpose of the OC district is to provide areas for small offices. The OC district has professional and medical offices, clinics, personal services and limited low volume retail and service uses.

SECTION 3: Chapter 2, Section 205, Table 2.1, Use Table for Standard Land Use Districts of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to change the use table for the Office Center (OC) Future Land Use Map category in the following manner:

Multi-family – not permitted
Agricultural, Off-site – change from C3 to C2 conditional use
Funeral Home and Related Facilities – add C3 conditional use
Government Facility - change from C3 to C2 conditional use
Hospitals – not permitted
Research and Development - change from C3 to C2 conditional use
Restaurant, Sit-down/Take out – add C2 conditional use
Retail 10,000 – 34,999 sq. ft. – not permitted
Retail, Less than 10,000 sq. ft - change from C3 to C2 conditional use
School, Leisure/Special Interest - add C2 conditional use

SECTION 4: Chapter 3, Conditional Uses, Section 303, Criteria for Conditional Uses, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to change the following sub-sections:

Section 303 - Criteria for Conditional Uses

The following land uses are conditional uses and are arranged in alphabetical order for presentation purposes.

…

Agricultural Support Activities, Off-site (Revised 01/30/03 - Ord. 03-14)

1. Within the RS and RCC-R districts, approval of an off-site agricultural support activity shall not impede the orderly development of the surrounding area for residential uses.
2. For all proposed off-site agricultural support facilities, the applicant shall demonstrate a need for the agricultural support facility to be located in the proposed area, and that the proposed agricultural support facility is limited to an intensity and scale necessary to provide support services to agricultural uses within the general support service area.
3. Within OC districts (including OCX), agricultural support activity shall be limited to farm offices.

…

Childcare Center

In addition to the applicable district regulations in Table 2.2, the following standards shall apply:

1. Childcare centers with a licensed capacity of more than 25 children shall not have direct access to a local residential street.
2. A drop-off/pick-up area shall be designated to provide a one-way traffic circulation pattern on the site.
3. There shall be a minimum of 45 square feet of usable, safe outdoor play area per child.

Play area shall be calculated at the rate of 45 square feet per child in any group using the play area at one time. A minimum play area shall be provided for one half of the licensed capacity of the childcare center.

4. The outdoor play area shall be fenced to a minimum height of four feet for childcare centers with a licensed capacity of 25 or fewer children. Those centers with a licensed capacity of more than 25 children shall provide a minimum five foot high fence around the outdoor play area.
5. Development and operation of a childcare center shall conform to the standards contained in the Polk County Child Care Center Regulation (Ord. 87-03, as amended), and all applicable state licensing requirements.
6. Within OC districts (including OCX), childcare centers may be no more than 10% of an office building or 10% of the total building square footage of an office park.

…

Financial Institutions

In addition to the applicable district regulations in Table 2.2, the following standards shall apply:

1. Drive-thrus are not permitted in Office Center (OC) districts.

…

Governmental Facility (Revised 03/19/08 - Ord. 08-005; 06/08/04 Ord. 03-94)

In addition to the applicable district regulations these requirements apply ~~to all new development~~:

1. At a minimum, a visual buffer equal to a Type B buffer (see Section 720) shall be provided between the facility and adjacent residential properties and public roads.
2. All access points shall have at a minimum 50 feet of road frontage and be located on a local commercial or collector road meeting County standards.
3. All structures in residential districts shall be constructed in character with the adjacent neighborhood.
4. All structures in residential districts shall limit any on-site lighting in character with adjacent neighborhoods.
5. Government facilities shall be limited to government offices in Office Center (OC) (including OCX) districts.

…

Research and Development (Revised 5/1/18 - Ord. 18-025; 4/4/02 - Ord. 02-17)

In addition to the applicable district regulations these requirements apply ~~to all new development~~:

~~1. Within existing BPC and IND land use districts~~
   ~~a. All proposed uses and structures shall support the surrounding facilities.~~
   ~~b. All structures shall not exceed fifteen percent of the existing BPC or IND land use.~~
~~2. All structures shall connect to water and sewer facilities.~~
~~3. Research and Development may be permitted within the LCC district as infill when there is an existing Research and Development use on at least two sides of the subject site.~~

~~Additionally, all development within the LCC district shall comply with Section 205 H. of this Code as applicable.~~

1. All activity shall be conducted within enclosed structures in BPC and OC (including BPCX and OCX) districts.

…

Restaurant, Sit-down/Take-out (Revised 11/16/10 - Ord. 10-079; 4/4/02 - Ord. 02-17)

In addition to all applicable regulations the following standards shall apply:

1. Within existing BPC and IND land use districts:
   a. All proposed uses and structures shall support the surrounding facilities.
   b. All structures shall not exceed fifteen percent of the existing developed BPC or IND land use, and the restaurant is an accessory use that supports an existing BPC or IND use.
2. All structures shall connect to water and sewer facilities.
3. All on-site garbage collection facilities shall be screened from any adjacent property.
4. Within OC districts (including OCX), Restaurant, Sit-down/Take-out uses shall comprise no more than ~~20~~ 10 percent of ~~the overall district~~ an Office Park.

…

School, Leisure/Special Interest (Revised 08/05/2014 - Ord. 14-045;12/28/01 - Ord. 01-92)

In addition to the applicable district regulations these requirements shall apply ~~to all new and existing developments proposing to add a leisure/Special Interest School~~:

1. In residential districts, leisure/special interest schools shall be accessory to multi-family developments limited to no illuminated signage and placed in a location subordinate and incidental to the development such as a clubhouse, community room, meeting place or recreational facility.
2. In residential districts, leisure/special interest schools shall be considered home occupations (See Section 206 E., Accessory Uses) if instruction is provided within an occupied residence and for no more than four (4) pupils at a time. Otherwise, a Level 3 Review shall be required.
3. In non-commercial districts hours of operation shall be limited on a case by case basis.
4. There shall be at a minimum 50 feet road frontage, and all access points shall be on a collector road or better if use generates 50 or more Average Annual Daily Trips (AADT). If the Leisure/Special Interest School generates more than 50 AADT based on the Institute of Traffic Engineers (ITE) Rate-Land Use Code, the applicant has the option to provide a detailed study demonstrating that a lower trip generation rate can be achieved. The methodology shall be subject to approval by the Polk Transportation Planning Organization (TPO) and follow the guidelines as set forth in Appendix "C" of this Code.
5. All proposed parking facilities shall be setback at least 25 feet from adjacent residential property.
6. Overflow parking shall be provided if performances are given within the facility; however, design and composition may be based on the frequency of events, location and character of the surrounding area.

7. All activity shall be conducted within enclosed structures in Office Center (OC) districts (including OCX).

School, Technical/Vocational/Trade & Training (Revised 04/13/05 - Ord. 05-01; 12/28/01 - Ord. 01-92)

In addition to the applicable district regulations, the following standards shall apply:

1. The classes shall be located where the applicable activity being taught is permitted. (e.g., a trade school with instruction in machinery repair shall only be allowed where machinery repair is permitted); and
2. Outdoor activity shall provide a minimum Type B Buffer between abutting residential districts.
3. Applicants for schools proposed in A/RR Districts Shall provide adequate and sufficient justification to demonstrate why a specific location is necessary as it pertains to the instruction provided.
4. Facilities incorporating uses that emit excessive noise, light, odor, dust, gas, or vibration shall be adequately buffered and setback from property lines in order to mitigate offsite disturbances or nuisance.
5. All activity shall be conducted within enclosed structures in Office Center (OC) districts (including OCX).

~~**School, Training** (Revised 04/13/05 - Ord. 05-01; 12/28/01 - Ord. 01-92)~~

~~In addition to the applicable district regulations, the following standards shall apply:~~

~~1. The classes shall be located where the applicable activity being taught is permitted (e.g., truck driving school shall be allowed in the districts where motor freight terminals are permitted); and~~
~~2. Outdoor activity shall provide a minimum Type B buffer between abutting residential districts.~~
~~3. Applicants for schools proposed in A/RR Districts Shall provide adequate and sufficient justification to demonstrate why a specific location is necessary as it pertains to the instruction provided.~~
~~4. Facilities incorporating uses that emit excessive noise, light, odor, dust, gas, or vibration shall be adequately buffered and setback from property lines in order to mitigate offsite disturbances or nuisance.~~

…

Veterinary Service (Rev 8/15/07 - Ord. 07-44; 01/30/03 - Ord. 03-14)

In addition to the applicable district regulations ~~in Table 2.2~~, the following standards shall apply:

1. All new veterinary service facilities shall be adjoining the right-of-way of an arterial or paved collector road.
2. All new facilities shall be located no closer than 25 feet from any property boundary adjacent to residential districts (RL, RM, RH, RS, RCC-R).
3. In Office Center (OC) districts, veterinary services shall be limited to stand-alone structures that are separated a minimum of 25 feet from the property lines as well as another structure on site.
4. In OC districts, veterinary services shall be limited to animals of less than 200 pounds of

weight.

5. In OC districts, veterinary services shall require a Level 3 Review if any structure is within 120 feet of a residential structure.

6. All activity shall be conducted within enclosed structures in Office Center (OC) districts (including OCX).

…

SECTION 5: Chapter 4, Section 401.02, Table 4.3, Use Table for Standard Land Use Districts for the **Ronald Reagan Selected Area Plan**, Polk County Ordinance No. 00-09, as amended, is hereby amended to change the use table for the Office Center (OC) Future Land Use Map category in the following manner:

Multi-family – not permitted
Funeral Home and Related Facilities – change from C3 to C2 conditional use
Government Facility - change from C3 to C2 conditional use
Hospitals – not permitted
Recreation & Amusement Intensive – not permitted
Restaurant, Sit-down/Take out – add C2 conditional use
Retail 5,000 – 34,999 sq. ft. – not permitted
Retail, Less than 5,000 sq. ft - change from C3 to C2 conditional use
School, Leisure/Special Interest - change from C3 to C2 conditional use

SECTION 6: Chapter 4, Section 401.03, Table 4.8, Use Table for **U.S. 27 Selected Area Plan** Land Use Districts, Polk County Ordinance No. 00-09, as amended, is hereby amended to change the use table for the Office Center (OC) Future Land Use Map category in the following manner:

Multi-family – not permitted
Childcare Center – change from C3 to C2 conditional use
Emergency Shelter, Large (15 more residents) – not permitted
Financial Institution – change from permitted to C1 conditional use
Government Facility - change from C3 to C2 conditional use
Research and Development - change from C3 to C2 conditional use
Retail 5,000 – 34,999 sq. ft. – not permitted

SECTION 7: Chapter 4, Section 401.04, Table 4.12, Allowable Uses for **US Highway 98 SAP**, Polk County Ordinance No. 00-09, as amended, is hereby amended to change the use table for the Office Center (OC) Future Land Use Map category in the following manner:

Agricultural, Off-site – change from C3 to C2 conditional use
Childcare Center – change from C3 to C2 conditional use
Funeral Home and Related Facilities – add C3 conditional use
Government Facility - change from C3 to C2 conditional use
Printing and Publishing - change from C3 to C2 conditional use
Research and Development - change from C3 to C2 conditional use
Retail 5,000 – 34,999 sq. ft. – not permitted
Retail, Less than 5,000 sq. ft - change from C3 to C2 conditional use
School, Leisure/Special Interest - change from C3 to C2 conditional use
School, Technical/Vocational/Trade & Training - add C2 conditional use

SECTION 8: Chapter 4, Section 401.08, Table 401.08.01 Use Table for SE Polk SAP, Polk County Ordinance No. 00-09, as amended, is hereby amended to change the use table for the Office Center (OC) Future Land Use Map category in the following manner:

Multi Family (5 units or more per building) – not permitted
Agricultural, Off-site – change from C3 to C2 conditional use
Funeral Home and Related Facilities – add C3 conditional use
Government Facility - change from C3 to C2 conditional use
Recreation & Amusement, General – not permitted
Research and Development - change from C3 to C2 conditional use
Restaurant, Sit-down/Take out – add C2 conditional use
Retail 5,000 – 34,999 sq. ft. – not permitted
Retail, Less than 5,000 sq. ft - change from C3 to C2 conditional use
School, Leisure/Special Interest - add C2 conditional use

SECTION 9: SEVERABILITY

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

SECTION 10: EFFECTIVE DATE

This ordinance shall become effective upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA this _____ day of _____, 2026.

Polk County

Board of County Commissioners

Agenda Item N.3. 6/16/2026

SUBJECT

Public Hearing (LDCPAS-2025-36 Hwy 540A OCX CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change Future Land Use Map designation from Residential Suburban-X (RSX) to Office Center-X (OCX) on 1.35± acres.

DESCRIPTION

This is an applicant-initiated request for property located on the north side of Hwy 540A east of Strickland Avenue, west of Crews Lake Road and south of Clubhouse Road, southeast of the City of Lakeland and northwest of the City of Bartow, in Section 14, Township 29, Range 24. State law requires one Planning Commission hearing, which was held June 3, 2026, with a recommendation for approval (7:0).

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Robert Bolton

Planner III

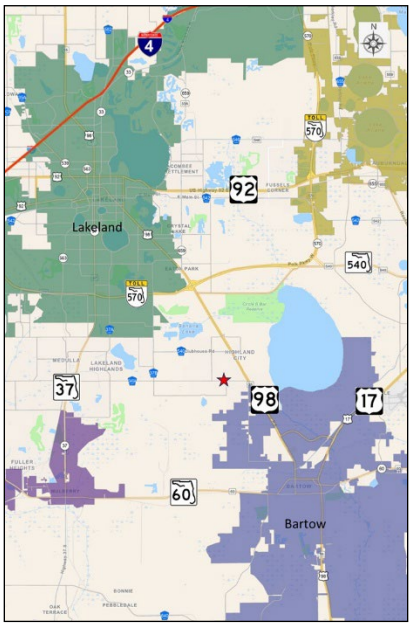
Land Development

(863) 534-6468

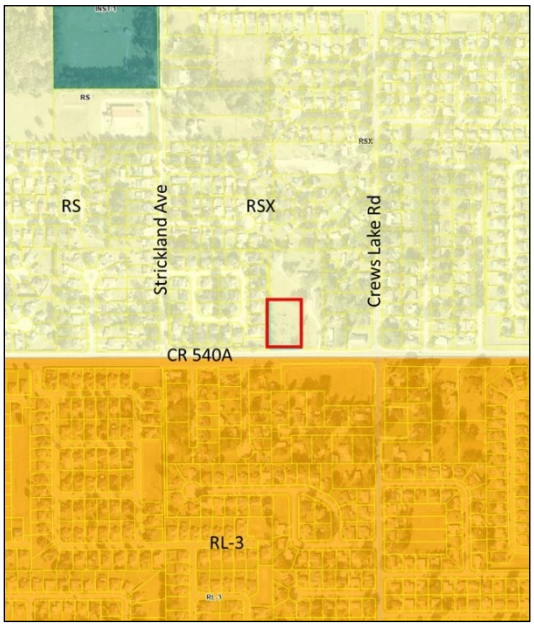
robertbolton@polkfl.gov <mailto:robertbolton@polkfl.gov>

POLK COUNTY DEVELOPMENT REVIEW COMMITTEE STAFF REPORT

DRC Date:	February 26, 2026
Planning Commission Date:	June 6, 2026
BoCC Dates:	June 16, 2026
Applicant:	Tim Campbell, Clark, Campbell, Lancaster, Workman, & Airth, P.A.
Level of Review:	Level 4 Review, Comprehensive Plan Map Amendment
Case Number and Name:	LDCPAS-2025-36 Hwy 540A OCX CPA
Request:	Small Scale Comprehensive Plan map amendment from Residential Suburban-X (RSX) to Office Center-X (OCX) on 1.35± acres in the Suburban Development Area (SDA).
Location:	The site is located on the north side of Hwy 540A east of Strickland Avenue, west of Crews Lake Road and south of Clubhouse Road, southeast of the City of Lakeland and northwest of the City of Bartow, in Section 14, Township 29, Range 24
Property Owner:	IT Land Investments LLC
Parcel Size:	1.35± acres (242914-282500-006006)
Development Area/Overlays:	Suburban Development Area (SDA) in the US 98 Selected Aria Plan (SAP)
Future Land Use:	Residential Suburban-X (RSX)
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-2026-36) to change the Future Land Use Designation from Residential Suburban-X (RSX) to Office Center-X (OCX) on 1.35± acres in the Suburban Development Area (SDA) and in the US 98 Selected Area Plan (SAP). The site is located on the north side of CR 540A (Central Barn Road), approximately 0.85 feet on the north side of CR 540A (Central Barn Road), approximately 0.85 miles west of US Highway 98 S (Bartow Highway) southeast of the City of Lakeland, in Section 14, Township 29, Range 24.

Compatibility Summary

The site is located on the north side of CR 540A (Central Barn Road), approximately 0.85 mile west of the intersection with US Highway 98. Approximately 15 years ago CR 540A was improved and expanded from a two-lane road to the current four-lane divided Urban Collector. The subject site is adjacent to an existing religious institution constructed in 2006. The primary non-residential support areas for the area are located at the intersections with US Highway 98 and at the intersection with Lakeland Highlands Road. The primary non-residential uses along CR 540A in this area are several different religious institutions, including the one adjacent to the site, and two (2) Office Center (OC). Non-residential development would have to meet all buffering and compatibility setbacks of the Land Development Code. The intended use is for a professional office which would require a Type B landscape buffer and a 50-foot compatibility setback from the residential district to the west. The requested Office Center Future Land Use requested will allow for the site to be developed with a professional office building that is a compatible use within an area that has a high concentration of residential development fronting a four-lane divided Urban Collector road.

Infrastructure and Urban Services Summary

The subject site fronts and will have access to CR 540A. 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. The subject site is located within the City of Lakeland water and wastewater serve 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 in the area. 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 site is not located within the Potential Network Connections area of the Polk Green District Comprehensive Plan Map Series. The project site is not located within an Airport Impact District and is not associated with any historical or archeological sites.

Comprehensive Plan Policies Considered

- Section 2.102 – General Growth Management policies
- Section 2.106 – Suburban Development Areas (SDA) policies
- Section 2.113 – Office 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-X (RSX) to Office Center-X (OCX) in the Suburban Growth Area (SGA) on 1.35± acres.

- The site is located on the north side of CR 540A (Central Barn Road), a four-lane divided Urban Collector road.

- The subject site is within the City of Lakeland's Utility Service Area for potable water and wastewater.

- There are sidewalks along the north and south sides of the entirety of Katheen Road from US Highway 98 (Bartow Highway) to the east to Highway 39 (S. Florida Avenue) to the west.

- LDCPAL-2026-1 was transmitted to Florida Commerce on April 21, 2026 by the Board of County Commissioners to amend the Location Criteria for Office Center (Policy 2.113-C3) to allow isolated Office Center (OC) designations when adjacent to legally established non-residential uses. The Adoption Hearing is scheduled for June 2, 2026.

Compatibility

- The subject's surrounding uses are as follows:
  - North – RSX, Church
  - East – RSX, Church, church access
  - South – RL3, Polk County Stormwater & Residential Subdivision
  - West – RL3, Residential Subdivision

- The site is located on the north side of CR 540A (Central Barn Road), a four-lane divided Urban Collector road.

- Adjacent to the north and east is a religious institutional use offices are considered a transitional use between residential use and non-residential uses (Section 2.125-C).

- The Land Development Code Development Standards sets conditions for buffering and compatibility setbacks for the residential district to the west.

- The south side of CR 540A (Central Barn Road) is a County stormwater pond for CR 540A (Central Barn Road), and residential developments.

Infrastructure

- The zoned schools for the site are Highland City Elementary, Bartow Middle School, and Bartow High School.

- First responder Fire and EMS response is from Polk County Fire Rescue Station 28, 4101 Clubhouse Road, Lakeland with a travel distance of 1.5+/- miles and an anticipated average response time of six (6) to eight (8) minutes.

- The subject site is within the Southwest District Commend Area for the Sheriff's office which is located at 4120 US 98 South, Lakeland.

- The subject site is within the City of Lakeland's Utility Service Area for potable water and wastewater.

- There are sidewalks along the north and south sides of the entirety of CR 540A (Central Barn Road) from US Highway 98 (Bartow Highway) to the east to Highway 37 (S. Florida Avenue) to the west.

- CR 540A (Central Barn Road), a four-lane divided urban collector that connects US 98 (Bartow Highway) on the east to US 37 (South Florida Avenue) to the west.

- CR 540A (Central Barn Road) between US 98 and Yarborough Lane has a PCI condition rating that ranges between Poor and Fair. 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 Silver Line Express, Stop 701, approximately 1 mile east on US Highway 98 (Bartow Highway).

- The nearest park to the site is Highland City Park. The closest environmental site is the Circle B Bar Reserve.

Environmental

- The area is relatively flat with the highest points located along the northwest border at an elevation of approximately 292 feet, with the lowest parts of the property located along the southern boundary, fronting Hwy 540A with an elevation of approximately 124 feet.

- There are no wetlands or floodplains on the subject site.

- 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.

- Approximately 2.75 miles west of the site, on the north side of the CR 540A (Central Barn Road) is a 99± acre Conservation Easement recorded in a portion of the W F Hallam & Co's Club Colony Tract, OR Book 4149, Page 0792.

- 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 0.14 mile south 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 2.106-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within the Suburban Development Areas:
  a. ACTIVITY CENTERS: Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and High-Impact Commercial Centers shall be permitted within SDAs in accordance with applicable criteria.
  b. RESIDENTIAL: Residential-Suburban.
  c. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers. Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, and Preservation.

  Note: Some land use categories are only allowed in adopted Selected Area Plans, special areas or neighborhood plans as specified in Section 2.109.

- POLICY 2.106-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;
  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;
  c. incorporate design features that promote healthy communities, green building practices, conservation development principles, and other initiatives consistent with Section 2.1251 - Community Design, of this element;
  d. provide access to civic space, parks, green areas, and open space and other amenities;
  e. be supported by public safety (i.e., fire, EMS and law enforcement);
  f. have access to elementary schools;
  g. encourage connectivity between uses within the SDA, and between the SDA and other urban centers and the rural development areas; and
  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.

- POLICY 2.113-C3: LOCATION CRITERIA - The establishment of a new Office Center designation shall be located according to the following:
  a. at the intersection of a local and collector/arterial road, or at the intersection of two collector roads; or at the intersection of two arterial roads; or
  b. Along a collector or arterial roadway adjacent to an existing developed or undeveloped Activity Center, Commercial Enclave; Linear Commercial Corridor, Rural Cluster Center, Tourist Commercial Center, High Impact Center, Business Park Center, Industrial, Institution, Employment Center, Mixed Use, Professional Institutional, Interchange Activity Center, and Town Center; or
  c. Adjacent to existing legally established non-residential development;

d. When considering the establishment of a new Office Center designation or the expansion of an existing Office Center consideration shall be given to the following:
   1. maximizing access to a collector or arterial road and to the guidelines outlined in Policy 2.404-A1.~~;~~
   2. minimize the routing of office traffic through residential areas;
   3. The amount of existing office uses within a two mile radius.

- POLICY 2.113-C4: DEVELOPMENT CRITERIA - Development within an Office Center shall conform to the following criteria:
  a. Development in Office Centers shall have frontage on, or direct access to, a collector or arterial roadway, or a frontage road or service drive which directly serves these roadways. Development within Office Centers shall incorporate the use of frontage roads or shared ingress/egress facilities wherever practical;
  b. 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;
  c. Buffering shall be provided where the effects of lighting, noise, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc. are examples of facilities which may require special buffering provisions; and
  d. Retail uses within an Office Center shall not exceed ten (10) percent of the total land area of the Office Center as the OC is meant for professional employment and personal service businesses.

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-2025-36.**

Planning Commission Decision: On May 6, 2026, in an advertised public hearing, the Planning Commission voted 7:0 to **recommend APPROVAL of LDCPAS-2025-36.**

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 RSX Residential Subdivision Strickland Manor	**N** RSX Church Iglesia Bautista La Promesa	**NE** RSX Church Iglesia Bautista La Promesa
W RSX Residential Subdivision SunnyWood	**Subject Property** RSX Vacant	**E** RSX Church Iglesia Bautista La Promesa
SW RL-3 Residential Subdivision	**S** RL-3 Polk County Stormwater & Residential Subdivision	**SE** RL-3 Polk County Stormwater & Residential Subdivision

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 subject site is 1.36± acres in the Residential Suburban-X (RSX) Future Land Use (FLU) requesting a change to Office Center-X (OCX). The site is located on the north side of CR 540A (Central Barn Road), approximately 0.85 mile west of the intersection with US Highway 98. Over the past 25+ years the CR 540A area has been experiencing continuous residential growth with limited non-residential development. Approximately 15 years ago CR 540A was improved and expanded from a two-lane road to the current four-lane divided Urban Collector. The primary non-

residential support uses for the area are located at the intersections with US Highway 98 and at the intersection with Lakeland Highlands Road. The primary non-residential uses along CR 540A in this area are several different religious institutions, including the one adjacent to the site. There are two (2) Office Center (OC) Land Use districts in this area. One of the OC's is part of a larger residential parcel and represents the road frontage for this residence and is not developed. The other is located near the Valleyview Elementary School and is fully built out and operated as a hair salon. The Office Center-X (OCX) Future Land Use district allows for a limited range of commercial type of uses, See Exhibit 7 for a full list of uses. The site fronts and will only have access to CR 540A. Non-residential development would have to meet all buffering and compatibility setbacks of the Land Development Code. The intended use is for a professional office which would require a Type B landscape buffer and a 50-foot compatibility setback from the residential district to the west. This area has been a very consistent growth markets within Polk County. The requested Office Center Future Land Use requested will allow for the site to be developed with a professional office building that is a compatible use within an area that has a high concentration of residential development fronting a four-lane divided Urban Collector road.

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 subject site has access to and availability of the infrastructure 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 Highland City Elementary, Bartow Middle School, and Bartow Senior High. The requested Office Center-X (OCX) is intended for non-residential development and is not intended for residential development. Residential development within the OC 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
Highland City Elementary	**0 students**	**75%**	**1.2± miles**
Bartow Middle School	**0 students**	**79%**	**6.6± miles**
Bartow Senior High	**0 students**	**66%**	**6.1± 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	**Southwest District Command** (4120 US 98 South., Lakeland)	Priority 1 – 8:58 min Priority 2 – 22:54 min
Fire/EMS	**Polk County Fire Rescue Station 28** 4101 Clubhouse Rd, Lakeland	1.5 ± miles / 6-8 min

*Source: Polk County Sheriff's Office and Public Safety. Response times for April 2026. *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 RSX	Maximum Permitted in Proposed OCX
1.35± acres RL	1.35± acres RS X 5du = 6 du	1.35± acres (58,806 sf) X 0.30 FAR = 17,642 sf
Potable Water Consumption	6 du X 250 gpd = **1,500 GPD**	17,642 sf X 0.25 = **4,411 GPD**
Wastewater Generation	6 du X 200 gpd = **1,200 GPD**	4,411 GPD X 80% = **3529 GPD**

B. Service Provider:
The subject site is located in the City of Lakeland Service Area for water and wastewater. There is a 6" potable water main on the north side of CR 540A. The City of Lakeland has not responded with wastewater availability or capacity for potable water.

C. Available Capacity:
At this time, the City of Lakeland has not responded with potable water and wastewater availability and capacity.

Roadways/Transportation Network:

A. Estimated Demand:
Table 5 following this paragraph shows the Average Annual Daily Trip (AADT) rate and the RSX Peak hour trip rate. The proposed Future Land Use designation change to OCX, 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 RSX	Maximum Permitted in Proposed OCX
1.35± acres RL	1.35± acres RS X 5du = 6 du	1.35± acres (58,806 sf) X 0.30 FAR = 17,642 sf
Average Annual Daily Trips (AADT)	6 du X 7.81 AADT = **47 Trips**	17.642 X 6.74 AADT X 92% **119 Trips**
PM Peak Hour Trips	6 du X 1.00 AADT = 6 **Trips**	17.642 X 1.18 AADT X 92% = **21 Trips**

Source: Concurrency Manual: Single-family @ 7.81 AADT per du and 1.00 AADT PM Peak Hour, OC @ General Office 7.83 AADT per 1,000 sf, 1.18 AADT per 1,000 sf PM Peak Hour,

B. Available Capacity:
Table 6, following this paragraph, displays the available capacity for CR 540A (Central Barn Road). It is anticipated that CR 540A (Central Barn Road) will have sufficient capacity for maximum buildout.

Table 6: Roadway Link Concurrency

Link #	Road Name	Lane Type*	Current LOS	Available Peak Hour Capacity	Minimum LOS Standard	Project 5 Year LOS
4162W	CR 540A (Central Barn Road)	4D*	C	759	D	C
4162E	CR 37B (Lakeland Highlands) to US 98	UC		759		

*Source: Polk County Transportation Planning Organization, 2025 Roadway Network Database January 2025. *4D means four-lane divided, UC means Urban Collector*

C. Roadway Conditions:

CR 540A (Central Barn Road), a four-lane divided urban collector that connects US 98 (Bartow Highway) on the east to US 37 (South Florida Avenue) to the west, an approximate six-mile stretch. Within the subject site's location, the road has a 90-foot right-of-way width and pavement width of 70 feet without shoulders. There are sidewalks on both sides of the road east and west of the site. CR 540A (Central Barn Road) between US 98 and Yarborough Lane has a PCI condition rating that ranges between Poor and Fair.

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 north and south sides of the entirety of CR 540A (Central Barn Road) from US Highway 98 (Bartow Highway) to the east to Highway 39 (S. Florida Avenue) to the west.

E. Planned Improvements:
There are no road improvements currently planned for this area.

F. Mass Transit:
The nearest Citrus Connection route is the Silver Line Express, Stop 701, approximately 1 mile east on US Highway 98 (Bartow Highway).

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 northwest border at an elevation of approximately 292 feet, with the lowest parts of the property located along the southern boundary, fronting Hwy 540A with an elevation of approximately 124 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 one (1) soil type: Candler 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
Candler sand, 0 to 5 percent slopes	Slight	Slight	100+/-%
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 District is approximately 0.14 miles south 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 be required to 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 2.75 miles west of the site, on the north side of the CR 540A (Central Barn Road) is a 99± acre Conservation Easement recorded in a portion of the W F Hallam & Co's Club Colony Tract, OR Book 4149, Page 0792.

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 parks are Fort Frasier Trail, Highland City Park, and Highland City Senior Field. The closest environmental site is the Circle B Bar Reserve.

A. Location:
Highland City Park is located at 3930 Ball Park Road, Lakeland, approximately 1.1 miles north of the site. Fort Frasier Trail runs along the east side of US 98 between Bartow and SR 540 (Winter Lake Road).

B. Services:
All of the parks current hours of operation are from 5 a.m. to 10 p.m. Fort Frasier Trail offers approximately 8 mile of walking/ bicycling trails that connect Bartow and the Circle B Bar Reserve. Highland City Park offers basketball courts, pavilions, picnic tables, playground, sports leagues and rest rooms. Highland City Senior Field offers baseball fields, and leagues, softball fields and picnic tables.

C. Multiuse Trails:
The closest free hiking trails are the Fort Frasier Trail and the Circle B Bar Reserve.

D. Environmental Lands:
The Circle B Bar Reserve is located west of Lakeland and is comprised 0f 1,267 acres of natural Florida lands and wetland with walking trails, cycling, nature center, picnic areas, restrooms and wildlife viewing.

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: 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.	Adjacent to the north and east is a religious use property, providing scaling and a stepdown to the residential us to the north and east. Adjacent to the west is a residential development that the Land Development Code provides both buffering and compatibility setbacks that would be meet for development. To the south is a four-lane divided Urban Collector road and a stormwater retention pond for CR 540A.
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 fronts the northern side of CR 540A a four-lane Urban Collector road. The site size is 1.35± acres and is not suitable for RS residential development, fronting an Urban Collector road.
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 OCX within an area with very little remaining vacant land. There are only two (2) non-residential Land Use districts between US 98 and Lakeland Highlands Road.
Policy 2.102-A10: Location Criteria - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area: a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided, b. nearness to agriculture-production areas; c. distance from populated areas; d. economic issues, such as minimum population support and market-area radius (where applicable);e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to: 1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways; 2. sanitary sewer and potable water service; 3. storm-water management; 4. solid	

Comprehensive Plan Policy	Consistency Analysis
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 2.113-C3: LOCATION CRITERIA - The establishment of a new Office Center designation shall be located according to the following: a. at the intersection of a local and collector/arterial road, or at the intersection of two collector roads; or at the intersection of two arterial roads; or b. Along a collector or arterial roadway adjacent to an existing developed or undeveloped Activity Center, Commercial Enclave; Linear Commercial Corridor, Rural Cluster Center, Tourist Commercial Center, High Impact Center, Business Park Center, Industrial, Institution, Employment Center, Mixed Use, Professional Institutional, Interchange Activity Center, and Town Center; or c. Adjacent to existing legally established non-residential development; d. When considering the establishment of a new Office Center designation or the expansion of an existing Office Center consideration shall be given to the following: 1. maximizing access to a collector or arterial road and to the guidelines outlined in Policy 2.404-A1.~~;~~ ~~2.~~ minimize the routing of office traffic through residential areas; 3. The amount of existing office uses within a two mile radius.	The requested OC has frontage along a collector road adjacent to an existing developed existing legally established non-residential development to the north and east of the site.

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.

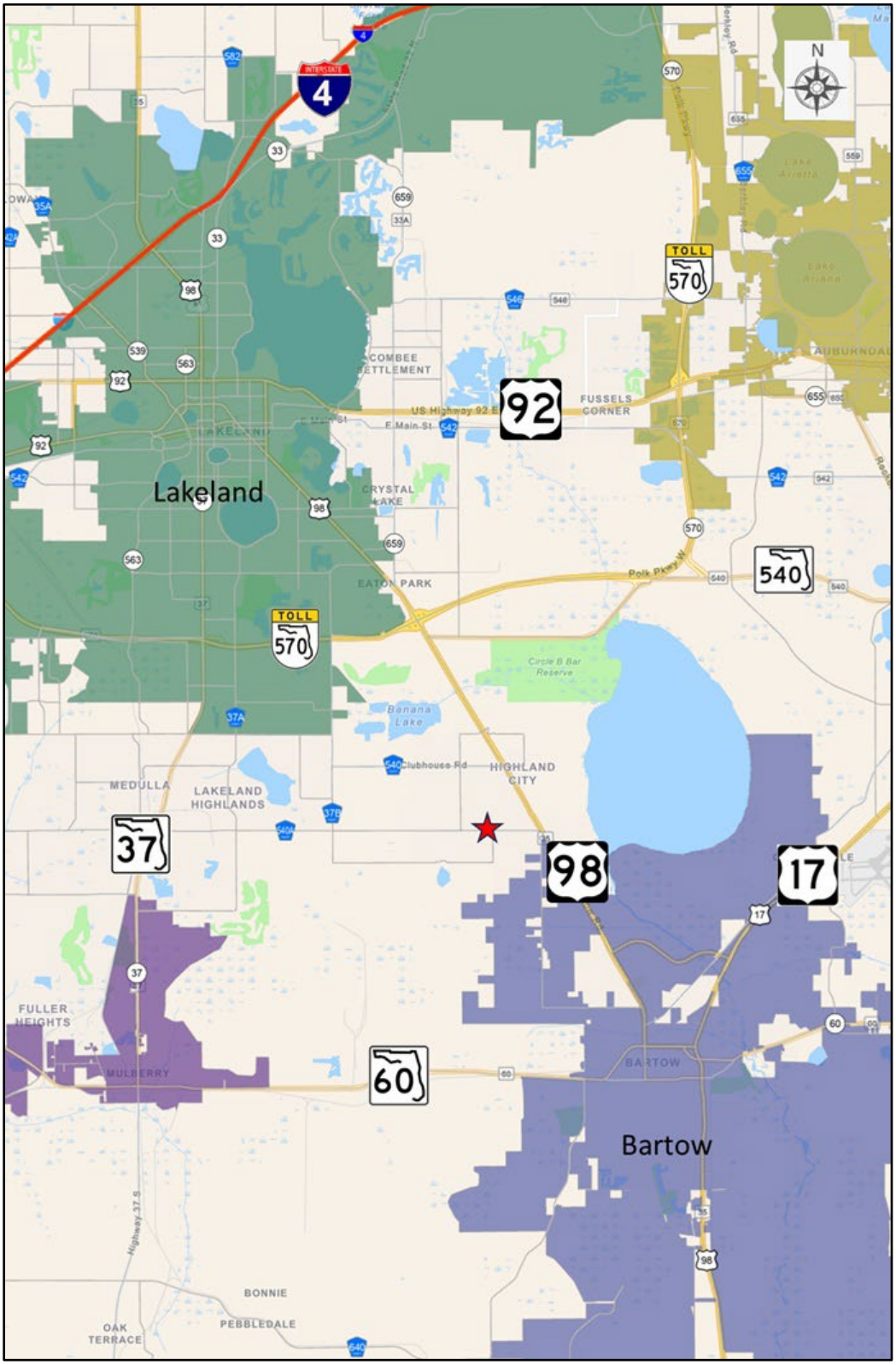
Table 7: Urban Sprawl Criteria

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.	

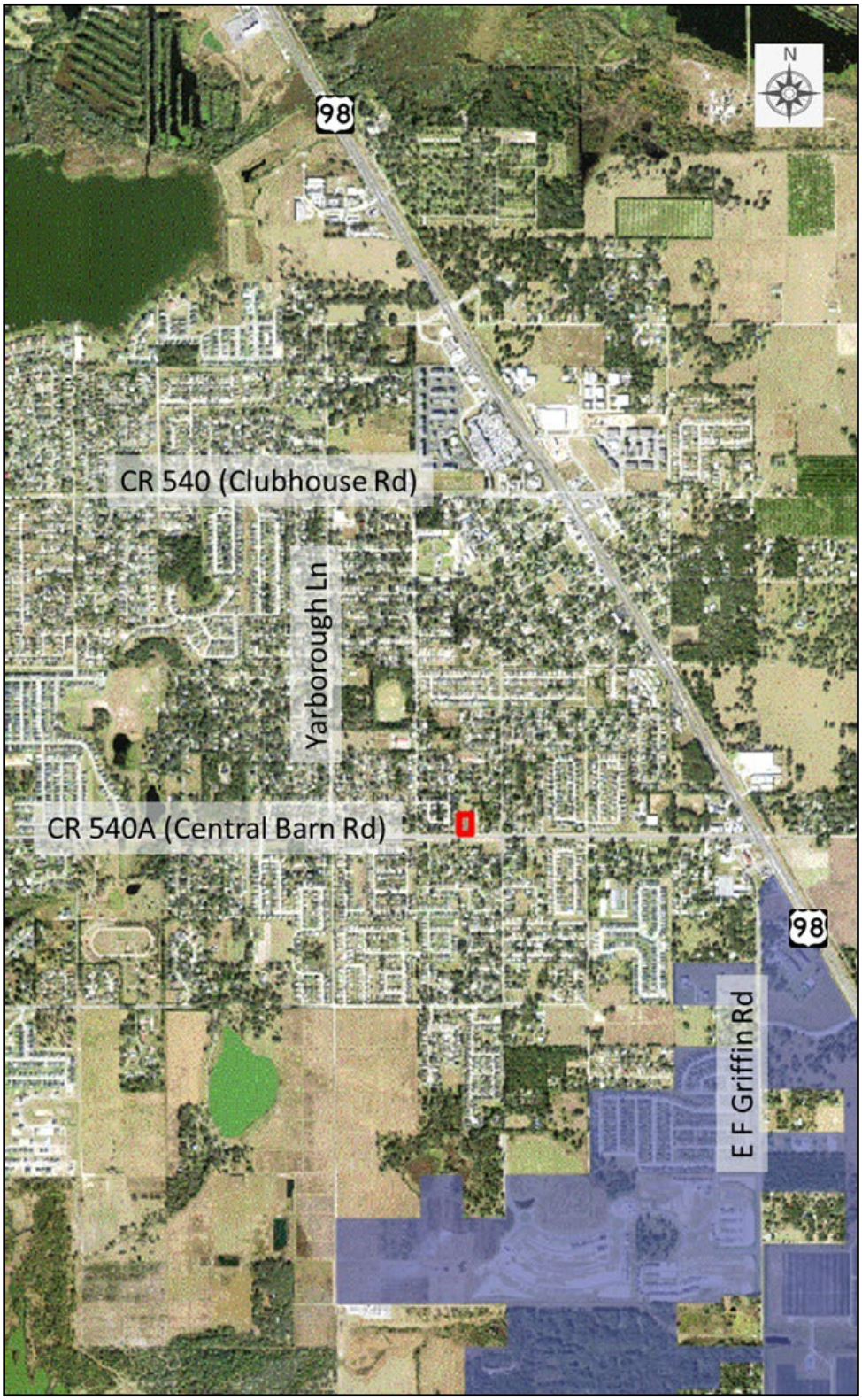
Comments from Other Agencies: None.

Attachments:

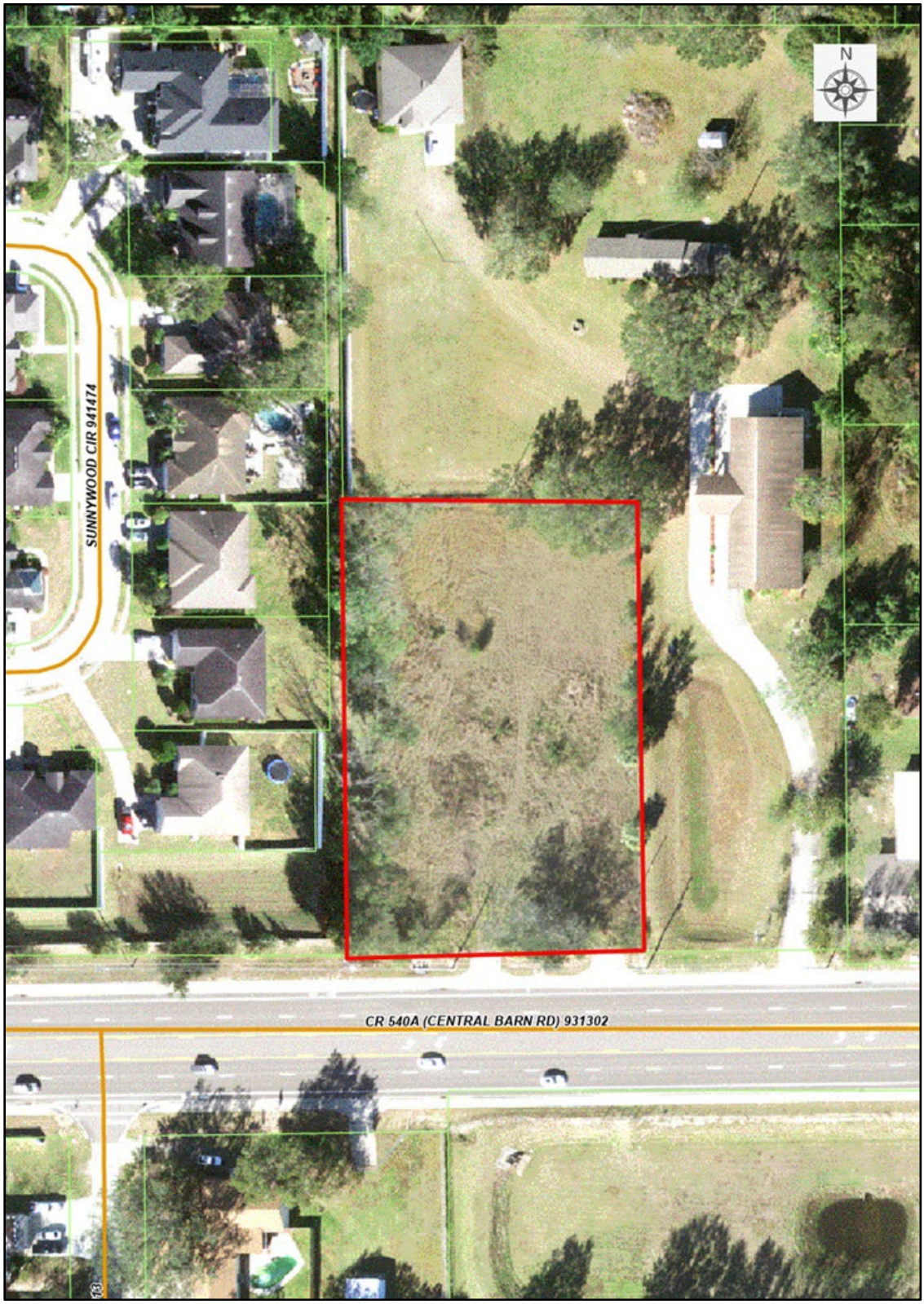
Exhibit 1 – Location Map
Exhibit 2 – 2023 Aerial Context Map
Exhibit 3 – 2023 Aerial Close-up Map
Exhibit 4 – Current Future Land Use Map
Exhibit 5 – Proposed Future Land Use Map
Exhibit 6 – Current Permitted and Conditional Uses
Exhibit 7 – Proposed Permitted and Conditional Uses



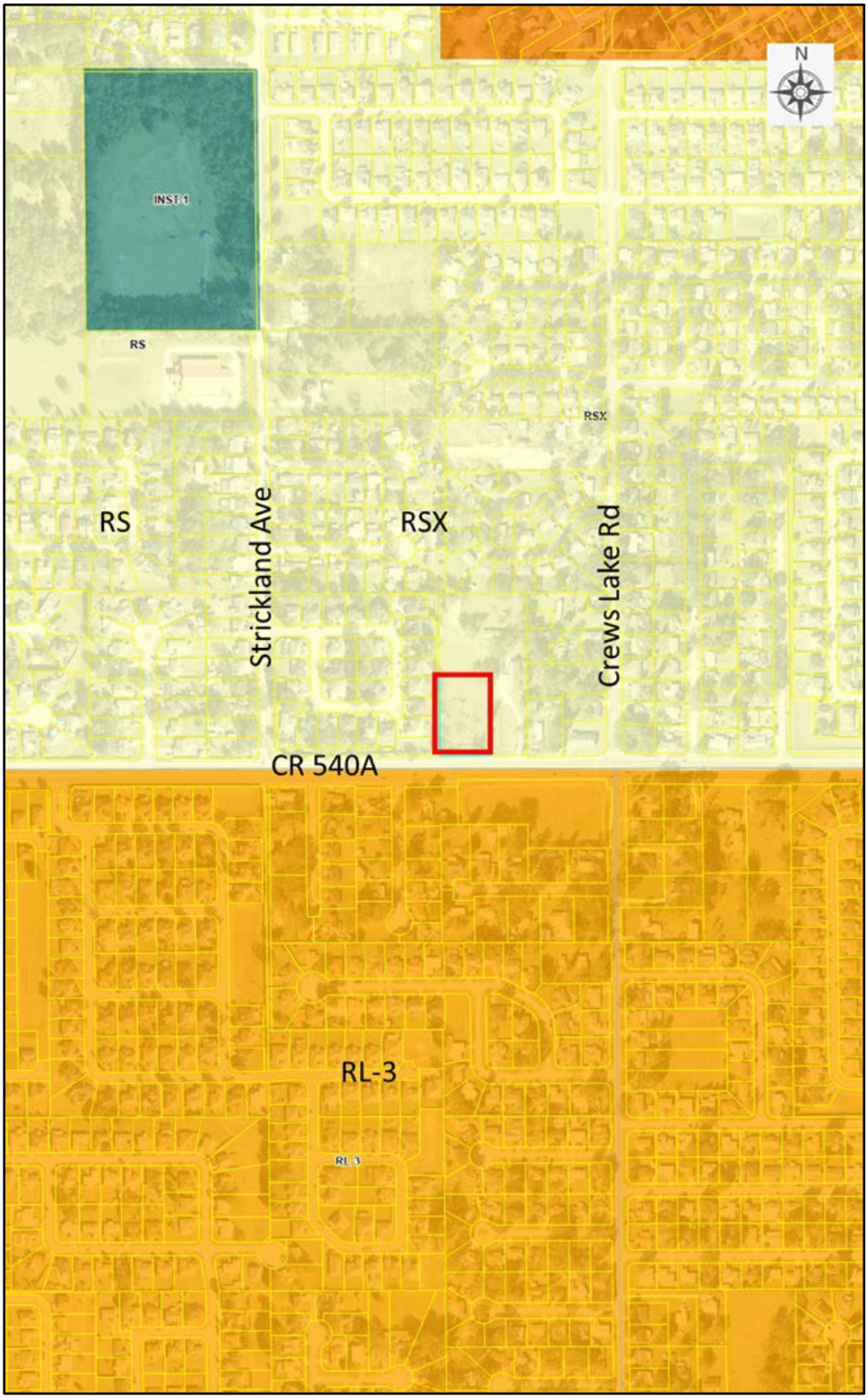
LOCATION MAP



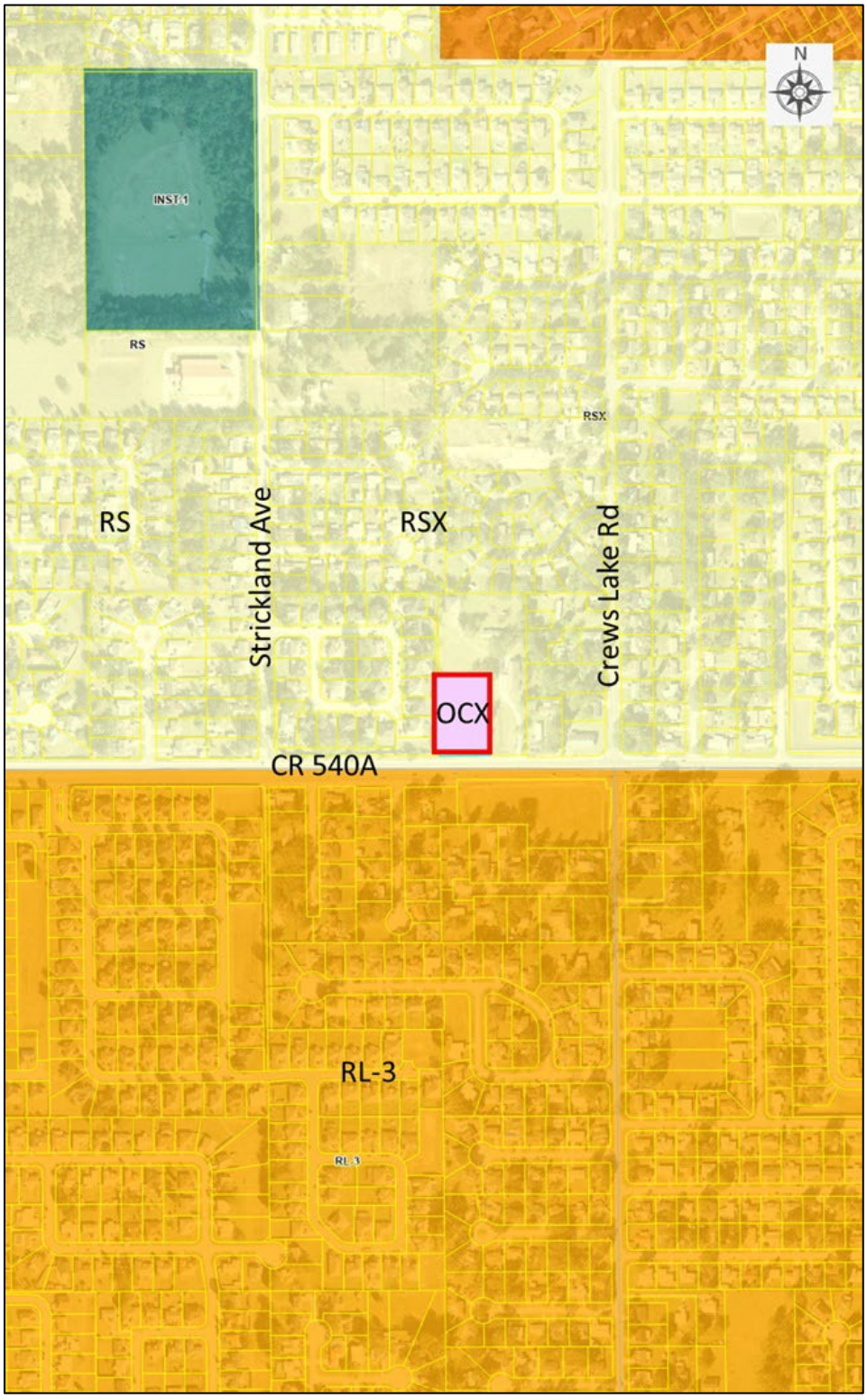
2023 AERIAL CONTEXT MAP



2023 AERIAL CLOSEUP MAP



CURRENT FUTURE LAND USE
RESIDENTIAL SUBURBAN-X (RSX)



PROPOSED FUTURE LAND USE
OFFICE CENTER-X (OCX)

Residential Suburban (RS)			
Technical Staff Review -Level 1& 2		**Public Hearing (s) Required-Level 3 & 4**	
Residential Uses:	Family Farm, C1 Group Home, Small (6 or less residents), C1 Farm Worker Dormitory, Apartment Style, C2 Mobile Homes, Individual, C1 Residential Infill Development, C2 Single-family Detached Home & Subdivision, P	**Residential Uses:**	Duplex, C3 Fly-in Community, C3 Group Home, Large (7-14 residents),C3 Group Living Facility (15 or more residents), C3 Farm Worker Dormitory, Barrack Style, C3 Mobile Home Park, C4 Mobile Home Subdivision, C4 Rural Residential Development (RRD), C3 Suburban Planned Development, C3
		Mixed Uses:	Planned Development, C3 Residentially Based Mixed Development (RBMD), C3 Rural Mixed Development (RMD), C3 Transitional Area Development, C3
All Other Uses:	Animal Farm, Intensive, C1 Convenience Stores, Isolated, C2 Emergency Shelter, Small (6 or less residents), C1 Farming General, P Golf Course, C1 Livestock Sale, Auction, C1 Nurseries and Greenhouses, C1 Recreation, Passive, C1 Recreation, Low Intensity, C2 Riding Academies, C1 School, elementary, C2 Utilities, Class I, P Utilities, Class II, C1 Veterinary Service, C2	**All Other Uses:**	Adult Day Care Center (7 or more clients), C3 Agricultural Support, Off-site, C3 Bed and Breakfast, C3 Cemetery, C3 Childcare Center, C3 Communication Towers, guyed and Lattice, C3 Communication Tower, Monopole, C3 Community Center, C3 Cultural Facility, C3 Emergency Shelter, medium (7-14 residents), C3 Emergency Shelter, Large (15 or more residents), C3 Event Facility, C3 Government Facility, C3 Helistops, C3 Kennels, Boarding and Breeding, C3 Lime Stabilization Facility, C3 Lodges and Retreats, C3 Mining, Non-phosphate, C3 Outdoor Concert Venue, C3 Recreation, High Intensity, C3 Religious Institution, C3 School, Middle, C3 School, High, C3 School, Leisure/Special Interest, C3 Seaplane Base, C3 Solar Electric-power Generation Facility, C3 Utilities, Class III, C3 Water Ski Schools, C4

CURRENT
PERMITTED AND CONDITIONAL USES

Office Center (OC)				
Technical Staff Review -Level 1& 2			**Public Hearing (s) Required-Level 3 & 4**	
All Other Uses:	Clinics & Medical Offices; Community Center; Cultural Facility; Farming General; Financial Institution; Office; Office Park; Printing & Publishing; Recreation, Passive; Religious Institution; School, Technical/Vocational/Trade & Training; Studio, Production; Utilities, Class II; Veterinary Service		**Residential Uses:**	Multi-Family
			Mixed Uses:	Planned Development
			All Other Uses:	Agricultural Support, Off-Site; Childcare Center; Financial Institution, Drive Through; Government Facility; Helistops; Hospitals; Medical Marijuana Dispensaries; Mining, Non-phosphate; Research & Development; Retail, 10,000-34,999 sq. ft.; Retail, Less than 10,000 sq. ft.; School, Leisure/Special Interest; Utilities, Class III

PROPOSED
PERMITTED AND CONDITIONAL USES

ORDINANCE NO. 26 -____

AN ORDINANCE OF POLK COUNTY, FLORIDA ADOPTING **LDCPAS-2025-36;** AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN, ORDINANCE 92-36, AS AMENDED, TO CHANGE THE FUTURE LAND USE MAP DESIGNATION ON 1.35+/- ACRES FROM RESIDENTIAL SUBURBAN-X (RSX) TO OFFICE CENTER-X (OCX). THE SITE IS LOCATED ON THE NORTH SIDE OF HWY 540A EAST OF STRICKLAND AVENUE, WEST OF CREWS LAKE ROAD AND SOUTH OF CLUBHOUSE ROAD, SOUTHEAST OF THE CITY OF LAKELAND AND NORTHWEST OF THE CITY OF BARTOW, IN SECTION 14, TOWNSHIP 29, RANGE 24; 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 June 3, 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 June 16, 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) to Institutional (INST) in the Suburban Development Area (SDA) on the parcel listed below and graphically depicted on the parcel map in Attachment "A".

Parcel 242914-282500-006006

W F HALLAM & CO'S CLUB COLONY TRACT PB 1 PG 102A LOT 60 W 196 FT OF S 350 FT OF W1/2 OF SE1/4 OF SE1/4 OF SW1/4 LESS S 40 FT FOR SR-540-A & LESS THAT PART BEING R/W PCL 141 PROJECT 100002.25 BEING ADDL R/W FOR CR 540A AS DESC IN OR 7252-0841

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

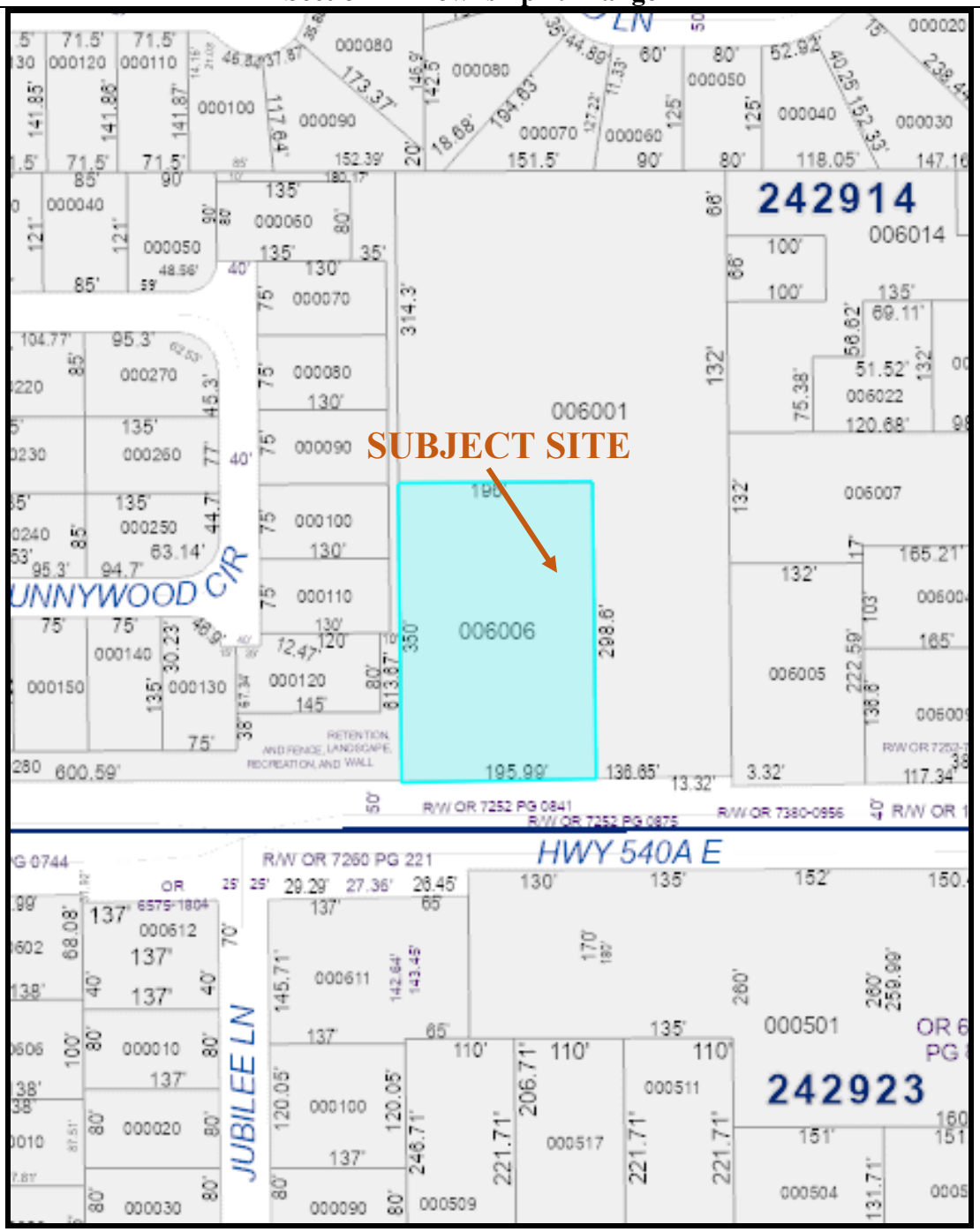
This ordinance shall be effective on July 17, 2026 (31 days after adoption), unless the amendment is challenged. If challenged, the effective date of this ordinance shall be the date a Final Order is issued by the Department of Economic Opportunity or Administration Commission finding the amendment in 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 16th day of June 2026.

LDCPAS 2025-36
Development Area: Suburban Development Area
Location: North side of Hwy 540A E, east of Strickland Ave., west of Crews Lake Road
Section-14 Township-29 Range-24



PARCEL DETAIL
Note: Not to Scale

CLARK, CAMPBELL, LANCASTER, WORKMAN & AIRTH, P.A.
ATTORNEYS AT LAW

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Board Certified Real Estate Attorney
Board Certified City, County & Local Government Attorney
Land Use and Zoning | Commercial Real Estate | Corporate Law

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MADISON R. NEWBERG
MICHAEL E. WORKMAN[1]

BOARD CERTIFICATIONS:
1. REAL ESTATE 2. TAX LAW
3. CITY, COUNTY & LOCAL GOVERNMENT
4. ELDER LAW

February 5, 2026

Benjamin Dunn, Director
Polk County Office of Planning and Development
330 W. Church Street
Bartow, Florida 33830

Transmitted by Email
BenjaminDunn@polk-county.net

Re: IT Land Investments LLC (Floyd) / Real Estate Matter (4002 E State Rd 540) | Comprehensive Plan Amendment

Dear Ben:

Our firm represents IT Land Investments, LLC (the "**Applicant**") with respect to the proposed development of approximately 1.35 acres of property identified as Polk County Property Appraiser Parcel Identification Number 242914282500006006 (the "**Property**"). This correspondence accompanies our application for a Comprehensive Plan Amendment for the Property. The following shall serve as an explanation of our request.

Explanation of Request

The Property presently has a land use classification of Residential Suburban X ("**RSX**"), is located within the U.S. Highway 98 Selected Area Plan and lies within a Suburban Development Area ("**SDA**"). At the recommendation of County planning staff, the Applicant requests a Comprehensive Plan Amendment to change the land use for the Property to an Office Center ("**OC**") future land use designation (the "**Request**"). The Request is compatible with surrounding uses, and consistent with the standards set forth in the Land Development Code.

Conclusion

We look forward to working with the County to process the application for a Comprehensive Plan Amendment. Please also let us know if we can address any questions or provide any additional supportive information.

Thank you very for your time and consideration.

Sincerely,

Timothy F. Campbell

Copy: Client (transmitted by email)

IMPACT ASSESSMENT STATEMENT

An Impact Assessment Statement is required for all Level 3 and Level 4 Reviews, with the exception of text amendment requests. The purpose of an Impact Assessment Statement is to provide information on the effects a proposed development or land use action will have on the existing neighborhood and general area; on the transportation facilities; on the environment and natural resources of the County; on the public facilities for water, sewer, solid waste disposal, fire, police, public education, parks, recreation, and other utilities; and any other aspect with an identified impact of the development and deemed appropriate for concern.

A sufficient Impact Assessment Statement must address all of the following *(Note: N/A is an insufficient comment, if N/A an explanation must be included):*

Land and Neighborhood Characteristics

Assess the compatibility of the requested land use with adjacent properties and evaluate the suitability of the site for development. At a minimum, address the following specific questions in your response:

1. How and why is the location suitable for the proposed uses? **The location is ideal to provide services along County Road 540A to the surrounding community.**

2. What, if any, are the incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses? **The use of the property is consistent with uses in the vicinity of the property and complements the nearby uses.**

3. How will the request influence future development of the area? **The request will allow for flexibility of future uses of the property which will provide services to surrounding residents and those who travel on County Road 540A.**

Access to Roads and Highways

Assess the impact of the proposed development on the existing, planned and programmed road system. At a minimum, address the following specific questions in your response:

1. What is the number of vehicle trips to be generated daily and at the PM peak hour based on the latest Institute of Traffic Engineers (ITE)? Please provide a detailed methodology and calculations.

   While the property owner proposes to generally use the property for office, the specific use and layout have not been determined. As such, we cannot estimate the number of vehicle trips at this time. However, at such time that a specific use is intended for the property, vehicle trips and traffic impacts will be addressed during

the Site Plan Review process and in accordance with the Land Development Code.

2. What modifications to the present transportation system will be required as a result of the proposed development? **No transportation modifications are anticipated at this time as a result of the use of the property.**

3. What is the total number of parking spaces required pursuant to Section 708 of the Land Development Code?

   While the property owner proposes to generally use the property for office, the specific use and layout have not been determined. As such, we cannot estimate the number of parking spaces at this time. However, at such time that a specific use is determined for the property, parking will be addressed during the Site Plan Review process and in accordance with the Land Development Code.

4. What are the proposed methods of access to existing public roads (e.g., direct frontage, intersecting streets, and frontage roads)? **The property will have direct access onto County Road 540A.**

NOTE: *Applications for projects attributing 50 or fewer Average Annual Daily Trips (AADT) according to the latest Institute of Transportation Engineers (ITE) manual may provide a written explanation and justification of why impacts will not be significant in lieu of the required information for* ***"Infrastructure Impacts"*** *items 3 through 9 above.*

Sewage

Determine the impact caused by sewage generated from the proposed development. At a minimum, address the following specific questions in your response:

1. What is the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development? *(Response may be based on Section 703.F of the LDC) Approx.*

   While the property owner proposes to generally use the property for office, the specific use and layout have not been determined. As such, we cannot estimate the amount of sewage at this time. However, at such time that a specific use is determined for the property, sewage generation will be addressed during the Site Plan Review process and in accordance with the Land Development Code.

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? **On-site treatment of wastewater is not proposed for the property.**

3. If offsite treatment, who is the service provider? **City of Lakeland**

4. Where is the nearest sewer line (in feet) to the proposed development *(Sanitary sewer*

shall be considered available if a gravity line, force main, manhole, or lift station is located within an easement or right-of- way under certain conditions listed in Section 702E.3 of the Land Development Code) **Unknown at this time.**

5. What is the provider's general capacity at the time of application? **Unknown at this time.**

6. What is the anticipated date of connection? **The date of connection cannot be anticipated at this time as the final development details for the property have not yet been determined.**

7. What improvements to the providers system are necessary to support the proposed request *(e.g., lift stations, line extensions/expansions, interconnects, etc.)?* **Any improvements necessary to support the proposed request will be addressed during the Site Plan Review process and in accordance with the Land Development Code.**

Water Supply

Determine the amount of water to be used, how it will be distributed, and the impact on the surrounding area. At a minimum, address the following specific questions in your response:

1. What is the proposed source of water supply and/or who is the service provider? **City of Lakeland.**

2. What is the estimated volume of consumption in gallons per day (GPD) *(Response may be based on Section 703 of the LDC)?*

   While the property owner proposes to generally use the property for office, the specific use and layout have not been determined. As such, we cannot estimate the amount of water consumption at this time. However, at such time that a specific use is determined for the property, water consumption will be addressed during the Site Plan Review process and in accordance with the Land Development Code.

3. Where is the nearest potable water connection and re-claimed water connection, including the distance and size of the line? **Unknown at this time.**

4. Who is the service provider? **City of Lakeland.**

5. What is the anticipated date of connection? **The date of connection cannot be anticipated at this time as the final development details for the property have not yet been determined.**

6. What is the provider's general capacity at the time of application? **Unknown at this time.**

7. Is there an existing well on the property(ies)?

   Yes ☐ What type?_____

Permit Capacity_____

No [X]

Location: _____

Water Use Permit #: _____

Constructed prior to Water Management District Permitting: Yes [ ] No [ ]

Type of Use [ ] Ag [ ] Public [ ] Industrial or

Commercial [ ] Recreation or Aesthetic [ ] Mining

Permitted Daily Capacity: _____

Average Peak Monthly Withdrawal Rate: _____

Location: _____

Casing Diameter_____

Mainline Diameter_____

Surface Water Management and Drainage

Determine the impact of drainage on the groundwater and surface water quality and quantity caused by the proposed development. At a minimum, address the following specific questions in your response:

1. Discuss the surface water features, including drainage patterns, basin characteristics, and flood hazards, (describe the drainage of the site and any flooding issues): **Stormwater management and drainage will be addressed on-site pursuant to a permit from Southwest Florida Water Management District.**

2. What alterations to the site's natural drainage features, including wetlands, would be necessary to develop the project? **No alterations are proposed with respect to the use of the property.**

Environmental Analysis

Provide an analysis of the character of the subject property and surrounding properties, and further assess the site's suitability for the proposed land use classification based on soils, topography, and the presence of wetlands, floodplain, aquifer recharge areas, scrub or other threatened habitat, and historic resources, including, but not limited to:

1. Discuss the environmental sensitivity of the property and adjacent property in basic terms by identifying any significant features of the site and the surrounding properties. **No environmentally sensitive features have been identified on the site. If environmentally sensitive features are subsequently identified, they will be addressed during the permitting and Site Plan Review process.**

2. What are the wetland and floodplain conditions? Discuss the changes to these features which would result from development of the site. **No wetland or floodplain conditions have been identified on the site. If wetland or floodplain conditions are subsequently identified, they will be addressed during the permitting and Site Plan Review process.**

3. Discuss location of potable water supplies, private wells, public well fields *(discuss the location, address potential impacts)*. **Unknown at this time.**

4. Discuss the location of Airport Buffer Zones (if any) *(discuss the location and address, potential impacts).* **The property is not within an Airport Buffer Zone.**

5. Provide an analysis of soil types and percentage of coverage on site and what effect it will have on development. **The soil type and percentage of coverage on the site is unknown at this time. Any effect that the soil composition will have on the development will be determined and addressed during the Site Plan Review and permitting process.**

Infrastructure Impact Information

What is the nearest location (travel distance), provider, capacity or general response time, and estimated demand of the provision for the following services:

1. Parks and Recreation: **The use of the property is not anticipated to generate additional demand for recreational facilities.**

2. Educational Facilities (e.g., preschool, elementary, middle school, high school): **The use of the property is not anticipated to generate additional demand for educational facilities.**

3. Health Care (e.g., emergency, hospital): **The use of the property is not anticipated to generate additional demand for healthcare facilities. The closest emergency room is located 5.1 miles away (Lakeland Regional Health Freestanding Emergency Department 6150 Florida Ave S).**

4. Fire Protection: **The closest fire services facility is located 1.50 miles away at Polk County Fire Rescue Station 28 (4101 Clubhouse Rd).**

5. Police Protection and Security: **The closest police services facility is the Polk County Sheriff's Office Southwest Command located 4.0 miles away (4120 US-98).**

6. Emergency Medical Services (EMS): **The closest EMS facility is located 1.50 miles away at Polk County Fire Rescue Station 28 (4101 Clubhouse Rd).**

7. Solid Waste (collection and waste generation): **Solid waste services will be provided by Polk County.**

8. How may this request contribute to neighborhood needs? **The use of the property will allow for flexibility of future uses of the property in a manner consistent with surrounding uses which will benefit residents in this area of Polk Conty while reducing travel distance for some residents who seek office services.**

Maps

Maps shall be used to give the public agencies a clear graphic illustration and visual understanding of the proposed development and the potential positive and negative impacts resulting from the development. Maps shall be of sufficient type, size, and scale to facilitate complete understanding of the elements of the proposed development. Scale shall be clearly indicated on each map and the dates of preparation and revisions shall be included. The project boundaries shall be overlaid on all maps. The following **maps shall 8 1/2" x 11"** and accompany Impact Assessment Statements:

Map A: A location map (center the site on the map) showing the relationship of the development to cities, highways, and natural features: **Uploaded to portal.**

Map B: Map depicting the site boundary (properties included in the request): **Uploaded to portal.**

Map C: A site plan consistent with ***Site Plan Standards*** [2] (multiple sheets may be used). In addition to the required number of copies please **include an 81/2"x 11" copy**. Applications for district changes alone are not required but are encouraged to submit a Development Plan: **Site Plan is not required for Comprehensive Plan Amendment.**

NOTE: *Applications for text amendments are not required to submit a complete Impact Assessment Statement, however, all relevant information requested must be addressed. Use this form and the "Demonstration of Need" form as a guide for assessing the impact of a text amendment.*

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[2] See *Site Plan Standards* checklist form (GM LDD 11).

ROBERT L. BOLTON

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EDUCATION

BS Florida Southern College — May 1989
B.S. Finance

EMPLOYMENT

Planner III, Polk County Land Development	2022 to present
Associate Advisor, SVN | Saunders Ralston Dantzler	2021 to 2023
Commercial Property Appraiser, Polk County Property Appraiser	2015 to 2021
Commercial Property Appraiser, Mancuso Appraisal Services	2007 to 2015
CFO, ProCoat Restoration, Inc.	2002 to 2007
CFO, VisionWorks of Central Florida, Inc.	2000 to 2002
Partner, Royal Homes, Inc., Imperial Homes, Inc., Premier Homes, Inc.	1995 to 2000

COMMITTEE'S AND TEAM'S

Polk County Sidewalk Advisory Committee
Safe Streets and Roads for All (SS4A) Project Team
Citrus Connection's Transit Development Plan (TDP) Major Update Project Review Team

PROFESSIONAL LICENSING

Florida State-Certified General Real Estate Appraiser RZ3440

COMPUTER SKILLS

MS Word, Excel, Power Point, ArcGIS, Accela, Minute Traq, Legistar, ESRI Data Viewers

Polk County

Board of County Commissioners

Agenda Item N.4. 6/16/2026

SUBJECT

Public Hearing (LDCPAS-2026-3 Sumner North Cozart Road CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Business Park Center (BPC) to Industrial (IND) on ±25.8 acres. (No Fiscal Impact)

DESCRIPTION

This is an applicant-initiated request for property located on the north side of Cozart Road, east of Highway 37 South, south of the City of Mulberry, east and west of the CSX railroad, in Section 13, Township 30, Range 23. State law requires one Planning Commission hearing, which was held May 6, 2026, with a recommendation for approval (7:0).

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Mark J. Bennett, AICP, FRA-RA, CNU-A, Senior Planner

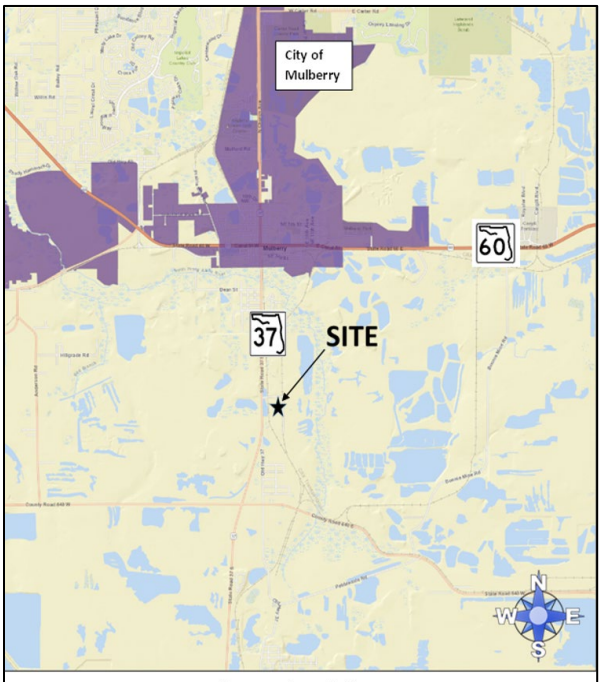
Land Development

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POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	February 26, 2026
Planning Commission Date:	May 6, 2026
BoCC Dates:	June 16, 2026
Applicant:	Steve Sloan, PE
Level of Review:	Level 4 Review, Small-Scale Comprehensive Plan Amendment
Case Number and Name:	LDCPAS-2026-3 (Sumner Property Cozart Road CPA)
Request:	Change 25.8 acres from Business Park Center (BPC) to Industrial (IND).
Location:	North of Cozart Road, east of Highway 37 South, south of the City of Mulberry, east and west of the CSX railroad, in Section 13, Township 30, Range 23.
Property Owner:	David and Cathy Sumner
Parcel Size:	25.8 acres
Development Area:	Rural Development Area (RDA)
Future Land Use:	Business Park Center (BPC)
Nearest Municipality:	Mulberry
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (7:0)
Florida Commerce:	Not Applicable
Case Planner(s):	Mark J. Bennett, AICP, FRA-RA, CNU-A, Senior Planner



Location Map



Aerial Photo

Summary:

This is an applicant-initiated Comprehensive Plan map amendment to change 25.8 acres from Business Park Center (BPC) to Industrial (IND) on the Future Land Use Map. The approval justification for this request is based on the following:

1) The presence of industrial uses within the general area and adjacent to the site;
2) Property designated IND is to the south, east and west of the site;
3) Two railroads are flanking the property;
4) The property has direct access (via Cozart Road) to a full median opening onto State Road 37.

Compatibility Summary

There are several reasons why this request is considered to be compatible and consistent with the Comprehensive Plan and Land Development Code. The location of transportation facilities such as railroads and arterial highways is a factor in determining the appropriateness of industrial lands. This property has access to two railroads and an arterial highway. Specifically, one of the criteria for locating Industrial lands is the location of private roads with full median access, as outlined in Policy 2.113-A3.f.3.(a). Therefore, this request is consistent with the applicable policies in the Comprehensive Plan.

Adjacent properties are both designated for industrial types of uses and activities. Because of the similarity in current uses and Future Land Use designations, designating this site as Industrial will be compatible.

Infrastructure Summary

The site is not in a utility service area. Because this amendment is for a non-residential use, schools will not be impacted. There is sufficient roadway capacity. Public safety facilities and services are available.

Environmental Summary

Portions of the site are within the 100-year floodplain and contain wetlands. Ther are no surface waters on or adjacent to the site. No adverse environmental impacts are expected due to the development of this site, subject to compliance with applicable floodplain and wetland regulations.

Comprehensive Plan

Listed below are the relevant sections of the Comprehensive Plan that are applicable to this request:

- Policy 2.102(A1-A15): Growth Management Policies
- Policy 2.108(A1-A6): Rural Development Areas (RDAs)
- Policy 2.113(B1-B5): Business-Park Centers (BPC)
- Policy 2.113(A1-A5): Industrial (IND)

Findings of Fact

Request and Legal Status

- LDCPAS-2026-3 is an applicant-initiated request for a Comprehensive Plan Amendment (CPA) to designate approximately ± 25.8 acres from Business-Park Center (BPC) to Industrial (IND).

- Policy 2.108-A1 describes Rural-Development Areas (RDAs) as all unincorporated areas within the County that are not located within a Transit Supportive Development Area, Urban-Growth Area, Suburban-Development Area, or Utility-Enclave Area. Development in these areas is characterized by large open areas, agricultural use, with scattered development and rural centers. Services are limited and mostly found in the rural centers and clustered developments.

- Policy 2.109-A5 describes the Business Park Center land use district as follows: "The purpose of the Business Park Center (BPC) land use district is to provide areas for office, business park development, and light-industrial activities. The BPC land use permits office, research and development parks, distribution centers, and wholesaling activities. Some retail uses are also permitted to support the businesses and activities within the Business Park Center."

- The property is vacant and undeveloped.

Compatibility

- The Comprehensive Plan defines Compatibility in Section 4.400 as "A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

- The proposed request is for a Industrial (IND) Future Land Use designation.

- This area of Polk County is characterized by industrial uses and phosphate mining.

- Surrounding uses include outdoor storage to the west and northwest, manufacturing to the east, and vacant property north and south of the site.

- Policy 2.104-A3: Land Use Categories (for Rural Development Areas (RDAs)) list Industrial as a permitted use in RDAs.

Infrastructure

- The property is zoned for Kingsford Elementary, Mulberry Middle, and Mulberry Senior High.

- Fire and ambulance response is from Polk County Fire Rescue Station 15, located at 300 Kid Ellis Road, Mulberry. The estimated response time from this station is about nine- to fourteen minutes.

- Sheriff's response to the site is served by the Southwest District, located at 4120 US 98 South, Lakeland. The responses time are as follows: Priority One: 8:55 minutes; Priority Two: 26:47 minutes.

- The subject property is near State Road (SR) 37. SR 37 is an Urban Minor Arterial, according to the Polk County TPO Roadway Network Database, and is the closet road to the site that is monitored for concurrency.

- The subject parcel is next to Cozart Road, a private road.

- The site is not located within a utility service area.

Environmental

- There are wetlands and floodplains on the site.

- The site is comprised of Neilhurst sands. These soils are related to previous phosphate mining activities, has severe suitability for septic tank usage and slight limitations for dwellings without basements.

- According to the Florida Natural Areas Inventory Biodiversity Matrix, the site is an area with a rookery.

- The PolkGreen Map does not show this parcel as part of a potential connection of an overall natural network.

- This site does not have a conservation easement. However, property located ¾ mile north of the site contains a conservation easement.

- This property is not within an Airport Impact District.

- The site is not within a Wellfield Protection District.

- Based on information received from the Secretary of State's Department of Historical Resources office, there are no archeological or historic resources on the site.

Comprehensive Plan Policies

- POLICY 2.102-A1 Development Location, states that Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.

- POLICY 2.102-A2 Compatibility, states that land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished:

  a. there have been provisions made which buffer incompatible uses from dissimilar uses;

b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use;

c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.

- POLICY 2.102-A3 Distribution, states that development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available.

- POLICY 2.102-A4 Timing, states that development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.

- POLICY 2.102-A10 Location Criteria, states the following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area:

  a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided;

  b. nearness to agriculture-production areas;

  c. distance from populated areas;

  d. economic issues, such as minimum population support and market-area radius (where applicable);

  e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to:

  1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways;

  2. sanitary sewer and potable water service;

  3. storm-water management;

  4. solid waste collection and disposal;

  5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment;

  6. emergency medical service (EMS) provisions; and

  7. other public safety features such as law enforcement;

  8. schools and other educational facilities

  9. parks, open spaces, civic areas and other community facilities

  f. environmental factors, including, but not limited to:

1. environmental sensitivity of the property and adjacent property;

2. surface water features, including drainage patterns, basin characteristics, and flood hazards;

3. wetlands and primary aquifer recharge areas;

4. soil characteristics;

5. location of potable water supplies, private wells, public well fields; and

6. climatic conditions, including prevailing winds, when applicable.

- POLICY 2.108-A1: DESCRIPTION - Rural-Development Areas (RDA) shall be all unincorporated areas within the County that are not located within a Transit Supportive Development Area, Urban-Growth Area, Suburban-Development Area, or Utility-Enclave Area. Development in these areas is characterized by large open areas, agricultural use, with scattered development and rural centers. Services are limited and mostly found in the rural centers and clustered developments.

- POLICY 2.108-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within Rural-Development Areas:

  a. ACTIVITY CENTERS: Rural-Cluster Centers, and Tourism Commercial Centers shall be permitted within RDAs in accordance with applicable criteria.

  b. RESIDENTIAL: Rural Residential Districts (Section 2.121) and Rural Cluster Center (RCC) shall be permitted within RDA's in accordance with applicable criteria.

  c. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business Park Centers, Office Centers, Phosphate Mining, Leisure/Recreation, Agricultural/Residential-Rural, Recreation and Open Space, Preservation, Institutional.

  Note: Some land use categories are only allowed in adopted Selected Area Plans, special areas or neighborhood plans as specified in Section 2.109.

- POLICY 2.113-A1: CHARACTERISTICS - Industrial lands are characterized by facilities for the processing, fabrication, manufacturing, recycling, and distribution of goods, and may contain any use also found within a Business-Park Center. However, land use activities that operate externally to enclosed structures may be permitted within an Industrial Future Land Use designation. Industrial districts are also the appropriate location for land use activities that produce significant amount of noise, odor, vibration, dust, and lighting on and off-site that do not produce a physical product.

- POLICY 2.113-A2: DESIGNATION AND MAPPING - Industrial areas shall be designated and mapped on the Future Land Use Map Series as "Industrial" (IND); shall include all major existing industrial areas; and shall provide for the projected future industrial development needs of the County.

- POLICY 2.113-A3: LOCATION CRITERIA - Industrial development within the County shall occur within lands designated as Industrial on the Future Land Use Map Series. The

following factors shall be taken into consideration when determining the appropriateness of establishing new Industrial areas:

a. Industrial development shall be located within an Transit Supportive Development Area Urban-Growth Area, Suburban-Development Area, Rural-Development Area, or Utility-Enclave Area.

b. Accessibility to major air and ground transportation, including but not limited to arterial roadways, rail lines, and cargo airport terminals.

c. The locational criteria enumerated in Policy 2.102-A9 and Policy 2.102-A10.

d. Industrial facilities should group together in planned industrial districts on sites capable of being expanded and developed in stages.

e. Industrial districts shall be separated significant distances from schools and developed residential areas through a combination of physical separation and screening and/or buffering in accordance with standards in the County's Land Development Code.

f. The location criteria for Industrial Districts shall serve to maximize access to the arterial road system and minimize the routing of commercial traffic through residential areas by requiring access be limited to:

1. arterial roads;

2. collector roads, if the subject parcel is within 2 miles of an intersecting arterial road; or

3. local commercial roads or private roads under the following conditions:

(a) the road has full median access onto to an arterial road;

(b) the road does not serve existing or expected future residential traffic from the surrounding area;

(c) the road has a structural integrity and design characteristics suitable for truck traffic.

g. Applications for establishment of an Industrial district shall include a plan consistent with Policy 2.110-L5.

- POLICY 2.113-A4: DEVELOPMENT CRITERIA - Development within an Industrial area shall conform to the following criteria:

a. Permitted uses include facilities for the processing, fabrication, manufacturing, recycling, bulk material storage, and distribution of goods, disposal yards, and limited retail commercial in accordance with Policy 2.113-A4.b. Other non-residential uses that produce significant amounts of noise, odor, vibration, dust, and lighting on and off-site may be permitted within an industrial district through conditional approval. Permitted uses also include any use found within a Business-Park Center.

b. Retail commercial uses within an industrial area shall be sized for the purpose of serving just the employees of, and visitors to, the industrial area, and shall be limited to a scale appropriate for that purpose. The maximum floor area ratio for commercial uses within an industrial area shall not exceed 0.25.

c. Industrial sites shall be designed to provide for:
    1. adequate parking to meet the demands of the use; and
    2. buffering where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc., are examples of facilities which may require special buffering provisions.

d. The maximum floor area ratio for non-commercial uses within an Industrial area shall not exceed 0.75 in the TSDA, 0.65 in the UGA, 0.50 in the SDA, and 0.50 in the RDA, unless developed as a Planned Development.

e. Retail sale of goods manufactured on the site of a business located within an Industrial area is allowed provided the operation is incidental and subordinate to the manufacturing activity conducted on site and does not exceed eight percent (8%) of the total floor area or 15,000 square feet, whichever is the lesser.

f. Where centralized water or wastewater services are not available, the maximum impervious surface ratio shall be reduced to afford better protection and function of well and septic tank systems and as required if within a Nutrient Restoration Plan Overlay.

g. Planned Developments within the Industrial district may be permitted a maximum floor area ratio up to 1.5 for innovative and attractive employment centers. Intensity increases shall be reserved for those uses that provide substantial economic income opportunities for the County and its residents. Intensity increases shall only be granted to parcels within the TSDA and UGA. The Land Development Code shall establish development standards and criteria for Planned Developments within the Industrial district.

h. Industrial districts shall be separated from existing schools and developed residential areas through physical separation, screening, buffering, or a combination thereof, consistent with the standards in the County's Land Development Code.

i. Workforce housing for unaccompanied workers in barrack, dormitory, or apartment units under specific design parameters listed in the Land Development Code not to exceed an intensity of thirty-two (32) workers per acre or the limitations established by the Department of Health for water and wastewater usage, whichever allowed intensity is the lesser.

- POLICY 2.113-B-1: CHARACTERISTICS - Business-Park Centers are intended to promote employment opportunities within the region by allowing for the establishment of office parks, research and development parks, areas for light-industrial facilities, distribution centers, and mixed-use employment parks. Business-Park Centers are intended for land use activities that are conducted entirely within enclosed structures with the exception of loading and un-loading. These centers are not intended to accommodate major commercial or other similar high-traffic producing facilities. However, these centers often contain other minor commercial facilities, and wholesale facilities, within the Business-Park Center to support

the businesses located there. General (approximate) characteristics of Business-Park Centers are:

Usable Area: 10 acres or more

Gross Leasable Area (GLA): 500,000 to 2,000,000 sq. ft.

Minimum Population Support: 150,000 or more people

Service-Area Radius: 20 miles or more

Typical Leading Tenant: One or more light-assembly plants, or warehouse facilities

Other Typical Tenants: Offices, distribution centers, research and development firms, High-Density Residential (with proper buffering).

- POLICY 2.113-B-3: LOCATION CRITERIA - Business-Park Centers shall be located with consideration being given to maximizing access to the arterial road system and with consideration given to the guidelines outlined in POLICY 2.404.-A1. In locating Business-Park Centers, Polk County shall seek to minimize the routing of commercial traffic through residential areas. Business-Park Centers shall be located on:

  a. arterial roads;

  b. collector roads, if the proposed district is within 2 miles of an intersecting arterial road;

  c. local commercial roads or private roads under the following conditions:

  1. the road has full median access onto to an arterial road;

  2. the road does not serve existing or expected future residential traffic from the surrounding area; and

  3. the road has a structural integrity and design characteristics suitable for truck traffic.

  d. properties abutting an Industrial (IND) district or railroad line.

- POLICY 2.113-B-4: DEVELOPMENT CRITERIA - Development within a Business-Park Center shall conform to the following criteria:

  a. Business-Park Center developments shall have frontage on, or direct access to, a collector or better roadway, or a local commercial road or service drive that directly connects to a collector roadway or better. Business-Park Centers shall incorporate the use of frontage roads or shared ingress/egress facilities wherever practical.

  b. 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.

c. Buffering shall be provided where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc. are examples of facilities which may require special buffering provisions.

d. Commercial activities to support activity within a Business Park Center shall not exceed 15 percent of the total area of the Business Park.

e. The maximum floor area ratio for commercial activities shall not exceed 0.25. The maximum floor area ratio for non-commercial activities shall not exceed 0.75 in the TSDA, 0.65 in the SDA, and 0.50 in the RDA, unless developed as a Planned Development.

f. Retail sale of goods manufactured on the site of a business located within a Business Park Center is allowed without affecting the fifteen percent (15%) of commercial activity permitted for the entire activity center provided the operation is incidental and subordinate to the manufacturing activity conducted on site and does not exceed eight percent (8%) of the total floor area or 15,000 square feet, whichever is the lesser.

g. New residential development within Business Park Centers shall be limited to High-Density Residential (with proper buffering).

h. All research and development, light-industrial, and distribution activities shall be conducted within enclosed structures with the exception of loading and unloading of transport and distribution vehicles. Outdoor storage shall be screened from off-site view and significantly limited in respect to the floor area provided within enclosed structures.

i. Where centralized water or wastewater services are not available, the maximum impervious surface ratio shall be reduced to afford better protection and function of well and septic tank septic and as required if within a Nutrient Restoration Plan Overlay.

j. Planned Developments within the Business Park Center district may be permitted a maximum floor area ratio up to 1.5 for innovative and attractive employment centers. Intensity increases shall be reserved for those uses that provide substantial economic income opportunities for the County and its residents. Intensity increases shall only be granted to parcels within the TSDA and UGA. The FAR in the RDA may be increased to 0.75 when connection to public water and sewer is available and within a half mile of a transit route. The Land Development Code shall establish development standards and criteria for Planned Developments within the BPC district.

k. Workforce housing for unaccompanied workers in barrack, dormitory, or apartment units under specific design parameters listed in the Land Development Code not to exceed an intensity of thirty-two (32) workers per acre or the limitations established by the Department of Health for water and wastewater usage, whichever allowed intensity is the lesser.

Development Review Committee Recommendation: Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee (DRC) finds that the request **IS compatible** with the surrounding land uses and general character of the area and **IS consistent** with the Polk County Comprehensive Plan and Land Development Code. Therefore, the DRC recommends **APPROVAL of LDCPAS-2026-3.**

Planning Commission Recommendation: On May 6, 2026, the Planning Commission recommended approval of this request (7:0).

GENERAL NOTES

NOTE: This staff report was prepared without the benefit of testimony and evidence submitted by the public and other parties at a public hearing.

NOTE: All written comments made in the application and subsequent submissions of information made during the application review process, which are on file with the Land Development Division, shall be considered to be binding upon the applicant, provided such comments are not at variance with the Comprehensive Plan, LDC or other development regulations in effect at the time of development.

NOTE: Issuance of a development permit by the county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Compatibility with the Surrounding Uses

According to *Policy 2.102-A2* of Polk County's Comprehensive Plan, "land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; and c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development." The "development criteria" and the "density and dimensional regulations" of a land use district are often the measuring tools used by staff to determine compatibility and the appropriateness of locating differentiating uses. Compatibility is defined in the Comprehensive Plan as "a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

A. Land Uses

The site is within a Rural Development Area (RDA). RDAs are those unincorporated areas within the County that are not located within a Transit Supportive Development Area, Urban-Growth Area, Suburban-Development Area, or Utility-Enclave Area. Development in these areas is characterized by large open areas, agricultural use, with scattered development and rural centers. Services are limited and mostly found in the rural centers and clustered developments.

Currently, the site has a Future Land Use designation of Business-Park Center (BPC). BPCs are intended to promote employment opportunities within the region by allowing for the establishment of office parks, research and development parks, areas for light-industrial facilities, distribution centers, and mixed-use employment parks. Business-Park Centers are intended for land use activities that are conducted entirely within enclosed structures with the exception of loading and un-loading. These centers are not intended to accommodate major commercial or other similar high traffic producing facilities. However, these centers often contain other minor commercial facilities, and wholesale facilities, within the Business-Park Center to support the businesses located there.

The proposed request is for an Industrial (IND) Future Land Use designation. Generally, Industrial districts contain more intensive uses and activities than contemplated in a Business-Park Center. The Comprehensive Plan describes Industrial Lands as characterized by facilities for the processing, fabrication, manufacturing, recycling, and distribution of goods, and may contain any use also found within a Business-Park Center. However, land use activities that operate externally to enclosed structures may be permitted within an Industrial Future Land Use designation. Industrial districts are also the appropriate location for land use activities that produce significant amount of noise, odor, vibration, dust, and lighting on and off-site that do not produce a physical product.

As shown on the Future Land Use Map, adjacent properties south, east and west of the site are designated Industrial. BPC is located to the north of the site.

The site is vacant. Based on a review of past aerial photos, the site has been vacant since at least 1980. Aerial photos from 1941 to 1971 show a lake on the site, presumably as a result of phosphate mining activities on adjoining properties. Generally, the predominant uses in this area of the

county are industrial or phosphate mining related, with much of the land in this area having been previously mined.

Surrounding uses next to the site include railroads on the western and eastern boundaries of the site. A manufacturing use (YTR Ammunition, an ammunition manufacturer) is southeast of the site. Outdoor storage is located west and northwest of the site. Property to the north and south are vacant.

There are several reasons why this request is considered to be compatible, and consistent with the Comprehensive Plan and Land Development Code. The location of transportation facilities, such as railroads and arterial highways is a factor in determining the appropriateness of industrial lands. This site has access to an arterial highway and is flanked by two railroads. Specifically, one of the criteria for locating Industrial lands is the location of private roads with full median access, as outlined in Policy 2.113-A3.f.3.(a). Therefore, this request is consistent with the applicable policies in the Comprehensive Plan.

Adjacent properties are both designated for industrial types of uses and activities. Because of the similarity in current uses and Future Land Use designations, designating this site as Industrial will be compatible.

B. Infrastructure:

According to Comprehensive Plan POLICY 2.102-A1: DEVELOPMENT LOCATION, "Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities."

The site is located in the Rural Development Area (RDA), where connections to water and sewer service are not required.

The following table provides a reference point for notable and pertinent Future Land Use Map districts and existing land uses upon them.

Table 1 Future Land Use Map Districts and Existing Uses

Northwest Industrial (IND) Light Manufacturing	**North** Business Park Center (BPC) Vacant	**Northeast** Industrial (IND) Light Manufacturing
West Industrial (IND) Outdoor Storage	**Subject Site** Business Park Center (BPC) Vacant	**East** Industrial (IND) Light Manufacturing
Southwest Industrial (IND) Vacant	**South** Industrial (IND) Vacant	**Southeast** Industrial (IND) Ammunition Manufacturing

Nearest and Zoned Elementary, Middle, and High School

The schools zoned for the subject property are listed in Table 2 below. Because the request is for a non-residential use, the request will not impact school concurrency.

Table 2: School Information

School	Annual Estimated Demand	Distance from Subject Site
Kingsford Elementary	0	1.5 mile
Mulberry Middle School	0	1.6 miles
Mulberry Senior High	0	2.3 miles

Source: Polk County School Board website

Nearest Sheriff, Fire, and EMS Station

Polk County Fire Rescue provides Advanced Life Support transport to all residents and visitors of Polk County. Emergency response is considered effective if response times are within eight (8) minutes in rural and suburban areas and 13 minutes in urban areas.

Sherriff response times are not as much a function of the distance to the nearest sheriff's substation rather more a function of the overall number of patrol officers within the County. Priority 1 Calls are considered true emergencies, in-progress burglary, robbery, injuries, etc. Priority 2 Calls refer to events that have already occurred, such as a burglary that occurred while the homeowner was on vacation and had just been discovered.

Table 3 provides a breakdown of response times and travel distances for emergency services.

Table 3 Public Safety Information

	Name of Station	Distance	Response Time*
Sheriff	Southwest District, located at 4120 US 98 South, Lakeland	15.65 miles	P1: 8:55 minutes P2: 26:47 minutes
Fire/ EMS	Polk County Fire Rescue Station 15, located at 300 Kid Ellis Rd, Mulberry	3.4 miles	9-14 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.*

Water and Wastewater

The subject property is in a Rural Development Area (RDA), where connection to public water and sewer is not required. No sewer service or water lines are available in this area.

A. Estimated Demand

The development of the property under the proposed land use designation should not negatively impact the minimum LOS for the existing facilities, due to the relatively low consumption and generation rates. The following analysis assumes the maximum allowed density/intensity of 561,924 square feet of warehouse space for IND, and 561,924 square feet of professional offices space for BPC.

Table 4 Estimated Water and Sewer Impact Analysis

Maximum Allowable Use: BPC-1 – 25.8 AC/1,123,848 SF of site *.50 FAR = 561,924 SF IND – 25.8 AC/1,123,848 SF of site *.50 FAR = 561,924 SF	Estimated Impact Analysis Business Park Center (BPC-1) to Industrial (IND) *Development Area: RDA*	
	Current Land Use designation BPC-1	**Maximum Permitted Use in Proposed IND**
Current Maximum Allowable Use	561,924 Square Feet (SF)	561,924 Square Feet (SF)
Potable Water Consumption	561,924 SF * .24 GPD/SF = **134,862 GPD**	561,924 SF * .24 GPD/SF = **134,862 GPD**
Wastewater Generation	570,854 SF * 80% of water usage **107,890 GPD**	570,854 SF * 80% of water usage **107,890 GPD**

GPD – Gallons Per Day
Source: Polk County Concurrency Manual and Polk County Utilities: Professional Offices @ .24 GPD/SF (water) & .18 GPD/SF (sewer); Warehouse @ .24 GPD/SF (water) & .18 GPD/SF (sewer)

B. Available Capacity:

Because this property is in a Rural Development Area, public water or sanitary sewer services are not available.

C. Planned Improvements:

No information is known currently about any planned improvements to utilities in this area.

Roadways/ Transportation Network

The Polk County Transportation Planning Organization (TPO) monitors traffic congestion on over 425 roadway segments (950 directional links). The data identifies both daily and peak hour traffic volumes. The peak hour traffic volumes are used to estimate the level-of-service for each roadway, in each direction. Level-of-service refers to the quality of traffic flow. It is the primary measure of traffic congestion. Level-of-service (LOS) is measured on a scale of 'A' to 'F' with LOS 'A' being the best (free-flow traffic) and LOS 'F' being the worst (severe traffic congestion).

The proposed Comprehensive Plan Amendment is not anticipated to affect surrounding roadways or transportation network. The Amendment will not change the LOS below the minimum established standards.

A. Estimated Demand

Table 5, following this paragraph, shows the Average Annual Daily Trip (AADT) rate and the PM Peak hour trip rate. The analysis is based on a maximum permitted use of 561,924 square feet of general light industrial. The following analysis assumes the maximum allowed intensity of 561,924 square feet of warehouse space for BPC and 561,924 square feet for IND.

Table 5 Estimated Transportation Impact Analysis

Maximum Allowable Use: BPC-1 – 25.8 AC/1,123,848 SF of site *.50 FAR = 561,924 SF IND – 25.8 AC/1,123,848 SF of site *.50 FAR = 561,924 SF	Estimated Impact Analysis Business Park Center (BPC-1) to Industrial (IND) Development Area: RDA	
	Current Land Use designation BPC-1	**Maximum Permitted Use in Proposed IND**
	561,924 Square Feet (SF)	561,924 Square Feet (SF)
Average Annual Daily Trips (AADT)	561,924 SF *1.71 trips/1,000 SF = **961 AADT**	561,924 SF * 4.87 trips/1,000 SF = **2,736 AADT**
PM Peak Hour Trips	561,924 SF * .18 trips/1,000 SF = **101 PM Peak Hour Trips**	561,924 SF * .65 trips/1,000 SF = **37 PM Peak Hour Trips**

Source: Concurrency Manual and Table for Minor Traffic Study – Warehousing (ITE 150) – 1.71 AADT/1,000 SF; General Light Industrial (ITE 110) – 3.60 AADT/1,000 SF, 0.49 peak-hour trips/1,000 SF.

B. Available Capacity:

The roads surrounding the subject site should have sufficient capacity available, depending on the eventual use and full build out of the site. The Polk Transportation Planning Organization (TPO) monitors certain roadways based on maximum approved traffic in comparison to current vehicle trips to determine what capacity is available.

Table 6, below, charts the generalized available capacity of the most-affected links.

Table 6 Available Capacity

Link #	**Road Name**	**Current Level of Service (LOS)**	**Available PM Peak Hour Capacity**	**Minimum LOS Standard**	**5-Year Peak Hour Projected LOS**
5801N	SR 37 From: SR 674 To: SR 640	B	582	C	B
5801S	SR 37 From: SR 674 To: SR 640	B	570	C	B

Source: Polk County Transportation Planning Organization, Concurrency Roadway Network Database January 17, 2025

As identified above, SR 37 has sufficient PM peak hour capacity to support future development activity.

The subject parcel is next to Cozart Road. This road is a privately owned road and has a pavement width of 20 feet. There is an easement on the road that allows for access to the site.

C. Roadway Conditions

Because Cozart Road is a privately maintained road, no information regarding the Pavement Condition Index is available.

D. Planned Improvements:

There are no known improvements for this portion of Highway 37 South at this time.

E. Mass Transit

The Route 21X West – Bartow/ Mulberry/ Ft. Meade traverses this section of Highway 37 South in Mulberry. There is a bus stop at the northwest corner of Highway 37 South, about .9 miles walking distance from the site.

F. Sidewalks

There are no sidewalks in front of the subject property, nor along adjacent streets.

Park Facilities and Environmental Lands

The closest County Park is Pinedale Park, located 1 mile south of the site. Because the proposed amendment is for non-residential uses, it will not have an impact on this facility.

A. Location:

Pinedale Park is located on the south side of Temple Street in the Pinedale subdivision in Mulberry (no address available).

B. Services:

Pinedale Park is a County Park is a vacant lot with no special service or equipment.

C. Multi-use Trails:

There are no multi-use trails in the immediate area. According to the Polk GIS Viewer, the closest trails can be found at the Lakeland Highlands Scrub, 5.3 miles Northeast of the site.

Environmental Lands

The site is located close to an Ecological Greenway Network but is not within that area. The closest conservation area is 2.45 miles Northwest of the site, Alafia River Reserve.

Environmental Conditions

There are wetlands and floodplains on this site. Because of these conditions, any development of the site will have to take these conditions into account and comply with the applicable requirements of Section 620 (Wetland Protection) and Section 630 (Flood Hazard Management and Floodplain Protection) of the Land Development Code.

A. Surface Water:

There are no surface waters on the site. A freshwater pond is about 600 feet west of the site.

B. Wetlands/Floodplains:

The site contains floodplains and wetlands.

C. Soils:

The site is comprised of Neilhurst sand/1 to 5 percent slopes, according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey. Table 7, below, lists the soils associated with the subject site.

Table 7 Soils

Soil Name	**Septic Tank Absorption Field Limitations**	**Limitations to Dwellings Without Basements**	**% of Site** *(approximate)*
Neilhurst sand/1 to 5 percent slopes	Severe: wetness	Slight	100.%

Source: Soil Survey of Polk County, Florida 1985, USDA, Soil Conservation Service

Any future development of the site will be subject to Section 2.303: "Soils" of the County's Comprehensive Plan (in conjunction with the Land Development Code) which requires all development to implement Best Management Practices based on the Department of Environmental Protection's (DEP) Florida Development Manual.

D. Protected Species

According to the Florida Natural Areas Inventory Biodiversity Matrix, the site is located within one mile of a rookery. Prior to site clearing or grubbing, the applicant shall hire a qualified professional to conduct a site survey/walkover to ensure that no threatened or endangered plant or animal species exist on the site. If any are discovered, the applicant shall properly protect the specie(s) or mitigate any impacts consistent with federal, state, and local law.

The PolkGreen Map displays this parcel as near potential connection of an overall natural network. Moreover, there are no conservation easements on this parcel, but a property with an conservation easement is ¾ mile north of the site.

E. Archeological Resources:

Based on information received from the Secretary of State's Department of Historical Resources office, there are no archeological or historic resources on the site.

F. Wells (Public/Private)

The site is not within a Wellfield Protection District.

G. Airports:

This property is not within the Airport Impact District.

Economic Factors:

Construction of buildings and site development activities create temporary jobs. Any new business activity that occurs at this site will need more goods and services, thereby generating more economic activity.

The proximity of this site next to Highway 37 and existing railroads provide an opportunity for new businesses to locate on this site, thereby also providing jobs to support the Mulberry community.

Consistency with the Comprehensive Plan

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

Table 8 Comprehensive Plan

Comprehensive Plan Policy	Consistency Analysis
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 site is in between two properties that are designated as Industrial (IND) and would be compatible.
POLICY 2.102-A1: DEVELOPMENT LOCATION – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing Communities.	The site is in an existing industrial area.
POLICY 2.102-A10: LOCATION CRITERIA - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area: a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided, b. nearness to agriculture-production areas; c. distance from populated areas; d. economic issues, such as minimum population support and market-area radius (where applicable); e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to: 1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways; 2.sanitary sewer and potable water service; 3. storm-water management; 4. solid waste collection and disposal; 5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment;	The proximity of the site next to SR 37, next to an existing industrial area, and bordered on two sides by a railroad. These features make the site appropriate for more intensive industrial uses.

Comprehensive Plan Policy	Consistency Analysis
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 2.108-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within Rural-Development Areas: a. ACTIVITY CENTERS: Rural-Cluster Centers, and Tourism Commercial Centers shall be permitted within RDAs in accordance with applicable criteria. b. RESIDENTIAL: Rural Residential Districts (Section 2.121) and Rural Cluster Center (RCC) shall be permitted within RDA's in accordance with applicable criteria. c. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business Park Centers, Office Centers, Phosphate Mining, Leisure/Recreation, Agricultural/Residential-Rural, Recreation and Open Space, Preservation, Institutional. Note: Some land use categories are only allowed in adopted Selected Area Plans, special areas or neighborhood plans as specified in Section 2.109.	The site is in a Rural Development Area (RDA).
POLICY 2.113-A3: LOCATION CRITERIA - Industrial development within the County shall occur within lands designated as Industrial on the Future Land Use Map Series. The following factors shall be taken into consideration when determining the appropriateness of establishing new Industrial areas: a. Industrial development shall be located within an Transit Supportive Development Area Urban-Growth Area, Suburban-Development Area, Rural-Development Area, or Utility-Enclave Area. b. Accessibility to major air and ground transportation, including but not limited to arterial roadways, rail lines, and cargo airport terminals. c. The locational criteria enumerated in Policy 2.102-A9 and Policy 2.102-A10. d. Industrial facilities should group together in planned industrial districts on sites capable of being expanded and developed in stages.	This request can be considered to be part of an expansion of an existing industrial district. The site is located near an arterial road, and has direct access next to two railroads. Cozart Road has full median access to SR 37.

Comprehensive Plan Policy	Consistency Analysis
e. Industrial districts shall be separated significant distances from schools and developed residential areas through a combination of physical separation and screening and/or buffering in accordance with standards in the County's Land Development Code. f. The location criteria for Industrial Districts shall serve to maximize access to the arterial road system and minimize the routing of commercial traffic through residential areas by requiring access be limited to: 1. arterial roads; 2. collector roads, if the subject parcel is within 2 miles of an intersecting arterial road; or 3. local commercial roads or private roads under the following conditions: (a) the road has full median access onto to an arterial road; (b) the road does not serve existing or expected future residential traffic from the surrounding area; (c) the road has a structural integrity and design characteristics suitable for truck traffic. g. Applications for establishment of an Industrial district shall include a plan consistent with Policy 2.110-L5.	

Urban Sprawl Analysis
After analyzing the primary indicators of Urban Sprawl per *Policy 2.109-A10* of the Polk County Comprehensive Plan, the proposed request is not considered to be urban sprawl.

Table 9 (below) depicts the Urban Sprawl Criteria used by staff as indicators of Urban Sprawl.

Table 9 Urban Sprawl Criteria

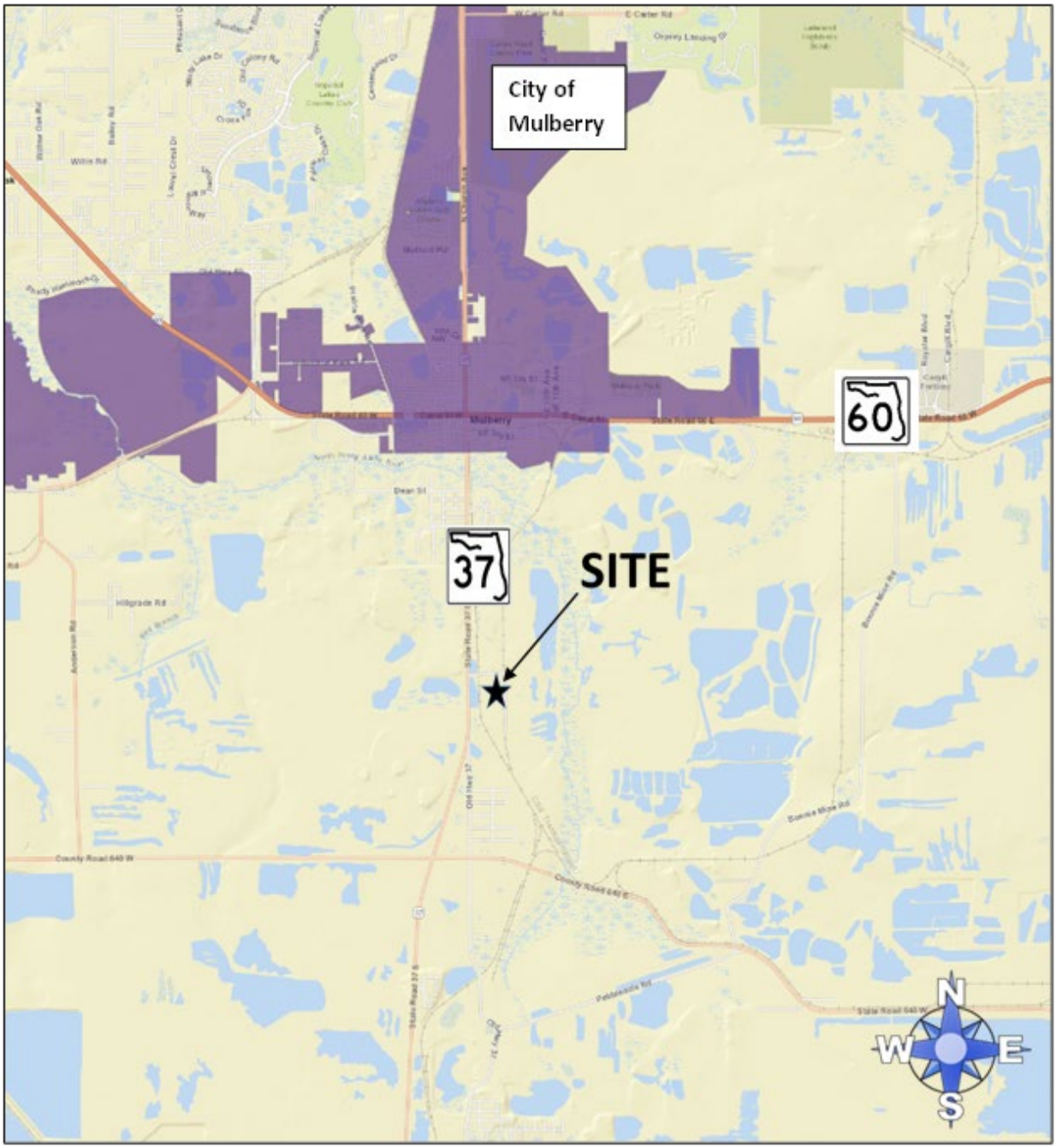
Urban Sprawl Criteria: The following criteria are the primary indicators of urban sprawl per Florida Statutes	
Urban Sprawl Criteria	**Sections where referenced in this report**
a. *Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.*	Summary of analysis
b. *Allows a significant amount of urban development to occur in rural areas.*	Summary of analysis
c. *Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.*	Summary of analysis, surrounding Development, compatibility
d. *Fails to adequately protect and conserve natural resources and other significant natural systems.*	Summary of analysis, surrounding Development, compatibility
e. *Fails to adequately protect adjacent agricultural areas.*	Compatibility with Surrounding Land Uses
f. *Fails to maximize existing public facilities and services.*	Summary of Analysis, Infrastructure
g. *Fails to minimize the need for future facilities and services.*	Summary of Analysis, Infrastructure
h. *Allows development patterns that will disproportionately increase the cost of providing public facilities and services.*	Summary of Analysis, Infrastructure
i. *Fails to provide a clear separation between urban and rural uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
j. *Discourages infill development or redevelopment of existing neighborhoods.*	Summary of Analysis, Compatibility with Surrounding Land Uses
k. *Fails to encourage an attractive and functional mixture of land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
l. *Will result in poor accessibility among linked or related land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
m. *Results in the loss of a significant amount of open space.*	Summary of Analysis, Compatibility with Surrounding Land Uses

Comments From Other Agencies:

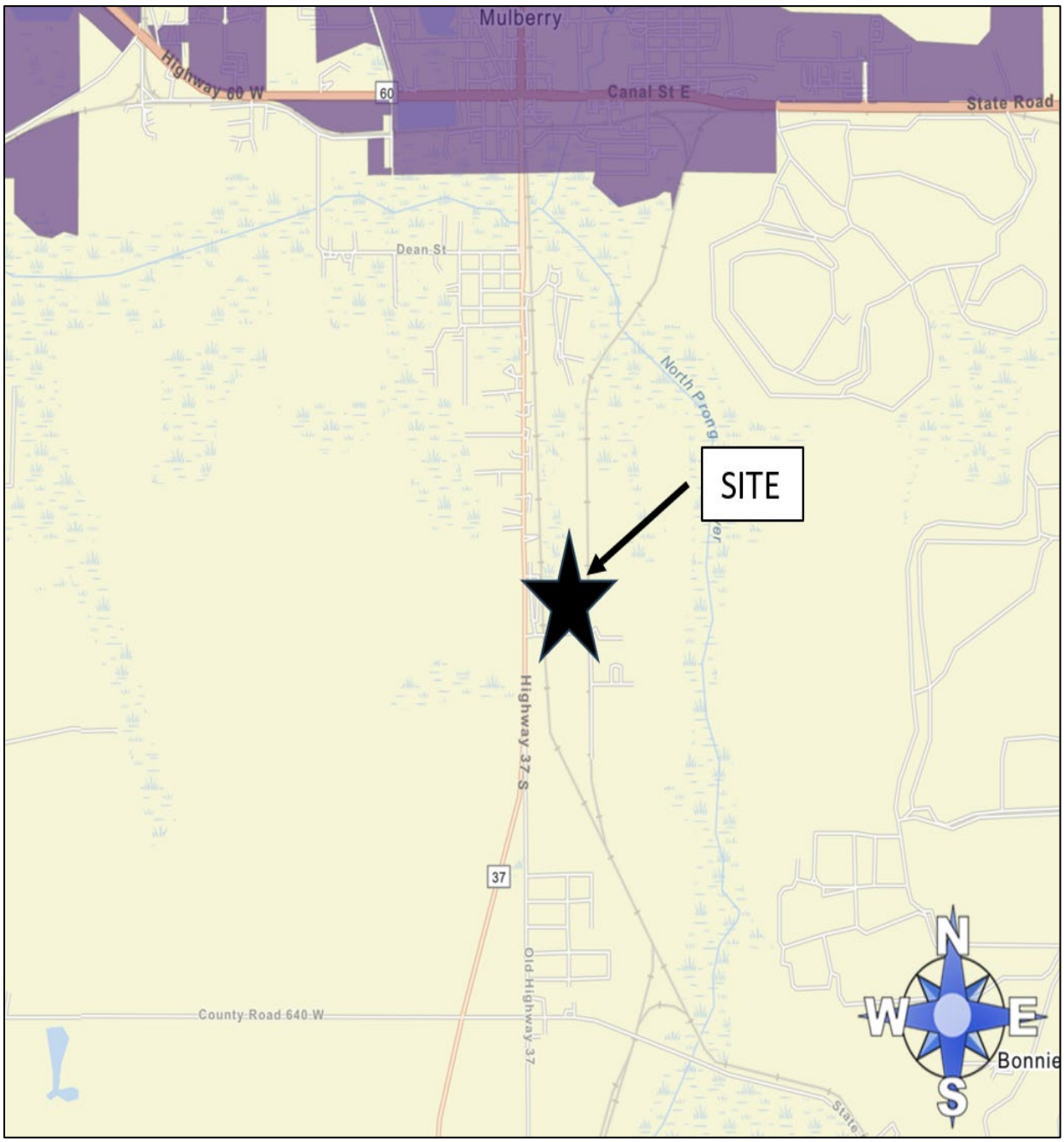
None

Exhibits:

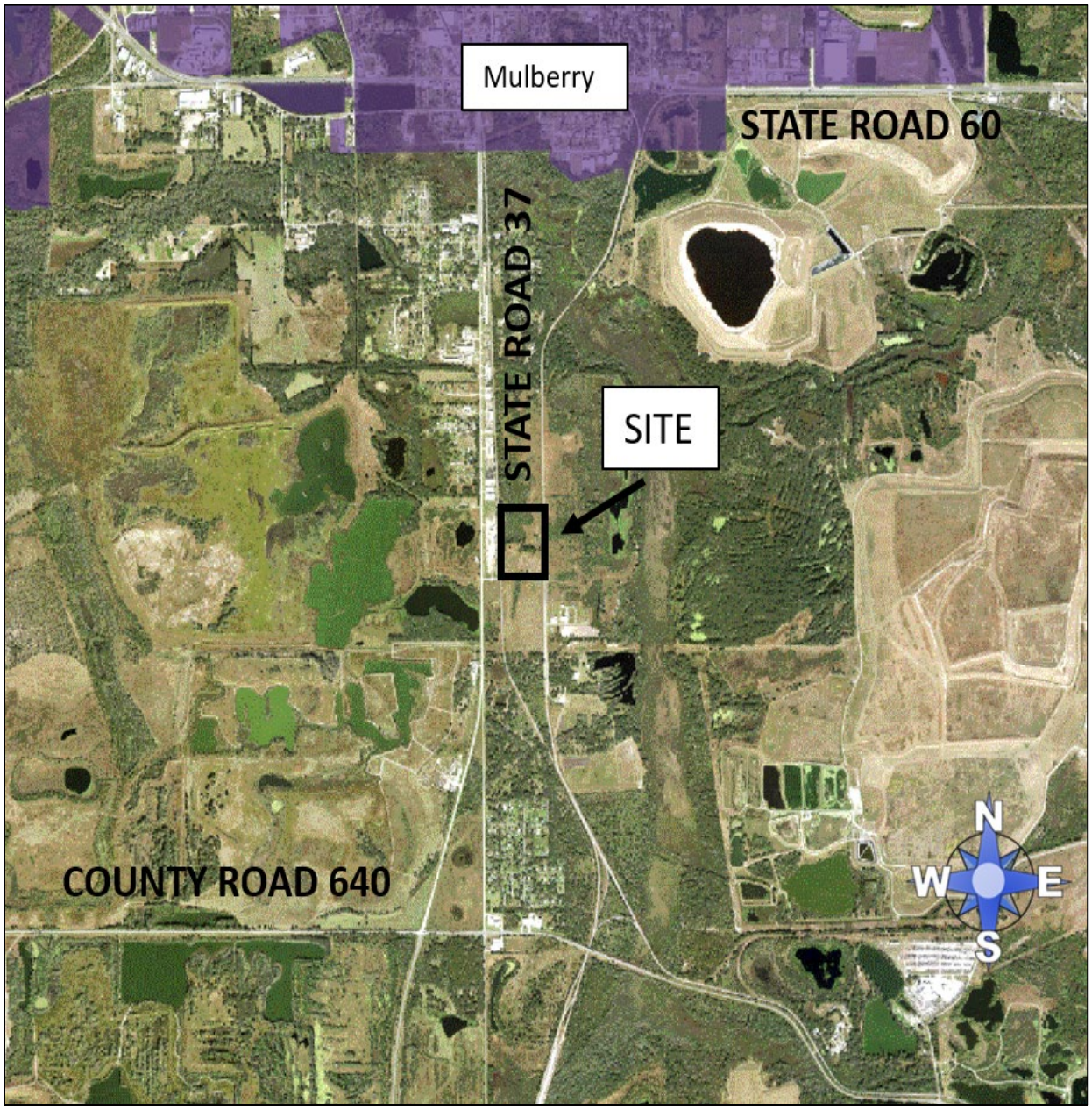
Exhibit – 1 Location Map
Exhibit – 2 Location Map (Detailed)
Exhibit – 3 2023 Aerial Photo (Context)
Exhibit – 4 2023 Aerial Photo (Detailed)
Exhibit – 5 Current Future Land Use Map
Exhibit – 6 Proposed Future Land Use Map
Exhibit – 7 District Use Comparison Tables



Location Map



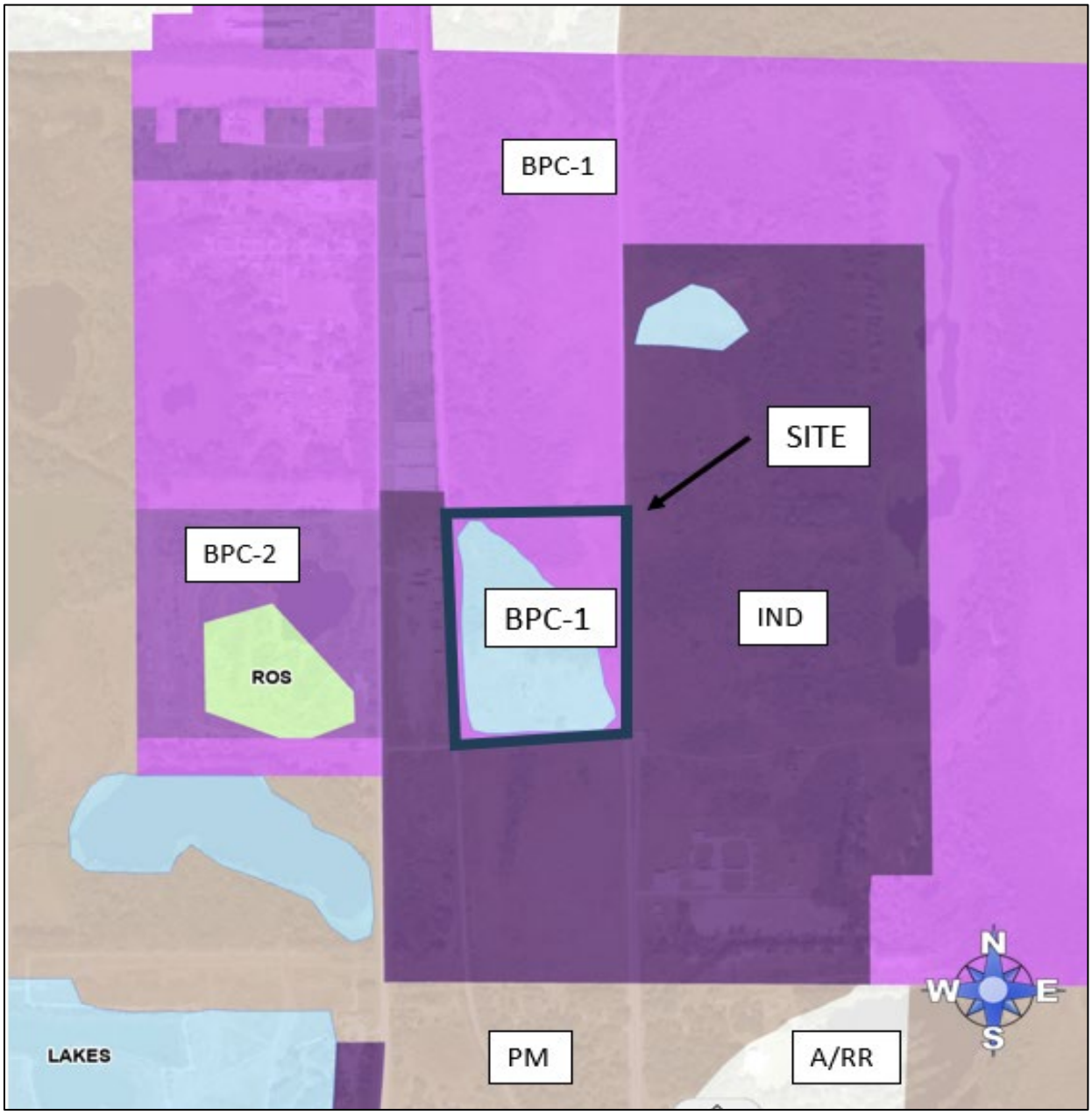
2023 Aerial Photo (Context)



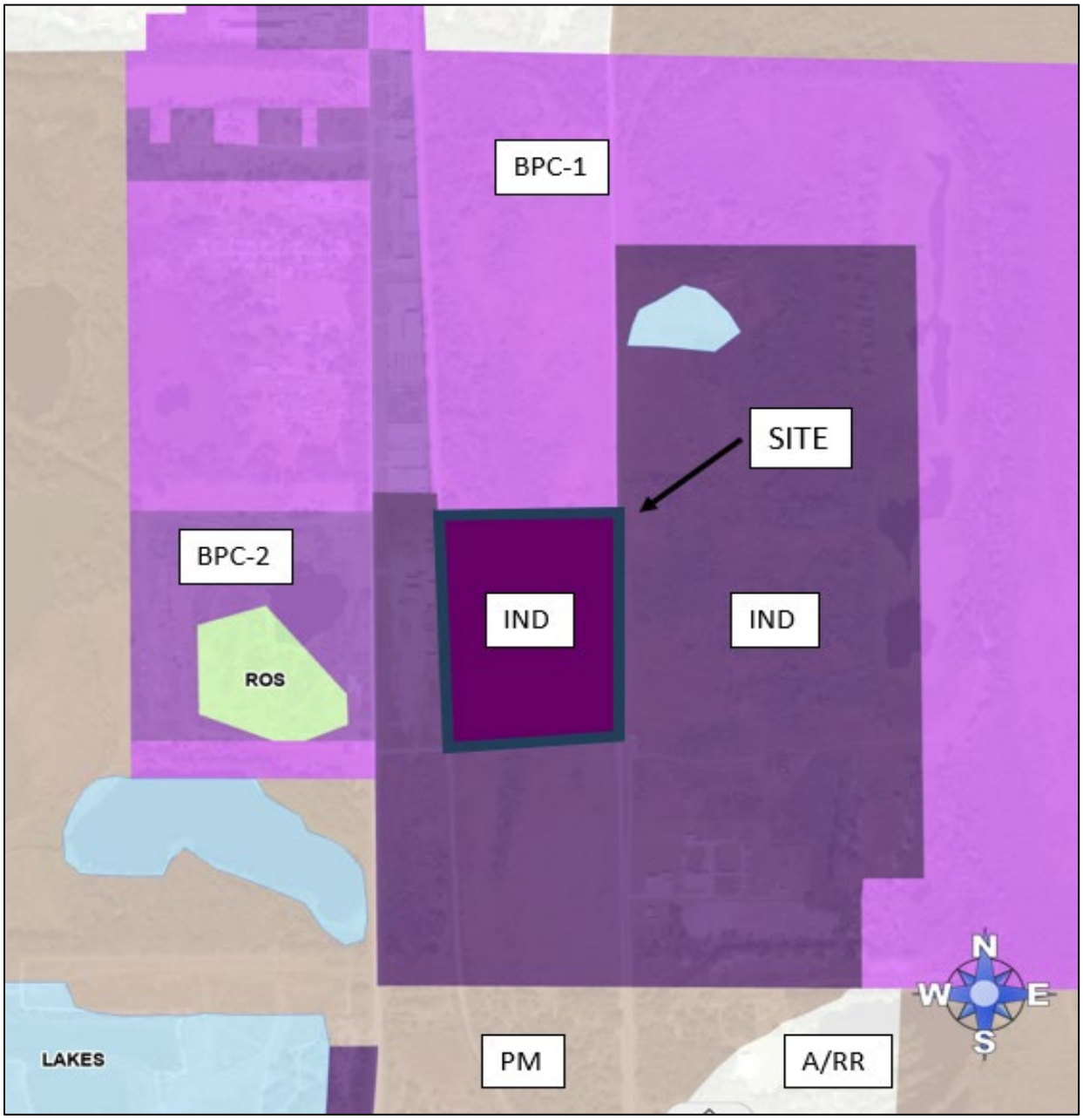
2023 Aerial Photo (Context)



2023 Aerial Photo (Detailed)



Current Future Land Use Map



Proposed Future Land Use Map

FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
BPC-1	Farming General, Government Facility, Nurseries and Greenhouses, Office, Office Park, Personal Service, Printing & Publishing, Research & Development, Studio- Production, Transit- Facility, Utilities- Class I, Utilities- Class II, Warehousing/Distribution	Alcohol Package Sales, Bars- Lounges- and Taverns, Golf Course, Recreation- Passive, Cardboard & Shredded Paper Collection; Commercial Vehicle Parking, Communication Tower- Monopole, Community Center, Convenience Stores- Isolated, Cultural Facility, Financial Institution, Financial Institution- Drive Through, Gas Station, Heliports, Helistops, Hotels and Motels, Manufacturing- Light, Medical Marijuana Dispensaries, Nurseries- Retail, Religious Institution, Restaurant- Drive-thru/Drive-in, Restaurant- Sit-down/Take-out, Retail- 10-000 – 34-999 sq. ft., Retail- 35-000 - 64-999 sq. ft, Retail- Less than 10-000 sq. ft., School- Leisure/Special Interest, School- Technical/Vocational/Trade & Training, School- University/College, Self-storage Facility, Solar Electric-Power Generation Facility	Multi-family, Planned Development, Transitional Area Development, Agricultural Support- Off-Site, Airport, Animal Farm- Intensive, Communication Towers- Guyed and Lattice, Lime Stabilization Facility, Mining- Non-phosphate, Retail- More than 65-000 sq. ft., Utilities- Class III, Water Ski Schools, Power Plants Non-Certified-Low

FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
IND	Agricultural Support-Off-Site, Animal Farm- Intensive, Commercial Vehicle Parking, Crematorium, Farming-General, Government Facility, Kennels, Boarding and Breeding, Livestock Sale, Auction, Manufacturing, Explosives/Volatile Material, Manufacturing-Light, Manufacturing, General, Motor Freight Terminal, Nurseries and Greenhouses, Office, Personal Service, Printing & Publishing, Recreation-Passive, Research & Development, Retail, Home Sales Offsite, School- Technical/Vocational/Trade & Training, Studio, Production, Transit- Facility, Utilities- Class I, Utilities- Class II, Vehicle Repair- Auto Body, Vehicle Service- Mechanical, Warehousing/Distribution	Farm Worker Dormitory - Barrack Style, Alcohol Package Sales, Bars, Lounges and Taverns, Breeding, Boarding, and Rehabilitation Facility, Wild or Exotic, Cardboard and Shredded Paper Collection, Communication Tower- Guyed and Lattice, Communication Tower- Monopole, Community Center, Convenience Stores- Isolated, Cultural Facility, Financial Institution, Financial Institution- Drive Through, Gas Station, Golf Course, Heliports, Helistops, Heavy Machinery Equipment Sales and Services, Hotels and Motels, Medical Marijuana Dispensaries, Nurseries- Retail, Railroad Yard, Recreation Vehicle Storage, Religious Institution, Restaurant- Drive-thru/Drive-in, Restaurant- Sit-down/Take-out, Retail- 10-000 – 34-999 sq. ft., Retail- 35-000 - 64-999 sq. ft, Retail- Less than 10-000 sq. ft., School- Leisure/Special Interest, Self-storage Facility, Utilities Class III, Solar Electric-Power Generation Facility, Vehicle Recovery Service/Agency, Veterinary Service.	Planned Development, Airport, Construction Aggregate Processing, Construction Aggregate Storage, Gypsum Stack, Hazardous Waste Transfer, Storage, Hazardous Waste Treatment Facilities, Lime Stabilization Facility, Mining- Non-phosphate, Power Plants Non-Certified-Low, Power Plants Non-Certified-High, Salvage Yard, School-University/College, Seaplane Base, Water Ski Schools

DISTRICT USE COMPARISON TABLES

ORDINANCE NO. 26 -____

AN ORDINANCE OF POLK COUNTY, FLORIDA ADOPTING **LDCPAS-2026-3;** AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN, ORDINANCE 92-36, AS AMENDED, TO CHANGE THE FUTURE LAND USE MAP DESIGNATION ON 25.8+/- ACRES FROM BUSINESS PARK CENTER (BPC) TO INDUSTRIAL (IND). THE SITE IS LOCATED NORTH OF COZART ROAD, EAST OF HIGHWAY 37 SOUTH, SOUTH OF THE CITY OF MULBERRY, EAST AND WEST OF THE CSX RAILROAD, IN SECTION 13, TOWNSHIP 30, 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 May 6, 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 June 16, 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 25.8+/- acre site from Business Park Center (BPC) to Industrial (IND) on the parcel listed below and graphically depicted on the parcel map in Attachment "A".

Parcel 233013000000043040

COMM NW COR OF NE1/4 OF NE1/4 RUN N88-44-47W 1324.25 FT N88-45-20W 1401.10 FT S01-02-23E 928.93 FT N88-57-37E 20 FT S01-02-23E 1566.45 FT TO CURVE RUN SELY ALONG CURVE 178.81 FT TO POB CONT SELY ALONG CURVE & R/W LINE OF CSX RR SPUR LINE 900.37 FT TO REVERSE CURVE RUN SELY ALONG CURVE 343.39 FT S86-13-47W 853 FT N02-30-46W 1313 FT S89-12-27E 901.86 FT TO POB

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 July 17, 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 Commerce or Administration Commission finding the amendment in compliance in accordance with Section 163.3184 (1)(b), Florida Statutes. No development orders, development permits, or land uses dependent upon this amendment, as described on the attached map of proposed land uses, may be issued or commence before it has become effective.

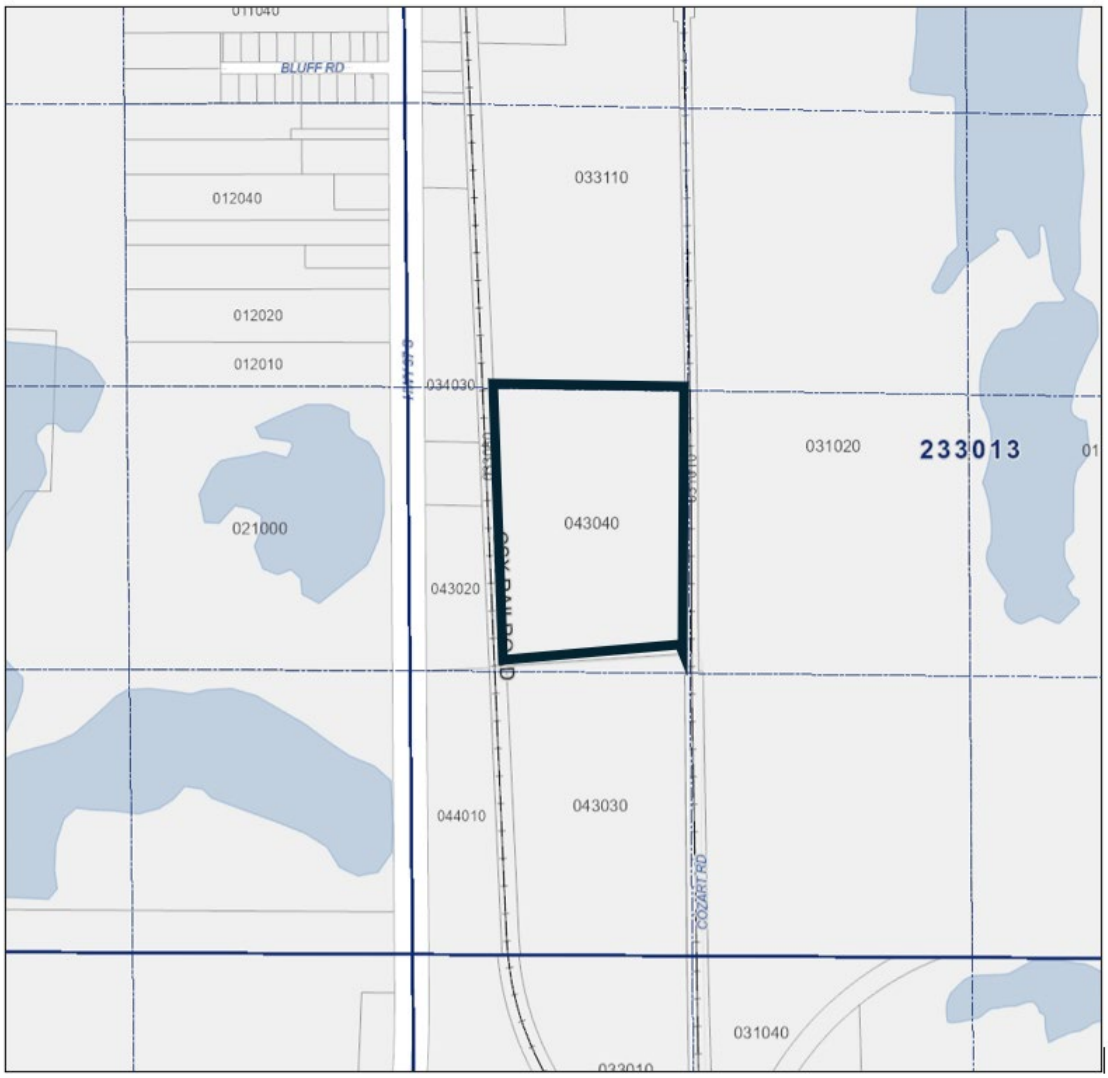
SECTION 4: FILING WITH THE DEPARTMENT OF STATE:

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

ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this 16th day of June 2026.

ATTACHMENT "A"

LDCPAS 2026-3
Location: Cozart Road, east of Highway 37 South, south of the City of Mulberry, east and west of the CSX railroad, in Section 13, Township 30, Range 23.
Section-13 Township-30 Range-23



PARCEL DETAIL
Note: Not to Scale

POLK COUNTY
www.polk-county.net

LEVEL 3 & 4 DEVELOPMENT REVIEW APPLICATION

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

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	David & Cathy Sumner	Sloan Engineering Group Inc.	Steve Sloan
Work Number	863-797-7693	863-800-3046	863-800-3046
Fax Number			
Mailing Address	P.O. Box 215 Mulberry, Florida 33860	P.O. Box 253 Bartow, Florida 33831	P.O. Box 253 Bartow, Florida 33831
Email	sumnersinc@yahoo.com	admin@sloaneg.com	ssloan@sloaneg.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.

There is currently no proposed use for the property. The request is to change the property to Industrial landuse in an effort to market and seek users with needs for Industrial property.

	Range	Township	Section	Subdivision #	-	Parcel #
Parcel ID Number(s):	R 23	T 30	S 13	000000	-	043040 .
	R	T	S		-	.
	R	T	S		-	.
	R	T	S		-	.

(Include others on a separate attachment)

Address and Location of Property:

0 Cozart Road Mulberry Florida 33860

Directions to Property from Bartow

Take FL-60 West
Turn left onto FL-37 S/S Church Ave
Continue to follow FL-37 S for approximately 1.6 miles
Destination will be on the left

Property Description

Future Land Use (and Subdistrict if applicable): Business Park Center (BPC-1)

Property Size: 28.82 Development Area: N/A

Water Provider Name and Phone Number: N/A - Private well

Sewer Provider Name and Phone Number: N/A - Septic

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

Selected Area Plan: N/A
(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.):

Industrial landuse **NW**	BPC-1 **N**	Industrial landuse **NE**
Industrial landuse **W**	currently has a landuse designation of BPC-1 **Subject Property**	Industrial landuse **E**
Industrial landuse **SW**	Industrial landuse **S**	Industrial landuse **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, Steve Sloan, Authorized Agent (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.

_____ 01/29/2026

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

Processing Time & Extension Procedures

Polk County
Office of Planning and Development

Contact Information:

Name of Applicant/Property Owner/Agent: Sloan Engineering Group Inc.

Mailing Address: P.O. Box 253 Bartow Florida 33831

Phone: 863-800-3046 Email: admin@sloaneg.com

Location of Property: 233013-000000-043040

Per F.S. 125.022(1), the County must process applications for development orders and development permits pursuant to timeframes set forth in the statute and as adopted by Land Development Code (LDC) Sections 905 through 908, as follows:

- The County shall notify applicants indicating the application is complete or specify deficiencies within 30 days after receipt of the application.
- If deficiencies are identified, applicants shall have 30 days to submit the required additional information or the application will be withdrawn. Both parties may agree to a reasonable request for an extension of time only in the event of a *force majeure* or other extraordinary circumstance.
- Within 120 days after a Level 2 Review (LDC Section 905) application is deemed complete, the County must approve, approve with conditions, or deny each application. These limits may be reasonably extended by mutual agreement of the applicant and the County for up to 120 days.
- Within 180 days after a Level 3-5 Review (LDC Sections 906-908) application is deemed complete, the County must approve, approve with conditions, or deny each application. These limits may be reasonably extended by mutual agreement of the applicant and the County for up to 90 days.
- Additionally, per F.S. 125.022(2), when reviewing an application for a development permit or development order that is certified by a professional listed in F.S. 403.0877, the County may not request additional information from the applicant more than three times unless the applicant waives the limitation in writing.

To request an extension of processing time and waiver of the limitation on requests for additional information, please fill out and sign this form and return it to OPD staff. **Applicants may request an extension of processing time at the time of filing an initial application or at any time an application is pending before final action.** Please be advised that the Applicant may incur additional advertising fees.

As the Applicant/Agent for Applicant for a development order or development permit from Polk County, I acknowledge the timeframes as listed above and hereby request (check all that apply):

(●) Decline the waiver and agree to comply with the timeframes set forth in F.S. 125.022(1) and the LDC.

( ) A waiver of the limitation on requests for additional information per F.S. 125.022(2).

○ An extension of _____ days for the submittal of additional information necessary for a complete application. *(Granted in the event of extraordinary circumstances)*

○ An extension of _____ days for the County to issue final action approving, approving with conditions, or denying an application for development permit or development order. *(Maximum 120 days for Level 2 Reviews; maximum 90 days for Level 3-5 Reviews)*

Stephen L. Sloan Digitally signed by Stephen L. Sloan Date: 2026.01.13 11:41:20 -05'00' 01/13/2026

Signature of Applicant/Agent for Applicant Date

**Not applicable to Comprehensive Plan Amendments, LDC text amendments, or the Green Swamp Area of Critical State Concern*

For Official Use Only:

Date Received: _____ Meeting Date: _____

Project Number: _____ Approved/Denied: _____

Subject: Agent Authorization
Project: Cozart Road
Parcel Id: 233013-000000-043040

To whom It may Concern:

I, David & Cathy Sumner, Owners hereby designate and authorize Sloan Engineering Group to act on behalf of Owner, as the authorized agent, applicant, and representative in the processing and furnishing of supplemental information in support of the zoning, building and site development permit applications to the governing entities for the subject project.

Owner's Signature — Date: 12-31-25

Owner's Signature — Date: 12-31-25

P.O. Box 215 Mulberry Florida 33860
Address

863-797-7693
Phone Number

sumnersinc@yahoo.com
E-mail address

State of Florida
County of Polk

The foregoing instrument was acknowledged before me this 31 day of December 20 25

by David E. Sumner / Cathy A. Sumner who is personally known to me or who has produced S560-165-64-367-0 S560-101-61-628-0 as identification.

(Notary Signature)

My Commission expires: Aug 29, 2029

Notary Stamp

KENDRA ANDREWS
Notary Public - State of Florida
Commission # HH 690785
My Comm. Expires Aug 29, 2029
Bonded through National Notary Assn.

SLOAN
Engineering Group

P.O. Box 253, Bartow, Florida 33831
Office: (863) 800-3046
Fax: (863) 800-1159

Project: Sumner Property – Cozart Road
Parcel Id: 233013-000000-043040

Narrative

This request is to amend the existing landuse on the subject property from Business Park Center (BPC) to Industrial (IND). The subject property has access to State Road 37 via an easement agreement recorded in OR Book 13444, Pgs 1719-1732). A portion of the subject property is designated as lakes. This is a result of the historical mining on the subject property. The mapping is incorrect as the subject property does not contain a lake. The subject property also contains a portion of floodplain with an undetermined flood elevation. Examination of the topography on the property makes it clear that the mapped floodplain is incorrect. The property will need to have the extent of the floodplain determined (via a flood study) at some point in the future when development plans are determined.

The subject property is consistent with the Polk County Comprehensive Plan and Land Development Code as summarized in the enclosed Impact Assessment Statement and Demonstration of Need.

SLOAN
Engineering Group

P.O. Box 253, Bartow, Florida 33831
Office: (863) 800-3046
Fax: (863) 800-1159

IMPACT ASSESSMENT STATEMENT

LAND AND NEIGHBORHOOD CHARACTERISTICS

Assess the compatibility of the requested land use with adjacent properties and evaluate the suitability of the site for development. At a minimum, address the following specific questions in your response:

1. *How and why is the location suitable for the proposed uses?*
The subject property currently has a landuse designation of BPC-1 and is bordered to the west, east, and south by Industrial landuse and bordered to the north by BPC-1 landuse. Additionally, the property is bordered by railway to the east and west.

2. *What are, if any, the incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses?*
There are no incompatibility or special efforts needed as the site is surrounded by similar uses.

3. *How will the request influence future development of the area?*
This request will provide opportunities for additional Industrial uses compatible with the surrounding area.

ACCESS TO ROADS AND HIGHWAYS

Assess the impact of the proposed development on the existing, planned and programmed road system. At a minimum, address the following specific questions in your response.

4. *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)?*
Currently there is not a specific use intended for the property, however, the proposed Industrial landuse will generate traffic in a manner similar to other Industrial uses in the area.

5. *What modifications to the present transportation system will be required as a result of the proposed development?*
The subject property is adjacent to Cozart Road to the south and is less than 500 feet from Highway 37. Transportation improvements are not anticipated, however, any future improvements will be determined based on the specific use at the time of Construction Plan review.

6. *What is the total number of parking spaces required pursuant to Section 708 of the Land Development Code?*

Parking will be provided in accordance with the specific development of the property in accordance with Section 708 of the Polk County Land Development Code.

7. *What are the proposed methods of access to existing public roads (e.g., direct frontage, intersecting streets, and frontage roads)?*

Access to the property is via Cozart Road which is less than 500 feet from Highway 37 South.

SEWAGE

Determine the impact caused by sewage generated from the proposed development. At a minimum, address the following specific questions in your response.

8. *What is the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development?*

Future development of the subject property will utilize septic.

9. *If on-site treatment is proposed, what are the proposed methods, level of treatment, and the method of effluent disposal for the proposed sewage?*

Onsite septic and drainfield will be utilized

10. *If offsite treatment, who is the service provider?*

NA

11. *Where is the nearest sewer line (in feet) to the proposed development?*

NA

12. *What is the provider's general capacity at the time of application?*

NA

13. *What is the anticipated date of connection?*

NA

14. *What improvements to the providers system are necessary to support the proposed request?*

NA

WATER SUPPLY

Determine the amount of water to be used, how it will be distributed and the impact on the surrounding area. At a minimum, address the following specific questions in your response.

15. What is the proposed source of water supply and/or who is the service provider?
Onsite well will be used for future development

16. What is the estimated volume of consumption in gallons per day (GPD)?
NA

17. Where is the nearest potable water connection and re-claimed water connection, including the distance and size of the line?
NA

18. Who is the service provider?
NA

19. What is the anticipated date of connection?
NA

20. What is the provider's general capacity at the time of application?
NA

21. Is there an existing well on the property(ies)?
Construction of a well is anticipated with future development

SURFACE WATER MANAGEMENT AND DRAINAGE

Determine the impact of drainage on the groundwater and surface water quality and quantity caused by the proposed development. At a minimum, address the following specific questions in your response.

22. Discuss the surface water features, including drainage patterns, basin characteristics, and flood hazards.
The subject site drains generally from south to north. A portion of the site is within a mapped floodplain with an undetermined flood elevation. The true extent of the floodplain will need to be determined via a floodstudy at the time of future development.

23. What alterations to the site's natural drainage features, including wetlands, would be necessary to develop the project?
No significant alterations to the site's natural drainage direction and/or features are anticipated. Future development will be in accordance with the rules and

regulations of the Southwest Florida Water Management District and Polk County.

ENVIRONMENTAL ANALYSIS

Provide an analysis of the character of the subject property and surrounding properties, and further assess the site's suitability for the proposed land use classification based on soils, topography and the presence of wetlands, floodplain, aquifer recharge areas, scrub or other threatened habitat, and historic resources, including but not limited to:

24. 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.

There are no known environmental issues on the subject property. The site is surrounded by rail lines to the east and west and a road to the south. The site will be reviewed by an environmental scientist during Level 2 review for the presence of wetlands, protected species, and other environmentally sensitive areas. The development of the property will comply with the environmental regulations governing the property.

25. What are the wetland and floodplain conditions? Discuss the changes to these features that would result from development of the site.

Wetlands exist in the northwest portion of the subject property. No wetland impacts are anticipated. **A portion of the site is within a mapped floodplain with an undetermined flood elevation. The true extent of the floodplain will need to be determined via a floodstudy at the time of future development.**

26. Discuss location of potable water supplies, private wells, and public well fields.

The subject property is not within a Utility Service Area. There are no known wells on site. Any well discovered will be abandoned in accordance with the SWFWMD Rules and Regulations. Existing offsite wells will not be impacted by the proposed development. Future development will construct a private well.

27. Discuss the location of Airport Buffer Zones.

There are no Airport Buffer Zones near the subject site.

28. Provide an analysis of soil types and percentage of coverage on site and what affect it will have on development.

The site consists almost entirely of Neilhurst soils which will not prohibit development.

INFRASTRUCTURE IMPACT INFORMATION

What is the nearest location (travel distance), provider, capacity or general response time, and estimated demand of the provision for the following services:

29. Parks and Recreation
NA

30. Educational Facilities
The property is zoned for Kingsford Elementary, Mulberry Middle, and Mulberry Senior High.

31. Health Care
Bartow Regional Medical Center is located approximately 11.8 miles from the subject property.

32. Fire Protection
Fire protection is provided by the Polk County Fire Station 15 located at 300 Kid Ellis Road, Mulberry. The estimated response time is 9-14 minutes.

33. Police Protection and Security
Sheriff's response to the site is served by the Southwest District, located at 4120 US 98 South, Lakeland. The response times are 8:55 minutes for Priority One and 26:47 minutes for Priority Two.

34. Emergency Medical Services (EMS)
Ambulance response is from Polk County Fire Station 15 located at 300 Kid Ellis Road, Mulberry. The estimated response time is 9-14 minutes.

35. Solid Waste
Polk County Landfill Solid Waste

36. How may this request contribute to neighborhood needs?
There is a strong and growing demand for property zoned for Industrial uses

IAS - Surface Water Management and Drainage - Please respond to the following questions as outlined in Section 910.E.: To determine the impact of drainage on the groundwater and surface water quality and quantity caused by the proposed development, the applicant shall:

Comment 1: Discuss the impact the proposed development will have on surface water quality.

Response: **No impact to surface water quality is anticipated. Stormwater runoff will be designed in accordance with the Polk County Land Development Code and SWFWMD rules and regulations.**

Comment 2: Describe the alteration to the site's natural drainage features, including wetland, that would be necessary to develop the project

Response: **The site natural drainage patterns will be maintained. Stormwater ponds will be constructed to capture runoff. Pond discharge will be directed to mimic the existing natural drainage patterns.**

Comment 3: Describe the impact of such alterations on the fish and wildlife resources of the site.

Response: **No impacts are anticipated**

Comment 4: Describe local aquifer recharge and groundwater conditions and discuss the changes to these water supplies which would result from development of the site.

Response: **Stormwater ponds will be designed such that aquifer recharge is designed to match existing conditions.**

IAS – Population - Please respond to the following questions as outlined in Section 910.F. To determine the impact of the proposed developments additional population, the applicant shall:

Comment 1: Calculate the projected resident (and transient) population of the proposed development and the generated population in the case of commercial or industrial uses

Response: **The generated population will be dependent of the future development of the property and the future jobs that are created.**

Comment 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

Response: **The employment characteristics are dependent on the future development of the property once specific uses are proposed.**

Comment 3: Indicate the expected demographic composition of the additional population (age/socio-economic factors)

Response: **The future development will not target specific demographics, such as retirement, rental, or low-income individuals. This development will attract a mixture of population due to its proximity to the market areas of Polk County and surrounding counties.**

Comment 4: Describe the proposed service area and the current population thereof.

Response: **The service area is expected to be Central Florida.**

SLOAN
Engineering Group

P.O. Box 253, Bartow, Florida 33831
Office: (863) 800-3046
Fax: (863) 800-1159

DEMONSTRATION OF NEED

PROJECT NARRATIVE

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?*
   The proposed Future Land Use change to Industrial is consistent with the surrounding area.

2. *Will passage of the proposed amendment allow a significant amount of urban development to occur in rural areas?*
   The proposed amendment will expand on the Industrial nature of the surrounding area.

3. *Does the proposed amendment create or encourage urban development in radial, strip, isolated, or ribbon patterns emanating from existing urban development?*
   The subject property is located adjacent to the transportation system including existing highways and rail lines.

4. *Does the proposed amendment fail to adequately protect adjacent agriculture areas?*
   There are no agricultural areas adjacent to the subject property.

5. *Could the proposed amendment fail to maximize existing public facilities and services?*
   The proposed amendment encourages further use of the existing transportation infrastructure including the highways and rail system.

6. *Could the proposed amendment fail to minimize the need for future public facilities and services?*
   The proposed amendment is not anticipated to affect the need for future facilities and services in the area in a negative way as the project will utilize the existing public transportation system which has available capacity as well as the adjacent rail system.

7. *Will the proposed amendment allow development patterns that will disproportionately increase the cost of providing public facilities and services?*
   The proposed amendment has no negative effect on future public facilities and services. Public facilities already exist including the transportation system as well as the rail system.

8. *Does the proposed amendment fail to provide clear separation between urban and rural uses?*
   The subject property is in an area of industrial growth.

9. *Will the proposed amendment discourage infill development or redevelopment of existing neighborhoods?*
   NA

10. *Does the proposed amendment fail to encourage an attractive and functional mixture of land uses?*
    The area surrounding the subject property currently has landuses compatible with the proposed Industrial landuse.

11. *Could the proposed amendment result in poor accessibility among linked or related land uses?*
The proposed amendment will promote similar adjacent uses.

12. *As a result of approval of this amendment, how much open space will be lost?*
It is anticipated that the subject property will develop under the Polk County regulations for industrial development and will therefore provide open space in accordance with County requirements.

INSTR # 2024104804
BK 13105 Pgs 1617-1618 PG(s)2
05/06/2024 01:59:44 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50

Prepared by:
Hillsborough Title, Inc.
Tammy Wooten
352 E. Bloomingdale Ave.
Brandon, FL 33511
File No.: BRI23-123215
This Deed is prepared pursuant to the issuance of Title Insurance

CORRECTIVE GENERAL WARRANTY DEED
(correcting legal description in OR instrument #2024008904)

Made this January 8, 2024. A.D. by Yavascalar Troy Holding, LLC, a Florida limited liability company, whose address is: 2701 Cozart Rd, Mulberry, FL 33860 hereinafter called the grantor, to David Sumner and Cathy Sumner, husband and wife, whose post office address is: P.O. Box 215, Mulberry, FL 33860, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Polk County, Florida, viz:

That part of the West 3/2 of Section 13, Township 30 South, Range 23 East, Polk County, Florida, lying East of Seaboard Coastline Railroad Main Line being more particularly described as follows: Commence at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 13 and run thence North 88 degrees 44 minutes 47 seconds West a distance of 1324.25 feet along the North boundary of Section 13 to the North 1/4 corner of Section 13; thence North 88 degrees 45 minutes 20 seconds West a distance of 1401.10 feet along the North boundary of said Section 13; thence South 01 degrees 02 minutes 23 seconds East a distance of 928.93 feet along the West right of way of CSX Railroad Spur Line; thence North 88 degrees 57 minutes 37 seconds East a distance of 20.00 feet; thence South 01 degrees 02 minutes 23 seconds East a distance of 1566.45 feet along CSX Spur Line; thence with a curve turning to the right with an arc length of 178.81 feet, with a radius of 49804.07 feet, with a chord bearing of South 00 degrees 56 minutes 13 seconds East, with a chord length of 178.81 feet to the Point of Beginning; thence continue along said West right of way of the CSX Spur Line along said curve turning to the right with an arc length of 900.37 feet, with a radius of 49804.07 feet, with a chord bearing of South 00 degrees 18 minutes 58 seconds East, with a chord length of 900.36 feet, thence continue along said West right of way of CSX Spur Line with a reverse curve turning to the left with an arc length of 343.39 feet, with a radius of 20938.72 feet, with a chord bearing of South 00 degrees 13 minutes 10 seconds East, with a chord length of 343.39 feet; thence departing West right of way of CSX Railroad Spur Line; South 86 degrees 13 minutes 47 seconds West a distance of 853.00 feet thence along East right of way of the CSX Railroad Main Line North 02 degrees 30 minutes 46 seconds West a distance of 1313.00 feet; thence departing said East right of way, run South 89 degrees 12 minutes 27 seconds East a distance of 901.86 feet to the Point of Beginning. Together with an easement for ingress and egress, access and passage of vehicles and equipment over and upon the South 50 feet of that part of the Northwest 1/4 of the Northwest 1/4, lying West of Atlantic Coast Line Railroad Company Main Line right of way; and over and upon the South 50 feet of that part of the Northwest 1/4 of the Southwest 1/4, lying West of said railroad right of way, all in Section 13, Township 30 South, Range 23 East, Polk County, Florida.

Parcel ID No.: 23-30-13-000000-043030

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances except taxes accruing subsequent to the current year.

Prepared by:
Hillsborough Title, Inc.
Tammy Wooten
352 E. Bloomingdale Ave.
Brandon, FL 33511
incidental to the issuance of a title insurance policy
File No.: BRI23-123215

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed and Sealed in Our Presence:

Darren Poole

Witness Printed Name: Darren Poole

Address: 6900 Eleanor Ave
Mulberry FL 33860

MResmondo

Witness Printed Name: Misty Resmondo

Address: 6900 Eleanor Ave
Mulberry FL 33860

Yavascalar Troy Holding, LLC, a Florida limited liability company

BY: _____
Emrah Yavasca
Managing Member

BY: _____
Todd Hossler
Manager

Address:

2701 Cozart Rd
Mulberry, FL 33860

State of Florida
County of Polk

The foregoing instrument was executed and acknowledged before me this 8th of January, 2024, by means of ✓ Physical Presence or ____ Online Notarization, by Emrah Yavasca as Managing Member of Yavascalar Troy Holding, LLC, a Florida limited liability company and Todd Hossler as Manager of Yavascalar Troy Holding, LLC, a Florida limited liability company, who is/are personally known to me or who has produced a valid driver's license as identification.

MResmondo

Notary Public

MISTY W RESMONDO
Notary Public - State of Florida
Commission # HH 427925
My Comm. Expires Sep 9, 2027
Bonded through National Notary Assn.

My Commission Expires: _____

(SEAL)

INSTR # 2025042551
BK 13444 Pgs 1719-1732 PG(s)14
02/25/2025 09:36:01 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 120.50
DEED DOC 0.70

EASEMENT AGREEMENT

This Easement Agreement is entered into on this 19th day of February, 2025 by and between Yavascalar Troy Holding, LLC, a Florida limited liability company, of 2701 Cozart Road, Mulberry, FL 33860 ("Troy") Ultra Mag, LLC, a Florida limited liability company, of P. O. Box 6165; Lakeland, Florida 33807 ("Mag") and David Sumner and Cathy Sumner ("Sumner") of P. O. Box 215; Mulberry, Florida 33860.

Background. An Easement exists over the following described property:

The South 50 feet of that part of the NW ¼ of the SW ¼ lying west of railroad right of way along with the South 50 feet of the NW ¼ of the SW ¼ of east said right of way in Section 13, Township 30 South Range 23 East, Polk County, Florida. This easement was created by reservation in that certain Deed attached hereto recorded in Official Records Book 867, page 270, public records of Polk County, Florida, a copy of which is attached hereto as Exhibit A.

This Easement is adjacent to, and provides access to State Road 37 South, a public right of way in Polk County, Florida. However, only Troy and Sumner own property adjacent to the Easement, and therefore, Mag needs additional access. Troy is the owner of the real property described on Exhibit B ("Troy Land"), Sumner is the owner of the real property described on Exhibit C and Mag is owner of the real property described on Exhibit D ("Mag Land"). The Troy Land and the Mag Land are adjacent and contiguous, and the Troy Land and the Sumner Land are separated only by a railroad. The Sumner Land lies adjacent to and north of the easement described on Exhibit A and the vacated Cozart Road. Troy and Mag currently meander into and along the Sumner Land for ingress and egress where the Sumner Land adjoins the easement described on Exhibit A and the vacated Cozart Road.

NOW THEREFOR, in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt of which is acknowledged by all parties, it is agreed as follows:

1. Troy hereby grants to Mag, an ingress, egress and utility easement over the real property described on Exhibit E ("Easement Property") which is part of the Troy Land. The combined Easement locations referenced above are reflected on the sketch attached hereto as Exhibit F.

2. Sumner hereby grants to Troy and Mag, an ingress egress and utility easement over those lands of Sumner which are adjacent to the easement described on Exhibit A and the vacated Cozart Road which are presently being utilized by the parties for ingress and egress and as further shown in attached composite Exhibit F (the Additional Easement Property).

3. The Easement Property and the Additional Easement Property shall be appurtenant to land of the grantees named in the easements and shall run with the land.

4. Any party shall have the right, but not the obligation, to maintain any Easement Area.

5. The right to maintain the Easement Property shall include, but not be limited to, the right to repair and improve the Easement Property as any party deems necessary or appropriate, and, notwithstanding the foregoing, no party shall have any duty or obligation to perform any repair or maintenance to the Easement Property.

5. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their guests, and invitees and their respective heirs and assigns.

(Signatures on Following Pages)

Ultra Mag, LLC, a Florida limited liability company

Witness Name: Meghan J West
Witness Address: P.O Box 6165 LKLD FL 33807

(Seal)
Robert F. Harper, IV, its Manager

Witness Name: Robert White
Witness Address: Po 215 Mulberry 33860

State of Florida
County of Polk

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 14 day of Feb, 2025 by Robert F. Harper, as Manager of Ultra Mag, LLC, a Florida limited liability company, who [X] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

MEGHAN J. WEST
NOTARY PUBLIC
MY COMMISSION EXPIRES 5-23-2026
STATE OF FLORIDA
COMMISSION NUMBER HH 237386

Notary Public

Printed Name: Meghan J West

My Commission Expires:

Stacy M. Butterfield POLK
CFN# 2025042551 OR BK 13444 PG 1721 Pgs 1719-1732 02/25/2025 09:36:01 AM

Witness Name: Meghan J West
Witness Address : P.O. Box 6165 Lkld FL 33807

(Seal)
David Sumner

Witness Name: Robert White
Witness Address : Po 215 Mulberry 33860

Witness Name: Meghan J. West
Witness Address : P.O. Box 6165 LKld FC 33807

(Seal)
Cathy Sumner

Witness Name: Robert White
Witness Address : Po 215 Mulberry 33860

State of Florida
County of Polk

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 19 day of Feb, 2025 by David Sumner and Cathy Sumner, who [✓] are personally known or [X] have produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: Meghan J. West

My Commission Expires:

MEGHAN J. WEST NOTARY PUBLIC MY COMMISSION EXPIRES 5-23-2026 STATE OF FLORIDA COMMISSION NUMBER HH 237386

IN WITNESS WHEREOF, this Easement Agreement is executed on this 19 day of Feb, 2025.

Yavascalar Troy Holding, a Florida limited liability company

(Seal)
Todd Hossler, its Manager

Witness Name: Meghan West
Witness Address: P.O. Box 4145 Lkld. FL 33807

Witness Name: Robert White
Witness Address: Po 215 Mulberry 33860

State of Florida
County of Polk

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 19 day of Feb, 2025 by Todd Hossler, as Manager of Yavascalar Troy Holding, LLC, a Florida limited liability company, who [☑] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

MEGHAN J. WEST NOTARY PUBLIC STATE OF FLORIDA COMMISSION NUMBER HH 237386 MY COMMISSION EXPIRES 5-23-2026

Notary Public

Printed Name: _____

My Commission Expires: _____

Stacy M. Butterfield POLK
CFN# 2025042551 OR BK 13444 PG 1723 Pgs 1719-1732 02/25/2025 09:36:01 AM

Exhibit "A"

189974

DEED

OFF REC 867 PAGE 270

The Grantor, SOCONY MOBIL OIL COMPANY, INC., a corporation existing under the laws of the State of New York, having a principal office at 150 East 42nd Street, New York, New York, in consideration of ten dollars and other valuable considerations received from the Grantees, hereby grants and conveys to the Grantees, BERNARD N. KIRKLAND and WILLIE MAE KIRKLAND, his wife, as tenants by the entirety, whose post office address is Route 4, Box 194, Lakeland, Florida, the real property described below.

That part of the west one-quarter (W-1/4) lying west of the Atlantic Coast Line Railroad Company main line right-of-way, in and of Section 13, Township 30 South, Range 23 East, Polk County, Florida, SUBJECT TO right-of-way for State Road 37 along the west side thereof.

The Grantor reserves unto itself, its successors and assigns, an easement for ingress, egress, access, and passage of vehicles and equipment over and upon the south 50 feet of that part of the NW-1/4 of NW-1/4 lying west of said railroad right-of-way and over and upon the south 50 feet of that part of the SW-1/4 of SW-1/4 lying west of said railroad right-of-way, all in and of said Section 13.

This conveyance is subject to (a) existing rights-of-way, if any, for roads and railroads; (b) lien for taxes, if any, which are not yet due and payable; and (c) electric power line easement over the south 160 feet of the property as set forth in instrument granted by Virginia-Carolina Chemical Corporation to Tampa Electric Company, dated September 23, 1954, Deed Book 988, page 81, Polk County, Florida.

The Grantor covenants that the property is free of all encumbrances, that lawful seisin of and good right to convey



Stacy M. Butterfield POLK
CFN# 2025042551 OR BK 13444 PG 1724 Pgs 1719-1732 02/25/2025 09:36:01 AM

OFF REC 867 PAGE 271

the property are vested in the Grantor, and that the Grantor hereby warrants the title to the property and will defend the same against the lawful claims of all persons whomsoever.

Dated this 16th day of September, 1964.

Signed, sealed, and delivered in the presence of:

W. F. Kerr

Two witnesses

SOCONY MOBIL OIL COMPANY, INC.

By J. D. [illegible] VICE-PRESIDENT

Attest:

ASST. SECRETARY

(Affix corporate seal)

STATE OF NEW YORK

COUNTY OF NEW YORK

I hereby certify that on this day before me, the undersigned notary public authorized in the state and county named above to administer oaths and take acknowledgments, personally appeared [illegible] and Eleanor C. Dickson

as VICE-PRESIDENT and Assistant Secretary

respectively, of SOCONY MOBIL OIL COMPANY., INC., a corporation existing under the laws of the State of New York, known to me to be the persons described in and who executed the foregoing instrument as such officers, and they acknowledged before me that they executed the same in behalf of said corporation, and that they were duly authorized by said corporation to do so. Witness my hand and official seal in the sate and county named above this 16th day of September, 1964.

Notary Public, State of New York

My commission expires:

ELIZABETH CONROY
Notary Public, State of New York
No. 41-5793000
Qualified in Queens County
Cert. Filed in New York County
Term Expires March 30, 1966

(Affix notarial seal)

FILED, RECORDED AND RECORD VERIFIED
D H SLOAN JR Clk Cir Ct
POLK COUNTY, FLA
By

189974

Stacy M. Butterfield POLK
CFN# 2025042551 OR BK 13444 PG 1725 Pgs 1719-1732 02/25/2025 09:36:01 AM

Exhibit "B"

PARCEL 2:

That part of the West ¾ of Section 13, Township 30 South, Range 23 East, Polk County, Florida, lying East of Seaboard Coastline Railroad Main Line being more particularly described as follows:

Commence at the Northwest corner of the Northeast ¼ of the Northeast ¼ of said Section 13 and run thence N88°44'47"W a distance of 1324.25 feet along the North boundary of Section 13 to the North ¼ corner of Section 13; thence N88°45'20"W a distance of 1401.10 feet along the North boundary of said Section 13; thence S01°02'23"E a distance of 828.93 feet along the West right-of-way of CSX Railroad Spur Line; thence N88°57'37"E a distance of 20.00 feet; thence S01°02'23"E a distance of 1566.45 feet along CSX Spur Line; thence with a curve turning to the right with an arc length of 178.81 feet, with a radius of 49804.07 feet, with a chord bearing of S00°56'13"E, with a chord length of 178.81 feet to the Point of Beginning; thence continue along said West right-of-way of the CSX Spur Line along said curve turning to the right with an arc length of 890.37 feet, with a radius of 49804.07 feet, with a chord bearing of S00°18'58"E, with a chord length of 890.36 feet, thence continue along said West right-of-way of CSX Spur Line with a reverse curve turning to the left with an arc length of 401.13 feet, with a radius of 20838.72 feet, with a chord bearing of S00°25'37"E, with a chord length of 401.13 feet; thence continue along said West right-of-way of the CSX Spur Line S00°58'33"E a distance of 42.57 feet; thence N89°05'05"W a distance of 11.48 feet; thence continue along said CSX Railroad Spur Line S00°01'01"W a distance of 1343.81 feet; thence N88°57'44"W a distance of 777.30 feet along the South boundary of said Section 13 to the East right-of-way of the CSX Main Line; thence continue along said East right-of-way of the CSX Railroad Main Line with a curve turning to the right with an arc length of 103.02 feet, with a radius of 1507.58 feet, with a chord bearing of 04°28'13"W, with a chord length of 103.00 feet; thence continue along said East right-of-way of the CSX Railroad Main Line N02°30'46"W a distance of 2585.84 feet; thence departing said East right-of-way, run S89°12'27"E a distance of 901.86 feet to the Point of Beginning.

PARCEL 3:

That part of the West ¾ of Section 13, Township 30 South, Range 23 East, Polk County, Florida, lying East of Seaboard Coastline Railroad Main Line being more particularly described as follows:

Commence at the Northwest corner of the Northeast ¼ of the Northeast ¼ of said Section 13 and run thence N88°44'47"W a distance of 1324.48 feet along the North boundary of said Section 13 to the Point of Beginning; thence S00°38'18"E a distance of 5366.22 feet along the North South center of said Section 13 to the South boundary of said Section 13; thence N88°57'43"W a distance of 1218.42 feet along the South boundary of said Section 13; thence N00°58'33"W a distance of 1344.62 feet along the East boundary of the CSX Railroad Spur Line; thence N89°05'05"W a distance of 20.01 feet; thence continue along said CSX Railroad Spur Line N00°58'33"W a distance of 44.55 feet; thence continue along said CSX Railroad Spur Line with a curve turning to the right with an arc length of 389.94 feet, with a radius of 20878.20 feet, with a chord bearing of 00°25'37"W, with a chord length of 389.93 feet; thence continue along said CSX Railroad Spur Line with a reverse curve turning to the left with an arc length of 1080.44 feet, with an radius of 49804.07 feet, with a chord bearing of 00°25'08"W, with a chord length of 1080.42 feet; thence continue along said CSX Railroad Spur Line N01°02'23"W a distance of 1566.45 feet; thence N88°57'37"E a distance of 20.00 feet; thence continue along said CSX Railroad Spur Line, N01°02'23"W a distance of 924.94 feet to the North boundary of said Section 13; thence S88°45'20"E a distance of 1301.80 feet along the North boundary of said Section 13 to the Point of Beginning.

TOGETHER WITH an easement for ingress and egress, access and passage of vehicles and equipment over and upon the South 50 feet of that part of the NW ¼ of the NW ¼, lying West of Atlantic Coast Line Railroad Company Main Line right-of-way; AND over and upon the South 50 feet of that part of the NW ¼ of the SW ¼ , lying West of said railroad right-of-way, all in Section 13, Township 30 South, Range 23 East, Polk County, Florida.

Parcel Identification Number: 23-30-13-000000-013010

Stacy M. Butterfield POLK

Stacy M. Butterfield POLK
CFN# 2025042551 OR BK 13444 PG 1726 Pgs 1719-1732 02/25/2025 09:36:01 AM

BUT SUBJECT TO an easement (for the benefit of both Parcels 1 and 4, listed below) on, across, over, under and through the Property, for the purposes of constructing and operating roadways (for among other things, automobile, truck, bicycle and pedestrian traffic); constructing, installing operating, maintaining, upgrading, improving, relocating and/or removing water lines, wastewater lines, water retention areas, pumps, lift stations and any other utilities and utility lines (including but not limited to electricity, telephone, internet, cable television and fiber optic lines), along with all associated appurtenances; and for the right of ingress and egress to and from both Parcels listed below to State Road 37:

PARCEL 1:

That part of the West ¼ of Section 13, Township 30 South, Range 23 East, Polk County, Florida, lying East of Seaboard Coastline Railroad Main Line, being more particularly described as follows:

Commence at the Northwest corner of the Northeast ¼ of the Northeast ¼ of said Section 13 and run thence N88°44'47W a distance of 1324.25 feet along the North boundary of Section 13 to the North ¼ corner of Section 13; N88°45'20"W a distance of 1401.10 feet along the North boundary of said Section 13 to the Point of Beginning; thence S01°02'23"E a distance of 928.83 feet along the West right-of-way of CSX Railroad Spur Line; thence N88°57'37"E a distance of 20.00 feet; thence S01°02'23"E a distance of 1566.45 feet along CSX Spur Line; thence with a curve turning to the right with an arc length of 178.81 feet, with a radius of 49804.07 feet, with a chord bearing of S00°56'13"E, with a chord length of 178.81 feet; thence N89°12'27"W a distance of 901.86 feet to the East right-of-way line of the CSX Railroad Main Line; thence N02°30'46"W a distance of 1632.19 along the said East right-of-way of the CSX Railroad Main Line; thence departing said CSX Railroad run S88°48'03"E a distance of 416.00; thence N02°32'09" W a distance of 1051.66 feet to the North boundary of said Section 13; thence S88°45'20"E a distance of 536.87 feet along the North boundary of said Section 13 to the Point of Beginning.

PARCEL 4:

That part of the West ¼ of Section 13, Township 30 South, Range 23 East, Polk County, Florida, lying East of Seaboard Coastline Railroad Main Line being more particularly described as follows:

Begin at the Northwest corner of the Northeast ¼ of the Northeast ¼ of said Section 13 and run thence S00°32'37"E a distance of 5318.55 feet along the 40 acre line; thence S89°37'31"W a distance of 1314.98 feet along the South boundary of said Section 13; thence N00°38'18"W a distance of 5356.22 feet along the North South centerline of said Section to the North boundary of said Section 13; thence S88°44'47"E a distance of 1324.48 feet along the North boundary of said Section 13 to the Point of Beginning.

Stacy M. Butterfield POLK

Stacy M. Butterfield POLK
CFN# 2025042551 OR BK 13444 PG 1727 Pgs 1719-1732 02/25/2025 09:36:01 AM

Exhibit "C"

That part of the West 3/4 of Section 18, Township 30 South, Range 23 East, Polk County, Florida, lying East of Seaboard Coastline Railroad Main Line being more particularly described as follows: Commence at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 13 and run thence North 88 degrees 44 minutes 47 seconds West a distance of 1324.25 feet along the North boundary of Section 13 to the North 1/4 corner of Section 13; thence North 88 degrees 46 minutes 20 seconds West a distance of 1401.10 feet along the North boundary of said Section 13; thence South 01 degrees 02 minutes 23 seconds East a distance of 928.93 feet along the West right of way of CSX Railroad Spur Line; thence North 88 degrees 57 minutes 37 seconds East, a distance of 20.00 feet; thence South 01 degrees 02 minutes 23 seconds East a distance of 1565.45 feet along CSX Spur Line; thence with a curve turning to the right with an arc length of 176.81 feet, with a radius of 49804.07 feet, with a chord bearing of South 00 degrees 56 minutes 13 seconds East, with a chord length of 176.81 feet to the Point of Beginning; thence continue along said West right of way of the CSX Spur Line along said curve turning to the right with an arc length of 900.37 feet, with a radius of 49804.07 feet, with a chord bearing of South 00 degrees 16 minutes 56 seconds East, with a chord length of 900.36 feet, thence continue along said West right of way of CSX Spur Line with a reverse curve turning to the left with an arc length of 343.99 feet, with a radius of 20938.72 feet, with a chord bearing of South 00 degrees 13 minutes 10 seconds East, with a chord length of 343.99 feet; thence departing West right of way of CSX Railroad Spur Line; South 88 degrees 13 minutes 47 seconds West a distance of 663.00 feet thence along East right of way of the CSX Railroad Main Line North 02 degrees 30 minutes 46 seconds West a distance of 1313.00 feet; thence departing said East right of way, run South 88 degrees 12 minutes 27 seconds East a distance of 901.88 feet to the Point of Beginning. Together with an easement for ingress and egress, access and passage of vehicles and equipment over and upon the South 50 feet of that part of the Northwest 1/4 of the Northwest 1/4, lying West of Atlantic Coast Line Railroad Company Main Line right of way; and over and upon the South 50 feet of that part of the Northwest 1/4 of the Southwest 1/4, lying West of said railroad right of way, all in Section 13, Township 30 South, Range 23 East, Polk County, Florida.

Parcel ID No.: 23-30-13-000000-043030

Stacy M. Butterfield POLK
CFN# 2025042551 OR BK 13444 PG 1728 Pgs 1719-1732 02/25/2025 09:36:01 AM

Exhibit "D"

Parcel 1:
Section 24, Township 30 South, Range 23 East, Polk County, Florida; Commence at the Northwest corner of said Section 24, thence run South 89 degrees 07'26", East along the North line of said NW ¼, a distance of 1296.29 feet to the Easterly right-of-way of the CSX Transportation Railroad, thence run South 00 degrees 59'42" East along said right-of-way a distance of 660 feet to the Point of Beginning, continue along said right-of-way a distance of 2030.79 feet, thence South 89 degrees 55'15" East a distance of 2095.85 feet; thence North 00 degrees West a distance of 2025.69 feet; thence South 89 degrees 26'51" West a distance of 651.83 feet; thence South 29 degrees 21'36" East a distance of 134.12 feet; thence South 10 degrees 47'06" East a distance of 190.26 feet; thence South 16 degrees 09'24" West a distance of 273.99 feet; South 00 degrees 13'36" East 346.04 feet; thence South 22 degrees 23'52" West a distance of 204.25 feet; thence South 77 degrees 19'16.7" West a distance of 410.30 feet; thence South 00 degrees 53'08.3" East a distance of 410.43 feet; thence South 04 degrees 34'41.6" East a distance of 171.95 feet; thence South 56 degrees 30'54.6" West a distance of 225.47 feet; thence South 62 degrees 41'02.9" West a distance of 330.97 feet; thence North 80 degrees 52'35.7" West a distance of 777.09 feet; thence North 12 degrees 08'27" West along the Easterly right-of-way line of CSX Transportation Railroad, a distance of 523.83 feet; thence North 13 degrees 13'57.3" East a distance of 764.96 feet; thence North 89 degrees 07'26" West a distance of 265.49 feet to the Point of Beginning. LESS that part of NE ¼ of NW 1/4, lying Westerly of Ridgewood Spur.

Parcel 2:
Commencing at the Northwest corner of Section 24, Township 30 South, Range 23 East, Polk County, Florida, thence South 89 degrees 07'26" East along the North boundary a distance of 2677.18 feet to the Northeast corner of the NW ¼ of said Section 24, to Point of Beginning; thence continue along said boundary North 89 degrees 26'51" East a distance of 644.46 feet, thence South 29 degrees 21'36.0" East 134.12 feet, thence South 10 degrees 47'06.0" East 190.26 feet, thence South 16 degrees 09'24.0" West 273.99 feet, thence South 00 degrees 13'36.0" East 346.04 feet, thence South 22 degrees 23'52.0" West 204.25 feet, thence South 77 degrees 19'16.7" West 410.30 feet, thence South 00 degrees 53'08.3" East 410.43 feet, thence South 04 degrees 34'41.6" East 171.95 feet, thence South 56 degrees 30'54.6" West 225.47 feet, thence South 62 degrees 41'02.9" West 330.97 feet, thence North 80 degrees 52'35.7" West 777.09 feet, to the Easterly right-of-way of CSX Transportation Railroad thence North 12 degrees 08'33.0" West along said right-of-way a distance of 526.83 feet, to the right-of-way for the Ridgewood Branch or Spur (now unused, abandoned, and removed) granted to Charlotte Harbor and Northern Railway Company, by instrument dated October 2, 1914, recorded in Deed Book 146, Page 454, Polk County, Florida, and by instrument dated October 27, 1915, recorded in Deed Book 151, Page 80, Polk County, Florida, continue Northeasterly along said right-of-way to Point of Beginning. LESS that part of NE ¼ of NW ¼ previously conveyed by O.R. Book 2253, Page 3, lying South of Ridgewood Spur right-of-way.

TOGETHER WITH an easement for ingress and egress, access and passage of vehicles and equipment over and upon the South 50 feet of that part of the NW ¼ of SW ¼ lying West of Atlantic Coast Line Railroad right-of-way, along with the South 50 feet of the NW ¼ of SW ¼ lying East of said right-of-way, and the West 50 feet of the SE ¼ of SW ¼ lying immediately East of said right-of-way, and the South 50 feet of the SE ¼ of SW ¼ lying immediately North of the TECO Power Line easement, and the West 50 feet of the South 210 feet of SW ¼ of SE ¼, all in Section 13, Township 30 South, Range 23 East, Polk County, Florida.

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

COMMENCE AT THE NW CORNER OF SECTION 24, TOWNSHIP 30 SOUTH, RANGE 23 EAST, POLK COUNTY FLORIDA, RUN THENCE SOUTH 89°07'26" EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 24, 2106.29 FEET, THENCE SOUTH 00°59'42" EAST, 227.54 FEET TO THE POINT OF BEGINNING. SAID POINT BEING ON THE SOUTHEASTERLY RIGHT-OF- WA Y OF THE RIDGEWOOD BRANCH OR SPUR (NOT IN USE) AS RECORDED IN DEED BOOK 181, PAGE 80 OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA, SAID POINT ALSO BEING ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1273.57 FEET, THENCE CONTINUE SOUTH 00°59'42" EAST 432.46 FEET, THENCE NORTH 89°07'26" WEST 372.44 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT -OF- WAY OF SAID RAILROAD SPUR, THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°28'03", AN ARC DISTANCE OF 566.09 FEET TO A CHORD DISTANCE OF 561.44 FEET, A CHORD BEARING OF NORTH 40°32'05" EAST TO A POINT OF BEGINNING.

PARCEL NUMBER: 243023-000000-031030

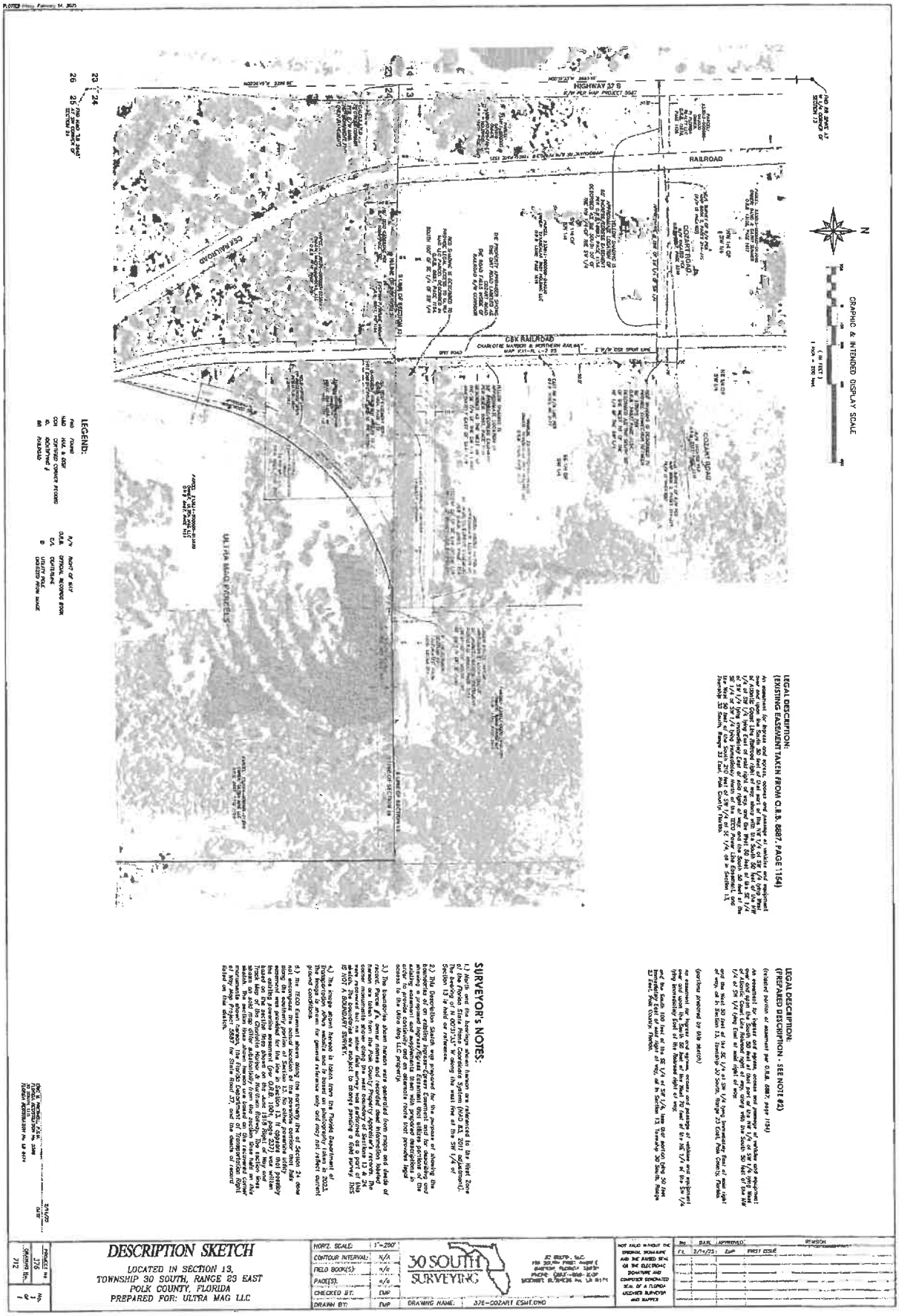
Exhibit "E"

Easement Property

An easement for ingress and egress over and upon the South 50 feet of the West 70 feet lying East of the Railroad right of way in the NE ¼ of the of the SW 1/4 and the West 50 feet of the SE ¼ of the SW ¼ lying immediately east of the railroad right of way and the South 50 feet of the SE ¼ of the SW ¼ less that portion lying 50 feet immediately East of the Railroad right of way, all in Section 13, Township 23 East, Range 23 East.

Stacy M. Butterfield POLK
CFN# 2025042551 OR BK 13444 PG 1730 Pgs 1719-1732 02/25/2025 09:36:01 AM

Exhibit F



DESCRIPTION SKETCH

LOCATED IN SECTION 13,
TOWNSHIP 30 SOUTH, RANGE 23 EAST
POLK COUNTY, FLORIDA
PREPARED FOR: ULTRA MAG LLC

HORZ. SCALE:	1"=200'
CONTOUR INTERVAL:	N/A
FIELD BOOK(S):	N/A
PAGE(S):	N/A
CHECKED BY:	EMP
DRAWN BY:	EMP

30 SOUTH SURVEYING

DRAWING NAME: 376-COZART ESMT.DWG

No.	DATE	APPROVED	REVISION
1	2/14/25	EMP	FIRST ISSUE

PROJECT NO. 376
DRAWING No. 712
SHEET 1 OF 1

Stacy M. Butterfield POLK
CFN# 2025042551 OR BK 13444 PG 1731 Pgs 1719-1732 02/25/2025 09:36:01 AM

Exhibit F

Exhibit F
Florida AC +/-



Stacy M. Butterfield POLK
CFN# 2025042551 OR BK 13444 PG 1732 Pgs 1719-1732 02/25/2025 09:36:01 AM

SLOAN
Engineering Group

P.O. Box 253, Bartow, Florida 33831
Office: (863) 800-3046
Fax: (863) 800-1159

Reviewed by: Mark Bennett, Planning

Comment: Wetlands - Based on a review of the County's GIS Viewer, it appears that 5.74 acres, generally situated in the NW corner of the site, contain wetlands. Please provide a narrative/analysis of how this amendment will comply with the application wetlands policies in the Comprehensive Plan Future Land Use Element.

Response: **In accordance with Policy 2.123-C2, it is expected that future development of the subject property will delineate the existing wetlands by a qualified Environmental Scientist and avoid or minimize adverse impacts to the wetlands and the Industrial development will locate on the non-wetland portion of the site**

Comment: Analysis of Plan Industrial Policies - Please provide an analysis of how this request is consistent with the Industrial Policies, as requested in the Pre-Application comments.

Response: **The Industrial landuse request is intended to provide property that can be developed consistently with the surrounding area and allow future businesses to have an appropriate location for potential uses that operate externally to an enclosed structure. The property is located appropriately to established ground transportation and rail lines. There are no schools or residential areas in close proximity to the subject property. At this time, the specific use of the subject property has not been determined, however, this request will allow the property to be marketed to future users with operations consistent with the Industrial landuse.**

Comment: Vehicle Trips - Please provide an estimated building size to show an estimate of vehicle trips to be generated daily and at PM peak hour per Section 910 B. 1 of the LDC.

Response: **At this time a specific user is unknown; however, based on the allowable FAR in the RDA (0.5), we anticipate the site could accommodate 75,000 sf of warehouse and 50,000 sf of manufacturing. Based on this, the estimated vehicle trips would be as follows:**

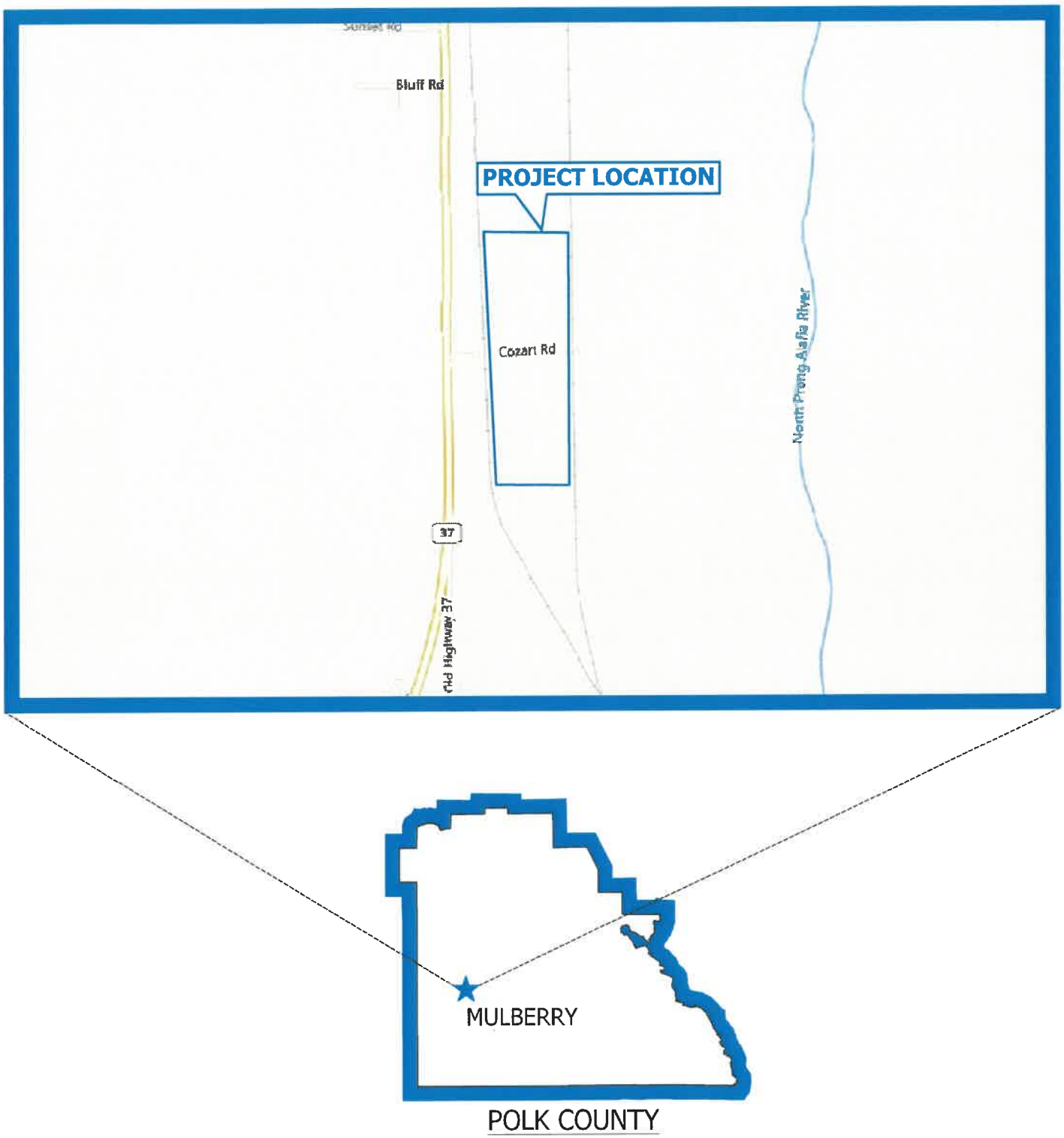
Warehouse (ITE code 150): 75,000 sf / 1,000 sf x 1.71 trips = 128.25
Manufacturing (ITE code 140): 50,000 sf / 1,000 sf x 4.75 trips = 237.5 trips
Total trips = 366

Comment: Water and Sewer Generation Rates - Please provide an estimated building size to show an estimate of water and sewer generation rates, per Sections 910 C.1. and D.3.of the LDC.

Response: **Water rates are estimated at 0.24 gpd per sf of warehouse and manufacturing space.**
Total Estimated Water Generation = 125,000 sf x 0.24 gpd/sf = 30,000 gpd
Total Estimated Sewer Generation = 0.75 of water = 0.75 x 22,500 gpd

Comment: Maps - Please provide the required maps for the Impact Statement, as required by Section 910. H. of the LDC

Response: **See enclosed maps.**



NORTH
SCALE: N.T.S.

SLOAN Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 800-3046 - FAX: (863) 800-1159
FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #26247

COZART ROAD CPA
Section 13, Township 30S, Range 23E

LOCATION MAP A

SLOAN ENGINEERING GROUP, INC. | JOB # 3061



NORTH

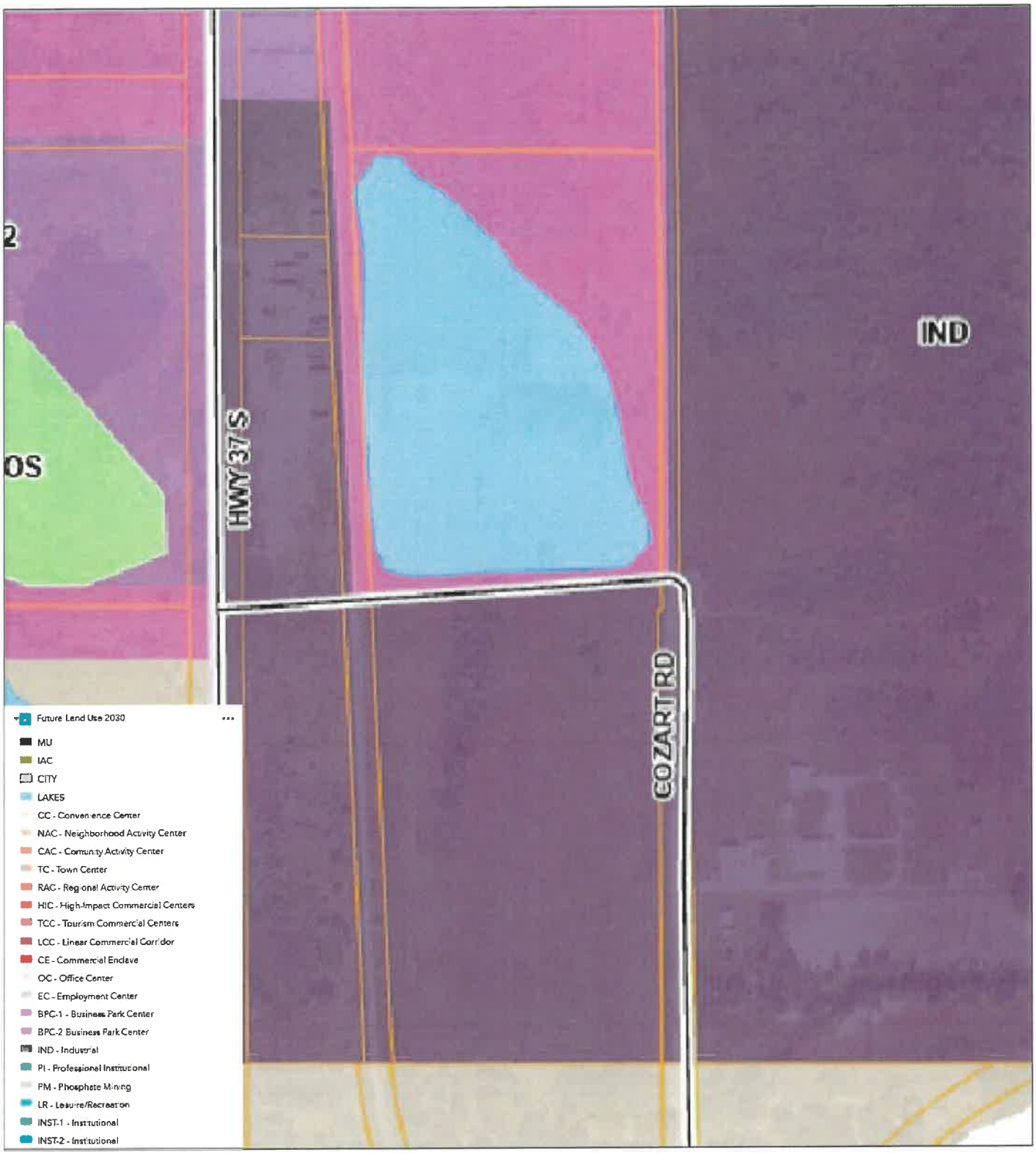
SCALE:
1" = 400'

SLOAN
Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 800-3046 - FAX: (863) 800-1159
FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #26247

COZART ROAD CPA
Section 13, Township 30S, Range 23E

TOPOGRAPHICAL MAP B

SLOAN ENGINEERING GROUP, INC. | JOB # 3061



NORTH
SCALE: N.T.S.

SLOAN Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 800-3046 - FAX: (863) 800-1159
FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #26247

COZART ROAD CPA
Section 13, Township 30S, Range 23E

LAND USE
MAP C

SLOAN ENGINEERING GROUP, INC. | JOB # 3061



Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
12	Neilhurst sand, 1 to 5 percent slopes	A	51.7	91.4%
68	Arents, 0 to 5 percent slopes	A	4.9	8.6%
Totals for Area of Interest			**56.6**	**100.0%**

NORTH
SCALE: N.T.S.

SLOAN Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 800-3046 - FAX: (863) 800-1159
FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #26247

COZART ROAD CPA
Section 13, Township 30S, Range 23E

SOILS
MAP D

SLOAN ENGINEERING GROUP, INC. | JOB # 3061



NORTH

SCALE:
1" = 400'

SLOAN Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 800-3046 - FAX: (863) 800-1159
FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #26247

COZART ROAD CPA
Section 13, Township 30S, Range 23E

TRAFFIC CIRCULATION MAP E

SLOAN ENGINEERING GROUP, INC. | JOB # 3061

Mark J. Bennett, AICP, FRA-RA, CNU-A

Experienced Professional in urban planning, zoning, and land development, both in the public and private sector. Proven leader, manager, and entrepreneur. Veteran with 30 years of military service.

Professional Goal – Create Better Communities!

Education:

Student, International Development Doctoral Program, University of Southern Mississippi (current)
Naval Postgraduate School, Monterrey, CA, Graduate Certificate - Stability, Security, and Development in Complex Operations
Royal Military College of Canada, Toronto, ON, CA, Master of Defence Studies
University of Central Florida, Orlando, FL, Master of Public Administration
University of South Florida (USF), Tampa, FL, Bachelor of Arts - Major - Geography

Memberships (Current):

American Institute of Certified Planners (AICP) - Certificate Number 11241
Florida Redevelopment Association – Certified Redevelopment Administrator (FRA-RA); Member, Board of Directors, Chair, Education and Professional Development Committee
Congress of New Urbanism - Accredited Member (CNU-A)
City of Lake Wales Code Enforcement Board
USF School of Public Affairs Master of Urban and Regional Planning Advisory Council
Polk Vision - Leadership Polk Class XV
Haines City/Northeast Polk Chamber of Commerce - Leadership Class X
Senior Army Reserve Commanders Association, Reserve Officers Association, Military Officers Association of America - Imperial Polk County Chapter, American Legion, Veterans of Foreign Wars, 1st Cavalry Division Association

Memberships (Previous):

Summerlin Academy (military-oriented public school of choice) Advisory Committee, Bartow, FL
Polk County Affordable Housing Advisory Committee
City of Lake Wales Planning Board, Community Redevelopment Agency (CRA) Advisory Committee
Polk Transportation Planning Organization – Technical Advisory Committee, Joint Airport Zoning Board
Central Florida Development Council - Investor

Professional Planner Experience:

Senior Planner, Land Development Division, Polk County Board of County Commissioners, Polk County, FL – February 2023 to Present – Conduct long-range planning, development review activities, and special projects. Previously served from February 2006 to March 2007 as a Principal Planner. Initially hired in January 1989 as a student trainee, was promoted to Planner I, II, III, and Senior Planner before leaving in January 1996.

Development Services Director, City of Lake Wales, FL - July 2020 to February 2023 - Department-level position manager responsible for planning & zoning, building permitting and inspections, code compliance, and support of the Community Redevelopment Agency (CRA) for a city of 17,000+ residents and 20 square miles. Previously served as the City Planner from July 1998 to November 2000, Acting Community Services Director from March to June 1999, and the Development Services Director from January 1996 to June 1997.

Deputy Director of Development Services/CRA Manager, City of Haines City, FL – July 2017 to July 2020 – Responsible for the City's CRA, community-development related activities, and special projects for a rapidly growing city of 25,000+ residents comprising 20 square miles. Served as Director of Development Services in absence of Director. Previously served as City Planner from November 1997 to July 1998, and Planning Manager from March 2007 to April 2015.

Planning Director/Principal, Ridge Professional Group – April 2015 to May 2017 – Responsible for all urban planning and zoning functions for an eight-employee land development consulting firm specializing in permitting and engineering design. Also, part-owner of firm, with additional duties of marketing, sales, and public relations.

Urban Planner – Bennett Consulting Services - July 2001 to February 2006 - Owner of urban planning consulting firm, specializing in subcontracting work for planning & civil engineering firms. Projects include processing Comprehensive Plan Amendments, Planned Developments, creation and implementation of annexation and sector plans, due diligence analysis for prospective land purchases, and property development potential analysis. Served as City Planner for Frostproof, FL from March to August 2005. Provided subject-matter expertise/testimony for clients before Polk County, Lake County, Lakeland, Winter Haven, and Lake Wales.

Planning Services Manager/Business Development Manager – M. T. Causley, Inc. – October 2002 to June 2003 - Contract position, responsible for urban planning services and business development activities (including sales, marketing, personnel and project management) for central Florida area.

Site Acquisition/Zoning Specialist – iTactical Services – November 2000 to October 2002 – Contract position, responsible for selection, acquisition/purchase of property, and obtaining zoning/development approval for placement of communications towers.

Zoning Specialist, SBA Communications Corporation - June to November 1997 - Responsible for siting, zoning, and permitting 20 sites to establish the Sprint PCS network in the Tampa Service Area.

Military Experience:

US Army Reserve (Retired) - April 1989 to May 2019 – Final Rank – Colonel. Key Assignments included Civil Affairs Planning Team Chief, 350th Civil Affairs Command, Pensacola, FL, with duty at US Southern Command, Doral, FL; Commander, 3rd Battalion, 349th Regiment (Logistics Support), Camp Shelby, MS; Commander, 5th Battalion, 95th Regiment, (Civil Affairs/Psychological Operations), Lubbock, TX; Civil Affairs Analyst, US Special Operations Command, MacDill Air Force Base, Tampa, FL; Battalion Executive Officer and Commander, A Company, 478th Civil Affairs Battalion, Perrine, FL; and Public Works Officer/Essential Services Team Leader, 1st Armored Division/1st Cavalry Division Governorate Support Team, Baghdad, Iraq.

Significant Awards and Decorations include the Combat Action Badge, Bronze Star (Meritorious Service) and the Parachutist Badge.

Resume of Service Career available upon request.

Hobbies/Personal Interests:

Reading, attending University of South Florida athletic events, and spending time with wife Melissa and their two children.

Polk County

Board of County Commissioners

Agenda Item N.5. 6/16/2026

SUBJECT

Public Hearing (LDCPAS-2025-12 Keller Road PM to A/RR CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Phosphate Mining (PM) to Agricultural/Residential Rural (A/RR) on 19.47± acres.

DESCRIPTION

This is an applicant-initiated request for property located on the east side of Keller Road, north of Dishong Road and west of Lanier Road, southeast of the City of Fort Meade, in Section 06, Township 32, Range 26. State law requires one Planning Commission hearing, which was held May 6, 2026, with a recommendation for approval (7:0).

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Robert Bolton

Planner III

Land Development

(863) 534-6468

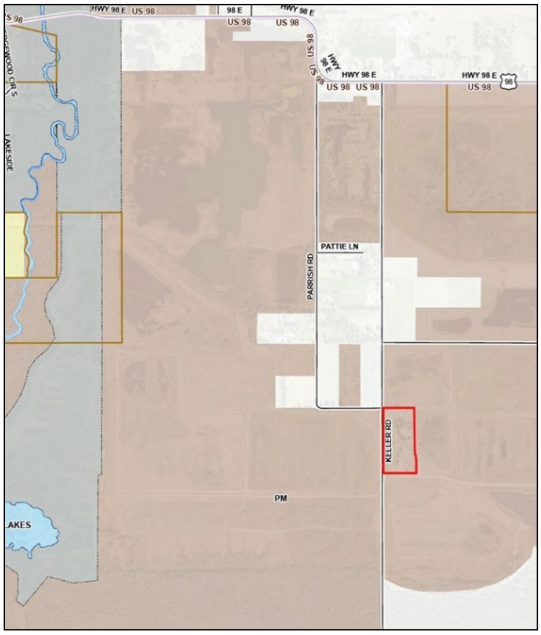
robertbolton@polkfl.gov <mailto:robertbolton@polkfl.gov>

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	**May 15, 2025**
Planning Commission Date:	May 6, 2026
BoCC Dates:	June 16, 2026
Applicant:	Polk County
Level of Review:	Level 4 Review, Comprehensive Plan Map Amendment
Case Number and Name:	LDCPAS-2025-12 Keller Road PM to A/RR CPA
Request:	Small Scale Comprehensive Plan map amendment from Phosphate Mining (PM) to Agricultural/Residential Rural (A/RR) on 19.47± acres in the Rural Development Area (RDA).
Location:	The site is south of US Highway 98 E, on the east side of Keller Road, north of Dishong Road and west of Lanier Road, southeast of the City of Fort Meade, in Section 06, Township 32, Range 26
Property Owner:	James Merle Johnson, James R Keller, Timothy James Keller, Tiffany Pangborn, Pamela K Wells
Parcel Size:	19.48± acres (Parcels: 263206000000034010, 263206000000034020, 263206000000034030, 263206000000034040, 263206000000034050, 263206000000034060, 263206000000034070, 263206000000034080, 263206000000034100)
Development Area/Overlays:	Rural Development Area (RDA)
Future Land Use:	Phosphate Mining (PM)
Nearest Municipality	Fort Meade
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (7:0)
Case Planner:	Robert Bolton, Planner III



Location



Current Future Land Use

Summary

A County-initiated request for a Comprehensive Plan Map amendment to change the Future Land Use designation from Phosphate Mining (PM) to Agricultural Residential Rural (A/RR). The subject property is located east of Keller Road, and south of US Highway 98 E, southeast of the City of Fort Meade. The site is 19.48± acres and consists of nine (9) lots in the subject site area with four (4) of the nine (9) lots currently improved with residential dwellings. The dwellings in the sites were constructed in the 1950's and 1960's and are lots of record. The site has not been owned by a mining company, nor been in a mine plan.

This land use change request is consistent with Policy 2.114-A2 that provides if a property designated PM was not owned by a mining company or in a mine plan, the future land use after PM can be A/RR or other recreation and institutional land uses. In addition, this policy allows for the subject site to be developed as if it was already designated A/RR and requiring that the County initiated a Future Land Use designation change to A/RR. This request is consistent with that policy and in line with the other A/RR in the RDA. This request is also part of Board of County Commission request to research, locate and initiate Land Use Changes from Phosphate Mining (PM) to Agricultural/Residential Rural (A/RR) for parcels within the PM that have historically been utilized as residential use with residential dwellings.

Compatibility Summary

Section 2.114 of the Comprehensive Plan lists A/RR as one of the land uses for the conversion of PM lands. The surrounding uses are previously mined lands, with another area of Agricultural Residential Rural (A/RR) to the northwest of the site. Agricultural Residential Rural (A/RR) is the Future Land Use provided in Policy 2.114-A2 of the Comprehensive Plan.

Infrastructure Summary

The infrastructure is rural in nature. The site has been developed with residential dwellings for several decades with phosphate mining occurring around them. The surrounding use is predominantly previously mined lands. Adjacent to the northwest is another residential area that has been developed as rural residential and is located between Keller Road and Parrish Road. These uses are compatible with the current lots of record.

Environmental Summary

There is a small pond on site; however, there are no other floodplains or wetlands on site. The soils map indicates some moderate limitations for the use of septic within the subject area; however, the site is significantly built out with residential dwellings with the vacant lots owned by the residents.

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

- Policy 2.102(A1-A15): Growth Management Policies
- Policy 2.102-A10 Location Criteria
- Section 2.114 Phosphate Mining
- Policy 2.114-A4: Future Development of PM Land

Findings of Fact

Request and Legal Status

- This is a County-initiated request for a Comprehensive Plan Map amendment to change the Future Land Use designation from Phosphate Mining (PM) to Agricultural Residential Rural (A/RR) on 19.48 +/- acres.

- The County is initiating this request is consistent with Comprehensive Plan Policy 2.114-A2 which states that if property in the PM district that was not under a conceptual mining plan and owned by a phosphate mining company "may be developed residentially but the County must initiate a Comprehensive Plan amendment soon after to recognize the new land use."

- This request is also part of Board of County Commission request to research, locate and initiate Land Use Changes from Phosphate Mining (PM) to Agricultural/Residential Rural (A/RR) for parcels within the PM that have historically been utilized as residential use with residential dwellings.

- The subject site has historically been residential and has not been mined.

- The subject properties were not owned by a mining company or part of a mine plan at the time of the adoption of the Comprehensive Plan.

Compatibility

- There are nine (9) lots in the subject site area with four (4) of nine (9) lots currently improved with residential dwellings, five are vacant and owned by the improved lot owners.

- Staff set prior notification letters to the Owners of Record for each of the parcels. No response was received.

- Staff is coordinating with the Phosphate Review Group to obtain any comments per *Policy 2.114-A4,* any comments received may result in update(s) to this Staff Report.

- The earliest residential construction for the improved lots dates back to the 1950's and 1960's

- North of the site between Keller Road and Parrish Road is another area that was developed as rural residential.

- The existing uses surrounding the site are
    - North – PM Vacant, Formerly Phosphate Mined Land, NW, A/RR Residential and Citrus
    - West – PM Vacant, Formerly Phosphate Mined Land, NW, A/RR Residential and Citrus
    - East – PM Vacant, Formerly Phosphate Mined Land
    - South – PM Vacant, Formerly Phosphate Mined Land

Infrastructure

- The subject site parcels have enough road frontage and points of access to permit access points for the vacant lots within the subject site in accordance with Section 705 and Section 822 of the LDC.

- The property fronts Keller Road on the west, with frontage on a private unnamed access road on the south.

- The site has no access to centralized potable water or wastewater services. The closest water line is located on the west side of the Peace River. The closest municipal service area is the City of Fort Mead, north and east of the site.

- The subject property is zoned for Lewis Anna Woodbury Elementary School, Ft Meade Middle/Sr Middle School, and Ft. Meade Senior High School.

- The Sheriff's Regional Command that serves the area is the Polk County Sheriff's Southeast Command Center at 4011 Sgt. Mary Campbell Way in Lake Wales approximately 32 miles to the northeast.

- Fire rescue response from Polk County Fire Rescue Station #10 at 1235 9th St NE N, Fort Meade. It is approximately 3.9 miles driving distance.

- There are no sidewalks along Keller Road.

- The nearest transit route is Route 25 that stops at S. Hendry Avenue and E. Broadway Street in Ft. Meade, approximately 3.2 miles northwest.

- The nearest neighborhood park is the Fort Meade Park. The closest County Regional Park is Loyce Harpe Park. The Bone Valley ATV Park is about eleven (11) miles away.

Environmental

- There is a small pond on the site.

- The subject site does contain wetlands, the small pond is the only floodplain.

- The subject site has Tavares Fine Sand (60%), and Arents (40%).

- The site is located within the Potential Network Connections area of the Polk Green District Comprehensive Plan Map Series.

- Approximately 0.6 mile south of the site has over 500 acres in a Conservation Easement.

- The subject property is not located within a one-mile radius of a protected plant or animal species sighting since 2006 (Source: Florida Natural Areas Inventory 2002, 2006, 2011, & 2015).

- There are no known archeological or historical resources on the subject site per data from the Florida State Historical Commission.

- There are residential use wells on the subject site and it is not located in a wellfield.

- The site is not within an Airport Impact District.

Comprehensive Plan Policies

- POLICY 2.102-A1 Development Location states that Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.

- POLICY 2.102-A2 Compatibility states that land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.

- POLICY 2.102-A3 Distribution states that development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available.

- POLICY 2.102-A4 Timing states that development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.

- POLICY 2.102-A10 Location Criteria states the following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area:
  a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided;
  b. nearness to agriculture-production areas;
  c. distance from populated areas;
  d. economic issues, such as minimum population support and market-area radius (where applicable);
  e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to:
    1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways;
    2. sanitary sewer and potable water service;
    3. storm-water management;
    4. solid waste collection and disposal;
    5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment;
    6. emergency medical service (EMS) provisions; and
    7. other public safety features such as law enforcement;
    8. schools and other educational facilities
    9. parks, open spaces, civic areas and other community facilities
  f. environmental factors, including, but not limited to:
    1. environmental sensitivity of the property and adjacent property;
    2. surface water features, including drainage patterns, basin characteristics, and flood hazards;
    3. wetlands and primary aquifer recharge areas;
    4. soil characteristics;
    5. location of potable water supplies, private wells, public well fields; and
    6. climatic conditions, including prevailing winds, when applicable.

- POLICY 2.114-A4: FUTURE DEVELOPMENT OF PM LAND - Polk County shall promote the redevelopment of PM lands by encouraging master planned developments incorporating land uses permitted within Rural Development Areas. Applications for land use amendments will be reviewed by the "Phosphate Mining Review Group." The applicant will be required to submit appropriate data and analysis as required by the amendment process, a copy of the reclamation plan including the subject site(s), and narrative establishing how the proposed land use(s) follows or conforms to the reclamation plan. The proposal shall demonstrate consistency with the goals, objectives, and policies of the Plan, including, county-wide land use needs, compatibility with adjacent uses, and protection of existing natural resources.

  The "Phosphate Mining Review Group" will be composed of a representative from each of the following agencies:
  Department of Environmental Protection, Bureau of Mine Reclamation
  Central Florida Regional Planning Council
  Phosphate Mining Industry
  Florida Institute of Phosphate Mining Research
  Florida Fish and Wildlife Conservation Commission
  Polk County Planning

Polk County Natural Resources
Polk County Cooperative Extension Services, Soils Conservation

- These applications for land use amendments shall be reviewed by the Group prior to application being accepted by the County.

- According to POLICY 2.108-A1 of the Comprehensive Plan, the subject property is in a Rural Development Area (RDA). The RDA "is characterized by large open areas, agricultural use, with scattered development and rural centers. Services are limited and mostly found in the rural centers and clustered developments."

- The subject property is in a Phosphate Mining (PM) Future Land Use Map district. The Comprehensive Plan permits only Phosphate mining and allied industries, land reclamation, agriculture, and Farmworker housing.

- Policy 2.114-A2 of the Comprehensive Plan states that if property in the PM district that was not under a conceptual mining plan and owned by a phosphate mining company "may be developed residentially but the County must initiate a Comprehensive Plan amendment soon after to recognize the new land use."

- For PM lands affected by Policy 2.114-A2, a change to the Agricultural/Residential Rural (A/RR) district is the default category.

- Per Table 2.2 of the Land Development Code (LDC), the minimum residential lot size in an A/RR district is five (5) acres. Single-family residences are a permitted use in A/RR.

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 2025-12.**

Planning Commission Recommendation: On May 6, 2026, in an advertised public hearing, the Planning Commission voted 7:0 to **recommend APPROVAL of LDCPAS 2025-12.**

NOTE: *This staff report was prepared without the benefit of testimony and evidence submitted by the public and other interested parties at a public hearing.*

NOTE: *All written comments made in the application and subsequent submissions of information made during the application review process, which are on file with the Land Development Division, shall be considered to be binding upon the applicant, provided such comments are not at variance with the Comprehensive Plan, LDC or other development regulations in effect at the time of development.*

NOTE: *Issuance of a development permit by the county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law*.

Analysis

This section of the staff report includes data on the surrounding uses, infrastructure conditions, environmental conditions, and related Comprehensive Plan policies and Land Development Code regulations.

Surrounding Uses

Table 1 identifies the Future Land Use (FLU) designations and the existing uses surrounding the subject site that are immediately adjacent. The subject site has residential dwellings that were constructed in the 1960's and 1970's.

Table 1

Northwest: A/RR Improved and Vacant Residential and Citrus	**North:** PM Vacant Formerly Phosphate Mined Land	**Northeast:** PM Vacant Formerly Phosphate Mined Land
West: PM Vacant Formerly Phosphate Mined Land	**Subject Property:** PM 19.48± acres; Improved Residential, Vacant Residential	**East:** PM Vacant Formerly Phosphate Mined Land
Southwest: PM Vacant Formerly Phosphate Mined Land	**South:** PM Vacant Formerly Phosphate Mined Land	**Southeast:** PM Vacant Formerly Phosphate Mined Land
Source: Polk County Geographical Information System and site visit by County staff		

The infrastructure is limited due to the rural nature of the area. The site has been developed with residential dwellings for several decades with phosphate mining occurring around them. The surrounding use is predominantly previously mined lands. Adjacent to the northwest is another residential area that has been developed as rural residential and is located between Keller Road and Parrish Road. These uses are compatible with the current lots of record.

Compatibility with the Surrounding Uses

According to *Policy 2.102-A2* of Polk County's Comprehensive Plan, "land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; and c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development." The "development criteria" and the "density and dimensional regulations" of a land use district are often the measuring tools used by staff to determine compatibility and the appropriateness of locating differentiating uses. Compatibility is defined in the Comprehensive Plan as "a condition in which land uses or conditions can coexist in relative proximity to each other

in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

A. Land Uses

Section 2.114 of the Comprehensive Plan, lists A/RR as one of the land uses for the conversion of PM lands. The lands easy of the Peace River were mined for phosphate. The land to the west of the Peace River has historically been City of Fort Meade, residential or citrus groves. The existing residential and citrus nature are compatible with the existing residential development of the subject lots of record.

B. Infrastructure

The infrastructure is limited due to the rural nature of the area. The site has historically been developed with four (4) residential dwellings. Any new development would consist of redevelopment of the existing residential development. The site is currently developed without adding any additional impacts to roads and public safety services.

Nearest Elementary, Middle, and High School

The schools zoned for the subject property are the zoned schools listed in Table 2 below. The site, nine (9) lots, is currently developed with four (4) residential dwellings, with all of the vacant lots owned by existing residents except for one (1) lot. The four (4) vacant lots have the potential for one (1) additional student in elementary, middle and High schools.

Table 2 School Information

Name of School	Annual Estimated Demand	% Capacity 2024-2025 School Year	Average driving distance from subject site
Lewis Anna Woodbury Elementary School	1 student	87%	1.4 ± miles driving distance
Ft Meade Middle/Sr Middle School	1 student	70%	2.6 ± miles driving distance
Ft Meade Senior High School	1 student	57%	2.6 ± miles driving distance

Source: Polk County School Board, Polk County Impact Fee Ordinance, GIS

Nearest Sheriff, Fire, and EMS Station

Table 3 below displays that the nearest Sheriff District office and Fire/EMS stations. Sheriff response times are not as much a function of the distance to the nearest sheriff's substation, but more a function of the overall number of patrol officers within the County.

Table 3 Public Safety Information

	Name of Station	Distance Response Time*
Sheriff	Southe**ast** Command Center (4011 Sgt. Mary Campbell Way in Lake Wales)	30.3 +/- miles Priority 1 – 10:04 Priority 2 – 30:54
Fire/ EMS	**Station #10** (1235 9th St NE N, Fort Meade, Ft. Meade)	3.9 +/- miles 9-11 minutes

Source: Polk County Sheriff's Office & Polk County Fire Rescue. Response times for April 2026.

Water and Wastewater

The subject site is in the RDA and is not within any utility service area. Water and sewer lines are not near the subject site. The nearest water line is along the east side of Mt Pisgah Road, north of the site at Cox Road and is owned by the City of Ft. Meade. Potable water will be provided by a well, and an onsite septic treatment system will be utilized to handle wastewater for each individual lot. The nearest potable water from Fort Meade is on the west side of the Pease River.

A. Estimated Demand

Table 4, following this paragraph, shows the Average Annual Daily Trip (AADT) rate and the PM Peak hour trip rate being less for the proposed request. However, it is not automatic and not even common that the alternative use for PM is industrial. In fact, most of the land use changes from PM are to A/RR. The changes to IND have been along railroad lines. The subject site is not along a railroad and historically been utilized for residential dwelling. However, IND uses tend to be more impactive in terms of noise, vibrations, and odors. So, the traffic analysis below is based on PM having industrial uses. It is noted that there is not potable water or sewer service to the subject site, water and sewer is provided by well and septic systems

Table 4 Estimated Water and Sewer Impact Analysis

Permitted Intensity 19.47 +/- acres 848,113 sq ft @0.75 FAR = 636,085	**Current PM**	**Maximum Permitted in A/RRX**
	636,085 sf	9 units
Potable Water Consumption	636,085 * 0.24 = **152,661 GPD**	9 X 250 = **2,250 GPD**
Wastewater Generation	152,661 * 80% Water **= 122,129 GPD**	9 X 200 = **1,800 GPD**

Source: Concurrency Manual: PM@ IND rates @ 0.24 per sq ft and 80% for wastewater, single family @ 250 GPD Potable water and 200 Wastewater.

B. Service Provider

The subject site is not within any utility serve areas. Four (4) of the nine (9) parcels are currently improved with single-family dwellings, which use well and septic to provide for these utility needs. The above analysis is at full development, additional capacity would be 1,250 GPD portable water and 1,000 GPD wastewater. Only redevelopment with single-family residential would occur.

C. Available Capacity

The subject site is not within any utility serve areas. Therefore, all development on the subject site will require wells and septic tanks. The capacity of these systems will be based on the parameters of the permitting agency.

D. Planned Improvements

There are no utility improvements near the subject site.

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 being less for the proposed request. However, it is not automatic and not even common that the alternative use for PM is industrial. In fact, most of the land use changes from PM are to A/RR. The changes to IND have been along railroad lines. The subject site is not along a railroad and historically been utilized for residential dwelling. However, IND uses tend to be more impactive in terms of noise, vibrations, and odors. So, the traffic analysis below is based on PM having industrial uses.

The table below analyzes the subject site as if vacant; however, the four (4) of the nine (9) parcels are currently improved with single-family dwellings. The analysis of the site with the four (4) of the nine (9) parcels currently developed with residential indicates 63 AADT and 8 Peak Hour, verses the assumed PM developed intensity, indicating 2,300 ADDT and 392 Peak Hour.

Table 5 Estimated Transportation Impact Analysis

Permitted Intensity 19.47 +/- acres 848,113 sq ft @0.75 FAR = 636,085	**Current PM**	**Maximum Permitted in A/RRX**
	636,085 / 1,000 = 636 sf	9 units
Average Annual Daily Trips (AADT)	636 * 3.93 * 92% new trips = **2,300 AADT**	9 X 7.81 AADT = **71 AADT**
PM Peak Hour Trip	636 * 0.67 * 92% new trips = **392 AADT**	9 X 1 = **9 PM Peak Hour**

Source: Concurrency Manual and Table for Minor Traffic Study –PM @ IND rates ITE Code 140 @ 3.93 AADT per 1,000 square feet and 0.67 PM Peak Hour Trip per 1,000 square feet and 92% new trips, single family @ one house per five acres – 7.81 AADT per unit and 1 PM Peak Hour per unit 100% new trips

B. Available Capacity

The subject site only has direct access to Keller Road, which is not monitored by the Polk Transportation Planning Organization (TPO). Keller Road is a Rural Minor Collector. The nearest monitored road, US 98 and extends east out of Fort Meade. The current Level of Service (LOS) through this part of the County is “B”. The minimum LOS on the eastern portion of US 98 is “C” from Edgewood Dr North to Avon Park Cutoff Road. The current Level of Service (LOS) through this part of the road is “B”. The minimum LOS on this portion of US 98 is “D”.

The existing residential development will not have any significant impact on the roadway capacity.

Table 6					
Link #	**Road Name**	**Current LOS**	**Available Capacity**	**Minimum LOS Standard**	**Projected Five Year LOS**
5400N	US 98 (Edgewood Dr N to US 17)	B	867	D	B
5400S		B	855	D	B
5401N	US 98 (Edgewood Dr N to Avon Park Cutoff Road)	B	547	C	B
5401S		B	535	C	B
Source: Polk Transportation Planning Organization, Roadway network Database April 2026					

C. Roadway Conditions

The subject site has access to Keller Road, which is not monitored by TPO; however, has a PCI condition rating of Poor. US 98 E is a two-lane undivided Principal Arterial Road that appears in good condition. US 98 E is maintained by the Florida Department of Transportation (FDOT). The condition of the roadways and the LOS change over time. The conditions are addressed when development access a road during the Level 2 Review. LOS is a tool that can limit the intensity of a development in the short run.

D. Sidewalk Network

Keller Road does not have any sidewalks. The subject site is in the Rural Development Area (RDA) which does not require sidewalks within the right of way on a public road.

E. Planned Improvements:

There are currently no planned improvements along any of the traffic links.

F. Mass Transit

The nearest transit route is Route 25 that stops at S. Hendry Avenue and E. Broadway Street. This stop is approximately 3.2 miles northwest of the site.

Park Facilities:

The following analysis is based on public recreation facilities. The nearest neighborhood park is the Fort Meade Park. The Bone Valley ATV Park is about eleven (11) miles away.

A. Location:

Fort Meade Park is located in the northeast part of Fort Meade. Its current hours of operations are from 5 a.m. to 10 p.m. The park's amenities include baseball Fields, basketball Court(s), picnic tables, playground, and softball facilities.

Bone Valley ATV Park is on the south side of County Road 630 and east of State Road 37. It is a 200-acre tract of land with 15 trails, hill climbs and free riding areas. Below are the hours and fees for the park, along with important safety and registration information. The address is 10427 County Road 630 W. in Mulberry.

C. Environmental Lands:

There are no County owned Environmental Lands in this part of the County.

D. Planned Improvements:

There are no further recreation improvements scheduled for this area of the County at this time.

Environmental Conditions

The subject site has historically been a residential area with nine (9) lots of record. The area does not have access to municipal water and sewer, historically relying on well and septic for water and sewer. While the lots are lots of record and would be able to be developed with single-family residences they would require to receive approval from the Polk County Health Department for any septic tank installation for the site.

A. Surface Water:

The highest point is 130 feet above sea level; the lowest is 116 feet MSL at the pond on the eastern side of the site, and 121 feet MSL on the southern side of the site. The site drains to the southerly into a flood plain system toward Bowlegs Creek and then into the Peace River. The pond appears to have been made between 1968 and 1970 per Polk County historic aerial photographs.

B. Wetlands/Floodplains:

The subject site has no indicated wetlands or floodplains, except for the pond onsite which is designated a Zone A.

C. Soils:

The subject site is comprised of a mix of soil types as listed in Table 8 following this paragraph. According to the soil survey of Polk County, the soil types range from Moderate to Severe. The site is currently developed with single-family residential.

Table 8

Soil Name	**Septic Tank Absorption Field Limitations**	**Limitations to Dwellings w/o Basements**	**% of Site** *(approximate)*
Tavares fine sand, 0 to 5% slope	Moderate: wetness	Slight	60%
Arents, 0 to 5% slope	Severe: wetness	Severe: wetness	40%

Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service

D. Protected Species:

The subject property is not located within a one-mile radius of a protected plant or animal species sighting since 2006 (Source: Florida Natural Areas Inventory 2002, 2006, 2011, & 2015).

E: Polk Green Districts and Conservation Easements:

The site is located within the Potential Network Connections area of the Polk Green District Comprehensive Plan Map Series. Approximately 0.6 mile south of the site has over 500 acres in a Conservation Easement as recorded in OR Book 10740, Page 2012.

F. Archeological and Historical Resources:

According to the Florida Department of State, Division of Historical Resources, there are no archeological or historical resources listed in the Florida Master Site File for the site.

G. Wells (Public/Private)

The subject site is not located on a wellfield. The nearest Wellfield is about three (3) miles northwest, in Fort Meade. The current improved subject parcels as well as other improved properties use wells for their water source.

H. Airports:

The site is not within any Airport Height Notification or In-Flight Visual Interference Zones.

Economic Factors:

The subject site is only 19.48± acres. Most phosphate mines are thousands of acres. The site has historically been residential with an residences dating back to the 1950's and 1960's. This change in land use will provide for a conforming use on the subject site.

Consistency with the Comprehensive Plan

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

Table 8 Comprehensive Plan and Land Development Code

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.102-A2: COMPATIBILITY - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b.	The neighboring Future Land Use Map designations are mostly PM and previously mined for phosphate many years ago. Adjacent to the East, South, and West are previously mined land. These lands were part of the Watson Mine and have been released from reclamation.

Comprehensive Plan Policy	Consistency Analysis
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-A1: DEVELOPMENT LOCATION – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing Communities.	The proposed low-density use is consistent with services available in the Rural Development Area (RDA).
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.	
POLICY 2.102-A10: LOCATION CRITERIA - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area: a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided, b. nearness to agriculture-production areas; c. distance from populated areas; d. economic issues, such as minimum population support and market-area radius (where applicable);e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to: 1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways; 2.sanitary sewer and potable water service; 3. storm-water management; 4. solid waste collection and disposal; 5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment; 6. emergency medical service (EMS) provisions; and 7. other public safety features such as law enforcement; 8. schools and other educational facilities 9. parks, open spaces, civic areas and other community facilities, f. environmental factors, including, but not limited to: 1. environmental sensitivity of the property and adjacent property; 2. surface water features, including drainage patterns, basin characteristics, and flood hazards; 3. wetlands and primary aquifer recharge areas; 4. soil characteristics; 5. location of potable water supplies, private wells, public well fields; and 6.	One home per five acres does not require many services other than the potential need for public safety services and access for visitors. The subject site consists of nine (9) lots (existing lots of record), 4 of which are improved with residential dwellings. Existing dwellings date back to the 1950's and 1960's. Homeowners within the subject area have not had access to urban services and have not requested any increased level of urban services. A/RR is the main residential and agricultural designation in the RDA. Therefore, this request is consistent with these policies.

Comprehensive Plan Policy	Consistency Analysis
climatic conditions, including prevailing winds, when applicable.	
Property not meeting the criteria under Policy 2.114-A2 (Designation and Mapping of Phosphate Mining Land) but designated as Phosphate Mining on the Polk County Future Land Use Map Series, may be developed residentially but the County must initiate a Comprehensive Plan amendment soon after to recognize the new land use. Agricultural/Residential-Rural (A/RR) development criteria specified under Section 2.121-A with the exception of Policy 2.121-A2.E.2 (Rural Mixed Use Developments) will be used; and, the applicant must show documentation proving the property was not owned by a phosphate mining company prior to May 1, 1991, the Plan's adoption date. Property purchased from a phosphate company after this date will not be considered an error.	
POLICY 2.114-A3: PERMITTED ACTIVITIES - The following activities shall be permitted within the Phosphate Mining land use category as mapped pursuant to Policy 2.114-A2: a. Phosphate mining and allied industries; b. Land reclamation; c. Agriculture and Farmworker housing under specific design parameters listed in the Land Development Code not to exceed an intensity of sixteen (16) workers per acre; d. Other land uses with conditional approval which are compatible and related with the extraction and processing of phosphate; and e. Subject to the adoption of a Comprehensive Plan amendment, any activities permitted within the following land use designations, which are appropriate for the redevelopment of lands formally utilized for phosphate mining operations and which demonstrate compliance with the Comprehensive Plan criteria for each use: 1 .Preservation. 2. Recreation and Open Space. 3. Leisure/Recreation. 4. Institutional. 5. Rural Cluster Centers. 6. Tourism Commercial Centers. 7. Business Park Centers. 8. Industrial. 9. Rural Mixed-Use Developments. 10. New Communities. 11. Agricultural/Residential Rural only.	A mining company has not owned the subject site and was not part of a Mine Plan. This request is part of a Board of County Commission's request to locate residential use properties that have historically been residential use with residential dwellings and provide residential entitlements to these areas.
POLICY 2.114-A4: FUTURE DEVELOPMENT OF PM LAND - Polk County shall promote the redevelopment of PM lands by encouraging master planned developments incorporating land uses permitted within Rural Development Areas. Applications for land use amendments will be reviewed by the "Phosphate Mining Review Group." The applicant will be required to submit appropriate data and analysis as required by the amendment process, a	Staff is coordinating with the Phosphate Review Group to obtain any comments.

Comprehensive Plan Policy	Consistency Analysis
copy of the reclamation plan including the subject site(s), and narrative establishing how the proposed land use(s) follows or conforms to the reclamation plan. The proposal shall demonstrate consistency with the goals, objectives, and policies of the Plan, including, county-wide land use needs, compatibility with adjacent uses, and protection of existing natural resources. The "Phosphate Mining Review Group" will be composed of a representative from each of the following agencies: Department of Environmental Protection, Bureau of Mine Reclamation Central Florida Regional Planning Council Phosphate Mining Industry Florida Institute of Phosphate Mining Research Florida Fish and Wildlife Conservation Commission Polk County Planning Polk County Natural Resources Polk County Cooperative Extension Services, Soils Conservation These applications for land use amendments shall be reviewed by the Group prior to application being accepted by the County.	

Urban Sprawl Analysis

After analyzing the primary indicators of Urban Sprawl per *Policy 2.109-A10* of the Polk County Comprehensive Plan, it is apparent that the proposed request is not considered urban sprawl based on these criteria and it is permitted in the designated area. Table 9 (below) depicts the Urban Sprawl Criteria used by staff as indicators of Urban Sprawl.

Table 9 Urban Sprawl Criteria

Urban Sprawl Criteria: The following criteria are the primary indicators of urban sprawl per Florida Statutes	
Urban Sprawl Criteria	**Sections where referenced in this report**
a. *Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.*	Summary of analysis
b. *Allows a significant amount of urban development to occur in rural areas.*	Summary of analysis
c. *Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.*	Summary of analysis, surrounding Development, compatibility
d. *Fails to adequately protect and conserve natural resources and other significant natural systems.*	Summary of analysis, surrounding Development, compatibility
e. *Fails to adequately protect adjacent agricultural areas.*	Compatibility with Surrounding Land Uses
f. *Fails to maximize existing public facilities and services.*	Summary of Analysis, Infrastructure
g. *Fails to minimize the need for future facilities and services.*	Summary of Analysis, Infrastructure
h. *Allows development patterns that will disproportionately increase the cost of providing public facilities and services.*	Summary of Analysis, Infrastructure
i. *Fails to provide a clear separation between urban and rural uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
j. *Discourages infill development or redevelopment of existing neighborhoods.*	Summary of Analysis, Compatibility with Surrounding Land Uses
k. *Fails to encourage an attractive and functional mixture of land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
l. *Will result in poor accessibility among linked or related land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
m. *Results in the loss of a significant amount of open space.*	Summary of Analysis, Compatibility with Surrounding Land Uses

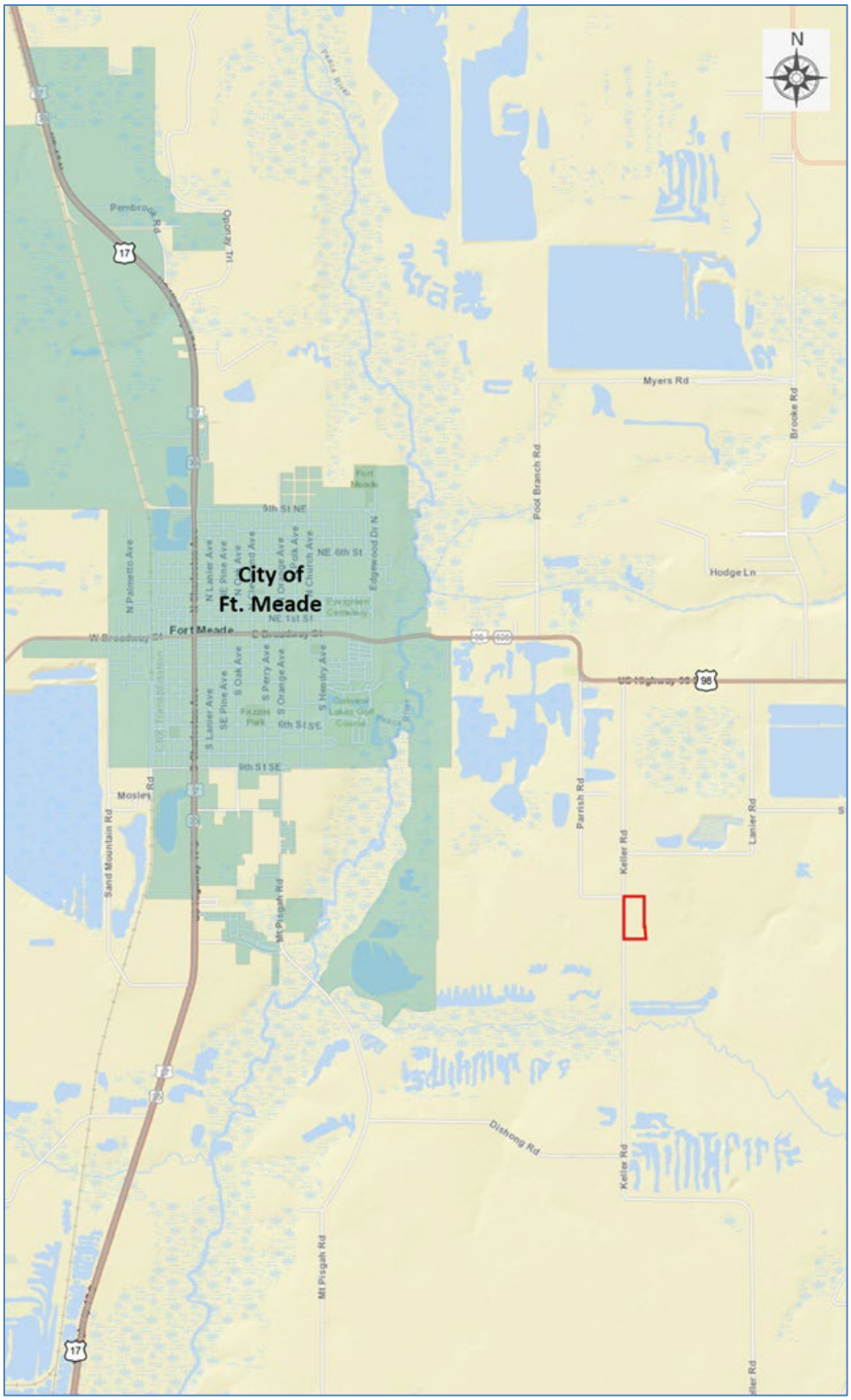
Comments from other agencies

No comments

Exhibits

Exhibit 1 Location Map
Exhibit 2 Aerial Map – Context
Exhibit 3 Aerial Map – Close-up
Exhibit 4 Current Future Land Use Map
Exhibit 5 Proposed Future Land Use Map
Exhibit 6 FDEP Phosphate Mine GIS
Exhibit 6 Subject Properties and Ownership
Exhibit 7a&b Permitted and Conditional Uses in PM and A/RR

Applicant's submitted documents and ordinance as separate files



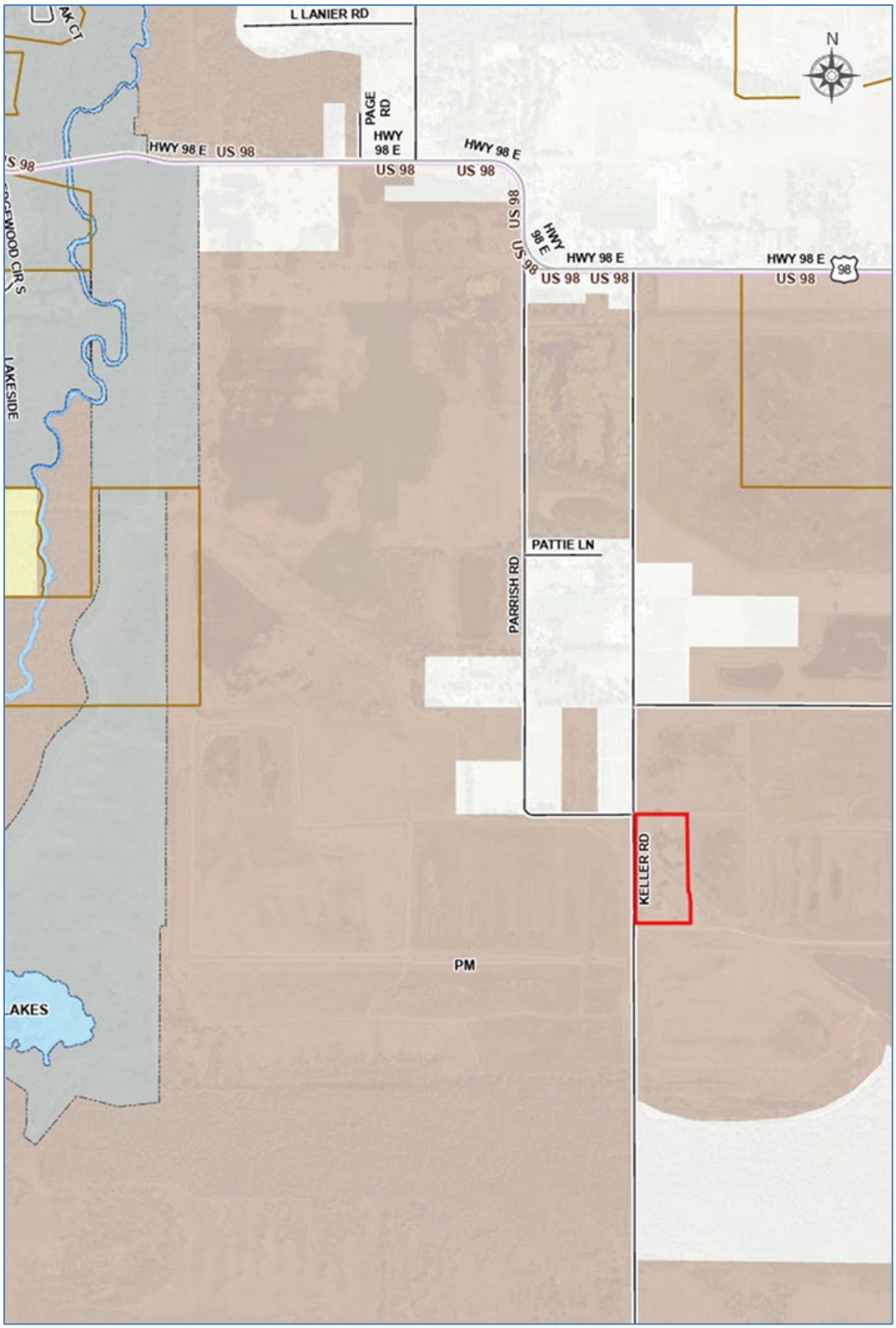
LOCATION MAP



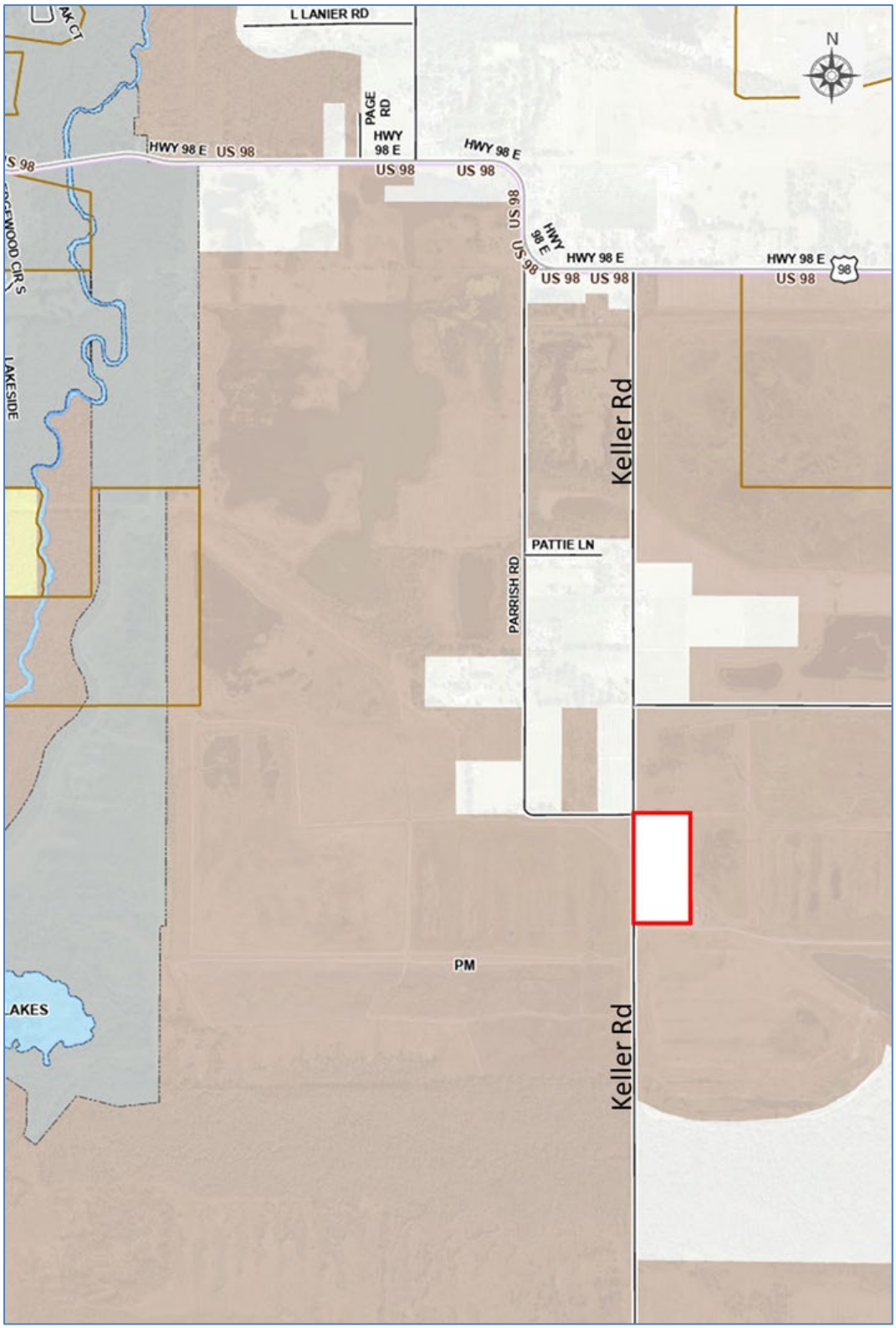
AERIAL MAP CONTEXT



AERIAL MAP – CLOSE UP



CURRENT FUTURE LAND USE MAP



PROPOSED FUTURE LAND USE MAP



FDEP Phosphate Mine GIS

Parcel Number	Current Owner	Size (ac)
26-32-06-000000-034040	JOHNSON JAMES MERLE	1.14
26-32-06-000000-034050	JOHNSON JAMES MERLE	1.14
26-32-06-000000-034070	KELLER JAMES R	2.50
26-32-06-000000-034080	KELLER JAMES R	1.01
26-32-06-000000-034100	KELLER TIMOTHY JAMES	5.91
26-32-06-000000-034020	PANGBORN TIFFANY	2.11
26-32-06-000000-034030	PANGBORN TIFFANY	2.25
26-32-06-000000-034060	PANGBORN TIFFANY	1.00
26-32-06-000000-034010	WELLS PAMELA K	2.42
		19.48

SUBJECT PARCELS AND OWNERSHIP

Phosphate Mining (PM)			
Technical Staff Review -Level 1& 2		**Public Hearing (s) Required-Level 3 & 4**	
Residential Uses:	Family Farm; Farm Worker Dormitory, Apartment Style, C2	**Residential Uses:**	Farm Worker Dormitory, Barrack Style, C3
		Mixed Uses:	Planned Development, C3
All Other Uses:	Animal Farm, Intensive, C1 Communication Towers, Guyed and Lattice, C2 Communication Tower, Monopole, C2 Community Center, C2 Convenience Stores, Isolated, C2 Cultural Facility, C2 Farming General, P Heavy Machinery Equipment Sales and Services, P Heliports, C2 Helistops, C2 Kennels, Boarding and Breeding, P Livestock Sale, Auction, P Manufacturing, Explosives/Volatile Material, C2 Manufacturing, General, C2 Manufacturing, Light, C2 Medical marijuana Dispensaries, C2 Motor Freight Terminal, C2 Nurseries and Greenhouses, P Recreation, Passive, C1 Recreation, Low Intensity, C2 Recreation Vehicle Storage, C2 Religious Institution, C2 Research and Development, C2 Riding Academies, C1 School, Technical/Vocational/Trade & Training, C2 Solar Electric-Power Generation Facility, C2 Utilities, Class I, P Utilities, Class II, P Utilities, Class III, C2 Veterinary Service, C2	**All Other Uses:**	Agricultural Support, Off-Site, C3 Airport, C4 Breeding, Boarding, and Rehabilitation Facility, Wild or Exotic, C4 Government Facility, C3 Gypsum Stack, C4 Hazardous Waste Transfer, Storage, C4 Hazardous Waste Treatment Facilities, C4 Lime Stabilization Facility, C3 Mining, Non-Phosphate, C3 Power Plants, Non-Certified, Low, C4 Power Plants, Non-certified, High, C4 Power Plants, Certified, C4 Railroad yard, C3 Recreation High Intensity, C3 School, Leisure/special Interest, C3 School, university/college, C3 Seaplane Base, C3 Water Ski Schools, C3 Vehicle Recovery Service/Agency, C2 Vehicle Repair, Auto Body, P Vehicle Service, mechanical, P Veterinary Service, C2 Warehousing/Distribution, P

Permitted and Conditional Uses in PM

Future Land Use Designation	Technical Staff Review -Level 1 & 2	Public Hearing (s) Required-Level 3 & 4
Agricultural/Residential Rural (A/RR)	**Residential Uses:** Family Farm, C1 Group Home, Small (6 or less residents), C1 Farm Worker Dormitory, Apartment Style, C2 Mobile Homes, Individual, C1 Single-family Detached Home & Subdivision **All Other Uses:** Animal Farm, Intensive Cemetery, C2 Communication Towers, Guyed and Lattice C2 Communication Tower, Monopole, C2 Convenience Stores, Isolated, C2 Emergency Shelter, Small (6 or less residents), C1 Farming General, Golf Course, C1 Heliports, C2 Helistops, C2 Kennels, Boarding and Breeding Livestock Sale, Auction Nurseries and Greenhouses Recreation, Passive, C1 Recreation, Low Intensity, C2 Riding Academies, C1 Solar Electric-Power Generation Facility, C2 Utilities, Cass I Utilities, Cass II, C1 Veterinary Service	**Residential Uses:** Fly-in Community, C3 Group Home, Large (7-14 residents), C3 Group Living Facility (15 or more residents), C3 Farm Worker Dormitory, Barrack Style, C3 Mobile Home Park & subdivision, C3 Rural Residential Development (RRD), C3 **Mixed Uses:** Planned Development, C3 Residentially Based Mixed Development (RBMD), C3 Rural Mixed Development (RMD), C3 **All Other Uses:** Adult Day Care Center (7 or more clients), C3 Agricultural Support, Off-Site, C3 Airport, C4 Bed and Breakfast, C3 Breeding, Boarding, and Rehabilitation Facility Wild or Exotic, C3 Childcare Center, C3 Community Center, C3 Correctional Facility, C4 Cultural Facility, C3 Emergency Shelter, Medium (7-14 residents), C3 Emergency Shelter, Large (15 or more residents), C3 Event Facility, C3 Government Facility, C3 Institutional Campground, C3 Lime Stabilization Facility, C3 Lodges and Retreats, Private, C3 Marinas and Related Facilities,C3 Outdoor Concert Venue, C3 Recreation, High Intensity C3 Recreation, Vehicle Oriented, C3 Religious Institution, C3 Residential Treatment Facility, C4 School, Elementary, C3 School, Leisure/Special Interest C3 School Technical/Vocational/Trade & Training, C3 Seaplane Base, C3 Utilities, Cass III, C3 Water Ski Schools, C4

Permitted and Conditional Uses in A/RR

ORDINANCE NO. 26 -____

AN ORDINANCE OF POLK COUNTY, FLORIDA ADOPTING **LDCPAS-2025-12;** AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN, ORDINANCE 92-36, AS AMENDED, TO CHANGE THE FUTURE LAND USE MAP DESIGNATION ON 19.48+/- ACRES FROM PHOSPHATE MINING (PM) TO AGRICULTURAL/RESIDENTIAL RURAL (A/RR). THE SITE IS LOCATED SOUTH OF US HIGHWAY 98 E, ON THE EAST SIDE OF KELLER ROAD, NORTH OF DISHONG ROAD AND WEST OF LANIER ROAD, SOUTHEAST OF THE CITY OF FORT MEADE, IN SECTION 06, TOWNSHIP 32, RANGE 26; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 163.3187, FS, and Comprehensive Plan Section 4.305.B, provides for the approval of Small-Scale Comprehensive Plan Amendments; and

WHEREAS, pursuant to Section 163.3174, FS, the Local Planning Authority (Planning Commission) conducted a public hearing, with due public notice having been provided, on the proposed Plan revisions on May 6, 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 June 16, 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 19.48± acres from Phosphate Mining (PM) to Agricultural/Residential Rural (A/RR) in the Rural Development Area (RDA) on the parcel listed below and graphically depicted on the parcel map in Attachment "A".

Parcel 1

26-32-06-000000-034040

E 165 FT OF N1/4 OF W1/2 OF SW1/4 OF NW1/4 LESS S 30 FT

Parcel 2

26-32-06-000000-034050

BEG 165 FT W OF NE COR OF W1/2 OF SW1/4 OF NW1/4 RUN W 165 FT S 300 FT E 165 FT N 300 FT TO POB

Parcel 3

26-32-06-000000-034070

COMM SW COR OF SW1/4 OF NW1/4 OF SEC N89- 58-41E 30 FT TO ELY R/W OF KELLER RD & POB N0E ALONG SAID R/W 328.31 FT S89-43-30E 329.41 FT S0W 326.6 FT S89-58-41W 329.41 FT TO POB

Parcel 4

26-32-06-000000-034080

PARCEL A DESC AS FOLL: COMM AT SW COR OF SW1/4 OF NW1/4 E 25 FT TO ELY R/W OF KELLER RD N ALONG R/W 150 FT E 316.91 FT TO CURVE NWLY 39.27 FT N 233.68 FT E 12.5 FT TO POB E 243.74 FT TO CENTERLINE OF FLORIDA POWER CORPORATION POWER LINE S52-00-00E ALONG CENTERLINE 71.47 FT S 106 FT W 300 FT N 150 FT TO POB

Parcel 5

26-32-06-000000-034100

COMM SW COR OF SW1/4 OF NW1/4 OF SEC N89- 58-41E 30 FT TO ELY R/W OF KELLER RD N0E ALONG SAID R/W 328.31 FT TO POB THENCE N0E 547.6 FT TO C/L OF FLORIDA POWER CORPORATION POWER LINE LYING IN NWLY-SELY DIRECTION ACROSS W1/2 OF SW/14 OF NW1/4 S52E ALONG SAID C/L 759.07 FT S90W 243.74 FT S0W 150 FT N90E 300 FT S00-01-58W 258.32 FT S89-58-41W 324.85 FT N0E 326.6 FT N89-43-30W 329.41 FT TO POB

Parcel 6

26-32-06-000000-034020

BEG NW COR OF SW1/4 OF NW1/4 RUN E 180.90 FT S 300 FT E 35.20 FT S 300 FT TO C/L OF POWER LINE NWLY TO W SEC LINE N TO POB

Parcel 7

26-32-06-000000-034030

BEG 440 FT W & 135 FT S OF SE COR OF N1/4 OF W1/2 OF SW1/4 OF NW1/4 RUN S 135 FT SELY TO A PT 41 FT N OF SE COR OF N3/4 OF W1/2 OF SW1/4 OF NW1/4 N 339 FT NWLY TO POB

Parcel 8

26-32-06-000000-034060

BEG 180.90 FT E OF NW COR OF SW1/4 OF NW1/4 RUN E 145.20 FT S 300 FT W 145.20 FT N 300 FT TO POB

Parcel 9

26-32-06-000000-034010

BEG 300 FT S OF NE COR OF W1/2 OF SW1/4 OF NW1/4 RUN W 440 FT S 165 FT SELY TO A PT 380 FT N OF SE COR OF N3/4 OF W1/2 OF SW1/4 OF NW1/4 N TO POB

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 July 17, 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 16th day of June 2026.

LDCPAS 2026-1
Development Area: Rural Development Area
Location: East of Keller Rd., south of US 98 E
Section-06 Township-32 Range-26



PARCEL DETAIL
Note: Not to Scale

Demonstration of Need and Impact Assessment Statement Form

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.

This land use change to A/RR is not sprawl and does not promote, allow or designate development is substantial areas of Polk County. This request is for A/RR which is an allowable use in the Rural Development Area and is an appropriate land use once PM is not needed as stated in the PM policies in the Comprehensive Plan.

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.

A/RR is not an urban land use.

c. Promotes, allows or designates urban development in radial, strip isolated or ribbon patterns generally emanating from existing urban developments.

The A/RR is somewhat isolated. However, the intent of the PM area was to have land uses change to something other than PM when mining was completed, and A/RR is listed as one of those land uses in Policy 2.114-A3 PERMITTED ACTIVITIES.

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.

There are wetlands located on a portion of the subject site. Land Development Code Section 620 Wetland Protection and Section 630 Flood Hazard Management and Floodplain Protection will have to be met by any new development.

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.

This request is for A/RR which is an allowable use in the Rural Development Area and is an appropriate land use once PM is not needed as stated in the PM policies in the Comprehensive Plan.

f. Fails to maximize use of existing public facilities and services.

The request if approved is consistent with the requirements for septic tanks and wells for wastewater and potable water. Therefore, there is not waste of services per the standards in the Comprehensive Plan.

g. Fails to minimize the use of future public facilities and services.

The area of the County that includes the subject site is not in an area where future public facilities or services are planned.

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.

The request if approved is consistent with the requirements for septic tanks and wells for wastewater and potable water. Therefore, there is not waste of services per the standards in the Comprehensive Plan.

i. Fails to provide a clear separation between urban and rural uses.

This request is for A/RR which is an allowable use in the Rural Development Area and is an appropriate land use once PM is not needed as stated in the PM policies in the Comprehensive Plan. The separation between urban and rural uses is not impacted by this request.

j. Discourages or inhibits in-fill development or redevelopment of existing neighborhoods and communities.

This request is for A/RR which is an allowable use in the Rural Development Area and is an appropriate land use once PM is not needed as stated in the PM policies in the Comprehensive Plan.

k. Fails to encourage an attractive and functional mix of land uses.

This request is for A/RR which is an allowable use in the Rural Development Area and is an appropriate land use once PM is not needed as stated in the PM policies in the Comprehensive Plan. The mixing of land use is not an appropriate land use pattern to promote or require in this area of the County.

l. Results in poor accessibility among linked or related land uses.

The project area consists of 9 lots of record, with 3 of the parcels representing vacant residential lots. The subject parcels have access to a County maintained road, Keller Road, driveways would be required to meet the standards of Section 705 of the LDC.

m. Results in the loss of a significant amount of functional open space.

The project area consists of 9 lots of record, with 3 of the parcels representing vacant residential lots. No significant loss of functional open space is anticipated.

Section 910 Impact Assessment Statements

The purpose of an Impact Assessment Statement is to provide information on the effects a proposed development or land use action will have on the existing neighborhood and general area; on the transportation facilities; on the environment and natural resources of the County; on the public facilities for water, sewer, solid waste disposal, fire, police, public education, parks, recreation, and other utilities; and any other aspect with an identified impact of the development and deemed appropriate for concern.

A. ***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;

Policy 2.114-A2 requires this land use change if the subject site was not owned by a mining company or in a mining plan. Staff has found that the subject site was not owned by a mining company.

2. Provide a site plan showing each type of existing and proposed land use;

The project area of 19.47± acres consists of 9 lots of record, of which 6 are improved residential, with the only new development being on the three (3) vacant residential lots (Map H). Any new development would have to meet the standards for the A/RR in the Polk County Land Development Code.

3. Describe any incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses;

There is not active mining occurring to the north, east, south, or west. Therefore, efforts are not needed to minimize differences in uses.

4. Explain how the requested district may influence future development patterns if the proposed change is located in an area presently undeveloped; and

The proposed A/RR is in an area with no current mining to the north, south, east, or west. Therefore, the existing uses of the adjacent properties are considered open space at this time.

5. Describe each of the uses proposed in a Planned Development and identify the following:

The request is a land use change and not a PD.

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; and

d. The total area proposed for each type of use, including open space and recreation.

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;

The project area of 19.47± acres consists of 9 lots of record, of which 6 are improved residential, with the only new development being on the three (3) vacant residential lots The total number of additional trip units anticipated is 24 AADT and 3 PM Peak Hour Trips.

2. Indicate what modifications to the present transportation system will be required as a result of the proposed development;

There are no modifications needed to Keller Road.

3. List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development;

Two sparking spaces are required outside of the garage, for new development.

4. Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads); and

The project area has approximately 1,325 feet of frontage on Keller Road. Any new residential development will be required to meet Section 822 of the LDC.

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.

There are no other modes of transportation in this area of the county. There are no sidewalks or transit routes in the area.

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;

The project area of 19.47± acres consists of 9 lots of record, of which 6 are improved residential, with the only new development being on the three (3) vacant residential lots. The total number of additional lots (3) will potentially generate the need for 1,080 gallons per day potable water and 840 gallons per day wastewater generation.

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;

The property owners will only have access to septic tanks and wells.

3. Indicate the relationship of the proposed sewage system to Polk County's plans and policies for sewage treatment systems;

The property owners will only have access to septic tanks and wells. The project area is not within a utility service area. The location of a septic tank is the responsibility of the Health Department as Polk County does not have any additional requirements of the septic tank location outside of the Green Swamp. The Florida Department of Environmental Protection has the authority for well placement.

4. Identify the service provider; and

5. Indicate the current provider’s capacity and anticipated date of connection.

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:

See answers for sewer supply.

1. Indicate the proposed source of water supply and, the type of treatment;

2. Identify the service provider;

3. Calculate the estimated volume of consumption in gallons per day (GPD); and

4. Indicate the current provider’s capacity and anticipated date of connection.

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 project area represents 9 lots of record that will be changed to A/RR, as lots of record no additional stormwater system will be required. The project area consists of 3 vacant residential lots. Impacts to quality are assumed to be minimal because they are not regulated.

2. Describe the alteration to the site's natural drainage features, including wetland, that would be necessary to develop the project;

Generally sloping from the north, with an elevation of approximately 132 feet, southerly with the southern border elevation approximately 122 feet.

3. Describe the impact of such alterations on the fish and wildlife resources of the site; and

Certainly, any development has impacts on the natural environment. The project area consists of 9 lots of record, with 3 of the parcels representing vacant residential lots. Future development is anticipated to be representative of the existing residential and have minimal impact to the 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.

This is not known at this time.

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;

The project area consists of 9 lots of record, with 3 of the parcels representing vacant residential lots. The expectation is that residents will be fulltime residents at 2.5 persons per household. This is about 8 persons.

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;

Not Applicable

3. Indicate the expected demographic composition of the additional population (age/socio-economic factors); and

There is not expectation of expected demographics as this is not a PD request.

4. Describe the proposed service area and the current population thereof.

This is not in any service area.

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

This question is more suitable to a PD as a specific product is known. This land use change request is consistent with Policy 2.114-A2 that provides if a property designated PM was not owned by a mining company, the future land use after PM can be A/RR or other recreation and institutional land uses. This request is consistent with that policy and in line with the other A/RR in the RDA. There are citizens that like to live in a rural area as demonstrated by the subject's project area. Of the 9 lots included within the application, 6 lots are improved with single-family dwellings, three (3) are vacant.

2. Discuss the demand on the provision for the following services:

a. Parks and Recreation;

The residents in this property may have interest in competitive sports and will have to go to a regional park as other Polk County citizens. Passive recreation can be provided within each property. However, there are other passive recreational opportunities with other natural areas in the County.

b. Educational Facilities (preschool/elementary/middle school/high school);

The project area consists of 9 lots of record, with 3 of the parcels representing vacant residential lots. For the three (3) vacant lots, the generation rates are listed in the table below. For the three (3) vacant single family lots, the generation is 1 elementary student, 1 middle school student, and 1 high school student. The zoned schools are Lewis Anna Woodbury Elementary, Ft Meade Middle/Sr, and Fort Meade Senior High.

	Elementary	Middle	High	Total
Single-Family	0.208	0.087	0.144	0.439
Multifamily	0.195	0.047	0.069	0.311
Mobile Home	0.144	0.048	0.062	0.254

c. Health Care (emergency/hospital);

The nearest hospital is in the City of Bartow. However, medical clinics are expanding.

d Fire Protection;

The nearest fire station per the Polk County GIS data viewer is in Ft Meade at 1235 9th Street NE. Staff will be asking for the most current information from Public Safety to use in the final staff report.

e. Police Protection and Security; and

The property is in the southwest district for the Sherriff's office. Staff will be asking for the most current response times to use in the final staff report.

f. Electrical Power Supply

The electrical supply is estimated to be TECO.

H. ***Maps***

See attached

1. Maps shall be used to give the public agencies a clear graphic illustration and visual understanding of the proposed development and the potential positive and negative impacts resulting from the development.

2. Maps shall be of sufficient type, size, and scale to facilitate complete understanding of the elements of the proposed development. Scales shall be clearly indicated on each map and the dates of preparation and revisions shall be included. The project boundaries shall be overlaid on all maps. The following maps shall accompany all Impact Assessment Statements:

3. Map A: A location map showing the relationship of the development to cities, highways, and natural features;

4. 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;

5. 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;

6. 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;

7. 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 Location Map)**

8. 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

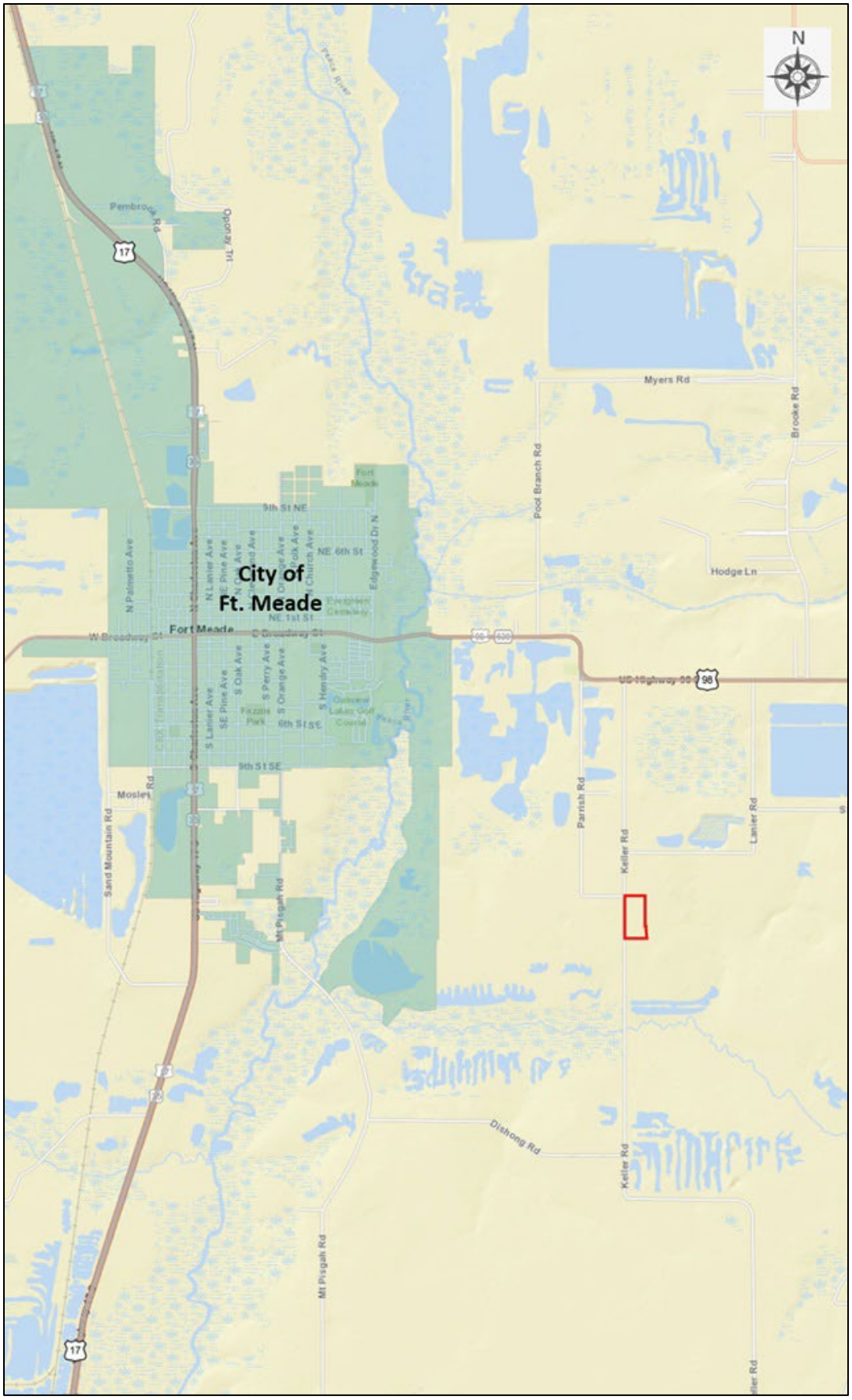
Not Applicable.

9. 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. **See Map B**

Extra Map:

Map H: A Vacant Lot Map identifying the vacant residential lots within the Project Area. These lots represent the land area for future development within the requested Land Use change area.

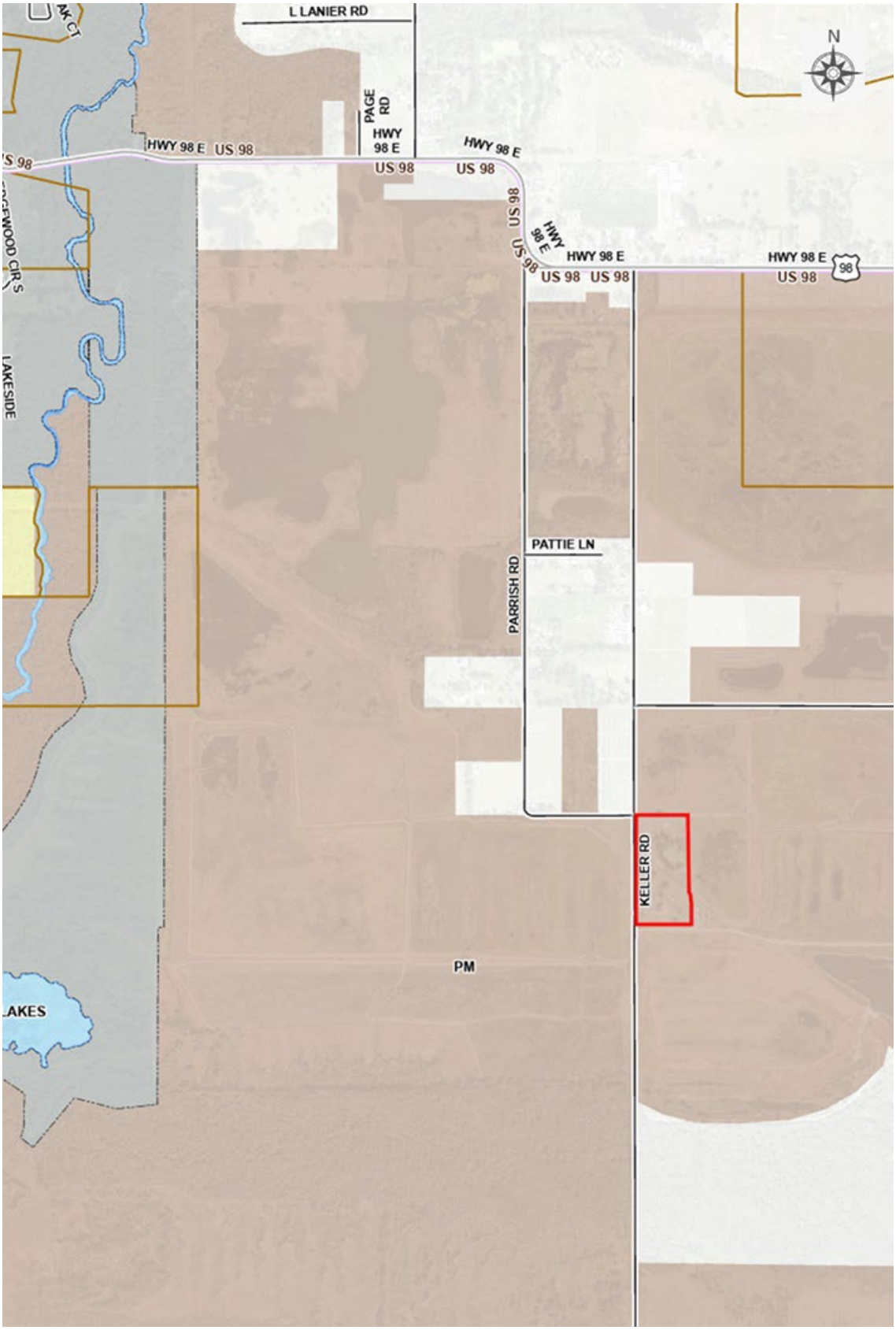
Map A – Location Map



Map B – Topographical Map

N/A

Map C – Current Land Use



Map D – Soils Map

N/A

Map H – Vacant Lot Map

To be provided if needed.

ROBERT L. BOLTON

Phone: (863) 534-6468
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P.O. Box 9005, Drawer 9005
Bartow, Fl 33831

EDUCATION

BS Florida Southern College — May 1989
B.S. Finance

EMPLOYMENT

Planner III, Polk County Land Development	2022 to present
Associate Advisor, SVN | Saunders Ralston Dantzler	2021 to 2023
Commercial Property Appraiser, Polk County Property Appraiser	2015 to 2021
Commercial Property Appraiser, Mancuso Appraisal Services	2007 to 2015
CFO, ProCoat Restoration, Inc.	2002 to 2007
CFO, VisionWorks of Central Florida, Inc.	2000 to 2002
Partner, Royal Homes, Inc., Imperial Homes, Inc., Premier Homes, Inc.	1995 to 2000

COMMITTEE'S AND TEAM'S

Polk County Sidewalk Advisory Committee
Safe Streets and Roads for All (SS4A) Project Team
Citrus Connection's Transit Development Plan (TDP) Major Update Project Review Team

PROFESSIONAL LICENSING

Florida State-Certified General Real Estate Appraiser RZ3440

COMPUTER SKILLS

MS Word, Excel, Power Point, ArcGIS, Accela, Minute Traq, Legistar, ESRI Data Viewers

Polk County

Board of County Commissioners

Agenda Item N.6. 6/16/2026

SUBJECT

Public Hearing (LDCPAS-2025-13 Mt Pisgah Rd PM to A/RR CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use Map designation from Phosphate Mining (PM) to Agricultural/Residential Rural (A/RR) on 2.0± acres.

DESCRIPTION

This is an applicant-initiated request for property located east of Mt. Pisgah Road, south of Oak Drive, north of Berquist Road, west of the Peace River, southeast of the City of Fort Meade, in Section 02, Township 32, Range 25. State law requires one Planning Commission hearing, which was held May 6, 2026, with a recommendation for approval (7:0).

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Robert Bolton

Planner III

Land Development

(863) 534-6468

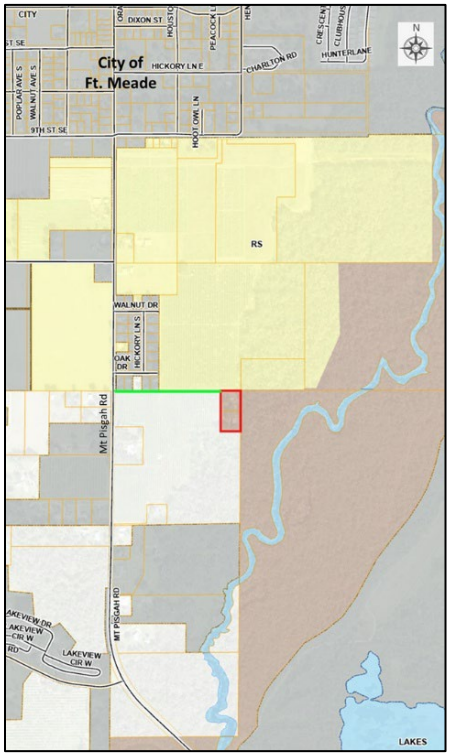
robertbolton@polkfl.gov <mailto:robertbolton@polkfl.gov>

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	**May 15, 2025**
Planning Commission Date:	May 6, 2026
BoCC Dates:	June 16, 2026
Applicant:	Polk County
Level of Review:	Level 4 Review, Comprehensive Plan Map Amendment
Case Number and Name:	LDCPAS-2025-13 Mt. Pisgah Road PM to A/RR CPA
Request:	Small Scale Comprehensive Plan map amendment from Phosphate Mining (PM) to Agricultural/Residential Rural (A/RR) on 2.0± acres in the Rural Development Area (RDA).
Location:	The site is east of Mt. Pisgah Road, south of Oak Drive, north of Berquist Road, west of the Peace River, southeast of the City of Fort Meade, in Section 02, Township 32, Range 25
Property Owner:	Brandon M Outlaw, Cynthia Deniese Yeoman
Parcel Size:	2.0± acres (Parcels: 253202000000033020, 253202000000033050)
Development Area/Overlays:	Rural Development Area (RDA)
Future Land Use:	Phosphate Mining (PM)
Nearest Municipality	Fort Meade
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (7:0)
Case Planner:	Robert Bolton, Planner III



Location



Current Future Land Use

Summary

A County-initiated request for a Comprehensive Plan Map amendment to change the Future Land Use designation from Phosphate Mining (PM) to Agricultural Residential Rural (A/RR). The subject property is located east of Mt. Pisgah Road, and west of the Peace River, south of the City of Fort Meade. The site is 2.0± acres and consists of two (2), one-acre residential sites. The dwellings in the sites were constructed in the late 1960's and early 1970's and are lots of record. The site has not been owned by a mining company, nor been in a mine plan.

This land use change request is consistent with Policy 2.114-A2 that provides if a property designated PM was not owned by a mining company or in a mine plan, the future land use after PM can be A/RR or other recreation and institutional land uses. In addition, this policy allows for the subject site to be developed as if it was already designated A/RR and requiring that the County initiated a Future Land Use designation change to A/RR. This request is consistent with that policy and in line with the other A/RR in the RDA. This request is also part of Board of County Commission request to research, locate and initiate Land Use Changes from Phosphate Mining (PM) to Agricultural/Residential Rural (A/RR) for parcels within the PM that have historically been utilized as residential use with residential dwellings.

Compatibility Summary

Section 2.114 of the Comprehensive Plan lists A/RR as one of the land uses for the conversion of PM lands. The surrounding uses are residential or agricultural in nature and have historically represented the southern unincorporated part of the city of Fort Meade. The phosphate mining in this area was predominantly on the east side of the Peace River. The existing residential use is compatible with the surrounding uses.

Infrastructure Summary

The infrastructure is rural in nature. The site has been developed with residential dwellings for several decades. The phosphate mining that was done in the area was on the east side of the Peace River. The site has good access to public services with water and wastewater to be serviced by private well and septic system. The City of Fort Meade appears to have extended water to the north of the site, there is an existing fire hydrant at the end of Oak Drive, just north of the site.

Environmental Summary

There are no surface waters, wetlands or floodplains on site. The soils map indicates some moderate limitations for the use of septic within the subject area; however, the site's two (2) lots are developed with residential dwellings and no further development is available.

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

- Policy 2.102(A1-A15): Growth Management Policies
- Policy 2.102-A10 Location Criteria
- Section 2.114 Phosphate Mining
- Policy 2.114-A4: Future Development of PM Land

Findings of Fact

Request and Legal Status

- This is a County-initiated request for a Comprehensive Plan Map amendment to change the Future Land Use designation from Phosphate Mining (PM) to Agricultural Residential Rural (A/RR) on 2.0 +/- acres.

- The County is initiating this request is consistent with Comprehensive Plan Policy 2.114-A2 which states that if property in the PM district that was not under a conceptual mining plan and owned by a phosphate mining company "may be developed residentially but the County must initiate a Comprehensive Plan amendment soon after to recognize the new land use."

- This request is also part of Board of County Commission request to research, locate and initiate Land Use Changes from Phosphate Mining (PM) to Agricultural/Residential Rural (A/RR) for parcels within the PM that have historically been utilized as residential use with residential dwellings.

- The subject site has historically been residential and never mined.

- The two (2) parcels are the same as existed in the adoption of the Comprehensive Plan in 1991.

- Even though the parcels are less than five (5) acres, they are vested lots of record.

- The subject properties were not owned by a mining company or part of a mine plan at the time of the adoption of the Comprehensive Plan.

Compatibility

- There are two (2) lots in the subject site area each are improved with residential dwelling.

- Staff is coordinating with the Phosphate Review Group to obtain any comments per *Policy 2.114-A4,* any comments received may result in update(s) to this Staff Report.

- The existing residential dwellings were constructed in the late 1960's and early 1970's.

- Fort Meade has been annexing south of the historic southern boundary of the city, 9th Street SE with city limits to the north, south and west..

- The existing uses surrounding the site are
    - North – RS – Vacant, Citrus Grove and Peace River Flood Plain
    - West – A/RR – Vacant, Citrus Grove
    - East – PM – Vacant, Peace River Flood Plain
    - South – A/RR – Vacant, Peace River Flood Plain

Infrastructure

- The subject parcels have access to Mt. Pisgah Road via a parcel, owned by one of the subject property owners, as an access via easement. This parcel has a Future Land Use designation of A/RR and is not part of the request.

- The site has no access to centralized potable water or wastewater services. The nearest water line is along the east side of Mt Pisgah Road, north of the site at Cox Road and is owned by the City of Ft. Meade.

- The subject property is zoned for Lewis Anna Woodbury Elementary School, Ft Meade Middle/Sr Middle School, and Ft. Meade Senior High School.

- The Sheriff's Regional Command that serves the area is the Polk County Sheriff's Southeast Command Center at 4011 Sgt. Mary Campbell Way in Lake Wales approximately 32 miles to the northeast.

- Fire rescue response from Polk County Fire Rescue Station #10 at 1235 9th St NE N, Fort Meade. It is approximately 2.9 miles driving distance.

- There are no sidewalks along Mt. Pisgah Road.

- The nearest transit route is Route 25 that stops at 9th Street SE and Mt. Pisgah Road in Ft. Meade, approximately ½ mile north.

- The nearest neighborhood park is the Fort Meade Park. The closest County Regional Park is Loyce Harpe Park. The Bone Valley ATV Park is about eleven (11) miles away.

Environmental

- There are no surface waters on site.

- The subject site does contain wetlands and floodplains.

- The subject site has Adamsville Fine Sand (60%), and Holopaw Fine Sand (40%).

- The site is located within the Potential Network Connections area of the Polk Green District Comprehensive Plan Map Series.

- Approximately one mile southeast of the site has over 500 acres in a Conservation Easement.

- The subject property is not located within a one-mile radius of a protected plant or animal species sighting since 2006 (Source: Florida Natural Areas Inventory 2002, 2006, 2011, & 2015).

- There are no known archeological or historical resources on the subject site per data from the Florida State Historical Commission.

- There are residential use wells on the subject site and it is not located in a wellfield.

- The site is not within an Airport Impact District.

Comprehensive Plan Policies

- POLICY 2.102-A1 Development Location states that Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.

- POLICY 2.102-A2 Compatibility states that land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.

- POLICY 2.102-A3 Distribution states that development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available.

- POLICY 2.102-A4 Timing states that development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.

- POLICY 2.102-A10 Location Criteria states the following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area:
  a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided;
  b. nearness to agriculture-production areas;
  c. distance from populated areas;
  d. economic issues, such as minimum population support and market-area radius (where applicable);
  e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to:
     1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways;
     2. sanitary sewer and potable water service;
     3. storm-water management;
     4. solid waste collection and disposal;
     5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment;
     6. emergency medical service (EMS) provisions; and
     7. other public safety features such as law enforcement;
     8. schools and other educational facilities
     9. parks, open spaces, civic areas and other community facilities
  f. environmental factors, including, but not limited to:
     1. environmental sensitivity of the property and adjacent property;
     2. surface water features, including drainage patterns, basin characteristics, and flood hazards;
     3. wetlands and primary aquifer recharge areas;
     4. soil characteristics;
     5. location of potable water supplies, private wells, public well fields; and
     6. climatic conditions, including prevailing winds, when applicable.

- POLICY 2.114-A4: FUTURE DEVELOPMENT OF PM LAND - Polk County shall promote the redevelopment of PM lands by encouraging master planned developments incorporating land uses permitted within Rural Development Areas. Applications for land use amendments will be reviewed by the "Phosphate Mining Review Group." The applicant will be required to submit appropriate data and analysis as required by the amendment process, a copy of the reclamation plan including the subject site(s), and narrative establishing how the proposed land use(s) follows or conforms to the reclamation plan. The proposal shall demonstrate consistency with the goals, objectives, and policies of the Plan, including, county-wide land use needs, compatibility with adjacent uses, and protection of existing natural resources.

  The "Phosphate Mining Review Group" will be composed of a representative from each of the following agencies:

  Department of Environmental Protection, Bureau of Mine Reclamation

  Central Florida Regional Planning Council

  Phosphate Mining Industry

Florida Institute of Phosphate Mining Research

Florida Fish and Wildlife Conservation Commission

Polk County Planning

Polk County Natural Resources

Polk County Cooperative Extension Services, Soils Conservation

- These applications for land use amendments shall be reviewed by the Group prior to application being accepted by the County.

- According to POLICY 2.108-A1 of the Comprehensive Plan, the subject property is in a Rural Development Area (RDA). The RDA "is characterized by large open areas, agricultural use, with scattered development and rural centers. Services are limited and mostly found in the rural centers and clustered developments."

- The subject property is in a Phosphate Mining (PM) Future Land Use Map district. The Comprehensive Plan permits only Phosphate mining and allied industries, land reclamation, agriculture, and Farmworker housing.

- Policy 2.114-A2 of the Comprehensive Plan states that if property in the PM district that was not under a conceptual mining plan and owned by a phosphate mining company "may be developed residentially but the County must initiate a Comprehensive Plan amendment soon after to recognize the new land use."

- For PM lands affected by Policy 2.114-A2, a change to the Agricultural/Residential Rural (A/RR) district is the default category.

- Per Table 2.2 of the Land Development Code (LDC), the minimum residential lot size in an A/RR district is five (5) acres. Single-family residences are a permitted use in A/RR.

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 2025-13.**

Planning Commission Recommendation: On May 15, 2025, in an advertised public hearing, the Planning Commission voted 7:0 to **recommend APPROVAL of LDCPAS 202-13.**

NOTE: *This staff report was prepared without the benefit of testimony and evidence submitted by the public and other interested parties at a public hearing.*

NOTE: *All written comments made in the application and subsequent submissions of information made during the application review process, which are on file with the Land Development Division, shall be considered to be binding upon the applicant, provided such comments are not at variance with the Comprehensive Plan, LDC or other development regulations in effect at the time of development.*

NOTE: *Issuance of a development permit by the county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law*.

Analysis

This section of the staff report includes data on the surrounding uses, infrastructure conditions, environmental conditions, and related Comprehensive Plan policies and Land Development Code regulations.

Surrounding Uses

Table 1 identifies the Future Land Use (FLU) designations and the existing uses surrounding the subject site that are immediately adjacent. The past several decades the subject site has been developed with two (2) residential dwellings. It access Mt. Pisgah Road via an access via easement, owned by one of the subject property owners. Adjacent to the north west and south have historically been citrus groves. To the east is the Peace Rive and its flood plain.

Table 1

Northwest: RS – Vacant Citrus Grove	**North:** RS – Vacant Citrus Grove and Peace River Flood Plain	**Northeast:** RS – Vacant Peace River Flood Plain
West: A/RR – Vacant Citrus Grove	**Subject Property:** PM 2.0± acres; Improved Residential	**East:** PM – Vacant Peace River Flood Plain
Southwest: A/RR – Vacant Citrus Grove	**South:** A/RR – Vacant Peace River Flood Plain	**Southeast:** PM – Vacant Peace River Flood Plain
Source: Polk County Geographical Information System and site visit by County staff		

The infrastructure is limited due to the rural nature of the area. For the past several decades the subject site has been developed with two (2) residential dwellings. The site being located on the west side of the Peace River has historically been a part of the southern Fort Meade unincorporated area which included residential use as well as agricultural and citrus crops. The existing use as residential is compatible with the surrounding uses.

Compatibility with the Surrounding Uses

According to *Policy 2.102-A2* of Polk County's Comprehensive Plan, "land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and

scale of the more intense use; and c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development." The "development criteria" and the "density and dimensional regulations" of a land use district are often the measuring tools used by staff to determine compatibility and the appropriateness of locating differentiating uses. Compatibility is defined in the Comprehensive Plan as "a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

A. Land Uses

Section 2.114 of the Comprehensive Plan, lists A/RR as one of the land uses for the conversion of PM lands. The lands easy of the Peace River were mined for phosphate. The land to the west of the Peace River has historically been City of Fort Meade, residential or citrus groves. The existing residential and citrus nature are compatible with the existing residential development of the subject lots of record.

B. Infrastructure

The infrastructure is limited due to the rural nature of the area. The site has historically been developed with two (2) residential dwellings. Any new development would consist of redevelopment of the existing residential development. The site is currently developed not adding any additional impacts to roads and public safety services.

Nearest Elementary, Middle, and High School

The schools zoned for the subject property are the zoned schools listed in Table 2 below. The site is currently developed with two residential dwellings, no additional impacts too the Polk County Scholl system are anticipated..

Table 2 School Information

Name of School	**Annual Estimated Demand**	**% Capacity 2024-2025 School Year**	**Average driving distance from subject site**
Lewis Anna Woodbury Elementary School	1 student	87%	1.4 ± miles driving distance
Ft Meade Middle/Sr Middle School	1 student	70%	2.6 ± miles driving distance
Ft Meade Senior High School	1 student	57%	2.6 ± miles driving distance

Source: Polk County School Board, Polk County Impact Fee Ordinance, GIS

Nearest Sheriff, Fire, and EMS Station

Table 3 below displays that the nearest Sheriff District office and Fire/EMS stations. Sheriff response times are not as much a function of the distance to the nearest sheriff's substation, but more a function of the overall number of patrol officers within the County.

Table 3 Public Safety Information

	Name of Station	**Distance Response Time***
Sheriff	Southe**ast** Command Center (4011 Sgt. Mary Campbell Way in Lake Wales)	32.4 +/- miles Priority 1 – 10:04 Priority 2 – 30:54
Fire/ EMS	**Station #10** (1235 9th St NE N, Fort Meade, Ft. Meade)	2.9 +/- miles 9-11 minutes

Source: Polk County Sheriff's Office & Polk County Fire Rescue. Response times for April 2026.

Water and Wastewater

The subject site is in the RDA and is not within any utility service area. Water and sewer lines are not near the subject site. The nearest water line is along the east side of Mt Pisgah Road, north of the site at Cox Road and is owned by the City of Ft. Meade. Potable water is provided by a well, and an onsite septic treatment system will be utilized to handle wastewater for each individual lot.

A. Estimated Demand

Table 4, following this paragraph, shows the Average Annual Daily Trip (AADT) rate and the PM Peak hour trip rate being less for the proposed request. However, it is not automatic and not even common that the alternative use for PM is industrial. In fact, most of the land use changes from PM are to A/RR. The changes to IND have been along railroad lines. The subject site is not along a railroad and historically been utilized for residential dwelling. However, IND uses tend to be more impactive in terms of noise, vibrations, and odors. So, the traffic analysis below is based on PM having industrial uses. It is noted that there is not potable water or sewer service to the subject site, water and sewer is/would be provided by well and septic systems

Table 4 Estimated Water and Sewer Impact Analysis

Permitted Intensity **2.0 +/- acres** **87,120 sq ft** **@0.75 FAR = 65,340**	**Current PM**	**Maximum Permitted in A/RRX**
	65,340 sf	2 units
Potable Water Consumption	65,340 * 0.24 = **15,682 GPD**	2 X 250 = 50**0 GPD**
Wastewater Generation	15,682 * 80% Water **= 12,546 GPD**	2 X 200 = **400 GPD**

Source: Concurrency Manual: PM@ IND rates @ 0.24 per sq ft and 80% for wastewater, single family @ 250 GPD Potable water and 200 Wastewater.

B. Service Provider

The subject site is not within any utility serve areas. The two (2) parcels are currently improved with single-family dwellings, which use well and septic to provide for these utility needs. Both lots are developed, only redevelopment with single-family residential will occur.

C. Available Capacity

The subject site is not within any utility serve areas. Therefore, all development on the subject site will require wells and septic tanks. The capacity of these systems will be based on the parameters of the permitting agency.

D. Planned Improvements

There are no utility improvements near the subject site.

Roadways/Transportation Network

A. Estimated Demand

The subject parcels have access to Mt. Pisgah Road via a parcel, owned by one of the subject property owners, as an access via easement. This parcel has a Future Land Use designation of A/RR and is not part of the request. Table 5, following this paragraph, shows the Average Annual Daily Trip (AADT) rate and the PM Peak hour trip rate being less for the proposed request. However, it is not automatic and not even common that the alternative use for PM is industrial. In fact, most of the land use changes from PM are to A/RR. The changes to IND have been along railroad lines. The subject site is not along a railroad and historically been utilized for residential dwelling. However, IND uses tend to be more impactive in terms of noise, vibrations, and odors. So, the traffic analysis below is based on PM having industrial uses.

The table below analyses the subject site as if vacant; however, the two (2) parcels are currently improved with single-family dwellings, which use well and septic to provide for these utility needs.. The analysis of the site with the two (2) lots currently developed with residential indicates 16 AADT and 2 Peak Hour, verses the assumed PM developed intensity, indicating 236 ADDT and 41 Peak Hour.

Table 5 Estimated Transportation Impact Analysis

Permitted Intensity Permitted Intensity 2.0 +/- acres 87,120 sq ft @0.75 FAR = 65,340	**Current PM**	**Maximum Permitted in A/RRX**
	65,120 / 1,000 = 65 sf	2 units
Average Annual Daily Trips (AADT)	65 * 3.93 * 92% new trips = **236 AADT**	2 X 7.81 AADT = **16 AADT**
PM Peak Hour Trip	65 * 0.67 * 92% new trips = **41 AADT**	2 X 1 = **2 PM Peak Hour**

Source: Concurrency Manual and Table for Minor Traffic Study –PM @ IND rates ITE Code 140 @ 3.93 AADT per 1,000 square feet and 0.67 PM Peak Hour Trip per 1,000 square feet and 92% new trips, single family @ one house per five acres – 7.81 AADT per unit and 1 PM Peak Hour per unit 100% new trips

B. Available Capacity

The subject site only has direct access to Mt. Pisgah Road, which is not monitored by the Polk Transportation Planning Organization (TPO). Mt. Pisgah Road is a Rural Minor Collector. The nearest monitored road, US 17 is approximately ¾ mile north and west at the end of Oak Drive. US 27 extends south out of Polk County to Punta Gorda and north through Bartow, Orlando, and Jacksonville before entering Georgia. The current Level of Service (LOS) through this part of the road is "C". The minimum LOS on this portion of US 27 is "D". The existing residential development will not have any significant impact on the roadway capacity.

Table 6

Link #	Road Name	Current LOS	Available Capacity	Minimum LOS Standard	Projected Five Year LOS
5003N	US 17/98	C	741	D	C
5003S	US 17 @ US 98 to CR 640	C	784	D	C
5001N	US 17	C	1,119	D	C
5001S	Hardee County Line to 9th Street SE	C	1,153	D	C

Source: Polk Transportation Planning Organization, Roadway network Database April 2026

C. Roadway Conditions

Mt. Pisgah Road and County Line Road (Hardee/Highlands) are two-lane undivided Rural Minor Collector Road that has a PCI condition rating of Very Good.

D. Sidewalk Network

Mt. Pisgah Road does not have any sidewalks. The subject site is in the Rural Development Area (RDA) which does not require sidewalks within the right of way on a public road.

E. Planned Improvements:

There are currently no planned improvements along any of the traffic links.

F. Mass Transit

The nearest transit route is Route 25 that stops at 9th Street SE and Mt. Pisgah Road. This stop is approximately ½ mile north of the site.

Park Facilities:

The following analysis is based on public recreation facilities. The nearest neighborhood park is the Bradley Junction Park. The Bone Valley ATV Park is about eleven (11) miles away.

A. Location:

Fort Meade Park is located in the northeast part of Fort Meade. Its current hours of operations are from 5 a.m. to 10 p.m. The park's amenities include baseball Fields, basketball Court(s), picnic tables, playground, and softball facilities.

Bone Valley ATV Park is on the south side of County Road 630 and east of State Road 37. It is a 200-acre tract of land with 15 trails, hill climbs and free riding areas. Below are the hours and fees for the park, along with important safety and registration information. The address is 10427 County Road 630 W. in Mulberry.

B. Environmental Lands:

There are no County owned Environmental Lands in this part of the County.

C. Planned Improvements:

There are no further recreation improvements scheduled for this area of the County at this time.

Environmental Conditions

The subject site has historically been a residential area with two (2) lots of record. The area does not have access to municipal water and sewer, historically relying on well and septic for water and sewer. There are no vacant lots and any new development would consist of redevelopment of the older residential dwellings.

A. Surface Water:

The highest point is 102 feet above sea level; the lowest is below 87 feet MSL. The site drains to the southeast into a flood plain system and drain that takes surface waters to the Peace River.

B. Wetlands/Floodplains:

The subject site has no indicated wetlands or floodplains.

C. Soils:

The subject site is comprised of a mix of soil types as listed in Table 8 following this paragraph. According to the soil survey of Polk County, the soil types range from Moderate to Severe. The site is currently developed with single-family residential.

Table 8

Soil Name	**Septic Tank Absorption Field Limitations**	**Limitations to Dwellings w/o Basements**	**% of Site** *(approximate)*
Adamsville fine sand, 0 to 1% slope	Severe: wetness	Moderate: wetness	60%
Holopaw Fine sand, 0 to 1% slope	Severe: ponding	Severe: ponding	40%

Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service

D. Protected Species:

The subject property is not located within a one-mile radius of a protected plant or animal species sighting since 2006 (Source: Florida Natural Areas Inventory 2002, 2006, 2011, & 2015).

E: Polk Green Districts and Conservation Easements:

The site is located within the Potential Network Connections area of the Polk Green District Comprehensive Plan Map Series. Approximately one mile southeast of the site has over 500 acres in a Conservation Easement as recorded in OR Book 10740, Page 2012.

F. Archeological and Historical Resources:

According to the Florida Department of State, Division of Historical Resources, there are no archeological or historical resources listed in the Florida Master Site File for the site.

G. Wells (Public/Private)

The subject site is not located on a wellfield. The nearest Wellfield is about 1.5 miles northwest, in Fort Meade. The current improved subject parcels as well as other improved properties use wells for their water source.

H. Airports:

The site is not within any Airport Height Notification or In-Flight Visual Interference Zones.

Economic Factors:

The subject site is only 2.0± acres. Most phosphate mines are thousands of acres. The site has historically been residential with The two residential dwellings being constructed in the 1960's and 1970's. This change in land use will provide for a conforming use on the subject site.

Consistency with the Comprehensive Plan

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

Table 8 Comprehensive Plan and Land Development Code

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.102-A2: COMPATIBILITY - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b.	The neighboring Future Land Use Map designations are RS to the north, and A/RR to the west and south, PM is west of the site. The Peace River is west of the site and the historic phosphate mining occurred east of the Peace River. The western side of the Peace River has and is agricultural or residential in use.

Comprehensive Plan Policy	Consistency Analysis
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-A1: DEVELOPMENT LOCATION – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing Communities.	The proposed low-density use is consistent with services available in the Rural Development Area (RDA).
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.	
POLICY 2.102-A10: LOCATION CRITERIA - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area: a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided, b. nearness to agriculture-production areas; c. distance from populated areas; d. economic issues, such as minimum population support and market-area radius (where applicable);e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to: 1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways; 2.sanitary sewer and potable water service; 3. storm-water management; 4. solid waste collection and disposal; 5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment; 6. emergency medical service (EMS) provisions; and 7. other public safety features such as law enforcement; 8. schools and other educational facilities 9. parks, open spaces, civic areas and other community facilities, f. environmental factors, including, but not limited to: 1. environmental sensitivity of the property and adjacent property; 2. surface water features, including drainage patterns, basin characteristics, and flood hazards; 3. wetlands and primary aquifer recharge areas; 4. soil characteristics; 5. location of potable water supplies, private wells, public well fields; and 6.	One home per five acres does not need many services at all other than the potential need for public safety services and access for visitors. The subject site consists of two (2) one-acre lots of record. The lots are both improved with residential dwellings originally constructed in the 1960's and 1970's. Homeowners within the subject area have not had access to urban services and have not requested any increased level of urban services. A/RR is the main residential and agricultural designation in the RDA. Therefore, this request is consistent with these policies.

Comprehensive Plan Policy	Consistency Analysis
climatic conditions, including prevailing winds, when applicable.	
Property not meeting the criteria under Policy 2.114-A2 (Designation and Mapping of Phosphate Mining Land) but designated as Phosphate Mining on the Polk County Future Land Use Map Series, may be developed residentially but the County must initiate a Comprehensive Plan amendment soon after to recognize the new land use. Agricultural/Residential-Rural (A/RR) development criteria specified under Section 2.121-A with the exception of Policy 2.121-A2.E.2 (Rural Mixed Use Developments) will be used; and, the applicant must show documentation proving the property was not owned by a phosphate mining company prior to May 1, 1991, the Plan's adoption date. Property purchased from a phosphate company after this date will not be considered an error.	
POLICY 2.114-A3: PERMITTED ACTIVITIES - The following activities shall be permitted within the Phosphate Mining land use category as mapped pursuant to Policy 2.114-A2: a. Phosphate mining and allied industries; b. Land reclamation; c. Agriculture and Farmworker housing under specific design parameters listed in the Land Development Code not to exceed an intensity of sixteen (16) workers per acre; d. Other land uses with conditional approval which are compatible and related with the extraction and processing of phosphate; and e. Subject to the adoption of a Comprehensive Plan amendment, any activities permitted within the following land use designations, which are appropriate for the redevelopment of lands formally utilized for phosphate mining operations and which demonstrate compliance with the Comprehensive Plan criteria for each use: 1. Preservation. 2. Recreation and Open Space. 3. Leisure/Recreation. 4. Institutional. 5. Rural Cluster Centers. 6. Tourism Commercial Centers. 7. Business Park Centers. 8. Industrial. 9. Rural Mixed-Use Developments. 10. New Communities. 11. Agricultural/Residential Rural only.	A mining company has not owned the subject site and was not part of a Mine Plan. This request is part of a Board of County Commission's request to locate residential use properties that have historically been residential use with residential dwellings and provide residential entitlements to these areas.

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.114-A4: FUTURE DEVELOPMENT OF PM LAND - Polk County shall promote the redevelopment of PM lands by encouraging master planned developments incorporating land uses permitted within Rural Development Areas. Applications for land use amendments will be reviewed by the "Phosphate Mining Review Group." The applicant will be required to submit appropriate data and analysis as required by the amendment process, a copy of the reclamation plan including the subject site(s), and narrative establishing how the proposed land use(s) follows or conforms to the reclamation plan. The proposal shall demonstrate consistency with the goals, objectives, and policies of the Plan, including, county-wide land use needs, compatibility with adjacent uses, and protection of existing natural resources. The "Phosphate Mining Review Group" will be composed of a representative from each of the following agencies: Department of Environmental Protection, Bureau of Mine Reclamation Central Florida Regional Planning Council Phosphate Mining Industry Florida Institute of Phosphate Mining Research Florida Fish and Wildlife Conservation Commission Polk County Planning Polk County Natural Resources Polk County Cooperative Extension Services, Soils Conservation These applications for land use amendments shall be reviewed by the Group prior to application being accepted by the County.	Staff is coordinating with the Phosphate Review Group to obtain any comments.

Urban Sprawl Analysis

After analyzing the primary indicators of Urban Sprawl per *Policy 2.109-A10* of the Polk County Comprehensive Plan, it is apparent that the proposed request is not considered urban sprawl based on these criteria and it is permitted in the designated area. Table 9 (below) depicts the Urban Sprawl Criteria used by staff as indicators of Urban Sprawl.

Table 9 Urban Sprawl Criteria

Urban Sprawl Criteria: The following criteria are the primary indicators of urban sprawl per Florida Statutes	
Urban Sprawl Criteria	**Sections where referenced in this report**
a. *Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.*	Summary of analysis
b. *Allows a significant amount of urban development to occur in rural areas.*	Summary of analysis
c. *Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.*	Summary of analysis, surrounding Development, compatibility
d. *Fails to adequately protect and conserve natural resources and other significant natural systems.*	Summary of analysis, surrounding Development, compatibility
e. *Fails to adequately protect adjacent agricultural areas.*	Compatibility with Surrounding Land Uses
f. *Fails to maximize existing public facilities and services.*	Summary of Analysis, Infrastructure
g. *Fails to minimize the need for future facilities and services.*	Summary of Analysis, Infrastructure
h. *Allows development patterns that will disproportionately increase the cost of providing public facilities and services.*	Summary of Analysis, Infrastructure
i. *Fails to provide a clear separation between urban and rural uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
j. *Discourages infill development or redevelopment of existing neighborhoods.*	Summary of Analysis, Compatibility with Surrounding Land Uses
k. *Fails to encourage an attractive and functional mixture of land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
l. *Will result in poor accessibility among linked or related land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
m. *Results in the loss of a significant amount of open space.*	Summary of Analysis, Compatibility with Surrounding Land Uses

Comments from other agencies

No comments

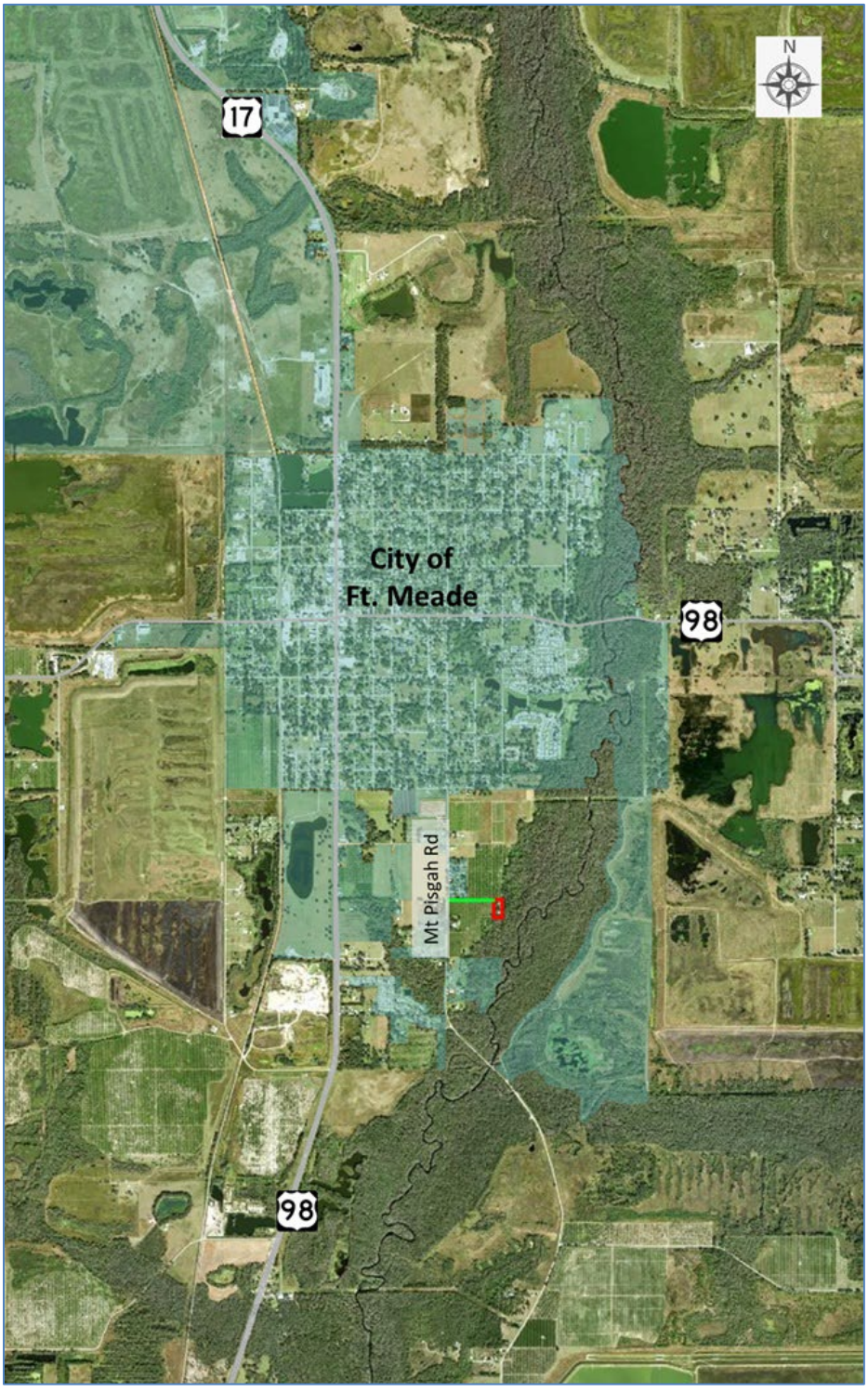
Exhibits

Exhibit 1 Location Map
Exhibit 2 Aerial Map – Context
Exhibit 3 Aerial Map – Close-up
Exhibit 4 Current Future Land Use Map
Exhibit 5 Proposed Future Land Use Map
Exhibit 6 FDEP Phosphate Mine GIS
Exhibit 7 Subject Properties and Ownership
Exhibit 8a&b Permitted and Conditional Uses in PM and A/RR

Applicant's submitted documents and ordinance as separate files



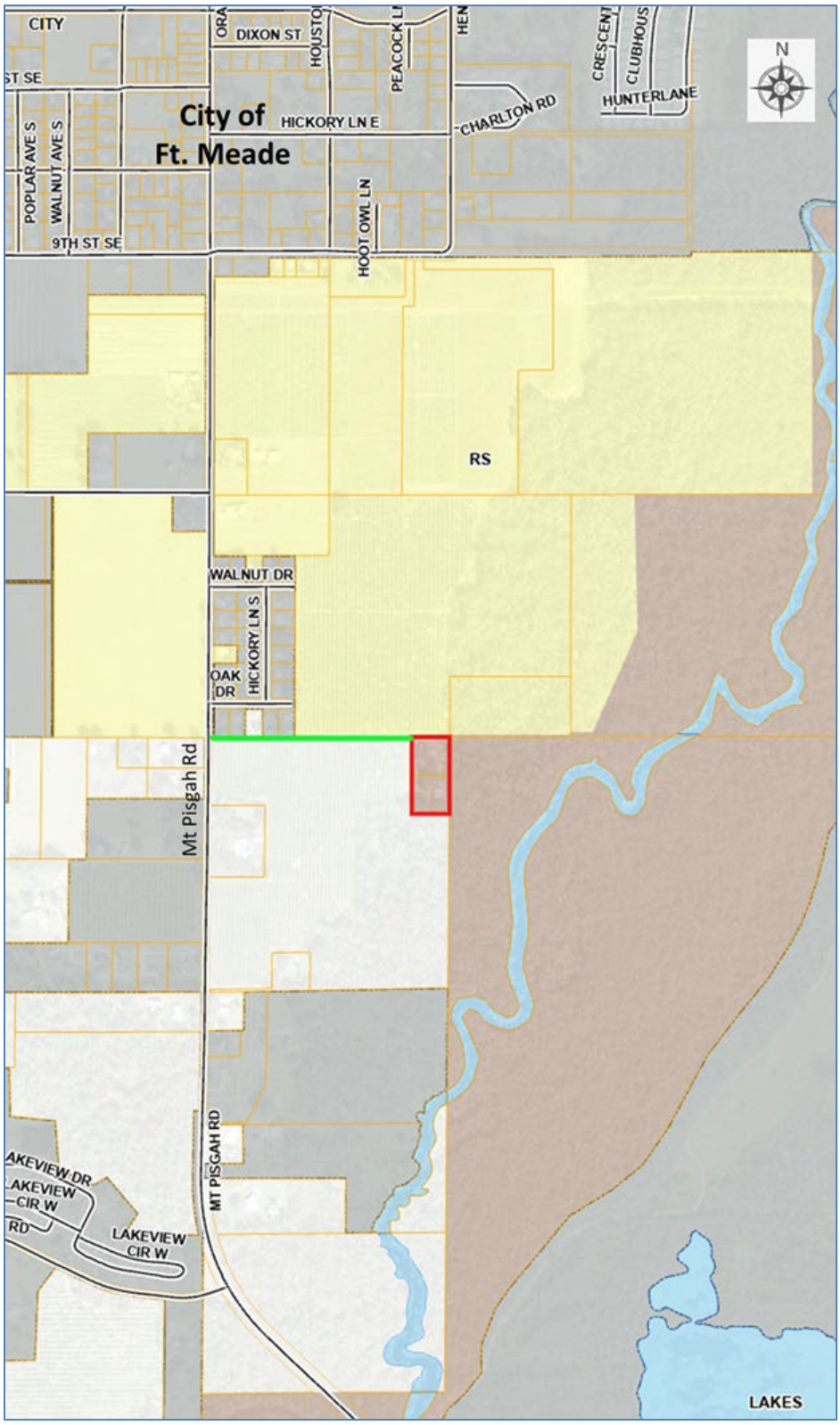
LOCATION MAP



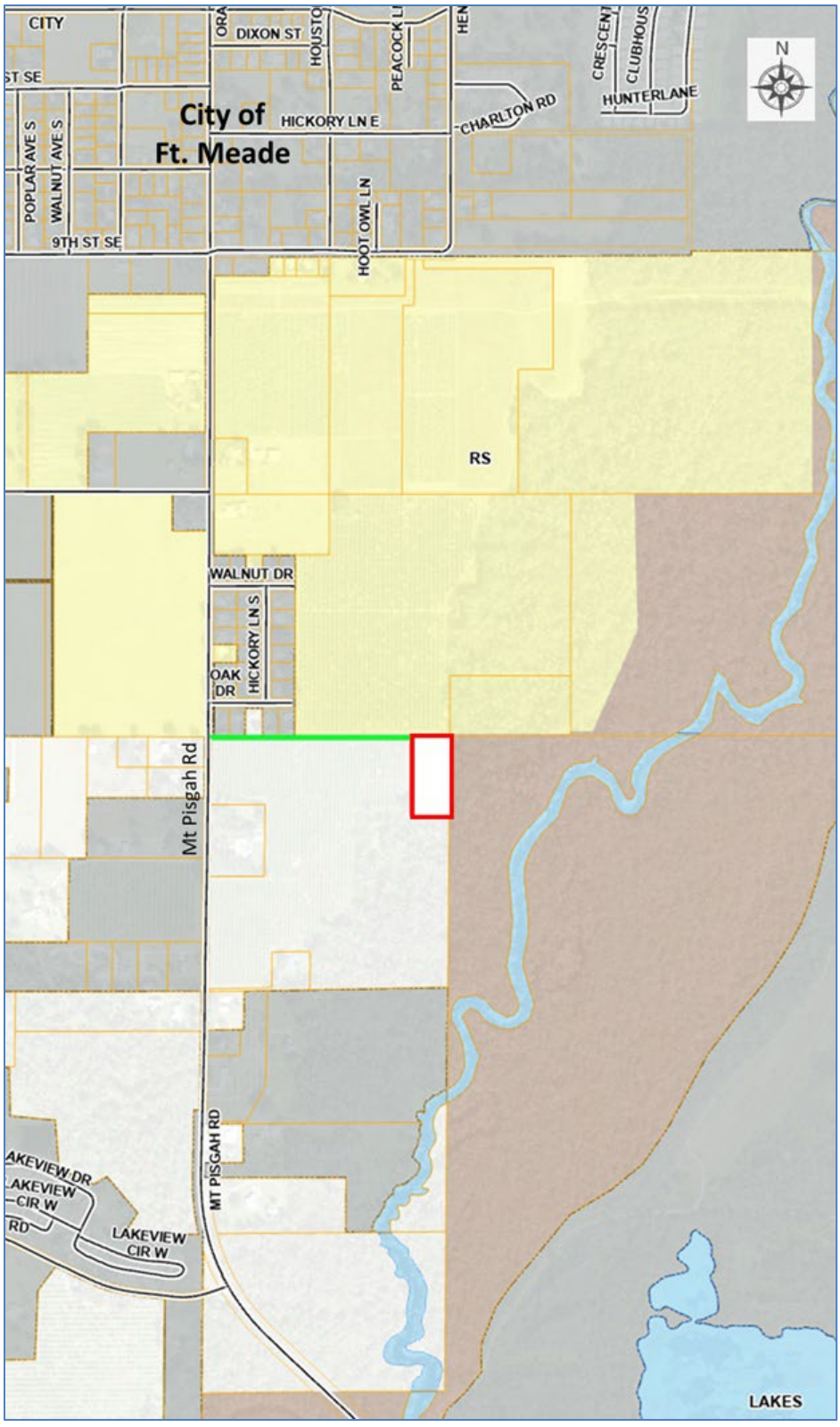
AERIAL MAP CONTEXT



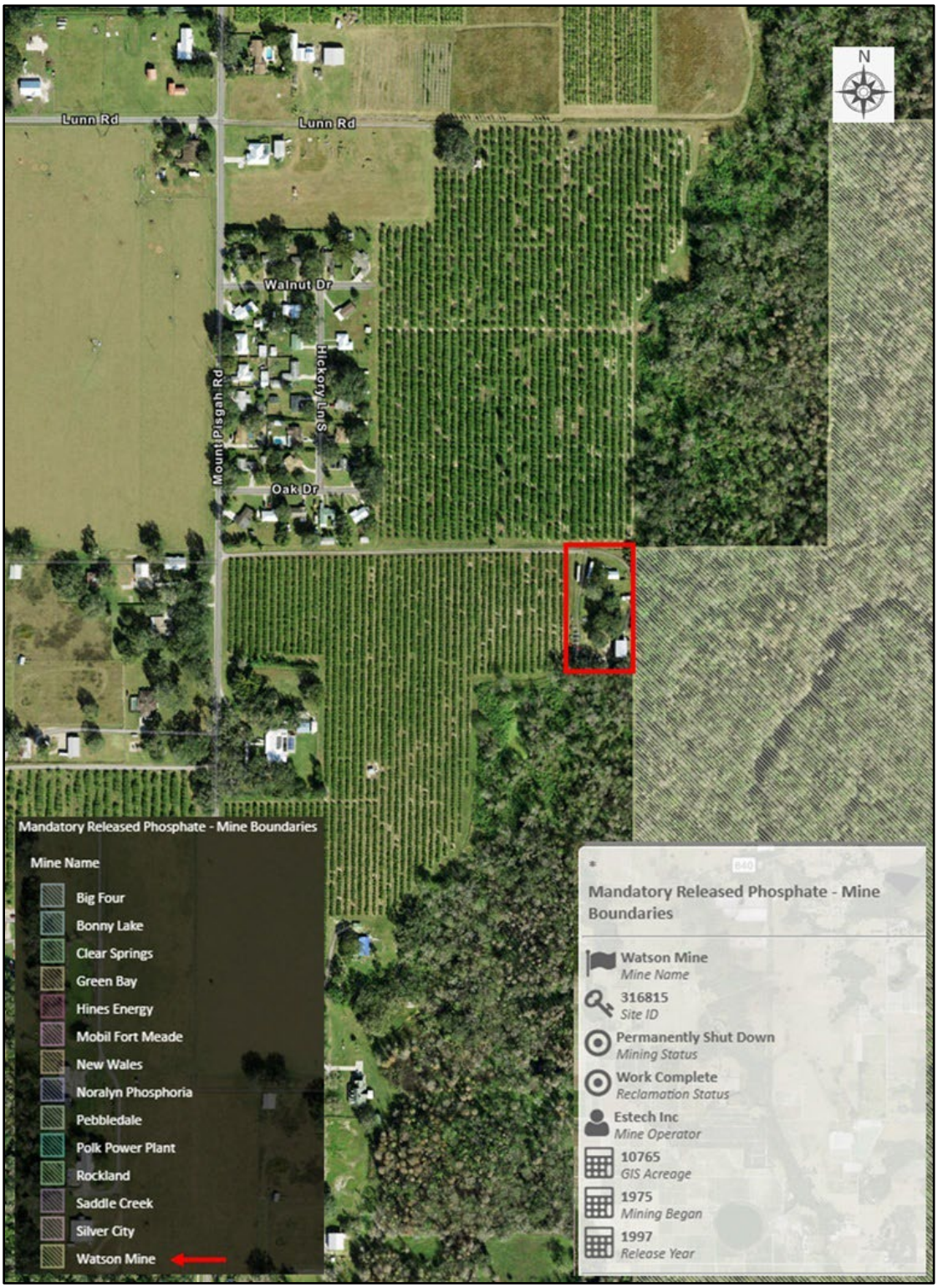
AERIAL MAP – CLOSE UP



CURRENT FUTURE LAND USE MAP



PROPOSED FUTURE LAND USE MAP



FDEP Phosphate Mine GIS

Parcel Number	Current Owner	Size (ac)
25-32-02-000000-033020	OUTLAW BRANDON M	1.0
25-32-02-000000-033050	YEOMAN CYNTHIA DENISE	1.0

SUBJECT PARCELS AND OWNERSHIP

Phosphate Mining (PM)			
Technical Staff Review -Level 1& 2		**Public Hearing (s) Required-Level 3 & 4**	
Residential Uses:	Family Farm; Farm Worker Dormitory, Apartment Style, C2	**Residential Uses:**	Farm Worker Dormitory, Barrack Style, C3
		Mixed Uses:	Planned Development, C3
All Other Uses:	Animal Farm, Intensive, C1 Communication Towers, Guyed and Lattice, C2 Communication Tower, Monopole, C2 Community Center, C2 Convenience Stores, Isolated, C2 Cultural Facility, C2 Farming General, P Heavy Machinery Equipment Sales and Services, P Heliports, C2 Helistops, C2 Kennels, Boarding and Breeding, P Livestock Sale, Auction, P Manufacturing, Explosives/Volatile Material, C2 Manufacturing, General, C2 Manufacturing, Light, C2 Medical marijuana Dispensaries, C2 Motor Freight Terminal, C2 Nurseries and Greenhouses, P Recreation, Passive, C1 Recreation, Low Intensity, C2 Recreation Vehicle Storage, C2 Religious Institution, C2 Research and Development, C2 Riding Academies, C1 School, Technical/Vocational/Trade & Training, C2 Solar Electric-Power Generation Facility, C2 Utilities, Class I, P Utilities, Class II, P Utilities, Class III, C2 Veterinary Service, C2	**All Other Uses:**	Agricultural Support, Off-Site, C3 Airport, C4 Breeding, Boarding, and Rehabilitation Facility, Wild or Exotic, C4 Government Facility, C3 Gypsum Stack, C4 Hazardous Waste Transfer, Storage, C4 Hazardous Waste Treatment Facilities, C4 Lime Stabilization Facility, C3 Mining, Non-Phosphate, C3 Power Plants, Non-Certified, Low, C4 Power Plants, Non-certified, High, C4 Power Plants, Certified, C4 Railroad yard, C3 Recreation High Intensity, C3 School, Leisure/special Interest, C3 School, university/college, C3 Seaplane Base, C3 Water Ski Schools, C3 Vehicle Recovery Service/Agency, C2 Vehicle Repair, Auto Body, P Vehicle Service, mechanical, P Veterinary Service, C2 Warehousing/Distribution, P

Permitted and Conditional Uses in PM

Future Land Use Designation	Technical Staff Review -Level 1 & 2	Public Hearing (s) Required-Level 3 & 4
Agricultural/Residential Rural (A/RR)	**Residential Uses:** Family Farm, C1 Group Home, Small (6 or less residents), C1 Farm Worker Dormitory, Apartment Style, C2 Mobile Homes, Individual, C1 Single-family Detached Home & Subdivision **All Other Uses:** Animal Farm, Intensive Cemetery, C2 Communication Towers, Guyed and Lattice C2 Communication Tower, Monopole, C2 Convenience Stores, Isolated, C2 Emergency Shelter, Small (6 or less residents), C1 Farming General, Golf Course, C1 Heliports, C2 Helistops, C2 Kennels, Boarding and Breeding Livestock Sale, Auction Nurseries and Greenhouses Recreation, Passive, C1 Recreation, Low Intensity, C2 Riding Academies, C1 Solar Electric-Power Generation Facility, C2 Utilities, Cass I Utilities, Cass II, C1 Veterinary Service	**Residential Uses:** Fly-in Community, C3 Group Home, Large (7-14 residents), C3 Group Living Facility (15 or more residents), C3 Farm Worker Dormitory, Barrack Style, C3 Mobile Home Park & subdivision, C3 Rural Residential Development (RRD), C3 **Mixed Uses:** Planned Development, C3 Residentially Based Mixed Development (RBMD), C3 Rural Mixed Development (RMD), C3 **All Other Uses:** Adult Day Care Center (7 or more clients), C3 Agricultural Support, Off-Site, C3 Airport, C4 Bed and Breakfast, C3 Breeding, Boarding, and Rehabilitation Facility Wild or Exotic, C3 Childcare Center, C3 Community Center, C3 Correctional Facility, C4 Cultural Facility, C3 Emergency Shelter, Medium (7-14 residents), C3 Emergency Shelter, Large (15 or more residents), C3 Event Facility, C3 Government Facility, C3 Institutional Campground, C3 Lime Stabilization Facility, C3 Lodges and Retreats, Private, C3 Marinas and Related Facilities,C3 Outdoor Concert Venue, C3 Recreation, High Intensity C3 Recreation, Vehicle Oriented, C3 Religious Institution, C3 Residential Treatment Facility, C4 School, Elementary, C3 School, Leisure/Special Interest C3 School Technical/Vocational/Trade & Training, C3 Seaplane Base, C3 Utilities, Cass III, C3 Water Ski Schools, C4

Permitted and Conditional Uses in A/RR

ORDINANCE NO. 26 -____

AN ORDINANCE OF POLK COUNTY, FLORIDA ADOPTING **LDCPAS-2025-13;** AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN, ORDINANCE 92-36, AS AMENDED, TO CHANGE THE FUTURE LAND USE MAP DESIGNATION ON 2.0+/- ACRES FROM PHOSPHATE MINING (PM) TO AGRICULTURAL/RESIDENTIAL RURAL (A/RR). THE SITE IS LOCATED EAST OF MT. PISGAH ROAD, SOUTH OF 9TH STREET SE, NORTH OF BERQUEST ROAD, WEST OF THE PEASE RIVER, SOUTHEAST OF THE CITY OF FORT MEADE, IN SECTION 02, TOWNSHIP 32, RANGE 25, RANGE 26; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 163.3187, FS, and Comprehensive Plan Section 4.305.B, provides for the approval of Small-Scale Comprehensive Plan Amendments; and

WHEREAS, pursuant to Section 163.3174, FS, the Local Planning Authority (Planning Commission) conducted a public hearing, with due public notice having been provided, on the proposed Plan revisions on May 6, 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 June 16, 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 2.0± acres from Phosphate Mining (PM) to Agricultural/Residential Rural (A/RR) in the Rural Development Area (RDA) on the parcel listed below and graphically depicted on the parcel map in Attachment "A".

Parcel 1

25-32-02-000000-033020

N 208.71 FT OF E 208.71 FT OF NW1/4 OF NW1/4

Parcel 2

25-32-02-000000-033050

S 208.71 FT OF N 417.42 FT OF E 208.71 FT OF NW1/4 OF NW1/4

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 July 17, 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:

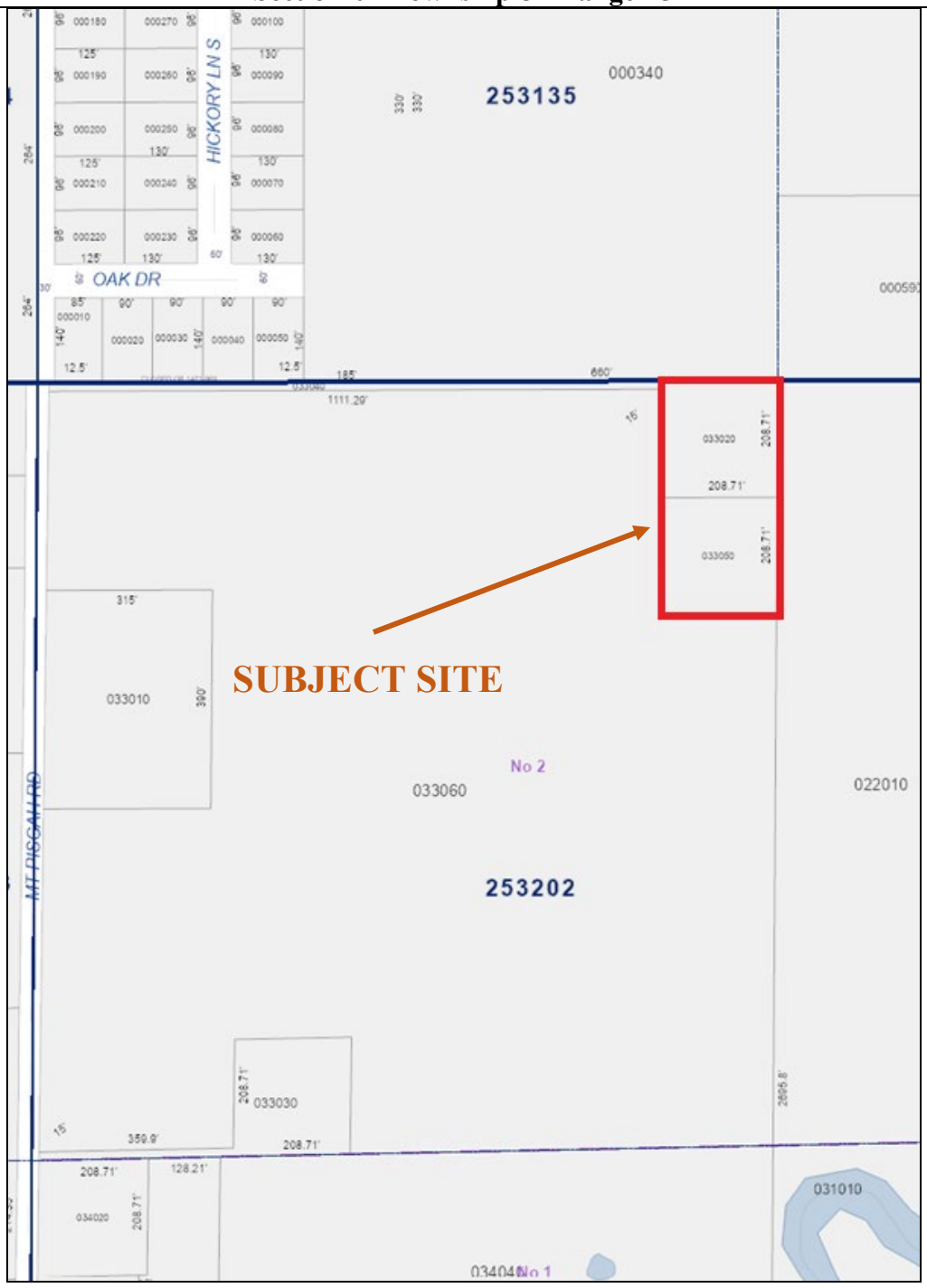
The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the

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 16th day of June 2026.

ATTACHMENT "A"

LDCPAS-2025-13
Development Area: Rural Development Area
Location: East of Mt. Pisgah Rd, west of Peace Ricer, south of F. Meade
Section-02 Township-32 Range-25



PARCEL DETAIL
Note: Not to Scale

Demonstration of Need and Impact Assessment Statement Form

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.

This land use change to A/RR is not sprawl and does not promote, allow or designate development is substantial areas of Polk County. This request is for A/RR which is an allowable use in the Rural Development Area and is an appropriate land use once PM is not needed as stated in the PM policies in the Comprehensive Plan.

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.

A/RR is not an urban land use.

c. Promotes, allows or designates urban development in radial, strip isolated or ribbon patterns generally emanating from existing urban developments.

The A/RR is somewhat isolated. However, the intent of the PM area was to have land uses change to something other than PM when mining was completed, and A/RR is listed as one of those land uses in Policy 2.114-A3 PERMITTED ACTIVITIES.

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.

There are no wetlands, floodplain, and floodway located on the subject site.

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.

This request is for A/RR which is an allowable use in the Rural Development Area and is an appropriate land use once PM is not needed as stated in the PM policies in the Comprehensive Plan.

f. Fails to maximize use of existing public facilities and services.

The request if approved is consistent with the requirements for septic tanks and wells for wastewater and potable water. Therefore, there is not waste of services per the standards in the Comprehensive Plan.

g. Fails to minimize the use of future public facilities and services.

The area of the County that includes the subject site is not in an area where future public facilities or services are planned.

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.

The request if approved is consistent with the requirements for septic tanks and wells for wastewater and potable water. Therefore, there is not waste of services per the standards in the Comprehensive Plan.

i. Fails to provide a clear separation between urban and rural uses.

This request is for A/RR which is an allowable use in the Rural Development Area and is an appropriate land use once PM is not needed as stated in the PM policies in the Comprehensive Plan. The separation between urban and rural uses is not impacted by this request.

j. Discourages or inhibits in-fill development or redevelopment of existing neighborhoods and communities.

This request is for A/RR which is an allowable use in the Rural Development Area and is an appropriate land use once PM is not needed as stated in the PM policies in the Comprehensive Plan.

k. Fails to encourage an attractive and functional mix of land uses.

This request is for A/RR which is an allowable use in the Rural Development Area and is an appropriate land use once PM is not needed as stated in the PM policies in the Comprehensive Plan. The mixing of land use is not an appropriate land use pattern to promote or require in this area of the County.

l. Results in poor accessibility among linked or related land uses.

The project area consists of 2 lots of record, both are improved residential lots. The subject parcels have access to a County maintained road, Mt Pisgah Road, driveways would be required to meet the standards of Section 705 of the LDC.

m. Results in the loss of a significant amount of functional open space.

The project area consists of 2 lots of record, both are improved residential lots. No significant loss of functional open space is anticipated.

Section 910 Impact Assessment Statements

The purpose of an Impact Assessment Statement is to provide information on the effects a proposed development or land use action will have on the existing neighborhood and general area; on the transportation facilities; on the environment and natural resources of the County; on the public facilities for water, sewer, solid waste disposal, fire, police, public education, parks, recreation, and other utilities; and any other aspect with an identified impact of the development and deemed appropriate for concern.

A. *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;

Policy 2.114-A2 requires this land use change if the subject site was not owned by a mining company or in a mining plan. Staff has found that the subject site was not owned by a mining company.

2. Provide a site plan showing each type of existing and proposed land use;

The project area of 2.0± acres consists of 2 lots of record, both are improved residential lots (Map H). Any new development would have to meet the standards for the A/RR in the Polk County Land Development Code.

3. Describe any incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses;

There is not active mining occurring to the north, east, south, or west. Therefore, efforts are not needed to minimize differences in uses.

4. Explain how the requested district may influence future development patterns if the proposed change is located in an area presently undeveloped; and

The proposed A/RR is in an area with no current mining to the north, south, east, or west. Therefore, the existing uses of the adjacent properties are considered open space at this time.

5. Describe each of the uses proposed in a Planned Development and identify the following:

The request is a land use change and not a PD.

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; and

d. The total area proposed for each type of use, including open space and recreation.

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;

The project area of 2.0± acres consists of 2 lots of record, both are improved residential lots. The total number of additional trip units anticipated is 24 AADT and 3 PM Peak Hour Trips.

2. Indicate what modifications to the present transportation system will be required as a result of the proposed development;

There are no modifications needed to Mt Pisgah Road.

3. List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development;

Two sparking spaces are required outside of the garage, for new development.

4. Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads); and

The project area has approximately 15 feet of frontage on Mt Pisgah Road. Any new residential development will be required to meet Section 822 of the LDC.

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.

There are no other modes of transportation in this area of the county. There are no sidewalks or transit routes in the area.

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;

The project area of 2.0± acres consists of 2 lots of record, both are improved residential lots. No new development will be made, no impacts to water or sewer capacity.

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;

The property owners will only have access to septic tanks and wells.

3. Indicate the relationship of the proposed sewage system to Polk County's plans and policies for sewage treatment systems;

The property owners will only have access to septic tanks and wells. The project area is not within a utility service area. The location of a septic tank is the responsibility of the Health Department as Polk County does not have any additional requirements of the septic tank location outside of the Green Swamp. The Florida Department of Environmental Protection has the authority for well placement.

4. Identify the service provider; and

5. Indicate the current provider's capacity and anticipated date of connection.

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:

See answers for sewer supply.

1. Indicate the proposed source of water supply and, the type of treatment;

2. Identify the service provider;

3. Calculate the estimated volume of consumption in gallons per day (GPD); and

4. Indicate the current provider's capacity and anticipated date of connection.

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 project area represents 2 lots of record that will be changed to A/RR, as lots of record no additional stormwater system will be required. The project area consists of no vacant residential lots. Impacts to quality are assumed to be minimal because they are not regulated.

2. Describe the alteration to the sites natural drainage features, including wetland, that would be necessary to develop the project;

The highest point on the overall site is at the northwest corner, at 103 feet, sloping to the southwest corner at 87 feet.

3. Describe the impact of such alterations on the fish and wildlife resources of the site; and

Certainly, any development has impacts on the natural environment. The project area consists of 9 lots of record, with 3 of the parcels representing vacant residential lots. Future development is anticipated to be representative of the existing residential and have minimal impact to the 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.

This is not known at this time.

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;

The project area consists of 2 lots of record, both are improved residential lots. No projected new population is anticipated with the request.

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;

Not Applicable

3. Indicate the expected demographic composition of the additional population (age/socio-economic factors); and

There is not expectation of expected demographics as this is not a PD request.

4. Describe the proposed service area and the current population thereof.

This is not in any service area.

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

This question is more suitable to a PD as a specific product is known. This land use change request is consistent with Policy 2.114-A2 that provides if a property designated PM was not owned by a mining company, the future land use after PM can be A/RR or other recreation and institutional land uses. This request is consistent with that policy and in line with the other A/RR in the RDA. There are citizens that like to live in a rural area as demonstrated by the subject's project area. Of the 2 lots included within the application, there are no vacant lots.

2. Discuss the demand on the provision for the following services:

a. Parks and Recreation;

The residents in this property may have interest in competitive sports and will have to go to a regional park as other Polk County citizens. Passive recreation can be provided within each property. However, there are other passive recreational opportunities with other natural areas in the County.

b. Educational Facilities (preschool/elementary/middle school/high school);

The project area consists of 2 lots of record, with none of the parcels representing vacant residential lots. No increased school impact is anticipated. The zoned schools are Lewis Anna Woodbury Elementary, Ft Meade Middle/Sr, and Fort Meade Senior High.

c. Health Care (emergency/hospital);

The nearest hospital is in the City of Bartow. However, medical clinics are expanding.

d Fire Protection;

The nearest fire station per the Polk County GIS data viewer is in Ft Meade at 1235 9th Street NE. Staff will be asking for the most current information from Public Safety to use in the final staff report.

e. Police Protection and Security; and

The property is in the southwest district for the Sherriff's office. Staff will be asking for the most current response times to use in the final staff report.

f. Electrical Power Supply

The electrical supply is estimated to be TECO.

H. ***Maps***

See attached

1. Maps shall be used to give the public agencies a clear graphic illustration and visual understanding of the proposed development and the potential positive and negative impacts resulting from the development.

2. Maps shall be of sufficient type, size, and scale to facilitate complete understanding of the elements of the proposed development. Scales shall be clearly indicated on each map and the dates of preparation and revisions shall be included. The project boundaries shall be overlaid on all maps. The following maps shall accompany all Impact Assessment Statements:

3. Map A: A location map showing the relationship of the development to cities, highways, and natural features;

4. 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;

5. 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;

6. 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;

7. 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 Location Map)**

8. 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

Not Applicable.

9. 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. **See Map B**

Extra Map:

Map H: A Vacant Lot Map identifying the vacant residential lots within the Project Area. These lots represent the land area for future development within the requested Land Use change area.

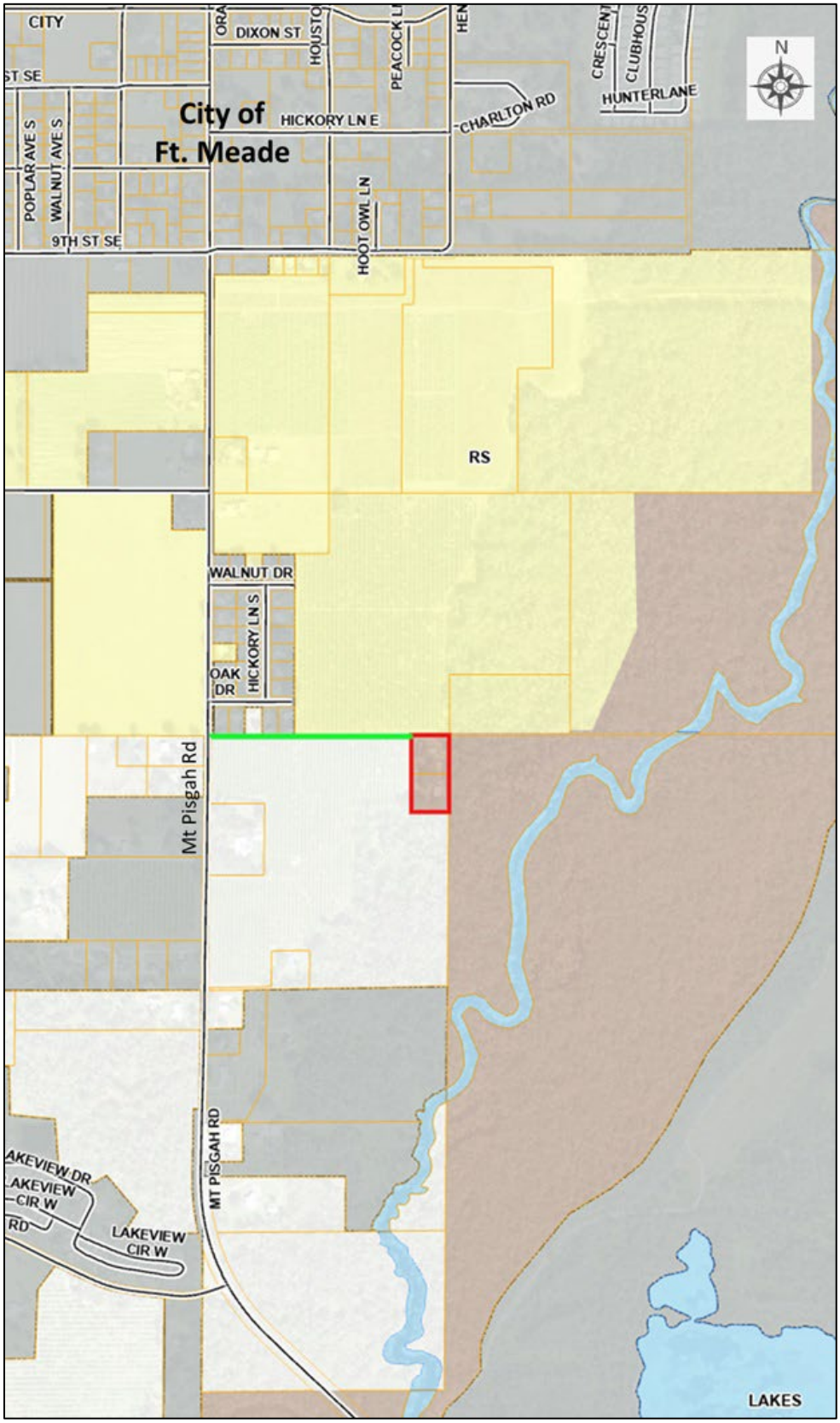
Map A – Location Map



Map B – Topographical Map

N/A

Map C – Current Land Use



Map D – Soils Map

N/A

Map H – Vacant Lot Map

N/A

ROBERT L. BOLTON

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P.O. Box 9005, Drawer 9005
Bartow, Fl 33831

EDUCATION

BS Florida Southern College — May 1989
B.S. Finance

EMPLOYMENT

Planner III, Polk County Land Development	2022 to present
Associate Advisor, SVN | Saunders Ralston Dantzler	2021 to 2023
Commercial Property Appraiser, Polk County Property Appraiser	2015 to 2021
Commercial Property Appraiser, Mancuso Appraisal Services	2007 to 2015
CFO, ProCoat Restoration, Inc.	2002 to 2007
CFO, VisionWorks of Central Florida, Inc.	2000 to 2002
Partner, Royal Homes, Inc., Imperial Homes, Inc., Premier Homes, Inc.	1995 to 2000

COMMITTEE'S AND TEAM'S

Polk County Sidewalk Advisory Committee
Safe Streets and Roads for All (SS4A) Project Team
Citrus Connection's Transit Development Plan (TDP) Major Update Project Review Team

PROFESSIONAL LICENSING

Florida State-Certified General Real Estate Appraiser RZ3440

COMPUTER SKILLS

MS Word, Excel, Power Point, ArcGIS, Accela, Minute Traq, Legistar, ESRI Data Viewers

Agenda Item N.7. 6/16/2026

SUBJECT

Public Hearing (LDCPAS-2026-4 Fort Groves CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan map amendment to change the land use designation from Phosphate Mining (PM) to Agricultural/Rural Residential (A/RR). (No Fiscal Impact)

DESCRIPTION

This is a County-initiated request for property located south of Hutchins Road, west of Old Bowling Green Road, southwest of the City of Fort Meade in Section 17, Township 32, Range 25.

State law requires one Planning Commission hearing, which was held May 3, 2026, with a recommendation for approval 7:0. Section 163.3187, Florida Statutes require the local governing board to take action on the proposed amendment.

RECOMMENDATION

Approval

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Aleya Inglima

Land Development Division

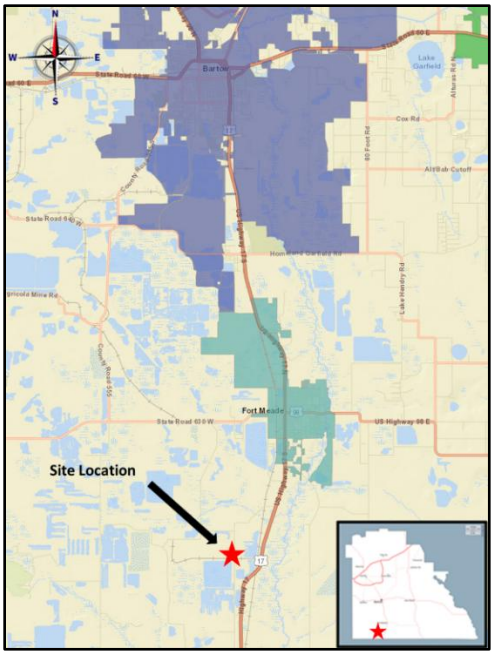
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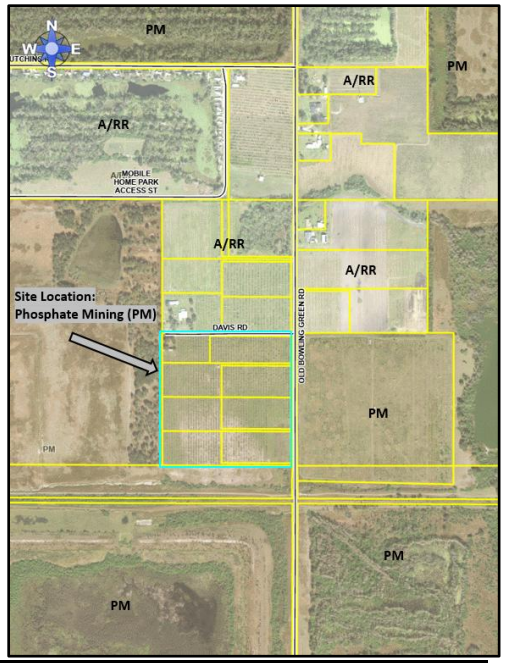
POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	March 5, 2026
Planning Commission Date:	May 6, 2026
BoCC Dates:	June 16, 2026
Applicant:	Polk County
Level of Review:	Level 4 Review, Comprehensive Plan Map Amendment
Case Number and Name:	LDCPAS-2026-4 (Fort Groves CPA)
Request:	County initiated Future Land Use Map amendment to change the land use designation from Phosphate Mining (PM) to Agricultural/Rural Residential (A/RR)
Location:	South of Hutchins Road, west of Old Bowling Green Road, southwest of the City of Fort Meade in Section 17, Township 32, Range 25.
Property Owner:	Fort Groves Inc
Parcel Size:	253217-486950-000080, 253217-486950-000070, 253217-486950-000060, 253217-486950-000050, 253217-486950-000030, 253217-486950-000040, 253217-486950-000020, 253217-486950-000010 (+/- 39 acres)
Development Area/Overlays:	Rural Development Area (RDA)
Future Land Use:	Phosphate Mining (PM)
Nearest Municipality	Fort Meade
DRC Recommendation:	Approval
Planning Commission Vote:	Approval 7-0
Case Planner:	Aleya Inglima, Planner II

Location



Current Future Land Use



Summary

This is a County-initiated Comprehensive Plan Map Amendment to change the Future Land Use (FLU) designation on approximately 39-acres, from Phosphate Mining (PM) to Agricultural/Rural Residential (A/RR) in the Rural Development Area (RDA). The subject site is located South of Hutchins Road, west of Old Bowling Green Road, southwest of the City of Fort Meade in Section 17, Township 32, Range 25. This property was previously owned and mined by Cities Service Company in the 1970s. It was later acquired by the applicant in the 90s and encumbrances cleared. Staff recommends approval.

The Fort Groves Plat has received prior approval; however, a portion of the property remains designated for Phosphate Mining on the Future Land Use Map. The proposed amendment is intended to support the long-term planning objectives for the area and the anticipated rural character of development. The Agriculture/Residential Rural designation supports low density residential development and agricultural uses, which are compatible with surrounding rural land uses and consistent with the County's Comprehensive Plan policies.

The amendment does not propose to increase density or intensity beyond what is permitted under the A/RR classification. Rather, it represents a reduction in intensity from a mining designation to a rural land use category. The change will facilitate appropriate rural residential development (1 du/5 ac) while supporting the protection of agricultural lands, maintaining open space, and preserving the rural character of the area.

Compatibility Summary

Section 2.114 of the Comprehensive Plan lists A/RR as one of the land uses for the conversion of PM lands. The surrounding uses are previously mined land and are compatible with five-acre residential lots. The A/RR maximum density of one dwelling unit per five acres is typical of the surrounding area.

Infrastructure Summary

The infrastructure is rural in nature. Public facilities and services are expected to be provided consistent with rural standards. The Agricultural/Residential Rural (A/RR) allows for a density of one dwelling unit per five acres. There is available capacity on Old Bowling Green Road and public safety services are available nearby.

Environmental Summary

There are a few environmental limitations to the development of this site for single-family residences, but they can be easily overcome with one dwelling unit per five acres within the A/RR. The site has no surface waters currently but previously did as a result of the previous mining operations. The soils are Arents and a typical of soils related to reclaimed mining operation and are of variable conditions and onsite investigation is recommended for use stability.

Comprehensive Plan

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

- Policy 2.102(A1-A15): Growth Management Policies

- Policy 2.102-A10 Location Criteria
- Section 2.114 Phosphate Mining
- Section 121-A Agricultural/Residential Rural
- Policy 2.114-A4: Future Development of PM Land

Findings of Fact

Request and Legal Status

- This is an County-initiated request for a Comprehensive Plan Map amendment to change the Future Land Use designation from Phosphate Mining (PM) to Agricultural Residential Rural (A/RR) on 39± acres.

- The County is initiating this request is consistent with Comprehensive Plan Policy 2.114-A2 which states that if property in the PM district that was not under a conceptual mining plan and owned by a phosphate mining company "may be developed residentially but the County must initiate a Comprehensive Plan amendment soon after to recognize the new land use."

- Comprehensive Plan Policy 2.114-A3 which states that activities permitted and appropriate for the redevelopment of lands formerly utilized for phosphate mining operations and which demonstrate compliance with the Comprehensive Plan criteria may request a Comprehensive Plan amendment for Agricultural Residential Rural (A/RR)

- The subject property is in a Phosphate Mining (PM) Future Land Use Map district. The Comprehensive Plan permits only Phosphate mining and allied industries, land reclamation, agriculture, and Farmworker housing.

- Per Table 2.2 of the Land Development Code (LDC), the minimum residential lot size in an A/RR district is five (5) acres. Single-family residences are a permitted use in A/RR.

- The subject site includes eight (8) parcels at least five (5) acres or larger within the Fort Groves Plat

- The Fort Groves Plat includes 13 total lots with the northern portion in the A/RR.

Compatibility

The existing uses surrounding the site are:

- North – A/RR, Residential Use and Vacant Land
- East – PM, Former (reclaimed) phosphate mining
- South – PM, Former (reclaimed) phosphate mining
- West – PM, Former (reclaimed) phosphate mining

- The subject site was formerly phosphate mined land and has subsequently been reclaimed.

Infrastructure

- The property fronts Old Bowling Green Road and no other public roadway facility. There are no sidewalks

- The site has no access to centralized potable water or wastewater services.

- The subject property is zoned for Lewis Anna Woodbury Elementary School, Fort Meade Middle/Senior, and Fort Meade Senior High School.

- The Sheriff's Regional Command that serves the area is the Polk County Sheriff's Southeast Command Center at 4011 Sgt. Mary Campbell Way in Lake Wales approximately 32 miles to the northeast.

- Fire rescue response from Polk County Fire Rescue Station #10 at 1235 9th St NE, Fort Meade. It is approximately 6.4 miles driving distance.

- The nearest neighborhood park is the Fort Meade Park. The Bone Valley ATV Park is about twelve (12) miles away.

Environmental

- There are no surface waters on site

- The subject site does show wetlands related to the prior reclamation of the site from phosphate mining.

- The subject is comprised of Arents, with variable conditions and variable conditions and onsite investigation is recommended for use stability.

- There are no endangered species sighting near the property. (Source: Florida Natural Areas Inventory 2002, 2006, 2011, & 2015).

- There are no known archeological or historical resources on the subject site per data from the Florida State Historical Commission.

- The site is not located in a wellfield.

- The site is not within a Airport Impact District.

- The site is located within the Potential Network Connections area of the Polk Green District Comprehensive Plan Map Series.

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.

- According to POLICY 2.108-A1 of the Comprehensive Plan, the subject property is in a Rural Development Area (RDA). The RDA "is characterized by large open areas, agricultural use, with scattered development and rural centers. Services are limited and mostly found in the rural centers and clustered developments."

- Policy 2.114-A3: Permitted Activities allows for redevelopment of lands formerly utilized for phosphate mining operation to change to the Agricultural/Residential Rural (A/RR) district.

- POLICY 2.114-A4: FUTURE DEVELOPMENT OF PM LAND - Polk County shall promote the redevelopment of PM lands by encouraging master planned developments incorporating land uses permitted within Rural Development Areas. Applications for land use amendments will be reviewed by the "Phosphate Mining Review Group." The applicant will be required to submit appropriate data and analysis as required by the amendment process, a copy of the reclamation plan including the subject site(s), and narrative establishing how the proposed land use(s) follows or conforms to the reclamation plan. The proposal shall demonstrate consistency with the goals, objectives, and policies of the Plan, including, county-wide land use needs, compatibility with adjacent uses, and protection of existing natural resources.

  The "Phosphate Mining Review Group" will be composed of a representative from each of the following agencies:

  Department of Environmental Protection, Bureau of Mine Reclamation

  Central Florida Regional Planning Council

  Phosphate Mining Industry

  Florida Institute of Phosphate Mining Research

  Florida Fish and Wildlife Conservation Commission

  Polk County Planning

  Polk County Natural Resources

  Polk County Cooperative Extension Services, Soils Conservation

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-2026-4.**

Planning Commission Recommendation: On May 6, 2026, in an advertised public hearing, the Planning Commission voted 7:0 to **recommend APPROVAL of LDCPAS 2026-4.**

NOTE: *This staff report was prepared without the benefit of testimony and evidence submitted by the public and other interested parties at a public hearing.*

NOTE: *All written comments made in the application and subsequent submissions of information made during the application review process, which are on file with the Land Development Division, shall be considered to be binding upon the applicant, provided such comments are not at variance with the Comprehensive Plan, LDC or other development regulations in effect at the time of development.*

NOTE: *Issuance of a development permit by the county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.*

Analysis

This section of the staff report includes data on the surrounding uses, infrastructure conditions, environmental conditions, and related Comprehensive Plan policies and Land Development Code regulations.

Surrounding Uses

Table 1 identifies the Future Land Use (FLU) designations and the existing uses surrounding the subject site that are immediately adjacent. This property was previously owned and mined by Cities Service Company in the 1970s. In the 1990s the Fort family acquired the property. The site has been acquired by the applicant and encumbrances cleared. The surrounding mine is currently under reclamation, the Fort Meade mine by Mosaic (see exhibit 6).

Table 1

Northwest: PM ±181-acre parcel Former (reclaimed) phosphate mined land	**North:** Agriculture/Residential Rural (A/RR) Single-family residences In Fort Groves Plat	**Northeast:** Agriculture/Residential Rural (A/RR) Single-family residences
West: PM ±181-acre parcel Former (reclaimed) phosphate mined land	**Subject Property:** PM ±39-acre parcel in Fort Groves Plat Former (reclaimed) phosphate mined land	**East:** PM ±47-acre parcel Former (reclaimed) phosphate mined land
Southwest: PM ±634-acre parcel Former (reclaimed) phosphate mined land	**South:** PM ±634-acre parcel Former (reclaimed) phosphate mined land	**Southeast:** PM ±575-acre parcel Former (reclaimed) phosphate mined land

Source: Polk County Geographical Information System and site visit by County staff

Compatibility with the Surrounding Uses, Environment, and Infrastructure

According to *Policy 2.102-A2* of Polk County's Comprehensive Plan, "land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b.

incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; and c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development." The adopted definition for compatibility states it is "a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

The subject property was previously mined by Cities Service Company and subsequently reclaimed. The site has no surface water areas but has wetlands as the result of the reclamation process. To the north of the site are several single-family residences on parcels that range in size from one (1) to over ten (10) acres. This area is southwest of the city of Fort Meade and has been developed in a rural manner with lots that are typically an acre or larger.

A. Land Uses:

Section 2.114-A3 of the Comprehensive Plan lists A/RR as one of the land uses for the conversion of PM lands. The surrounding uses are previously mined lands as part of the Fort Meade mine and are compatible with five-acre residential lots. The A/RR maximum density of one dwelling unit per five acres is typical of the surrounding area.

B. Infrastructure:

The infrastructure is rural in nature. The Agricultural/Residential Rural (A/RR) allows for a density of one dwelling unit per five acres or eight (8) potential five-acre residential lots. There is available capacity on US 98 E and public safety services are available nearby.

C. Environmental:

The soil onsite is Arents-Water Complex which could pose septic tank limitations. There are no floodplains apparent on the site. Our GIS viewer does show wetlands on the property. The site is not located within an Airport Impact District or overlay for flight path and height restrictions.

Nearest Elementary, Middle, and High School

The schools zoned for the subject property are the zoned schools listed in Table 2 below. Changes in school zones or annual fluctuations in population cohorts may reveal more capacity at the time these 8 households send students there. On average, 8 single -family dwelling units will only send one child to middle school in a given year.

Table 2

Name of School	Annual Estimated Demand	% Capacity 2025-2026 School Year	Distance From Subject Site
Lewis Anna Woodbury Elementary (Zoned)	1 student	87%	±5.3 mile driving distance
Fort Meade Middle (Zoned)	1 student	70%	±7.0 miles driving distance
Fort Meade High School (Zoned)	1 student	57%	±7.0 miles driving distance

Source: Polk County School Board, Duncan Associates Educational Facility Impact Fee Study, GIS

Nearest Sheriff, Fire, and EMS Station

Fire and EMS response to this project is from Polk County Fire Rescue Station 10, located at 1235 9th St NE, Fort Meade. The travel distance is under 6.4 miles with an average response time of 7-9 minutes. Fire Station 10 is staffed 27/7 with career firefighters and augmented by response from other similarly staffed county fire stations and through interlocal mutual aid agreements with the surrounding municipalities. There are no fire hydrants within the immediate area, which will need to be addressed in the future.

Sheriff's response to the site is served by the Southeast District, located at 4011 Sgt. Mary Campbell Way in Lake Wales. The response times for the Southeast District were: P1 – 10:04 minutes; P2 – 30:54 minutes. Sheriff response times are not as much a function of the distance to the nearest sheriff's substation, but more a function of the overall number of patrol officers within the district. The facilities are within appropriate distances to the subject site for a rural area.

Table 3

	Name of Station	Distance	Response Time*
Sheriff	Southeast District (4011 Sgt. Mary Campbell Way in Lake Wales)	±32 miles	P1: 10:04 minutes P2: 30:54 minutes
Fire/EMS	Polk County Fire Rescue Station #10 (1235 9th St NE, Fort Meade)	±6.4 miles	7-9 minutes

Source: Polk County Sheriff's Office and Public Safety for January 2026; Polk County Fire Rescue Response Times for April 2026
**Response times are based on when the station receives the call and not from when the call is made to 911.*

Water and Wastewater Demand and Capacity

The subject site is in the RDA and is not within any utility service area. Water and sewer lines are not near the subject site. Potable water will be provided by a well, and an onsite septic treatment system will be utilized to handle wastewater for each individual lot.

A. Estimated Demand and Service Provider:

Table 4, following this paragraph, shows the potable water needs and the wastewater generation rates being less for the proposed request. However, it is not automatic and not even common that the alternative use for PM is industrial. In fact, most of the land use changes from PM are to A/RR, which is the context of the request. The changes to IND have been along railroad lines. The subject site is not along a railroad and is adjacent to the city limits of Fort Meade. Therefore, it is more realistic that the proposed use will require more water and generate more wastewater than the historical agricultural use of the subject site. However, IND uses tend to be more impactive in terms of noise, vibrations, and odors. So, the analysis below is based on PM having industrial uses.

Table 4

Subject Property	Estimated Impact Analysis	
±39 acres *PM*	**Maximum Permitted in Existing Land Use** (*PM*)	**Maximum Permitted in Proposed** (*A/RR)*
Permitted Intensity 39± acres	1,698,840 sq ft X 0.75 FAR = 1,274,130	8 platted lots
Potable Water Consumption (GPD)	1,274,130 X 0.24 = 305,791 GPD	8 x 250 = 2,000 GPD

Wastewater Generation (GPD)	305,791 GPD X 80% = 244,633 GPD	8 x 200 = 1,600 GPD

Source: Concurrency Manual: PM@ IND rates @ 0.24 per sq ft and 80% for wastewater, single family @ 250 GPD Potable water and 200 Wastewater.

The subject area of the change includes the majority of the eighth lot. So, for purposes of the impact analysis, 8 lots were used even though 39 acres yields 7.8 lots for (5) acres in size.

B. Service Provider

The subject site is not within any utility service area. Therefore, all development on the subject site will require wells and septic tanks.

C. Available Capacity

The subject site is not within any utility serve areas. Therefore, all development on the subject site will require wells and septic tanks. The capacity of these systems will be based on the parameters of the permitting agency.

D. Planned Improvements

There are no utility improvements near the subject site.

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 being less for the proposed request. However, it is not automatic and not even common that the alternative use for PM is industrial. In fact, most of the land use changes from PM are to A/RR. IND uses tend to be more impactive in terms of noise, vibrations, and odors. So the traffic analysis below is based on PM having industrial uses. The subject area of the change includes the majority of the eighth lot. So, for purposes of the impact analysis, 8 lots were used even though 39 acres yields 7.8 lots for (5) acres in size.

Table 5

Subject Property	**Estimated Impact Analysis**	
±39 acres *PM*	**Maximum Permitted in Existing Land Use** (*PM*)	**Maximum Permitted in Proposed** (*A/RR)*
Average Annual Daily Trips (AADT)	1,274,130 / 1,000 = 1,274 sq ft 1,274 sq ft x 3.93 x 92% = **4,607 AADT**	39 / 5 = 8 units **8 x 7.81 = 63 AADT**
PM Peak Hour Trip	1,274 x 0.67 x 92% = 786 PM Peak Trips	**8 x 1 = 8 PM Peak Hour Trips**

Source: Concurrency Manual and Table for Minor Traffic Study –PM @ IND rates ITE Code 140 @ 3.93 AADT per 1,000 square feet and 0.67 PM Peak Hour Trip per 1,000 square feet and 92% new trips, single family @ one house per five acres – 7.81 AADT per unit and 1 PM Peak Hour per unit 100% new trips

B. Available Capacity:

Old Bowling Green Road is not tracked though TPO roadway database. The nearest link is US 17/Hardee County Line. It has a current Level of Service (LOS) through this part of the County is "C". The minimum LOS on the eastern portion of US 17/Hardee County Line is "D". The density of one (1) house per five acres will generate 8 homes and this is expected to generate a total of 62 AADT and 8 PM Peak Hour Trips. This will not have any significant impact on the roadway capacity.

Table 6

Link #	Road Name	Current Level of Service (LOS)	Available PM Peak Hour Capacity	Minimum LOS Standard	Projected Five Year LOS
5001N	US 17 From: Hardee County Line To: 9th Street SE	C	1,173	D	C
5001S	US 17 From: Hardee County Line To: 9th Street SE	C	1,198	D	C

Source: Polk County Transportation Planning Organization, Concurrency Roadway Network Database January, 2026

C. Roadway Conditions:

Old Bowling Green Road is a two-lane undivided Rural minor collector (RNC) road that appears in good condition. Old Bowling Green Road is maintained by the County. The condition of the roadways and the LOS change over time. The conditions are addressed when development access a road during the Level 2 Review. LOS is a tool that can limit the intensity of a development in the short run.

D. Sidewalk Network

Old Bowling Green Road does not have any sidewalks. The subject site is in the Rural Development Area (RDA) which does not require sidewalks within the right of way on a public road.

E. Planned Improvements:

There are currently no planned improvements along any of the traffic links.

F. Mass Transit

There are no nearby bus routes.

Park Facilities and Environmental Lands

The following analysis is based on public recreation facilities. The nearest neighborhood park is the Bradley Junction Park. The Bone Valley ATV Park is about twelve (12) miles away.

A. Location:

Fort Meade Park is located in the northeast part of Fort Meade. Its current hours of operations are from 5 a.m. to 10 p.m. The park's amenities include baseball Fields, basketball Court(s), picnic tables, playground, and softball facilities.

Bone Valley ATV Park is on the south side of County Road 630 and east of State Road 37. It is a 200-acre tract of land with 15 trails, hill climbs and free riding areas. Below are the hours and fees for the park, along with important safety and registration information. The address is 10427 County Road 630 W. in Mulberry.

C. Environmental Lands:

There are no County owned Environmental Lands in this part of the County.

D. Planned Improvements:

There are no further recreation improvements scheduled for this area of the County at this time.

Environmental Conditions

The site had citrus on it previously, and Polk County data viewer shows it has wetlands as a result of the previous mining operations. The soils are Arents and a typical of soils related to reclaimed mining operation and are of variable conditions and onsite investigation is recommended for use stability.

A. Surface Water:

The highest point is 119 feet above sea level, northwest of the property; the lowest is 102 feet above MSL near the southeast corner. The site has no surface waters but shows wetlands being a result of the reclamation process.

B. Wetlands/Floodplains:

Wetlands show on the County's data viewer covering a portion land. The site has no Flood Zones mapped.

C. Soils:

The subject site is comprised of a mix of soil types as listed in Table 8 following this paragraph. According to the soil survey of Polk County, the soil type is a soil that is related to reclaimed mining operation and are of variable conditions and onsite investigation is recommended for use stability.

Table 7

Soil Name	**Septic Tank Absorption Field Limitations**	**Limitations to Small Commercial Buildings**	**% of Site** *(approximate)*
Arents-Water Complex	Severe: wetness	Severe: wetness	100%

Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service

D. Protected Species:

According to Polk County Endangered Habitat Maps, the subject site does not sit within a zone where any protected species have been documented or observed.

E: Polk Green Districts and Conservation Easements:

The site is located within the Potential Network Connections area of the Polk Green District Comprehensive Plan Map Series.

F Archeological and Historical Resources:

According to the Florida Department of State, Division of Historical Resources, there are no archeological or historical resources listed in the Florida Master Site File.

G. Wells (Public/Private)

The subject site is not located on a wellfield. Staff has no knowledge of any wells on site.

H. Airports:

The site is not within any Airport Height Notification or In-Flight Visual Interference Zones.

Economic Factors:

The subject site is only 39± acres, the requested Land Use designation change is to Agricultural/Residential Rural (A/RR) and would have short term economic impact if the site were developed into single-family residential.

Consistency with the Comprehensive Plan

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

- Policy 2.102-A10 Location Criteria
- Section 2.114 Phosphate Mining
- Section 121-A Agricultural/Residential Rural

Table 8

Comprehensive Plan Policy	Consistency Analysis
Policy 2.102-A1: DEVELOPMENT LOCATION – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of	The requested Agricultural/Residential Rural (A/RR) Future Land Use is intended for low-density use and is consistent with services available in the Rural Development Area (RDA).

Comprehensive Plan Policy	Consistency Analysis
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.	The neighboring Future Land Use Map designations are predominantly PM & A/RR and previously mined for phosphate. To the north consists of single-family development on lots that range from 1 to 10+ acres. To the northeast is the City of Fort Meade.
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.	One home per five acres does not need many services at all other than the potential need for public safety services and access for visitors. Future homeowners' expectations for urban services should be low this far from the nearest municipality. A/RR is the main residential and agricultural designation in the RDA. Therefore, this request is consistent with these policies.
POLICY 2.114-A3: PERMITTED ACTIVITIES - The following activities shall be permitted within the Phosphate Mining land use category as mapped pursuant to Policy 2.114-A2: a. Phosphate mining and allied industries; b. Land reclamation; c. Agriculture and Farmworker housing under specific design parameters listed in the Land Development Code not to exceed an intensity of sixteen (16) workers per acre; d. Other land uses with conditional approval which are compatible and related with the extraction and processing of phosphate; and e. Subject to the adoption of a Comprehensive Plan amendment, any activities permitted within the following land use designations, which are appropriate for the redevelopment of lands formally utilized for phosphate mining operations and which demonstrate compliance with the Comprehensive Plan criteria for each use: 1. Preservation. 2. Recreation and Open Space. 3. Leisure/Recreation. 4. Institutional. 5. Rural Cluster Centers. 6. Tourism Commercial Centers. 7. Business Park Centers. 8. Industrial. 9. Rural Mixed-Use Developments. 10. New Communities. 11. Agricultural/Residential Rural only.	The site was previously mined for phosphate and was subsequently reclaimed. This Policy allows for the reclaimed land to be remapped for several different Future Land Use districts, A/RR is one of the uses and therefore meets the policy
POLICY 2.114-A4: FUTURE DEVELOPMENT OF PM LAND - Polk County shall promote the redevelopment of PM lands by encouraging master planned developments incorporating land uses permitted within Rural Development Areas. Applications for land use amendments will be reviewed by the "Phosphate Mining Review Group." The applicant will be required to submit appropriate data and analysis as required by the amendment process, a copy of the reclamation plan including the subject site(s), and narrative establishing how the proposed land use(s) follows or conforms to the reclamation plan. The proposal shall demonstrate consistency with the goals, objectives, and policies of the Plan, including, county-wide land use needs,	Staff is coordinating with the Phosphate Review Group to obtain any comments.

Comprehensive Plan Policy	Consistency Analysis
compatibility with adjacent uses, and protection of existing natural resources. The "Phosphate Mining Review Group" will be composed of a representative from each of the following agencies: Department of Environmental Protection, Bureau of Mine Reclamation Central Florida Regional Planning Council Phosphate Mining Industry Florida Institute of Phosphate Mining Research Florida Fish and Wildlife Conservation Commission Polk County Planning Polk County Natural Resources Polk County Cooperative Extension Services, Soils Conservation These applications for land use amendments shall be reviewed by the Group prior to application being accepted by the County.	

Urban Sprawl Analysis

After analyzing the primary indicators of Urban Sprawl per *Policy 2.109-A10* of the Polk County Comprehensive Plan, it is apparent that the proposed request is not considered urban sprawl based on these criteria and it is permitted in the designated area. Table 11 (below) depicts the Urban Sprawl Criteria used by staff as indicators of Urban Sprawl.

Table 11

Urban Sprawl Criteria: The following criteria are the primary indicators of urban sprawl per Florida Statutes	
Urban Sprawl Criteria	**Sections referenced in this report**
a. Promotes substantial amounts of low-density, low intensity, or single use development in excess of demonstrated need.	Summary of analysis
b. Allows a significant amount of urban development to occur in rural areas.	Summary of analysis
c. Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.	Summary of analysis, surrounding Development, compatibility
d. Fails to adequately protect and conserve natural resources and other significant natural systems.	Summary of analysis, surrounding Development, compatibility
e. Fails to adequately protect adjacent agricultural areas.	Compatibility with Surrounding Land Uses
f. Fails to maximize existing public facilities and services.	Summary of Analysis, Infrastructure
g. Fails to minimize the need for future facilities and services.	Summary of Analysis, Infrastructure
h. Allows development patterns that will disproportionately increase the cost of providing public facilities and services.	Summary of Analysis, Infrastructure
i. Fails to provide a clear separation between urban and rural uses.	Summary of Analysis, Compatibility with Surrounding Land Uses
j. Discourages infill development or redevelopment of existing neighborhoods.	Summary of Analysis, Compatibility with Surrounding Land Uses

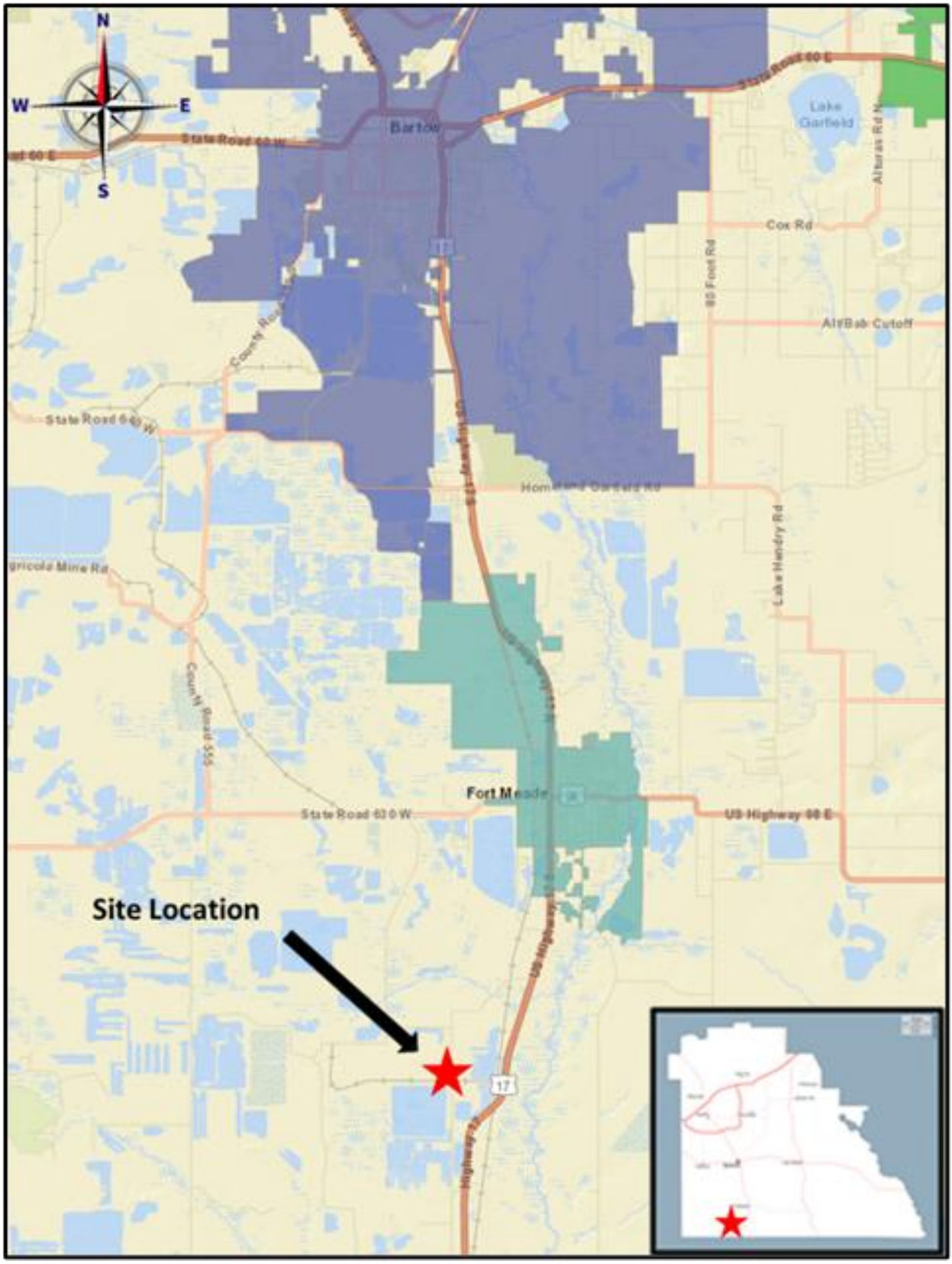
Urban Sprawl Criteria: The following criteria are the primary indicators of urban sprawl per Florida Statutes	
Urban Sprawl Criteria	**Sections referenced in this report**
k. Fails to encourage an attractive and functional mixture of land uses.	Summary of Analysis, Compatibility with Surrounding Land Uses
l. Will result in poor accessibility among linked or related land uses.	Summary of Analysis, Compatibility with Surrounding Land Uses
m. Results in the loss of a significant amount of open space.	Summary of Analysis, Compatibility with Surrounding Land Uses

Comments from other Agencies:

The mineral rights owners were notified and staff received no response.

Exhibits:

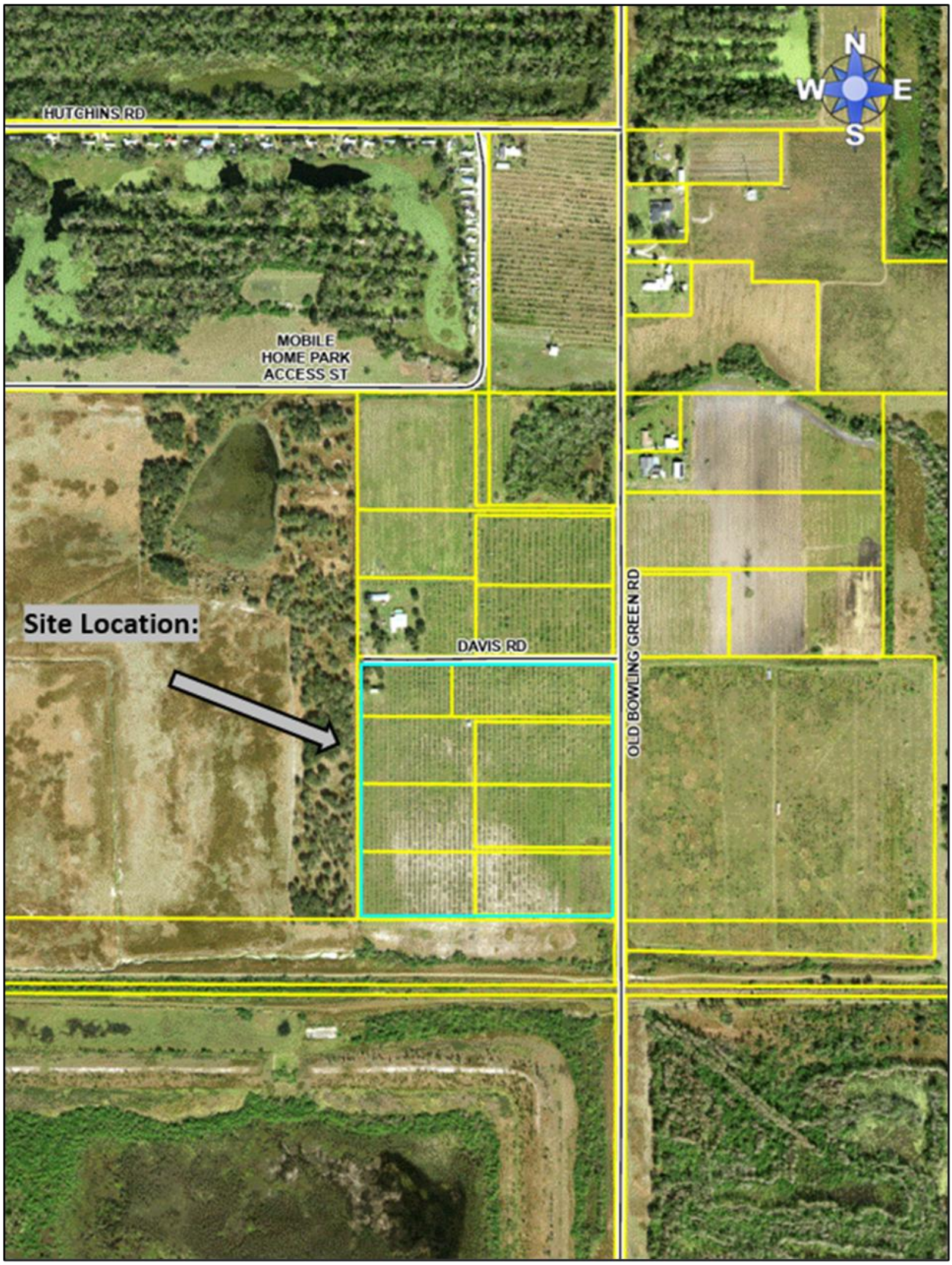
Exhibit – 1 Location Map
Exhibit – 2 2023 Satellite Image (Context)
Exhibit – 3 2023 Aerial Photo (Close-up)
Exhibit – 4 Existing Future Land Use Map
Exhibit – 5 Proposed Future Land Use Map
Exhibit – 6 FDEP Phosphate Mine GIS
Exhibit – 7 Fort Meade Mine
Exhibit – 8 Permitted and Conditional Uses in PM
Exhibit – 9 Permitted and Conditional Uses in A/RR



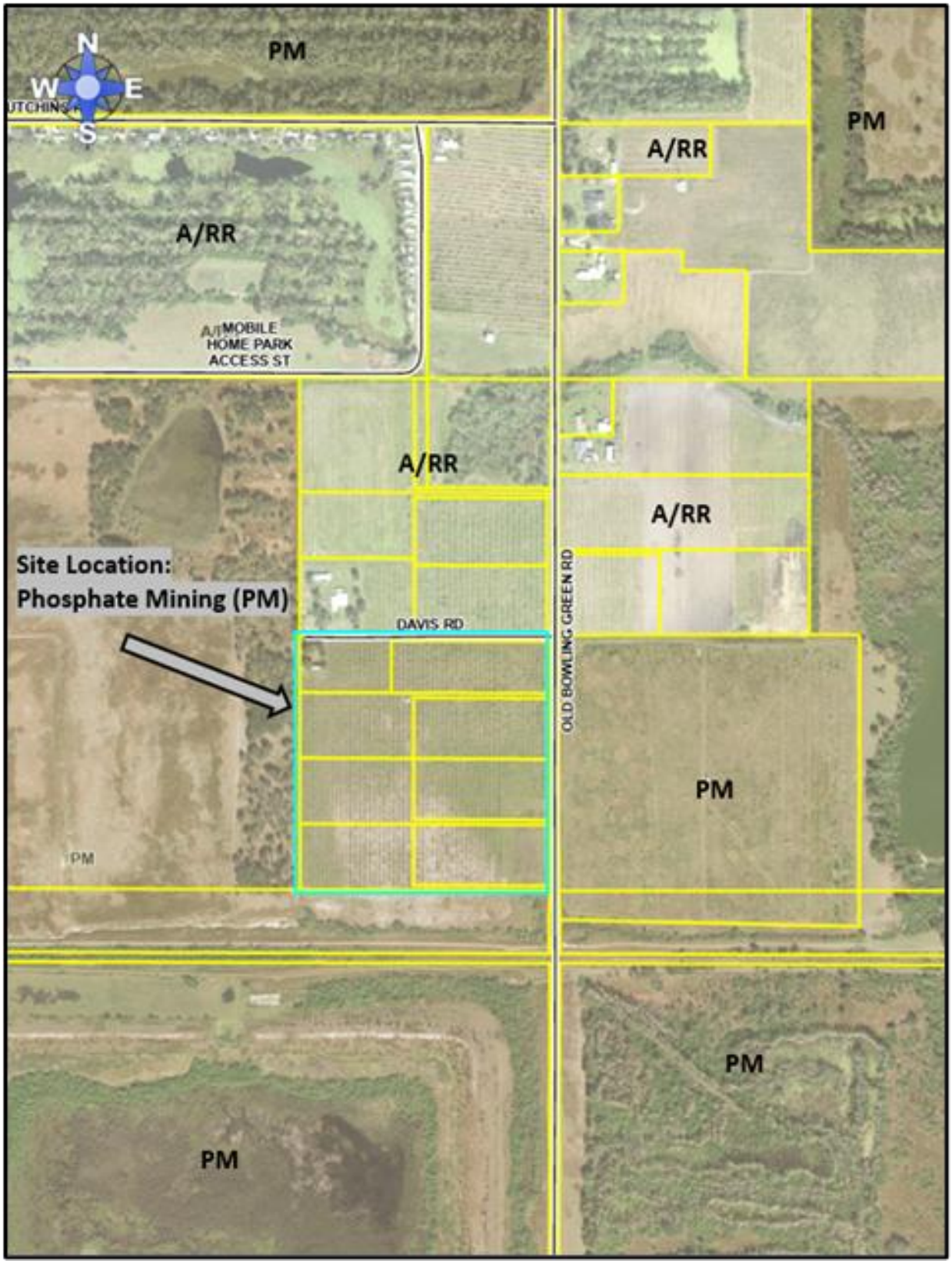
Location Map



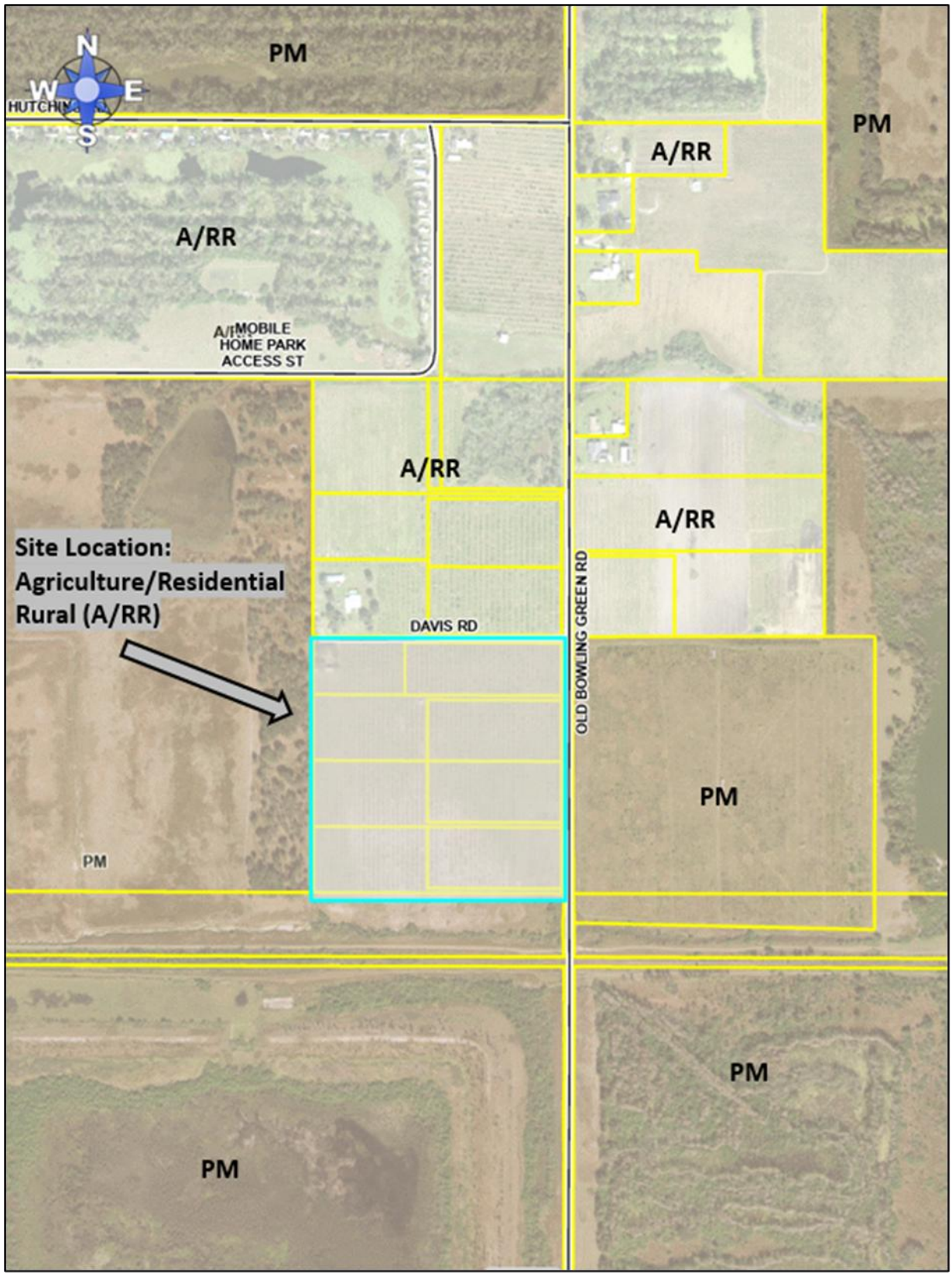
2023 Satellite Image (Context)



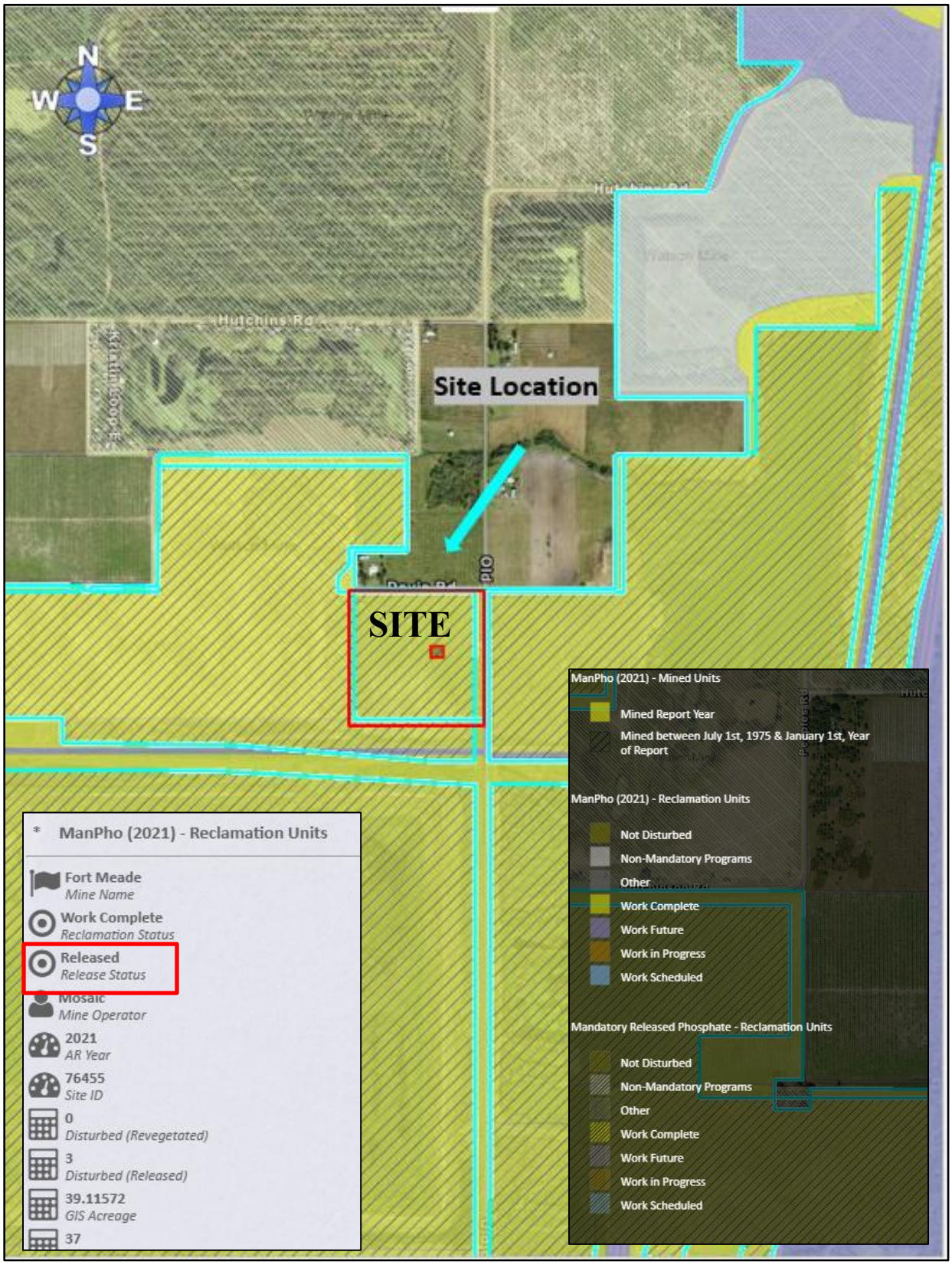
2023 Aerial Photo (Close-up)



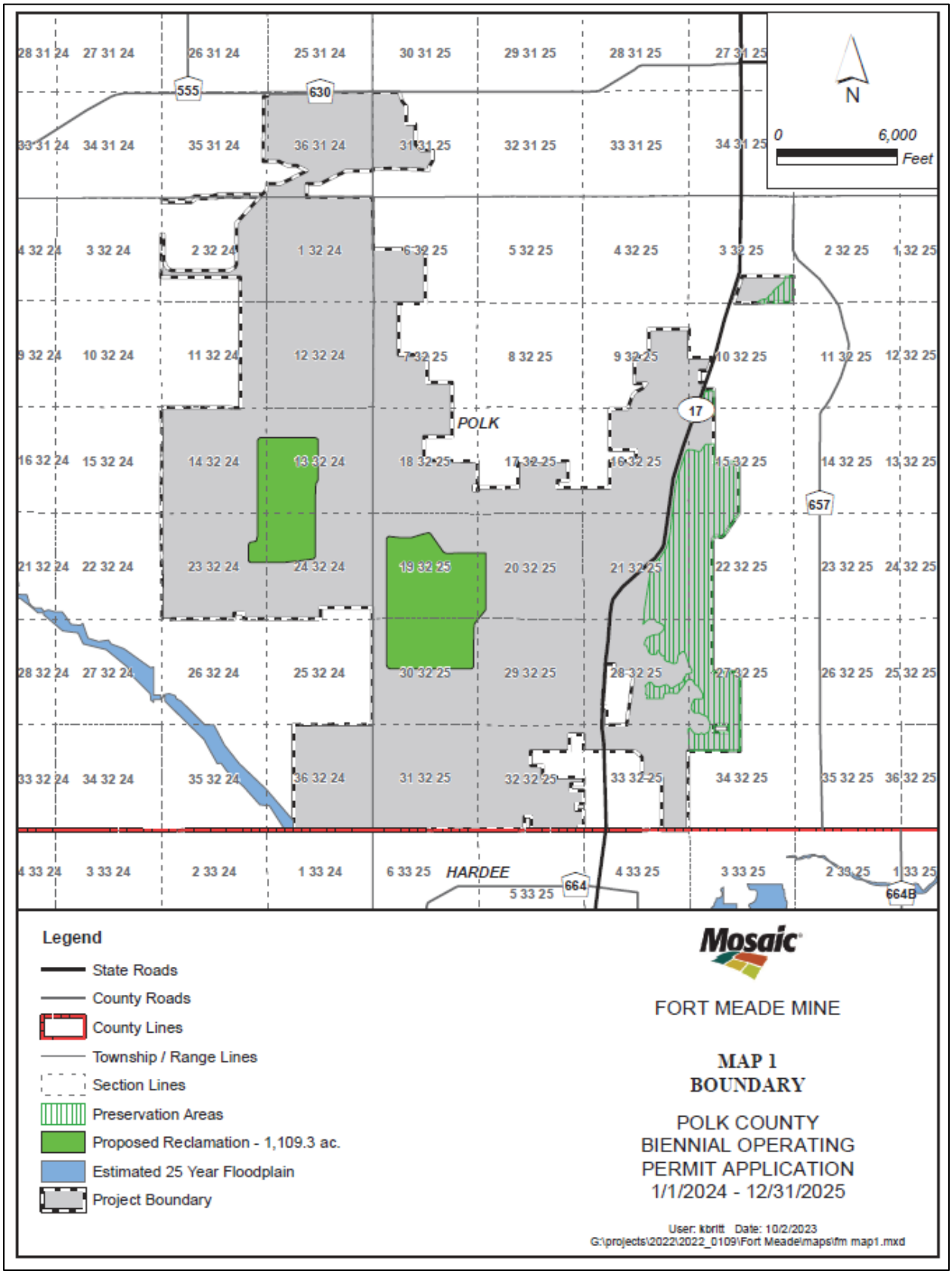
Existing Future Land Use Map



Proposed Future Land Use Map



FDEP Phosphate Mine GIS



Fort Meade Mine

Phosphate Mining (PM)			
Technical Staff Review -Level 1& 2		**Public Hearing (s) Required-Level 3 & 4**	
Residential Uses:	Family Farm; Farm Worker Dormitory, Apartment Style, C2	**Residential Uses:**	Farm Worker Dormitory, Barrack Style, C3
		Mixed Uses:	Planned Development, C3
All Other Uses:	Animal Farm, Intensive, C1 Communication Towers, Guyed and Lattice, C2 Communication Tower, Monopole, C2 Community Center, C2 Convenience Stores, Isolated, C2 Cultural Facility, C2 Farming General, P Heavy Machinery Equipment Sales and Services, P Heliports, C2 Helistops, C2 Kennels, Boarding and Breeding, P Livestock Sale, Auction, P Manufacturing, Explosives/Volatile Material, C2 Manufacturing, General, C2 Manufacturing, Light, C2 Medical marijuana Dispensaries, C2 Motor Freight Terminal, C2 Nurseries and Greenhouses, P Recreation, Passive, C1 Recreation, Low Intensity, C2 Recreation Vehicle Storage, C2 Religious Institution, C2 Research and Development, C2 Riding Academies, C1 School, Technical/Vocational/Trade & Training, C2 Solar Electric-Power Generation Facility, C2 Utilities, Class I, P Utilities, Class II, P Utilities, Class III, C2 Veterinary Service, C2	**All Other Uses:**	Agricultural Support, Off-Site, C3 Airport, C4 Breeding, Boarding, and Rehabilitation Facility, Wild or Exotic, C4 Government Facility, C3 Gypsum Stack, C4 Hazardous Waste Transfer, Storage, C4 Hazardous Waste Treatment Facilities, C4 Lime Stabilization Facility, C3 Mining, Non-Phosphate, C3 Power Plants, Non-Certified, Low, C4 Power Plants, Non-certified, High, C4 Power Plants, Certified, C4 Railroad yard, C3 Recreation High Intensity, C3 School, Leisure/special Interest, C3 School, university/college, C3 Seaplane Base, C3 Water Ski Schools, C3 Vehicle Recovery Service/Agency, C2 Vehicle Repair, Auto Body, P Vehicle Service, mechanical, P Veterinary Service, C2 Warehousing/Distribution, P

PERMITTED AND CONDITIONAL USES IN PM

Future Land Use Designation	Technical Staff Review -Level 1 & 2	Public Hearing (s) Required-Level 3 & 4
Agricultural/Residential Rural (A/RR)	**Residential Uses:** Family Farm, C1 Group Home, Small (6 or less residents), C1 Farm Worker Dormitory, Apartment Style, C2 Mobile Homes, Individual, C1 Single-family Detached Home & Subdivision **All Other Uses:** Animal Farm, Intensive Cemetery, C2 Communication Towers, Guyed and Lattice C2 Communication Tower, Monopole, C2 Convenience Stores, Isolated, C2 Emergency Shelter, Small (6 or less residents), C1 Farming General, Golf Course, C1 Heliports, C2 Helistops, C2 Kennels, Boarding and Breeding Livestock Sale, Auction Nurseries and Greenhouses Recreation, Passive, C1 Recreation, Low Intensity, C2 Riding Academies, C1 Solar Electric-Power Generation Facility, C2 Utilities, Cass I Utilities, Cass II, C1 Veterinary Service	**Residential Uses:** Fly-in Community, C3 Group Home, Large (7-14 residents), C3 Group Living Facility (15 or more residents), C3 Farm Worker Dormitory, Barrack Style, C3 Mobile Home Park & subdivision, C3 Rural Residential Development (RRD), C3 **Mixed Uses:** Planned Development, C3 Residentially Based Mixed Development (RBMD), C3 Rural Mixed Development (RMD), C3 **All Other Uses:** Adult Day Care Center (7 or more clients), C3 Agricultural Support, Off-Site, C3 Airport, C4 Bed and Breakfast, C3 Breeding, Boarding, and Rehabilitation Facility Wild or Exotic, C3 Childcare Center, C3 Community Center, C3 Correctional Facility, C4 Cultural Facility, C3 Emergency Shelter, Medium (7-14 residents), C3 Emergency Shelter, Large (15 or more residents), C3 Event Facility, C3 Government Facility, C3 Institutional Campground, C3 Lime Stabilization Facility, C3 Lodges and Retreats, Private, C3 Marinas and Related Facilities,C3 Outdoor Concert Venue, C3 Recreation, High Intensity C3 Recreation, Vehicle Oriented, C3 Religious Institution, C3 Residential Treatment Facility, C4 School, Elementary, C3 School, Leisure/Special Interest C3 School Technical/Vocational/Trade & Training, C3 Seaplane Base, C3 Utilities, Cass III, C3 Water Ski Schools, C4

PERMITTED AND CONDITIONAL USES IN A/RR

ORDINANCE NO. 26 -____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE ADOPTION OF AMENDMENT **LDCPAS-2026-4;** AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN; ORDINANCE 92-36, AS AMENDED TO CHANGE THE FUTURE LAND USE DESIGNATION ON 39± ACRES FROM PHOSPHATE MINING (PM) TO AGRICULTURAL/RESIDENTIAL RURAL (A/RR). THE SUBJECT SITE IS LOCATED SOUTH OF HUTCHINS ROAD, WEST OF OLD BOWLING GREEN ROAD, SOUTHWEST OF THE CITY OF FORT MEADE IN SECTION 17, TOWNSHIP 32, 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 May 6, 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 June 16, 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 39+/- acre site from Phosphate Mining (PM) to Agriculture/Residential Rural (A/RR) on the parcel listed below and graphically depicted on the parcel map in Attachment "A".

Described as: A PORTION OF LAND(S) LYING IN SECTION 17, TOWNSHIP 32 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS: THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 32 SOUTH , RANGE 25 EAST.

Including all of or a portions of the following parcels:

253217-486950-000070,
253217-486950-000060,
253217-486950-000050,
253217-486950-000040,
253217-486950-000030,
253217-486950-000020,
253217-486950-000010,

and a portion of parcel (253217-486950-000080):

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 July 17, 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 Commerce or Administration Commission finding the amendment in compliance in accordance with Section 163.3184 (1)(b), Florida Statutes. No development orders, development permits, or land uses

dependent upon this amendment, as described on the attached map of proposed land uses, may be issued or commence before it has become effective.

SECTION 4: FILING WITH THE DEPARTMENT OF STATE:

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

ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this 16th day of June 2026.

ATTACHMENT "A"

LDCPAS-2026-4
Location: South of Hutchins Road, west of Old Bowling Green Road, southwest of the City of Fort Meade in Section 17, Township 32, Range 25.
Section-17 Township-32 Range-25



PARCEL DETAIL
Note: Not to Scale

Impact Assessment Statement (Fort Groves – PM to A/RR)

Land and Neighborhood Characteristics

The subject property is located in the Fort Groves Plat. The proposed change from Phosphate Mining (PM) to Agricultural/Rural Residential (A/RR) is consistent with the character in the area. The site is suitable for A/RR designation due to its proximity to existing rural residential properties and agricultural lands, as well as reclamation of the Fort Meade mining operations.

Access to Roads and Highways

The subject property is currently served by a County roadway that have historically supported mining-related traffic. A change to A/RR would significantly reduce daily and peak-hour trip generation compared to phosphate mining operations. No roadway modifications are anticipated beyond standard access improvements.

Sewage

The proposed A/RR land use will generate minimal sewage compared to PM uses. Service will be provided through on-site septic systems.

Water Supply

Water demand will be minimal under the A/RR designation. The property will be served by private wells. The proposed change will reduce overall water consumption compared to mining operations.

Surface Water Management and Drainage

The site has been previously impacted by phosphate mining activities. Future development under A/RR will require compliance with stormwater management regulations. Any wetlands will be evaluated.

Environmental Analysis

The subject property reflects characteristics typical of former phosphate mining operations, including altered soils and reclaimed lands. Surrounding properties consist primarily of agricultural and rural residential uses.

The transition to A/RR is expected to support reclamation efforts. Soil on the site varies due to prior mining activity and reclamation.

Narrative

This is a County-initiated Future Land Use (FLU) Map change affecting a portion of a previously approved Fort Groves Plat. The amendment proposes to change the Future Land Use designation from Phosphate Mining (PM) to Agriculture/Residential Rural (A/RR) for approximately half of the plat area.

The Fort Groves Plat has received prior approval; however, a portion of the property remains designated for Phosphate Mining on the Future Land Use Map. The proposed amendment is intended to realign the Future Land Use designation with the long-term planning objectives for the area and the anticipated rural character of development. The Agriculture/Residential Rural designation supports low density residential development and agricultural uses, which are compatible with surrounding rural land uses and consistent with the County's Comprehensive Plan policies for rural areas.

The amendment does not propose to increase density or intensity beyond what is permitted under the A/RR classification. Rather, it represents a reduction in intensity from a mining designation to a rural land use category. The change will facilitate appropriate rural development while supporting the protection of agricultural lands, maintaining open space, and preserving the rural character of the area.

Public facilities and services are expected to be provided consistent with rural standards. The proposed amendment does not introduce urban development patterns, nor does it extend urban infrastructure into rural areas. Instead, it reinforces the separation between urban and rural uses as established in the Comprehensive Plan.

Overall, the proposed Future Land Use amendment is intended to ensure internal consistency within the Comprehensive Plan, align the Future Land Use Map with the approved plat pattern and support rural development within the Fort Groves area.

Demonstration of Need

1. Could the proposed amendment promote substantial amounts of low-density, low intensity, or single-use development in excess of demonstrated need?

No, the amendment converts a Phosphate Mining designation to Agriculture/Residential Rural, which is consistent with rural land use patterns. The change does not introduce additional density beyond what is permitted under A/RR. It aligns the Future Land Use designation with the intended long term rural character of the area.

2. Will passage of the proposed amendment allow a significant amount of urban development to occur in rural areas?

No, the A/RR designation permits rural residential and agricultural uses at low densities. It does not allow urban development and therefore does not introduce significant urban development into rural areas.

3. Does the proposed amendment create or encourage urban development in radial, strip, isolated, or ribbon patterns emanating from existing urban development?

No, the amendment does not expand or extend urban land use designations. It maintains rural development.

4. Does the proposed development fail to adequately protect adjacent agricultural areas?

No, the A/RR designation supports agricultural activities and rural residential uses, which are compatible with adjacent agricultural lands.

5. Could the proposed amendment fail to maximize existing public facilities and services?

No, the A/RR designation anticipates lower service demands than more intensive land use categories. The amendment does not create additional strain on existing public facilities and is consistent with rural service levels.

6. Could the proposed amendment fail to minimize the need for future public facilities and services?

No, rural residential development generates less demand for public infrastructure than urban classifications.

7. Will the proposed amendment allow development patterns that will disproportionately increase the cost of providing public facilities and services?

No, development under A/RR is expected to occur at low density, consistent with rural service standards. The amendment does not introduce urban infrastructure expectations that would disproportionately increase service costs.

8. Does the proposed amendment fail to provide clear separation between urban and rural uses?

No, the A/RR designation reinforces the rural character of the area and maintains separation from urban land use categories.

9. Will the proposed amendment discourage infill development or redevelopment of existing neighborhoods?

The site will maintain a rural land use designation. It is in an area not intended for infill.

10. Does the proposed amendment fail to encourage an attractive and functional mixture of land uses?

No, the A/RR designation supports a compatible mix of rural residential and agricultural uses appropriate to the area's character.

11. Could the proposed amendment result in poor accessibility among linked or related land uses?

No, rural residential and agricultural uses are compatible. The amendment does not disrupt existing or planned patterns.

12. As a result of approval of this amendment, how much open space will be lost?

The change from Phosphate Mining to Agriculture/Residential Rural maintains or increases the likelihood of open space preservation. Agricultural and rural residential uses typically retain significant open space compared to mining or more intensive land uses.

LDCPAS-2026-4 - Fort Groves CPA

Menu Reports Help

Application Name: Fort Groves CPA

File Date: 01/30/2026

Application Type: BOCC-CPA Small

Application Status: Approved for Hearing

Application Comments:

View ID	Comment	Date

Description of Work: County initiated land use change from PM to A/RR

Application Detail: Detail

Address: 4070 OLD BOWLING GREEN RD, FORT MEADE, FL 33841

Parcel No: 253217486950000070

Owner Name: FORT GROVES INC

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
Polk County BoCC	Polk County BoCC	Engineer	Mailing, 330 W. Church...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $4,608.00

Total Fee Invoiced: $4,608.00

Balance: $4,608.00

Custom Fields: **LD_GEN_PUB**

PUBLIC HEARINGS

Development Type
Board of County Commissioners

Application Type
CPA Small Scale Or EAR

Brownfields Request
_

Affordable Housing

GENERAL INFORMATION

Expedited Review

Number of Lots
_

Will This Project Be Phased

Acreage
39

DRC Meeting
03/05/2026

DRC Meeting Time
11:15 AM

Rescheduled DRC Meeting
_

Rescheduled DRC Meeting Time
_

Green Swamp
No

Number of Units
_

Case File Number
_

Is this Polk County Utilities

Is this Application a result of a Code Violation
No

One Year Extension
_

FS 119 Status
Non-Exempt

Code Violation Case Number
_

ADVERTISING

Legal Advertising Date
_

BOCC1 Advertising Date
_

BOCC2 Advertising Date
_

Advertising Board
Board of County Commissioners

MEETING DATES

Community Meeting
_

Planning Commission Date
05/06/2026

Land Use Hearing Officer 3
_

1st BOCC Date
06/16/2026

2nd BOCC Date
_

LUHO-Level 3
_

HEARING

PC Hearing Results
_

PC Vote Tally
_

BOCC 1st Hearing Results

BOCC 1st Vote Tally

BOCC 2nd Hearing Results

BOCC 2nd Vote Tally

FINAL LETTER

Denovo Appeal

Denovo Results

Denovo Tally

LD_GEN_PUB_EDL

Opening DigEplan List...

DigEplan Document List

Open

PLAN REVIEW FIELDS

TMPRecordID	DocumentGroupforDPC	RequiredDocumentTypes
POLKCO-REC26-00000-003RT	DIGITAL PROJECTS LD	
RequiredDocumentTypesComplete	**AdditionalDocumentTypes**	**Activate DPC**
No	Applications,AutoCad File,Binding Site Plans (PDs and CUs),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion	Yes
Activate FSA	**DigitalSigCheck**	
Yes	Yes	

SELECTED AREA PLANS

Selected Area Plans

LAND USE

Selected Area Plan **LU Code**

DEVELOPMENT AREA

Development Area

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board	Number of Boards (Number)	Number of Mailers (Number)	Date Mailed	Date Posted	NOR
PC	3				
BOCC 1	3				

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	01/30/2026	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Not Required	02/12/2026	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	02/02/2026	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	02/03/2026	Kim Turner
Planning Review	Aleya Inglima	Approve	02/13/2026	Aleya Inglima
School Board Review	School District	Not Required	02/16/2026	School District
Review Consolidation	Lyndsay Rathke	Approved for...	02/16/2026	Lyndsay Rathke
Staff Report				
Public Notice				
Planning Commision				
BOCC Hearing				
Final Letter				
DEO Review				
Second BOCC Hearing				
Archive				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

Agenda Item N.8. 6/16/2026

SUBJECT

Public Hearing (LDCT-2026-3 Recreational Use Easements) (Adoption Hearing) to amending Chapter 3, Conditional Uses, Section 303, Criteria for Conditional Uses for High Intensity Recreation to allow access via easement for firearms ranges; providing for severability. (No Fiscal Impact)

DESCRIPTION

This is an applicant-initiated request for an LDC text amendment to Chapter 3, Conditional Uses, Section 303, Criteria for Conditional Uses for High Intensity Recreation to allow access via easement for firearms ranges. State law requires one Planning Commission hearing, which was held on May 6, 2026, with a recommendation for approval by a 7:0 vote.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted. This is the second of the two hearings.

RECOMMENDATION

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>

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	March 5, 2025	**Level of Review:**	4
PC Date:	May 6, 2026	**Type:**	LDC Text Amendment
BoCC Date:	June 6, 2026 June 16, 2026	**Case Numbers:**	LDCT-2026-3
		Case Name:	Firearms Range Access
Applicant:	Tom Wodrich AICP TDW Land Planning	**Case Planner:**	Erik Peterson, AICP

Request:	An LDC text amendment to Chapter 3, Conditional Uses, Section 303, Criteria for Conditional Uses for High Intensity Recreation to allow access via easement for firearms ranges; providing for severability; providing an effective date.
Location:	n/a
Property Owner:	n/a
Parcel Size (Number):	n/a
Development Area:	n/a
Nearest Municipality:	n/a
DRC Recommendation:	Approval
Planning Commission Vote:	Approval 7-0

The changes to Chapter 3, Section 303, High Intensity Recreation are:

- Provide firearms ranges with the option of accessing the range via easement if:
  - ✓ The easement has a minimum width of 20 feet;
  - ✓ The easement does not exceed 0.50 miles (2,640 feet) in length from the nearest paved road;
  - ✓ The construction of the easement provides sufficient ingress and egress for fire trucks, ambulances, and police vehicles;
  - ✓ The firearms range serves no more than 50 daily attendees; and,
  - ✓ The easement is supported by the joinder and maintenance agreement with, and consent of, all fee simple 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.

Summary:

High Intensity Recreation includes facilities that host events with greater than 250 people in attendance, discharge firearms, or have lighting for nighttime activities. Heavily attended events and facilities with nighttime lighting have a use volume that warrant the minimum 50 feet of paved public road frontage required in Section 303 of the Land Development Code (LDC). However, low-volume firearms ranges may be better placed in locations farther from paved roadways. This seclusion enables them to be placed in more remote sites with greater noise reduction capabilities.

Polk County maintains over 3,000 miles of public roadways. Most are paved, but not all of them. While the state and cities also maintain a significant amount of paved public roadways, the combined amount of paved public roads in the County does not provide enough frontage to all 2,010 square miles of the County. This amendment request will increase the potential uses of properties without public road frontage.

Data and Analysis Summary

Staff have reviewed the Florida Statutes, Florida Administrative Code, Polk County Comprehensive Plan, the LDC, and the Code of Ordinances and found no violations of policy or inconsistencies with the request. Staff have reviewed a number of adjacent and similar jurisdictions for regulations regarding high intensity recreational uses and firearms ranges. In the survey, most jurisdictions used the conditional use process to address access requirements rather than one policy applying to all recreational uses. Staff researched past regulatory history and performed a benefit cost analysis of the amendment request.

This amendment applies to High Intensity Recreation in the Green Swamp Area of Critical State Concern. Florida Commerce requires a 45-day review on all policy changes affecting development in the Green Swamp Area of Critical State Concern regardless of whether it has a direct relationship to the primary purpose of the Critical Area, which is aquifer recharge and protection.

Findings of Fact

1. *The request is a Land Development Code text amendment to Section 303, Criteria for Conditional Uses for High Intensity Recreation to allow access via easement for firearms ranges.*

2. *This amendment applies to multiple residential and non-residential Future Land Use Map designations including those in the Green Swamp Area of Critical State Concern.*

3. *POLICY 2.125-E1: COMMUNITY FACILITIES' PERMITTED USES of the Comprehensive Plan states "Community Facilities shall be allowed in all land use classifications, unless specifically prohibited elsewhere in this Comprehensive Plan, as a conditional use subject to the location and development controls established in Policy 2.125-E2 and as further regulated by the Land Development Code." Among the types of community facilities listed in the policy are Type E facilities which are "all types of recreation activities and associated infrastructure."*

4. *POLICY 2.125-E2: COMMUNITY FACILITIES' DEVELOPMENT CONTROLS of the Comprehensive Plan states that "Type E facilities may be permitted in all Future Land Use designations in accordance with the policies of this plan and the Land Development Code in accordance with Section 163.3201(1), F.S."*

5. *POLICY 2.117-A1: CHARACTERISTICS states that "Recreation and Open Space (ROS) areas are primarily sites and facilities which are accessible to the general public, and which are oriented toward providing recreation services for the resident and the short and long-term visitor to Polk County. A recreational activity included within recreation and open space areas may be motorized, **allow for the discharge of firearms**, accommodate nighttime use, and produce large crowds at events. Retail sales are limited to concessions at events or to enhance the quality of the recreation experience onsite unless combined with commercially designated lands.*

6. *POLICY 2.128-C2 of the Comprehensive Plan states that "All tracts of land to be developed for non-residential or residential purposes shall have legal access to a paved public road. Non-residential development shall have direct frontage on a paved public road except as otherwise provided herein. Non-residential and multi-family residential developments may gain access to a paved public road through a county approved, private internal service road. Residential development may gain access to a paved public road via a public or private road meeting County standards or via a legally established easement as prescribed in the Land Development Code."*

7. *POLICY 2.128-C3 of the Comprehensive Plan states that "All tracts of land to be developed for non-residential and residential purposes shall have sufficient ingress and egress for fire trucks, ambulances, police cars and other emergency vehicles."*

8. *LDC Section 303 states "All High Intensity Recreation Facilities shall comply with all applicable standards and all of the following conditions:*

   In addition to the applicable district regulations in Table 2.2, the following standards shall apply:

   1. *All outdoor lighting shall be directional and shall not directly radiate onto adjacent properties.*
   2. *All structures and associated activities located in or adjacent to residential districts shall be limited to operation from 7:00 a.m. to 10:00 p.m.*
   3. *All access points shall have at a minimum 50 feet of road frontage on a paved public road.*
   4. *Buildings or structures used for or in connection with any such use shall be located at a minimum of fifty feet from adjoining property which is in a residential district.*

5. *Off street parking or loading spaces shall be located at a minimum of fifty feet from adjoining property which is in a residential district.*
6. *Any proposal for a recreational facility in a location that will render a legal use nonconforming shall require a Level 3 Review.*
7. *Food and retail sales shall be limited to concessions during events. Continual food or retail sales or services provided at High Intensity Recreation Facilities shall require a Level 4 Review. During the Review the Board shall determine that the activity meets the following criteria:a.The activity is clearly subordinate and incidental to the primary recreational use; and,b.The activity is directly related to the performance of the recreational activity.*
8. *Alcohol sales shall be limited to One, Two or Three Day Permits (ODP or SODP), no more than three (3) times per year per location (at the time of adoption, this license was referenced to Section 561.422 F.S).*
9. *RV Camping shall be limited to 10% of the facility and restricted to stays of 30 days or less.*
10. *The required number of parking spaces shall be determined by DRC during Level 2 Review using the following information provided by the applicant:*
    a. *Average daily attendance,*
    b. *Maximum peak event attendance; and,*
    c. *Off-site parking alternatives.*

9. *Chapter 10 of the LDC defines a High Intensity Recreational Facility as "All types of sports venues such as ball fields, courts, and tournament grounds with attendance that may exceed 250 for any event, allow for the discharge of firearms, or with lighting for night-time use by the public. Limited concessions may be permitted, but no permanent alcohol sales. This does not include an Event Facility or Outdoor Concert Venue use."*

Development Review Committee Recommendation:

The Land Development Division, based on the information provided with the proposed text amendment application, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommend **APPROVAL** of LDCT-2025-10.

Planning Commission Recommendation:

*At an advertised public hearing on May 6, 2026, the Planning Commission reviewed the ordinance and **voted 7-0** to recommend **APPROVAL** to the Board of County Commissioners.*

Analysis

Introduction

High Intensity Recreational uses require paved or public road frontage for two primary reasons, public safety and periodic heavy traffic volumes. This is because it is for recreational facilities that serve crowds above 250 people or have lighting for nighttime competitions. While the discharge of firearms has the perception of needing direct public safety access, in practice the demand is low. The analysis to follow demonstrates that relaxing the access requirements for small firearms ranges enhances public welfare while minimizing potential public risk.

Recommended Changes

The current Criteria for Conditional Uses in Section 303 under High Intensity Recreation requires all access points to "have a minimum 50 feet of frontage on a paved public road." This amendment exempts firearms ranges from this requirement if:

- ✓ The easement has a minimum width of 20 feet;

- ✓ The **easement does not exceed 0.50 miles** (2,640 feet) in length from the nearest paved road;
- ✓ The construction of the **easement provides sufficient ingress and egress for fire trucks, ambulances, and police vehicles**;
- ✓ The firearms range serves **no more than 50 daily attendees**; and,
- ✓ The easement is supported by the joinder and maintenance agreement with, and consent of, all fee simple 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.

The standards that maintain the most assurance that minimize potential risks to the public are the length of the easement, the limits to those served by it, and the assurance that the access is sufficient for public safety services.

Benefit-cost Analysis of the Amendment

Staff find that the benefits of approving this amendment far outweigh the potential harm to the public or businesses. While some potential risk is increased, more risks and adverse impacts are decreased. Under no circumstances will this amendment directly increase the cost of development.

Who does it help?

Firearms ranges can have loud and sporadic noises that disturb the comfort of surrounding inhabitants and enjoyment of public spaces. The best locations are those far away from land that is commonly used by people. Requiring public road frontage forces these uses to locate closer to places of public interaction. This amendment provides the ability to find more remote locations for small firearms ranges to avoid disturbing residences or businesses. There is also risk avoidance in range design when they can be located farther from public roadways. The farther the firearms range is located from a public road, the less likely that ricochet fire and gunshot noises can cause potential harm to passing motorists.

Who does it hurt?

The concern for allowing High Intensity Recreational uses to be accessed solely via an easement is primarily public safety. Firearms usage has higher potential for needing fast emergency response than typical recreational activities if an accident occurs. However, the risk of such an occurrence is low, especially in smaller groups. This amendment requires public safety staff approval of an unpaved access, and it limits the easement length. It also limits the number of daily attendees to further minimize potential risks.

What is the cost?

This amendment reduces the cost of providing a small firearms range. It lessens the barriers to clubs, entrepreneurs, and proprietors by increasing the amount of potential firearms range sites. Properties without direct roadway frontage are typically less expensive on a per acre basis than those with direct roadway frontage. Also, there are more lands in rural areas that are without paved road frontage that are better for locating firearms ranges than in urban areas.

Regulatory History

Firearms ranges are not specifically referenced under the land use regulations prior to the adoption of the LDC in 2000. Most firearms ranges were considered under the definition of a Club which was "*buildings or facilities owned or operated by a person, corporation, partnership, or other legal entity for social, educational, or recreational purpose - - but not primarily for profit or to render service which is customarily carried on as a business*." These were listed under conditional uses in the Rural Conservation districts (RC, RC-2, RC-5) in the zoning ordinance which required Zoning Advisory Board (ZAB) review and Board of County Commissioners approval. Through the conditional use review process, access requirements could be conditions of approval.

Limits of the Proposed Ordinance

This amendment applies to all Future Land Use Map designations in the unincorporated area of Polk County that allow High Intensity Recreation as a conditional use at all levels of review (C1 through C4). In Agricultural Residential Rural (A/RR), Phosphate Mining (PM), and all the residential districts, High Intensity Recreation is a Level 3 Review (Planning Commission approval). It is a Level 1 administrative review in Tourism Commercial Center (TCC), Leisure/Recreation, Institutional (INST-1 & INST-2), and Recreation/Open Space (ROS). It is the same for these districts in the Green Swamp Area of Critical State Concern. Therefore, this amendment will require state review.

Florida Commerce requires a 45-day review on all policy changes affecting development in the Green Swamp Area of Critical State Concern regardless of whether it has a direct relationship to the primary purpose of the Critical Area, which is aquifer recharge and protection. Therefore, this request will be reviewed by the Florida Commerce Community Planning Department Areas of Critical State Concern Program. Staff believe that this amendment will have no impact on the Critical Area since it allows High Intensity Recreation and access is not a factor in aquifer protection.

Comparisons to other Jurisdictions

Staff survey counties along the I-4 corridor for regulatory comparisons because they are most closely similar to Polk. Some of the abutting counties are also reviewed along with the two largest cities within the County (Lakeland and Winter Haven). Alachua and Duval counties are included in the survey because of similar demographic and urban-rural mixtures to Polk County. This method of selection creates a survey of 14 total local jurisdictions. Through this survey, staff found that direct road frontage for recreation facilities does not coincide. Direct public road frontage is not a necessity based on the type of use rather the volume of attendants and the construction of the access was typically the standard. In most jurisdictions, firearms ranges were conditional uses requiring approval of a public body. Most often the elected officials. In these situations, access requirements come through the nature of the request. Also, when it comes to firearms ranges, it was more important to locate them either in very rural districts or heavy commercial and industrial. The following table displays the results of the survey.

Table 1

Jurisdiction *(Code citation)*	**How are firearms ranges addressed?**	**What uses are permitted with access solely via easement.**	**Are there other requirements firearms ranges**
Alachua County *Sections 404.64, 407.76*	Outdoor recreation	Up to nine single-family residential lots in rural areas.	•5-acre minimum size •Commercial uses shall be limited to payment for rental of equipment and for use of facilities, and retail sales of goods related to the activity on site.
Brevard County *Sections 62-1831.4, 62-102*	Included under civic, philanthropic or fraternal organizations,	a lot or parcel, which was created prior to January 1, 2011	Gun clubs (trap and skeet): 30 acres per shooting area, having a 900-foot radius from the center of the shooting

Table 1

Jurisdiction *(Code citation)*	How are firearms ranges addressed?	What uses are permitted with access solely via easement.	Are there other requirements firearms ranges
	including art galleries. Permitted in Tourist Commercial and Institutional districts		area measured in the shape of a half circle.
Duval County *Section 656.331, 656.334, 656.407, 656.408*	Special Exception in Agriculture districts, Permitted in Recreation and Open Space districts (public)	Only in agriculture districts or as a secondary access in the same district.	Sale and service of alcoholic beverages for on-premises or off-premises consumption in conjunction with a permitted or permissible use by exception.
Hardee County *Sec. 2.04.01, 14.02.31, 5.12.02.11*	Commercial Outdoor Recreation Public Outdoor Recreation	35-feet minimum easement width and the Fire Marshal Inspector shall have the authority to require fire department access be provided to all new development,	No outdoor commercial recreation facility shall be located within 300 feet of any existing residences.
Highlands County *Section 12.05.200, 12.05.283, 12.05. 252*	Only in AU Agricultural, A-1 Airport, and I-2 Industrial districts with special exception	Non-residential	No
Hillsborough County *Section 6.03.01, 6.11.41*	Outdoor Firing Range Only in Agricultural and Manufacturing districts.	a minimum easement width of 50 feet for a roadway access or, for driveways, the minimum width of a two-way driveway is required.	20-acre minimum 15-foot berm 1,000 feet from residential zoning
Lake County *Appendix E*	Not addressed	Minor Lot Splits and Family Density Exception	No
Manatee County *Section 531.41*	Shooting Range Rural Recreation Special use permit in Agricultural districts only.	Anything platted.	Minimum 70 acres earthen berm or masonry fence (minimum six (6) feet high)
Orange County *Sections 38-77*	Not addressed	All development.	No
Osceola County *Chapter 3, Article 3.4.4*	Gun Range (Outdoor) Only in agriculture outside urban service boundary and Industrial IN and IG districts	All development.	No.
Seminole County *Sec. 30.9.8*	Gun Club	All development.	The Board of County Commissioners shall not place any restriction or condition on a gun club
Volusia County *Section 72-2*	Outdoor entertainment and recreational uses and structures	Commercial, industrial and multifamily	No.
City of Lakeland *Article 2, Sec. 2.6 Article 4, Sec. 4.11*	Outdoor Gun Ranges Conditional uses in Commercial C-2, C-4, C-5 and all Industrial Districts	All non-single family residential development.	No.
City of Winter Haven *Sec. 21-531, 21-191*	Outdoor Commercial Recreation Commercial C-3 and C-4, I-1	All land subdivisions must have 20 feet of public road frontage	No.

The data gathered in the survey supports the assertion that access for lower volume uses can be provided via easement rather than mandating an arbitrary condition of ownership over purpose. There were also a few jurisdictions that steered away from any regulations of firearms practices.

Consistency with the Comprehensive Plan

The request is consistent with the Comprehensive Plan's requirements for roadway access. POLICY 2.128-C2 of the Comprehensive Plan states that "*Non-residential development shall have direct frontage on a paved public road except as otherwise provided herein. Non-residential and multi-family residential developments may gain access to a paved public road through a county approved, private internal service road*." This request allows firearms ranges serving 50 or fewer daily attendees to utilize "*a county approved, private internal service road*" as primary access. POLICY 2.128-C3 of the Comprehensive Plan states that "*All tracts of land to be developed for non-residential and residential purposes shall have sufficient ingress and egress for fire trucks, ambulances, police cars and other emergency vehicles*." This amendment requires the construction of an access easement that provides sufficient ingress and egress for fire trucks, ambulances, and police vehicles. The request is also consistent with policies addressing the locations for recreational facilities in POLICIES 2.125-E1 and E2 along with POLICY 2.117-A1.

Consistency with the Florida Statutes

The Florida Statutes 790.15(4) states that it is a first-degree misdemeanor to discharge a firearm in areas where the residential density or zoning district allows one or more units per acre. This is why it is essential to locate firearms ranges in more remote areas away from population. In rural areas, there are often fewer properties with direct frontage on a paved road.

Comments from Other Agencies: Input into the review of this ordinance was provided by Polk Fire Marshal's Office.

Draft Ordinance: under separate attachment

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS, POLK COUNTY, FLORIDA, LAND DEVELOPMENT CODE AMENDMENT LDCT-2026-3, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, AMENDING CHAPTER 3, CONDITIONAL USES, SECTION 303, CRITERIA FOR CONDITIONAL USES FOR HIGH INTENSITY RECREATION TO ALLOW ACCESS VIA EASEMENT FOR FIREARMS RANGES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Local Government Comprehensive Plan and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt Land Development Regulations consistent with the Polk County Comprehensive Plan; and

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

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

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

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

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on May 6, 2026; and

WHEREAS the proposed text amendment to the Polk County Land Development Code is intended to firearms ranges on properties with access only via easement in a limited manner; and

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

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

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

SECTION 1: FINDINGS The findings set forth in the recitals to this Ordinance are true and correct and hereby adopted. In addition, the Board hereby adopts and incorporates herein the staff report and makes the following findings based upon the staff report, testimony, and exhibits presented during the hearing:

a) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on May 6, 2026, to consider the LDC text amendment contained within the Application and found it to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC text amendment contained within the Application.

b) Pursuant to Section 907.D.10 of the LDC, the Board shall, in the review of the Application, consider the following factors:

   a. Whether the proposed text amendment is consistent with all relevant requirements of the Code;
   b. Whether the proposed text amendment is consistent with all applicable policies of the Comprehensive Plan; and
   c. Any other matter which the BoCC may deem appropriate and relevant to the text amendment proposal.

c) The Application is consistent with all relevant requirements of the Comprehensive Plan.

d) The Application is consistent with all relevant requirements of the LDC, including without limitation, Section 907.

SECTION 2: Chapter 3, Conditional Uses, Section 303, Criteria for Conditional Uses, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to change the following sub-sections:

Section 303 - Criteria for Conditional Uses

The following land uses are conditional uses and are arranged in alphabetical order for presentation purposes.

…

Recreation, High Intensity *(Revised 10/2/12 - Ord. 12-030; 5/20/09 - Ord. 09-023; 11/27/02 - Ord. 02-83)*

All High Intensity Recreation Facilities shall comply with all applicable standards and all of the following conditions:

In addition to the applicable district regulations in Table 2.2, the following standards shall apply:

1. All outdoor lighting shall be directional and shall not directly radiate onto adjacent properties.
2. All structures and associated activities located in or adjacent to residential districts shall be limited to operation from 7:00 a.m. to 10:00 p.m.
3. All ~~access points~~ high intensity recreation facilities shall have at a minimum 50 feet of road frontage on a paved public road. For firearms ranges without frontage on a

paved road meeting County standards, access shall be allowed via an easement provided the following conditions are met:

a. The easement has a minimum width of 20 feet;
b. The easement does not exceed 0.50 miles (2,640 feet) in length from the nearest paved road;
c. The construction of the easement provides sufficient ingress and egress for fire trucks, ambulances, and police vehicles;
d. The firearms range serves no more than 50 daily attendees; and,
e. The easement is supported by the joinder and maintenance agreement with, and consent of, all fee simple 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.

4. Buildings or structures used for or in connection with any such use shall be located at a minimum of fifty feet from adjoining property which is in a residential district.
5. Off street parking or loading spaces shall be located at a minimum of fifty feet from adjoining property which is in a residential district.
6. Any proposal for a recreational facility in a location that will render a legal use nonconforming shall require a Level 3 Review.
7. Food and retail sales shall be limited to concessions during events. Continual food or retail sales or services provided at High Intensity Recreation Facilities shall require a Level 4 Review. During the Review the Board shall determine that the activity meets the following criteria:
   a. The activity is clearly subordinate and incidental to the primary recreational use; and,
   b. The activity is directly related to the performance of the recreational activity.
8. Alcohol sales shall be limited to One, Two or Three Day Permits (ODP or SODP), no more than three (3) times per year per location (at the time of adoption, this license was referenced to Section 561.422 F.S).
9. RV Camping shall be limited to 10% of the facility and restricted to stays of 30 days or less.
10. The required number of parking spaces shall be determined by DRC during Level 2 Review using the following information provided by the applicant:
    a. Average daily attendance,
    b. Maximum peak event attendance; and,
    c. Off-site parking alternatives.

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 become effective upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA this _____ day of _____, 2026.

LDCT-2026-3 - Recreational Use Easements

Menu Reports Help

Application Name: Recreational Use Easements

File Date: 02/06/2026

Application Type: BOCC-LDC Text Change

Application Status: Revisions Required

Application Comments:

View ID	Comment	Date

Description of Work: This is a text amendment to the Land Development Code to allow certain recreational activities to have access via easements subject to meeting a list of criteria.

Application Detail: Detail

Address: 330 W CHURCH ST, BARTOW, FL 33830

Parcel No: 253006393000000172

Owner Name: POLK COUNTY

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
Tom Wodrich, AICP, TDW...		Engineer	Mailing, 218 E. Pine S...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $5,434.00

Total Fee Invoiced: $5,434.00

Balance: $0.00

Custom Fields: **LD_PUBL_HEAR**

PUBLIC HEARINGS

Development Type
Board of County Commissioners

Application Type
LDC Text Amendment

Variance Type
–

Brownfields Request
–

Affordable Housing

GENERAL INFORMATION

Expedited Review

Number of Lots
–

Will This Project Be Phased

Acreage
0

DRC Meeting
03/05/2026

DRC Meeting Time
possibly 11:30 AM

Rescheduled DRC Meeting
–

Rescheduled DRC Meeting Time
–

Number of Units
–

Green Swamp
No

Is this Polk County Utilities

Case File Number
–

FS 119 Status
Exempt

One Year Extension
–

ADVERTISING

Legal Advertising Date
–

BOCC1 Advertising Date
–

BOCC2 Advertising Date
–

Advertising Board
Board of County Commissioners

MEETING DATES

Community Meeting
–

Planning Commission Date
05/06/2026

BOA Hearing Date
–

1st BOCC Date
06/02/2026

2nd BOCC Date
06/16/2026

HEARING

PC Hearing Results
–

PC Vote Tally
–

BOCC 1st Hearing Results
–

BOCC 1st Vote Tally
–

BOCC 2nd Hearing Results
–

BOCC 2nd Vote Tally
–

FINAL LETTER

Denovo Appeal
–

Denovo Results
–

Denovo Tally
–

LD_PUBL_HEAR_EDL

Opening DigEplan List...

DigEplan Document List
–

PLAN REVIEW FIELDS

TMPRecordID
POLKCO-26EST-00000-06785

DocumentGroupforDPC
DIGITAL PROJECTS LD

RequiredDocumentTypes
–

RequiredDocumentTypesComplete
Yes

AdditionalDocumentTypes
Applications,AutoCad File,Binding Site Plans (PDs and CUs),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion

Activate DPC
Yes

Activate FSA
Yes

DigitalSigCheck
Yes

PLAN UPLOAD ACKNOWLEDGEMENT

Upload Plans Acknowledgement
√

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board **Number of Boards** (Number) **Number of Mailers** (Number) **Date Mailed** **Date Posted** **NOR**

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	02/07/2026	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Not Required	02/23/2026	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	02/16/2026	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	02/11/2026	Kim Turner
Planning Review	Erik Peterson	Resubmittal ...	02/20/2026	Erik Peterson
School Board Review	School District	Not Required	02/10/2026	School District
Review Consolidation	Lyndsay Rathke	Resubmittal ...	02/26/2026	Lyndsay Rathke
Public Notice				
Staff Report				
Planning Commision				
BOCC Hearing				
Final Letter				
DEO Review				
Second BOCC Hearing				
Archive				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

LDCT-2026-3: Text Amendment Justification

This is a text amendment to the Land Development Code for Recreation, High Intensity, to allow certain recreational activities to have access via easements subject to meeting a list of criteria. This is for the types of uses that are, by their nature, dependent upon the rural/wild/remote/natural setting and are best functioning when there are few urban improvements and impediments. For example, hunting and wildlife interactions when vehicles can travel at higher speeds down a paved road. Even the paving of the road itself creates a permanent negative impact on the land, severing wildlife habitats and putting wildlife at greater risk.

In addition to the environmental impacts that are incongruent with these types of uses, the cost of paving deep into the woods is a substantial financial burden, and is cost prohibitive in most cases because of the low financial return from uses like ropes training courses, retreat areas, shooting clubs, primitive campgrounds, hunting areas and similar uses. The uses that are under consideration for this text amendment are limited by the revised text language to those groups or classes with lower daily volumes of people (and traffic) that also depend upon being as remote as possible. For some of the allowable uses in Recreation, High Intensity, the use itself requires them to be far away from public access and exposure due to gun fire.

Requiring road frontage or mandating access on a County paved road over a private road (built to County standards) doesn't ensure the actual recreational use will begin at the road's edge or be any more suitable for public safety access just because they meet that road frontage standard. The Flaming Arrow Boy Scout Camp's pavement stops over 0.50 miles away from the camp activities. Unpaved access (and often via easement) for emergency vehicles and the visitors is more than adequate, and most often preferred. The value and purpose of these types of Recreational uses is greatly enhanced by the remote, lower impact natural setting that engulf them, and limiting pavement and other urban characteristics is the contrast from daily life that people expect when visiting these areas.

The low traffic generation and infrequency of use that characterize these access drives also contributes to them not being financially feasible to pave for their longer distances. The better solution is to have a stabilized road surface that is sufficient for emergency service vehicle access, similar to what the County and State have done with some of their recreational areas. For example, some of the original Van Fleet Trailheads (Deen Still and Green Pond Road trailheads) were built on open grade mix or unpaved roads, and most of the Teneroc Recreation Area and Hilochee Wildlife Management Areas are accessed via unpaved roads.

This text amendment continues to support the Land Development Code and Comprehensive Plan intents to provide safe access, and it proposes to allow a lower-impact types of access for a limited array of uses that can meet a narrow set of criteria. These types of uses are low traffic volume generators, often with private access that reach far back into the wilderness in order to maintain the natural, wild, and open habitat that are at their foundation and support their purpose.

Proposed Text:

Amending Section 303 – Recreation, High Intensity, #3:

Current text:

3. All access points shall have at a minimum 50 feet of road frontage on a paved public road.

Proposed text:

3. All ***development sites*** ~~*access points*~~ *shall have at a minimum 50 feet of road frontage on a paved* ~~*public*~~ *road* ***meeting County standards. For lots without frontage on a paved road meeting County standards, access shall be provided to the development site meeting the following criteria:***
a. Have a minimum width of 20 feet;
b. Not exceed 0.50 miles (2,640 feet) in length from the nearest paved road without a waiver approved by the Planning Commission pursuant to LDC Section 932;
c. Provide for sufficient ingress and egress for fire trucks, ambulances, police cars and emergency vehicles;
d. Have no more than 50 Average Annual Daily Trips (AADT);
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; and,
f. Be subject to a Level 1 Review and be provided written approval of same prior to obtaining a building permit.

Polk County

Board of County Commissioners

Agenda Item N.9. 6/16/2026

SUBJECT

Public Hearing (LDCT-2026-8 ATMs & Vending Machines) (Adoption Hearing) to consider the adoption of an ordinance amending the Land Development Code to add standards and definitions for stand-alone vending machines and automated teller machines. (No Fiscal Impact)

DESCRIPTION

This is a County-initiated LDC Text Amendment request to Chapter 2, Section 214, to add standards for stand-alone vending machines and automated teller machines; and Chapter 10, Definitions, to add definitions. State law requires one Planning Commission hearing, which was held on May 6, 2026, with a recommendation for approval by a 5:0 vote.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted. This is the second of the two hearings.

RECOMMENDATION

Approve

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Ian Nance, Principal Planner

Land Development Division

(863) 534-7621

ivannance@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	April 16, 2026	**Level of Review:**	Level 4 Review
PC Date:	May 6, 2026	**Type:**	LDC Text Amendment
BoCC Date:	June 2, 2026 June 16, 2026	**Case Numbers:** **Case Name:**	LDCT-2026-8 ATMs & Vending Machines
Applicant:	Polk County	**Case Planner:**	Ian Nance

Request:	A County-initiated LDC Text Amendment to add standards and definitions for stand-alone vending machines and automated teller machines.
DRC Recommendation:	Approval
Planning Commission Vote:	Approve 5-0

Among the changes to Chapter 2:

- Add Section 214 to provide standards for stand-alone ATMs and Vending Machines. Standards provide for location criteria, level of review, setbacks, the use of drive-thru facilities, and limitations to the size of these machines.

- Provides a clause to remove inoperable machines.

Among the Changes to Chapter 10, Definitions:

- Adding definition for “Automated Teller Machine, Drive-thru & Stand-Alone.”

- Adding definition for “Vending Machine, Stand-alone”.

Summary:

The Land Development Code (LDC) does not have standards pertaining to stand-alone ATMs or vending machines. A drive-thru & stand-alone ATM is a self-service banking terminal designed for customers to perform financial transactions from their vehicles without visiting a bank branch, while a stand-alone vending machine is a drive-up, automated kiosk designed to sell and dispense products, such as ice and/or water, directly to consumers without the need for an onsite salesperson or cashier.

Stand-alone vending has become popular in recent years for their convenience, especially in the case of ice and water vending. They typically utilize unused parking in large retail plazas for easy access for motorists. Stand-alone and drive-thru ATMs, on the other hand, fill a need as financial institutions downsize. As a "stand-alone" unit, both operate independently of other structures, requiring only a standard electrical connection for County permitting purposes.

Neither use fits the category of traditional accessory uses or structures, as they are not always related to the primary use on a site. As such, and without written criteria, the Building and Land Development divisions have had difficulty consistently directing applicants to the correct standards. Currently, they are being processed as new commercial applications through Building and are permitted with acknowledgment from Land Development on whether a Level 2 Review is required for issuance of a permit.

This amendment will formalize this process while providing necessary criteria for location and levels of approval; setbacks and variances; drive-thru facilities; and limitations, including size of the machine, and impacts on parking spaces and vehicular travel within a parking lot. Finally, this amendment will require inoperable machines to be removed or replaced in a timely manner.

Ultimately, while this amendment will add regulations to the LDC, provisions within this ordinance will provide for lessened restrictions, such as with setbacks, and provide clear paths for permitting for both applicants and County staff.

Relevant Sections, Policies, and/or Regulations to Consider:

LDC Table 2.1 Use Table
LDC Section 206 Accessory Uses
LDC Section 303 Conditional Use Criteria
LDC Chapter 4 Special Districts Use Tables
LDC Chapter 5 Green Swamp Area of Critical State Concern
LDC Section 708 Parking Space Requirements
LDC Chapter 10 Definitions

Findings of Fact

- *A County-initiated LDC Text Amendment to add Section 214, Stand-alone ATMs & Vending Machines, to Chapter 2 for standards and definitions for stand-alone vending machines and automated teller machines.*

- *LDC Chapter 10 defines Structure as, "Any building, sign, wall, fence, or similar physical obstruction placed or erected with or without footers or foundation including all other man-made facilities or infrastructures placed upon a piece of property for any purpose."*

- *LDC Chapter 10 defines Accessory Structure as, "A structure, which is customarily associated with, subordinate in size and incidental in use to the principal structure and located on the same site."*

- *LDC Chapter 10 defines Accessory Use as, "A use which:*

    1. *Is clearly incidental to, customarily found in association with, and serves a principal use;*

    2. *Is subordinate in purpose, area, and extent to the principal use served;*

3. *Is located on the same lot as the principal use, or on an adjoining lot in the same ownership as that of the principal use; and*

4. *Is not the principal use."*

- *Ice and water vending machines in Florida are regulated primarily by the Florida Department of Agriculture and Consumer Services.*

- *LDC Section 912 allows any property owner, BoCC, or agency to apply to the Department to amend the text of this Code, the text of the Comprehensive Plan, or the Future Land Use Map Series (FLUMS) in compliance with procedures prescribed by the Department.*

- *This application has been reviewed for consistency with applicable Comprehensive Plan and LDC policies.*

The Land Development Division, based on the information provided with the proposed text amendment application, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommends **Approval of LDCT-2026-28.**

Analysis:

It is critical within this amendment to differentiate and define what a stand-alone ATM or vending machine is apart from what might otherwise be considered. These are isolated conveniences typically sited within a developed non-residential development, apart from a primary structure, and which encourage drive-up or drive-thru designs. For ATMs, these are not units found within a gas station, attached to the front of a grocery store, or within a bank drive-thru. Stand-alone vending machines are larger in scale to those that dispense sodas or snacks on the outside of a building. They are retail uses but are un-manned and require little infrastructure aside from a water line (for ice and water vending), electricity, and the use of a couple parking spaces.

Currently, no guidance is provided for applicants or staff for permitting these. Staff has accepted permits in non-residential districts, in conjunction with developed non-residential uses, while applying district setbacks. No engineered site plans have been required, only an electrical permit. However, questions have been raised, again by applicants and staff, about guidelines on the placement of these units and their impact on parking requirements. Setbacks, too, have been a point of concern. Both uses require visibility from the road to be useful to the consumer. Technically, accessory structures are intended to be to the side or rear of the primary structure.

For this reason, staff finds it appropriate to create a section within the LDC tailored towards the success of these uses apart from other accessory structures or uses. Staff is proposing reducing the setbacks from all rights-of-way (ROW) to 15 feet, the least-restrictive ROW setback currently in the Code. This is significant, especially along arterial roadways where setbacks are 50-65 feet, depending on classification. However, along these roads, the ROWs themselves are wide, typically to accommodate utilities, drainage structures, and/or future road widening, and the standard

setbacks push these machines further from the edge of pavement and the attention of motorists creating a burden on placing these machines along these roadways, especially when sited within older developments.

To reduce this setback currently requires a variance approval through the Land Use Hearing Officer (LUHO). On March 26, 2026, the LUHO approved a ROW setback for reduction for an ice vending machine at 2787 Recker Highway. With dual frontages along a Minor Arterial (50-foot-setback) and Urban Collector (35-foot-setback), applying the setbacks would have placed the machine within the drive aisles of the existing retail plaza.

Reducing the setback to 15 provides for more flexibility overall; however, in this case, the request was to reduce the setback from 50 to 5 feet from the Recker Highway ROW. Staff recommended approval of this because between the edge of pavement on Recker and the edge of the parking lot where the ice vending machine was to be placed was an intervening 25-foot-wide drainage swale in the ROW. So, the proposed machine was ultimately set back 30 feet from the edge of pavement.

For future cases, this amendment proposes moving ROW variance approvals for these machines from the purview of the LUHO to Land Development staff based on Variance Criteria currently found in the LDC, the same as how setback variances for signs are approved. Staff advises this since ROW setbacks in commercial districts have less to do with impacts on neighbors and aesthetics, and more about impacts to the layout and infrastructure within a development (parking & vehicular circulation) and in the ROW (drainage). In short, it is a technical review. All other district setbacks (side & rear) will be applied, and variances from these will require LUHO approval due to potential impacts on neighbors.

For ATMs, a trend is emerging as banks downsize to provide for independent cash dispensing kiosks, rather than providing for the traditional ATM at a storefront or as a dedicated lane within a drive-thru financial institution. Again, these are often sited within a developed retail plaza with a drive-thru so motorists do not leave their vehicles. The same setbacks will apply as above, but criteria for a drive-thru facility will be applied.

In reality, the reduction of setbacks will only benefit unusual cases when siting these. Those placed within retail plazas will likely exceed 15 feet from the ROW as they will be placed internal to landscaping buffers, drive aisles, etc. What is important with all of these is to ensure that the placement of vending machines and ATMs do not adversely impact parking requirements and safe vehicular travel. The largest ice vending units are approximately 200 sq. ft. Complete with a foundation and bollards, they typically require the area of approximately two parking spaces. The ordinance prohibits the placement of these units if it decreases the number of parking spots to below what is required by Code for the primary use (s) onsite.

In conclusion, staff and applicants have cobbled together various policies within the Code to allow the permitting of these uses. This ordinance provides clearer instruction for Land Development, Building, and applicants, while reducing some burden on applicants.

Benefit-cost Analysis of the Amendment

Who does it help?

This amendment will aid staff and applicants in knowing which standards apply for these uses. Currently, staff has relied on interpretations of the Code for permitting purposes. The reduced setback allows for flexibility when siting these uses. An administrative variance reduces the wait time for an applicant to have a right-of-way setback reduction approved, if the variance criteria can be met.

Who does it hurt?

No harm is anticipated by this text amendment, though some might argue that allowing a large vending machine close to the road affects the aesthetics of an area. A larger harm is not having standards within the LDC. This leads to inconsistent application of standards and confusion between staff and applicants.

What is the cost?

Staff finds there should be no fiscal impacts with this amendment.

Comparisons to other Jurisdictions:

For regulatory comparisons, staff commonly surveys counties along the I-4 corridor; those with a comparable mix of rural, suburban, and urban development like Polk; and the largest cities within Polk. This method of selection creates a survey of 18 total local jurisdictions. The table below reviews standards for stand-alone vending machines and ATM kiosks.

Table 1

Jurisdiction *(Code citation)*	**Specific Vending Machine Standards**	**Specific ATM Kiosk Standards**
Alachua County	No	No
Brevard County	No	No
Duval County	Speaks to customary vending machines.	ATMs shall be located inside principal structures to the greatest extent possible.
Hardee County	Outdoor Vending Machines (excludes newspaper racks, payphones, air pumps, vacuum machines, and ATMs). (a) shall be located within a clearly delineated, contained, architecturally screened area. (b) Decorative structures…shall be used to contain the vending machine area if the existing architecture or building form does not already contain a location. (c) Shall be coordinated with the architectural features of the building when possible. (d) Shall not cover up or obscure existing architectural features.	No
Highlands County	No	No
Hillsborough County	Vending machines are a permitted accessory use when located inside a principal establishment or on the sidewalk(s) adjacent to	Listed in Use Table. Lighting requirements per state regulation.

Jurisdiction *(Code citation)*	Specific Vending Machine Standards	Specific ATM Kiosk Standards
	the exterior wall(s) of the establishment. Vending machines in other locations are regulated as accessory structures.	
Lake County	No	No
Manatee County	No	No
Orange County	Listed in Use Table.	Lighting per state regulation.
Osceola County	No	No
Seminole County	Screening required in special non-residential overlay.	No
Volusia County	No	No
Auburndale	No	No
Bartow	No	No
Haines City	Under "Outside Operations." A site plan shall be provided distinguishing the proposed outdoor display area and the items proposed outdoor display, i.e. vending and/or ice machines.	No
Lakeland	Prohibited in Neighborhood Convenience Centers	No
Lake Wales	Vending machine shelters that serve the public…may be located within the front yard, but no closer than 15 feet to the front property line.	No
Winter Haven	No	No

Mostly, the jurisdictions surveyed did not address the uses proposed in this amendment. References to vending machines had more to do with traditional "snack machines," newspaper vending, or roadside produce vending. This is not to say these vending machines and ATMs are prohibited, rather they are lumped under accessory structures, accessory uses, or outdoor sales/retail.

For instance, the city of Lakeland considers these to be accessory structures which must meet the setbacks for accessory structures. There must be a primary commercial structure already on the property, and they cannot be in any required parking space or vehicle use area like where the waste collection truck needs to access the solid waste bin.

Limits of the Proposed Ordinance

This amendment applies to non-residential Future Land Use districts, including in the Green Swamp Area of Critical State Concern.

The Florida Department of Commerce requires a 45-day review on all policy changes affecting development in the Green Swamp Area of Critical State Concern regardless of whether it has a direct relationship to the primary purpose of the Critical Area, which is aquifer recharge and protection. Therefore, this request will be reviewed by the state. Staff believes that this amendment will have no impact on the Critical Area.

These standards are being created and implemented in order to protect the public health based on unique conditions arising from the location of these facilities (flow of traffic, pedestrian safety, etc.) and the County's interest in promoting the health, safety and welfare of its residents and

visitors. Nothing in these LDC provisions are intended to circumvent, conflict with or supersede the requirements and restrictions of Section 500.459 or 500.511(3), Florida Statutes.

Consistency with the Comprehensive Plan & Land Development Code

The request is consistent with the Comprehensive Plan and the Land Development Code. This is reconfiguring standards already applicable in the Code.

Comments from Other Agencies: This text amendment was reviewed by members of the Development Review Committee without further comment.

Draft Ordinance: Under separate attachment

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2026-8, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, ADDING CHAPTER 2, SECTION 214, FOR STANDARDS FOR STAND-ALONE VENDING MACHINES AND AUTOMATED TELLER MACHINES; CHAPTER 10, DEFINITIONS, TO ADD DEFINITIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on May 6, 2026; and

WHEREAS, the proposed text amendment to the Polk County Land Development Code to add standards for stand-alone ATMs and vending machines; and

WHEREAS, the Board of County Commissioners held two public hearings on June 2, 2026, and June 16, 2026, wherein the Board reviewed and considered the Planning Commission's recommendation, the staff report, and all comments received during said public hearings, and provided for necessary revisions; and

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

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

SECTION 1: FINDINGS The Board hereby finds and determines that:

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

b) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on May 6, 2026, to consider the LDC text amendments contained within Application LDCT-2026-8 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2026-8.

c) The adoption of LDCT-2026-8 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Chapter 2, Section 214, Stand-alone ATMs & Vending Machines, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 214 - Stand-alone ATMs & Vending Machines

The section is intended to provide for the permitting of stand-alone & drive-thru Automated Teller Machines (ATMs) and stand-alone vending machines. These units operate independently of other structures onsite, typically requiring only a standard electrical connection and a specific, stationary location usually within a parking lot of an established non-residential development.

These following standards are intended to protect the public health based on unique conditions arising from the location of these facilities (flow of traffic, pedestrian safety, etc.). These provisions are not intended to circumvent, conflict with, or supersede the requirements and restrictions of Section 500.459 or 500.511(3), Florida Statutes.

A. Location

1. Stand-alone ATM kiosks and vending machines may be located and permitted within a developed non-residential property through a Level 1 Review.

2. Stand-alone ATM kiosks and vending machines may be located and permitted on a vacant non-residential property as a primary use, subject to LDC Section 704. Minimum requirements include a commercial vehicle driveway apron and Type "A" landscaping unless stricter standards apply.

B. Setbacks

1. Stand-alone ATM kiosks and vending machines, including the supports of awnings and/or coverings, shall be set back a minimum of 15 feet from public rights-of-way. Side and rear setbacks shall follow the land use district requirements.

    i. Right-of-way setback variances may be granted in accordance with criteria found in Section 931 and approved or denied by the Land Development Division Development Review Committee.

    ii. Side and rear setback variances shall be approved or denied by the Land Use Hearing Officer in accordance with LDC Sections 930 and 931.

2. No stand-alone ATM kiosk or vending machine shall be located within 50 feet of the property line of a residentially-developed or residentially-designated property.

C. Limitations

1. All uses in this Section with a Drive-thru Facility shall adhere to the standards in Section 206.T.

2. If any use under this Section is located within an established parking area, it shall neither reduce the overall number of parking spaces below the minimum required for the principal use (s) of the property, nor have a material adverse effect on the overall traffic circulation of the parking area.

3. Individual kiosks and vending machines are limited to no more than 220 sq. ft., not including space required for foundations, bollards, canopies, and awnings.

4. All kiosks and vending machines shall remain in operable condition. Damaged or inoperable machines shall be repaired, replaced, or removed. If a unit is removed, the site shall be restored to its original condition and purpose as approved by the site plan of the underlying development.

SECTION 3: Chapter 10, Definitions, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

…

AUTOMATED TELLER MACHINE, DRIVE-THRU & STAND-ALONE: A drive-thru & stand-alone automated teller machine (ATM) is a self-service banking terminal positioned on an island or at the edge of a parking lot and designed specifically for customers to perform financial transactions from their motor vehicles without visiting a bank branch.

…

VENDING MACHINE, STAND-ALONE: A drive-up, automated kiosk designed to sell and dispense products, such as ice and/or water, directly to consumers without the need for an onsite salesperson or cashier. As a "stand-alone" unit, it operates independently, requiring only a standard electrical connection and a specific, stationary location typically within a parking lot of an established non-residential use. These do not include standard vending machines located within a store or along the storefront.

…

SECTION 4: SEVERABILITY

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

SECTION 5: EFFECTIVE DATE

This ordinance shall become effective upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA this 16th day of June 2026.

Stand-Alone Ice Machine, ATM, and Vending Machines LDC Text Amendment

This is a staff-initiated LDC Text Amendment to add standards into Chapter 2 for stand-alone vending machines, such as ice machines, and ATMs that utilize drive-thrus, either on their own parcel or in conjunction within a retail development.

Currently, the LDC is silent on these machines, but they often require reduced setbacks from the rights-of-way that require a variance. Staff needs to evaluate their impact on parking in an established development and determine if further review is required onsite.

Pursuant to Resolution No. 2022-089, the following individuals are requested to be recognized as experts for land use cases presented under expedited hearing procedures:

- Benjamin A. Dunn, CPM – Director, Office of Planning and Development
- Benjamin J. Ziskal, AICP, CEcD – Director, Land Development Division
- Chanda Bennett, AICP, CPM – Comprehensive Planning Administrator
- Erik Peterson, AICP – Planning Administrator
- Mark Bennett, AICP, FRA-RA, CNU-A - Senior Planner
- Ian Nance – Senior Planner
- Robert Bolton – Planner III
- Johnathan Sims – Planner II
- Aleya Inglima - Planner II
- Andrew Grohowski - Planner II
- Kyle Rogus - Planner I

Ivan (Ian) A. Nance

(863) 534-7621
ivannance@polk-county.net

Skills Summary

- Outgoing, creative, and independent individual with excellent communication, time management, networking, budgeting, and writing skills.

- Strong computer skills including familiarity with Microsoft Office, Outlook, PowerPoint, Adobe Reader, and social media programs.

- Ability to use a variety of sources to conduct qualitative and quantitative research and present findings in a clear, concise format.

Employment History & Accomplishments

Polk County Board of County Commissioners (BoCC) **December 2017 – Present**

Principal Planner – Land Development

- Planning Commission Coordinator
    - Assign Planning Commission and BoCC cases to Land Development planners and track progress.
    - Write and present amendments and ordinances to Polk County's Land Development Code (LDC) and Comprehensive Plan.
    - Conduct analysis of development applications and write staff reports to support the findings.
    - Create slideshows and present cases before BoCC, Planning Commission, and Land Use Hearing Officer.
- Development Review Committee (DRC) Chair
    - Review Pre-Application Requests and provide written response.
    - Serve as liaison for Planning during face-to-face DRC meetings and follow-up with citizens as necessary.
- Site Plan Review
    - Review engineered site plans for compliance with the Comprehensive Plan and LDC.
    - Conduct research for non-conforming use determinations and land use verification letters.

Freelance Writer **February 2012 – Present**

- Published in the *Lakeland Ledger, Orlando Sentinel*, *Florida Game & Fish*, *Lakelander*, *Florida Sportsman*, and *Petersen's Hunting*.

ADEPT Community Services **February 2010 – December 2017**

Support Coordinator/Team Leader

- Coordinated service providers for developmentally disabled Medicaid Waiver Consumers. Created service budgets, request, and justify services through written Support Plans, and maintain consumer files. Serve as advocate for consumers.

- Supervised 4-5 other coordinators. Worked closely with Supervisor on Quality Assurance, Billing, and Human Resources objectives. Visited with consumers and their families to discuss goals and issues with service.

Polk County School Board **October 2008 – February 2010**

Substitute Teacher

Supplemental Instructional Services, Inc **July 2007 - July 2008**
District Coordinator

- Launched company's program in Polk County. Recruited, interviewed, trained, and managed a team of 12 tutors over 8 elementary schools.
- Marketed company and enrolled families at provider fairs.
- Wrote Service-Learning Plans as a contract between parents, company, and School Board for establishing academic goals and benchmarks for achievement.
- Created and delivered monthly invoices to Polk County School Board for company's service and maintained legal documents including leasing information, progress reports, and attendance information.

Polk County School Board **January 2004 - April 2006**
Substitute Teacher

Mulberry Corporation **May - August 1999, 1998**
Administrative Assistant

Education

Master's Degree in Public Administration, 2006
University of Central Florida
Orlando, FL

B.A. Degree in Political Science, 2003
University of Florida
Gainesville, FL

Polk County

Board of County Commissioners

Agenda Item N.10. 6/16/2026

SUBJECT

Public Hearing (LDCPAL 2026-5 ILE Duplex and Sewer Text Amendment CPA) (Transmittal Hearing) to consider the adoption of a Large-Scale Comprehensive Plan Text Amendment to Policies in Section 2.130 modifying sewer connection requirements to allow septic tanks for duplexes in Residential Low-X (RL-X) for Indian Lakes Estates (ILE). This case is related to LDC-2026-12, a companion Land Development Code Text Amendment. (No Fiscal Impact)

DESCRIPTION

This is a County-initiated request. Indian Lakes Estate. ILE is located east of Lake Walk in the Water, south of SR 60 and north of CR 630 between Lake Walk in the Water and the intersection of SR 60 and CR 630.

State law requires one Planning Commission hearing, which was held on June 3, 2026, with a recommendation for approval (Vote 7:0). This is the transmittal hearing to the Florida Department of Commerce, and the adoption hearing is scheduled for August 16, 2026.

RECOMMENDATION

Transmit

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chanda Bennett, AICP, CPM

Land Development

863-534-6484

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

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

ID #:	**N/A**
DRC Date:	April 30, 2026
Planning Commission Date:	June 3, 2026
BoCC Dates:	June 16, 2026, Transmittal, and August 16, 2026, Adoption
Applicant:	County Initiated
Level of Review:	Level 4 Review, Comprehensive Plan Map Amendment
Case Number and Name:	LDCPAL-2026-5 ILE Comp Plan Text CPA
Request:	Large Scale Comprehensive Plan Text Amendment to Policies in Section 2.130 modifying sewer connection requirements to allow septic tanks for duplexes in Residential Low-X (RL-X). This case is related to LDC-2026-12, a companion Land Development Code Text Amendment.
Location:	Indian Lakes Estates is located east of Lake Walk in the Water, south of SR 60 and north of CR 630 between Lake Walk in the Water and the intersection of SR 60 and CR 630.
Property Owner:	Various property owners in Indian Lakes Estates
Parcel Size:	N/A
Development Area:	Neighborhood Utility Service Area (NUSA) and the Suburban Development Area (SDA)
Future Land Use:	Office Center-X (OCX), Community Activity Center-X (CAC-X), Neighborhood Activity Center-X (NAC-X), Recreation and Open Space-X (ROS-X), Residential Low-X (RL-X) and Residential Suburban-X (RS-X).
Nearest Municipality	Frostproof
DRC Recommendation:	Approval
Planning Commission Vote:	Approval 7:0
Florida Commerce	Pending transmittal
Case Planner:	Chanda Bennett, Comprehensive Planning Administrator

The Comprehensive Plan policy changes are to Section 2.130-B Indian Lakes Estates to:

1) POLICY 2.130-B3.4 –
    a. Adding a foot note to the table in said policy in the row for "RLX" and "RMX" stating "See Policy 2.130B3.4;"
    b. Adding a lead in sentence allowing for bullets to be added stating "The following densities and intensities shall apply related to utility provision."
    c. Correcting a typo by adding "of;"
    d. Made the lead sentence before the table in Policy 2.130-B3.4 a bullet labeled "a."
    e. Added a new bullet "b." stating "Duplex units may be allowed on a single lot or parcel, as the lot or parcel existed on August 16, 2026, without the connection to public sewer in the RL and RM Future Land Use designation per the requirements in the land development regulations."

Summary of Analysis

This is a County-initiated amendment revising Comprehensive Plan policies in Section 2.130-B Indian Lakes Estates. The request modifies the sewer connection requirements to allow one septic tank per duplex structure in Residential Low-X (RL-X). This case is related to LDCT-2026-12, a companion Land Development Code Text Amendment. Connection to centralized sewer is required per Comprehensive Plan Policy 2.130-B3.4 for anything over two (2) dwelling units per acre in the RLX. Table 2.1 of the Land Development Code requires a Level 3 Review for duplex structures in the RLX. However, there is no sewer available in ILE and none is anticipated. The lot sizes in the RLX in ILE are mostly half an acre. The LDC text amendment also proposes duplex units in RLX in ILE to be a "C1."

ILE Background – Indian Lake Estates (ILE) is a platted subdivision of residential & non-residential lots recorded in the official records of Polk County, Florida, consisting of 8,000 ± lots (approx. 5,000 acres). ILE is not a vested development from the DRI statute. On November 30, 2004, the Board of County Commissioners approved a Comprehensive Plan map and text amendment for ILE (CPA 04B-09) based on a request from area property owners because there were no officially recognized land use designations in the Polk County Comprehensive for ILE. Prior to this amendment the Future Land Use designation was Pre-Development of Regional Impact #2. Development approvals were based on the Pre-Planned Unit Development and the subdivision documentation in Building. ILE is also governed by restrictive covenants of which the County does not enforce.

Relevant Sections, Policies, and/or Regulations to Consider:
Policy 2.102-A1: Development Location
Policy 2.102-A2: Compatibility
ILE Goals

Findings of Fact

Request and Legal Status

- This is a County-initiated request to amend Policies 2.130-B3.4 to modify the sewer connection requirements to allow one septic tank per duplex structure in Residential Low-X (RL-X) in Section 2.130-B Indian Lakes Estates (ILE). This case is related to LDCT-2026-12, a companion Land Development Code Text Amendment.

- The companion Land Development Code text amendment (LDCT-2026-12) is proposed to add a use table similar to Table 2.1, and a condition that a duplex is permitted in RLX using a septic tank with only one septic tank per duplex unit on parcels as they existed on August 16, 2026. The use table proposed to be added to Chapter 4 for ILE, part of LDCT-2026-12, will make duplex units a Conditional Use Level 2 Review.

- Two building permits were issued for duplex units in Indian Lakes Estates in error, as follows:

A. BR-2025-8850 on a half-acre parcel ID# 303109-994110-034548 in the RLX on a paved road;
B. BR-2025-6542 on a half-acre parcel ID# 303109994110034803 in Residential Medium-X (RMX) on an unpaved road.
C. The builders have converted the units to a single-family home and may convert the units back to a duplex at some point in the future.

- ILE is a platted subdivision of residential & non-residential lots recorded in the official records of Polk County, Florida, consisting of 8,000 ± lots (approx. 5,000 acres).

- All roads in ILE are privately owned and maintained by ILE.

- On November 30, 2004, the Board of County Commissioners approved a Comprehensive Plan map and text amendment for ILE (CPA 04B-09) based on a request from area property owners because there were no officially recognized land use designations in the Polk County Comprehensive for ILE. Prior to this amendment the Future Land Use designation was Pre-Development of Regional Impact #2.

- Development approvals were based on the Pre-Planned Unit Development and the subdivision documentation in Building.

- The table in Policy 2.130-B3.4 states the maximum density in RLX that can be on centralized water, but no sewer is two (2) dwelling units to the acre and the maximum density in RLX of (5) five dwelling units to the acre must be on public water and sewer. Therefore, any density over two (2) dwelling units per acre require centralized water and sewer connections.

- The use of septic tanks is permitted for densities less than five (5) dwelling units to the acre in other areas of unincorporated Polk County.

- Duplex units in Table 2.1 are currently listed as a Conditional Use Level 3 Review.

- ILE is in the Military Compatibility Zone 1 and Zone 2 for the Avon Park Airforce Range.

Compatibility and Infrastructure

- The Board of County Commissioners denied a Comprehensive Plan amendment (LDCPAL-2024-15) in February of 2025 modifying Policy 2.130-B3.4 to allow densities over two (2) dwelling units per acre to be on septic and to allow duplex units in the Office Center-X (OCX) Future Land Use designation.

- The Board of County Commissioners also denied a companion Land Development Text amendment (LDCT-2024-24) to add a use table to the ILE section in Chapter 4 of the LDC and to reference the allowance for septic.

- ILE is for the most part an isolated community surrounded predominantly by Agriculture/Residential Rural (A/RR) land use. Also surrounding ILE to the north is the Sumica, a 4,031-acre County owned Environmental Lands property. To the west is Lake Walk-in-Water.

- Canopy Oaks, a Recreational Vehicle Park community, is to the south of ILE.

- Water is provided by ILE Utilities, a private, independent company. There is no current active sewer within ILE.

- Approximately 10 percent of ILE is wetland, and approximately 35 percent is shown to contain Federal Emergency Management Area (FEMA) Flood Zones. The majority of the wetland areas lie on the shoreline of Lake Walk-in-Water. Some isolated wetlands appear in the interior of the development along the shoreline of the ponds. Almost all of the known wetlands are located within lands owned by the ILE Homeowners Association and not planned or approved for development.

- The nearest active airport facility is the airfield at River Ranch, a Development of Regional Impact (DRI) seven miles to the east. Airspace for the Avon Park Bombing Range is within closer proximity to the development. Neither of these facilities will be adversely impacted by the fulfillment of the ILE development plan.

- There have been protected plant and community sightings in the eastern part of ILE and there have been protected animal sightings in the eastern and western parts of ILE.

- ILE has a community golf course, several small community parks, an extensive system of greenway trails, community boat ramp, marina, beach and pier onto Lake Walk-In-Water. Additionally, there are several ponds located throughout ILE and to the north is the 4,031 acre Sumica County owned Natural Area.

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.

- The goals of the ILE development in the Comprehensive Plan include:
    - GOAL 2.130-B1: Remain a secure and sustainable suburban resort-oriented community.
    - GOAL 2.130-B2: Preserve the natural beauty, wildlife and solitude of ILE and the surrounding area.
    - GOAL 2.130-B3: Encourage sustainable growth by promoting a mixture of residential and non-residential uses outside the gate; and allowing only single-family residential and amenities with services inside the gate.
    - GOAL 2.130-B4: For Indian Lake Estate to continue to develop at the same quality as it has in the past.

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-2026-5.**

Planning Commission Recommendation: On June 3, 2026, at an advertised public hearing, the Planning Commission recommend **7:0**, to **APPROVE LDCPAL-2026-5.**

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:

Exhibits 2, 3, and 4 display parcels staff have been asked to allow duplex structures in ILE in 2024. Moreover, a building permit has been issued for a duplex unit in the Residential Low-X (RLX) at the south end of Fort Myers Drive on a parcel that is half an acre and a duplex building permit for a property in the Residential Medium-X (RMX) on a half an acre on an unpaved road. Both parcels are connected to public water and on septic. The roads in ILE are all private. The duplex makes the density four (4) dwelling units per acre. Policy 2.130-B3.4 includes a table providing maximum densities and intensities given the availability of centralized water and sewer. This table states the maximum density in Residential Low-X (RLX) as displayed below with the recommended text modification highlighted in yellow.

FLU	Without Central Water or Sewer		With Central Water, but not Sewer		With Central Water & Sewer*	
	Maximum Density	Maximum FAR	Maximum Density	Maximum FAR	Maximum Density	Maximum FAR
RLX	1 du/ac	0.05	2 du/ac **	0.1	5 du/ac	0.25
RMX	1 du/ac	0.05	4 du/ac	0.15	10 du/ac	0.25
OCX	1 du/ac	0.1	2 du/ac	0.2	5 du/ac	0.30
NACX*	1 du/ac	0.1	4 du/ac	0.2	10 du/ac	0.25
CACX*	1 du/ac	0.15	4 du/ac	0.2	10 du/ac	0.35
INSTX	n/a	0.1	n/a	0.2	n/a	0.25
* Residential only permitted in NACX and CACX in connection with retail as a mixed use or live-work unit. ** See Policy 2.130-B3.4						

Most lots in the RL-4X and the RMX in ILE are half acre which is a density of two (2) dwelling units to the acre, if a single-family home is constructed on each. A subdivision of these lots or a duplex on any of these lots makes the density four (4) dwelling units per acre. However, the table in the Comprehensive Plan displayed above does not permit densities above two (2) dwelling units per acre on septic tanks. Other areas in RL-4 in unincorporated Polk County outside of ILE have the option to develop at three (3) and (4) dwelling units per acre with septic tanks if permitted by the Health Department. However, duplex units in RL-4 is a Level 3 Review per Table 2.1 of the Land Development Code.

The LDC text amendment (LDCT-2026-12) is being proposed to add a use table in Chapter 4 for ILE like Table 2.1 in Chapter 2 for just the Future Land Use designations within ILE which are listed below. The only difference will be that duplex units in ILE is proposed a Conditional Use Level 1 Review (C1 - administrative staff level review) versus Table 2.1 that requires a Conditional Use Level 3 Review for all duplex units in RL. Duplex units in RM are a permitted use "P" in Table 2.1.

- Residential Suburban (RS)
- Residential Low (RL)
- Neighborhood Activity Center (NAC)
- Community Activity Center (CAC)
- Institutional (INST)

- Recreation and Open Space (ROS)

Infrastructure Impacts - This does remove some barriers to development that can lead to more growth. However, ILE is a vested development. 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.

Avon Park Airforce Range Military Compatibility Zone (Range)

ILE is in both Compatibility Zones for the Range. There is a Military Compatibility Zone 1 and Zone 2 (See Exhibit 5). Section 2.124-I of the Comprehensive Plan has policies for the Range.

https://library.municode.com/fl/polk_county/codes/comprehensive_plan?nodeId=CH2DEPO_DIV2.100FULAUSEL_S2.124-IAVPAAIRAMICOZO

These policies address coordination and implementation of the Joint Land Use Study prepared by the Central Florida Regional Planning Council (CFRPC). Chapter 6 of the Land Development Code includes standards for the Range.

https://library.municode.com/fl/polk_county/codes/land_development_code?nodeId=CH6REPR_S642MICOZORE251RD19-008092112OR12-028

The proposed changes will make development in ILE easier which is of a concern for the Range. However, all the lots in ILE are vested lots that are eligible for some type of development.

Comparisons to other Jurisdictions:

Special policies and development code regulations are common in other jurisdictions throughout Florida. The current section for ILE is equivalent to the County's section of the Comprehensive Plan and Land Development Code regarding Selected Area Plans. Section 2.130 of the Comprehensive Plan was created for Developments of Regional Impact (DRI). It seems appropriate to make these changes to the policy related to ILE allow infill development and the potential for more residential development to accommodate the growing population of Polk County rather than creating new residential communities.

Limits of the Proposed Ordinances

The scope of the amendment will impact new development within the RL-4X designation only ILE. The Comprehensive Plan text amendment and the Land Development Code text amendment will allow duplex units in RLX at four dwelling units to the acre on public water and septic.

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-A1: **Development Location** – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.	The proposed text amendments are a small change to allow for duplex units and allow some growth without sewer. 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, 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 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
GOAL 2.130-B1: Remain a secure and sustainable suburban resort-oriented community. **GOAL 2.130-B2:** Preserve the natural beauty, wildlife and solitude of ILE and the surrounding area. **GOAL 2.130-B3:** Encourage sustainable growth by promoting a mixture of residential and non-residential uses outside the gate; and allowing only single-family residential and amenities with services inside the gate. **GOAL 2.130-B4:** For Indian Lake Estate to continue to develop at the same quality as it has in the past.	The proposed amendment related to sewer exemption will allow duplex units at no more than four (4) units per acre on public water and sewer.
POLICY 2.124-I2: In compliance with section 163.3175(5), F.S., Polk County shall continue to coordinate with range representatives and the Central Florida Regional Planning Council (CFRPC) to adopt and implement development standards and guidelines that minimize impacts of development on the operations of the military installation. The Land Development Code shall address land use, lighting, height, noise, and communication frequency spectrums in defining the criteria for compatibility within the MCZ.	Polk County has reached out to the Central Florida Regional Planning Council and the Avon Park Airforce Range base representative. The Avon Park Airforce Range did submit a letter of opposition to a similar type of request from January of 2025. This letter is provided under separate cover. An updated letter will be provided if received prior to the Planning Commission hearing.

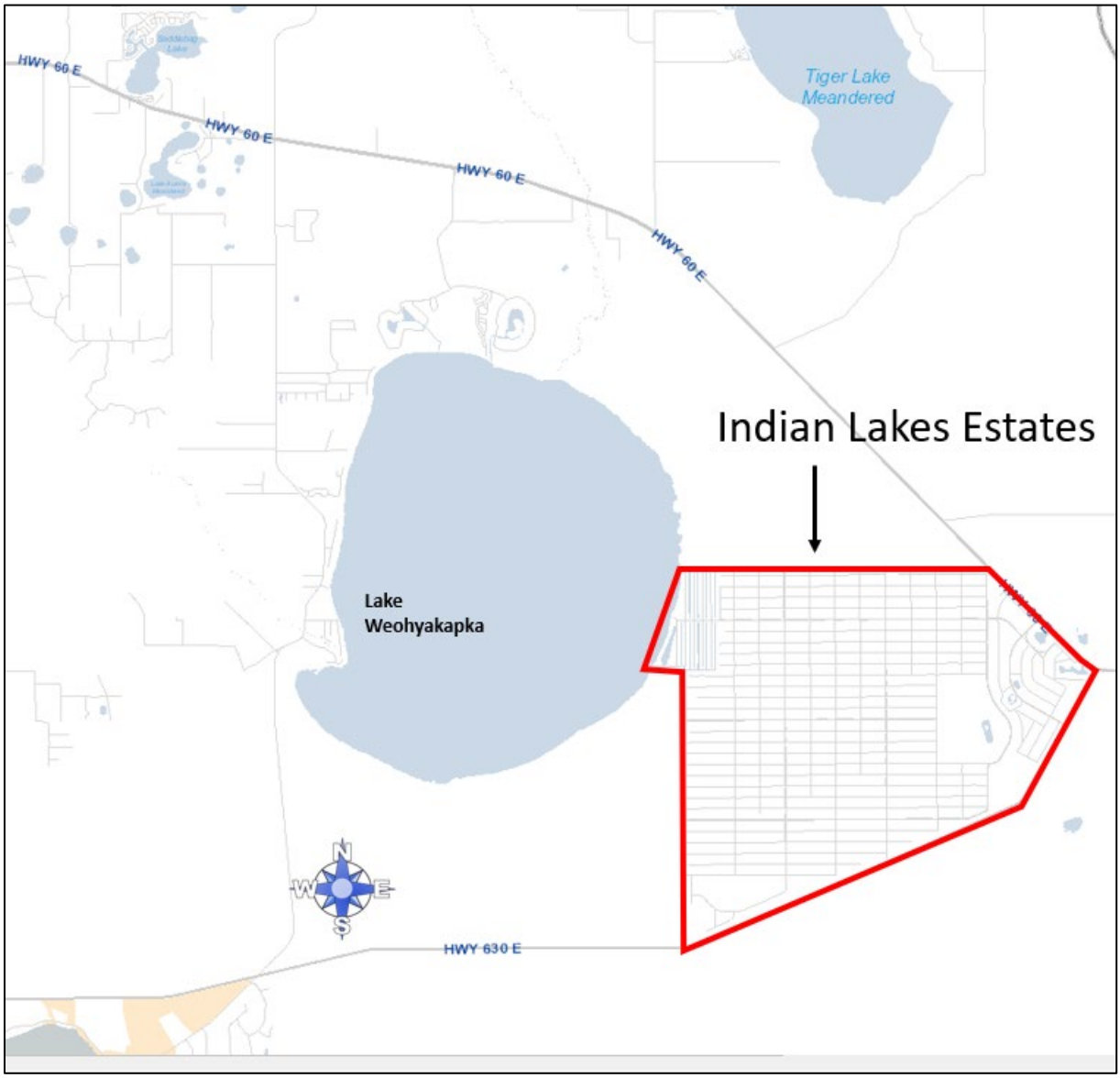
Comments from Other Agencies: None

Exhibits:

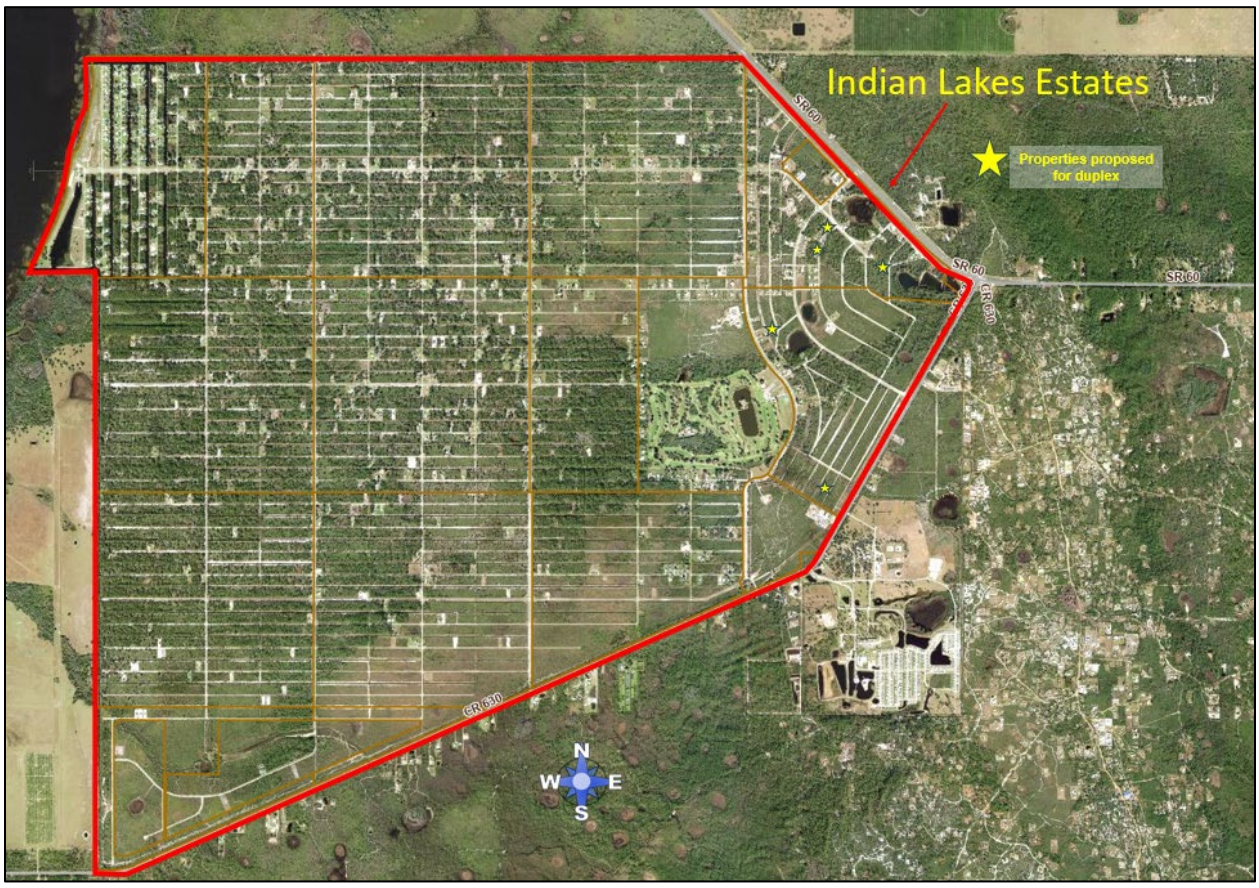
Exhibit 1	Location of the Indian Lakes Estates
Exhibit 2	Context Aerial
Exhibit 3	Close Up Aerial
Exhibit 4	Current Future Land Use Map
Exhibit 5	Military Compatibility Zones Avon Park Airforce Range

Under separate attachment

- Draft Ordinances with proposed text
- Application information



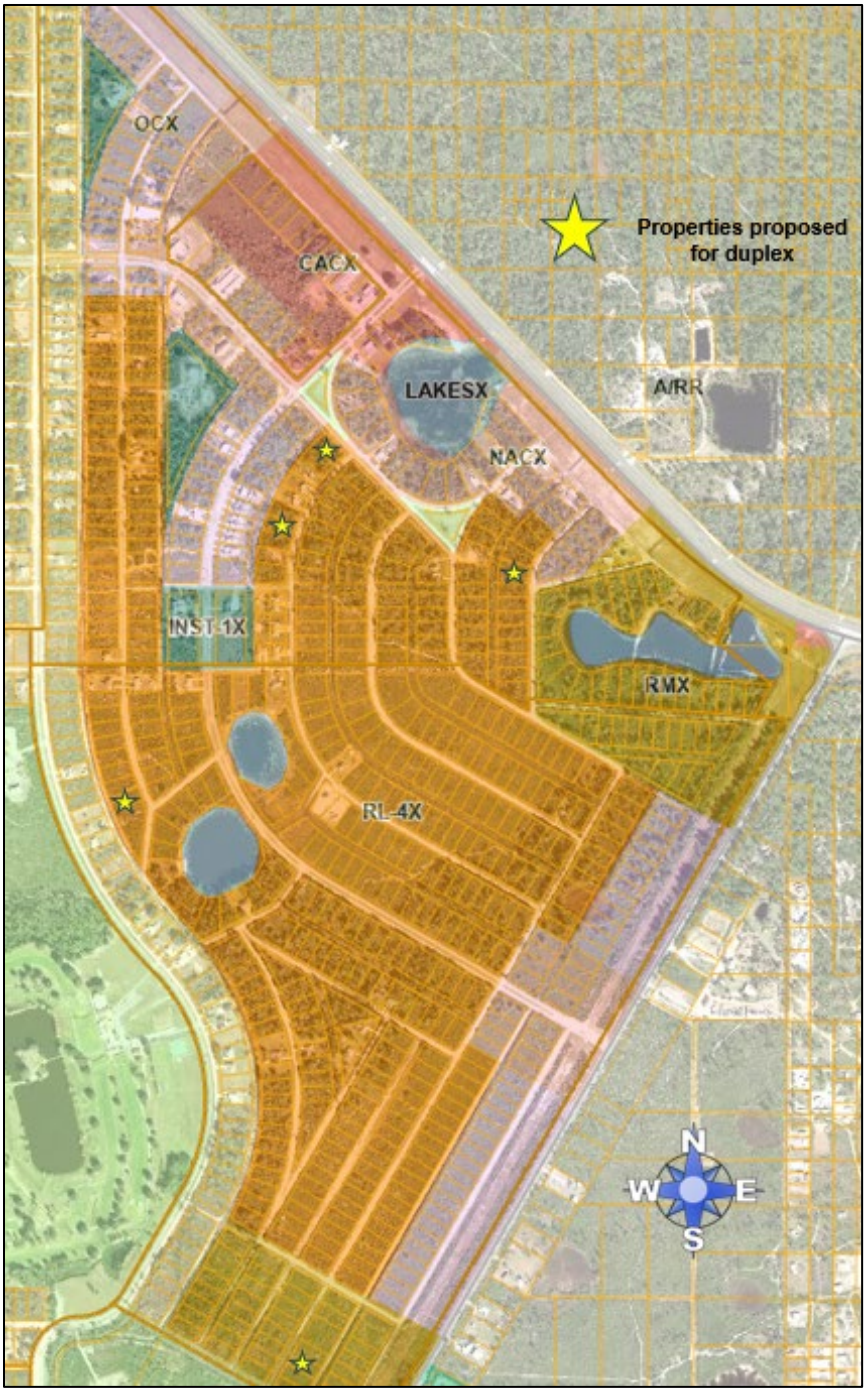
LOCATION MAP



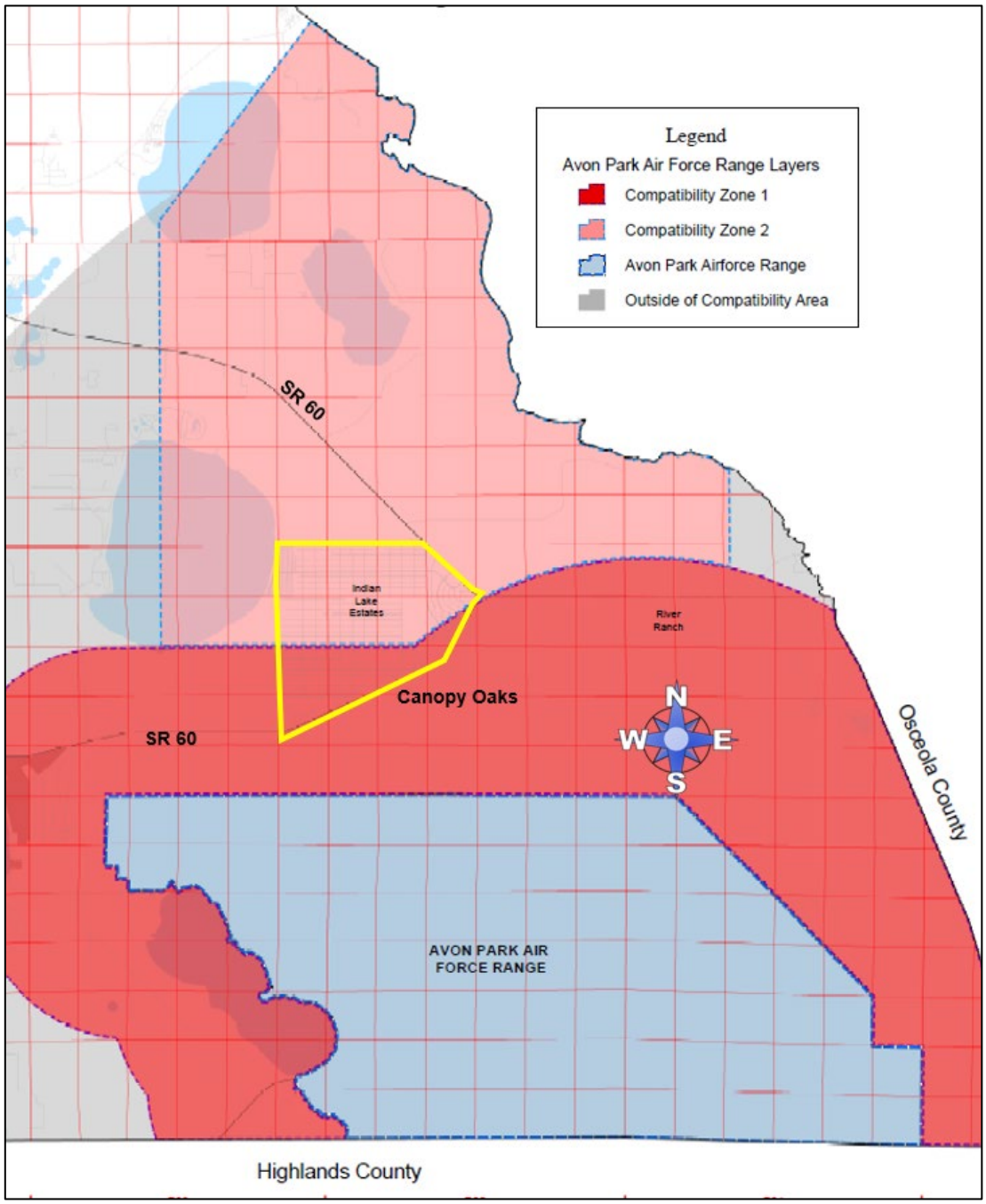
AERIAL (2023 CONTEXT)



AERIAL (2023 CLOSE UP)



CURRENT FUTURE LAND USE MAP



Military Compatibility Zones Avon Park Airforce Range

Draft

Ordinance No. 26 -____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE ADOPTION OF AMENDMENT **LDCPAL 2026-5;** AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN; ORDINANCE 92-36, MODIFYING POLICY 2.130-B3.4 REMOVING THE SEWER CONNECTION REQUIREMENT FOR DUPLEX UNITS IN RESIDENTIAL LOW IN INDIAN LAKES ESTATES (ILE). ILE IS LOCATED SOUTH OF SR 60, NORTH OF CR 640 AND EAST OF THE CITY OF LAKE WALES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Application LDCPAL 2026-5 is a County-initiated application to amend Policies 2.130-B3.3 and 2.130B3.4 regarding sewer connection in Section 2.130-B Indian Lakes Estates 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 June 3, 2026; and

WHEREAS, pursuant to Section 163.3184, FS, the Board of County Commissioners on June 16, 2026, 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 _____2026 transmitted objections, recommendations, and comments on the Amendment; and

WHEREAS, pursuant to Section 163.3184, FS, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the Amendment on August 16, 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 16th day of August 2026.

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

SECTION 2.130-B INDIAN LAKE ESTATES (PRE-DRI #2).

GOAL 2.130-B1: Remain a secure and sustainable suburban resort-oriented community.

OBJECTIVE 2.130-B1: Polk County shall review level of service for roadways, traffic, utilities, educational facilities, public safety, and recreation after 500 new dwelling units are constructed or in five years from the date this amendment becomes effective, which ever comes first and, amend the plan for Indian Lake Estates as needed.

POLICY 2.130-B1.1: No lot subdivided from an existing lots of record or new lot created will be eligible to obtain a building permit.

POLICY 2.130-B1.2: Multi-Family (larger than quadruplex); Group Living Facilities, Family Care Home, Group Home and Congregate; Retail, more than 50,000 square feet; Manufacturing; and Junkyards are prohibited in all ILE land use districts.

POLICY 2.130-B1.3: Commercial Vehicle parking is prohibited within all ILE residential areas. RV and boat parking within all ILE residential areas shall be required to follow County's parking buffer and setback regulations to be outlined in the LDC.

GOAL 2.130-B2: Preserve the natural beauty, wildlife and solitude of ILE and the surrounding area.

POLICY 2.130-B2: No roadway, Greenway, Parkway, canal, lake or other right-of-way shall be closed or vacated within ILE.

GOAL 2.130-B3: Encourage sustainable growth by promoting a mixture of residential and non-residential uses outside the gate; and allowing only single-family residential and amenities with services inside the gate.

OBJECTIVE 2.130-B3: Pursuant to the Polk County Comprehensive Plan Policy 2.110-E1, an area with a population of approximately 20,000 persons (figured at 8,000± lots by 2.5 persons per household) is recommended to have between 20 and 60 acres of Usable Area and 150,000 to 500,000 square feet of Gross Leasable Area (GLA) for commercial and office space. This assumes there are other convenient commercial activity centers within close proximity. Currently there are no other commercial activity centers within close proximity and therefore a greater, approximately 95± acres of commercial and office may be needed in ILE.

POLICY 2.130-B3.1: All land uses for ILE will be modifications in the Polk County Land Development Code (LDC) and Comprehensive Plan (COMP) and contain extra-criteria (X).

POLICY 2.130-B3.2: Uses inside the ILE gate shall consist of single-family conventionally built homes in Residential-Suburban "X" (RSX) district or Recreation and Open Space (ROSX) districts containing community amenities and services.

POLICY 2.130-B3.3: Uses outside the gate will consist of a mixture of low to medium density residential, community services, small scale service retail and professional commercial, and be further defined in the Land Development Code. Examples of these non-residential uses include, but are not limited to; bakery, restaurant, florist, jeweler, arts & crafts/gift shop, motel and/or hotel, grocery store, pharmacy, hardware store, appliance/furniture, electric sales, strip mall, auto and boat service (with sales and leasing), beauty shop/barber, dry cleaner/laundry, electrician, plumber, home improvement (lawn, paint, roof, gutter), child and adult care facility, medical facility (doctor and dentist), attorney office, accountant/financial advisor office, insurance office, and real estate office. Land Use Designations are to include:

Residential Low "X" (RLX): Single family and duplex homes upon review.

Residential Medium "X" (RMX): Single family, duplex and quadruplex homes upon review.

Office Center "X" (OCX): The purpose of the OCX district is to provide areas for small offices. The OC district permits professional offices and some retail uses.

Lots 31—43 in Block 325 and Lots 1—10 in Block 324 along Deland Avenue and Lots 17—28 in Block 334 and Lots 28—46 in Block 335 along St. Petersburg Drive require a Conditional Use Level 3 (C3) review.

Neighborhood Activity Center "X" (NACX): The purpose of the NACX district is to provide for the daily shopping needs of residents within neighborhoods surrounding the center. The NACX district includes non-residential uses such as offices, grocery stores, drug stores banks and community facilities.

Community Activity Center "X" (CACX): The purpose of the CACX district is to provide for shopping needs of residents living within the surrounding community. The CACX district permits special residential development, non-residential uses such as offices, department stores supermarkets, restaurants and community facilities.

Institutional "X" (INSTX): The purpose of the INSTX district is to provide for the use and development of lands for private and public service structures with minimal external impacts such as government facilities, cultural facilities, and Class I and Class II utilities.

Recreation and Open Space "X" (ROSX): The purpose of the ROSX district is to provide for the use and development of lands and areas which are accessible to the public, and which are oriented towards providing recreational activities and services for residents and visitors.

POLICY 2.130-B3.4: Uses outside the gate will have limited intensity if adequate infrastructure and services are not provided. The following densities and intensities shall apply related to utility provision:

a. With regard to utilities, the following table lists the maximum intensities and densities allowed given the availability of centralized water and sewer service:

FLU	Without Central Water or Sewer		With Central Water, but not Sewer		With Central Water & Sewer*	
	Maximum Density	Maximum FAR	Maximum Density	Maximum FAR	Maximum Density	Maximum FAR
RLX	1 du/ac	0.05	2 du/ac **	0.1	5 du/ac	0.25
RMX	1 du/ac	0.05	4 du/ac	0.15	10 du/ac	0.25
OCX	1 du/ac	0.1	2 du/ac	0.2	5 du/ac	0.30
NACX*	1 du/ac	0.1	4 du/ac	0.2	10 du/ac	0.25
CACX*	1 du/ac	0.15	4 du/ac	0.2	10 du/ac	0.35
INSTX	n/a	0.1	n/a	0.2	n/a	0.25

* Residential only permitted in NACX and CACX in connection with retail as a mixed use or live-work unit.
** See Policy 2.130-B3.4, B

b. Duplex units may be allowed on a single lot or parcel, as the lot or parcel existed on August 16, 2026, without the connection to public sewer in the RL Future Land Use designation per the requirements in the land development regulations.

POLICY 2.130-B3.5: Uses desired in all areas of ILE include single-family residential, preserve, open space, recreation area, park, and walking area (greenway). Therefore, additional Recreation and Open Space "X" (ROSX) is to be designated to all parks, Greenways, Parkways, lakes and canals in addition to areas shown on map.

POLICY 2.130-B3.6: Undesired uses in any and all areas of ILE include, but are not limited to; industrial/production, high impact commercial, big box, any new use producing heavy truck traffic, half-way house/"drop-in" center, junkyard, large scale apartment complex. There were additional uses that were not desired that do not appear on this list because the use can not be legally regulated. These uses include, but are not limited to, bar/tavern, pool hall, and adult entertainment/business.

POLICY 2.130-B3.7: Uses that have debated desire amongst the community include, but are not limited to; gas station, light manufacturing/assemblage, clinic, additional churches, religious retreat, school, size of housing; RV, mobile and/or manufactured home areas; RV, truck and boat parking on residential lots. Since these uses have been identified as a mixed desire, they will be conditional uses and require a Level 3 (C3) review.

Table 1.1: Future Land Use Map (FLUM) Acreage

FLU	***Approximate Acreage (of recorded lots)**	****Number of Recorded Lots**	*****Percent (%)**
Residential Suburban (RSX)	3,700	7,500	74
Residential Low (RLX)	200	391	4
Residential Medium (RMX)	40	83	<1
Office Center (OCX)	30 (permitted) 10 (conditional)	87	<1
Neighborhood Activity Center (NACX)	40	71	<1
Community Activity Center (CACX)	15	24	<1
Institutional (INSTX)	15	12	<1
Recreation and Open Space (ROSX)/Right-of-Way	1,000	N/A	20
Total	5,000	8,168	100
* The acreage is an approximate rounded amount and is not an accurate measurement. In order for an accurate measurement an engineer survey is needed.			
** Numbers are a rough count and subject to change.			
*** Percentages have been rounded to nearest positive percent.			

POLICY 2.130-B3.8: Indian Lake Estates (ILE) is a platted subdivision of residential and non-residential lots recorded in the official records of Polk County, Florida, consisting of 8,000± lots (approx. 5,000 acres). ILE is not a vested development from the DRI statute. In addition to assigned land uses, ILE is governed by a set of restrictive covenants. Land use is in addition to, and does not supersede ILE covenants. However, covenants do not supersede County Ordinances. The more restrictive apply, but the County does not enforce covenants.

UNIT #	**PLAT BOOK #/ PAGE #**	***LOTS**	**FLU**
1	PB 39, PG 1	864	RSX
2	PB 39, PG 14	864	RSX
3	PB 39, PG 18	432	RSX
4	PB 39, PG 30	432	RSX
5	PB 39, PG 31	864	RSX
6	PB 40, PG 41	868	RSX
7	PB 39, PG 46	418	RSX
8	PB 39, PG 47	137	RSX

9	PB 40, PG 42	864	RSX
10	PB 40, PG 14	308	See Below
11	PB 40, PG 15	429	See Below
12	PB 40, PG 19	N/A	ROSX
13	PB 40, PG 20	544	RSX (See ROSX Below)
14	PB 40, PG 21	844	RSX (See ROSX Below)
15	PB 40, PG 48	24	RSX
16	PB 40, PG 14	79	RSX
17	PB 40, PG 50	26	See Below
Woodlands	PB 87, PG 34	171 (Stormwater management area exempt and designated ROSX)	RSX
		TOTAL LOTS = 8,168	
* Numbers are a rough count and subject to change. Also, there are additional non-buildable parcels that have been created as parks, Greenways, Parkways, lakes and canals. Therefore, additional Recreation and Open Space "X" (ROSX) is to be designated to all parks, Greenways, Parkways, lakes and canals in addition to areas shown on map and listed in table.			

Except for certain lots in Units 10, 11, 12, 13, 14 and 17, the permitted use of all lots within this development is single-family residential. The following lots in Units 10 and 11 are designated as RLX:

Block 322	Lots 1—4 (All)
Block 323	Lots 1—6, 11—13
Block 324	Lots 15—22
Block 325	Lots 1—20
Block 326	Lots 25—44
Block 327	Lots 1—10, 22—30
Block 328	Lots 1—10 (All)
Block 329	Lots 1—10 (All)
Block 330	Lots 6—10
Block 331	Lots 1—5
Block 332	Lots 6—10
Block 334	Lots 5—16
Block 335	Lots 1—19
Block 336	Lots 1—29 (All)
Block 337	Lots 1—41 (All)
Block 338	Lots 1—34 (All)
Block 339	Lots 1—30 (All)
Block 340	Lots 1—12, Parcel 034013 (All)
Block 341	Lots 1—34 (All)
Block 342	Lots 1—9 (All)
Block 343	Lots 1—14 (All)
Block 344	Lots 1—15 (All)
Block 345	Lots 40—69

The following lots in Units 10 and 11 are designated as RMX:

Block 317	Lots 1—26 (All)

Block 318	Lot 1, Parcel 031801
Block 333	Lots 1—15 (All)
Block 346	Lots 9—16
Block 347	Lots 1—16 (All)
Block 348	Lots 1—16 (All)

The following lots in Units 10 and 11 are designated as OCX:

Block 320	Lots 3—8
Block 321	Lots 21—25, 29—38
Block 323	Lots 7—10
Block 324	Lots 1—10, 13—14
Block 325	Lots 21, 22, 31—43
Block 326	Lots 23, 24
Block 327	Lots 20, 21
Block 334	Lots 17—28
Block 335	Lots 28—46

The following lots in Units 10 and 17 are designated as NACX:

Block 318	Lots 2—6
Block 319	Lots 1—14
Block 320	Lots 1, 2, 9, 10, 12—28, Parcels 032038 and 000380
Block 321	Lots 26—28
Block 324	Lots 11, 12
Block 325	Lots 23—30
Block 327	Lots 11—19
Block 334	Lots 1—4, 29—32
Block 335	Lots 20—27

The following lots in Units 10 and 17 are designated as CACX:

Block 319	Lots 15—19
Block 320	Lots 29—37, Parcel 000380

The following lots in Units 10 and 11 are designated as INSTX:

Block 321	Parcel 032140
Block 325	Parcel 032544
Block 330	Lots 1—5
Block 331	Lots 6—10

The following lots in Units 10, 13 and 14 are designated as ROSX:

Block 319	Parcels 031920 and 031921
Block 359	Parcel 035917
Block 383	Parcel 038317

Additionally, ROSX is to be designated to all parks, Greenways, Parkways, lakes and canals.

GOAL 2.130-B4: For Indian Lake Estate to continue to develop at the same quality as it has in the past.

OBJECTIVE 2.130-B4: To recognize the Indian Lake Estates Restatement of Residential and Commercial Building Standards in the Polk County Land Development Code.

POLICY 2.130-B4.1: Polk County shall recognize the Indian Lake Estates Restatement of Residential and Commercial Building Standards when developing Land Development Code regulations for ILE.

LDCPAL-2026-5 - Text amendment to Section 2.130-B Indian Lakes Estates

Menu Reports Help

Application Name: Text amendment to Section 2.130-B Indian Lakes Estates

File Date: 04/09/2026

Application Type: BOCC-CPA Large

Application Status: In Review

Application Comments:

View ID	Comment	Date

Description of Work: County initiated Comprehensive Plan text amendment to Section 2.130-B Indian Lakes Estates amending the central sewer requirements and use of septic tanks

Application Detail: Detail

Address: 330 W CHURCH ST, BARTOW, FL 33830

Parcel No: 253006393000000172

Owner Name: POLK COUNTY

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
POLK COUNTY		Engineer	Mailing, 330 W Church ...	Active
POLK COUNTY		Contact	Mailing, 330 W Church ...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $850.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields: LD_GEN_PUB

PUBLIC HEARINGS

Development Type
Board of County Commissioners

Application Type
Government Project

Variance Type
_

Brownfields Request
_

Affordable Housing

Type of Acreage
_

GENERAL INFORMATION

Expedited Review

Number of Lots
_

Will This Project Be Phased

Acreage
0

DRC Meeting
04/30/2026

DRC Meeting Time
12:15 PM

Rescheduled DRC Meeting
_

Rescheduled DRC Meeting Time
_

Green Swamp
No

Number of Units
_

Case File Number
_

Is this Polk County Utilities

Is this Application a result of a Code Violation
No

One Year Extension
_

FS 119 Status
Non-Exempt

Code Violation Case Number
_

ADVERTISING

Legal Advertising Date
_

BOCC1 Advertising Date
_

BOCC2 Advertising Date
_

Advertising Board
Board of County Commissioners

MEETING DATES

Community Meeting
_

Planning Commission Date
06/03/2026

Land Use Hearing Officer 3
_

1st BOCC Date
06/16/2026

2nd BOCC Date
08/18/2026

LUHO-Level 3
_

HEARING

PC Hearing Results
_

PC Vote Tally
_

BOCC 1st Hearing Results

BOCC 1st Vote Tally

BOCC 2nd Hearing Results

BOCC 2nd Vote Tally

FINAL LETTER

Denovo Appeal

Denovo Results

Denovo Tally

LD_GEN_PUB_EDL

Opening DigEplan List...

DigEplan Document List

Open

PLAN REVIEW FIELDS

TMPRecordID	DocumentGroupforDPC	RequiredDocumentTypes
POLKCO-REC26-00000-00E65	DIGITAL PROJECTS LD	
RequiredDocumentTypesComplete	**AdditionalDocumentTypes**	**Activate DPC**
No	Applications,AutoCad File,Binding Site Plans (PDs and CUs),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion	Yes
Activate FSA	**DigitalSigCheck**	
Yes	Yes	

SELECTED AREA PLANS

Selected Area Plans

LAND USE

Selected Area Plan **LU Code**

DEVELOPMENT AREA

Development Area

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board **Number of Boards** (Number) **Number of Mailers** (Number) **Date Mailed** **Date Posted** **NOR**

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	04/09/2026	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Not Required	04/23/2026	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	04/16/2026	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	04/24/2026	Kim Turner
Planning Review	Chanda Bennett			
School Board Review	School District	Not Required	04/10/2026	School District
Review Consolidation	Lyndsay Rathke			
Public Notice				
Staff Report				
Planning Commision				
BOCC Hearing				
Final Letter				
DEO Review				
Second BOCC Hearing				
Archive				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

CHANDA BENNETT, AICP, CPM

Phone: (863) 534-6484
chandabennett@polk-county.net

P.O. Box 9005, Drawer 9005
Bartow, Fl 33831

EDUCATION

MS Florida State University, Urban and Regional Planning — December 1994
Studio: "Gaines Street Pedestrian Corridor Design Study "
Advisor: Dr. Haight

BS Florida State University, Interdisciplinary Social Sciences — May 1993
Graduated Summa Cum Laude
Minored in Mathematics

EMPLOYMENT

Comprehensive Planning Administrator, Land Development 2020-present
Supervise Comprehensive Planning Unit, Comprehensive Plan Map and Text Amendments, special studies, City Community Redevelopment Areas (CRA), Joint Panning Agreements, and strategic land use analysis

Comprehensive Planning Administrator, Long Range Planning 2011 to 2020

Principal Planner, Long Range Planning 2006 to 2011

Senior Planner, Planner III, Planner II, Planning Division 1996 to 2006
Developments of Regional Impact (DRI) Coordinator, CRA review management, Selected Area Plan (SAP) preparations and review, site plan review, Planned Development and zoning change preparations

Planner II, Housing and Community Development 1995 to 1996
Redevelopment Plan for Eloise, assisted with Consolidated Plan for Community Development Block Grant funds, grant eligibility determinations, managing citizen and housing advisory committees

HONORS AND AWARDS

Polk Vision Leadership Alumni 2017
Lake Wales Leadership Alumni 2016
Certified Public Manager, FSU 2008
Richard Coleman Conservation Award, Sierra Club, Fl Chapter, Polk Group 2003

PRESENTATIONS AND INVITED LECTURES

Workshop, "Got Planning" Florida American Planning Association Conference, Sept. 2018
Keynote Address, "Census" Bartow Rotary, January 2020
Workshop, "Low Impact Design," Water School, March 2018.

PROFESSIONAL TRAINING AND SERVICE

AICP Continuing Education Credits
American Institute of Certified Planning, 32 Credits per two years

Florida American Planning Association
FAPA Annual Conference Co-Chair, 2007

PROFESSIONAL AFFILIATIONS

American Planning Association, 1997-Present
Florida American Planning Association (FAPA), 1997-Present
Heart of Florida Section, FAPA, 1997-Present

COMMUNITY SERVICE

Lake Wales Heritage
Volunteer, 2022

Ridge Rangers, The Nature Conservancy, Florida Fish and Wildlife
Volunteer, Polk County and Lake McLeod Preserve, 1997 to 2014

COMPUTER SKILLS

MS Word, Excel, Power Point, Smart Draw, Accela, Minute Traq, ESRI Data Viewers

DEPARTMENT OF THE AIR FORCE
598TH RANGE SQUADRON (ACC)
AVON PARK AIR FORCE RANGE FLORIDA

2 June 2026

MEMORANDUM FOR POLK COUNTY PLANNING COMMISSION
Mr. Robert Beltran, Chair
Polk County
330 W. Church Street
Bartow, FL 33831-9005

FROM: 598 RANS/CC
29 South Blvd
Avon Park Air Force Range, FL 33825

SUBJECT: Polk County LDCPAL-2024-15 and LDCT-2024-24

1. I am sending this letter to formally share my viewpoint regarding the proposed Comprehensive Plan and Land Development Code (LDC) text amendments. The proposed Indian Lakes Estates (ILE) Comp Plan and LDC amendments do not present mission sustainment/encroachment concerns for APAFR. We would emphasize, however, increases in residential density underneath military Special Use Airspace (SUA) could result in noise complaints; will increase risk to public safety should an aviation mishap occur; and set a concerning precedence for future compatibility with APAFR.

2. APAFR is the largest USAF air-to-ground training range in the eastern U.S., providing world-class military training for DoW units from across our nation. APAFR's extensive air and ground space provide our nation's warfighters the ability to train like they fight. In consideration of APAFR's airspace, Polk County established Military Compatibility Zones (MAZ) 1 and 2. One segment of airspace, Restricted Airspace R-2901D WEST, extending from 1000 ft to 4000 ft, is located directly above ILE. Development of duplexes underneath low-altitude restricted airspace would typically be a significant encroachment concern, however inclusion into an established residential community, should not have additional negative impact to APAFR's mission.

3. Thank you for your consideration. We sincerely hope this information helps inform your evaluation of these proposed amendments. If you have any questions or want any additional information, please contact me by email at albert.chang@us.af.mil or at my duty mobile number: 813-787-8942.

CHANG.ALBERT.J.1248450297
Digitally signed by CHANG.ALBERT.J.1248450297
Date: 2026.06.02 13:14:56 -04'00'

ALBERT J. CHANG, Lt Col, USAF
Commander

Agenda Item N.11. 6/16/2026

SUBJECT

Public Hearing (LDCT-2026-12 ILE LDC Duplex and Use Table Text Change) (First Reading) to consider the adoption of ordinance amending the Land Development Code regarding Chapter 4, Section 402, c. Indian Lakes Estates (Pre-DRI #2) to add a use table and conditions for duplex units on septic tanks, minimum septic tank requirements, and prohibiting parcel subdivision. This case is related to LDCPAL-2026-5, a companion Comprehensive Plan text amendment. (No Fiscal Impact)

DESCRIPTION

This is a County-initiated to modify Chapter 4 regarding Indian Lakes Estates (ILE). ILE is located east of Lake Walk in the Water, south of SR 60 and north of CR 630 between Lake Walk in the Water and the intersection of SR 60 and CR 630. On June 3, 2026, the Planning Commission voted 7:0 to recommend 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. This is the first of the two hearings.

RECOMMENDATION

After the second reading on August 16, 2026

Approve

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chanda Bennett, AICP, CPM

Land Development Division

(863) 534-6484

chandabennett@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

ID #:	**N/A**
DRC Date:	April 30, 2026
Planning Commission Date:	June 3, 2026
BoCC Dates:	June 16, 2026, 1st reading, and August 16, 2026, Adoption
Applicant:	County Initiated
Level of Review:	Level 4 Review, Land Development Code Text Amendment
Case Number and Name:	LDCT-2026-12 ILE LDC Text Amendment
Request:	Land Development Code text amendment to Chapter 4, Section 402, c. Indian Lakes Estates (Pre-DRI #2) to add a use table and conditions for duplex units on septic tanks, minimum septic tank requirements, and prohibiting parcel subdivision. This case is related to LDCPAL-2026-5, a companion Comprehensive Plan text amendment.
Location:	Indian Lakes Estates is located east of Lake Walk in the Water, south of SR 60 and north of CR 630 between Lake Walk in the Water and the intersection of SR 60 and CR 630.
Property Owner:	Various property owners in Indian Lakes Estates
Parcel Size:	N/A
Development Area:	Neighborhood Utility Service Area (NUSA) and the Suburban Development Area (SDA)
Future Land Use:	Office Center-X (OCX), Community Activity Center-X (CAC-X), Neighborhood Activity Center-X (NAC-X), Recreation and Open Space-X (ROS-X), Residential Low-X (RL-X) and Residential Suburban-X (RS-X).
Nearest Municipality	Frostproof
DRC Recommendation:	Approval
Planning Commission Vote:	Approval 7:0
Florida Commerce	Pending transmittal
Case Planner:	Chanda Bennett, Comprehensive Planning Administrator

The changes to Chapter 4, section 402, c, Indian Lakes Estates (PRE-DRI #2) are:

1) POLICY 2.130-B3.4 –
    a. Adding two conditions that allow duplex units on septic tanks in the Residential Low-4X (RL-4X) at four dwelling units to the acre. The conditions are summarized as follows:
        i. Each duplex unit in RL-4X shall be limited to one septic tank per duplex unit on a parcel as it existed on August 16, 2026;
        ii. Adding minimum requirements for septic tank design.

Summary of Analysis

This is a County-initiated amendment revising the regulations in Chapter 4, Section 401, c, Indian Lakes Estates (Pre-DRI #2) in the Land Development Code adding a use table and conditions for duplex units on septic tanks, minimum septic tank requirements and prohibiting parcel subdivision. This case is related to LDCPAL-2026-5, a companion Comprehensive Plan text amendment.

These requests modify the sewer connection requirements to allow one septic tank per duplex structure in Residential Low-X (RL-X) at densities over two dwelling units per acre. Connection to centralized sewer is required per Comprehensive Plan Policy 2.130-B3.4 for anything over two (2) dwelling units per acre in the RLX. Table 2.1 of the Land Development Code requires a Level 3 Review for duplex structures in the RLX. However, there is no sewer available in ILE and none is anticipated. The lot sizes in the RLX in ILE are mostly half an acre. This request includes a proposal to make duplex units a Conditional Use Level 1 Review (C1-administrative review). The need for this amendment is due to the two building permits that were issued for duplex units in Indian Lakes Estates in error, as follows:

- BR-2025-8850 on a half-acre parcel ID# 303109-994110-034548 in the RLX on a paved road;
- BR-2025-6542 on a half-acre parcel ID# 303109994110034803 in Residential Medium-X (RMX) on an unpaved road.
- The builders have converted the units to a single-family home and may convert the units back to a duplex at some point in the future.

ILE Background – Indian Lake Estates (ILE) is a platted subdivision of residential & non-residential lots recorded in the official records of Polk County, Florida, consisting of 8,000 ± lots (approx. 5,000 acres). ILE is not a vested development from the DRI statute. On November 30, 2004, the Board of County Commissioners approved a Comprehensive Plan map and text amendment for ILE (CPA 04B-09) based on a request from area property owners because there were no officially recognized land use designations in the Polk County Comprehensive for ILE. Prior to this amendment the Future Land Use designation was Pre-Development of Regional Impact #2. Development approvals were based on the Pre-Planned Unit Development and the subdivision documentation in Building. ILE is also governed by restrictive covenants of which the County does not enforce.

Relevant Sections, Policies, and/or Regulations to Consider:
Policy 2.102-A1: Development Location
Policy 2.102-A2: Compatibility
ILE Goals

Findings of Fact

Request and Legal Status

- This is a Land Development Code text amendment (LDCT-2026-12) proposed to add a use table similar to Table 2.1, conditions that a duplex is permitted in RLX using a septic tank with only one septic tank per duplex unit on parcels as they existed on August 16, 2026, and minimum requirements for the septic tanks. The use table proposed to be added to Chapter 4 for ILE, part of LDCT-2026-12, will make duplex units a Conditional Use Level 2 Review rather than as listed in Table 2.1 for the rest of the County as a Conditional Use Level 3 Review.

- This is a County-initiated request to amend Policies 2.130-B3.4 to modify the sewer connection requirements to allow one septic tank per duplex structure in Residential Low-X (RL-X) in Section 2.130-B Indian Lakes Estates (ILE). This case is related to LDCT-2026-12, a companion Land Development Code Text Amendment.

- Two building permits were issued for duplex units in Indian Lakes Estates in error, as follows:

    A. BR-2025-8850 on a half-acre parcel ID# 303109-994110-034548 in the RLX on a paved road;
    B. BR-2025-6542 on a half-acre parcel ID# 303109994110034803 in Residential Medium-X (RMX) on an unpaved road.
    C. The builders have converted the units to a single-family home and may convert the units back to a duplex at some point in the future.

- ILE is a platted subdivision of residential & non-residential lots recorded in the official records of Polk County, Florida, consisting of 8,000 ± lots (approx. 5,000 acres).

- All roads in ILE are privately owned and maintained by ILE.

- On November 30, 2004, the Board of County Commissioners approved a Comprehensive Plan map and text amendment for ILE (CPA 04B-09) based on a request from area property owners because there were no officially recognized land use designations in the Polk County Comprehensive for ILE. Prior to this amendment the Future Land Use designation was Pre-Development of Regional Impact #2.

- Development approvals were based on the Pre-Planned Unit Development and the subdivision documentation in Building.

- The table in Policy 2.130-B3.4 states the maximum density in RLX that can be on centralized water, but no sewer is two (2) dwelling units to the acre and the maximum density in RLX of (5) five dwelling units to the acre must be on public water and sewer. Therefore, any density over two (2) dwelling units per acre require centralized water and sewer connections.

- The use of septic tanks is permitted for densities less than five (5) dwelling units to the acre in other areas of unincorporated Polk County.

- Duplex units in Table 2.1 are currently listed as a Conditional Use Level 3 Review.

- ILE is in the Military Compatibility Zone 1 and Zone 2 for the Avon Park Airforce Range.

Compatibility and Infrastructure

- The Board of County Commissioners denied a Comprehensive Plan amendment (LDCPAL-2024-15) in February of 2025 modifying Policy 2.130-B3.4 to allow densities over two (2) dwelling units per acre to be on septic and to allow duplex units in the Office Center-X (OCX) Future Land Use designation.

- The Board of County Commissioners also denied a companion Land Development Text amendment (LDCT-2024-24) to add a use table to the ILE section in Chapter 4 of the LDC and to reference the allowance for septic.

- ILE is for the most part an isolated community surrounded predominantly by Agriculture/Residential Rural (A/RR) land use. Also surrounding ILE to the north is the Sumica, a 4,031-acre County owned Environmental Lands property. To the west is Lake Walk-in-Water.

- Canopy Oaks, a Recreational Vehicle Park community, is to the south of ILE.

- Water is provided by ILE Utilities, a private, independent company. There is no current active sewer within ILE.

- Approximately 10 percent of ILE is wetland, and approximately 35 percent is shown to contain Federal Emergency Management Area (FEMA) Flood Zones. The majority of the wetland areas lie on the shoreline of Lake Walk-in-Water. Some isolated wetlands appear in the interior of the development along the shoreline of the ponds. Almost all of the known wetlands are located within lands owned by the ILE Homeowners Association and not planned or approved for development.

- The nearest active airport facility is the airfield at River Ranch, a Development of Regional Impact (DRI) seven miles to the east. Airspace for the Avon Park Bombing Range is within closer proximity to the development. Neither of these facilities will be adversely impacted by the fulfillment of the ILE development plan.

- There have been protected plant and community sightings in the eastern part of ILE and there have been protected animal sightings in the eastern and western parts of ILE.

- ILE has a community golf course, several small community parks, an extensive system of greenway trails, community boat ramp, marina, beach and pier onto Lake Walk-In-Water.

Additionally, there are several ponds located throughout ILE and to the north is the 4,031 acre Sumica County owned Natural Area.

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.

- The goals of the ILE development in the Comprehensive Plan include:
    - GOAL 2.130-B1: Remain a secure and sustainable suburban resort-oriented community.
    - GOAL 2.130-B2: Preserve the natural beauty, wildlife and solitude of ILE and the surrounding area.
    - GOAL 2.130-B3: Encourage sustainable growth by promoting a mixture of residential and non-residential uses outside the gate; and allowing only single-family residential and amenities with services inside the gate.
    - GOAL 2.130-B4: For Indian Lake Estate to continue to develop at the same quality as it has in the past.

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 LDCT-2026-12.**

Planning Commission Recommendation: On June 3, 2026, at an advertised public hearing, the Planning Commission recommend 7:0, to **APPROVE/DENY LDCT-2026-12.**

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:

Exhibits 2, 3, and 4 display parcels staff have been asked to allow duplex structures in ILE in 2024. Moreover, a building permit has been issued for a duplex unit in the Residential Low-X (RLX) at the south end of Fort Myers Drive on a parcel that is half an acre and a duplex building permit for a property in the Residential Medium-X (RMX) on a half an acre on an unpaved road. Both parcels are connected to public water and on septic. The roads in ILE are all private. The duplex makes the density four (4) dwelling units per acre. Policy 2.130-B3.4 includes a table providing maximum densities and intensities given the availability of centralized water and sewer. This table states the maximum density in Residential Low-X (RLX) as displayed below with the recommended text modification highlighted in yellow.

FLU	Without Central Water or Sewer		With Central Water, but not Sewer		With Central Water & Sewer*	
	Maximum Density	Maximum FAR	Maximum Density	Maximum FAR	Maximum Density	Maximum FAR
RLX	1 du/ac	0.05	2 du/ac **	0.1	5 du/ac	0.25
RMX	1 du/ac	0.05	4 du/ac	0.15	10 du/ac	0.25
OCX	1 du/ac	0.1	2 du/ac	0.2	5 du/ac	0.30
NACX*	1 du/ac	0.1	4 du/ac	0.2	10 du/ac	0.25
CACX*	1 du/ac	0.15	4 du/ac	0.2	10 du/ac	0.35
INSTX	n/a	0.1	n/a	0.2	n/a	0.25
* Residential only permitted in NACX and CACX in connection with retail as a mixed use or live-work unit. ** See Policy 2.130-B3.4						

Most lots in the RL-4X and the RMX in ILE are half acre which is a density of two (2) dwelling units to the acre, if a single-family home is constructed on each. A subdivision of these lots or a duplex on any of these lots makes the density four (4) dwelling units per acre. However, the table in the Comprehensive Plan displayed above does not permit densities above two (2) dwelling units per acre on septic tanks. Other areas in RL-4 in unincorporated Polk County outside of ILE have the option to develop at three (3) and (4) dwelling units per acre with septic tanks if permitted by the Health Department. However, duplex units in RL-4 is a Level 3 Review per Table 2.1 of the Land Development Code.

The LDC text amendment (LDCT-2026-12) is being proposed to add a use table in Chapter 4 for ILE like Table 2.1 in Chapter 2 for just the Future Land Use designations within ILE which are listed below. The only difference will be that duplex units in ILE is proposed a Conditional Use Level 1 Review (C1 - administrative staff level review) versus Table 2.1 that requires a Conditional Use Level 3 Review for all duplex units in RL. Duplex units in RM are a permitted use "P" in Table 2.1.

- Residential Suburban (RS)
- Residential Low (RL)
- Neighborhood Activity Center (NAC)
- Community Activity Center (CAC)
- Institutional (INST)

- Recreation and Open Space (ROS)

Infrastructure Impacts - This does remove some barriers to development that can lead to more growth. However, ILE is a vested development. 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.

Avon Park Airforce Range Military Compatibility Zone (Range)

ILE is in both Compatibility Zones for the Range. There is a Military Compatibility Zone 1 and Zone 2 (See Exhibit 5). Section 2.124-I of the Comprehensive Plan has policies for the Range.

https://library.municode.com/fl/polk_county/codes/comprehensive_plan?nodeId=CH2DEPO_DIV2.100FULAUSEL_S2.124-IAVPAAIRAMICOZO

These policies address coordination and implementation of the Joint Land Use Study prepared by the Central Florida Regional Planning Council (CFRPC). Chapter 6 of the Land Development Code includes standards for the Range.

https://library.municode.com/fl/polk_county/codes/land_development_code?nodeId=CH6REPR_S642MICOZORE251RD19-008092112OR12-028

The proposed changes will make development in ILE easier which is of a concern for the Range. However, All the lots in ILE are vested lots that are eligible for some type of development.

Comparisons to other Jurisdictions:

Special policies and development code regulations are common in other jurisdictions throughout Florida. The current section for ILE is equivalent to the County's section of the Comprehensive Plan and Land Development Code regarding Selected Area Plans. Section 2.130 of the Comprehensive Plan was created for Developments of Regional Impact (DRI). It seems appropriate to make these changes to the policy related to ILE allow infill development and the potential for more residential development to accommodate the growing population of Polk County rather than creating new residential communities.

Benefit-Cost Analysis of the Amendment

Who does it help?
This amendment directly benefits the affected landowners in Residential Low by allowing more flexibility in duplex construction. The removal of sewer connection makes duplex unit an obtainable housing type in RL in ILE. In addition, by restricting one septic tank per duplex unit, it does not increase impacts to the environment because each parcel in RL in ILE would receive a septic tank per lot.

Who does it hurt?
There is the potential for existing single-family residents to live adjacent to lots that will receive a duplex unit without a public hearing. Not all property owners consider a mixture of housing types

in a community beneficial. Moreover, the residents of duplex units living on an unpaved road may experience dust and negative impacts on their vehicles. Section 705 of the Land Development Code (LDC) requires all residential structures to access a county paved and maintained road or a private paved road meeting County standard. Chapter 9 of the LDC does permit a waiver to this requirement. Staff will have to determine how these two building permits impact issuing unpaved road frontage waivers for additional building permits.

What is the cost?
There are some roadways in ILE that are not paved. The roads are private, however. Changing duplex units to a C1 instead of a Conditional Use 3 Review has the potential to increase the costs to ILE in terms of road maintenance which does in turn increase the costs to the new residents.

Limits of the Proposed Ordinances

The scope of the amendment will impact new development within the RL-4X designation only ILE. The Comprehensive Plan text amendment and the Land Development Code text amendment will allow duplex units in RLX at four dwelling units to the acre on public water and septic.

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-A1: **Development Location** – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.	The proposed text amendments are a small change to allow for duplex units and allow some growth without sewer. 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, 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 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
GOAL 2.130-B1: Remain a secure and sustainable suburban resort-oriented community. **GOAL 2.130-B2:** Preserve the natural beauty, wildlife and solitude of ILE and the surrounding area. **GOAL 2.130-B3:** Encourage sustainable growth by promoting a mixture of residential and non-residential uses outside the gate; and allowing only single-family residential and amenities with services inside the gate. **GOAL 2.130-B4:** For Indian Lake Estate to continue to develop at the same quality as it has in the past.	The proposed amendment related to sewer exemption will allow duplex units at no more than four (4) units per acre on public water and sewer.
POLICY 2.124-I2: In compliance with section 163.3175(5), F.S., Polk County shall continue to coordinate with range representatives and the Central Florida Regional Planning Council (CFRPC) to adopt and implement development standards and guidelines that minimize impacts of development on the operations of the military installation. The Land Development Code shall address land use, lighting, height, noise, and communication frequency spectrums in defining the criteria for compatibility within the MCZ.	Polk County has reached out to the Central Florida Regional Planning Council and the Avon Park Airforce Range base representative. The Avon Park Airforce Range did submit a letter of opposition to a similar type of request from January of 2025. This letter is provided under separate cover. An updated letter will be provided if received prior to the Planning Commission hearing.

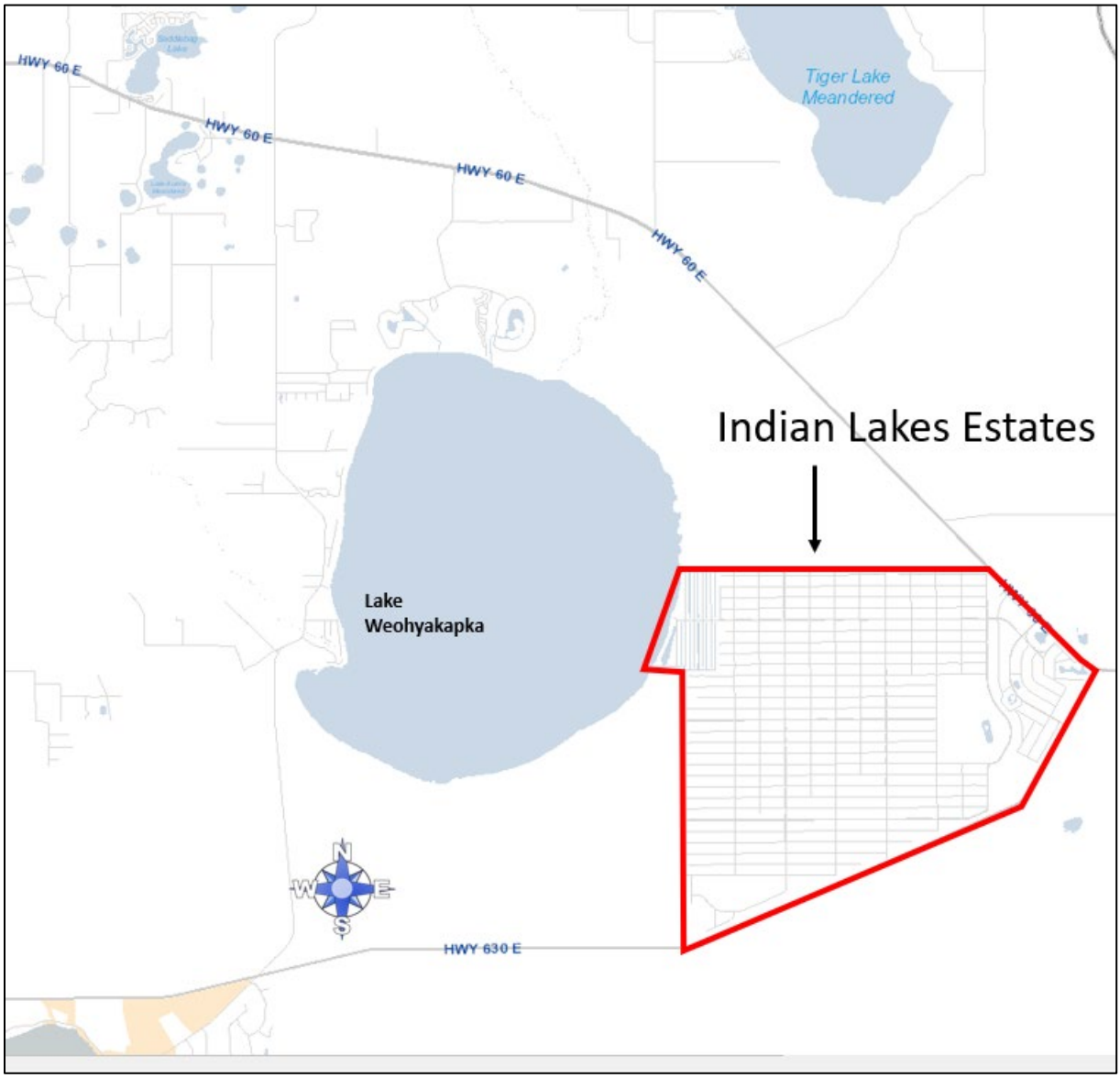
Comments from Other Agencies: None

Exhibits:

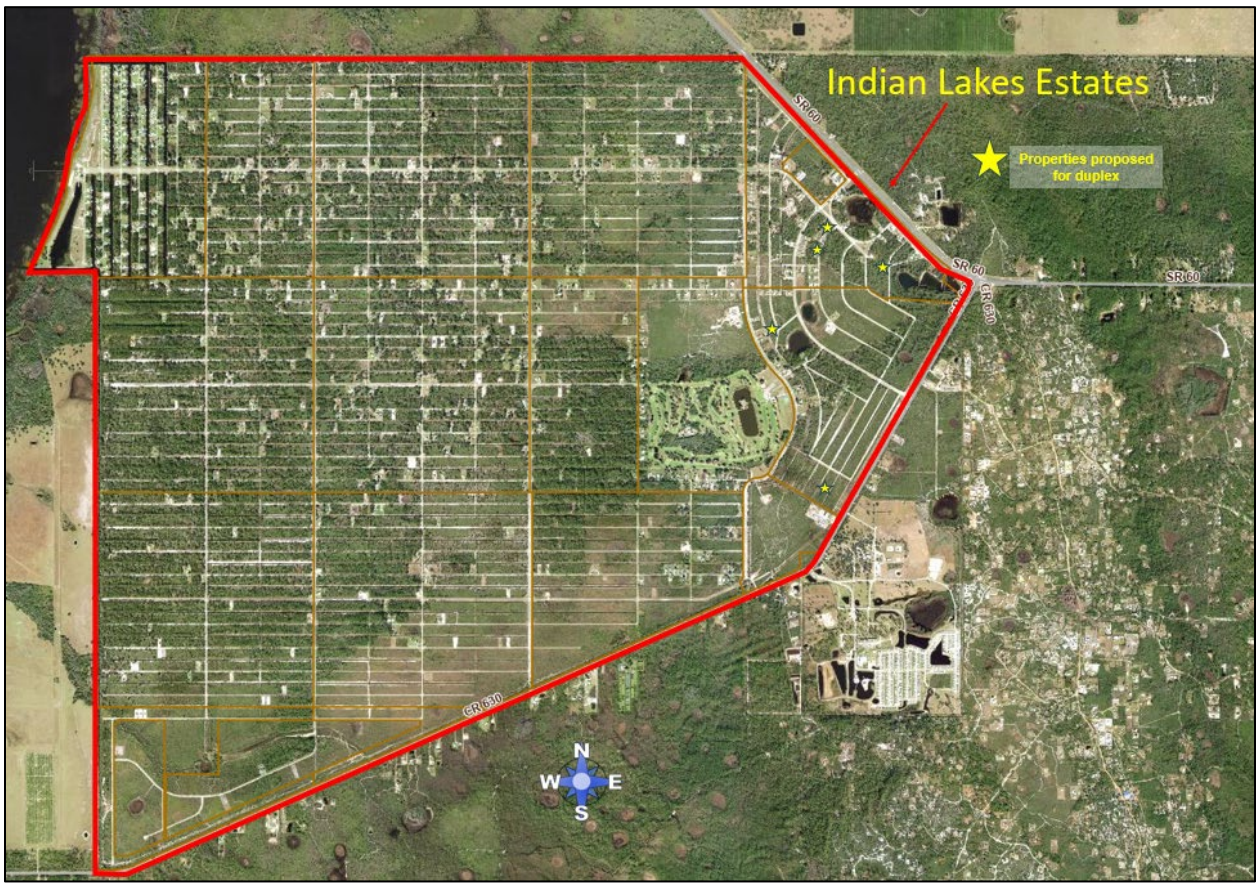
Exhibit 1	Location of the Indian Lakes Estates
Exhibit 2	Context Aerial
Exhibit 3	Close Up Aerial
Exhibit 4	Current Future Land Use Map
Exhibit 5	Military Compatibility Zones Avon Park Airforce Range

Under separate attachment

- Draft Ordinances with proposed text
- Application information



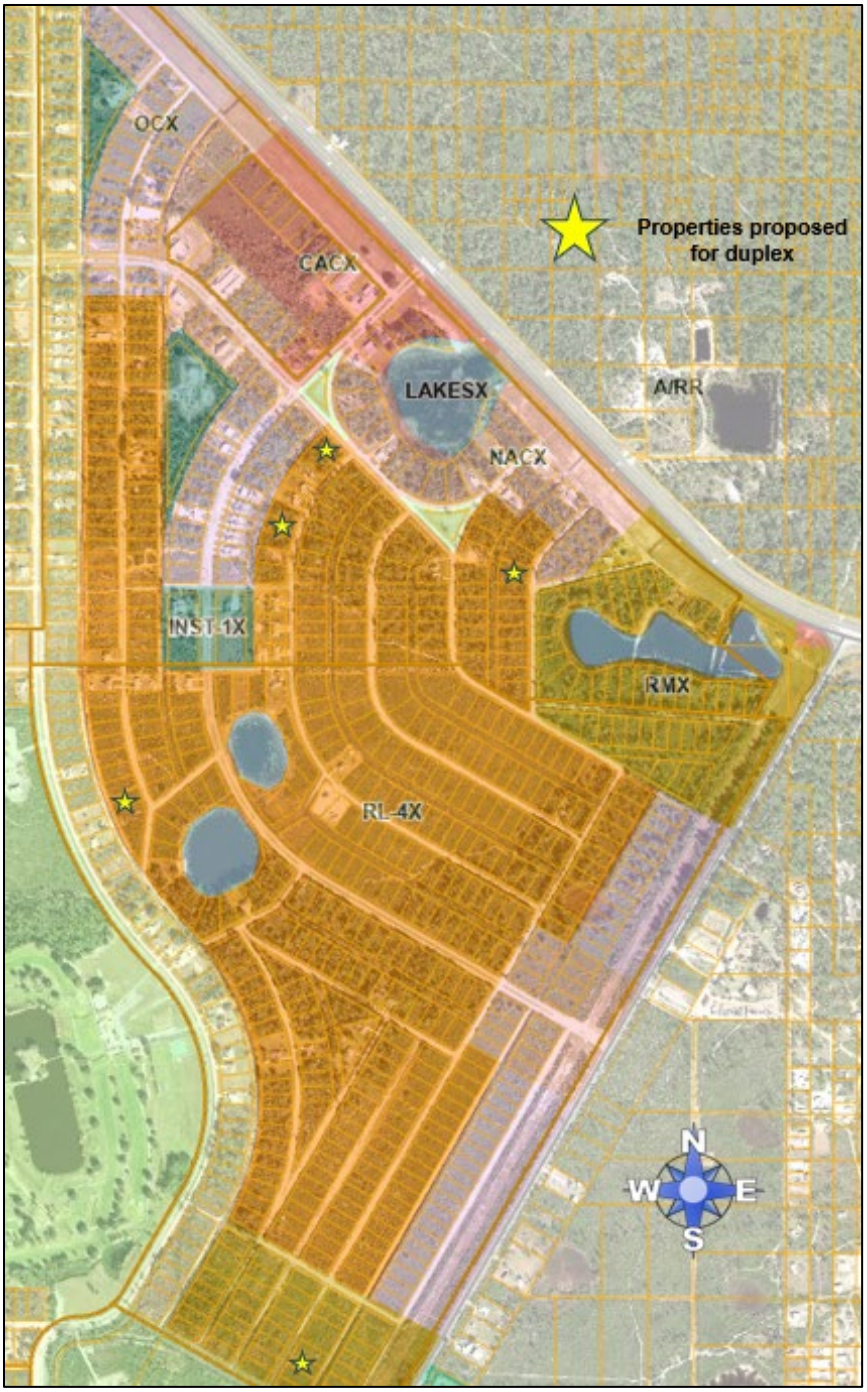
LOCATION MAP



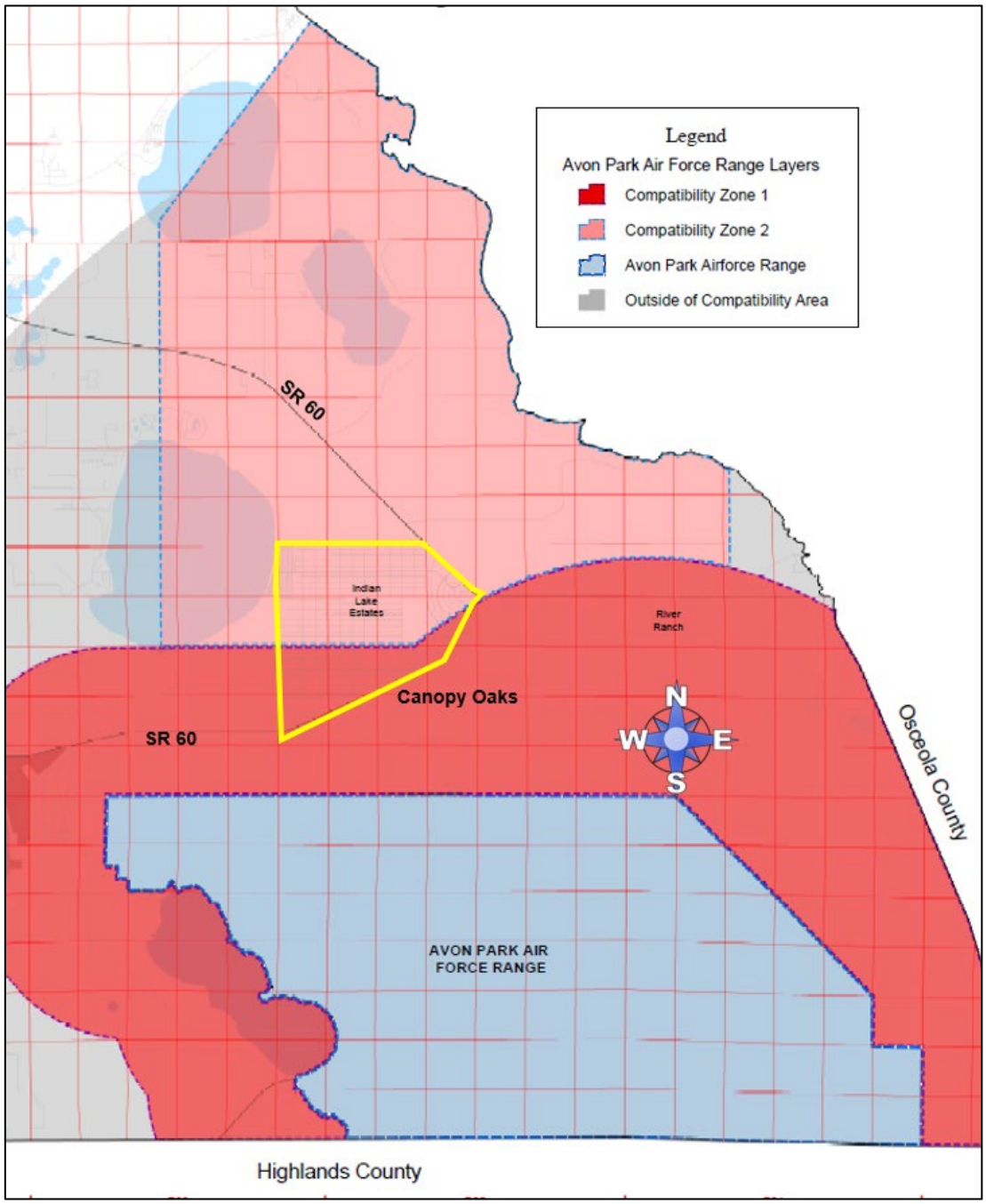
AERIAL (2023 CONTEXT)



AERIAL (2023 CLOSE UP)



CURRENT FUTURE LAND USE MAP



Military Compatibility Zones Avon Park Airforce Range

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT **LDCT-2026-12**, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE; MODIFYING CHAPTER 4, SECTION 402.C, TO ADD CONDITIONS FOR WHEN DUPLEX STRUCTURES CAN USE SEPTIC TANKS; TO ADD A USE TABLE; ADD A REFERENCE TO THE ZONING ORDINANCE; DELETE A REFERENCE TO THERE BEING NO LAND USE MAP FOR INDIAN LAKE ESTATES (PRE-DRI #2) ; 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 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 June 3, 2026; and

WHEREAS, the proposed text amendment to the Polk County Land Development Code shall clarify standards as they pertain to Section 220, Chapter 2 Compatibility Standards, to add Agricultural Residential Rural (A/RR) to the list of Future Land Use designations where 50-foot compatibility zones apply; and add a new Subsection H. to add screening and buffering standards for structures with four (4) or more loading/unloading areas and docking bays; and

WHEREAS, the Board of County Commissioners held two public hearings on June 16, 2026 and August 16, 2026, wherein the Board reviewed and considered the Planning Commission's recommendation, the staff report, and all comments received during said public hearings, and provided for necessary revisions; and

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

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

SECTION 1: FINDINGS The Board hereby finds and determines that:

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

b) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on June 3, 2026, to consider the LDC text amendments contained within Application LDCT-2026-12 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2026-12.

c) The adoption of LDCT-2026-12 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Chapter 4, Section 402.C, Development of Regional Impact and Pre-Development of Regional Impact, and Utility Enclave Areas, Indian Lake Estates (Pre-DRI #2) of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

C. **Indian Lake Estates (PRE-DRI #2)**

The following shall apply to Indian Lakes Estates:

1. Description - The Indian Lake Estates development comprises more than 5,000 acres and of the zoning designation of Pre-Existing Planned Unit Development (P.E. PUD) under the repealed zoning ordinances. ~~There is no approved land use map for Indian Lake Estates.~~ Indian Lake Estates is not a vested development from the DRI statute like Poinciana. This development is a platted subdivision, recorded in the official public records of Polk County, Florida as follows:

UNIT #	PLAT BOOK #/PAGE #	LOTS
1	PB 39, PG 1	864
2	PB 39, PG 14	864
3	PB 39, PG 18	432
4	PB 39, PG 30	432
5	PB 39, PG 31	864
6	PB 40, PG 41	847
7	PB 39, PG 46	420
8	PB 39, PG 47	137
9	PB 40, PG 42	864
10	PB 40, PG 14	305
11	PB 40, PG 15	426

12	PB 40, PG 19	(Recreation Area)
13	PB 40, PG 20	544
14	PB 40, PG 21	844
15	PB 40, PG 48	24
16	PB 40, PG 14	78
17	PB 40, PG 50	(Commercial)
		TOTAL LOTS = 7,942

2. Block uses - Except for certain lots in Units 10 and 11, the permitted use of all lots within this development is single-family residential in residential districts. The following lots in Unit 10 are designated as commercial:

Block 318	Lots 1, 5, 6
Block 319	Lots 1-19
Block 320	Lots 9-11
Block 321	Lots 26-28
Block 325	Lots 23-28
Block 327	Lots 14, 15, 17

The following lots in Unit 11 are permitted for single-family or duplex residential structures:

Block 346	Lots 9-16
Block 347	All
Block 348	All

3. Duplexes – Duplex units may be permitted on septic tanks without the requirement to connect to public sewer only in the RL-4 under the following conditions:

a. Each duplex unit, in Residential Low-4, shall be limited to one (1) on-site sewage treatment and disposal system (OSTDS) to serve the duplex structure located on a single parcel as the parcel existed on August 16, 2026. Separate septic systems for individual dwelling units shall not be permitted. The system shall be designed, permitted and installed in accordance with all applicable requirements of the Florida Department of Health and/or Department of Environmental Protection (DEP).

b. The required capacity of the on-site sewage treatment and disposal system shall be based on estimated wastewater flows calculated at a minimum rate of 100 gallons per day per bedroom. The total design flow for the duplex shall be the cumulative total of all bedrooms within both dwelling units. Final system sizing, design, and permitting shall be subject to review and approval by the Florida Department of Health and/or Department of Environmental Protection (DEP) and must meet or exceed all applicable state standards.

4. Standard use table for Indian Lakes Estates

Table ILE Use table for Standard Land Use Districts (								
	RSX	RL-4X	RMX	NACX	CACX	OCX	INST-1X	ROSX

Key to Table: P = Permitted Use; C = Conditional Use/Level of Review								
Residential Uses								
Duplex, Two-family Attached	C3	C1	P					
Family Farm	C1							
Fly-in Community	C3							
Group Home, Small (6 or less residents)	C1	C1	C1					
Group Home, Large (7-14 residents)	C3	C3	C1				C1	
Group Living Facility (15 or more residents)	C3	C3	C3				C2	
Farm Worker Dormitory, Apartment Style	C2							
Farm Worker Dormitory, Barrack Style	C3							
Mobile Home Park	C3	C3	C3					
Mobile Home Subdivision	C3	C3	C3					
Mobile Homes, Individual	C1	C1	C1					
Multi-family		C3	C2	C3	C3	C3	C3	
Recreational camping								C2
Residential Infill Development	C2	C2						
Rural Residential Development (RRD)	C3							
Short-Term Rental Unit		C3	C3					
Single-family Detached Home & Subdivision	P	P	P					
Suburban Planned Development	C3							
Mixed Uses								
Planned Development	C3	C3	C3	C3	C3	C3	C3	C3
Residentially Based Mixed Development (RBMD)	C3	C3	C3					
Rural Mixed Development (RMD)	C3							
Transitional Area Development	C3	C3	C3	C3	C3			
All Other Uses								
Adult Day Care Center (7 or more clients)	C3	C3	C3				C2	
Adult Use					C1			
Agricultural Support, Off-Site	C3					C3		
Airport								
Airstrip, Private								
Alcohol Package Sales				C1	C1			
Animal Farm, Intensive	C1							

Bars, Lounges, and Taverns				C3	C1			
Bed and Breakfast	C3	C3	C2					
Breeding, Boarding, and Rehabilitation Facility, Wild or Exotic								
Car Wash, Full Service					P			
Car Wash, Incidental				C2	P			
Car Wash, Self Service					P			
Cardboard & Shredded Paper Collection								
Cemetery	C3			C3	C2		C2	
Childcare Center	C3	C3	C3	P	P	C3	P	
Clinics & Medical Offices				C2	P	P	C2	
Commercial Vehicle Parking					C2			
Communication Towers, Guyed and Lattice	C3	C3	C3		C3		C2	C3
Communication Tower, Monopole	C3	C3	C3		C2		C2	C3
Community Center	C3	C3	C3	C2	C2	C2	C2	C2
Construction Aggregate Processing								
Construction Aggregate Storage								
Convenience Stores, Isolated	C2							
Correctional Facility								
Crematorium								
Cultural Facility	C3	C3	C3	C2	C2	C2	C2	C2
Emergency Shelter, Small (6 or less residents)	C1	C1	C1					
Emergency Shelter, Medium (7-14 residents)	C3		C1				C1	
Emergency Shelter, Large (15 or more residents)	C3	C3	C3				C2	
Event Facility	C3							
Fish Camp								
Farming General	P	P	P	P	P	P	P	P
Financial Institution				P	P	C2		
Financial Institution, Drive Through				C2	C2	C3		
Flea Market/Enclosed					C1			
Flea Market/Open					C4			
Funeral Home & Related Facilities					C2			
Gas Station				P	P		C3	
Golf Course	C1	C1	C3				C1	C1

Government Facility	C3	C3	C3	P	P	C3	P	C3
Gypsum Stack								
Hazardous Waste Transfer, Storage								
Hazardous Waste Treatment Facilities								
Heavy Machinery Equipment Sales and Services								
Heliports					C2		C2	
Helistops	C3	C3	C3	C3	C3	C3	C2	C2
Hospitals					P	C3	C3	
Hotels and Motels					P			
Kennels, Boarding and Breeding	C3				C1			
Lime Stabilization Facility	C3						C3	
Livestock Sale, Auction	C1							
Lodges and Retreats	C3						P	P
Manufacturing, Explosives/Volatile Material								
Manufacturing, General								
Manufacturing, Light								
Marinas and Related Facilities				C1	C1			
Medical Marijuana Dispensaries				C2	C2	C3		
Mining, Non-phosphate	C3	C3	C3	C3	C3	C3	C3	C3
Mining, Phosphate								
Motor Freight Terminal								
Nightclubs and Dance Halls					C3			
Nurseries, Retail				P	P			
Nurseries and Greenhouses	C1			P	P			
Nursing Home			C2		C2		C2	
Office				C2	P	P	C2	
Office Park						C2	C2	
Outdoor Concert Venue	C3							C3
Personal Service				C2	P	C2		
Power Plants Non-Certified, Low								
Power Plants, Non-Certified, High								
Power Generation, Certified								
Printing & Publishing						C2		
Railroad Yard								

Recreation, Passive	C1	C1	C1	C1	C1	C1	C1	C1
Recreation, High Intensity	C3	C3	C3				C1	C1
Recreation, Low-Intensity	C2	C2	C2				C1	C1
Recreation & Amusement General				C2	C2			
Recreation & Amusement Intensive								
Recreation, Vehicle Oriented	C3	C3	C3				C2	C2
Recreational Vehicle Park								
Recreational Vehicle Storage								
Religious Institution	C3	C3	C3	C2	C2	C2	C2	C2
Research & Development						C3	C2	
Residential Treatment Facility					C4		C4	
Restaurant, Drive-thru/Drive-in				C2	C2			
Restaurant, Sit-down/Take-out				P	P			
Retail, 10,000 - 34,999 sq. ft.				P	P	C3		
Retail, 35,000 - 64,999 sq. ft				P	P			
Retail, More than 65,000 sq. ft.				C3	P			
Retail, Home Sales Offsite								
Retail, Less than 10,000 sq. ft.				P	P	C3		
Retail, Outdoor Sales/Display					C3			
Riding Academies	C1							C1
Salvage Yard								
School, Elementary	C2	C2	C2				P	
School, Middle	C3	C2	C2				P	
School, High	C3	C3	C2				C3	
School, Leisure/Special Interest	C3	C3	C3	C2	P	C3	P	P
School, Technical/Vocational/Trade & Training				C3	C2	C2	C3	
School, University/College		C3	C3	C3	C3		C3	
Seaplane Base	C3						C3	
Self-storage Facility				C2	C2			
Solid Waste Management Facility								
Studio, Production						P	P	

Solar Electric-Power Generation Facility	C3						C2	
Transit, Commercial								
Transit, Facility				P	P		P	
Transitional Area Development	C4	C4	C4	C4	C4	C4		
Truck Stop								
Utilities, Class I	P	P	P	P	P	P	P	P
Utilities, Class II	C1	C1	C1	P	P	C1	P	P
Utilities, Class III	C3	C3	C3	C3	C3	C3		C3
Vehicle Recovery Service/Agency								
Vehicle Repair, Auto Body								
Vehicle Service, Mechanical				P	P			
Vehicle Sales, Leasing					C2			
Veterinary Service	C2			P	P	C2		
Warehousing/Distribution								
Water Ski Schools	C4			C3	C3		C3	C3

SECTION 4: SEVERABILITY

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

SECTION 5: EFFECTIVE DATE

This ordinance shall become effective upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA this 4th day of February 2025.

LDCT-2026-12 - Text amendment to Chapter 4, Section 402 C - Indian Lakes Estate

Menu Reports Help

Application Name: Text amendment to Chapter 4, Section 402 C - Indian Lakes Estate

File Date: 04/09/2026

Application Type: BOCC-LDC Text Change

Application Status: In Review

Application Comments:

View ID	Comment	Date

Description of Work: County initiated Land Development Code text amendment to Chapter 4, Section 402 C - Indian Lakes Estates relating to uses and use of septic tank

Application Detail: Detail

Address: 330 W CHURCH ST, BARTOW, FL 33830

Parcel No: 253006393000000172

Owner Name: POLK COUNTY

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
POLK COUNTY		Engineer	Mailing, 330 W Church ...	Active
POLK COUNTY		Contact	Mailing, 330 W Church ...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $850.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields: **LD_PUBL_HEAR**

PUBLIC HEARINGS

Development Type
Board of County Commissioners

Application Type
Government Project

Variance Type
_

Brownfields Request
_

Affordable Housing

GENERAL INFORMATION

Expedited Review

Number of Lots
_

Will This Project Be Phased

Acreage
0

DRC Meeting
04/30/2026

DRC Meeting Time
12:30 PM

Rescheduled DRC Meeting
_

Rescheduled DRC Meeting Time
_

Number of Units
_

Green Swamp
No

Is this Polk County Utilities

Case File Number
_

FS 119 Status
Non-Exempt

One Year Extension
_

ADVERTISING

Legal Advertising Date
_

BOCC1 Advertising Date
_

BOCC2 Advertising Date
_

Advertising Board
Board of County Commissioners

MEETING DATES

Community Meeting
_

Planning Commission Date
06/03/2026

BOA Hearing Date
_

1st BOCC Date
06/16/2026

2nd BOCC Date
08/18/2026

HEARING

PC Hearing Results
_

PC Vote Tally
_

BOCC 1st Hearing Results

BOCC 1st Vote Tally

BOCC 2nd Hearing Results

BOCC 2nd Vote Tally

FINAL LETTER

Denovo Appeal

Denovo Results

Denovo Tally

LD_PUBL_HEAR_EDL

Opening DigEplan List...

DigEplan Document List

Open

PLAN REVIEW FIELDS

TMPRecordID	DocumentGroupforDPC	RequiredDocumentTypes
POLKCO-REC26-00000-00E6A	DIGITAL PROJECTS LD	
RequiredDocumentTypesComplete	**AdditionalDocumentTypes**	**Activate DPC**
No	Applications,AutoCad File,Binding Site Plans (PDs and CUs),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion	Yes
Activate FSA	**DigitalSigCheck**	
Yes	Yes	

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board	Number of Boards (Number)	Number of Mailers (Number)	Date Mailed	Date Posted	NOR

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	04/09/2026	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Not Required	04/23/2026	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	04/16/2026	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	04/24/2026	Kim Turner
Planning Review	Chanda Bennett			
School Board Review	School District	Not Required	04/10/2026	School District
Review Consolidation	Lyndsay Rathke			
Public Notice				
Staff Report				
Planning Commision				
BOCC Hearing				
Final Letter				
DEO Review				
Second BOCC Hearing				
Archive				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

CHANDA BENNETT, AICP, CPM

Phone: (863) 534-6484
chandabennett@polk-county.net

P.O. Box 9005, Drawer 9005
Bartow, Fl 33831

EDUCATION

MS Florida State University, Urban and Regional Planning — December 1994
Studio: "Gaines Street Pedestrian Corridor Design Study "
Advisor: Dr. Haight

BS Florida State University, Interdisciplinary Social Sciences — May 1993
Graduated Summa Cum Laude
Minored in Mathematics

EMPLOYMENT

Comprehensive Planning Administrator, Land Development 2020-present
Supervise Comprehensive Planning Unit, Comprehensive Plan Map and Text Amendments, special studies, City Community Redevelopment Areas (CRA), Joint Panning Agreements, and strategic land use analysis

Comprehensive Planning Administrator, Long Range Planning 2011 to 2020

Principal Planner, Long Range Planning 2006 to 2011

Senior Planner, Planner III, Planner II, Planning Division 1996 to 2006
Developments of Regional Impact (DRI) Coordinator, CRA review management, Selected Area Plan (SAP) preparations and review, site plan review, Planned Development and zoning change preparations

Planner II, Housing and Community Development 1995 to 1996
Redevelopment Plan for Eloise, assisted with Consolidated Plan for Community Development Block Grant funds, grant eligibility determinations, managing citizen and housing advisory committees

HONORS AND AWARDS

Polk Vision Leadership Alumni 2017
Lake Wales Leadership Alumni 2016
Certified Public Manager, FSU 2008
Richard Coleman Conservation Award, Sierra Club, Fl Chapter, Polk Group 2003

PRESENTATIONS AND INVITED LECTURES

Workshop, "Got Planning" Florida American Planning Association Conference, Sept. 2018
Keynote Address, "Census" Bartow Rotary, January 2020
Workshop, "Low Impact Design," Water School, March 2018.

PROFESSIONAL TRAINING AND SERVICE

AICP Continuing Education Credits
American Institute of Certified Planning, 32 Credits per two years

Florida American Planning Association
FAPA Annual Conference Co-Chair, 2007

PROFESSIONAL AFFILIATIONS

American Planning Association, 1997-Present
Florida American Planning Association (FAPA), 1997-Present
Heart of Florida Section, FAPA, 1997-Present

COMMUNITY SERVICE

Lake Wales Heritage
Volunteer, 2022

Ridge Rangers, The Nature Conservancy, Florida Fish and Wildlife
Volunteer, Polk County and Lake McLeod Preserve, 1997 to 2014

COMPUTER SKILLS

MS Word, Excel, Power Point, Smart Draw, Accela, Minute Traq, ESRI Data Viewers

DEPARTMENT OF THE AIR FORCE
598TH RANGE SQUADRON (ACC)
AVON PARK AIR FORCE RANGE FLORIDA

2 June 2026

MEMORANDUM FOR POLK COUNTY PLANNING COMMISSION
Mr. Robert Beltran, Chair
Polk County
330 W. Church Street
Bartow, FL 33831-9005

FROM: 598 RANS/CC
29 South Blvd
Avon Park Air Force Range, FL 33825

SUBJECT: Polk County LDCPAL-2024-15 and LDCT-2024-24

1. I am sending this letter to formally share my viewpoint regarding the proposed Comprehensive Plan and Land Development Code (LDC) text amendments. The proposed Indian Lakes Estates (ILE) Comp Plan and LDC amendments do not present mission sustainment/encroachment concerns for APAFR. We would emphasize, however, increases in residential density underneath military Special Use Airspace (SUA) could result in noise complaints; will increase risk to public safety should an aviation mishap occur; and set a concerning precedence for future compatibility with APAFR.

2. APAFR is the largest USAF air-to-ground training range in the eastern U.S., providing world-class military training for DoW units from across our nation. APAFR's extensive air and ground space provide our nation's warfighters the ability to train like they fight. In consideration of APAFR's airspace, Polk County established Military Compatibility Zones (MAZ) 1 and 2. One segment of airspace, Restricted Airspace R-2901D WEST, extending from 1000 ft to 4000 ft, is located directly above ILE. Development of duplexes underneath low-altitude restricted airspace would typically be a significant encroachment concern, however inclusion into an established residential community, should not have additional negative impact to APAFR's mission.

3. Thank you for your consideration. We sincerely hope this information helps inform your evaluation of these proposed amendments. If you have any questions or want any additional information, please contact me by email at albert.chang@us.af.mil or at my duty mobile number: 813-787-8942.

CHANG.ALBERT.J.1248450297
Digitally signed by CHANG.ALBERT.J.1248450297
Date: 2026.06.02 13:14:56 -04'00'

ALBERT J. CHANG, Lt Col, USAF
Commander

Agenda Item N.12. 6/16/2026

SUBJECT

Public Hearing (LDCT-2026-14 Polk City SPA LCCX Text Amendment) (First Reading) to consider the adoption of an ordinance amending the Land Development Code Chapter 5, Green Swamp Area of Critical State Concern, Section 502, Standards for Land Use Districts in the Green Swamp ACSC, Table 5.2, Use Table for Green Swamp ACSC, removing footnote number 1 to allow for Comprehensive Plan Future Land Use Map amendments to the Linear Commercial Corridor-X (LCCX) district in the Polk City Special Protection Area of the Green Swamp Area of Critical State Concern. (No Fiscal Impact)

DESCRIPTION

County-initiated requested text amendment amending Ordinance No. 00-09, as amended, the Polk County Land Development Code, amending Chapter 5, Green Swamp Area of Critical State Concern, Section 502, Standards for Land Use Districts in the Green Swamp ACSC, Table 5.2, Use Table for Green Swamp ACSC, removing footnote number 1 to allow for Comprehensive Plan Future Land Use Map amendments to the Linear Commercial Corridor-X (LCCX) district in the Polk City Special Protection Area of the Green Swamp Area of Critical State Concern; providing for severability; providing an effective date. State law requires one Planning Commission hearing, which was held on June 3, 2026, with a recommendation for approval by a 7:0 vote.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted. This is the first of the two hearings.

RECOMMENDATION

Approval

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Robert Bolton

Planner III

Land Development Division

robertbolton@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	May 21, 2026	**Level of Review:**	4
PC Date:	June 6, 2026	**Type:**	LDC Text Amendment
BoCC Date:	June 16, 2026 July 7, 2026	**Case Numbers:** **Case Name:**	LDCT-2026-14 Polk City SPA LCCX
Applicant:	Polk County	**Case Planner:**	Robert Bolton, Planner III

Request:	An LDC text amendment to Chapter 5, Green Swamp Area of Critical State Concern, Section 502, Standards for Land Use Districts in the Green Swamp ACSC, Table 5.2, Use Table for Green Swamp ACSC, removing footnote number 1 to allow for Comprehensive Plan Future Land Use Map amendments to the Linear Commercial Corridor-X (LCCX) district in the Polk City Special Protection Area of the Green Swamp Area of Critical State Concern; providing for severability; providing an effective date.
Location:	n/a
Property Owner:	n/a
Parcel Size (Number):	n/a
Development Area:	n/a
Nearest Municipality:	n/a
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (7:0)

The change to Chapter 5, Section 502, Table 5.2 is:

- The following will be removed:
  ~~Footnotes for Table 5.2~~
  1. ~~Comprehensive Plan Amendments to change a parcel's Future Land Use District to Linear Commercial Corridor within the Polk City Special Protection Area are prohibited by Policy 2.132-C3 of the Polk County Comprehensive Plan. Only parcels with the existing LCCX Future Land Use District are allowed within the Polk City Special Protection Area.~~

Summary:

The proposed amendment is a county initiated request to modify Chapter 5, Green Swamp Area of Critical State Concern, Section 502, Standards for Land Use Districts in the Green Swamp ACSC, Table 5.2, Use Table for Green Swamp ACSC, to remove footnote 1 which references *Policy 2.132-C3 of the Polk County Comprehensive Plan* as the limiting source for expansion of Linear Commercial Corridor-X (LCCX) within the Polk City Special Protection Area (SPA).

The Land Development Code Chapter 5, Green Swamp Area of Critical State Concern, Section 502, Standards for Land Use Districts in the Green Swamp ACSC, Table 5.2 lists LCCX as an allowable Land Use district and has established the permitted and conditional uses for the Land Use district. Currently there is one (1) parcel that has an existing LCCX Future Land Use designation and one (1) parcel that can meet the Comprehensive Plan's criteria for expansion of a Linear Commercial Corridor (LCC) district.

Data and Analysis Summary

Staff have reviewed the Land Development Code Chapter 5 Green Swamp Area of Critical State Concern (ACSC), including Section 504 -Ridge Special Protection Area (Ridge-SAP), Section 505 – Polk City/Urban Growth Special Protection Area (PC-SPA), and Section 506 – Rural Special Protection Area (Rural-SPA). Table 5.2 Use Table for Green Swamp ACSC is the Use Table for the Green Swamp ACSC, including the three (3) SPA's. Of the three (3) SPA's within the Green Swamp ACSC, the footnote only applies to the Polk City/Urban Growth Special Protection Area (PC-SPA).

The amendment, striking the footnote will allow the Polk City SPA, will allow the Land Development Code to have parity within Future Land Use districts on implementation of the Comprehensive Plan Policy 2.132-C3 which permits the Linear Commercial Corridor (existing) (LCC) district. The interpretation, within other LCC districts with the (existing) reference is the (existing) refers to not making a new LCC district, not expansion of an existing LCC district.

The Land Development Code Section 104 – Conflict wit the Comprehensive Plan states "In the event of a conflict between the Polk County Comprehensive Plan and this Code, the Comprehensive Plan shall control." And the Comprehensive Plan Section 1.107.K.1. in reference to conflicts between the Comprehensive Pan and Land Development Code states in part "and the land development regulations are inconsistent, the provisions of the most recently adopted comprehensive plan, or element or portion thereof, shall govern any action taken in regard to an application for a development order." The footnote for Table 5.2, while adopted by the Board of County Commissioners, is considered to be in conflict with both the Land Development Code and Comprehensive Plan as to the above matters of interpretation.

This amendment applies to the Linear Commercial Corridor-X (LCCX) districts in the Green Swamp Area of Critical State Concern. Florida Commerce requires a 45-day review on all policy changes affecting development in the Green Swamp Area of Critical State Concern regardless of whether it has a direct relationship to the primary purpose of the Critical Area, which is aquifer recharge and protection.

Findings of Fact

1. *The request is a Land Development Code text amendment to Section 502, Table 5.2 Criteria for Conditional Uses for High Intensity Recreation to allow access via easement for firearms ranges.*

2. *This amendment applies to the Linear Commercial Corridor-X (LCCX) Future Land Use Map designation within the Polk City SPA in the Green Swamp Area of Critical State Concern.*

3. *On August 18, 2010 the Polk County Board of County Commissioners adopted LDC 10T-08 which established the Linear Commercial Corridor-X (LCCX) as a Future Land Use District within the Green Swamp ACSC adding permitted and conditional uses to Table 5.2, and added Footnote 1, which prohibits the expansion of the LCCX only within the Polk City SPA.*

4. *The Land Development Code Table 5.3 provides the Density and Dimensional Regulations for Green Swamp Area of Critical State Concern including the three (3) SPA's.*

5. *Land Development Code SECTION 104 -Conflict With Comprehensive Plan:*
   In the event of a conflict between the Polk County Comprehensive Plan and this Code, the Comprehensive Plan shall control.

6. *Comprehensive Plan SECTION 1.107 Rules of Interpretation K. Conflicts With Other Ordinances:*
   1. In accordance with Section 163.3194, FS, the following law applies with regard to conflicts with existing land development regulations:
   During the interim period when the provisions of the most recently adopted comprehensive plan, or element or portion thereof, and the land development regulations are inconsistent, the provisions of the most recently adopted comprehensive plan, or element or portion thereof, shall govern any action taken in regard to an application for a development order.
   2. Any land-use densities and intensities, level-of-service standards, or any other standards established within this Plan are considered minimum standards and may be further qualified, refined, and/or restricted through the; Adopted used to implement this Plan, so long as they are consistent with this Plan.

7. *POLICY 2.111-A1: Characteristics, of the Comprehensive Plan for Linear Commercial Corridors states that "Linear Commercial Corridors are characterized by linear concentrations of all types of commercial, office, and institutional uses along a roadway. Some Linear Commercial Corridors may contain existing industrial uses. For parcels with LCC land use designation in the TSDA and/or TCCO, development and redevelopment of areas may also include stand alone residential and mixed use structures."*

8. *POLICY 2.111-A3: Location Criteria, of the Comprehensive Plan for Linear Commercial Corridors states in part that "Expansion of an LCC shall be limited to infill development. Infilling of an existing Linear Commercial Corridor shall be limited to a depth which corresponds to the typical depth of existing development within the general area of the infill development. The extension (along the road) or establishment of new LCC strips shall not be permitted, except to recognized legitimate errors made during the original mapping process."*

9. *POLICY 2.111-A4: Development Criteria, of the Comprehensive Plan for Linear Commercial Corridors states "Development or redevelopment within a Linear Commercial Corridor shall conform to the following criteria:"*
   a. Permitted uses include all types of commercial, office, and institutional uses typically located along a roadway. New industrial and High-Impact-Commercial-type (HIC) development shall be

limited to in-filling existing industrial/HIC areas, and new industrial/HIC development shall not extend or expand these industrial/high-impact areas.

b. *New development or redevelopment of non-residential uses within a Linear Commercial Corridor shall be limited to the intensities of uses at the same or less intensity as adjacent existing uses. New development or redevelopment of non-residential uses adjacent to existing uses shall be compatible with each other without allowing a higher intensity of development.*
c. *Step-down uses shall be encouraged between different intensity uses as in-fill and shall be lower in intensity than the highest existing intensive use. Step-down uses shall be contiguous to an intensive use land use, and shall not be separated from that use by an arterial or collector road, or a natural or man-made barrier which makes the step-down use unnecessary.*
d. *New development or redevelopment within a Linear Commercial Corridor shall incorporate the use of frontage roads wherever there is adequate public right-of-way or there is property available for the expansion of the right-of-way or the establishment of frontage-road easements to facilitate such roads in accordance with recognized highway safety standards. Whenever the placement of frontage roads is not practical, shared ingress/egress facilities shall be used.*
e. *Adequate parking shall be provided to meet the demands of the uses, and interior traffic circulation shall facilitate safe bicycle and pedestrian movement.*
f. *Where the LCC abuts residential areas, uses should be limited to a size, scale, and intensity necessary to provide the residents of the community and surrounding area with retail, personal, and community services. New development or redevelopment of non-residential development adjacent to residential areas shall be compatible with adjacent existing uses without allowing a higher intensity of development.*
g. *Buffering shall be provided where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc., are examples of facilities that may require special buffering provisions.*
h. *The maximum floor area ratio shall not exceed 0.35 for non-residential development.*

Development Review Committee Recommendation:

The Land Development Division, based on the information provided with the proposed text amendment application, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommend **APPROVAL** of LDCT-2026-14.

Planning Commission Recommendation:

At the June 6, 2026, Planning Commission meeting, the Planning Commission voted 7:0 to recommend **APPROVAL** of LDCT-2026-14.

Analysis

Introduction

The amendment, striking the footnote will allow the Polk City SPA, will allow the Land Development Code to have parity within Future Land Use districts on implementation of the Comprehensive Plan Policy 2.132-C3 which permits the Linear Commercial Corridor (existing) (LCC) district. The interpretation, within other LCC districts with the (existing) reference is the (existing) refers to not making a new LCC district, not expansion of an existing LCC district.

The footnote in the Land Development Code has the implication that the Land Development Code is directing development standards that the Comprehensive Plan is

Within the Polk City SPA only one parcel has a Future Land Use designation of Linear Commercial Corridor-X (LCCX). Authorizing the ability for expansion of a Linear Commercial Corridor-X (LCCX) district allows for the linear concentrations of all types of commercial, office, and institutional uses along a roadway as identified in Section 2.111-A1 of the Comprehensive Plan. Without the ability to expand other non-residential land used districts would need to be utilized and those may not meet the locational criteria. For the Polk City SPA, there is only one (1) parcel that is LCCX. Without the ability, like in the other SPA's, the adjacent property owner would need to part of an application to change to another Future Land Use district.

Recommended Changes

The current Land Development Code Chapter 5, Section 502, Table 5.2, via a footnote prohibits the possible expansion of a Linear Commercial Corridor-X only within the Polk City SPA. The amendment will remove the foot note allowing for expiation of the LCCX in line with the SPA's within the Green Swamp ACSC.

The following will be removed:

~~Footnotes for Table 5.2~~

1. ~~Comprehensive Plan Amendments to change a parcel's Future Land Use District to Linear Commercial Corridor within the Polk City Special Protection Area are prohibited by Policy 2.132-C3 of the Polk County Comprehensive Plan. Only parcels with the existing LCCX Future Land Use District are allowed within the Polk City Special Protection Area.~~

The standards for expansion of Linear Commercial Corridor-X will remain.

Benefit-cost Analysis of the Amendment

Staff find that the benefits of approving this amendment far outweigh the potential harm to the public or businesses. While some potential risk is increased, more risks and adverse impacts are decreased. Under no circumstances will this amendment directly increase the cost of development.

Who does it help?

The amendment will help the County, development and the citizens of the area. It helps the County in bringing the Land Development Code Section 502 Standards for Land Use Districts in the Green Swamp ACSC in alignment with the Land Development Code Policy 2.111-A. It helps the development community in providing consistent development standards within the Green Swamp ACSC. It helps the citizens by providing a path for commercial support development along the US 98 corridor which is currently being widened and upgraded by the Florida Department of Transportation.

Who does it hurt?

The amendment does not have an adverse effect or harm anyone or the community. The request allows the Linear Commercial Corridor-X to operate and expand in the same way it is allowed to in the other Special Protection Areas of the Green Swam ACSC.

What is the cost?

This amendment reduces the cost of development by allowing for the expansion of an existing LCCX district that provides commercial support for the surrounding residential development.

Regulatory History

On August 18, 2010 the Polk County Board of County Commissioners adopted LDC 10T-08 which established the Linear Commercial Corridor-X (LCCX) as a Future Land Use District within the Green Swamp ACSC adding permitted and conditional uses to Table 5.2, and added Footnote 1, which prohibits the expansion of the LCCX only within the Polk City SPA.

The prior amendment appears to have interpreted the use of the (existing) in the Comprehensive Plan, to mean unable to expand, only for the Polk City SPA. The LCCX is an allowable Land Use within the Green Swamp ACSC and has the ability for expiation within other SPA's.

Limits of the Proposed Ordinance

This amendment applies only to the expansion of the Linear Commercial Corridor-X (LCCX) Future Land Use district within the Polk City SPA and the Green Swamp ACSC. All other development standards for the Linear Commercial Corridor-X (LCCX) within the Polk City SPA and the Green Swamp ACSC shall not change. This amendment affects parcels within the Green Swamp Area of Critical State Concern and will require state review.

Florida Commerce requires a 45-day review on all policy changes affecting development in the Green Swamp Area of Critical State Concern regardless of whether it has a direct relationship to the primary purpose of the Critical Area, which is aquifer recharge and protection. Therefore, this request will be reviewed by the Florida Commerce Community Planning Department Areas of Critical State Concern Program. Staff believe that this amendment will have no impact on the Critical Area since the only Linear Commercial Corridor-X (LCCX) is located adjacent to a US Highway 98 a principal arterial road which is currently being widened north of the site to US 301 between Zephyrhills and Dade City in Pasco Caounty.

Comparisons to other Jurisdictions

This section is Not Applicable in that other Jurisdictions do not have a Linear Commercial Corridor-X (LCCX) Future Land Use district within the Green Swamp ACSC.

Consistency with the Comprehensive Plan

The request is consistent with the Comprehensive Plan's requirements for roadway access. SECTION 1.107 Rules of Interpretation K. Conflicts With Other Ordinances, of the Comprehensive Plan which subsection 1, states in part: "*and the land development regulations are inconsistent, the provisions of the most recently adopted comprehensive plan, or element or portion thereof, shall govern any action taken in regard to an application for a development order."* This amendment allows the Linear Commercial Corridor-X (LCCX) Future Land Use district within the Polk City SPA in the Green Swamp ACSC to preform and operate as other Linear Commercial Corridor-X (LCCX) Future Land Use district within the Green Swamp ACSC.

Consistency with the Florida Statutes

Florida Statutes **163.3194** ***Legal status of comprehensive plan*** *(1)(a) After a comprehensive plan, or element or portion thereof, has been adopted in conformity with this act, all development undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such plan or element shall be consistent with such plan or element as adopted.* The remaining subsections of this statue reiterate the subordinate nature of a land development code to the comprehensive plan. The removal of the footnote in Table 5.2 brings the LDC consistent to the Comprehensive Plan.

Comments from Other Agencies: No other agencies provided input.

Draft Ordinance: under separate attachment

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS, POLK COUNTY, FLORIDA, LAND DEVELOPMENT CODE AMENDMENT **LDCT-2026-14**, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE, AMENDING CHAPTER 5, GREEN SWAMP AREA OF CRITICAL STATE CONCERN, SECTION 502, STANDARDS FOR LAND USE DISTRICTS IN THE GREEN SWAMP ACSC, TABLE 5.2, USE TABLE FOR GREEN SWAMP ACSC, REMOVING FOOTNOTE NUMBER 1 TO ALLOW FOR COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENTS TO THE LINEAR COMMERCIAL CORRIDOR-X (LCCX) DISTRICT IN THE POLK CITY SPECIAL PROTECTION AREA OF THE GREEN SWAMP AREA OF CRITICAL STATE CONCERN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Local Government Comprehensive Plan and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt Land Development Regulations consistent with the Polk County Comprehensive Plan; and

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

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

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

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

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on June 3, 2026; and

WHEREAS the proposed text amendment to the Polk County Land Development Code is intended to allow for Comprehensive Plan Future Land Use Map amendments to the Linear Commercial Corridor-X district of the Polk City Special Protection Area of the Green Swamp Area of Critical State Concern, provide conditions of approval, and define storage yards; and

WHEREAS, the Board of County Commissioners reviewed and considered all comments received during a public hearing on July 21, 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 findings set forth in the recitals to this Ordinance are true and correct and hereby adopted. In addition, the Board hereby adopts and incorporates herein the staff report and makes the following findings based upon the staff report, testimony, and exhibits presented during the hearing:

a) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on June 3, 2026. to consider the LDC text amendment contained within the Application and found it to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC text amendment contained within the Application.

b) Pursuant to Section 907.D.10 of the LDC, the Board shall, in the review of the Application, consider the following factors:

a. Whether the proposed text amendment is consistent with all relevant requirements of the Code;
b. Whether the proposed text amendment is consistent with all applicable policies of the Comprehensive Plan; and
c. Any other matter which the BoCC may deem appropriate and relevant to the text amendment proposal.

c) The Application is consistent with all relevant requirements of the Comprehensive Plan.

d) The Application is consistent with all relevant requirements of the LDC, including without limitation, Section 907.

SECTION 2: Chapter 5, Green Swamp Area of Critical State Concern, Section 502, Standards for Land Use Districts in the Green Swamp ACSC, Table 5.2, Use Table for Green Swamp ACSC of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended to delete footnote 1 as follows:

…

~~1. Comprehensive Plan Amendments to change a parcel's Future Land Use District to Linear Commercial Corridor within the Polk City Special Protection Area are prohibited by Policy 2.132-C3 of the Polk County Comprehensive Plan. Only parcels with the existing LCCX Future Land Use District are allowed within the Polk City Special Protection Area.~~

…

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 become effective upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA this _____ day of _____, 2026.

Polk City SPA LCCX text amendment
Narrative

The Linear Commercial Corridor (LCCX) district was added to the Polk City Special Protection Area (SPA) in the Green Swamp Area of Critical State Concern (ACSC) of the Comprehensive Plan in June of 2000 which was in between the adoption of the Land Development Code (LDC) in March of that year and the effective date in September. Therefore, the LCCX Future Land Use Map district was not referenced in Chapter 5, Green Swamp Area of Critical State Concern, Section 502, Standards for Land Use Districts in the Green Swamp ACSC, Table 5.2, Use Table for Green Swamp ACSC in the original ordinance. Staff did not discover this omission until 2010. Once realized, staff proposed an amendment to add it to the table. The Board approved case LDC 10T-08 in August of 2010. Along with adding the category to the use tables, staff included a foot note stating, "*Comprehensive Plan Amendments to change a parcel's Future Land Use District to Linear Commercial Corridor within the Polk City Special Protection Area are prohibited by Policy 2.132-C3 of the Polk County Comprehensive Plan. Only parcels with the existing LCCX Future Land Use District are allowed within the Polk City Special Protection Area.*" At the time, this inclusion was prompted by negotiations with staff in the Florida Department of Community Affairs (DCA) Critical Areas of State Concern section.

Staff have found that after 16 years of the plan and code implementation there is a need to recognize and add more areas under the LCCX designation within the Polk City SPA. It is also known that regulations in the LDC cannot dictate what can and cannot be amended in the Comprehensive Plan according to Chapter 163 of the Florida Statutes. This proposed LDC amendment is to rectify this issue.

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date	**June 17, 2010**	**LEVEL:**	**4**
PC Date:	**July 13, 2010**	**TYPE:**	**Land Development Code (LDC) Text Amendment**
BOCC Date(s):	**July 21, 2010** **August 18, 2010**	**CASE #:**	**LDC 10T-08**

Project Number: 54804 (Polk City SPA LCC)

Request: This is a county initiated request to amend the text of the Land Development Code (LDC) amending Table 5.2, *Use Table for Green Swamp ACSC,* to add the Linear Commercial Corridor-X (LCCX) land use district to the Polk City Special Protection Area section of Table 5.2; providing for severability; providing an effective date.

Applicant: Polk County Growth Management Department

Case Planner: Todd Vargo, AICP

Summary of Analysis:

The proposed amendment is a county initiated request to modify Table 5.2, *Use Table for the Green Swamp Area of Critical State Concern (ACSC)*, to add the LCCX land use district and to establish Permitted and Conditional Uses within the LCCX district. Table 5.2 is divided into two Special Protection Areas (SPAs): the Polk City SPA and the Rural SPA. LCCX is proposed only to be added to the Polk City SPA portion of Table 5.2.

Comprehensive Plan Policy 2.132-C3 prohibits further expansion of the LCCX district within the Polk City SPA. Currently, there is only one parcel within the Polk City Special Protection Area with a Future Land Use of LCCX. Since LCCX is not listed as a Future Land Use district in Table 5.2 there are no guidelines available to determine what permitted and conditional uses are allowed.

Findings of Fact

1. *The proposed Land Development Code text amendment will amend the Polk City Special Protection Area portion of Table 5.2, Use Table for Green Swamp ACSC, to add the Linear Commercial Corridor-X (LCCX) Future Land Use District.*

2. *This amendment shall also establish permitted and conditional uses within the LCCX Future Land Use District for the Polk City Special Protection Area portion of Table 5.2.*

3. Policy 2.132-C3 of the Polk County Comprehensive Plan states:

POLICY 2.132-C3: LAND-USE CATEGORIES — The following land-use categories shall be permitted within the PC-SPA: *[Revised by CPA-2000A-10 (Ord. 00-42);Adopted by BoCC 20 JUN 2000]*

a. Activity Centers:
   1. Business-Park Center X (BPCX)
   2. Convenience Center (CC)
   3. Office Center (OCX)
b. Residential:
   1. Residential-Suburban X (RSX)
   2. Residential-Low X (RLX)
c. Other:
   1. Linear Commercial Corridor (existing) (LCC)
   2. Leisure/Recreation (L/R)
   3. Institution (INST)
   4. Recreation and Open Space (ROS)
   5. Preservation (PRES)

4. A footnote referencing Policy 2.132-C3 of the Polk County Comprehensive Plan and explaining the prohibition against Comprehensive Plan Map Amendments to LCCX is also being added to Table 5.2.

Development Review Committee Recommendation:

The Land Development Division, based on the information provided with the proposed text amendment application, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommends **APPROVAL** of LDC 10T-08.

Planning Commission Recommendation:

At the July 13, 2010, Planning Commission meeting, the Planning Commission voted 6/0 to recommend approval of LDC 10T-08.

Comments from Other Agencies: None

ORDINANCE NO. 10-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDC 10T-08, AMENDING ORDINANCE NO. 00-09, AS AMENDED, MODIFYING TABLE 5.2, USE TABLE FOR GREEN SWAMP AREA OF CRITICAL STATE CONCERN, TO ADD THE LINEAR COMMERCIAL CORRIDOR-X (LCCX) LAND USE DISTRICT TO THE POLK CITY SPECIAL PROTECTION AREA; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Local Government Comprehensive Plan and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt 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 July 13, 2010; and

WHEREAS, the proposed text amendment to the Polk County Land Development Code shall be amended to add the Linear Commercial Corridor-X (LCCX) land use district to the Polk City Special Protection Area portion of Table 5.2, Use Table for Green Swamp ACSC; and

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

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

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

SECTION 1: Table 5.2, Use Table for Green Swamp ACSC, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Table 5.2 Use Table for Green Swamp ACSC (For revision history, please see next to last row in table.)

	Polk City Special Protection Area														Rural Special Protection Area							
	CEX	LCCX[1]	L/RX	RL-1X	RL-2X	RL-3X	RSX	ROS X	INST-1X	INST 2-X	BPC-1 X	BPC-2 X	CCX	OCX	INST-1X	INST-2X	PRES VX	L/RX	A/RRX	CORE	CEX	RSX
Residential Uses																						
Duplex/Two- Family Attached						C3	C3															C3
Family Farm/Family Homestead							C1												C1			C1
Fly-in Community																			C3			C3
Group Home, Small (6 or less residents)				C1	C1	C1	C1												C1			C1
Group Home, Large (7-14 residents)							C3		C1						C1	C1			C3			C3
Group Living Facility (15 or more residents)				C3	C3	C3	C3		C2	C2					C2	C2						C3
Farm Worker Housing																			C3			
Mobile Home Park & Subdivision				C3	C3		C3															C4
Mobile Homes, Individual				C1	C1	C1	C1												C1	C1		C1
Multi-Family						C3																
Residential Infill Development				C2	C2	C2	C2															
Short -Term Rental Units			P	C3	C3	C3												P				
Single-Family Detached Home				P	P	P	P												P	P		P
Suburban Planned Development (SPD)							C3															C3

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Table 5.2 Use Table for Green Swamp ACSC (For revision history, please see next to last row in table.)

	Polk City Special Protection Area														Rural Special Protection Area							
	CEX	LCCX[1]	L/RX	RL-1X	RL-2X	RL-3X	RSX	ROS X	INST-1X	INST 2-X	BPC-1 X	BPC-2 X	CCX	OCX	INST-1X	INST-2X	PRES VX	L/RX	A/RRX	CORE	CEX	RSX
Mixed-Uses																						
Planned Development	C3	C3	C3	C3	C3	C3	C3	C3			C3	C3	C3	C3			C3	C3	C3	C3	C3	C3
Residentially Based Mixed Development (RBMD)				C3	C3	C3																
All Other Uses																						
Adult Day Care Center (7 or more clients)				C3	C3	C3	C3		C2	C2					C2	C2						C3
Agricultural Support, On-site	P		P	P	P	P	P	P	P		P	P	P		P			P	P	P	P	P
Agricultural Support, Off-site		C2					C3												C3	C3		C3
Agriculture, Intensive							C3												C2			C3
Alcohol Package Sales	C1	C1	C1								C1	C1	C1					C1			C1	
Animal Grazing	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P		P	P	P	P	P
Animal Farms, Small Specialty							C												P	C1		C3
Aquiculture																			P	C1		C3
Bars, Lounges, and Taverns	C3	C3	C1								C1	C1						C1			C3	
Breeding Facility, Wild or Exotic																			C4	C4		
Cemetery									C2	C2									C3			C3
Childcare Center	C2	C2		C3	C3	C3			P	P			P	C3					C3		C2	
Clinics & Medical Offices	C3	P							C2	C2			P	P							C3	
Communication Towers, Guyed & Lattice								C3	C2	C2	C3	C2			C2	C2			C2	C2		
Communication Towers, Monopole		C3	C3					C3	C2	C2	C2	C2			C2	C2	C3	C3	C2	C2		
Community Center	C2	C2	C2	C3	C3	C3	C3	C4	C2	C2	C2	C2	C2	C2	C2	C2		C2	C3		C2	C3
Convenience Stores	C3	C2	C2								C2	C2	P					C2			C3	
Convenience Stores,							C3												C3			C3

Table 5.2 Use Table for Green Swamp ACSC (For revision history, please see next to last row in table.)

	Polk City Special Protection Area														Rural Special Protection Area							
	CEX	LCCX[1]	L/RX	RL-1X	RL-2X	RL-3X	RSX	ROS X	INST-1X	INST 2-X	BPC-1 X	BPC-2 X	CCX	OCX	INST-1X	INST-2X	PRES VX	L/RX	A/RRX	CORE	CEX	RSX
Isolated																						
Correctional Facility										C4						C4			C4			
Cultural Facility	C2	C2	C2	C3	C3	C3	C3	C4	C2	C2	C2	C2	C2	C2	C2	C2		C2	C3		C2	C3
Dairy							C2															
Emergency Shelter, Small (6 or less residents)				C1	C1	C1	C1															
Emergency Shelter, Medium (7-14 residents)							C3		C1	C1					C1	C1			C3			C3
Emergency Shelter, Large (15 or more residents)				C3	C3	C3	C3		C2	C2					C2	C2						C3
Heavy Machinery Equipment Sales and Services												C2										
Fish Camp			P															P	C3			
Farming, General	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P		P	P	P	P	P
Financial Institution	C3	C2									C2	C2	P	C3							C3	
Financial Institution, Drive-Thru	C3	C2									C2	C2	C2								C3	
Forestry Specialized Operations																			C2	C2		
Funeral Home & Related	C3	C2											P								C3	
Gas Stations	C4	C2									C3	C3	C3								C4	
Governmental Facilities	P	P	C3	C3	C3	C3	C3	C3	P	P	P	P	P	C3	C3	C3		C3	C3	C3	P	C3
Heliports									C2	C2	C2	C2			C3	C3			C2			
Helistops	C4	C2	C3	C3	C3	C3	C3	C3	C2	C2	C2	C2	C2		C3	C3		C3	C2		C4	C3
Hospitals									C3	C2												
Hotels and Motels	C3										C2	C2									C3	
Kennels, Boarding	C3	C3																	C3		C3	
Kennels, Breeding							C3												C3			C3
Livestock Sale/Auction																			C3			

Table 5.2 Use Table for Green Swamp ACSC (For revision history, please see next to last row in table.)

	Polk City Special Protection Area														Rural Special Protection Area							
	CEX	LCCX[1]	L/RX	RL-1X	RL-2X	RL-3X	RSX	ROS X	INST-1X	INST 2-X	BPC-1 X	BPC-2 X	CCX	OCX	INST-1X	INST-2X	PRES VX	L/RX	A/RRX	CORE	CEX	RSX
Lodges and Retreats, Private			P						P	P								P	C3			
Manufacturing, Light											C2	P										
Marina & Related Facilities			P										P					P	C3			
Mining, Non-phosphate	C3		C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3	C3				C3	C3	C3	C3	C3
Motor Freight Operations	C3											P									C3	
Nightclubs and Dance Halls		C3	C3								C1	C1						C3			C3	
Nurseries, Retail	C2	P											P								C2	
Nurseries & Greenhouses	C2	P					C3						P						P		C2	C3
Nursing Homes	C2	C2							C2	C2					C2	C2					C2	
Offices	C2	P							C2	C2	P	P	P	P							C2	
Outdoor Storage												P										
Personal Service	C1	C2									P	P	P	C2							C1	
Printing & Publishing		P									C2	C2		C3								
Recreation, Low Intensity	P	P	P	P	P	P		P	P	P	P	P	P				C3	P	P	C3	P	P
Recreation, High Intensity			P	C3	C3	C3	C3		P	P								P	C3			C3
Recreation & Amusement, General	C3	C2	P										P					P			C3	
Recreational Vehicle Park			C2															C2				
Religious Institutions	C2	C2	C2	C3	C3	C3	C3	C4	C2	C2	C2	C2	C2	C2	C2	C2		C2	C3		C2	C3
Institutional Campgrounds			P				C3	C3										P	C3	C3		C3
Research & Development									C3	C3	P	P										
Residential Treatment facility									C4	C4									C4			
Restaurant, Drive-through	C3	C3									C2	C2									C3	
Restaurant, Sit-down & Take-out	C2	C2	C2								C2	C2	C2					C2			C2	

Table 5.2 Use Table for Green Swamp ACSC (For revision history, please see next to last row in table.)

	Polk City Special Protection Area														Rural Special Protection Area							
	CEX	LCCX[1]	L/RX	RL-1X	RL-2X	RL-3X	RSX	ROS X	INST-1X	INST 2-X	BPC-1 X	BPC-2 X	CCX	OCX	INST-1X	INST-2X	PRES VX	L/RX	A/RRX	CORE	CEX	RSX
Retail, Less than 5,000 square feet	P	P	C2								C2	C2	P	C3				C2			P	
Retail, 5,000 - 49,999 square feet													C3									
Retail, Outdoor Sales/Display	C3	C2									P										C3	
School, Leisure/Special Interest	C2	C2	C3					P	P	P	C2	C2	C2	C3				C3			C2	
School, Technical/Vocational/Trade	C3	C3	C2						C3	P	C2	C2	C3	C2				C2			C3	
School, Training	C3	C3	C2						C3	P	C2	C2	C3	C2				C2			C3	
Self-storage facility	C2	C2									C2	C2									C2	
Stable/Riding Academy			P					P														
Studio, Artisan	P	P										P	P						C3		P	
Studio, Production		P									P	P										
Transit, Commercial	C3	C3									C3	P										
Transit Facility											P	P										
Utilities, Class I	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C2	P	P	P	P	P
Utilities, Class II	C1	P	C1	C1	C1	C1	C1	C1	P	P	C1	C1	C1	C1	P	P	C2	C1	C1	C1	C2	C1
Utilities, Class III	C3	C4	C3	C3	C3	C3	C3	C3	C4	C3	C3	C3	C3	C4	C4	C3		C3	C3	C3	C3	C3
Vehicle Repair, Auto body	C4	C3										P									C4	
Vehicle Service, Mechanical	C4	C2										P	P								C4	
Vehicle, Sales and Leasing	C4	C2																			C4	
Veterinary Services	C1	P											C1						C3		C1	
Warehousing											P	P										
Wholesale, Enclosed	C3	C2									P	P									C3	

Rev. 12/01/09 – Ord. 09-073; 07/22/09 – Ord. 09-047; 02/16/05 - Ord. 05-05; Rev. 01/03/05 - Ord. 04-80; Rev. 12/08/03 - Ord. 03-67; Rev. 03/19/03 - Ord. 03-23; Rev. 10/23/02 - Ord. 02-68; Rev. 5/15/02 - Ord. 02-22; Rev. 2/11/02 - Ord. 02-04 - Ord. 02-06; Rev. 12/28/01 - Ord. 01-92; Rev. 7/25/01 - Ord. 01-57)

Footnotes for Table 5.2

1. Comprehensive Plan Amendments to change a parcel's Future Land Use District to Linear Commercial Corridor within the Polk City Special Protection Area are prohibited by Policy 2.132-C3 of the Polk County Comprehensive Plan. Only parcels with the existing LCCX Future Land Use District are allowed within the Polk City Special Protection Area.

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 become effective as outlined in §380.05, Florida Statutes, and upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA this _____ day of _____, 2010.

BOARD OF COUNTY COMMISSIONERS OF

POLK COUNTY, FLORIDA

STATE OF FLORIDA)
)
COUNTY OF POLK)

I, Richard M. Weiss, Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, hereby certify that the foregoing is a true and correct copy of Ordinance No. 10-_____, an amendment to the Polk County Land Development Code, which was adopted by the Board of County Commissioners of Polk County, Florida on the _____ day of _____, 2010.

WITNESS my hand and official seal on this _____ day of _____, 2010.

(SEAL) By:_____
Kathryn Courtney
Deputy Clerk

Polk County

Board of County Commissioners

Agenda Item O.1. 6/16/2026

SUBJECT

Public Hearing (LDCPAS-2026-7 Premier Parking CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan map amendment to change the Future Land Use Map designation from Business Park Center (BPC) to Industrial (IND) on +/- 8.59 acres. (No Fiscal Impact)

DESCRIPTION

This is an applicant-initiated request for property located north of Highway 542 W, east of Recker Highway, south of the City of Auburndale in Section 14, Township 28, Range 25.

State law requires one Planning Commission hearing, which was held May 3, 2026, with a recommendation for approval 7:0. Section 163.3187, Florida Statutes require the local governing board to take action on the proposed amendment.

RECOMMENDATION

Approval

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Aleya Inglima

Land Development Division

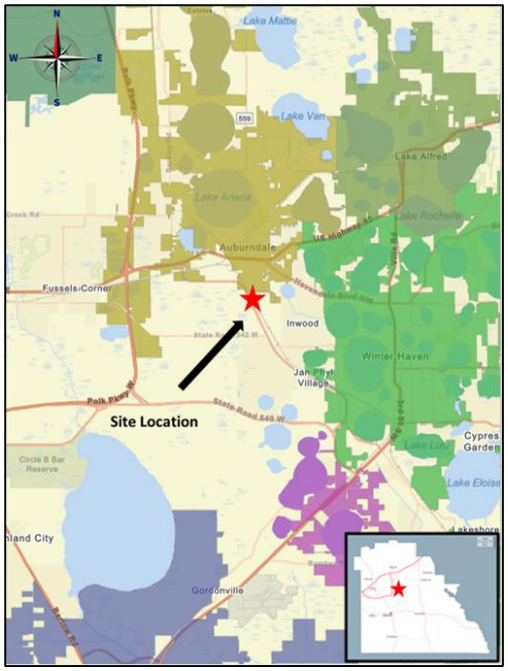
(863) 534-6764

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

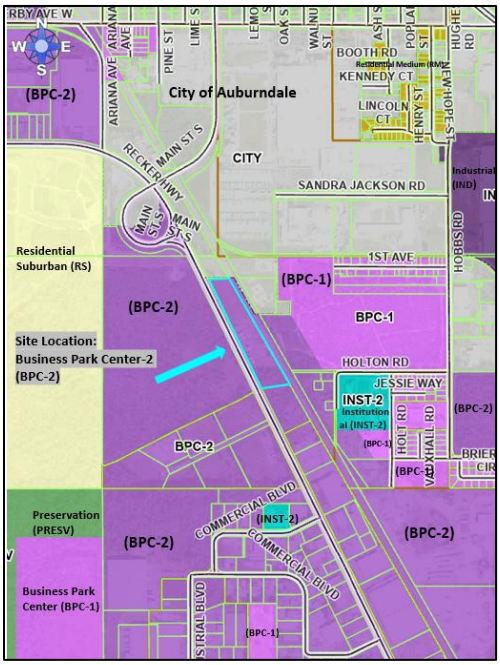
POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	February 26, 2026
Planning Commission Date:	May 6, 2026
BoCC Dates:	June 16, 2026
Applicant:	Zachary Thornton, Madrid CPWG
Level of Review:	Level 4 Review, Comprehensive Plan Amendment (CPA)
Case Number and Name:	LDCPAS-2026-7 (Premier Parking CPA)
Request:	Future Land Use Map amendment to change the land use designation from Business Park Center (BPC) to Industrial (IND)
Location:	North of Highway 542 W, east of Recker Highway, south of the City of Auburndale in Section 14, Township 28, Range 25.
Property Owner:	Premier Parking US LLC
Parcel Number (Size):	252814-000000-041080 (+/- 8.59 acres)
Development Area:	Transit Supportive Development Area (TSDA) and Center of the Transit Centers and Corridor Overlay (TCCO)
Future Land Use:	Business Park Center-2 (BPC-2)
Nearest Municipality:	Auburndale
DRC Recommendation:	Approval
Planning Commission Vote:	7-0 Approval
Case Planner:	Aleya Inglima, Planner II

Location



Current Future Land Use



Summary:

This is an applicant-initiated Comprehensive Plan map amendment to change 8.59 acres from Business Park Center (BPC) to Industrial (IND) on the Future Land Use Map. The approval justification for this request is based on the following:

1) The presence of industrial uses within the general area and adjacent to the site;
2) Property designated Heavy Industrial within the City of Auburndale north of the site;
3) Railroads abuts the property;
4) The property has direct access to Recker Highway and within two (2) miles of US 92.

Compatibility Summary

There are several reasons why this request is considered to be compatible and consistent with the Comprehensive Plan and Land Development Code. The purpose of the IND district is to provide areas for general manufacturing, processing, and distribution of goods. General commercial uses necessary to support the industrial area are also permitted. Recker Highway is an established area for commercial and high intensity uses. The location of transportation facilities such as railroads and arterial highways is a factor in determining the appropriateness of industrial lands. This property is adjacent to a railroad and near an arterial highway. Therefore, this request is consistent with the applicable policies in the Comprehensive Plan.

Adjacent properties are designated for Business Park Center (BPC) types of uses and activities. Property is designated Heavy Industrial within the City of Auburndale north of the site. Due to the similarity in current uses and Future Land Use designations, designating this site as Industrial will be compatible.

Infrastructure Summary

The site is located within City of Auburndale utility service area. Since this amendment is for a non-residential use, schools will not be impacted. There is sufficient roadway capacity. Public safety facilities and services are available. Utilities is with the City of Auburndale. Auburndale has capacity issues for wastewater connections. The City did not comment on capacity but stated that there is a 12-inch potable water main on the east side of Recker Hwy and a 6-inch sanitary force main.

Environmental Summary

Portions of the site contain wetlands. Ther are no surface waters on or adjacent to the site. No adverse environmental impacts are expected due to the development of this site, subject to compliance with applicable wetland regulations.

Comprehensive Plan

Listed below are the relevant sections of the Comprehensive Plan that are applicable to this request:

- Policy 2.102(A1-A15): Growth Management Policies
- Policy 2.104(A1-A6): Transit Supportive Development Areas (TSDA)
- Policy 2.113(B1-B5): Business-Park Centers (BPC)
- Policy 2.113(A1-A5): Industrial (IND)

Findings of Fact

Request and Legal Status

- LDCPAS-2026-7 is an applicant-initiated request for a Comprehensive Plan Amendment (CPA) to designate approximately ± 8.59 acres from Business-Park Center (BPC) to Industrial (IND).

- The current Land Development Code district is Business Park Center-2 (BPC-2)

- Policy 2.104-A1 describes Transit Supportive Development Areas (TSDA) as 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.

- Policy 2.109-A5 describes the Business Park Center land use district as follows: "The purpose of the Business Park Center (BPC) land use district is to provide areas for office, business park development, and light-industrial activities. The BPC land use permits office, research and development parks, distribution centers, and wholesaling activities. Some retail uses are also permitted to support the businesses and activities within the Business Park Center."

- While aerial imagery indicates the presence of storage on-site, a staff site visit confirms that the property is vacant

- The property is currently vacant and undeveloped.

Compatibility

- The Comprehensive Plan defines Compatibility in Section 4.400 as "A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

- The proposed request is for an Industrial (IND) Future Land Use designation.

- Surrounding uses include manufacturing, rail line to the east, and vacant property north and west of the site.

- The subject site is surrounded by BPC or the city.

- Policy 2.104-A3: Land Use Categories for Transit Supportive Development Areas, list Industrial as a permitted use in TSDAs.

Infrastructure

- The property is zoned for Clarence Boswell Elementary, Jere L. Stambaugh Middle, and Auburndale Senior High.

- Fire and ambulance response is from Polk County Fire Rescue Station 5, located at 333 American Spirit Rd, Winter Haven. The estimated response time from this station is about seven- to nine minutes.

- Sheriff's response to the site is served by the Southwest District, located at 4120 US 98 South, Lakeland. The responses time are as follows: Priority One: 8:55 minutes; Priority Two: 26:47 minutes.

- The subject property fronts Recker Highway. Recker Highway is an Urban Minor Arterial, according to the Polk County TPO Roadway Network Database, and is the closet road to the site that is monitored for concurrency.

- The subject parcel is next to Recker Highway, a state road.

- The site is located within City of Auburndale utility service area.

- US 92 is two (2) miles from the subject site.

Environmental

- There are wetlands south on the site.

- The site is comprised of Adamsville fine sand and samsula muck.

- According to the Florida Natural Areas Inventory Biodiversity Matrix, the site is within one mile of an endangered species.

- The PolkGreen Map does not show this parcel as part of a potential connection of an overall natural network.

- This site does not have a conservation easement.

- This property is within an Airport Impact District for Winter Haven regional airport.

- The site is not within a Wellfield Protection District.

- Based on information received from the Secretary of State's Department of Historical Resources office, there are no archeological or historic resources on the site.

Comprehensive Plan Policies

- POLICY 2.102-A1 Development Location, states that Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.

- POLICY 2.102-A2 Compatibility, states that land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished:

a. there have been provisions made which buffer incompatible uses from dissimilar uses;

b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use;

c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.

- POLICY 2.102-A3 Distribution, states that development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available.

- POLICY 2.102-A4 Timing, states that development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.

- POLICY 2.102-A10 Location Criteria, states the following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area:

  a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided;

  b. nearness to agriculture-production areas;

  c. distance from populated areas;

  d. economic issues, such as minimum population support and market-area radius (where applicable);

  e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to:

  1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways;

  2. sanitary sewer and potable water service;

  3. storm-water management;

  4. solid waste collection and disposal;

  5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment;

  6. emergency medical service (EMS) provisions; and

  7. other public safety features such as law enforcement;

  8. schools and other educational facilities

9. parks, open spaces, civic areas and other community facilities

f. environmental factors, including, but not limited to:

1. environmental sensitivity of the property and adjacent property;

2. surface water features, including drainage patterns, basin characteristics, and flood hazards;

3. wetlands and primary aquifer recharge areas;

4. soil characteristics;

5. location of potable water supplies, private wells, public well fields; and

6. climatic conditions, including prevailing winds, when applicable.

- POLICY 2.104-A1: DESCRIPTION - Transit Supportive Development Areas shall meet the following criteria:

a. be those areas where the availability of infrastructure and other community facilities and services, including, but not limited to mass transit and other transportation alternatives, utilities, public safety, recreational and educational services, promotes and supports the location of higher density and intensity compact, mixed use development;

b. be supported by existing or planned urban type services that are programmed or expected for the 10-year planning horizon;

c. be designated as part of a coordinated land use and transportation strategy that supports the provision of improved and expanded transit services, as identified in the Transportation Planning Organization (TPO) 2060 Transportation Vision Plan and the connecting circulator routes, in order to increase mobility and travel options;

d. include development criteria that:

1. promote the development of walkable communities which include a balance between employment opportunities, mix of complementary uses and activities, and a range of housing opportunities;

2. improve access to employment areas, schools, shopping and recreational opportunities;

3. POLICY 2.104-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within TSDAs, in accordance with applicable criteria

a. ACTIVITY CENTERS: Regional Activity Centers, Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, Employment Centers and High-Impact Commercial Centers.

b. RESIDENTIAL: Residential-High, Residential-Medium, and Residential-Low Districts.

c. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Office Centers, Leisure Recreation, Mixed Use, Institutional, Professional

Institutional, Recreation and Open Space, Preservation.

d. POLICY 2.113-A1: CHARACTERISTICS - Industrial lands are characterized by facilities for the processing, fabrication, manufacturing, recycling, and distribution of goods, and may contain any use also found within a Business-Park Center. However, land use activities that operate externally to enclosed structures may be permitted within an Industrial Future Land Use designation. Industrial districts are also the appropriate location for land use activities that produce significant amount of noise, odor, vibration, dust, and lighting on and off-site that do not produce a physical product.

- POLICY 2.113-A2: DESIGNATION AND MAPPING - Industrial areas shall be designated and mapped on the Future Land Use Map Series as "Industrial" (IND); shall include all major existing industrial areas; and shall provide for the projected future industrial development needs of the County.

- POLICY 2.113-A3: LOCATION CRITERIA - Industrial development within the County shall occur within lands designated as Industrial on the Future Land Use Map Series. The following factors shall be taken into consideration when determining the appropriateness of establishing new Industrial areas:

  a. Industrial development shall be located within an Transit Supportive Development Area Urban-Growth Area, Suburban-Development Area, Rural-Development Area, or Utility-Enclave Area.

  b. Accessibility to major air and ground transportation, including but not limited to arterial roadways, rail lines, and cargo airport terminals.

  c. The locational criteria enumerated in Policy 2.102-A9 and Policy 2.102-A10.

  d. Industrial facilities should group together in planned industrial districts on sites capable of being expanded and developed in stages.

  e. Industrial districts shall be separated significant distances from schools and developed residential areas through a combination of physical separation and screening and/or buffering in accordance with standards in the County's Land Development Code.

  f. The location criteria for Industrial Districts shall serve to maximize access to the arterial road system and minimize the routing of commercial traffic through residential areas by requiring access be limited to:

  1. arterial roads;

  2. collector roads, if the subject parcel is within 2 miles of an intersecting arterial road; or

  3. local commercial roads or private roads under the following conditions:

     (a) the road has full median access onto to an arterial road;

     (b) the road does not serve existing or expected future residential traffic from the surrounding area;

(c) the road has a structural integrity and design characteristics suitable for truck traffic.

g. Applications for establishment of an Industrial district shall include a plan consistent with Policy 2.110-L5.

- POLICY 2.113-A4: DEVELOPMENT CRITERIA - Development within an Industrial area shall conform to the following criteria:

a. Permitted uses include facilities for the processing, fabrication, manufacturing, recycling, bulk material storage, and distribution of goods, disposal yards, and limited retail commercial in accordance with Policy 2.113-A4.b. Other non-residential uses that produce significant amounts of noise, odor, vibration, dust, and lighting on and off-site may be permitted within an industrial district through conditional approval. Permitted uses also include any use found within a Business-Park Center.

b. Retail commercial uses within an industrial area shall be sized for the purpose of serving just the employees of, and visitors to, the industrial area, and shall be limited to a scale appropriate for that purpose. The maximum floor area ratio for commercial uses within an industrial area shall not exceed 0.25.

c. Industrial sites shall be designed to provide for:
    1. adequate parking to meet the demands of the use; and
    2. buffering where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc., are examples of facilities which may require special buffering provisions.

d. The maximum floor area ratio for non-commercial uses within an Industrial area shall not exceed 0.75 in the TSDA, 0.65 in the UGA, 0.50 in the SDA, and 0.50 in the RDA, unless developed as a Planned Development.

e. Retail sale of goods manufactured on the site of a business located within an Industrial area is allowed provided the operation is incidental and subordinate to the manufacturing activity conducted on site and does not exceed eight percent (8%) of the total floor area or 15,000 square feet, whichever is the lesser.

f. Where centralized water or wastewater services are not available, the maximum impervious surface ratio shall be reduced to afford better protection and function of well and septic tank systems and as required if within a Nutrient Restoration Plan Overlay.

g. Planned Developments within the Industrial district may be permitted a maximum floor area ratio up to 1.5 for innovative and attractive employment centers. Intensity increases shall be reserved for those uses that provide substantial economic income opportunities for the County and its residents. Intensity increases shall only be granted to parcels within the TSDA and UGA. The Land Development Code shall establish development standards and criteria for Planned Developments within the Industrial district.

h. Industrial districts shall be separated from existing schools and developed residential areas through physical separation, screening, buffering, or a combination thereof, consistent with the standards in the County's Land Development Code.

i. Workforce housing for unaccompanied workers in barrack, dormitory, or apartment units under specific design parameters listed in the Land Development Code not to exceed an intensity of thirty-two (32) workers per acre or the limitations established by the Department of Health for water and wastewater usage, whichever allowed intensity is the lesser.

e. POLICY 2.113-B-1: CHARACTERISTICS - Business-Park Centers are intended to promote employment opportunities within the region by allowing for the establishment of office parks, research and development parks, areas for light-industrial facilities, distribution centers, and mixed-use employment parks. Business-Park Centers are intended for land use activities that are conducted entirely within enclosed structures with the exception of loading and un-loading. These centers are not intended to accommodate major commercial or other similar high-traffic producing facilities. However, these centers often contain other minor commercial facilities, and wholesale facilities, within the Business-Park Center to support the businesses located there. General (approximate) characteristics of Business-Park Centers are:

Usable Area: 10 acres or more

Gross Leasable Area (GLA): 500,000 to 2,000,000 sq. ft.

Minimum Population Support: 150,000 or more people

Service-Area Radius: 20 miles or more

Typical Leading Tenant: One or more light-assembly plants, or warehouse facilities

Other Typical Tenants: Offices, distribution centers, research and development firms, High-Density Residential (with proper buffering).

f. POLICY 2.113-B-3: LOCATION CRITERIA - Business-Park Centers shall be located with consideration being given to maximizing access to the arterial road system and with consideration given to the guidelines outlined in POLICY 2.404.-A1. In locating Business-Park Centers, Polk County shall seek to minimize the routing of commercial traffic through residential areas. Business-Park Centers shall be located on:

a. arterial roads;

b. collector roads, if the proposed district is within 2 miles of an intersecting arterial road;

c. local commercial roads or private roads under the following conditions:

1. the road has full median access onto to an arterial road;

2. the road does not serve existing or expected future residential traffic from the surrounding area; and

3. the road has a structural integrity and design characteristics suitable for truck traffic.

d. properties abutting an Industrial (IND) district or railroad line.

g. POLICY 2.113-B-4: DEVELOPMENT CRITERIA - Development within a Business-Park Center shall conform to the following criteria:

a. Business-Park Center developments shall have frontage on, or direct access to, a collector or better roadway, or a local commercial road or service drive that directly connects to a collector roadway or better. Business-Park Centers shall incorporate the use of frontage roads or shared ingress/egress facilities wherever practical.

b. 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.

c. Buffering shall be provided where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc. are examples of facilities which may require special buffering provisions.

d. Commercial activities to support activity within a Business Park Center shall not exceed 15 percent of the total area of the Business Park.

e. The maximum floor area ratio for commercial activities shall not exceed 0.25. The maximum floor area ratio for non-commercial activities shall not exceed 0.75 in the TSDA, 0.65 in the SDA, and 0.50 in the RDA, unless developed as a Planned Development.

f. Retail sale of goods manufactured on the site of a business located within a Business Park Center is allowed without affecting the fifteen percent (15%) of commercial activity permitted for the entire activity center provided the operation is incidental and subordinate to the manufacturing activity conducted on site and does not exceed eight percent (8%) of the total floor area or 15,000 square feet, whichever is the lesser.

g. New residential development within Business Park Centers shall be limited to High-Density Residential (with proper buffering).

h. All research and development, light-industrial, and distribution activities shall be conducted within enclosed structures with the exception of loading and unloading of transport and distribution vehicles. Outdoor storage shall be screened from off-site view and significantly limited in respect to the floor area provided within enclosed structures.

i. Where centralized water or wastewater services are not available, the maximum impervious surface ratio shall be reduced to afford better protection and function of well and septic tank septic and as required if within a Nutrient Restoration Plan Overlay.

j. Planned Developments within the Business Park Center district may be permitted a maximum floor area ratio up to 1.5 for innovative and attractive employment centers. Intensity increases shall be reserved for those uses that provide substantial economic income opportunities for the County and its residents. Intensity increases shall only be granted to

parcels within the TSDA and UGA. The FAR in the RDA may be increased to 0.75 when connection to public water and sewer is available and within a half mile of a transit route. The Land Development Code shall establish development standards and criteria for Planned Developments within the BPC district.

k. Workforce housing for unaccompanied workers in barrack, dormitory, or apartment units under specific design parameters listed in the Land Development Code not to exceed an intensity of thirty-two (32) workers per acre or the limitations established by the Department of Health for water and wastewater usage, whichever allowed intensity is the lesser.

Development Review Committee Recommendation: Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee (DRC) finds that the request **IS compatible** with the surrounding land uses and general character of the area and **IS consistent** with the Polk County Comprehensive Plan and Land Development Code. Therefore, the DRC recommends **APPROVAL of LDCPAS-2026-7.**

Planning Commission Recommendation: On May 6, 2026, in an advertised public hearing, the Planning Commission voted 7:0 to recommend APPROVAL of LDCPAS 2026-7.

GENERAL NOTES

NOTE: This staff report was prepared without the benefit of testimony and evidence submitted by the public and other parties at a public hearing.

NOTE: All written comments made in the application and subsequent submissions of information made during the application review process, which are on file with the Land Development Division, shall be considered to be binding upon the applicant, provided such comments are not at variance with the Comprehensive Plan, LDC or other development regulations in effect at the time of development.

NOTE: Issuance of a development permit by the county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Compatibility with the Surrounding Uses

According to *Policy 2.102-A2* of Polk County's Comprehensive Plan, "land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; and c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development." The "development criteria" and the "density and dimensional regulations" of a land use district are often the measuring tools used by staff to determine compatibility and the appropriateness of locating differentiating uses. Compatibility is defined in the Comprehensive Plan as "a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

A. Land Uses

The site is within a Transit Supportive Development Area (TSDA). TSDAs serve as a foundation from which a future urban pattern is established, and to provide areas for development at urban densities and intensities. TSDAs are where there exists 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. The TSDA also promotes and supports the location of higher density and intensity that requires compact and mixed-use development.

While aerial imagery indicates the presence of storage on-site, a staff site visit confirms that the property is vacant. Currently, the site has a Future Land Use designation of Business-Park Center (BPC). BPCs are intended to promote employment opportunities within the region by allowing for the establishment of office parks, research and development parks, areas for light-industrial facilities, distribution centers, and mixed-use employment parks. Business-Park Centers are intended for land use activities that are conducted entirely within enclosed structures with the exception of loading and un-loading. These centers are not intended to accommodate major commercial or other similar high traffic producing facilities. However, these centers often contain other minor commercial facilities, and wholesale facilities, within the Business-Park Center to support the businesses located there.

The proposed request is for an Industrial (IND) Future Land Use designation. Generally, Industrial districts contain more intensive uses and activities than contemplated in a Business-Park Center. The Comprehensive Plan describes Industrial Lands as characterized by facilities for the processing, fabrication, manufacturing, recycling, and distribution of goods, and may contain any use also found within a Business-Park Center. However, land use activities that operate externally to enclosed structures may be permitted within an Industrial Future Land Use designation. Industrial districts are also the appropriate location for land use activities that produce significant amount of noise, odor, vibration, dust, and lighting on and off-site that do not produce a physical product.

As shown on the Future Land Use Map, adjacent properties of the site are designated BPC. IND is located to the north of the site within the City of Auburndale. The site is vacant. Based on a review of past aerial photos, the site has always been vacant.

Surrounding uses next to the site include railroads on the eastern boundaries of the site. A manufacturing use is south of the site. Property to the west and north are vacant.

There are several reasons why this request is considered to be compatible, and consistent with the Comprehensive Plan and Land Development Code. The location of transportation facilities, such as railroads and arterial highways, is a factor in determining the appropriateness of industrial lands. This site is within 2 miles of US 92, an arterial highway, and is adjacent to one railroad. Therefore, this request is consistent with the applicable policies in the Comprehensive Plan.

Adjacent properties are both designated for BPC types of uses and activities. Because of the similarity in current uses and Future Land Use designations, designating this site as Industrial will be compatible.

B. Infrastructure:

According to Comprehensive Plan POLICY 2.102-A1: DEVELOPMENT LOCATION, "Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities."

The site is located in the Transit Supportive Development Area (TSDA), where connections is available through the City of Auburndale.

The following table provides a reference point for notable and pertinent Future Land Use Map districts and existing land uses upon them.

Table 1 Future Land Use Map Districts and Existing Uses

Northwest Business Park Center (BPC-2) Cutrale Citrus Juices Vacant	**North** City of Auburndale Light Industrial (LI) Tampa Electric Company Vacant	**Northeast** CXS Rail line
West Business Park Center (BPC-2) Cutrale Citrus Juices Vacant	**Subject Site** Business Park Center (BPC-2) Vacant	**East** CSX Rail line
Southwest Business Park Center (BPC-2) Recker Business Park Plat Vacant	**South** Business Park Center (BPC-2) Vacant	**Southeast** CSX Rail line

Nearest and Zoned Elementary, Middle, and High School

The schools zoned for the subject property are listed in Table 2 below. Because the request is for a non-residential use, the request will not impact school concurrency.

Table 2: School Information

School	Annual Estimated Demand	Distance from Subject Site
Clarence Boswell Elementary	0	3.8 mile
Jere L. Stambaugh Middle	0	2.6 miles
Auburndale Senior High	0	3.0 miles

Source: Polk County School Board website

Nearest Sheriff, Fire, and EMS Station

Polk County Fire Rescue provides Advanced Life Support transport to all residents and visitors of Polk County. Emergency response is considered effective if response times are within eight (8) minutes in rural and suburban areas and 13 minutes in urban areas.

Sherriff response times are not as much a function of the distance to the nearest sheriff's substation rather more a function of the overall number of patrol officers within the County. Priority 1 Calls are considered true emergencies, in-progress burglary, robbery, injuries, etc. Priority 2 Calls refer to events that have already occurred, such as a burglary that occurred while the homeowner was on vacation and had just been discovered.

Table 3 provides a breakdown of response times and travel distances for emergency services.

Table 3 Public Safety Information

	Name of Station	Distance	Response Time*
Sheriff	Southwest District, located at 4120 US 98 South, Lakeland	14.2 miles	P1: 8:55 minutes P2: 26:47 minutes
Fire/ EMS	Polk County Fire Rescue Station 5, located at 333 American Spirit Rd, Winter Haven	1.9 miles	7-9 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.*

Water and Wastewater

The subject property is in a Transit Supportive Development Area (TSDA). Connection to public water and sewer is available through the City of Auburndale. The City did not comment on capacity but stated that there is a 12-inch potable water main on the east side of Recker Hwy and a 6-inch sanitary force main.

A. Estimated Demand

The development of the property under the proposed land use designation is not anticipated to degrade the minimum LOS for the existing facilities, due to the relatively low consumption and generation rates. The following analysis assumes the maximum allowed density/intensity of 280,634 square feet of warehouse space for IND, and 280,634 square feet of professional offices space for BPC. The subject site is within the Transit Centers and Corridors overlay (TCCO) which allows up to 2.5 floor area ratio (FAR) in both BPC & IND. However, the LDC permits up to 0.75 which is what was used for calculated impacts.

Table 4 Estimated Water and Sewer Impact Analysis

Maximum Allowable Use: BPC-2 – 8.59 AC/374,180 SF of site *.75 FAR = 280,634 SF	Estimated Impact Analysis Business Park Center (BPC-2) to Industrial (IND)	
	Current Land Use designation BPC-2	**Maximum Permitted Use in Proposed IND**
Current Maximum Allowable Use	280,634 Square Feet (SF)	280,634 Square Feet (SF)
Potable Water Consumption	280,634 SF * .24 GPD/SF = **67,353 GPD**	280,634 SF * .24 GPD/SF = **67,353 GPD**
Wastewater Generation	67,353 SF * 80% of water usage **52,882 GPD**	67,353 SF * 80% of water usage **53,882 GPD**

GPD – Gallons Per Day Source: Polk County Concurrency Manual and Polk County Utilities: Professional Offices @ .24 GPD/SF (water) & .18 GPD/SF (sewer); Warehouse @ .24 GPD/SF (water) & .18 GPD/SF (sewer)

B. Available Capacity:

Utilities are available through the City of Auburndale.

C. Planned Improvements:

No information is known currently about any planned improvements to utilities in this area.

Roadways/ Transportation Network

The Polk County Transportation Planning Organization (TPO) monitors traffic congestion on over 425 roadway segments (950 directional links). The data identifies both daily and peak hour traffic volumes. The peak hour traffic volumes are used to estimate the level-of-service for each roadway, in each direction. Level-of-service refers to the quality of traffic flow. It is the primary measure of traffic congestion. Level-of-service (LOS) is measured on a scale of 'A' to 'F' with LOS 'A' being the best (free-flow traffic) and LOS 'F' being the worst (severe traffic congestion).

The proposed Comprehensive Plan Amendment is not anticipated to affect surrounding roadways or transportation network. The Amendment will not change the LOS below the minimum established standards.

A. Estimated Demand

Table 5, following this paragraph, shows the Average Annual Daily Trip (AADT) rate and the PM Peak hour trip rate. The analysis is based on a maximum permitted use of 280,634 square feet of general light industrial. The following analysis assumes the maximum allowed intensity of 280,634 square feet of warehouse space for BPC and 280,634 square feet for IND.

Table 5 Estimated Transportation Impact Analysis

Maximum Allowable Use: 8.59 AC/374,180 SF of site *.75 FAR = 280,634 SF	Estimated Impact Analysis Business Park Center (BPC-2) to Industrial (IND)	
	Current Land Use designation BPC-2	**Maximum Permitted Use in Proposed IND**
	280,634 SF	280,634 SF
Average Annual Daily Trips (AADT)	280,634 SF *3.60 trips/1,000 SF = **1,010 AADT**	280,634 SF * 1.71 trips/1,000 SF = **480 AADT**
PM Peak Hour Trips	280,634 SF * .49 trips/1,000 SF = **138 PM Peak Hour Trips**	280,634 SF * .18 trips/1,000 SF = **51 PM Peak Hour Trips**

Source: Concurrency Manual and Table for Minor Traffic Study – Warehousing (ITE 150) – 1.71 AADT/1,000 SF; General Light Industrial (ITE 110) – 3.60 AADT/1,000 SF, 0.49 peak-hour trips/1,000 SF.

B. Available Capacity:

The roads surrounding the subject site should have sufficient capacity available, depending on the eventual use and full build out of the site. The Polk Transportation Planning Organization (TPO) monitors certain roadways based on maximum approved traffic in comparison to current vehicle trips to determine what capacity is available.

Table 6, below, charts the generalized available capacity of the most-affected links.

Table 6 Available Capacity

Link #	**Road Name**	**Current Level of Service (LOS)**	**Available PM Peak Hour Capacity**	**Minimum LOS Standard**	**5-Year Peak Hour Projected LOS**
7102N	SR 655 (RECKER HWY) From: CR 542 (AVENUE G NW) To: US 92	C	538	D	C
7102S	SR 655 (RECKER HWY)7 From: CR 542 (AVENUE G NW) To: US 92	C	511	D	C

Source: Polk County Transportation Planning Organization, Concurrency Roadway Network Database January 17, 2026

As identified above, Recker Highway has sufficient PM peak hour capacity to support future development activity.

C. Roadway Conditions

Recker Highway is a stated maintained road, no information regarding the Pavement Condition Index is available.

D. Planned Improvements:

There are no known improvements for this portion of Recker Highway at this time.

E. Mass Transit

There are no Citrus Connection routes along Recker Highway.

F. Sidewalks

There are no sidewalks in front of the subject property, nor along adjacent streets.

Park Facilities and Environmental Lands

The closest County Park is Simmers-Young Park, located two (2) miles south of the site. Because the proposed amendment is for non-residential uses, it will not have an impact on this facility.

A. Location:

Simmers-Young Park is located at 339 American Spirit Road in Winter Haven.

B. Services:

Simmers-Young Park is a recreational park in Winter Haven with 10 multi-purpose fields, baseball and softball and league play. There also are picnic facilities, a fishing pond, dog park, playground, restrooms, picnic tables and picnic shelters.

C. Multi-use Trails:

Lake Wales Ridge Wildlife and Environmental Area - Lake Blue trails are near the immediate area.

Environmental Lands

The site is not within an Ecological Greenway Network. The closest conservation area is 2.64 miles southwest of the site.

Environmental Conditions

There are wetlands on the south end of the site. Because of these conditions, any development of the site will have to take these conditions into account and comply with the applicable requirements of Section 620 (Wetland Protection) and Section 630 (Flood Hazard Management and Floodplain Protection) of the Land Development Code.

A. Surface Water:

There are no surface waters on the site. A pond is located about 750 feet northwest of the site.

B. Wetlands/Floodplains:

The site contains wetlands on the south side of the site.

C. Soils:

The site is comprised mostly of Adamsville fine sand, according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey. Table 7, below, lists the soils associated with the subject site.

Table 7 Soils

Soil Name	Septic Tank Absorption Field Limitations	Limitations to Dwellings Without Basements	% of Site *(approximate)*
Adamsville fine sand	Severe: wetness	Moderate: wetness	82.%
Samsula muck	Severe: ponding	Severe: ponding	18%

Source: Soil Survey of Polk County, Florida 1985, USDA, Soil Conservation Service

Any future development of the site will be subject to Section 2.303: "Soils" of the County's Comprehensive Plan (in conjunction with the Land Development Code) which requires all development to implement Best Management Practices based on the Department of Environmental Protection's (DEP) Florida Development Manual.

D. Protected Species

According to the Florida Natural Areas Inventory Biodiversity Matrix, the site is located within one mile of an endangered species. Prior to site clearing or grubbing, the applicant shall hire a qualified professional to conduct a site survey/walkover to ensure that no threatened or endangered plant or animal species exist on the site. If any are discovered, the applicant shall properly protect the specie(s) or mitigate any impacts consistent with federal, state, and local law.

E: Polk Green Districts and Conservation Easements:

The PolkGreen Map displays this parcel as not within a potential connection of an overall natural network. Moreover, there are no conservation easements on this parcel.

F. Archeological Resources:

Based on information received from the Secretary of State's Department of Historical Resources office, there are no archeological or historic resources on the site.

G. Wells (Public/Private)

The site is not within a Wellfield Protection District.

H. Airports:

This property is within the Airport Impact District.

Economic Factors:

Site development activities create temporary jobs. Any new business activity that occurs at this site will need more goods and services, thereby generating more economic activity. The proximity of this site next to Recker Highway and existing railroads provide an opportunity for new businesses to locate on this site, thereby also providing jobs to support the community.

Consistency with the Comprehensive Plan

Many policies within the Comprehensive Plan are reviewed for consistency with an application. The most relevant policies for the proposed request are included in this section. The policy is first stated and then an analysis of how the request is provided to state that it may or may not be

consistent with the Comprehensive Plan. How the request is **consistent** with the Comprehensive Plan is listed below:

Table 8 Comprehensive Plan

Comprehensive Plan Policy	Consistency Analysis
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 site is located in a well-established high intensity area and is considered compatible.
POLICY 2.102-A1: DEVELOPMENT LOCATION – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing Communities.	The site is located within an existing heavy commercial area. The site also is abutting a railroad line.
POLICY 2.102-A10: LOCATION CRITERIA - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area: a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided, b. nearness to agriculture-production areas; c. distance from populated areas; d. economic issues, such as minimum population support and market-area radius (where applicable); e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to: 1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways; 2.sanitary sewer and potable water service; 3. storm-water management; 4. solid waste collection and disposal; 5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment; 6. emergency medical service (EMS) provisions; and 7. other public safety features such as law enforcement; 8. schools and other educational facilities 9. parks, open spaces, civic areas and other community facilities, f. environmental factors, including, but not limited to: 1. environmental sensitivity of the property and adjacent property; 2. surface water features, including drainage patterns, basin characteristics, and flood hazards; 3. wetlands and primary aquifer recharge areas;	The proximity of the site fronts Recker Highway, next to an existing industrial area, and bordered by a railroad. These features make the site appropriate for more intensive commercial uses.

Comprehensive Plan Policy	Consistency Analysis
4. soil characteristics; 5. location of potable water supplies, private wells, public well fields; and 6. climatic conditions, including prevailing winds, when applicable.	
POLICY 2.104-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within TSDAs, in accordance with applicable criteria ACTIVITY CENTERS: Regional Activity Centers, Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, Employment Centers and High-Impact Commercial Centers. RESIDENTIAL: Residential-High, Residential-Medium, and Residential-Low Districts. OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Office Centers, Leisure Recreation, Mixed Use, Institutional, Professional Institutional, Recreation and Open Space, Preservation. POLICY 2.113-A1: CHARACTERISTICS - Industrial lands are characterized by facilities for the processing, fabrication, manufacturing, recycling, and distribution of goods, and may contain any use also found within a Business-Park Center. However, land use activities	The site is in a Transit Supportive Development Area (TSDA). IND is allowed in the TSDA.
POLICY 2.113-A3: LOCATION CRITERIA - Industrial development within the County shall occur within lands designated as Industrial on the Future Land Use Map Series. The following factors shall be taken into consideration when determining the appropriateness of establishing new Industrial areas: a. Industrial development shall be located within an Transit Supportive Development Area Urban-Growth Area, Suburban-Development Area, Rural-Development Area, or Utility-Enclave Area. b. Accessibility to major air and ground transportation, including but not limited to arterial roadways, rail lines, and cargo airport terminals. c. The locational criteria enumerated in Policy 2.102-A9 and Policy 2.102-A10. d. Industrial facilities should group together in planned industrial districts on sites capable of being expanded and developed in stages. e. Industrial districts shall be separated significant distances from schools and developed residential areas through a combination of physical separation and screening and/or buffering in accordance with standards in the County's Land Development Code.	The site is located near an arterial road and has direct access next to one railroad. US 92 is a major arterial two (2) miles from the subject site.

Comprehensive Plan Policy	Consistency Analysis
f. The location criteria for Industrial Districts shall serve to maximize access to the arterial road system and minimize the routing of commercial traffic through residential areas by requiring access be limited to: 1. arterial roads; 2. collector roads, if the subject parcel is within 2 miles of an intersecting arterial road; or 3. local commercial roads or private roads under the following conditions: (a) the road has full median access onto to an arterial road; (b) the road does not serve existing or expected future residential traffic from the surrounding area; (c) the road has a structural integrity and design characteristics suitable for truck traffic. g. Applications for establishment of an Industrial district shall include a plan consistent with Policy 2.110-L5.	

Urban Sprawl Analysis

After analyzing the primary indicators of Urban Sprawl per *Policy 2.109-A10* of the Polk County Comprehensive Plan, the proposed request is not considered to be urban sprawl.

Table 9 (below) depicts the Urban Sprawl Criteria used by staff as indicators of Urban Sprawl.

Table 9 Urban Sprawl Criteria

Urban Sprawl Criteria: The following criteria are the primary indicators of urban sprawl per Florida Statutes	
Urban Sprawl Criteria	**Sections where referenced in this report**
a. *Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.*	Summary of analysis
b. *Allows a significant amount of urban development to occur in rural areas.*	Summary of analysis
c. *Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.*	Summary of analysis, surrounding Development, compatibility
d. *Fails to adequately protect and conserve natural resources and other significant natural systems.*	Summary of analysis, surrounding Development, compatibility
e. *Fails to adequately protect adjacent agricultural areas.*	Compatibility with Surrounding Land Uses
f. *Fails to maximize existing public facilities and services.*	Summary of Analysis, Infrastructure
g. *Fails to minimize the need for future facilities and services.*	Summary of Analysis, Infrastructure
h. *Allows development patterns that will disproportionately increase the cost of providing public facilities and services.*	Summary of Analysis, Infrastructure
i. *Fails to provide a clear separation between urban and rural uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
j. *Discourages infill development or redevelopment of existing neighborhoods.*	Summary of Analysis, Compatibility with Surrounding Land Uses
k. *Fails to encourage an attractive and functional mixture of land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
l. *Will result in poor accessibility among linked or related land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
m. *Results in the loss of a significant amount of open space.*	Summary of Analysis, Compatibility with Surrounding Land Uses

Comments From Other Agencies:

The City of Auburndale has no objections to the case.

Exhibits:

Exhibit – 1 Location Map
Exhibit – 2 2023 Satellite Image (Context)
Exhibit – 3 2023 Aerial Photo (Close-up)
Exhibit – 4 Existing Future Land Use Map
Exhibit – 5 Proposed Future Land Use Map
Exhibit – 6 Permitted and Conditional Uses in BPC & IND
Exhibit – 7 City of Auburndale Zoning



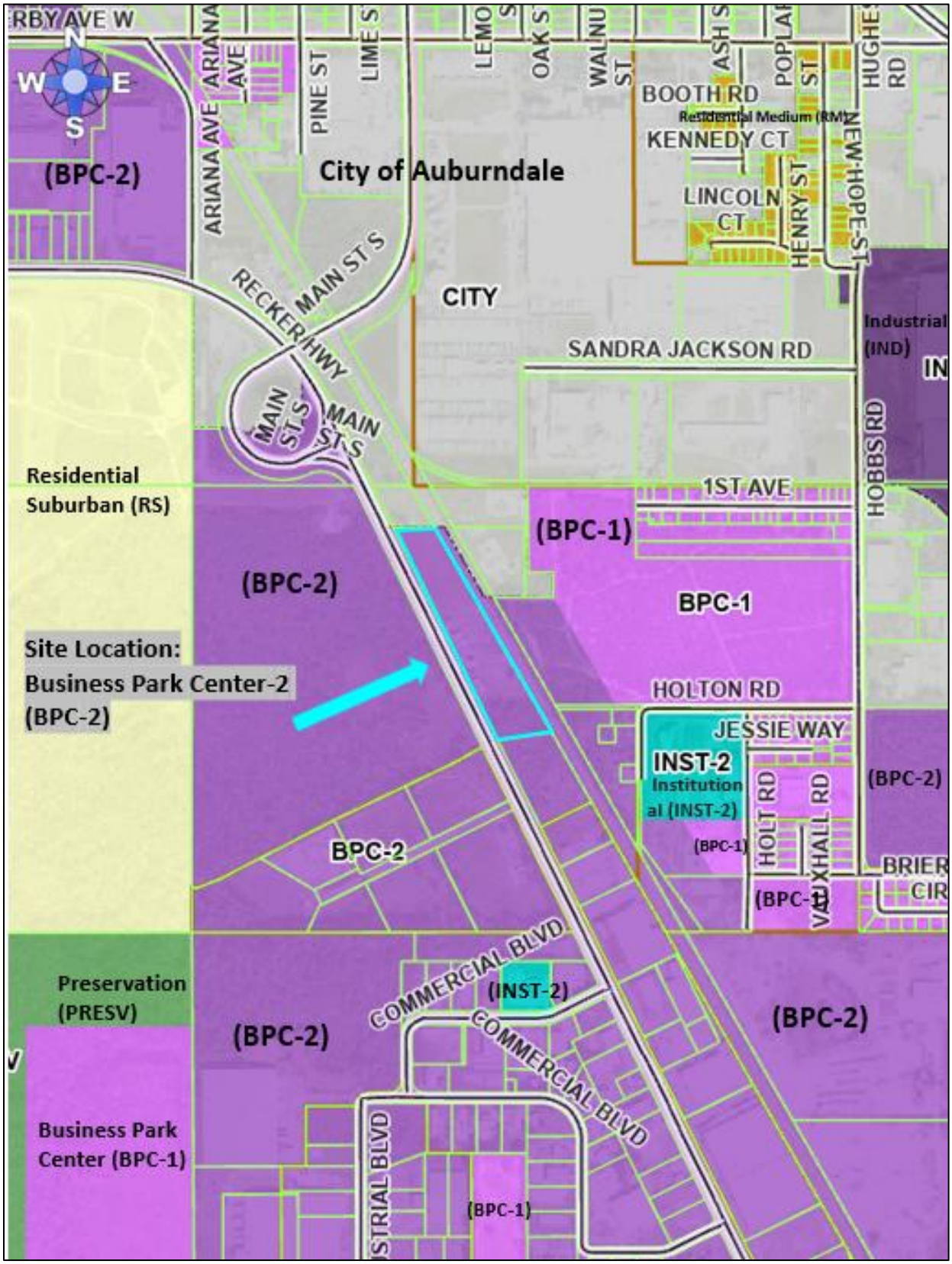
Location Map



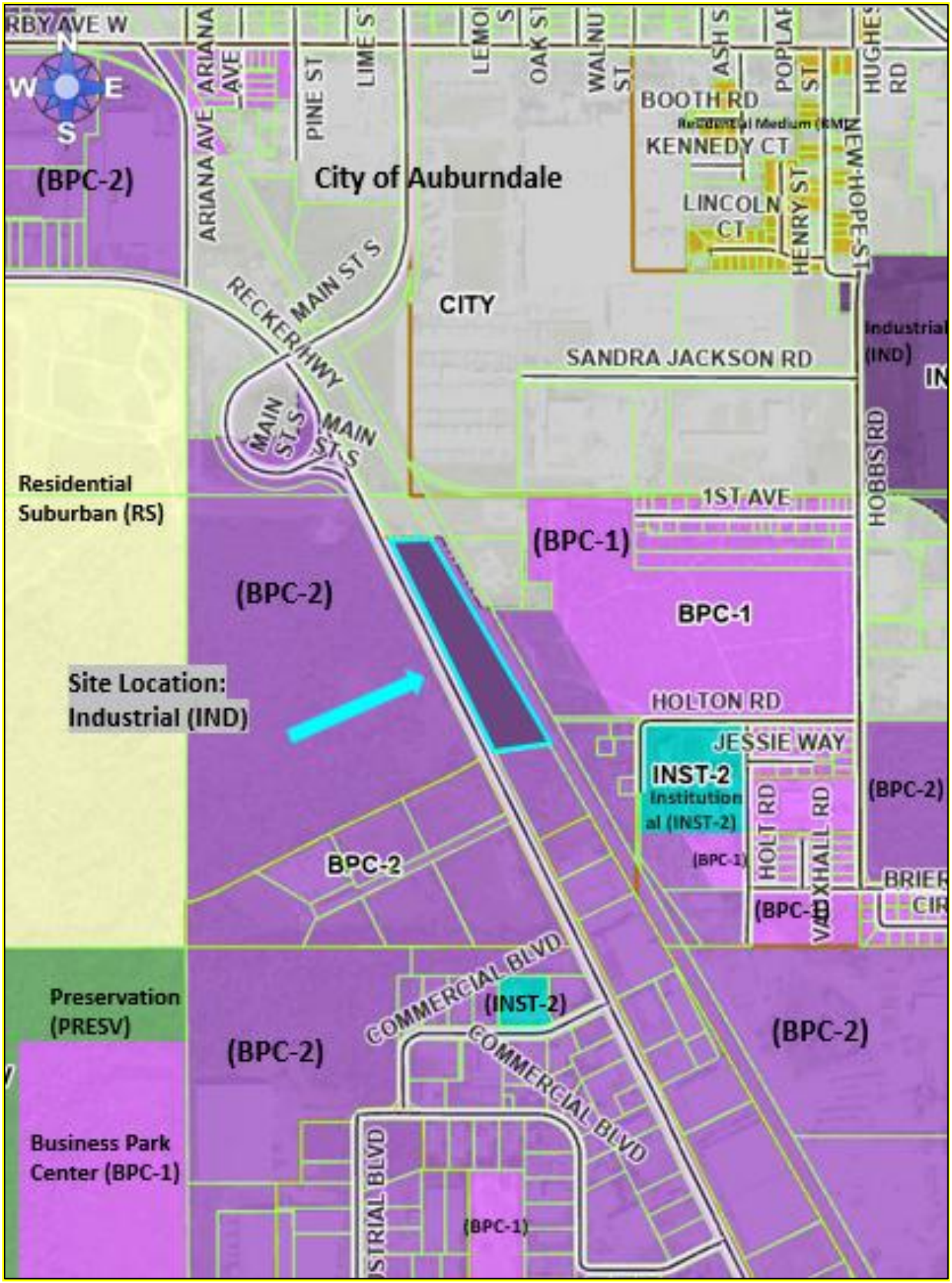
2023 Aerial Photo (Context)



2023 Aerial Photo (Close-up)



Current Future Land Use Map

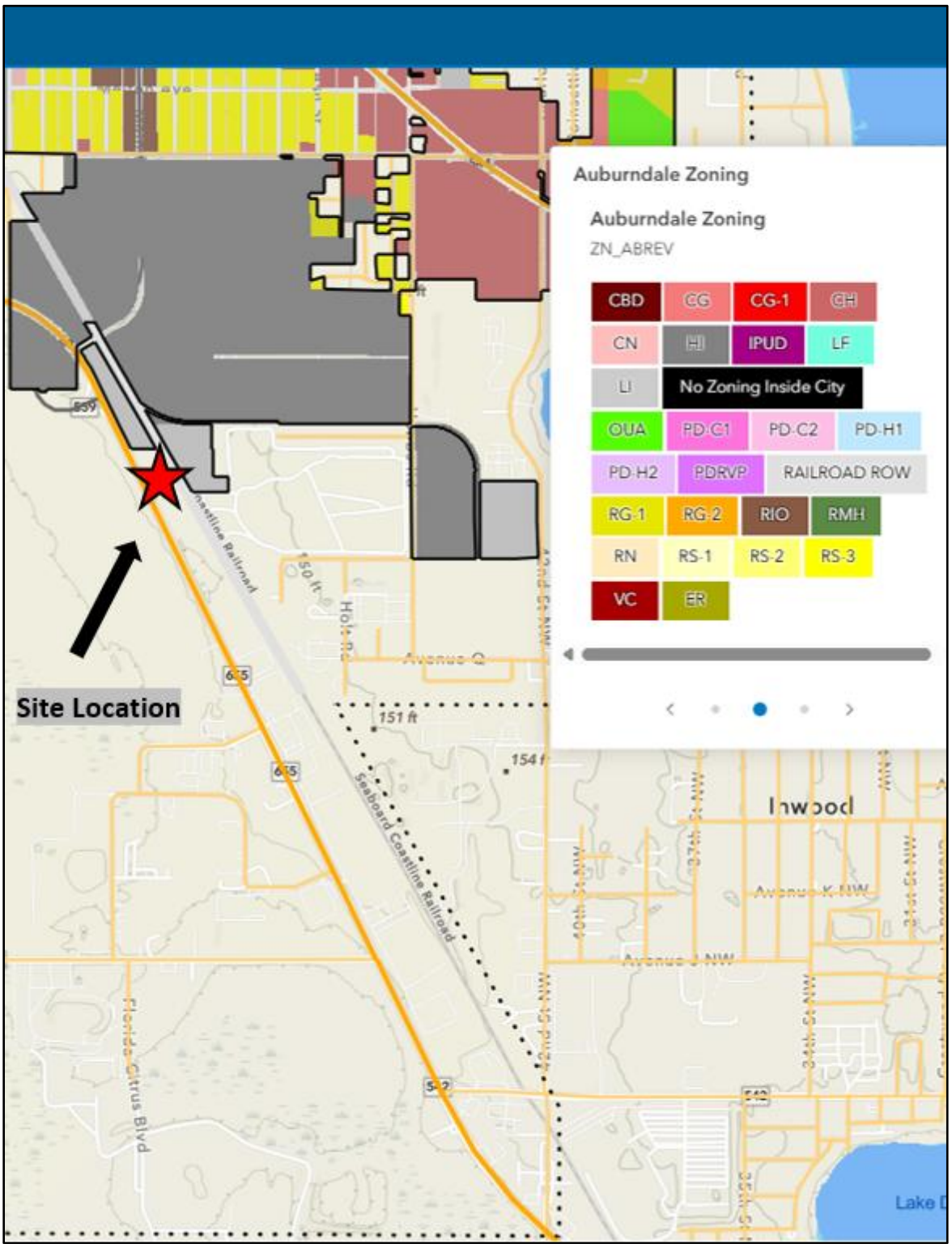


Proposed Future Land Use Map

FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
BPC-2	Agricultural Support, Off-Site, Animal Farm, Intensive, Commercial Vehicle Parking, Farming General, Government Facility, Manufacturing- Light, Motor Freight Terminal, Nurseries and Greenhouses, Office, Office Park, Personal Service, Printing & Publishing, Research & Development, Retail, Outdoor Sales/Display, Studio- Production, Transit- Facility, Transit, Commercial, Utilities- Class I, Utilities- Class II, Vehicle Repair, Auto Body, Vehicle Service, Mechanical Warehousing/Distribution	Farm Worker Dormitory, Barrack Style Alcohol Package Sales, Bars- Lounges- and Taverns, Breeding, Boarding, and Rehabilitation Facility, Wild or Exotic, Golf Course, Recreation- Passive, Cardboard & Shredded Paper Collection, Communication Towers, Guyed and Lattice, Communication Tower- Monopole, Community Center, Convenience Stores- Isolated, Cultural Facility, Financial Institution, Financial Institution- Drive Through, Gas Station, Heavy Machinery Equipment Sales and Services, Heliports, Helistops, Hotels and Motels, Kennels, Boarding and Breeding, Livestock Sale, Auction, , Medical Marijuana Dispensaries, Nurseries- Retail, Recreational Vehicle Storage, Religious Institution, Restaurant- Drive-thru/Drive-in, Restaurant- Sit-down/Take-out, Retail- 10-000 – 34-999 sq. ft., Retail- 35-000 - 64-999 sq. ft, Retail- Less than 10-000 sq. ft., School- Leisure/Special Interest, School- Technical/Vocational/Trade & Training, School- University/College, Self-storage Facility, Solar Electric-Power Generation Facility, Vehicle Recovery Service/Agency, Veterinary Service	Planned Development, Transitional Area Development, Airport, Lime Stabilization Facility, Mining- Non-phosphate, Retail- More than 65-000 sq. ft., Utilities- Class III, Water Ski Schools, Power Plants Non-Certified- Low Power Plants, Non-Certified, High

FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
IND	Agricultural Support-Off-Site, Animal Farm- Intensive, Commercial Vehicle Parking, Crematorium, Farming-General, Government Facility, Kennels, Boarding and Breeding, Livestock Sale, Auction, Manufacturing, Explosives/Volatile Material, Manufacturing-Light, Manufacturing, General, Motor Freight Terminal, Nurseries and Greenhouses, Office, Personal Service, Printing & Publishing, Recreation-Passive, Research & Development, Retail, Home Sales Offsite, School- Technical/Vocational/Trade & Training, Studio, Production, Transit- Facility, Utilities- Class I, Utilities- Class II, Vehicle Repair- Auto Body, Vehicle Service- Mechanical, Warehousing/Distribution	Farm Worker Dormitory - Barrack Style, Alcohol Package Sales, Bars, Lounges and Taverns, Breeding, Boarding, and Rehabilitation Facility, Wild or Exotic, Cardboard and Shredded Paper Collection, Communication Tower- Guyed and Lattice, Communication Tower- Monopole, Community Center, Convenience Stores- Isolated, Cultural Facility, Financial Institution, Financial Institution- Drive Through, Gas Station, Golf Course, Heliports, Helistops, Heavy Machinery Equipment Sales and Services, Hotels and Motels, Medical Marijuana Dispensaries, Nurseries- Retail, Railroad Yard, Recreation Vehicle Storage, Religious Institution, Restaurant- Drive-thru/Drive-in, Restaurant- Sit-down/Take-out, Retail- 10-000 – 34-999 sq. ft., Retail- 35-000 - 64-999 sq. ft, Retail- Less than 10-000 sq. ft., School- Leisure/Special Interest, Self-storage Facility, Utilities Class III, Solar Electric-Power Generation Facility, Vehicle Recovery Service/Agency, Veterinary Service.	Planned Development, Airport, Construction Aggregate Processing, Construction Aggregate Storage, Gypsum Stack, Hazardous Waste Transfer, Storage, Hazardous Waste Treatment Facilities, Lime Stabilization Facility, Mining- Non-phosphate, Power Plants Non-Certified-Low, Power Plants Non-Certified-High, Salvage Yard, School-University/College, Seaplane Base, Water Ski Schools

Permitted and Conditional Uses in BPC-2 & IND



City of Auburndale Zoning

February 5, 2026

Polk County Board of County Commissioners
Land Development Division
330 West Church Street
Bartow, FL 33831-9005

Re: Smale-scale Comprehensive Plan Amendment (CPA)
Demonstration of Need Narrative
LLCPPAS-2026-7 Recker Hwy Storage Yard
0 Recker Hwy, Auburndale, FL 33823 (Parcel ID: 25-28-14-000000-041080)

To Whom it May Concern,

Madrid Engineering Group, Inc., dba Madrid CPWG/Madrid CFTL, is pleased to present the below narrative in support of the small-scale comprehensive plan amendment (CPA). The Owner, Premier Parking US LLC, proposes rezoning (changing land use district designation) of the parcel of land located at 0 Reckey Highway, Auburndale, FL 33823, from Business Park Center 2 (BPC-2) to Industrial (IND). The proposed land use district change will allow the Owner to store modular classrooms on the site as a primary use.

The need for outdoor storage on the parcel is essential for the Owner to maximize the space and capabilities of the site. The adjacent land is all vacant. The proposed use will not cause adverse impacts to the surrounding areas/property owners. The need for outdoor storage is realized based on the close proximity to the railroad and location of the site. The change in use will allow outdoor storage which will allow flexibility to the Owner. The Urban Sprawl Criteria below is outlined for the request below.

The proposed development will not promote substantial amounts of low-density, low intensity or single use development is excess. *The proposed development consist of temporary storage and would not be used for permanent storage of vehicles or any other apparatus.*

The proposed development will not produce a significant or any amount of development to the surrounding area.

No urban developments would be affected by this project.

There are no affects on adjacent land uses (specifically agriculture).

Most of the current parcel will still be utilized as open space and the goal is to put a landscape buffer along the frontage to beautify the parcel.

Comprehensive Plan– 2.102-A11 Urban Sprawl Criteria

The information and guidelines outlined in the urban sprawl section of the comprehensive plan do not apply as the site development does not introduce any additional population.

February 2, 2026

Polk County Board of County Commissioners
Land Development Division
330 West Church Street
Bartow, FL 33831-9005

Re: Smale-scale Comprehensive Plan Amendment (CPA)
Impact Assessment Statement (IAS) Narrative
LDDRC-2025-313 Recker Hwy Storage Yard
0 Recker Hwy, Auburndale, FL 33823 (Parcel ID: 25-28-14-000000-041080)

To Whom it May Concern,

Madrid Engineering Group, Inc., dba Madrid CPWG/Madrid CFTL, is pleased to present the below narrative in support of the small-scale comprehensive plan amendment (CPA). The Owner, Premier Parking US LLC, proposes rezoning (changing land use district designation) of the parcel of land located at 0 Reckey Highway, Auburndale, FL 33823, from Business Park Center 2 (BPC-2) to Industrial (IND). The proposed land use district change will allow the Owner to store modular classrooms on the site as a primary use. The Polk County Land Development Code (LDC) does not define outdoor storage as a primary use per (Chapter 2, Section 205, Table 2.1) within the Business Park Center-2 (BPC-2) land use district.

Premier Parking (Owner) utilizes several parcels of land in and around the Polk County area for commercial vehicle storage of semi tractor trailers. Commercial vehicle storage is an allowed use in BPC-2 and is permitted within the parcel in question. The Owner will utilize the parcel for commercial vehicle storage in the future but would like the flexibility to utilize a portion of the property for outdoor storage of the modular classrooms or other storage containers (with no hazardous materials or grease/oils). The temporary modular classroom storage is not allowed as a primary use in the BPC-2 land use district but would be allowed in the IND land use district. IND land use district allows dual primary uses.

Based on conversations with Polk County, staff is potentially looking to add text to the LDC to include a use for such storage purposes. However, the workshop for this text amendment has not occurred to date. The site is looked within the Transit Corridor and Centers Overlay (TCCO) in the Transit Supportive Development Area (TSDA). The site is not located within the Green Swamp Area of Critical State Concern or any other Selected Are Plans (SAPs) or Special Protection Areas (SPAs).

The project does not propose any structures and utility improvements would be limited to connection to City of Auburndale watermain along Recker Highway for irrigation service. No other utilities, including sanitary sewer, will be required for the project. The project does not propose any impervious area. The modular classrooms will be temporarily stored on site and would sit on “cribs” or wooden crates so existing stormwater flow would not be altered by the storage of the modular buildings. No soil disturbance would be anticipated with the proposed project.

LDC Section 910 – Impact Assessment Statements

The below information and responses (*identified in italics*) are provided for each subsection of 910 to provide information on the effects of the proposed development (and land use action) will have on the existing neighborhood and general area; on the transportation facilities; on the environment and natural resources of the County; on the public facilities for water, sewer, solid waste disposal, fire, police, public education, parks, recreation, and other utilities; and any other aspect with an identified impact of the development and deemed appropriate for concern.

A. Land and Neighborhood Characteristics

To assess the compatibility of the requested land use district with the adjacent property and to evaluate the suitability of the site for development, the applicant shall:

1. Show how and why is the site suitable for the proposed uses;
   The parcel was utilized by the previous owner as outdoor storage from the beginning of 2022 until the current Owner purchased the property in September of 2024. No known concerns or complaints were raised by the neighboring parcels or landowners during this time. Since the purchase of the property, the site has remained vacant and is identified as Vacant Industrial (Code 4001) per the property appraiser website.

   The proposed IND Land use district is appropriate for the site due to its location. The parcels to the north and northeast (roughly half area to the east) are located within City of Auburndale city limits which have a Light Industrial (LI) City zoning. The parcels within the City of Auburndale adjacent to the site are owned by Tampa Electric Company. The site to the north has an existing land use of vacant industrial and the property at the northeast, separated by the CSX Corporation railroad parcel, has an existing land use of Utilities.

   The remaining parcels contiguous to the site are within the Polk County BPC-2 land use district. However, the parcels east of the site are separated by the CSX Corporation railroad land parcel. Please note, many parcels directly adjacent to railroads would typically have an industrial use classification or allow storage yards, etc. for use based on proximity of the railroad. The parcels to the west are separated by FDOT right-of-way of State Road 655 (Recker Highway). The vacant industrial property to the south is undeveloped and is mostly encompassed by wetlands. Therefore, the proposed land use district of IND will not have adverse effects on neighboring landowners or communities. All land adjacent to the site is currently vacant.
2. Provide a site plan showing each type of existing and proposed land use;
   Refer to Map F for site plan showing existing and proposed land use.
3. Describe any incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses;
   There are no anticipated incompatibilities and special efforts needed to minimize difference in uses. As indicated above in A.1, the existing adjacent parcels are vacant and most are vacant industrial land use. The railroad and FDOT roadway also provide separation from the adjacent BPC-2 land use district parcels.

4. Explain how the requested district may influence future development patterns if the proposed change is located in an area presently undeveloped;
   The requested IND land use district change should not influence development patterns in the area unless other parcels pursue utilization of outdoor storage as a primary use. However, the potential added text to the LDC described by County staff for such uses may alleviate any adverse effects this request has on future development patterns.
5. Describe each of the uses proposed in a Planned Development and identify the following:
   The proposed development is not located within a planned development. Therefore, the items below are not applicable.
   a. The density and types of residential dwelling units;
      N/A, no residential dwellings (and not within planned development)
   b. The type of commercial and industrial uses;
      N/A, not within planned development but the commercial/industrial outdoor storage use will consist of temporary modular classroom storage and potential future commercial vehicle storage.
   c. The approximate customer service area for commercial uses;
      N/A, no customer service areas proposed.
   d. The total area proposed for each type of use, including open space and recreation.
      N/A, not within planned development but the proposed use is not anticipated to encompass more than 50% of the site (4.29 acres).

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;
   The proposed use is not a use defined within the ITE manual. Based on information provided by the modular classroom storage management, the maximum daily trips would be 10 with max PM peak hour of 1. The average daily generated trips would be less than 1.
2. Indicate what modifications to the present transportation system will be required as a result of the proposed development;
   FDOT owns and maintains SR655 (Recker Highway) and based on pre-application meeting with FDOT staff, no turnlanes or roadway improvements will be required due the proposed project and the corresponding daily trips.
3. List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development;
   The proposed development is not proposing parking spaces or parking facilities.
4. Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads);
   Site access will be provided by an existing concrete driveway connection to Recker Highway. The existing driveway connection is the only connection to public roads and will remain as previously constructed. No improvements to the driveway connection are proposed or anticipated.

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 parcel is within a rural area located just outside the City of Auburndale city limits. There are no bus routes on Recker Highway or within close proximity to the project. The proposed storage facility will not produce any additional pedestrian or bicycle traffic. Therefore, no proposed sidewalks or pedestrian access are proposed with the project. FDOT had no requirement of providing sidewalks or bicycle lane along Recker Highway during the preliminary pre-application process.

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;
   The proposed development will not generate any sewage flows and no sanitary sewer infrastructure or improvements are proposed. No structures are proposed.
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;
   Not applicable; the proposed development will not generate sewage flow and no sanitary sewer infrastructure or improvements are proposed.
3. Indicate the relationship of the proposed sewage system to Polk County's plans and policies for sewage treatment systems;
   Not applicable; the proposed development will not generate sewage flow and no sanitary sewer infrastructure or improvements are proposed.
4. Identify the service provider;
   City of Auburndale. There is an existing sanitary sewer forcemain located on the east side of Recker Highway adjacent to the project.
5. Indicate the current provider's capacity and anticipated date of connection.
   Not applicable; the proposed development will not generate sewage flow and no connection is anticipated.

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;
   There is an 12" watermain located on the east side of Recker Highway adjacent to the project.
2. Identify the service provider;
   The City of Auburndale.
3. Calculate the estimated volume of consumption in gallons per day (GPD);
   There is no potable consumption volume associated with the project. However, the 12" watermain is anticipated to be utilized for irrigation and only during the plant establishment period. Our irrigation designer anticipates 1800 GPD for this time period.

4. Indicate the current provider's capacity and anticipated date of connection.
   The City of Auburndale has available capacity for the irrigation service. An on-site well may be utilized for irrigation service if capacity issues arise. The anticipated connection date is 10/01/2026.

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 project does not propose any additional impervious area and therefore, there will be no impact on surface water quality. The Owner will set aside an area at the southern portion of the parcel for future dry retention area and floodplain compensation. While the site is located in FEMA flood zone "X" panel no. 12105C0345G (effective date 12/22/2016), the SWFWMD Lake Handcock Watershed Model shows 100 year floodplain on the southern end of the site.
2. Describe the alteration to the sites natural drainage features, including wetland, that would be necessary to develop the project;
   The modular classrooms will be temporarily stored on site and would sit on "cribs" or wooden crates so existing stormwater flow would not be altered by the storage of the modular buildings. No soil disturbance would be anticipated with the proposed project.

   Surface water from the site sheet flows south to a forested, swampy area at the south end of the site where there is a wetland area which extends to the adjacent parcel to the south. Stormwater is then conveyed under Recker Highway via an existing culvert. Stormwater then flows west.

3. Describe the impact of such alterations on the fish and wildlife resources of the site;
   The proposed development will not adversely affect fish and wildlife.
4. Describe local aquifer recharge and groundwater conditions and discuss the changes to these water supplies which would result from development of the site.
   The proposed development is not proposing new impervious area. Rainfall entering and traveling through the site will be able to percolate as in the existing condition so there is no impact to aquifer recharge and groundwater conditions.

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;
   The proposed project does not produce any new population to the area.
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;
   The proposed project does not produce any new employees to the area for the proposed storage yard.

3. Indicate the expected demographic composition of the additional population (age/socio-economic factors);
   The proposed project does not produce any new population to the area.
4. Describe the proposed service area and the current population thereof.
   The adjacent parcels are vacant and the project does not propose any increase in population.

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 development will provide the required landscaping along the frontage of Reckey Highway which will enhance the site over the existing conditions of the parcel. Barbed wire fencing will be provided for security.
2. Discuss the demand on the provision for the following services:
   a. Parks and Recreation
      The proposed development will not increase population in the area and no demand on parks and recreation are anticipated.
   b. Educational Facilities (preschool/elementary/middle school/high school);
      The proposed development will not increase population in the area and no demand on educational facilities are anticipated.
   c. Health Care (emergency/hospital)
      The proposed development will not increase population in the area and no demand on parks and recreation are anticipated.
   d. Fire Protection
      The proposed development does not propose any permanent structures and thus no demand for fire protection.
   e. Police Protection and Security
      Barbed wire fencing will be provided for security. The entire property is currently fenced and will be fenced.
   f. Electrical Power Supply.
      No electrical power is required for the project.

H. Maps

1. Maps shall be used to give the public agencies a clear graphic illustration and visual understanding of the proposed development and the potential positive and negative impacts resulting from the development.
2. Maps shall be of sufficient type, size, and scale to facilitate complete understanding of the elements of the proposed development. Scales shall be clearly indicated on each map and the dates of preparation and revisions shall be included. The project boundaries shall be overlaid on all maps. The following maps shall accompany all Impact Assessment Statements:

3. Map A: A location map showing the relationship of the development to cities, highways, and natural features;
4. 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;
5. 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;
6. 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;
7. 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.
8. 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;
9. Map G: A Drainage Map delineating existing and proposed drainage areas, water retention areas, drainage structures, drainage easements, canals, wetlands, watercourses, and other major drainage features.

Please refer to the attachment section for the associated maps.

Please do not hesitate to contact me if any additional information is required.

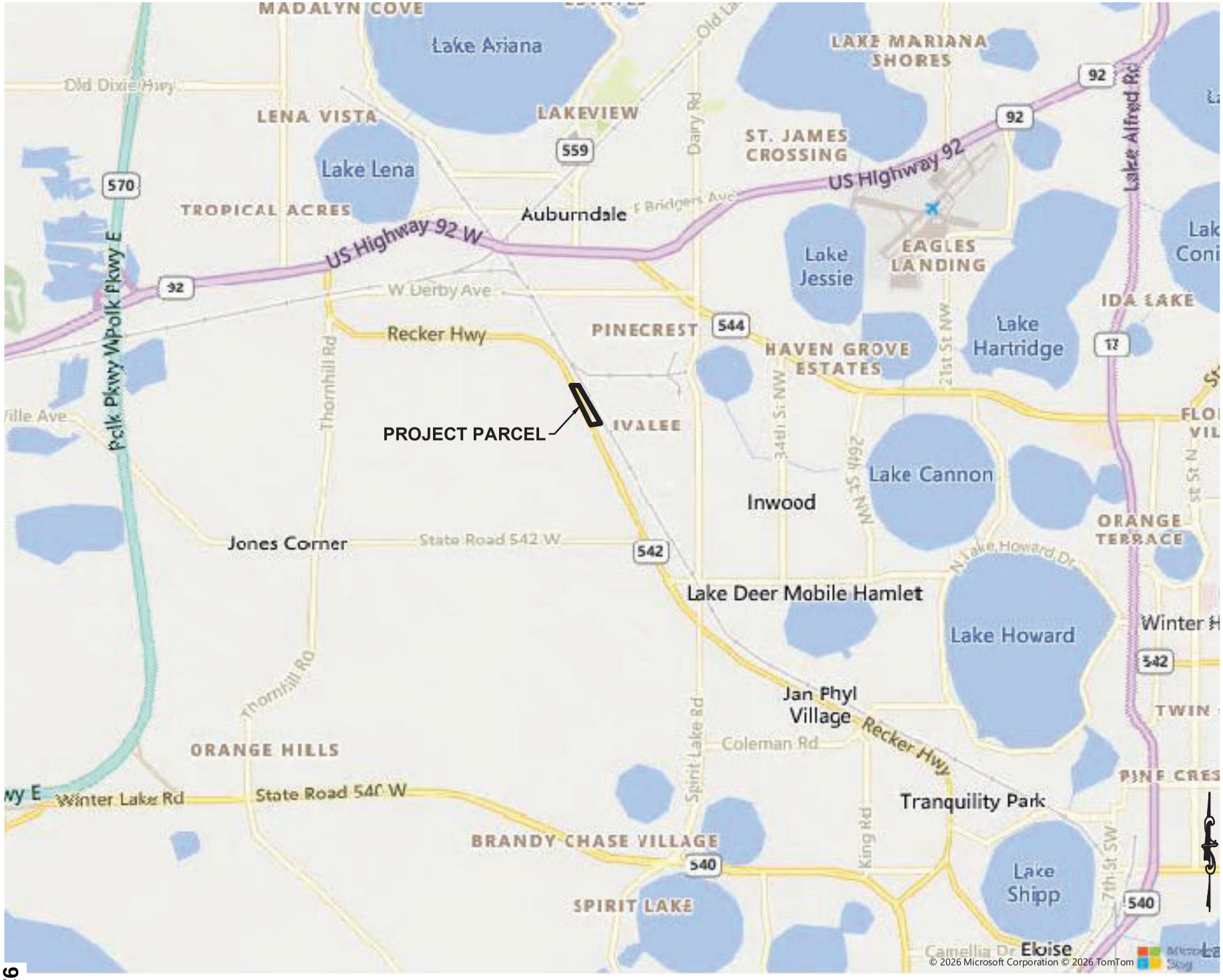
Madrid Engineering Group, Inc.



Zach H. Thornton, P.E.
Project Manger
FL PE# 79489

Attachments:
1. Map A: Location map
2. Map B: Topographical Map
3. Map C: Land Use and Land Use District Maps
4. Map D: Soils Map
5. Map E: Traffic Circulation Map
6. Map F: Site Plan
7. Map G: Drainage Map

ATTACHMENTS:



925

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PREMIER PARKING US LLC
RECKER HEY (SR 655), AUBURNDALE, FL 33823

SCALE-SCALE CPA
MAP A - LOCATION MAP

ZACHARY H. THORNTON, PE FLORIDA REG.
PROF. ENGINEER No.: 79489

PROJECT NO.	SHEET NO.
M2515817.00	MAP-A
DATE: 01/14/2026	
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926

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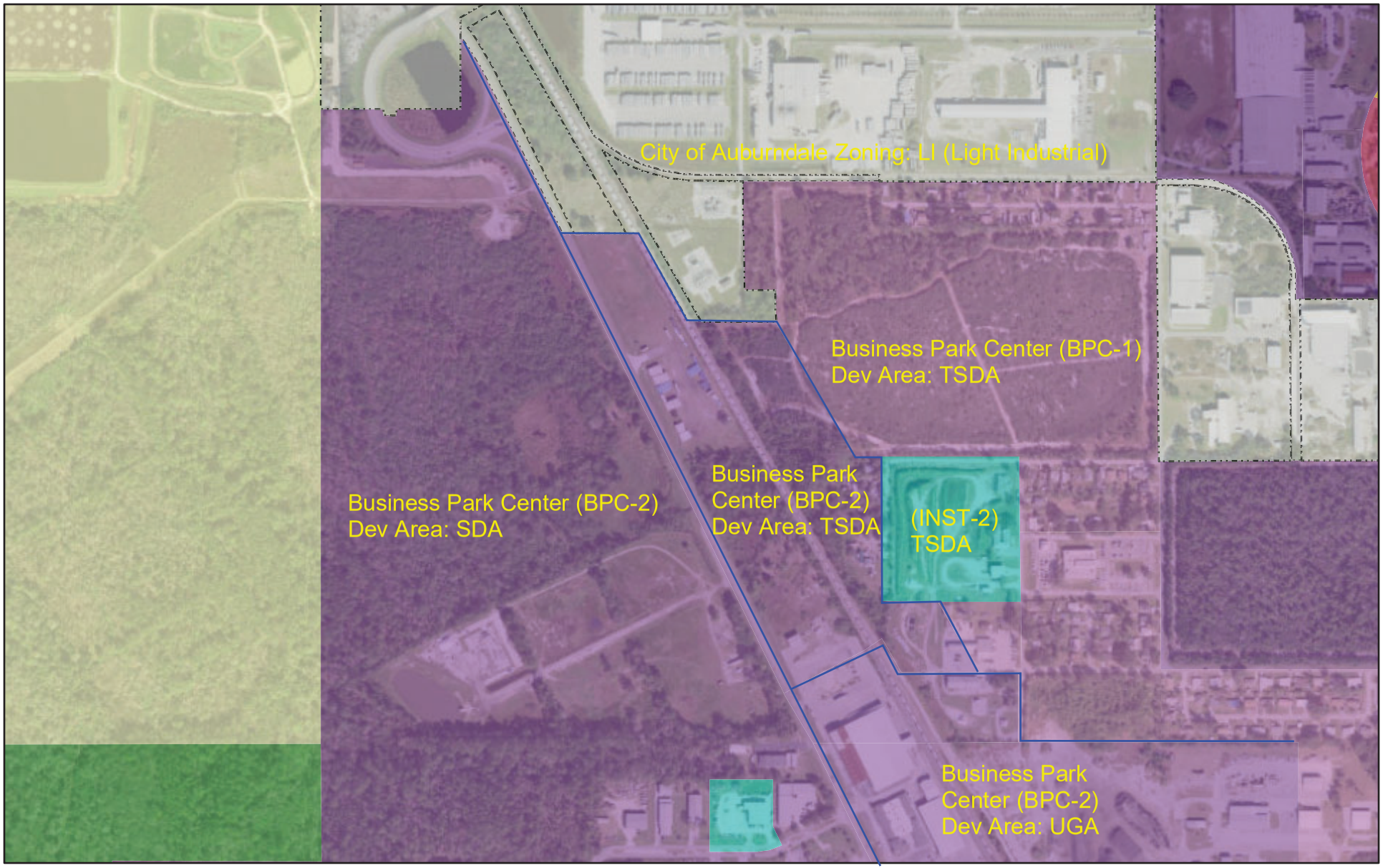
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MAP B - TOPOGRAPHIC MAP

ZACHARY H. THORNTON, PE FLORIDA REG.
PROF. ENGINEER No.: 76489

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Polk Co. Land Use District Map (Map C)



1/27/2026

Map Land Use and Zoning _ FLU 2030

- CITY
- LCC - Linear Commercial Corridor
- BPC-1 - Business Park Center
- BPC-2 Business Park Center
- IND - Industrial
- INST-2 - Institutional
- PRESV - Preservation
- RS - Residential Suburban
- RM - Residential Medium

High Resolution 60cm Imagery
High Resolution 30cm Imagery
World Imagery
Citations
Low Resolution 15m Imagery
2.4m Resolution Metadata

1:8,921

0 0.05 0.1 0.2 mi

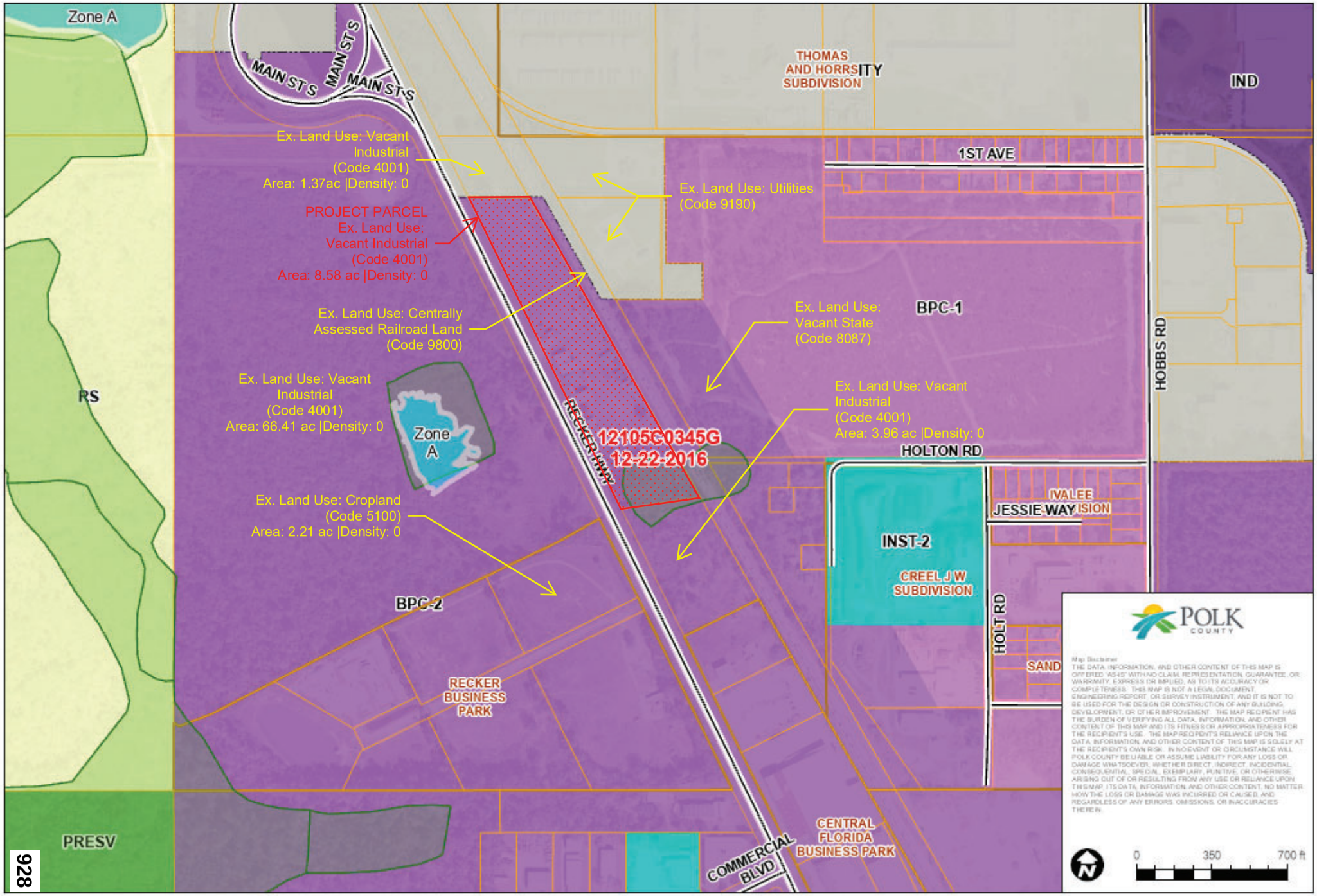
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State of Florida, Vantor

0 Recker Hwy, Auburndale, FL 33823
Parcel ID: 25-28-14-000000-041080

January 27, 2026

Polk Co. Ex. Land Use Map



Soil Map—Polk County, Florida
(MAP D_Recker Hwy CPA)



Map Scale: 1:2,710 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 40 80 160 240

Feet: 0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Polk County, Florida
Survey Area Data: Version 23, Aug 29, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 6, 2022—Mar 21, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
13	Samsula muck, frequently ponded, 0 to 1 percent slopes	1.6	13.5%
31	Adamsville fine sand, 0 to 2 percent slopes	10.5	86.5%
Totals for Area of Interest		**12.2**	**100.0%**



932

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PREMIER PARKING US LLC
RECKER HEY (SR 655), AUBURNDALE, FL 33823

SCALE-SCALE CPA
MAP E - TRAFFIC CIRCULATION MAP

ZACHARY H. THORNTON, PE FLORIDA REG.
PROF. ENGINEER No.: 76489

PROJECT NO.	SHEET NO.
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SITE DATA

PARCEL ID: 25-28-14-000000-041080

SECTION/TOWNSHIP/RANGE: 14/28S/25E
TOTAL PARCEL(S) AREA: 373,663 SF (8.578 ACRES)
ADDRESS: 0 RECKER HWY
AUBURNDALE, FL 33823

FEMA FLOOD ZONE: X
FIRM PANEL: 12105C 0345G
EFFECTIVE DATE: 12/22/2016

CURRENT ZONING: BPC-2 (BUSINESS PARK CENTER-2)
PROPOSED ZONING: IND (INDUSTRIAL)
FUTURE LAND USE (FLU): BPC

EXISTING USE: VACANT INDUSTRIAL
PROPOSED USE: MODULAR CLASSROOM STORAGE
(NO HAZARDOUS MATERIALS OR GREASE/OILS)

IMPERVIOUS SURFACE RATIO (ISR):
75% MAX.: 280,247 (6.434 AC)
PROPOSED:

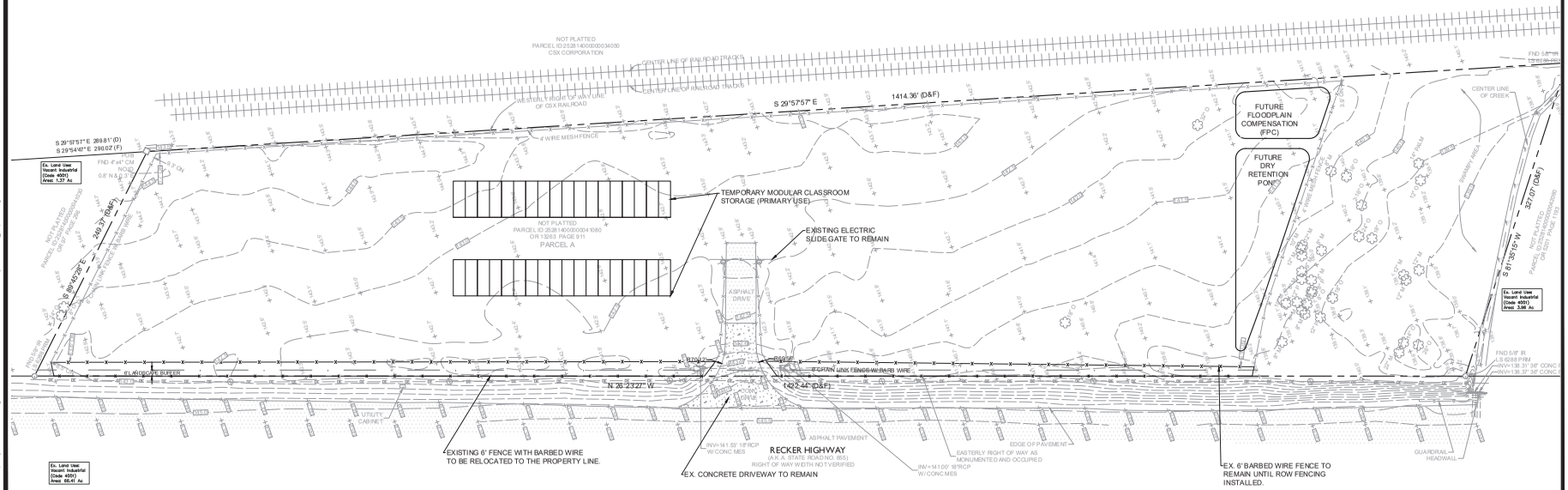
SETBACK REQUIREMENTS (NO PROPOSED STRUCTURES)
FRONT SETBACK - RECKER HWY/SR655 (W): 65'
SIDE SETBACK (N): 20'
SIDE SETBACK (S): 20'
REAR SETBACK (E): 20'

LANDSCAPE BUFFER:
FRONT BUFFER - RECKER HWY/SR655 (W): 6' (TYPE A)
BUFFER (N): N/A
BUFFER (S): N/A
BUFFER (E): N/A

50 FT 0 25 FT 50 FT 100 FT
1 IN = 50 FT

LEGEND

- PROPERTY LINE
- LANDSCAPE BUFFER
- ASPHALT MILLING PAVEMENT
- CONCRETE PAVEMENT
- CONCRETE SIDEWALK



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RECKER HWY (SR 655), AUBURNDALE, FL 33823

MAP F - SITE PLAN

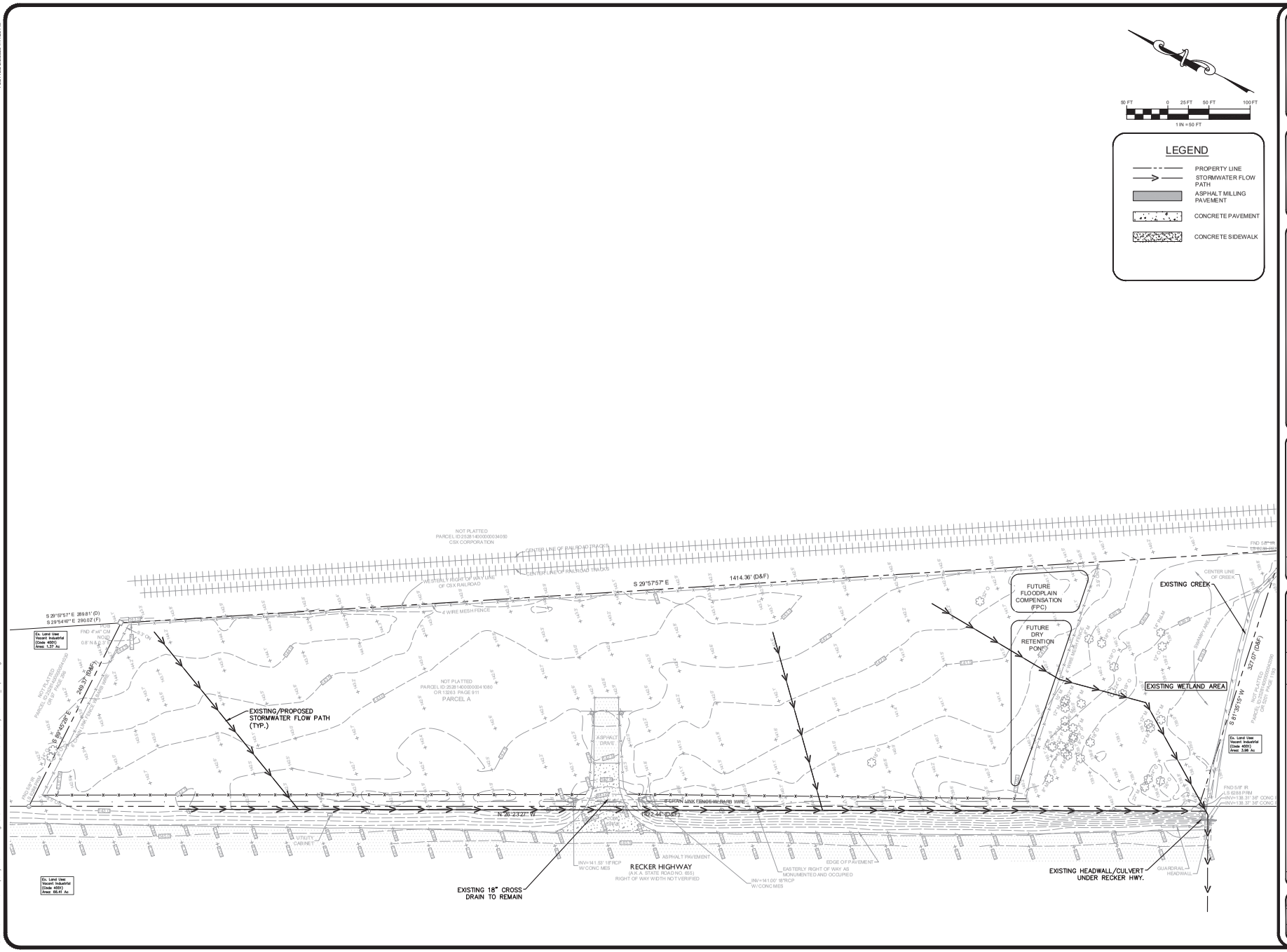
NOT FOR CONSTRUCTION

ZACHARY H. THORNTON, PE FLORIDA REG. PROF. ENGINEER No.: 79489

NO	REVISION/ISSUE	DRAWN	CHECKED	DATE

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COMMERCIAL STORAGE
RECKER HWY (SR 655), AUBURNDALE, FL 33823

MAP G - DRAINAGE MAP

NOT FOR CONSTRUCTION

ZACHARY H. THORNTON, PE FLORIDA REG. PROF. ENGINEER No.: 79489

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LDCPAS-2026-7 - Premier Parking Commercial Storage Auburndale

Menu Reports Help

Application Name: Premier Parking Commercial Storage Auburndale

File Date: 02/02/2026

Application Type: BOCC-CPA Small

Application Status: Approved for Hearing

Application Comments:

View ID	Comment	Date

Description of Work: The Owner, Premier Parking US LLC, proposes rezoning (changing land use district designation) of the parcel of land located at 0 Reckey Highway, Auburndale, FL 3382 Business Park Center 2 (BPC-2) to Industrial (IND). The proposed land use district change will allow the Owner to store modular classrooms on the site as a primary use. Parking (Owner) utilizes several parcels of land in and around the Polk County area for commercial vehicle storage of semi tractor trailers. Commercial vehicle storage is allowed use in BPC-2 and is permitted within the parcel in question. The Owner will utilize the parcel for commercial vehicle storage in the future but would like the flexibil utilize a portion of the property for outdoor storage of the modular classrooms or other storage containers (with no hazardous materials or grease/oils). The temporary mo classroom storage is not allowed as a primary use in the BPC-2 land use district but would be allowed in the IND land use district. IND land use district allows dual primar

Application Detail: Detail

Address: 0 RECKER HWY, AUBURNDALE, FL 33823

Parcel No: 252814000000041080

Owner Name: PREMIER PARKING US LLC

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
Zachary THORNTON	Madrid CPWG	Engineer	Mailing, 8770 133rd Av...	Active
PREMIER PARKING US LLC	PREMIER PARKING...	Property Owner		Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $4,608.00

Total Fee Invoiced: $4,608.00

Balance: $0.00

Custom Fields: **LD_GEN_PUB**

PUBLIC HEARINGS

Development Type
Board of County Commissioners

Application Type
CPA Small Scale Or EAR

Brownfields Request
N/A

Affordable Housing

GENERAL INFORMATION

Expedited Review

Number of Lots
0

Will This Project Be Phased

Acreage
8.58

DRC Meeting
02/26/2026

DRC Meeting Time

Rescheduled DRC Meeting

Rescheduled DRC Meeting Time

Green Swamp
No

Number of Units
0

Case File Number

Is this Polk County Utilities

Is this Application a result of a Code Violation
No

One Year Extension

FS 119 Status
Non-Exempt

Code Violation Case Number

ADVERTISING

Legal Advertising Date

BOCC1 Advertising Date

BOCC2 Advertising Date

Advertising Board
Board of County Commissioners

MEETING DATES

Community Meeting

Planning Commission Date
05/06/2026

Land Use Hearing Officer 3

1st BOCC Date
06/16/2026

2nd BOCC Date

LUHO-Level 3

HEARING

PC Hearing Results

PC Vote Tally

BOCC 1st Hearing Results

BOCC 1st Vote Tally

BOCC 2nd Hearing Results

BOCC 2nd Vote Tally

FINAL LETTER

Denovo Appeal

Denovo Results

Denovo Tally

LD_GEN_PUB_EDL

Opening DigEplan List...

DigEplan Document List

PLAN REVIEW FIELDS

TMPRecordID	DocumentGroupforDPC	RequiredDocumentTypes
POLKCO-26EST-00000-01551	DIGITAL PROJECTS LD	
RequiredDocumentTypesComplete	**AdditionalDocumentTypes**	**Activate DPC**
Yes	Applications,AutoCad File,Binding Site Plans (PDs and CUs),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion	Yes
Activate FSA	**DigitalSigCheck**	
Yes	Yes	

PLAN UPLOAD ACKNOWLEDGEMENT

Upload Plans Acknowledgement

√

SELECTED AREA PLANS

Selected Area Plans
N/A

LAND USE

Selected Area Plan	LU Code
Not in an SAP	BPC2- Business Park Center

DEVELOPMENT AREA

Development Area
Transit Supportive

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board	Number of Boards (Number)	Number of Mailers (Number)	Date Mailed	Date Posted	NOR
PC	3			04/21/2026	
BOCC 1	3			04/21/2026	

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	02/06/2026	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Not Required	02/23/2026	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	02/09/2026	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	02/11/2026	Kim Turner
Planning Review	Aleya Inglima	Approve	02/23/2026	Aleya Inglima
School Board Review	School District	Not Required	02/06/2026	School District
Review Consolidation	Lyndsay Rathke	Approved for...	02/26/2026	Lyndsay Rathke
Staff Report				
Public Notice				
Planning Commision				
BOCC Hearing				
Final Letter				
DEO Review				
Second BOCC Hearing				
Archive				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

ORDINANCE NO. 26 -____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE ADOPTION OF AMENDMENT **LDCPAS-2026-7;** AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN; ORDINANCE 92-36, AS AMENDED TO CHANGE THE FUTURE LAND USE DESIGNATION ON 8.59± ACRES FROM BUSINESS PARK CENTER (BPC) TO INDUSTRIAL (IND). THE SUBJECT SITE IS LOCATED NORTH OF HIGHWAY 542 W, EAST OF RECKER HIGHWAY, SOUTH OF THE CITY OF AUBURNDALE IN SECTION 14, 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 May 6, 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 June 16, 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 8.59+/- acre site from Business Park Center (BPC) to Industrial (IND) on the parcel listed below and graphically depicted on the parcel map in Attachment "A".

Parcel: 252814-000000-041080

as described below:

COMM NE COR NE1/4 OF SW1/4 RUN N89-45-31W 1361.82 FT TO WLY R/W OF CSX RR S29-57-57E ALONG SAID R/W 289.81 FT TO POB CONT S29-57-57E 1414.36 FT S81-35-15W 327.07 FT TO ELY R/W OF SR 655 N26-23- 27W ALONG SAID R/W 1422.44 FT S89-45-28E 249.37 FT TO POB.

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 July 17, 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 Commerce or Administration Commission finding the amendment in compliance in accordance with Section 163.3184 (1)(b), Florida Statutes. No development orders, development permits, or land uses dependent upon this amendment, as described on the attached map of proposed land uses, may be issued or commence before it has become effective.

SECTION 4: FILING WITH THE DEPARTMENT OF STATE:

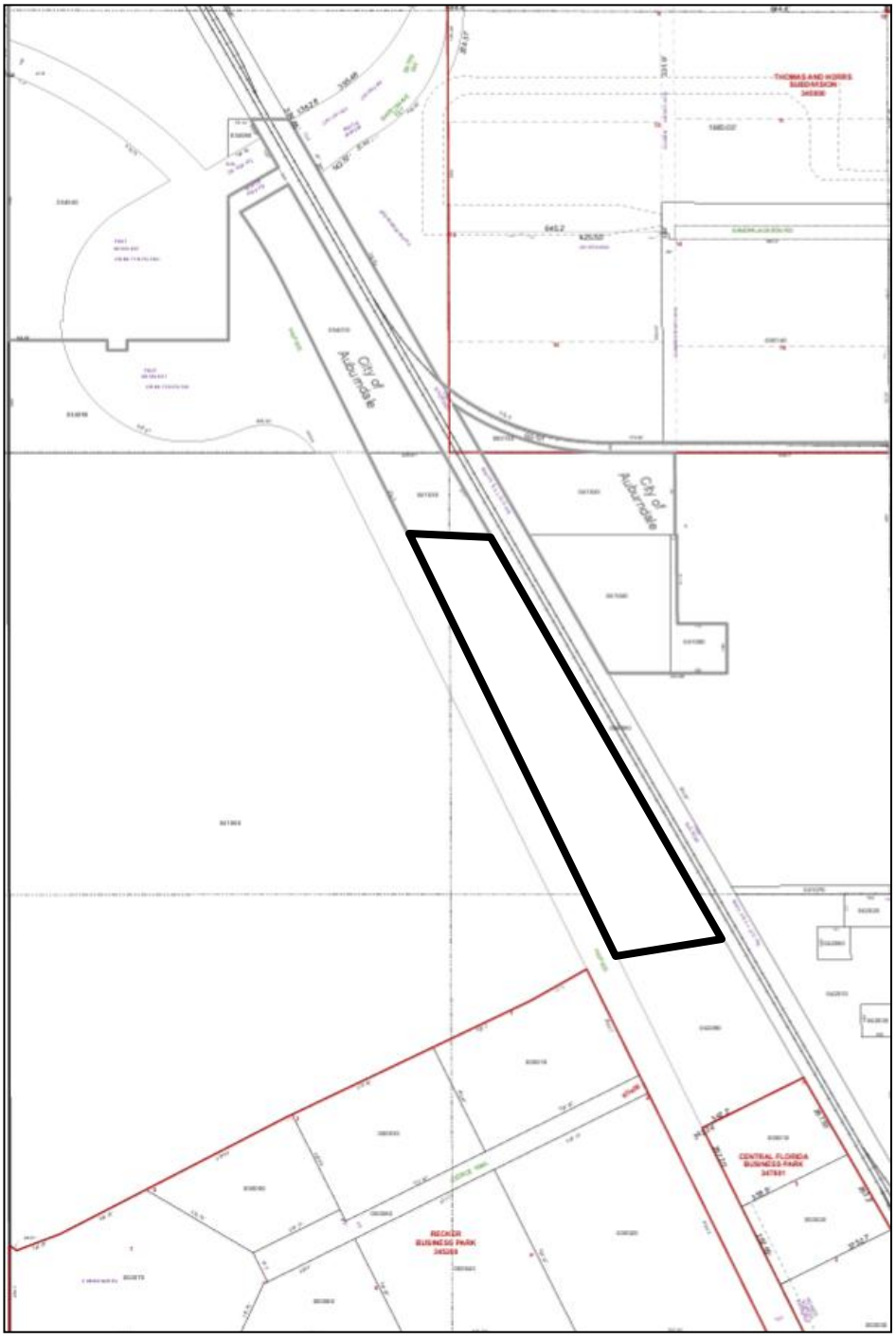
The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this 16th day of June 2026.

ATTACHMENT "A"

LDCPAS-2026-7
Location: North of Highway 542 W, east of Recker Highway, south of the City of Auburndale in Section 14, Township 28, Range 25.
Section-14 Township-28 Range-25

PARCEL DETAIL
Note: Not to Scale



Agenda Item O.2. 6/16/2026

SUBJECT

Public Hearing to consider adoption of an ordinance amending Polk County Ordinance 2006-024, the Polk County Procurement Ordinance, as amended, to increase the authorized maximum amount the County Manager may enter into without further Board approval to Two Hundred Thousand Dollars ($200,000).

DESCRIPTION

A Public Hearing is required to consider the adoption of an ordinance amending Polk County Ordinance 2006-024, the Polk County Procurement Ordinance, as amended. The Polk County Board of County Commissioners had delegated to the County Manager the authority to enter into agreements in the amount of One Hundred Thousand Dollars ($100,000) without further approval of the Board. The proposed ordinance would increase the County Manager's authorized amount from One Hundred Thousand Dollars to Two Hundred Thousand Dollars ($200,000).

RECOMMENDATION

Approve and adopt ordinance amending Polk County Ordinance 2006-024, the Polk County Procurement Ordinance, as amended, to increase the authorized maximum amount the County Manager may enter into without further Board approval to Two Hundred Thousand Dollars ($200,000).

FISCAL IMPACT

There is no fiscal impact to the County.

CONTACT INFORMATION

Noah Milov
Assistant County Attorney
863-534-7664

ORDINANCE NO. 2026-___

AN ORDINANCE OF BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, AMENDING POLK COUNTY ORDINANCE 06-24, THE POLK COUNTY PROCUREMENT ORDINANCE, AS AMENDED; AMENDING SECTION 3D, AUTHORITY OF THE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Polk County, Florida (the "Board") adopted Ordinance No. 2006-24, the Polk County Procurement Ordinance (as amended, the "Ordinance"), providing for the purchase and procurement of goods, services, supplies, equipment, materials, and the letting of any contract for vertical or horizontal construction of any type for any agency, department, or advisory board under control of the Board; and

WHEREAS, in 2015, the Board amended the Ordinance with Ordinance No. 2015-78, providing for the authorization to allow the County Manager to enter into agreements for the purchase or procurement of goods or services in an amount not to exceed One Hundred Thousand Dollars ($100,000); and

WHEREAS, the Board, after review and recommendation of staff, finds and determines that modifications to the Ordinance are necessary in order to more efficiently provide for the purchase of the highest quality goods and services at the most reasonable cost and for the fair and equitable treatment of persons doing business in Polk County; and

WHEREAS, pursuant to expediency in response to the rising costs of goods and services, the Board wishes to expand the powers of the County Manager to allow them to enter into agreements for the purchase or procurement of goods or services in an amount not to exceed Two Hundred Thousand Dollars ($200,000); and

WHEREAS, said modifications are reflected in this amendment ordinance**.**

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

SECTION 1: The recitals above are true and correct and are fully incorporated herein. Capitalized terms not otherwise defined herein shall have the meaning ascribed in the Ordinance.

SECTION 2: Section 3 of the Ordinance, as amended, is hereby amended to replace the following Section 3D:

D. Authority of the County Manager

In Accordance with Polk County Ordinance No. 96-01, and those powers enumerated therein, the County Manager shall have the full power and authority, and is hereby duly authorized, to make, enter into, execute, amend, modify or supplement any contract or agreement for the purchase or procurement of any goods, services, materials, supplies or equipment in an amount not to exceed Two Hundred Thousand Dollars ($200,000.00), on behalf of, in the name of, or purporting to bind the County, without further approval of the Board of County Commissioners, provided that all necessary funding for any such contract or agreement has previously been budgeted and approved by the Board, and the terms and conditions of such contract or agreement have been reviewed and approved by the County Attorney or his/her designee.

SECTION 3: SEVERABILITY.

The provisions of this Ordinance are declared to be severable. If any section, paragraph, sentence, clause, or phrase herein, is, for any reason, held to be invalid or unconstitutional, by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, paragraphs, sentences, clauses, or phrases. Such remaining sections shall remain in effect, it being the intent that this ordinance shall remain in effect notwithstanding the invalidity of any part.

SECTION 4: EFFECTIVE DATE.

A certified copy of this ordinance shall be filed with the Office of the Secretary of State, State of Florida within ten (10) days of enactment. Unless specified otherwise, this ordinance shall take effect immediately upon adoption and filing as provided by law.

DULY ADOPTED in regular session, this 16th day of June, 2026

ATTEST:
STACY M. BUTTERFIELD, CPA,
CLERK

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By_____
Deputy Clerk

By_____
Martha Santiago, Ed.D., Chair

Agenda Item O.3. 6/16/2026

SUBJECT

Consider a Resolution amending Resolution No 2016-007, the Guidelines for the Execution of Contracts by the County Manager, to increase the authorized maximum amount the County Manager may enter into without further Board approval to Two Hundred Thousand Dollars ($200,000).

DESCRIPTION

The Polk County Board of County Commissioners had delegated to the County Manager the authority to enter into agreements in the amount of One Hundred Thousand Dollars ($100,000) without further approval of the Board. The proposed resolution would increase the County Manager's authorized amount from One Hundred Thousand Dollars to Two Hundred Thousand Dollars ($200,000). There is a proposed Ordinance to increase the authorized amount to $200,000 for procurement agreements. This resolution matches the authorized amount in the proposed ordinance for agreements that do not fall under the procurement procedures.

RECOMMENDATION

Approve and adopt the Resolution amending Resolution No 2016-007, the Guidelines for the Execution of Contracts by the County Manager, to increase the authorized maximum amount the County Manager may enter into without further Board approval to Two Hundred Thousand Dollars ($200,000).

FISCAL IMPACT

There is no fiscal impact to the County.

CONTACT INFORMATION

Noah Milov
Assistant County Attorney
863-534-7664

RESOLUTION NO. 2026-_____

A RESOLUTION OF BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, AMENDING AND RESTATING POLK COUNTY RESOLUTION 16-07, ESTABLISHING GUIDELINES FOR EXECUTION OF CONTRACTS BY THE COUNTY MANAGER; AMENDING AND RESTATING SECTION 1, GUIDELINES FOR EXECUTION OF CONTRACTS BY THE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 125, Florida Statutes, Section 125.70, et eq., and Polk County Ordinance No. 96-01, the Board of County Commissioners of Polk County, Florida (the "Board") is authorized to delegate certain powers, duties, and responsibilities to the County Manager as the chief administrative officer of the County; and

WHEREAS, pursuant to Section 2.02.I of Polk County Ordinance No. 96-01, the County Manager is specifically authorized to negotiate, execute and administer compliance with all leases, contracts or other agreements on behalf of the County, subject to Board oversight and approval; and

WHEREAS, the Board authorized the County Manager to execute agreements in accordance with the guidelines in Resolution No. 2016-07; and

WHEREAS, The Board desires to increase the monetary amount the County Manager is authorized to execute in response to rising prices; and

WHEREAS, Resolution No. 2016-07(1)(F) provides that the Guidelines may be modified or amended at any time by the Board; and

WHEREAS, in order to provide for the economic and efficient conduct of County affairs, the Board has amended and restated, by this Resolution, the Guidelines for Execution of Contracts by the County Manager previously established in Resolution No. 2016-07, as further set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, POLK COUNTY, FLORIDA, THAT:

SECTION 1: GUIDELINES FOR COUNTY MANAGER CONTRACT. In accordance with Polk County Ordinance No. 96-01, Section 2.02.I. the Board hereby authorizes the County Manager to execute on behalf of the County those contracts as set forth in the following Guidelines for Execution of Contracts by the County Manager (the "Guidelines").

GUIDELINES FOR EXECUTION OF CONTRACTS BY THE COUNTY MANAGER

A. The County Manager is authorized to execute contracts when the monetary amount of the contract, including amendments, is two hundred thousand dollars ($200,000.00) or less, annually. This includes contracts which receive or expend funds or state no monetary amount. If no maximum amount is stated in the contract (such as a per unit cost contract), the limiting amount will be the amount budgeted annually for the contract.

B. The term "contract" as used herein shall include, without limitation, memoranda of understanding, interlocal agreements, license agreements, grant applications, rental agreements, real property agreements, easement agreements, and any other written instrument creating an obligation that is enforceable or otherwise recognizable at law.

C. The terms and conditions of all contracts subject to these Guidelines shall be reviewed and approved by the County Attorney's Office and the Budget Office, where appropriate, and the funding must be duly appropriated by the Board.

D. These Guidelines do not apply to the signature authority for contracts for the purchase or procurement of goods, services, materials, supplies or equipment, which authority is specifically addressed in Polk County Ordinance No. 2026-_____ and the Purchasing Procedures Manual.

E. In the event that any term of these Guidelines is in conflict with any prior authorization or County policy regarding signature authority for contracts, these Guidelines shall control.

F. These Guidelines may be modified or amended at any time by resolution of the Board.

G. Nothing contained in these Guidelines shall be construed as: (i) a delegation of any policy-making authority; or (ii) precluding the Board from considering, approving or disapproving, or executing any contract binding or purporting to bind the County or otherwise creating an obligation to perform or not to perform a particular act.

SECTION 2. SEVERABILITY. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall remain in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 16th day of June, 2026.

ATTEST:

STACY M. BUTTERFIELD, CPA, CLERK

By_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By_____
Martha Santiago, Ed. D., Chair

Agenda Item O.4. 6/16/2026

SUBJECT

Consider a Resolution amending Resolution No 2001-094, Polk County Allowance Work policy establishing Allowance Administrator and providing allowance work rates for horizontal and vertical construction.

DESCRIPTION

The Polk County Board of County Commissioners has set out the guidelines for how Allowance Work will be determined in construction contracts. Staff for the Facilities Division and Roads & Drainage Division believe allowance work for vertical and horizontal construction should be divided and subject to different rates to better reflect the unique necessities of the two construction methods. Allowance Work for Horizontal Construction will be in an amount up to fifteen percent (15%) of the construction contract bid amount with no dollar cap will be included in the construction contract price. Allowance Work for Vertical Construction will be in an amount up to ten percent (10%) of the contract bid amount OR Five Hundred Thousand Dollars ($500,000.00), whichever is less, will be included in the construction contract price. Furthermore, the resolution delegates the authority to approve allowance work to the County Division Director, the County Manager, and the Deputy County Manager, referred generally as the “Allowance Administrator”.

RECOMMENDATION

Approve and adopt the Resolution amending Resolution No 2001-094, Polk County Allowance Work policy establishing Allowance Administrator and providing allowance work rates for horizontal and vertical construction.

FISCAL IMPACT

There is no fiscal impact to the County.

CONTACT INFORMATION

Noah Milov
Assistant County Attorney
863-534-7664

RESOLUTION NO. 2026-__

A RESOLUTION OF BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, AMENDING AND RESTATING POLICY REGARDING "ALLOWANCE WORK" FOR CONSTRUCTION CONTRACTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 6, 1995, the Board of County Commissioners (the "Board") adopted an "Allowance Work" policy that permitted the County to authorize its general contractors employed under construction contracts to perform certain work that may not have been specifically addressed in the original project specifications, but which the County deemed necessary for the completion of a project; and

WHEREAS, on September 5, 2001, the Board amended the Allowance Work policy in its entirety in Resolution No. 01-94; and

WHEREAS, On July 9th, 2013, the Board again amended the Allowance Work policy in its entirety in Resolution No. 13-66; and

WHEREAS, because of the size, complexity and nature of the various capital construction projects undertaken by the County, it remains in the County's best interest to continue including an "Allowance Work" provision in many of its construction contracts, and to continue the policy's delegation of authority to the County Division Director, the County Manager or the Deputy County Manager (the "Allowance Administrator") to administer all duties associated with the Allowance Work provisions stated in those construction contracts; and

WHEREAS, the Board has determined that a further amendment and a restatement of the Allowance Work policy is necessary to clarify the policy and to provide sufficient construction contract amounts and time necessary to complete any Allowance Work that may be required under a construction contract.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

SECTION 1: ALLOWANCE WORK POLICY. The Board Policy Regarding "Allowance Work" for Construction Contracts originally adopted on June 6, 1995, and amended on September 5, 2001 by Resolution No. 01-94 and amended on July 9, 2013 by Resolution No. 13-66, is hereby amended and restated in its entirety, as follows, and shall apply to all County construction contracts entered into after this date that contain an "Allowance Work" provision:

A. The County Division Director, the County Manager, and the Deputy County Manager (the "Allowance Administrator") are delegated the authority to administer all duties associated

with the "Allowance Work" provisions stated in construction contracts entered into by the County.

B. Upon a determination by the Allowance Administrator, that: (A)(i) certain unforeseen conditions require the performance of additional construction work, or (A)(ii) certain additional construction work for which detailed specifications were not prepared, or the scope of such work was not fully established at the time the Board entered into the construction contract, must be performed to complete the project; and (B) for the purposes of expediency and efficiency it would be in the County's best interest to have the additional construction work completed by the project's contractor, then the Allowance Administrator will take appropriate action pursuant to the "Allowance Work" provision established under project construction contract.

C. Allowance Work shall be divided between Horizontal Construction and Vertical Construction. “Horizontal Construction” means the building of infrastructure that is primarily on the ground or underground level. Horizontal Construction includes roads, highways, parking lots, bridges, runways, pipelines, dams, and other forms of infrastructure that run along the ground or underground rather than being built up. “Vertical Construction” means the building of infrastructure that rises above ground level. Vertical Construction includes buildings, towers, garages, sheds, multi-level structures, or other infrastructure built up rather than constructed along the ground or underground level.

D. Allowance Work for Horizontal Construction will be in an amount up to fifteen percent (15%) of the construction contract bid amount with no dollar cap will be included in the construction contract price. Allowance Work for Vertical Construction will be in an amount up to ten percent (10%) of the contract bid amount OR Five Hundred Thousand Dollars ($500,000.00), whichever is less, will be included in the construction contract price. All Allowance Work shall be performed in full compliance with all requirements of the construction contract. The sum of all approved Allowance Work performed pursuant to this policy shall not exceed the amount stated in this Paragraph 4. Any balance of the Allowance Work amount stated in the construction contract remaining at the completion of all construction contract work shall be deducted from the contract price by an approved Change Order. No individual Allowance Work authorization shall be effective without the prior approval of the Allowance Administrator.

E. The number of calendar days specified in the construction contract for performance of the contract work shall include a total time allowance up to fifteen percent (15%) of the time specified at the time of contract award for final completion of the project for the performance of Allowance Work.

F. All charges and time for Allowance Work must be pre-approved in writing by the Allowance Administrator. The 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. To be effective an AAR must include the authorizing signature of the Allowance Administrator. The contractor shall not be authorized to perform any Allowance Work without receipt of a completed AAR signed by the Allowance Administrator.

SECTION 2. SEVERABILITY. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall remain in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 16th of June, 2026.

ATTEST:
STACY M. BUTTERFIELD, CPA,
CLERK

By_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By_____
Martha Santiago, Ed. D., Chair

Polk County

Board of County Commissioners

Agenda Item R.1. 6/16/2026

SUBJECT

Removal of equipment from inventory as listed on Blanket Removal Form 2243.

DESCRIPTION

Removal of equipment from inventory is set forth on Blanket Removal Form 2243 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 2243.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Alison Brown
aebrown@polkclerkfl.gov <mailto:aebrown@polkclerkfl.gov>

BLANKET PROPERTY REMOVAL FORM # 2243

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: J. Lopez
Fixed Asset Accounting Office of Clerk Auditor

Approved By _____
Chairman of the Board of County Commissioners

BoCC Approval Date: **6/16/2026**

Property # **59500** ***Asset #*** **102890**
Item: COMPUTER, LAPTOP — MICROSOFT — SURFACE PRO7
Serial # — ***Date Rec'd.*** 8/29/2021 — ***Cost*** $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0000006636** ***Asset #*** **56640**
Item: SWITCH, IT — CISCO — 2950
Serial # FHKO939Y11K — ***Date Rec'd.*** 9/29/2005 — ***Cost*** $2,538.90
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0000006232** ***Asset #*** **67649**
Item: Switch, IT — CISCO — CATALYST 2950
Serial # SFOC1102Z9BZ — ***Date Rec'd.*** 5/29/2007 — ***Cost*** $2,401.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **51161** ***Asset #*** **69144**
Item: DENTAL UNIT — MIDMARK — INSTR DELIVERY UNIT
Serial # V582882 — ***Date Rec'd.*** 6/5/2008 — ***Cost*** $3,990.00
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **21093430** ***Asset #*** **70784**
Item: TRUCK, FIRE BRUSH 4X4 — FORD — F-350 XL
Serial # 1FTWX33R49EA42186 — ***Date Rec'd.*** 10/26/2009 — ***Cost*** $27,785.34
Reason for Request: TO BE SOLD AT AUCTION

Property # **21132812** ***Asset #*** **81163**
Item: SUV 4X4 — FORD — ESCAPE SE
Serial # 1FMCU9G90DUD87587 — ***Date Rec'd.*** 6/13/2013 — ***Cost*** $23,071.22
Reason for Request: TO BE SOLD AT AUCTION

Property # **31152604** ***Asset #*** **89128**
Item: TRUCK, UTILITY 4X4 — FORD — F550
Serial # 1FDUF5HY4FEB12394 — ***Date Rec'd.*** 9/29/2014 — ***Cost*** $62,673.32
Reason for Request: TO BE SOLD AT AUCTION

Property # **21163901** ***Asset #*** **94272**
Item: TRUCK, PICKUP 4X2 — FORD — F150
Serial # 1FTEW1CG5GFA18195 — ***Date Rec'd.*** 12/2/2015 — ***Cost*** $27,496.15
Reason for Request: TO BE SOLD AT AUCTION

Property # **55426** ***Asset #*** **94864**
Item: SWITCH, IT — CISCO — CATALYST 3850-12XS
Serial # FCW2025C1UU — ***Date Rec'd.*** 7/7/2016 — ***Cost*** $14,766.76
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **31162648** ***Asset #*** **94880**
Item: TRUCK, SERVICE — FORD — F450
Serial # 1FD0X4HY1GEB69806 — ***Date Rec'd.*** 7/5/2016 — ***Cost*** $56,730.08
Reason for Request: TO BE SOLD AT AUCTION

Property # **55429** *Asset #* **94929**
Item: SWITCH, IT — CISCO — CATALYST 3850
Serial # FOC2028U0Q2 — *Date Rec'd.* 7/28/2016 — *Cost* $14,766.76
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60178613** *Asset #* **95455**
Item: ATV (ALL TERRAIN VEHICLE) — POLARIS — R17RMA57A1
Serial # 3NSRMA577HE774397 — *Date Rec'd.* 4/16/2017 — *Cost* $10,331.99
Reason for Request: TO BE SOLD AT AUCTION

Property # **55531** *Asset #* **96209**
Item: SWITCH, IT — CISCO — CATALYST 2960XR-24 PORT
Serial # FDO2103B0N8 — *Date Rec'd.* 9/19/2017 — *Cost* $3,583.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55532** *Asset #* **96210**
Item: SWITCH, IT — CISCO — CATALYST 2960XR-24 PORT
Serial # FDO2103B08Y — *Date Rec'd.* 9/19/2017 — *Cost* $3,583.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55563** *Asset #* **96967**
Item: SWITCH, IT — CISCO — CATALYST 3850-12XS
Serial # FCW2148F0QS — *Date Rec'd.* 1/17/2018 — *Cost* $8,449.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **55584** *Asset #* **96991**
Item: SWITCH, IT — CISCO — CATALYST 3850-12XS-S
Serial # FCW2204D0B5 — *Date Rec'd.* 2/20/2018 — *Cost* $8,449.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60188643** *Asset #* **97131**
Item: ATV (ALL TERRAIN VEHICLE) — POLARIS — RANGER 570
Serial # 3NSRMA576JE364857 — *Date Rec'd.* 5/8/2018 — *Cost* $10,962.99
Reason for Request: TO BE SOLD AT AUCTION

Property # **60189016** *Asset #* **97144**
Item: TRACTOR — CHALLENGER — MT465E
Serial # B292034 — *Date Rec'd.* 5/2/2018 — *Cost* $89,306.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **58364** *Asset #* **98472**
Item: FIREWALL — FORTINET — FORTIGATE 100E
Serial # FG100ETK18037579 — *Date Rec'd.* 4/29/2019 — *Cost* $3,560.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **58365** *Asset #* **98473**
Item: FIREWALL — FORTINET — FORTIGATE 100E
Serial # FG100ETK18037535 — *Date Rec'd.* 4/29/2019 — *Cost* $3,560.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60196928** *Asset #* **98687**
Item: MOWER — TORO — Z5000
Serial # 404687165 — *Date Rec'd.* 6/16/2019 — *Cost* $11,361.16
Reason for Request: TO BE SOLD AT AUCTION

Property # **60196936** *Asset #* **98695**
Item: MOWER — TORO — Z5000
Serial # 404826878 — *Date Rec'd.* 6/16/2019 — *Cost* $11,339.22
Reason for Request: TO BE SOLD AT AUCTION

Property # **58523** *Asset #* **99047**
Item: TABLET, IT AMX MODERO S
Serial # 15100192637 *Date Rec'd.* 9/24/2019 *Cost* $1,488.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **31192803** *Asset #* **99139**
Item: TRUCK, UTILITY 4X4 FORD F-550
Serial # 1FDUF5HY7KDA20583 *Date Rec'd.* 9/29/2019 *Cost* $86,235.67
Reason for Request: TO BE SOLD AT AUCTION

Property # **60206954** *Asset #* **99643**
Item: MOWER TORO ZMASTER 5000
Serial # 406519685 *Date Rec'd.* 4/6/2020 *Cost* $11,257.97
Reason for Request: TO BE SOLD AT AUCTION

(25 detail records) **$499,686.53**

Polk County

Board of County Commissioners

Agenda Item R.2. 6/16/2026

SUBJECT

SET HEARING: (LDCT-2026- Shimmering Drive Text) amend Appendix E, Section E105, Parcel Specific Comprehensive Plan Amendments with Conditions limiting allowable uses within the CAC, providing for an Activity Center Plan for an expansion of an Activity center on property subject to LDCPAS-2025-24. The suggested hearing dates are for the first reading on July 7, 2026, at 9:15 a.m. and the adoption hearing date on July 21, 2026, at 9:15 a.m.

DESCRIPTION

This is a County-initiated request for an LDC text amendment amending Ordinance No. 00-09, as amended, the Polk County Land Development Code, to amend Appendix E, Section E105, Parcel Specific Comprehensive Plan Amendments, providing for an Activity Center Plan for an expansion of an Activity center on property subject to LDCPAS-2025-24. The subject property is located on the south side of Shimmering Drive (Shepherd Road) east of Strickland Avenue, east of Clark Lake and north of W. Carter Road, north of the City of Mulberry, in Section 25, Township 29, Range 23; Providing for Severability; and Providing for an Effective Date. State law requires one Planning Commission hearing, which will be held on June 3, 2026.

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 July 7, 2026, at 9:15 a.m. and the adoption hearing date on July 21, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Robert Bolton, Planner III

Land Development Division

863-534-6468

robertbolton@PolkFL.gov

Agenda Item R.3. 6/16/2026

SUBJECT

SET HEARING: (LDCT-2026-7 GrayLineX Text) modifying Appendix E, Section E105 Parcel Specific Comprehensive Plan Amendments with Conditions. The suggested hearing dates are for the first reading on July 7, 2026, at 9:15 a.m. and the adoption hearing date on July 21, 2026, at 9:15 a.m.

DESCRIPTION

This is a Applicant-initiated request for an LDC text amendment Amending Ordinance No. 00-09, as amended, the Polk County Land Development Code, modifying Appendix E, Section E105 Parcel Specific Comprehensive Plan Amendments with Conditions. This case is related to LDCPAS 2026-10. The subject site is located west of State Road 60, south of Poley Creek, and north of The City of Mulberry, In Section 32, Township 29, Range 23. State law requires one Planning Commission hearing, which will be held on June 3, 2026.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted.

RECOMMENDATION

Request Board set the first reading on July 7, 2026, at 9:15 a.m. and the adoption hearing date on July 21, 2026, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Mark J. Bennett, AICP, FRA-RA, CNU-A

Senior Planner

Land Development Division

863-534-6455

markbennett@PolkFL.gov <mailto:markbennett@PolkFL.gov%20>

Polk County

Board of County Commissioners

Agenda Item R.4. 6/16/2026

SUBJECT

SET HEARING: (LDPD-2025-2/DeNovo Crews Lake PD). This is a request appealing the decision of the Planning Commission to approve a Planned Development for a Single-Family Residential Subdivision. The suggested hearing date is July 21, 2026, at 9:15 a.m.

DESCRIPTION

Ed Smith, Save Crews Lake, INC., is appealing the Planning Commission's 7:0 decision on May 6, 2026, to approve LDPD-2026-2 approval for 400 single-family homes on 50', 60', and 64' wide lots on approximately 151 +/- acres located within the Transit Supportive Development Area (TSDA) and Urban Growth Area (UGA) and future land use designation located within the Residential Low-1 (RL-1). The subject property is located west of US Highway 98, south of Crews Lake Drive, west of Yarborough Lane, south of County Road 540-A, east of Dewitt Road and northwest of the City of Bartow in Sections 22 & 27, Township 29, Range 24.

RECOMMENDATION

Request Board set the DeNovo hearing date for July 21, 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. 6/16/2026

SUBJECT

Approve the release of a warranty and surety in the amount of $33,612.28 in the form of Maintenance Bond No. 0859297 for Alta Davenport. (No Fiscal Impact)

DESCRIPTION

On March 4, 2025, the Board accepted Maintenance Bond No. 0859297 in the amount of $33,612.28. A warranty inspection was performed on March 24, 2026, concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Maintenance Bond No. 0859297 in the amount of $33,612.28.

RECOMMENDATION

Request Board approve the release of Maintenance Bond No. 0859297 in the amount of $33,612.28 for Alta Davenport.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

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

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908

WARRANTY INSPECTION FORM

Subdivision Name: Alta Davenport – LDSUR-2024-23	
Road Name:	
Engineering Firm / Engineer of Record: David Ashley Stokes, P.E. – Madden Moorehead & Stokes, LLC	
Contractor:	
Roadway Items	**Condition / Remarks**
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	
Drainage Items	**Condition / Remarks**
A. Retention Ponds:	
B. Drainage **C. Perimeter Swales:**	
Utility Items:	**Condition / Remarks**
A. Amount Security: $33,612.28	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	
Inspector: Tim Bearden	
Date: 3/24/2026	

RESIDENTIAL MAINTENANCE BOND Bond No. 0859297

KNOWN ALL MEN BY THESE PRESENTS, That we, Alta Davenport, LLC, as Principal, and Harco National Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Illinois and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Thirty Three Thousand Six Hundred Twelve & 28/100 ---------- ($ 33,612.28) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Alta Davenport subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of one (1) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect") of the Improvements; and

2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:
Harco National Insurance Company
4200 Six Forks Rd, Suite 1400
Raleigh, NC 27609

The Principal at:
Alta Davenport, LLC
3715 Northside Pkwy NW, Suite 4-600
Atlanta, GA 30327

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 16th day of July, 20 24.

Witness 2494 FIELDINGWOOD RD MAITLAND, FL 32751

ERIC HODGES
Printed Name

Jason Richter
Witness 7120 Blackthorn Hollow court Weeki Wachee FL 34613

Jason Richter
Printed Name

Tiffany Soko
Witness

Tiffany Soko
Printed Name

Jennifer B. Gullett
Witness

Jennifer B. Gullett
Printed Name

PRINCIPAL:

Alta Davenport, LLC, a Delaware limited liability company
Name of Corporation
By: WS Davenport, LLC, a Delaware limited liability company, its managing member
By: WP Florida/Washington, LLC, a Delaware limited liability company, its sole member and manager

By: Bryan Borland
Printed Name
Title: Vice President
(SEAL)

DEBRA P. KARAUS
Commission # HH 381841
Expires July 31, 2027

SURETY:

Harco National Insurance Company
Name of Corporation

By: Margaret A. Ginem

Margaret A. Ginem
Printed Name
Title: Attorney-in-Fact
(SEAL) Inquiries: 813 210-4412

(Attach power of attorney)

POWER OF ATTORNEY

Bond # 0859297

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

NATASHE A. DAVIS, TIFFANY SOKO, MARGARET A. GINEM

Tampa, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1904 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 16, 2024

A02772

Irene Martins, Assistant Secretary

Polk County

Board of County Commissioners

Agenda Item R.6. 6/16/2026

SUBJECT

Approve the release of a warranty and surety in the amount of $46,902.88 in the form of Maintenance Bond No. 1102218 for Bimini Bay Townhomes. (No Fiscal Impact)

DESCRIPTION

On January 21, 2025, the Board accepted Maintenance Bond No. 1102218 in the amount of $46,902.88. A warranty inspection was performed on February 19, 2026, concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Maintenance Bond No. 1102218 in the amount of $46,902.88.

RECOMMENDATION

Request Board approve the release of Maintenance Bond No. 1102218 in the amount of $46,902.88 for Bimini Bay Townhomes.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Isis Zayas

Land Development

863-534-6012

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

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908

WARRANTY INSPECTION FORM

Subdivision Name: Bimini Bay Townhomes – LDSUR-2024-33

Road Name:

Engineering Firm / Engineer of Record: Jason A. Alligood, P.E. – Kimley Horn
Contractor:

Roadway Items	Condition / Remarks
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	

Drainage Items	Condition / Remarks
A. Retention Ponds:	
B. Drainage C. Perimeter Swales:	

Utility Items:	Condition / Remarks
A. Amount Security: $46,902.88	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	

Inspector: Tim Bearden

Date: 02/19/2026

RESIDENTIAL MAINTENANCE BOND Bond No. 1102218

KNOWN ALL MEN BY THESE PRESENTS, That we, Stanley Martin Homes, LLC, as Principal, and Lexon Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Texas and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Forty Six Thousand Nine Hundred Two and 88/100 ($ 46,902.88) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Bimini Bay Townhomes subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of two (2) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect") of the Improvements; and

2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:
10002 Shelbyville Road, Suite 100
Louisville, KY 40223

The Principal at:
11710 Plaza America Drive, #1100
Reston, VA 20190

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 13th day of September, 20 24.

PRINCIPAL:

Lisa N. Dingman
Witness

Lisa N. Dingman
Printed Name

C. Melissa Henry
Witness

C. Melissa Henry
Printed Name

Stanley Martin Homes, LLC
Name of Corporation

By: John F. Ogden
Printed Name
Title: Director of Land Development
(SEAL)

SURETY:

Holly Tallone
Witness

Holly Tallone
Printed Name

Witness

Julia Zalesky
Printed Name

Lexon Insurance Company
Name of Corporation

By:

Kathleen M. Cone
Printed Name
Title: Attorney-in-Fact
(SEAL)

(Attach power of attorney)

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

2775

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each,** a "Company" and collectively, **"Sompo International,"** do hereby constitute and appoint: **Abigail E Curtiss, Ashley Martin, Dana E. Wium, Holly L. Lynch, Holly Tallone, Jessica Hedrick, Jordan Fisher, Julia C Zalesky, Kathleen M. Coen, Kelly Wolff**
as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million ($100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By:
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1984 STATE OF TEXAS

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By:
Amy Taylor Notary Public – My Commission Expires 3/9/27

AMY TAYLOR NOTARY PUBLIC STATE OF TENNESSEE SEAL SUMNER COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,
   and be it further
   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds,
   undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 13th day of September, 20 2024

By: Daniel S. Lobe, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**
The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List
In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Agenda Item R.7. 6/16/2026

SUBJECT

Approve the release of a warranty and surety in the amount of $176,540.14 in the form of Maintenance Bond No. LICX1984331 for Brentwood Townhomes Ph 4 & 5. (No Fiscal Impact)

DESCRIPTION

On February 18, 2025, the Board accepted Maintenance Bond No. LICX1984331 in the amount of $176,540.14. A warranty inspection was performed on February 2, 2026, concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Maintenance Bond No. LICX1984331 in the amount of $176,540.14.

RECOMMENDATION

Request Board approve the release of Maintenance Bond No. LICX1984331 in the amount of $176,540.14 for Brentwood Townhomes Ph 4 & 5.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Isis Zayas

Land Development

863-534-6012

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

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908

WARRANTY INSPECTION FORM

Subdivision Name:
Brentwood Townhomes Ph 4 & 5 – LDSUR-2024-43

Road Name:

Engineering Firm / Engineer of Record: Heather E. Wertz, P.E. – Absolute Engineering Inc.
Contractor:

Roadway Items	Condition / Remarks
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	

Drainage Items	Condition / Remarks
A. Retention Ponds:	
B. Drainage C. Perimeter Swales:	

Utility Items:	Condition / Remarks
A. Amount Security: $176,540.14	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	

Inspector: Tim Bearden

Date: 02/02/2026

MAINTENANCE BOND Bond No. LICX1984331

KNOWN ALL MEN BY THESE PRESENTS, that We, Westside Haines City Community Development District as Principal, and Lexon Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Texas and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida (the "County"), as Obligee, in the sum of One Hundred Seventy-Six Thousand, Five Hundred Forty & 14/100 ($ 176,540.14) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has pursuant to the Subdivision Agreement attached hereto and incorporated herein as Exhibit "A" constructed the following improvements Water, Sanitary, Reclaim, as further described in the Engineer's Cost Estimate, attached hereto and incorporated herein as Exhibit "B" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Brentwood Phase 4-5 platted subdivision (the "Subdivision"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with the County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHERAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of One (1) year(s) following the Bond Commencement Date (the "Warranty Period"), against all loss that Obligee may sustain resulting from defects in construction, design, workmanship, and materials (the "Defect");

2. If the Principal shall correct any Defect to the Improvements that is discovered during the Warranty Period; and

3. If the Principal shall faithfully perform the Subdivision Agreement at the times and in the manner prescribed in said Agreement;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

4. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

5. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

6. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes in address:

The Surety at:

Lexon Insurance Company
12890 Lebanon Road
Mt Juliet, TN 37122

The Principal at:

Westside Haines City Community Development District
219 E. Livingston Street
Orlando, FL 32801

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

[Signatures appear on the next page]

IN WITNESS WHEREOF, the Principal and the Surety have caused this Bond to be executed by their duly authorized officers this 22nd day of January, 2025.

PRINCIPAL:

Witness

Lindsay Roden
Printed Name

Witness

Jessica Spencer
Printed Name

Westside Haines City Community Development District
Name of Corporation

By:

Warren K. Heath
Printed Name
Title:
(SEAL)

Witness

Maria A. Gonzalez
Printed Name

Witness

Karen O'Connell
Printed Name

SURETY:

Lexon Insurance Company
Name of Corporation

By:

James I. Moore
Printed Name
Title: Attorney-in-fact
(SEAL)

(ATTACH POWER OF ATTORNEY)

EXHIBIT A

(Subdivision Agreement)

EXHIBIT B

(Engineer's Cost Estimate)

State of Illinois
} ss.
County of DuPage

On January 22, 2025, before me, Maria A. Gonzalez, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore, known to me to be Attorney-in-Fact of Lexon Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 25, 2026

Maria A. Gonzalez, Notary Public

OFFICIAL SEAL
MARIA A GONZALEZ
NOTARY PUBLIC, STATE OF ILLINOIS
WILL COUNTY
MY COMMISSION EXPIRES 09/25/2026

Commission No. 882909

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International,**" do hereby constitute and appoint: **James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public – My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

   and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 22nd day of January, 2025.

By: Daniel S. Lane, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

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In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Agenda Item R.8. 6/16/2026

SUBJECT

Approve the release of a warranty and surety in the amount of $187,040.45 in the form of Maintenance Bond No. LICX1984330 Cascades Subdivision Phase 3. (No fiscal impact)

DESCRIPTION

On February 18, 2025, the Board accepted Maintenance Bond No. LICX1984330 in the amount of $187,040.45. A warranty inspection was performed on March 11, 2026, concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Maintenance Bond No. LICX1984330 in the amount of $187,040.45.

RECOMMENDATION

Request Board approve the release of Maintenance Bond No. LICX1984330 in the amount of $187,040.45 Cascades Subdivision Phase 3.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

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

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908

WARRANTY INSPECTION FORM

Subdivision Name: Cascades Phase 3 - LDSUR-2024-42

Road Name:

Engineering Firm / Engineer of Record: Heather Wertz, P.E. – Absolute Engineering, Inc

Contractor:

Roadway Items	Condition / Remarks
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	

Drainage Items	Condition / Remarks
A. Retention Ponds:	
B. Drainage C. Perimeter Swales:	

Utility Items:	Condition / Remarks
A. Amount Security: $187,040.45	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	

Inspector: Tim Bearden

Date: 3/11/2026

MAINTENANCE BOND Bond No. LICX1984330

KNOWN ALL MEN BY THESE PRESENTS, that We, Westside Haines City Community Development District, as Principal, and Lexon Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Texas and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida (the "County"), as Obligee, in the sum of One Hundred Eighty-Seven Thousand, Forty & 45/100 ($ 187,040.45) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has pursuant to the Subdivision Agreement attached hereto and incorporated herein as Exhibit "A" constructed the following improvements Water, Sanitary, Reclaim-Offsite, as further described in the Engineer's Cost Estimate, attached hereto and incorporated herein as Exhibit "B" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Cascades Phase 3 platted subdivision (the "Subdivision"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with the County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHERAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of One (1) year(s) following the Bond Commencement Date (the "Warranty Period"), against all loss that Obligee may sustain resulting from defects in construction, design, workmanship, and materials (the "Defect");

2. If the Principal shall correct any Defect to the Improvements that is discovered during the Warranty Period; and

3. If the Principal shall faithfully perform the Subdivision Agreement at the times and in the manner prescribed in said Agreement;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

4. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

5. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

6. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes in address:

The Surety at:

Lexon Insurance Company
12890 Lebanon Road
Mt Juliet, TN 37122

The Principal at:

Westside Haines City Community Development District
219 E. Livingston Street
Orlando, FL 32801

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

[Signatures appear on the next page]

IN WITNESS WHEREOF, the Principal and the Surety have caused this Bond to be executed by their duly authorized officers this 22nd day of January, 2025.

Witness

Lindsey Roden
Printed Name

Witness

Jessica Spencer
Printed Name

PRINCIPAL:

Westside Haines City Community Development District
Name of Corporation

By:

Warren K Heath
Printed Name
Title:
(SEAL)

Witness

Maria A. Gonzalez
Printed Name

Witness

Karen O'Connell
Printed Name

SURETY:

Lexon Insurance Company
Name of Corporation

By:

James I. Moore
Printed Name
Title: Attorney-in-fact
(SEAL)

(ATTACH POWER OF ATTORNEY)

EXHIBIT A

(Subdivision Agreement)

EXHIBIT B

(Engineer's Cost Estimate)

State of Illinois
} ss.
County of DuPage

On January 22, 2025, before me, Maria A. Gonzalez, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore, known to me to be Attorney-in-Fact of Lexon Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 25, 2026

Maria A. Gonzalez, Notary Public

OFFICIAL SEAL
MARIA A GONZALEZ
NOTARY PUBLIC, STATE OF ILLINOIS
WILL COUNTY
MY COMMISSION EXPIRES 09/25/2026

Commission No. 882909

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International,**" do hereby constitute and appoint: **James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public – My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

   and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 22nd day of January, 2025.

By: Daniel S. Kline, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.
Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Polk County

Board of County Commissioners

Agenda Item R.9. 6/16/2026

SUBJECT

Approve the release of a warranty and surety in the amount of $41,548.20 in the form of Maintenance Bond No. 016244304 for Lake Gibson Apartments. (No Fiscal Impact)

DESCRIPTION

On January 21, 2025, the Board accepted Maintenance Bond No. 016244304 in the amount of $41,548.20. A warranty inspection was performed on March 3, 2026, concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Maintenance Bond No. 016244304 in the amount of $41,548.20.

RECOMMENDATION

Request Board approve the release of Maintenance Bond No. 016244304 in the amount of $41,548.20 for Lake Gibson Apartments.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Isis Zayas

Land Development

863-534-6012

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

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908

WARRANTY INSPECTION FORM

Subdivision Name: Lake Gibson Apartments – LDSUR-2024-1

Road Name:

Engineering Firm / Engineer of Record: Jaime L. Igua, P.E. – VHB, Inc.

Contractor:

Roadway Items	Condition / Remarks
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	

Drainage Items	Condition / Remarks
A. Retention Ponds:	
B. Drainage C. Perimeter Swales:	

Utility Items:	Condition / Remarks
A. Amount Security: $41,548.20	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	

Inspector: Tim Bearden

Date: 3/3/2026

RESIDENTIAL MAINTENANCE BOND Bond No. 016244304

KNOWN ALL MEN BY THESE PRESENTS, That we, Lake Gibson Owner, LLC, as Principal, and Liberty Mutual Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Massachusetts and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Forty-one Thousand Five Hundred Forty-eight and 20/100 ($ 41,548.20) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Lake Gibson subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of One (1) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect") of the Improvements; and

2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:

175 Berkeley Street
Boston, MA 02116

The Principal at:

39 Georgia Avenue, SE, Suite 200
Atlanta, GA 30312

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 26 day of February, 2024.

PRINCIPAL:

Witness

Natashua M. Murphy
Printed Name

Witness

Cody Blackburn
Printed Name

Lake Gibson Owner, LLC
Name of Corporation

By:

Jerome Hagley
Printed Name
Title: Authorized Signatory
(SEAL)

SURETY:

Witness

Sarah Hancock
Printed Name

Witness

Joseph R. Williams
Printed Name

Liberty Mutual Insurance Company
Name of Corporation

By:

Annette Wisong
Printed Name
Title: Attorney in Fact
(SEAL)

(Attach 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: **8209929-969078**

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, Annette Wisong; Joseph R. Williams; Rebecca E. Howard; Sarah Hancock

all of the city of Atlanta state of GA 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 13th day of April, 2023.

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 13th day of April, 2023 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 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, 2025
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 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 26 day of February 2024.

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.

Agenda Item R.10. 6/16/2026

SUBJECT

Approve the release of a warranty and surety in the amount of $6,425.43 in the form of Maintenance Bond No. 41K237614 for Minnesota Avenue Waterline. (No Fiscal Impact)

DESCRIPTION

On March 4, 2025, the Board accepted Maintenance Bond No. 41K237614 in the amount of $6,425.43. A warranty inspection was performed on February 18, 2026, concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Maintenance Bond No. 41K237614 in the amount of $6,425.43.

RECOMMENDATION

Request Board approve the release of Maintenance Bond No. 41K237614 in the amount of $6,425.43 for Minnesota Avenue Waterline.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Isis Zayas

Land Development

863-534-6012

isiszayas@polkfl.gov

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908

WARRANTY INSPECTION FORM

Subdivision Name: Minnesota Avenue Waterline Warranty Surety Acceptance – LDSUR-2024-62

Road Name:

Engineering Firm / Engineer of Record: Charles R. Brooker, P.E. – Traditions Engineering

Contractor:

Roadway Items	Condition / Remarks
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	

Drainage Items	Condition / Remarks
A. Retention Ponds:	
B. Drainage C. Perimeter Swales:	

Utility Items:	Condition / Remarks
A. Amount Security: $64,254.30	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	

Inspector: Tim Bearden

Date: 2/18/2026

COMMERCIAL MAINTENANCE BOND

Bond No. 41K237614

KNOWN ALL MEN BY THESE PRESENTS, That we, GE Investments of Polk, LLC, as Principal, and The Ohio Casualty Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of NH and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Six Thousand Four Hundred Twenty Five & 43/100 Dollars ($6,425.43) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") for the Minnesota Avenue/Ross Street - Babson Park as filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of One (1) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect"); and

2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:

The Ohio Casualty Insurance Company
175 Berkley Street
Boston, MA 02116

The Principal at:

GE Investments of Polk, LLC
1925 E. Edgewood Dr. Ste. 100
Lakeland, FL 33803

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 18 day of December, 2024.

Witness

Edward "Ned" Laderer
Printed Name

Witness

ERIC J. FAUST
Printed Name

PRINCIPAL:

GE Investments of Polk, LLC
Name of Corporation

By: Kaithyn Bibeau

Kaithyn Bibeau
Printed Name
Title: Authorized Signer
(SEAL)

Witness

Candy Wagner
Printed Name

Witness

Daniel F. Wagner, Jr.
Printed Name

SURETY:

The Ohio Casualty Insurance Company
Name of Corporation

By:

Taylor Wagner, Attorney-in-Fact
Printed Name
Title:
(SEAL)

(Attach 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: **8210665-984127**

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 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 24th day of August, 2023.

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 24th day of August, 2023 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 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, 2025
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 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 18 day of December, 2024.

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.

Polk County

Board of County Commissioners

Agenda Item R.11. 6/16/2026

SUBJECT

Approve the release of a warranty and surety in the amount of $5,667.07 in the form of Maintenance Bond No. 100277329 for RCMA Daycare Expansion. (No Fiscal Impact)

DESCRIPTION

On July 16, 2024, the Board accepted Maintenance Bond No. 100277329 in the amount of $5,667.07. A warranty inspection was performed on March 11, 2026, concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Maintenance Bond No. 100277329 in the amount of $5,667.07.

RECOMMENDATION

Request Board approve the release of Maintenance Bond No. 100277329 in the amount of $5,667.07 for RCMA Daycare Expansion.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

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

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908

WARRANTY INSPECTION FORM

Subdivision Name: RCMA Daycare Expansion – LDSUR-2023-12

Road Name:

Engineering Firm / Engineer of Record: David C. Carter, P.E. – Carter-Kaye Engineering

Contractor:

Roadway Items	Condition / Remarks
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	

Drainage Items	Condition / Remarks
A. Retention Ponds:	
B. Drainage C. Perimeter Swales:	

Utility Items:	Condition / Remarks
A. Amount Security: $5,667.07	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	

Inspector: Tim Bearden

Date: 3/11/2026

COMMERCIAL MAINTENANCE BOND

Bond No. 100277329

KNOWN ALL MEN BY THESE PRESENTS, That we, Redlands Christian Migrant Association, as Principal, and Merchants Bonding Company (Mutual), a corporation organized and doing business under and by virtue of the laws of the State of Iowa and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Five Thousand Six Hundred Sixty-Seven and 07/100 ($ 5,667.07/100) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") for the RCMA Daycare Expansion as filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of one (1) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect"); and

2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:

Merchants Bonding Company (Mutual)
6700 Westown Parkway
West Des Moines, IA 50233
info@merchantsbonding.com

The Principal at:

Redlands Christian Migrant Association
402 W Main Street
Immokalee, FL 34142

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this **13th** day of **November**, **2023**.

J. Contreras
Witness
Victoria Contreras
Printed Name

Catalina Sepulveda
Witness
Catalina Sepulveda
Printed Name

PRINCIPAL:
Redlands Christian Migrant Association

Name of Corporation
By: Elisabel Garcia

Elizabeth Maldonado
Printed Name
Title: Notary Public
(SEAL)

ELIZABETH MALDONADO
Notary Public - State of Florida
Commission # HH 326917
My Comm. Expires Nov 6, 2026
Bonded through National Notary Assn.

Karen Bailey
Witness
Karen Bailey
Printed Name

Amber Richards
Witness
Amber Richards
Printed Name

SURETY:
Merchants Bonding Company (Mutual)

Name of Corporation
By: Oriana Kasten

Oriana Kasten
Printed Name
Title: Attorney-in-fact
(SEAL)

(Attach power of attorney)

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Polk County

Board of County Commissioners

Agenda Item R.12. 6/16/2026

SUBJECT

Approve the release of a warranty and surety in the amount of $1,918.20 in the form of Maintenance Bond No. 0842662 for Spirit Landings Storm & Drainage. (No Fiscal Impact)

DESCRIPTION

On November 21, 2023, the Board accepted Maintenance Bond No. 0842662 in the amount of $1,918.20. A warranty inspection was performed on September 19, 2024, concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Maintenance Bond No. 0842662 in the amount of $1,918.20.

RECOMMENDATION

Request Board approve the release of Maintenance Bond No. 0842662 in the amount of $1,918.20 for Spirit Landings Storm & Drainage.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Isis Zayas

Land Development

863-534-6012

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

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908

WARRANTY INSPECTION FORM

Subdivision Name:
Spirit Landings Storm & Drainage – LDSUR-2023-47

Road Name:

Engineering Firm / Engineer of Record: Joshua McDonald, P.E. – Poulos & Bennett, LLC
Contractor:

Roadway Items	Condition / Remarks
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	

Drainage Items	Condition / Remarks
A. Retention Ponds:	
B. Drainage C. Perimeter Swales:	

Utility Items:	Condition / Remarks
A. Amount Security: $1,918.20	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	

Inspector: Tim Bearden

Date: 09/19/2024

RESIDENTIAL MAINTENANCE BOND Bond No. 0842662

KNOWN ALL MEN BY THESE PRESENTS, That we, KB Home Orlando LLC, as Principal, and Harco National Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Illinois and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of One Thousand Nine Hundred Eighteen and 20/100 ($ 1,918.20) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Spirit Landings subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of Two (2) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect") of the Improvements; and

2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:

Harco National Insurance Company
702 Oberlin Road
Raleigh, NC 27605

The Principal at:

KB Home Orlando LLC
9102 Southpark Center Loop, Suite 100
Orlando, FL 32819

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 21st day of July, **20** 23.

Witness

Chad Harvey
Printed Name

Witness

Chris Purpura
Printed Name

PRINCIPAL:

KB Home Orlando LLC
Name of Corporation

By:

James Makransky
Printed Name
Title: VP of Finance
(SEAL)

Martha Gonzales
Witness

Martha Gonzales
Printed Name

Witness

My Hua
Printed Name

SURETY:

Harco National Insurance Company
Name of Corporation

By:

Brenda Wong
Printed Name
Title: Attorney-in-Fact
(SEAL)

(Attach power of attorney)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 2/1/2023 before me, S. Evans, Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal) Signature S. Evans

S. Evans, Notary Public

MGC1 S. EVANS COMM. # 2299999 NOTARY PUBLIC - CALIFORNIA SACRAMENTO COUNTY COMM. EXPIRES AUG. 30, 2023 MGC1

POWER OF ATTORNEY

Bond # 0842662

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JEFFREY STRASSNER, BRENDA WONG, MARTHA GONZALES, TENZER V. CUNNINGHAM, JOAQUIN PEREZ

Los Angeles, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC No. 50079910 NEW JERSEY My Comm. Exp. 04-04-2023

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley

Shirelle A. a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 8/1/2023

Irene Martins, Assistant Secretary

A00846

Polk County

Board of County Commissioners

Agenda Item R.13. 6/16/2026

SUBJECT

Approve the release of a warranty and surety in the amount of $11,068.83 in the form of Maintenance Bond No. FL616202 for Strickland Brothers at US Hwy 27 & Student Drive. (No Fiscal Impact)

DESCRIPTION

On January 21, 2025, the Board accepted Maintenance Bond No. FL616202 in the amount of $11,068.83. A warranty inspection was performed on February 19, 2026, concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Maintenance Bond No. FL616202 in the amount of $11,068.83.

RECOMMENDATION

Request Board approve the release of Maintenance Bond No. FL616202 in the amount of $11,068.83 for Strickland Brothers at US Hwy 27 & Student Drive.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908

WARRANTY INSPECTION FORM

Subdivision Name: Strickland Brothers at US Hwy 27 & Student Drive – LDSUR-2024-24

Road Name:

Engineering Firm / Engineer of Record: Ryan T. Fallin, P.E. – AVID Group, Inc.
Contractor:

Roadway Items	Condition / Remarks
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	

Drainage Items	Condition / Remarks
A. Retention Ponds:	
B. Drainage C. Perimeter Swales:	

Utility Items:	Condition / Remarks
A. Amount Security: $11,068.83	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	

Inspector: Tim Bearden

Date: 02/19/2026

COMMERCIAL MAINTENANCE BOND

Bond No. FL616202

KNOWN ALL MEN BY THESE PRESENTS, That we, RDP 20, LLC, as Principal, and Merchants Bonding Company (Mutual), 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 sum of Eleven Thousand Sixty Eight and 83/100 ---------- ($ 11,068.83--) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") for the Strickland Brothers at US Hwy 27 & Student Dr LDSUR-2024-24 as filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of eighteen (18) months ~~year(s)~~ following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect"); and

2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:

Merchants Bonding Company (Mutual)
6700 Westown Parkway
West Des Moines, IA 50266

The Principal at:

RDP 20, LLC
140 E Morse Blvd #J
Winter Park, FL 32789

The Obligee at:

Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 26th day of July, 2024.

Logan Gierke
Witness

Logan Gierke
Printed Name

Witness

Jennifer C. Gierke
Printed Name

PRINCIPAL:

RDP 20, LLC
Name of Corporation

By:

Robert T. Gierke
Printed Name
Title: Manager
(SEAL)

Witness

Kara Ruckert
Printed Name

Witness

Colleen Bailey
Printed Name

SURETY:

Merchants Bonding Company (Mutual)
Name of Corporation

By:

Tyler D DeBord
Printed Name
Title: Attorney-in-Fact
(SEAL)

(Attach power of attorney)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Pamela J Thompson; Steve P Farmer; Tyler D DeBord

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission 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 fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of July , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

Polk County

Board of County Commissioners

Agenda Item R.14. 6/16/2026

SUBJECT

Approve the release of a warranty and surety in the amount of $40,400.83 in the form of Maintenance Bond No. LICX1983068 for Villamar Intersection Improvements. (No Fiscal Impact)

DESCRIPTION

On January 21, 2025, the Board accepted Maintenance Bond No. LICX1983068 in the amount of $40,400.83. A warranty inspection was performed on February 20, 2026, concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Maintenance Bond No. LICX1983068 in the amount of $40,400.83.

RECOMMENDATION

Request Board approve the release of Maintenance Bond No. LICX1983068 in the amount of $40,400.83 for Villamar Intersection Improvements.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Isis Zayas

Land Development

863-534-6012

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

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908

WARRANTY INSPECTION FORM

Subdivision Name:
Villamar Intersection Improvements – LDSUR-2024-34

Road Name:

Engineering Firm / Engineer of Record: John R. Bannon, P.E. – Wood & Associates Engineering, LLC
Contractor:

Roadway Items	Condition / Remarks
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	

Drainage Items	Condition / Remarks
A. Retention Ponds:	
B. Drainage C. Perimeter Swales:	

Utility Items:	Condition / Remarks
A. Amount Security: $40,400.83	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	

Inspector: Tim Bearden

Date: 02/20/2026

RESIDENTIAL MAINTENANCE BOND Bond No. LICX1983068

KNOWN ALL MEN BY THESE PRESENTS, That we, Vmar Dev, LLC, as Principal, and Lexon Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Texas and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Forty Thousand, Four Hundred and 83/100 ($40,400.83) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Villamar - Intersection Improvements subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of One (1) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect") of the Improvements; and

2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:

Lexon Insurance Company
12890 Lebanon Road
Mt Juliet, TN 37122

The Principal at:

Vmar Dev, LLC
346 E. Central Avenue
Winter Haven, FL 33880

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 18th day of October, 2024.

Witness

Bobbie Henley
Printed Name

Witness

Lindsey Roden
Printed Name

PRINCIPAL:

Vmar Dev, LLC
Name of Corporation

By:

Adam Rhinehart
Printed Name
Title:
(SEAL)

Witness

Maria A. Gonzalez
Printed Name

Witness

Karen O'Connell
Printed Name

SURETY:

Lexon Insurance Company
Name of Corporation

By:

James I. Moore
Printed Name
Title: Attorney-in-fact
(SEAL)

(Attach power of attorney)

State of Illinois
} ss.
County of DuPage

On October 18, 2024, before me, Maria A. Gonzalez, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore, known to me to be Attorney-in-Fact of Lexon Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 25, 2026

Maria A. Gonzalez, Notary Public

OFFICIAL SEAL
MARIA A GONZALEZ
NOTARY PUBLIC, STATE OF ILLINOIS
WILL COUNTY
MY COMMISSION EXPIRES 09/25/2026

Commission No. 882909

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor, Notary Public – My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

   and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 18th day of October 2024.

By: Daniel S. Lorie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.
Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Polk County

Board of County Commissioners

Agenda Item R.15. 6/16/2026

SUBJECT

Approve the release of a warranty and surety in the amount of $132,342.75 in the form of Maintenance Bond No. 024275411 for Wilder Pines. (No Fiscal Impact)

DESCRIPTION

On November 19, 2024, the Board accepted Maintenance Bond No. 024275411 in the amount of $132,342.75. A warranty inspection was performed on March 4, 2026, concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Maintenance Bond No. 024275411 in the amount of $132,342.75.

RECOMMENDATION

Request Board approve the release of Maintenance Bond No. 024275411 in the amount of $132,342.75 for Wilder Pines.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Isis Zayas

Land Development

863-534-6012

isiszayas@polkfl.gov

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908

WARRANTY INSPECTION FORM

Subdivision Name: Wilder Pines Warranty Surety Acceptance – LDSUR-2024-7	
Road Name:	
Engineering Firm / Engineer of Record: Michael O. Flora, P.E. – Sloan Engineering Group, Inc.	
Contractor:	
Roadway Items	**Condition / Remarks**
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	
Drainage Items	**Condition / Remarks**
A. Retention Ponds:	
B. Drainage C. Perimeter Swales:	
Utility Items:	**Condition / Remarks**
A. Amount Security: $132,342.75	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	
Inspector: Tim Bearden	
Date: 3/4/2026	

RESIDENTIAL MAINTENANCE BOND Bond No. 024275411

KNOWN ALL MEN BY THESE PRESENTS, That we, KB Home Orlando, LLC, as Principal, and Liberty Mutual Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Massachusetts and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of One Hundred Thirty Two Thousand Three Hundred Forty Two and 75/100 ($ 132,342.75) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Wilder Pines subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of Two (2) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect") of the Improvements; and

2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:

Liberty Mutual Insurance Company
175 Berkeley Street
Boston MA 02116

The Principal at:

KB Home Orlando, LLC
9102 Southpark Center Loop, Suite 100
Orlando, FL 32837

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 1st day of April, 2024.

Witness

Eileen Sesto
Printed Name

Witness

Stephen White
Printed Name

PRINCIPAL:

KB Home Orlando, LLC
Name of Corporation

By:

Jana Makrensky
Printed Name
Title:
(SEAL)

Witness

Martha Gonzales
Printed Name

Witness

My Hua
Printed Name

SURETY:

Liberty Mutual Insurance Company
Name of Corporation

By:

Brenda Wong
Printed Name
Title: Attorney-in-Fact
(SEAL)

(Attach power of attorney)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 4/1/2024 before me, S. Evans, Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal) Signature S. Evans

S. Evans, Notary Public

S. EVANS
Notary Public - California
San Francisco County
Commission # 2457925
My Comm. Expires Aug 30, 2027

Liberty Mutual. SURETY

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: 8204866

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, Brenda Wong

all of the city of Los Angeles state of California 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 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
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 David M. Carey, Assistant Secretary to appoint such attorneys-infact 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, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this 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 1st day of April, 2024

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.

Polk County

Board of County Commissioners

Agenda Item R.16. 6/16/2026

SUBJECT

Approve the release of a cash surety in the amount of $6,000.93 for Lakeland Boat & RV Storage. (No Fiscal Impact)

DESCRIPTION

On July 2, 2024, the Board accepted a cash surety in the amount of $6,000.93. A warranty inspection was performed on March 11, 2026, concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release the cash surety in the amount of $6,000.93.

RECOMMENDATION

Request Board approve the release of the cash surety in the amount of $6,000.93 for Lakeland Boat & RV Storage.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

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

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908

WARRANTY INSPECTION FORM

Subdivision Name: Lakeland Boat & RV Storage – LDSUR-2024-20	
Road Name:	
Engineering Firm / Engineer of Record: Jon P. Scott, P.E. – Kimley-Horn and Associates	
Contractor:	
Roadway Items	**Condition / Remarks**
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	
Drainage Items	**Condition / Remarks**
A. Retention Ponds:	
B. Drainage **C. Perimeter Swales:**	
Utility Items:	**Condition / Remarks**
A. Amount Security: $6,000.93	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	
Inspector: Tim Bearden	
Date: 3/11/2026	

Prepared By:
Kimley»Horn

Lakeland Boat and RV

County Owned Utilities
OPINION OF PROBABLE COST
5/12/2024

DESCRIPTION	ESTIMATED TOTAL QUANTITY	UNIT	UNIT PRICE	ESTIMATED TOTAL AMOUNT
Curb, Striping, and Paving				
10" PVC, AWWA C-900, DR 18, Blue	20	LF	$ 66.90	1,338.00
10" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated	9	LF	$ 66.90	602.10
10" Gate Valve Assembly, Complete	2	EA	$ 3,262.00	6,524.00
10" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	1	EA	$ 707.00	707.00
10" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	3	EA	$ 707.00	2,121.00
10" Tee, DI, C153, Cement-Lined, Bituminous Coated	1	EA	$ 707.00	707.00
10"x2" Tapped Plug MJ	1	EA	$ 707.00	707.00
10" HDPE	240	LF	$ 148.68	35,683.20
12"x10" TSV	1	EA	$ 11,620.00	11,620.00
ESTIMATED TOTAL COST				**$ 60,009.30**
10% BOND AMOUNT			**10% of Total**	**$ 6,000.93**

Kimley-Horn does not control the cost of labor, materials, equipment of 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 judgement as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

JON P SCOTT LICENSE No. 94156 STATE OF FLORIDA PROFESSIONAL ENGINEER

Jon P Scott
This item has been electronically signed and sealed by Jon Patrick Scott P.E. on the time and date stamp shown using this digital signature. Printed copies of this document are not considered signed and sealed, the signature must be verified on any electronic copies.
2024.06.03 13:25:37 -04'00'

Polk County

Board of County Commissioners

Agenda Item R.17. 6/16/2026

SUBJECT

Approve the release of a cash surety in the amount of $1,677.84 for Rafina - Tract B. (No Fiscall)

DESCRIPTION

On January 23, 2024, the Board accepted a cash surety in the amount of $1,677.84. A warranty inspection was performed on March 11, 2026, concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release the cash surety in the amount of $1,677.84.

RECOMMENDATION

Request Board approve the release of the cash surety in the amount of $1,677.84 for Rafina - Tract B.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

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

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908

WARRANTY INSPECTION FORM

Subdivision Name: Rafina – Tract B – LDSUR-2023-56

Road Name:

Engineering Firm / Engineer of Record: Ryan T. Fallin, P.E. – Avid Group, Inc.

Contractor:

Roadway Items	Condition / Remarks
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	

Drainage Items	Condition / Remarks
A. Retention Ponds:	
B. Drainage C. Perimeter Swales:	

Utility Items:	Condition / Remarks
A. Amount Security: $1,677.84	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	

Inspector: Tim Bearden

Date: 3/11/2026

AVID Group, Inc.
Rafina Tract B (Forest Hills)
Water - Engineer's Cost Estimate Opinion of Probable Cost **Updated: 10/19/23**

Item	Quantity	Units	Unit Price	Extension
Water Distribution System				
12"x6" Tapping Sleeve & Valve	1	EA	3,035.94	3,035.94
1 1/2" Reduced Pressure Backflow Preventer (RPBFP)	2	EA	2,012.96	4,025.92
6" Double Check Detector Assembly (DCDA)	1	EA	6,354.09	6,354.09
6" Gate Valve (Including Box, Riser and Brass Tag)	1	EA	1,185.42	1,185.42
6" C900 DR14 PVC Pipe	3	LF	14.72	44.16
6"x2" Tee (DIP)	1	EA	169.00	169.00
6" Ductile Iron Pipe (DIP)	12	LF	31.75	381.00
2" Fittings	1	EA	1,582.88	1,582.88
				$16,778.41
WATER DISTRIBUTION TOTAL:				$1,677.84
Total Surety Amount (10% of cost)				

Note: Please be advised that the figure expressed above merely represents the engineer's opinion as to the probable construction cost. This is not a bid and no warranty as to the accuracy of this figure is either expressed or implied.



Ryan T. Fallin, P.E.
No. 91887

This item has been digitally signed and sealed by Ryan T. Fallin, 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.

Agenda Item R.18. 6/16/2026

SUBJECT

Approve the release of a cash surety in the amount of $1,799.88 for Tire's Plus #933853. (No Fiscal Impact)

DESCRIPTION

On August 6, 2024, the Board accepted a cash surety in the amount of $1,799.88. A warranty inspection was performed on March 11, 2026, concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release the cash surety in the amount of $1,799.88.

RECOMMENDATION

Request Board approve the release of the cash surety in the amount of $1,799.88 for Tire's Plus #933853.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

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

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908

WARRANTY INSPECTION FORM

Subdivision Name: Tire's Plus #933853 – LDSUR-2024-9	
Road Name:	
Engineering Firm / Engineer of Record: Santos Medina III, P.E. – Sloan Engineering Group	
Contractor:	
Roadway Items	**Condition / Remarks**
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	
Drainage Items	**Condition / Remarks**
A. Retention Ponds:	
B. Drainage **C. Perimeter Swales:**	
Utility Items:	**Condition / Remarks**
A. Amount Security: $1,799.88	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	
Inspector: Tim Bearden	
Date: 3/11/2026	

SLOAN
Engineering Group

PO Box 253, Bartow, Fl 33831
Office: (863) 800-3046
Fax: (863) 800-1159

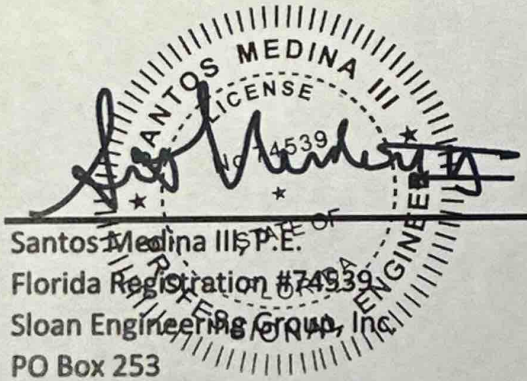
COST ESTIMATE FOR UTILITY CONSTRUCTION

ENGINEERS ESTIMATE OF PROBABLE COSTS FOR "TIRES PLUS #933853 (LDNON-2022-150)"

as of March 1, 2024

POTABLE WATER SYSTEM				
1	Single Service, Long	1 EA	$3,470.00	$3,470.00
6	Fire Hydrant Assembly	1 EA	$12,050.00	$12,050.00
		POTABLE WATER SYSTEM TOTAL		$15,520.00
RECLAIMED WATER SYSTEM				
2	Single Service, Short	1 EA	$2,478.75	$2,478.75
		RECLAIMED WATER SYSTEM TOTAL		$2,478.75

ESTIMATED TOTAL	$17,998.75
WARRANTY BOND TOTAL (10%)	$1,799.88



3/1/2024
Date

Santos Medina III, P.E.
Florida Registration #74539
Sloan Engineering Group, Inc.
PO Box 253
Bartow, Florida 33831 (863) 800-3046
Certificate of Authorization #26247

Polk County

Board of County Commissioners

Agenda Item R.19. 6/16/2026

SUBJECT

Approve recommended changes to the functional classification of select Polk County roads: Golden Gate Blvd (No fiscal impact)

DESCRIPTION

The Functional Classification Committee is comprised of representatives from the following Department and Divisions: Office of Planning & Development, Polk Transportation Planning Organization, Transportation Engineering and Land Development. The purpose of the committee is to review the existing functional classification of Polk County roads, per the "County Road Functional Classification" criteria adopted by the Board on August 5, 1997. The committee makes recommendations regarding the reclassification of roads as necessary and appropriate.

The committee has reviewed the following road and made the following reclassification recommendation:

ROAD #	LOCATION	ROAD NAME	Road Segment	CURRENT FC	PROPOSED FC
750610	Polk City	Golden Gate Blvd	Mt. Olive Rd to Revelation Dr	Rural Minor Collector (RMC)	Local Residential (LR)

RECOMMENDATION

Request Board approve the County Road Functional Classifications as identified.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Lorenzo Thomas

863-534-6551 - lorenzothomas@polkfl.gov

Office of Planning and Development/Polk Transportation Planning Organization

Functional Road Reclassification Requests

ROAD #	LOCATION	ROAD NAME	ROAD SEGMENT	CURRENT FC	PROPOSED FC
750610	Polk City	Golden Gate Blvd	Mt. Olive Rd to Revelation Dr	Rural Minor Collector (RMC)	Local Residential (LR)

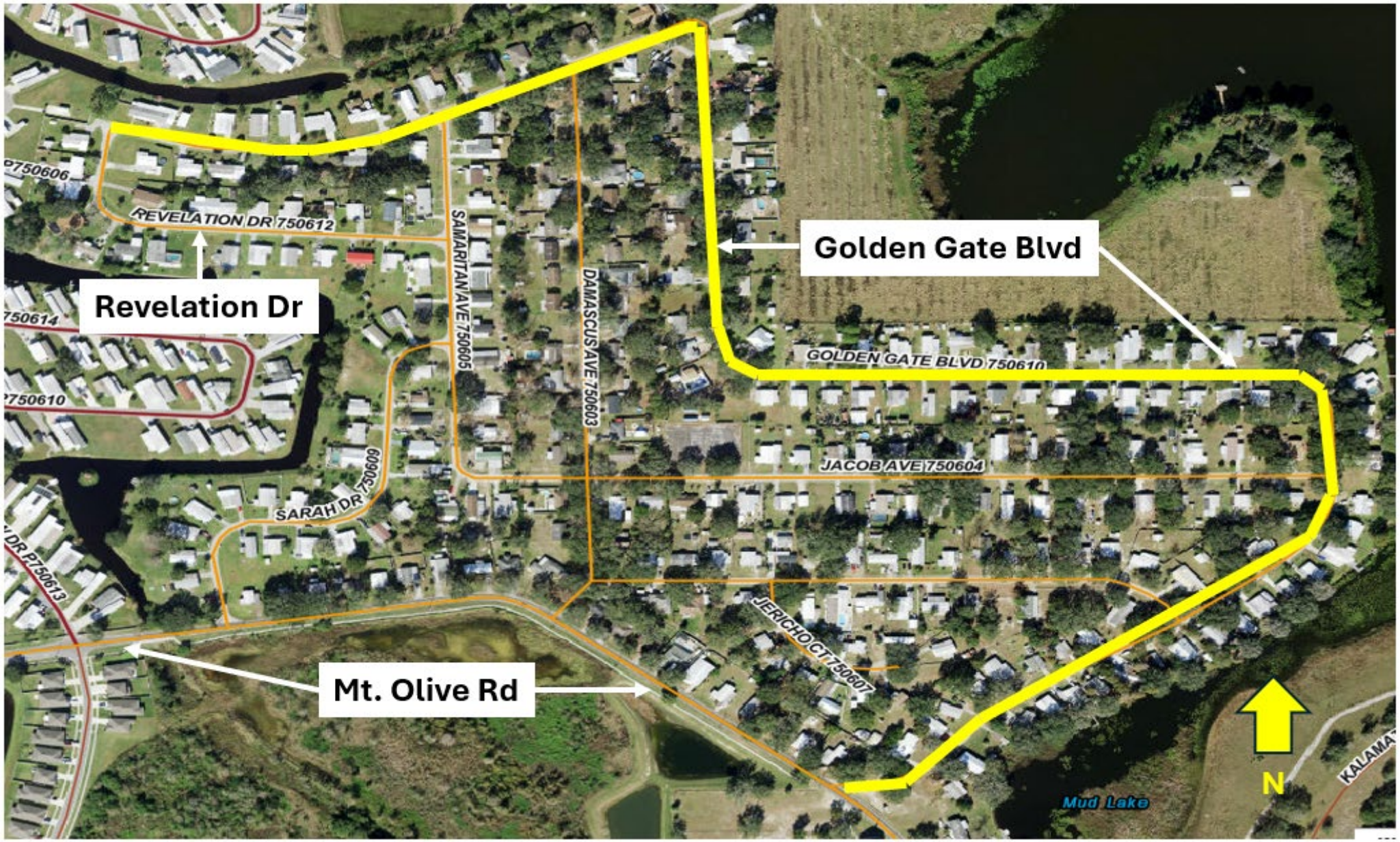
COUNTY ROAD FUNCTIONAL CLASSIFICATION

EXHIBIT A.

Adopted 08/05/97

ROAD SYSTEM	DEFINITION *Definition, volume, spacing and % mileage are used as presumptive guide in assigning functional class.*	TRIP PURPOSES *These trip purposes are used to determine functional classification. Road class is assigned where one or more of listed criteria is met.*	ROAD CLASS	VOLUME/ SPACING	% MILEAGE	
					Urban	Rural
ARTERIAL	The arterial road system primarily serves through-traffic and provides access to abutting properties as a secondary function. Arterial roads provide the highest degree of mobility and serve the largest proportion of total travel, i.e. vehicle miles traveled (traffic volume x mileage). This system is composed of interstate highways, other principal arterials and minor arterials. Arterial roads serve trips between and through cities. Arterials should form a reasonably integrated system to handle trips between different areas of a city, and the length of a typical trip on the system should exceed one mile. Principal arterials interconnect the large activity centers within an urban area as well as important rural routes. Minor arterials interconnect with and augment the principal arterial system, distribute travel to smaller activity centers and geographic areas with the urban area, and connect to major collector roads. ***Travel Movement:*** Main Movement (Principal Arterial) Distributor (Minor Arterial)	**(a) Travel to and through urbanized areas.** A primary route that connects one urbanized area to another. **(b) Travel to and through small urban areas.** The Primary route connecting one small urban area to an adjacent small urban area, an adjacent urbanized area, or to the network of roads connecting urbanized areas to each other. **(c) Interstate and regional commerce.** A route which has a United States Route designation granted by the American Association of State Highway Transportation Officials is considered to serve the primary purpose of interstate commerce. Those roads which serve the purpose of travel to and through urbanized areas are considered to serve the needs of regional commerce and thus meet both trip purposes. **(d) Access to municipal airports and major rail terminals or intermodal transfer facilities.** **(e) Access to major public facilities.** The primary route providing access to the major point of entrance to a major public facility. Major public facilities are defined to include: universities or community colleges; regional medical centers; natural attractions, such as state parks, that draw from a regional area and serve an average daily attendance of 1,000 persons in a single area; manmade attractions, such as theme parks, that attract audiences from a regional area; publicly-owned cultural and historic facilities, such as performing arts centers, civic center, and museums, that attract from a regional area. **(f) Interconnection of major thoroughfares.** A route that provides a high volume cross-connection between roads that meet at least two of the above listed purposes. For this trip purpose, the term "high-volume" is defined as a road with at least 25% of the volume observed on the connected roads at a point within one-half mile of the applicable intersections.	**Principal Arterial** **Trip Purposes:** **(a) - (c)**	**≥ 25,000 ADT**	5-10%	2-4%
			Minor Arterial **Trip Purposes:** **(d) - (f)**	**≥ 10,000 and < 25,000** —— **½ mile (cbd) to 1 mile**	15 - 25% (Principal + Minor)	6-10% (Principal + Minor)
COLLECTOR	The collector road system provides land access and traffic circulation within residential neighborhoods - commercial and industrial areas. Collectors provide a mix of mobility and land access functions; however, the main function of collectors is to conduct traffic from local residential streets to arterials. Collectors do not handle long through- trips and are not, of necessity, continuous for any great length. This system is composed rural major collector roads, rural minor collector roads, and urban collectors (differentiation between major and minor classes is not made in urban areas). In urban areas, collectors serve internal traffic movements within an area of the city, such as a subdivision, and connect this area with the arterial system. In rural areas, major collectors serve generators of intracounty importance, e.g. important mining and agricultural areas, and link these places with nearby larger towns or cities. Rural minor collectors provide service to the remaining small communities and link locally important generators with rural hinterland. ***Travel Movement:*** Collection; Access	**(g) Access to minor public facilities.** The primary route providing access to the major point of entrance to a minor public facility. Minor public facilities are those which do not meet the requirements listed in Paragraph (e), above, and include manmade attractions and publicly-owned cultural and historical facilities that attract local audiences. **(h) Interconnection of minor thoroughfares.** A route that provides cross-connection between roads that meet at least one of the above listed purposes. **(i) Access to concentrated land use areas.** A route that connects major thoroughfares to concentrations of land use, such as the primary connection to a community, large residential subdivision, neighborhood shopping center, or a public facility serving a local audience. **(j) Access to diffuse land use areas.** A route that connects major thoroughfares to diffuse areas of a single or mixed land use, such as the primary connection to a farming area consisting of large acreage tracts or scattered small residential developments.	**Urban Collector** **Trip Purposes:** **(g) - (i)**	**≥ 1,500 and < 10,000** —— **½ mile**	5-10%	20 - 25%
			Rural Major Collector **Trip Purposes:** **(g) - (i)**	**≥ 1,500 and < 10,000**		
			Rural Minor Collector **Trip Purpose: (j)**	**< 1,500**		
LOCAL	This road system comprises all roadways not on the arterial or collector system. Local streets primarily provide direct access to abutting land uses such as homes, and through-traffic movement is deliberately discouraged. These streets make up a large percentage of the total street mileage but carry a small proportion of the vehicle miles in travel. ***Travel Movement:*** Access; Termination	**(k) Travel between home and the nearest road on the primary road network composed of arterial and collector roads.** A route that connects residences to the roads serving longer trips, e.g., roads within a residential subdivision. **(l) Travel between commercial, industrial, and agricultural areas and the nearest road on the primary road network composed of arterial and collector roads.** A route that connects clusters of commercial, industrial, agricultural or mixed-residential land uses to the roads serving longer trips, e.g., roads within an industrial park.	**Local Residential** **Trip Purpose: (k)**	**< 1,500**	65 - 80%	65 - 75%
			Local Commercial **Trip Purpose: (l)**	**< 1,500**		

Golden Gate Blvd from Mt. Olive Rd to Revelation Dr
(RMC to LR)



Agenda Item R.20. 6/16/2026

SUBJECT

Approve Subcontract Amendment two between the Ounce of Prevention Fund of Florida, Healthy Families Florida, and Polk County, a political subdivision of the State of Florida (Healthy Families Polk) Fiscal Year 2026-2027. ($1,580,498 one-time revenue and $2,092,538 one-time expense)

DESCRIPTION

On December 8, 1998, the Board approved the initial contract to partner with The Ounce of Prevention Fund of Florida, Healthy Families Florida to support Healthy Families Polk, which is a home visitation program that promotes positive parenting, self-sufficiency, healthy child development, and prevents poor childhood outcomes such as abuse and neglect.

Amendment two will renew and amend The Ounce of Prevention Fund of Florida contract effective July 1, 2026 through June 30, 2031. The contract number will change to #25-31-31.

The Ounce of Prevention Fund of Florida through Healthy Families Florida will provide base funding of $1,446,553 and a one-time non-reoccurring amount of $133,945 for a total revenue amount of $1,580,498.
The County (Healthy Families Polk) will provide and maintain the minimum required cash match of $361,639 plus an additional $1,730,899 in order to fund the County's ongoing salary plan, for a total expense amount of $2,092,538.

RECOMMENDATION

Request board approval of Subcontract Amendment two between the Ounce of Prevention Fund of Florida, Healthy Families Florida, and Polk County, a political subdivision of the State of Florida, for the provision of Healthy Families Polk services in Fiscal Year 2026-2027.

FISCAL IMPACT

Funds are budgeted in the Special Revenue Grant Fund and General Fund.

CONTACT INFORMATION

Name: Shaneal Allen
Title: Program Manager
Division: Health and Human Services
Phone: 863-534-5315
E-Mail Address: shanealallen@polkfl.gov

Services:	X	Client		Non-Client
Type:	X	Subrecipient		Contractor
Funds:	X	Federal	X	State

AMENDMENT TO A SUBCONTRACT BETWEEN THE OUNCE OF PREVENTION FUND OF FLORIDA / HEALTHY FAMILIES FLORIDA AND POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

SUBCONTRACT AMENDMENT #002 FY 2026-2027

THIS AMENDMENT is entered into between the Ounce of Prevention Fund of Florida, hereinafter referred to as "OPFF," and Healthy Families Florida, hereinafter referred to as "HFF", and Polk County, a political subdivision of the State of Florida (HF Polk), hereinafter referred to as the "Provider", for the provision of Healthy Families Florida as outlined below:

Amendment #0001, effective 2/1/2026, changes in: reduction to "Other" contributions; contract language as noted; revised deliverables table; revised attachments.

Amendment #0002, effective 7/1/2026, Contract number changed from 25-30-31 to 25-31-31 due to contract term change; revised contributions; staffing patterns; contract language as noted; revised deliverables table; revised attachments.

Subcontract **Section 1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT**, is hereby deleted and the following is inserted in lieu thereof:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1. Purpose and Contract Amount

The **OPFF/HFF** is engaging the Provider to offering a prevention program that uses intensive home visiting services to meet the needs of a family. The program is designed to improve the development and life outcomes of children and to preserve and strengthen families with a primary emphasis on the prevention of child maltreatment, in accordance with the terms and conditions specified in this Subcontract including all attachments and exhibits, which constitute the Subcontract document as further described in Section 2. Payable as provided in Section 3 hereof, with an annual amount not to exceed **$1,580,498.00,** as allocated below:

- Ounce of Prevention Base Grant amount $**1,446,553.00,**
- Ounce of Prevention One-time non-recurring amount of **$133,945.00,**

All funding is subject to the availability of funds. This grant amount will cover Fiscal Year **2026-2027** as further described in Section 3 hereof, payable as provided in Section 3.1. Fiscal Year grant amount will be contingent upon the Florida Legislature approved budgets. Any costs or services paid for under any other Subcontract or from any other source are not eligible for payment under this

1.1.1 Cash and In-Kind Contributions

1.1.1.1. The Provider shall provide and maintain a minimum of **$361,639,** which represents a twenty-five percent (25%) contribution towards the OPFF/ HFF grant funds for the HFF program. The 25% required contribution will apply to Fiscal Year **2026-2027**. The Provider's cash and in-kind contribution for the Fiscal Year **2026-2027** subcontract period is $**361,639.00** which represents **25%** percent (%) of the OPFF/HFF grant funds. The Provider's Other contributions for the Fiscal Year **2026-2027** subcontract period are $**1,730,899.00** which represents **119.7%** (%) of the OPFF/HFF grant funds but is not included in the 25% match requirement.

1.1.1.2. If the Provider is unable to meet the minimum requirement of the cash and/or in-kind contribution, the Provider must submit a letter with this Subcontract justifying why the site is unable to meet the minimum requirement. Organizations providing cash or in-kind contributions must submit a letter on their organization's letterhead signed by an authorized official of the organization with the contract or amendment.

Subcontract **Section 1.2– <u>EFFECTIVE AND END DATE</u>**, is hereby deleted and the following is inserted in lieu thereof:

1.2. Effective and End Date

1.2.1. This Contract shall be effective **<u>July 1, 2025,</u>** or the last party signature date, whichever is later (Effective Date). The service performance period under this Contract shall commence on **<u>July 1, 2025,</u>** or the Effective Date of this Contract, whichever is later, and shall end at midnight, Eastern time, on **<u>June 30, 2031</u>** (End Date), subject to the survival of terms provisions of 7.4. Any earlier termination of this Contract amends the End Date.

1.2.2. This Subcontract will be amended annually based on availability of State Funds and satisfactory outcomes and performance. If this Subcontract is renewed, the HFF grant funding will be based on the budget approved by the Florida Legislature.

1.2.3. This Subcontract may be renewed in accordance with §§287.057(14) or 287.058(1)(g), Florida Statutes (F.S.).

Subcontract **Section 1.3.3. - <u>OFFICIAL PAYEE AND PARTY REPRESENTATIVES TABLE</u>**, is hereby deleted and the following is inserted in lieu thereof:

1.3. Official Payee and Party Representatives

1.3.1. Per section 402.7305(1)(a), Florida Statutes (F.S.), the Contract Specialist is the primary point of contact through which all contracting information flows between the OPFF and the Provider.

1.3.2. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party prior to the change.

1.3.3. Changes to contact information for persons identified in 1.3 can be by Notice.

a. Lead Agency Organization Name	Polk County, a political subdivision of the State of Florida
b. The lead agency representative name, title, mailing address and contact information of the official representative (the **lead agency person** who is to be **contacted regarding the contract**):	Lead Agency Representative's Name: Marcia Andresen Address: HS06, P. O. Box 9005 City/State/Zip Code: Bartow, FL 33813 Phone Number & Ext: 863-534-5303 Cell Number: 863-581-0395 Fax Number: 863-519-3709 E-mail: MarciaAndresen@polkfl.gov
c. The lead agency representative name, title, mailing address and contact information of the official representative (the person who is **approved to sign** Subcontracts and amendments):	Lead Agency Signee Name: Rick Wilson, Chairman Address: BC01, P. O. Box 9005 City/State/Zip Code: Bartow, FL 33813 Phone Number & Ext: 863-534-6434 Cell Number: Fax Number: E-mail: RickWilson@polkfl.gov
d. The name of contact person, address, telephone, and email address where the Provider's **financial** and administrative records are maintained:	Fiscal Contact's Name: Michelle Phelps Address: HS06, P. O. Box 9005 City/State/Zip Code: Bartow, FL 33830 Phone Number & Ext: 863-534-5569 Cell Number: Fax Number: E-mail: michellephelps@polkfl.gov
e. The name of the Payee Organization (who we **write the check** to):	Payee Organization Name: Polk County a political subdivision of the State of Florida Address: HS06, P. O. Box 9005 City/State/Zip Code: Bartow, FL 33813 Phone Number & Ext: 863-534-5569 Fax Number: E-mail: CashierBoCC@polkclerkfl.gov
	Program Manager's Name: Shaneal Allen Address: HS10, P. O. Box 9005

f. The name, address, telephone number, fax number and e-mail of the representative responsible for administration of the HFF **Polk** program (this should be the **Program Manager**), under this Subcontract:	City/State/Zip Code: Bartow, FL 33813 Phone Number & Ext: 863-534-5315 Cell Number: 863 559-8962 Fax Number: 863-534-7042 E-mail: shanealallen@polkfl.gov
g. The name, address, telephone number, fax number and e-mail of the **Polk backup** representative **(add position title)** responsible for administration of the HF program under this Subcontract:	Back-Up Contact's Name: Minelia Berrios-Gonzalez Address: HS10, P. O. Box 9005 City/State/Zip Code: Bartow, FL 33813 Phone Number & Ext: 863-534-5258 Cell Number: 863 289-1037 Fax Number: 863-534-7042 E-mail: mineliaBerrios-Gonzalez@polkfl.gov
h. The contact information of the **Training Contact is the same as the Program Manager**	
i. The name, address, telephone number, fax number and e-mail address of the Contract Specialist for this Subcontract are:	Suzie Godfrey, HFF Subcontract Specialist Healthy Families Florida 325 John Knox Road, Building L, Suite 200 Tallahassee, Florida 32303 Phone: 850-488-1752 x 104 Cell: 850-755-7848 Fax:850-488-5562 Deliverables: Hffdeliverables@ounce.org E-mail: sgodfrey@ounce.org

Subcontract **Section 4.1.1.3.6– FOUNDATIONS OF DISABILITY RIGHTS ONLINE TRAINING AND ATTESTATION**, is hereby deleted and the following is inserted in lieu thereof:

4.1.1.3.6 Foundations of Disability Rights Online Training and Attestation - The Department requires each Contract/Subcontract Provider agency's direct service employees to complete **Foundations of Disability Rights Online training** and sign **Attachment 16 – Foundations of Disability Rights Attestation**. The training and the attestation must be completed upon hire and **annually by April 25th.** Direct service employees performing under this Subcontract will also print their certificate of completion, attach it to their Attestation of Understanding (http://www.dcf.state.fl.us/admin/training/docs/DCF%20Attestation%20Form.pdf), and maintain them in their personnel file. The training is located in the MyFLLearn system. https://www.myflfamilies.com/services/child-family/child-and-family-well-being/my-fl-learn.

Subcontract **Section 4.1.1.3.7– FOUNDATIONS OF DISABILITY RIGHTS ONLINE TRAINING**, is hereby deleted and the following is inserted in lieu thereof:

4.1.1.3.7. Foundations of Disability Rights On-Line Training - The Provider must submit an original notarized **Attachment 21- Letter of Affidavit for DCF Required On-line Training** to Hffdeliverables@ounce.org **annually by April 30th** attesting that **all** employees, including HFF Grant, Subcontracted and Contribution funded staff, have completed the Foundations of Disability Rights, online training. The affidavit also attests that the completed certificates and signed attestations forms have been printed and are maintained in each employee's personnel file. The contract specialist will send the templated **Attachment 21- Letter of Affidavit for DCF Required On-line Training** out upon DCF notification of updated training.

Subcontract **Section 4.16.1– EMPLOYMENT SCREENING**, is hereby deleted and the following is inserted in lieu thereof:

4.16.1. As described in CFOP 60-25, Chapter 2 (implementing §110.1127, F.S.), as a condition of

initial and continued employment, the Provider shall ensure all staff, whether employees or independent contractors, are screened by the Department in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards in §§435.04, 110.1127, and 39.001(2), F.S., including:

4.16.1.1. Employment history checks

4.16.1.2. Fingerprinting for all criminal record checks;

4.16.1.3. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

4.16.1.4. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement;

4.16.1.5. Security background investigation, which may include criminal record checks by local law enforcement agencies; and

4.16.1.6. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435, F.S., and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.16.1.7. A security background investigation under this section also includes a search of the sexual predator and sexual offender registries of any state in which the current or prospective employee resided during the immediate preceding 5 years.

Subcontract **Section 5.3.3.3 – HIPAA AFFIDAVIT**, is hereby deleted and the following is inserted in lieu thereof:

5.3.3.3. HIPAA Affidavit - The Provider must submit an original notarized **Attachment 21- Letter of Affidavit for DCF Required On-line Training** to Hffdeliverables@ounce.org **annually by April 30th** attesting that **all** employees, both HFF Grant and Contribution funded staff, have completed the Health Insurance Portability Accountability Act (HIPAA) online training. The affidavit also attests that the completed certificates have been printed and will be maintained in each employee's personnel file. The contract specialist will send the Letter of Affidavit on HIPAA Online Training template out upon notification of updated training.

Subcontract **Section 5.4.3 – DCF SECURITY AWARENESS AFFIDAVIT**, is hereby deleted and the following is inserted in lieu thereof:

5.4.3 DCF Security Awareness Affidavit - The Provider must submit an original notarized **Attachment 21- Letter of Affidavit for DCF Required On-line Training** to Hffdeliverables@ounce.org attesting that **all** employees, volunteers and interns, both HFF Grant and Contribution funded staff, have completed the Department of Children and Families Security Awareness Online Training. This training must be completed **annually by April 30th**. The affidavit also attests that the completed certificates are maintained in each employee's personnel file. The contract specialist will send the Letter of Affidavit on Department Security Awareness template out upon notification of updated training.

Subcontract **Exhibit C-2.1.1 - STAFF COMPOSITION TABLE**, is hereby deleted and the following is inserted in lieu thereof:

C-2.1.1 Staff Composition Table

The staff composition funded by HFF dollars and contributions is identified in the following table and based on a 40-hour work week.

Non-HFF Core Positions	Total # of FTEs	# of FTEs Funded by HFF Dollars	# of FTEs Funded by Cash Contributions	# of FTEs Funded by Other Funding
Secretary I	3	0	3	0
Administrative Coordinator	1	0	0	1
Clinician	1	0	0	1

Clinical Manager	1	0	0	1
SUBTOTAL FTE	**6**	**0**	**3**	**3**
HFF Core Positions	**Total # of FTEs**	**# of FTEs Funded by HFF Dollars**	**# of FTEs Funded by Cash Contributions**	**# of FTEs Funded by Other Funding**
Program Manager	1	1	0	0
Asst. Program Manager	2	0	2	0
Supervisors	5	5	0	0
FES	4	2	2	0
FSES I	16	8	0	8
FSES II	7	7	0	0
FSES III	3	3	0	0
SUBTOTAL FTE	**38**	**26**	**4**	**8**
TOTAL FTE	**44**	**26**	**7**	**11**

Subcontract **Section C-2.4.a – Cash Contributions** is hereby deleted and the following is inserted in lieu thereof:

C-2.4.a Cash Contributions: $361,639

The name of each contributor	Is the organization considered "Private" or "Public"	The dollar value of the contribution	Detailed description of Service or Contribution	The county served with donation
Polk County Board of County Commissioners	Public	$361,639	Monies will be used to fund personnel services and operating costs associated with Healthy Families Polk.	Polk County

Subcontract **Section C-2.4.c – Other Funding** is hereby deleted and the following is inserted in lieu thereof:

C-2.4.b Other Funding: $1,730,899.00

The name of each contributor	Is the organization considered "Private" or "Public"	The dollar value of the contribution	Detailed description of Service or Contribution	The county served with donation
Polk County Board of County Commissioners	Public	$1,730,899.00	Funding is for personnel services and operating costs associated with Healthy Families Polk	Polk

Subcontract **Exhibit D - Deliverables.** is hereby deleted and the following is inserted in lieu thereof:

D-1 Deliverables Table – The OPFF/HFF may approve extensions on any deliverable on a case-by-case basis. The Provider shall submit an extension request no later than five (5) business days **prior** to the report due date, containing a proposed submission date and a justification for the request. The approval of the extension must be provided in writing by the Contract Manager.

Title	Due Date	Send To	Reference
Other Reports and Information	Upon request	Program Specialist	Per request
Attachment 1 - Financial and Compliance Audit	Due 180 days after end of Provider's fiscal year	Hard copy & Electronic copy Hffdeliverables@ounce.org	Attachment 1
Attachment 2 - Health Insurance Portability Accountability Act (HIPAA)	Upon execution of the 5-yr Subcontract and/or language changes	Hffdeliverables@ounce.org	Attachment 2

Attachment 3a – Initial Budget and Revenue Summary	Upon execution of the Subcontract and each Fiscal Year Amendment	Hffdeliverables@ounce.org	Attachment 3a
Attachment 6 - Civil Rights Compliance Checklist	Upon execution of the Subcontract/Amendment	Hffdeliverables@ounce.org	Per Section 4.1.1.3 Attachment 6
Attachment 5 - Certification Regarding Lobbying		Hffdeliverables@ounce.org	Per Section 4.2.4 Attachment 5
Attachment 36 – Letter of Affidavit for E-Verify		Hffdeliverables@ounce.org	Per Section 7.8.1 Attachment 36
Attachment 38- Foreign Countries of Concern Attestation		Hffdeliverables@ounce.org	Per Section 4.2.2 Attachment 38
Attachment 39- Common Carrier Attestation		Hffdeliverables@ounce.org	Per Section 4.2.1 Attachment 39
Attachment 7 - Single-Point-of-Contact Information Updates	Upon execution of the Subcontract/Amendment and any changes since last submission	Hffdeliverables@ounce.org	Per Section 4.1.1.3 Attachment 7
Attachment 8 - Organizational Chart	Upon execution of the Subcontract/Amendment and prior to staffing pattern changes	Hffdeliverables@ounce.org	Per Exhibit C-2.1.2
Attachment 21 - Letter of Affidavit for DCF Required On-line Training	Upon notification from HFF Central Office	Hffdeliverables@ounce.org	Per Sections 4.1.1.3.7, 5.3.3.3, and 5.4.3
HHS Monthly Summary Report Verification	Verification due by 12 noon (Eastern) on the 3rd calendar day of the following month, unless that falls on a holiday or weekend, then it will be due the business day before the 3rd.	Hffdeliverables@ounce.org	Per Exhibit C-2.6.4
Attachment 3b - Monthly Invoice	Within 15 calendar days of the end of each month	lmarlowe@ounce.org	Per Exhibit A-3.3 and A-3.10.1 Attachment 3b
Attachment 37 – Monthly Numbers Served Report		Hffdeliverables@ounce.org	Per Exhibit C-2.6.6
Attachment 14 - Quarterly Narrative Report	July 15, 2026 October 15, 2026 January 15, 2027 April 15, 2027	Hffdeliverables@ounce.org	Per Exhibit C-2.6.5
	July 15, 2027 October 15, 2027 January 18, 2028 April 17, 2028		
	July 17, 2028 October 16, 2028 January 16, 2029 April 16, 2029		
	July 16, 2029		

	October 15, 2029 January 15, 2030 April 15, 2030 July 16, 2030 October 15, 2030 January 15, 2031 April 15, 2031		
Auxiliary Aids and Services Plan	July 30, 2026 July 30, 2027 July 31, 2028 July 30, 2029 July 30, 2030	Hffdeliverables@ounce.org	Per Section 4.1.1.3.9
Proof of Insurance Coverage	September 30, 2026 September 30, 2027 September 29, 2028 September 28, 2029 September 28, 2030	Hffdeliverables@ounce.org	Per Section 4.8
Annual Service Review (October 15, 2025 -Not Required Due to HFA Accreditation in process)	October 15, 2026 October 15, 2027 October 16, 2028 October 15, 2029 October 28, 2030	Hffdeliverables@ounce.org	Per Exhibit C-2.6.3
Attachment 20 - Notarized Affidavit of Level 2 Background Screening	November 30, 2026 November 30, 2027 November 30, 2028 November 30, 2029 November 30, 2030	Hffdeliverables@ounce.org	Per Sections 4.16, C-2.5.5 and C-2.5.6
HFF Site Policies and Procedures (Nov 29, 2025 - Not Required Due to HFA Accreditation in process)	November 30, 2026 November 30, 2027 November 30, 2028 November 30, 2029 November 30, 2030	Hffdeliverables@ounce.org	Per Section D-3
Emergency Preparedness Plan	March 31, 2026 March 31, 2027 March 31, 2028 March 30, 2029 March 29, 2030 March 29, 2031	Hffdeliverables@ounce.org	Per Exhibit D-2
Thriving Together Action Plan	May 15, 2026 May 17, 2027 May 15, 2028 May 15, 2029 May 15, 2030 May 15, 2031	Hffdeliverables@ounce.org	Per Exhibit C-2.6.2
Attachment 28 - Property Inventory and Disposal Form	**DRAFT** - May 20, 2026 **FINAL** - June 22, 2026 **DRAFT** - May 20, 2027 **FINAL** - June 21, 2027 **DRAFT** - May 22, 2028 **FINAL** - June 20, 2028 **DRAFT** - May 21, 2029	Hffdeliverables@ounce.org	Per Exhibit B-7.5, B-7.7 and B-7.8

	FINAL - June 20, 2029 **DRAFT** - May 20, 2030 **FINAL** - June 20, 2030 **DRAFT** - May 20, 2031 **FINAL** - June 20, 2031		

D-2 Emergency Preparedness Plan.

D.2.1 By March 31st, the site must submit the emergency preparedness plan that shall include provisions for pre-disaster records, computers and office equipment protection and recovery plan that will allow the Provider to continue functioning in compliance with the executed Subcontract in the event of an actual emergency. The plan shall also include how staff will communicate during/following an emergency, how staff will work with families on preparing for emergencies and how staff will help families recover from an emergency. This update must be submitted to Hffdeliverables@ounce.org.

D.2.2 The OPFF agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the OPFF may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

D-3 Policies and Procedures

Submit the updated Policies and Procedures, using the updated HFF Policies and Procedures. Review, revise and submit all Policies and Procedures, by **November 30th**. The updated Policies and Procedures must be submitted to Hffdeliverables@ounce.org.

Attachment 1 - Financial Compliance CF 1120 FY 25-26 is hereby deleted in its entirety and replaced with **Attachment 1 - Financial Compliance CF 1120** for FY 2026-2027 with revised language.

Attachment 3a- Initial Budget and Revenue Summary FY 25-26 is hereby deleted in its entirety and replaced with **Attachment 3a** - Budget and Revenue Summary for FY 2026-2027.

Attachment 6- Civil Rights Compliance Checklist FY 25-26 is hereby deleted in its entirety and replaced with **Attachment 6- Civil Rights Compliance Checklist** for FY 2026-2027.

Attachment 7 - Single-Point-of-Contact Information FY 25-26 is hereby deleted in its entirety and replaced with **Attachment 7 - Single-Point-of-Contact Information** for FY 2026-2027.

Attachment 8 -Organizational Chart FY 25-26 is hereby deleted in its entirety and replaced with **Attachment 8 -Organizational Chart** for FY 2026-2027.

Attachment 12 - Executive Compensation Annual Report FY 25-26 is hereby deleted in its entirety and replaced with **Attachment 12 - Executive Compensation Annual Report** for FY 2026-2027.

Attachment 22 - Information Resource Request Form FY 25-26 is hereby deleted in its entirety and replaced with a revised Attachment 22 - Information Resource Request Form FY 26-27 for FY 2026-2027.

Attachment 23 - Protocol for Purchase of Property FY 25-26 is hereby deleted in its entirety and replaced with a revised Attachment 3- Protocol for Purchase of Property FY26-27 for FY 2026-2027.

Attachment 32 - Affidavit of Good Moral Character CF 1649 is hereby deleted in its entirety and replaced with a revised **Attachment 31 - Affidavit of Good Moral Character** CF 1649 2.2025 (attachment number corrections) for FY 2026-2027.

Contribution letters of Support for FY 2026-2027.

By signing this Subcontract, the parties agree that they have read and agree to the entire Subcontract, as described in Section 1.4 hereof.

In witness thereof, the parties hereto have caused this **31** page Subcontract to be executed by their undersigned officials as duly authorized.

Polk County, a political subdivision of the State of Florida.:

Signed by: _____

Name:_____

Title:_____

Date: _____

Provider Fiscal Year Ending Date: June 30, 2027_

FEIN #: 59-6000809__

Healthy Families Florida

Signed by: _____

Name: Rebekkah Sheetz_____

Title: Executive Director_____

Date:_____

Ounce of Prevention Fund of Florida

Signed by: _____

Name: Jennifer Ohlsen_____

Title: President/CEO_____

Date: _____

ATTACHMENT 1
FINANCIAL COMPLIANCE

The administration of resources awarded by the Department to the Provider may be subject to audits as described in this Attachment.

1. MONITORING

1.1. In addition to reviews of audits conducted in accordance with 2 CFR §§200.500- 200.521 and §215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management, and programmatic requirements. Monitoring or oversight reviews include on-site visits by Department staff, agreed-upon-procedures engagements as described in 2 CFR §200.425, or other procedures. By entering into this agreement, the Provider shall comply and cooperate with any monitoring or oversight reviews deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Provider is appropriate, the Provider shall comply with any additional instructions provided by the Department regarding such audit. The Provider shall comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Inspector General, the state's Chief Financial Officer or the Auditor General.

2. AUDITS

2.1. Part I: Federal Requirements

2.1.1. This part is applicable if the Provider is a state or local government, or a nonprofit organization as defined in 2 CFR §§200.500-200.521.

2.1.2. In the event the Provider expends $750,000 ($1,000,000 for fiscal years beginning on or after October 1, 2024) or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§200.500-200.521. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Provider expends less than $750,000 ($1,000,000 for fiscal years beginning on or after October 1, 2024) in federal awards during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-federal resources. In determining the federal awards expended during its fiscal year, the Provider shall consider all sources of federal awards, including federal resources received from the Department of Children & Families, federal government (direct), other state agencies, and other non-state entities. The determination of amounts of federal awards expended shall be in accordance with guidelines established by 2 CFR §§200.500-200.521. An audit of the Provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

2.1.3. The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

2.2. Part II: State Requirements

2.2.1. This part is applicable if the Provider is a non-state entity as defined by §215.97(2), F.S.

2.2.2. In the event the Provider expends $750,000 or more in state financial assistance during its fiscal year, the Provider must have a state single or project-specific audit conducted in accordance with §215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and itcontract manager. In the event the Provider expends less than $750,000 in state financial assistance during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract

manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-state resources. In determining the state financial assistance expended during its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2.2.3. In connection with the audit requirements addressed in the preceding paragraph, the Provider shall ensure that the audit complies with the requirements of §215.97(8), F.S. This includes submission of a financial reporting package as defined by §215.97(2), F.S., and Chapters 10.550 or 10.650, Rules of the Auditor General.

2.2.4. The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

2.3. Part III: Report Submission

2.3.1. Audit reporting packages (including management letters, if issued) required pursuant to this agreement shall be submitted to the Department within 30 (federal) or 45 (state) days of the Provider's receipt of the audit report or within nine months after the end of the Provider's audit period, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

2.3.1.1. The Contract Manager for this contract (1 electronic copy, 1 hard copy and management letter, if issued):

OPFF/Healthy Families Florida
Attn: Suzie Godfrey
111 North Gadsden Street
Tallahassee, FL 32301
Email address: sgodfrey@ounce.org

2.3.1.2. Department of Children & Families, Office of the Inspector General, Single Audit Unit HQW.IG.Single.Audit@myflfamilies.com.

2.3.1.3. Reporting packages required by **Part I** of this attachment shall be submitted, when required by 2 CFR §200.512 (d), by or on behalf of the Provider directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System, located at: https://www.fac.gov/, and other federal agencies and pass-through entities in accordance with 2 CFR §200.512.

2.3.1.4. Reporting packages required by **Part II** of this agreement shall be submitted by or on behalf of the Provider directly to the state Auditor General (one paper copy and one electronic copy) at:

Auditor General
Local Government Audits/251
Claude Pepper Building, Room 401
111 West Madison Street Tallahassee, Florida 32399-1450
Email address: flaudgen_localgovt@aud.state.fl.us.

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

2.3.2. When submitting reporting packages to the Department for audits done in accordance with 2 CFR §§200.500-200.521, or Chapters 10.550 (local governmental entities), or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, the Provider shall include correspondence from the auditor indicating the date the audit report package was delivered to the Provider. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the Provider must be indicated in correspondence submitted to the Department in

accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

2.3.3. Certifications that audits were not required shall be submitted within 90 days of the end of the Provider's audit period.

2.3.4. Any other reports and information required to be submitted to the Department pursuant to this attachment shall be done so timely.

2.4. Record Retention

The Provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The Provider shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

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Ounce of Prevention Fund of Florida
Healthy Families Florida
Budget and Revenue Summary

Funding Period: 7/1/2026 - 6/30/2027		FY 2026-2027				
Lead Entity: Polk County, a political subdivision of the State of Florida						
Project Name: HF Polk						
Contract#: 25-31-05						
Categories and Line Items	**Total Cost of Program**	**HFF Grant**	**Cash Contrib.**	**In-kind Contrib.**	**OTHER Contrib.**	**Budget Narrative**
Direct Expenses						
A. Salaries and Wages						
1. Program Manager (1FTE)	**$115,141.00**	$115,141.00	$0.00	$0.00	$0.00	1 FTE @ 115,141
2. Supervisor (5 FTEs)	**$277,583.00**	$277,583.00	$0.00	$0.00	$0.00	HHF: 2 FTE @ $52,412 = $104,824 + 1 FTE @ $58,065 + 2 FTE @ $57,347/each = $114,694
4. FES's (4 FTE)	**$172,172.00**	$88,510.00	$83,662.00	$0.00	$0.00	HFF = 2 FTE @ $44,255/each = $88,510 CASH= 2 FTE @ $41,831/each = $83,662
5. FSES's I (16FTEs)	**$643,977.00**	$323,079.00	$0.00	$0.00	$320,898.00	HFF: 8 FTE @ $323,079 total OTHER: 8 FTE @ $320,898 total
6. FSES's II (7 FTEs)	**$289,262.00**	$289,262.00	$0.00	$0.00	$0.00	HFF 2 FTE @ $37,936/each = $75,872 + 3 FTE @ $39,407/each = $118,222 + 1 FTE @ $42,109 + 1 FTE @ $53,059
7. FSES's III (3 FTE's)	**$144,725.00**	$144,725.00	$0.00	$0.00	$0.00	HFF:1 FTE @ $44,680 + 1 FTE @ $48,582 + 1 FTE @ $51,463
8. Secretary I (3 FTE's)	**$117,326.00**	$0.00	$117,326.00	$0.00	$0.00	CASH: 1 FTE @ $36,501 + 1 FTE @ $39,148 + 1 FTE @ $41,677
9. Adm. Coordiantor (1 FTE)	**$48,583.00**	$0.00	$0.00	$0.00	$48,583.00	OTHER:1 FTE @ $48,583
10. Clinical Manager/Supervisor (1 FTE)	**$76,797.00**	$0.00	$0.00	$0.00	$76,797.00	OTHER:1 FTE @ $76.797
11 Clinician (1 FTE)	**$68,366.00**	$0.00	$0.00	$0.00	$68,366.00	OTHER:1 FTE @ $68,366
12. APM (Program Supervisor (2 FTE)	**$120,400.00**	$0.00	$120,400.00	$0.00	$0.00	CASH: 1 FTE @ $60,018 + 1 FTE @$60,382
Subtotal Salaries and Wages	**$2,074,332.00**	**$1,238,300.00**	**$321,388.00**	**$0.00**	**$514,644.00**	
B. Payroll Taxes and Benefits (%)	**$1,116,478.00**	$0.00	$0.00	$0.00	$1,116,478.00	44 FTE total - FICA: $158,686 + Retirement: $291,723 + Health: $663,957 + Life: $968 + LTD: 1144
C. Program Consultants and Contractual						
1. Background/Fingerprinting/ Screening	**$696.00**	$696.00	$0.00	$0.00	$0.00	HFF - 6 Background Screens @ $65=$390 + 6 Fingerprint @ $13.68=$82.08 + 5 Background Screen Renewal @ $44.66=$223.30 Total = $695.38, rounded to $696
2. Pre-Employment Screening	**$1,500.00**	$0.00	$1,500.00	$0.00	$0.00	CASH - Basic Screen=$77, Motor Vehicle=$8, County Criminal Check=$20, Admin Fees = $20, total of $125/person x 12 people = **$**1500
3. Information Technology related charges	**$176,440.00**	$96,240.00	$24,060.00	$0.00	$56,140.00	IT Maintenance and Services (Internet, Outlook, helpdesk, etc.) HFF: 24 employees x $4010 = $96,240 CASH: 6 employees x $4010 = $24,060 OTHER: 14 employees x $4010 = $56,140
Subtotal Program Consultants & Contractual	**$178,636.00**	**$96,936.00**	**$25,560.00**	**$0.00**	**$56,140.00**	
D. Other Consultants and Contractual						
1. Legal	**$0.00**	$0.00	$0.00	$0.00	$0.00	
2. Audit	**$0.00**	$0.00	$0.00	$0.00	$0.00	
3. Accounting	**$0.00**	$0.00	$0.00	$0.00	$0.00	
4. Deaf and Hard of Hearing Services / Interpreting Services	**$0.00**	$0.00	$0.00	$0.00	$0.00	
Subtotal Other Consultants and Contractual	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
E. Participant Educational Materials						
1. Safety Items	**$3,812.00**	$2,612.00	$1,200.00	$0.00	$0.00	**HFF** - 10 (16-pk) Childproof Doorlocks @ $23.31 each=$233.10; 40(2-pk) Wall Socket Covers @ $6.90 each=$276.00; 10 (2-pk) Toilet Seat Locks @ $13.99 each=$139.90; Stove Covers, 20 @ $7.99 each=$159.80; Door Knob Covers, 33 (3-pk) @ $3.99 each=$131.67; Baby Gates, 19 @ $47.89 each=$909.91; Cabinet Latches, 15 (14-pk) @ $13.99 each=$209.85; Smoke Detectors, 60 @ $9.20 each=$552.00. Total=$2,612 Rounded **CASH**- 10 (16-pk) Childproof Doorlocks @ $23.31 each=$233.10; 40(2-pk) Wall Socket Covers @ $6.90 ea=$276.00; 10 (2-pk) Toilet Seat Locks @ $13.99 each=$139.90; Stove Covers, 20 @ $7.99 each=$159.80; Door Knob Covers 35 3-pk @ $3.99 each=$139.65; Cabinet Latches, 18 14-pk @ $13.99 each=$251.82 Total = $1,200 Rounded
2. Parent Education Materials	**$2,144.00**	$2,144.00	$0.00	$0.00	$0.00	Active Parenting Workbooks: 60 @ $24.15=$1,448.70, rounded to $1,449 1- Active Parenting Training Manual for staff=$70; Pamphlets in reference to Parenting, Child Abuse and Child Sexual Abuse Prevention, Mental Health, Stress Management and Family Violence Prevention 500 @ $1.25=$625 Total = $695
3. Children's Books	**$1,750.00**	$1,750.00	$0.00	$0.00	$0.00	HFF - Children's Books: 175, 3-packs @ $10=$1,750
4. Developmental Toys	**$2,097.00**	$2,097.00	$0.00	$0.00	$0.00	HFF - Wooden-Peg Baby Puzzles 100 @ $6.99=$699 + Developmental Toys: 200 @ $6.99 = $1,398 = 2097
5. Other	**$0.00**	$0.00	$0.00	$0.00	$0.00	
Subtotal Participant Educational Materials	**$9,803.00**	**$8,603.00**	**$1,200.00**	**$0.00**	**$0.00**	
F. Consumable Program Supplies	**$3,757.00**	$3,757.00	$0.00	$0.00	$0.00	Paper plates 20 4-packs @ $26.85=$537; 20 12oz foam cups (100 ct) @ $25=$500, 10 25-pk plastic cutlery @ 40=$400 Total = $1,437; 10 boxes 12-ct (4oz) glue @ $12=$120; 40 pack 200 sheets heavy duty construction paper @ $20=$800; 20 24-pk crayons @ $30=$600; 20 24-pk color pencils=$800 Total = $2,320
G. Other-Assistance to Participants						
1. Education/Testing/Job Training Fees	**$0.00**	$0.00	$0.00	$0.00	$0.00	
2. Transportation	**$3,750.00**	$3,750.00	$0.00	$0.00	$0.00	75 uber cards @ $50/each = $3750

3. Participant Inventives	$3,750.00	$3,750.00	$0.00	$0.00	$0.00	75 Walmart Gift Cards (restricted from Alcohol/ Tobacco/Food/Firearms) x $25/each = $1875 + 75 Wawa Gift Cards (restricted to Gas Only) x $25/each = $1875 for a Grand Total of $3750 HV Completion 3 cards per 4 teams per 1 month = 144 cards with 6 for additional completions
4. Emergency Assistance	$0.00	$0.00	$0.00	$0.00	$0.00	
5. Car Seats, Pak-N-Play, Diapers and Wipes	$9,550.00	$9,550.00	$0.00	$0.00	$0.00	**HFF**: 5,000 Diapers (including pull-ups) @ .41/each=**$2,050** + 18 15-pack flip-top wipes @ $30/box = **$540** + 5 Booster Seats @ $120/each = **$600** + 19 Infant Car Seats @ $120/each = **$2,280** + 20 Pak-N-Play @ $45/each = **$900** + 20 Car Seats @ $159/each = **$3,180** = $9,550
6. Other	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	**OTHER**: Client Supplies-Baby Gift Bag Favors; Mini Keychains 20 each, 12-pk @ $18.99=$379.80; Mini Booklets, 200 @ $4.99=$998; Party Favors, 100-piece, 3 each @ $59.99=$179.97; Rattle & Teether Toy 200 @ $6.98=$1,396; Sticker Activity Book 200 @ $2.50=$500; Sensory Balls, 74 @ $20.89 each=$1,545.86; Total = $5,000 Rounded
Subtotal Assistance to Participants	**$22,050.00**	**$17,050.00**	**$0.00**	**$0.00**	**$5,000.00**	
H. Office Expenses						
1. Telephone	$26,061.00	$26,061.00	$0.00	$0.00	$0.00	HFF: 4 Fax Lines @ $91.50 per line=$366 + 44 Cell Phones @ $486 per phone=$21,384 + 44 Landline Phones @ $69 per phone=$3036 + Repairs, upgrades, accessories @ $1275 = $26,083 total (all phones are 100% HFF usage)
2. Utilities	$0.00	$0.00	$0.00	$0.00	$0.00	
3. Postage and Shipping	$1,205.00	$1,205.00	$0.00	$0.00	$0.00	HFF: Stamps, Mailing of Client Contact Letters, shipping, etc. $100.41/month x 12 = $1205 (rounded)
4. Supplies	$9,942.00	$1,050.00	$8,892.00	$0.00	$0.00	HFF: General Office Supplies @ $87.5/month x 12 = $1050 CASH: General Office Supplies @ $741/month x 12 = $8892
5. Copying	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	HFF: 80 cases Copy Paper @ $50 rounded = $4000
Subtotal Office Expenses	**$41,208.00**	**$32,316.00**	**$8,892.00**	**$0.00**	**$0.00**	
I. Operating Capital Outlay						
1. Machinery & Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	
2. Computers & Software	$5,795.00	$5,795.00	$0.00	$0.00	$0.00	**HFF**: 18 Adobe Pro Licenses @ $99.72 = $1,795 (rounded) + smart tv for conference room approx. $4000
3. Furniture	$0.00	$0.00	$0.00	$0.00	$0.00	
Subtotal Operating Capital Outlay	**$5,795.00**	**$5,795.00**	**$0.00**	**$0.00**	**$0.00**	
J. Lease/Rent						
1. Equipment	$13,865.00	$13,865.00	$0.00	$0.00	$0.00	HFF: Print charges $600 per mo*12=$7,200 + Lease of 3 copy machines @ $185.14 each per mo=$6,665.04 Total rounded = $13,865
2. Transportation	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	Loaner Vehicles from Fleet to HF Staff @ $500/quarter x 4 = $2,000 total
3. Building	$1,191.00	$1,191.00	$0.00	$0.00	$0.00	**HFF**: Minor building repairs from Facilities Maintenance, such as doors or lights, etc. = $1191
Subtotal Lease/Rent	**$17,056.00**	**$17,056.00**	**$0.00**	**$0.00**	**$0.00**	
K. Maintenance	**$0.00**	$0.00	$0.00	$0.00	$0.00	
L. Insurance	**$0.00**	$0.00	$0.00	$0.00	$0.00	
M. Staff Travel						
1. Home Visiting Travel Costs	$90,625.00	$55,625.00	$0.00	$0.00	$35,000.00	**HFF**: 29 staff-125,000 miles annually*$0.445 per mile = $55,625 **OTHER**: Grant overage (state vs. county rate) 125,000 miles*$.28 per mile=$35,000
2. Training Travel Costs	$7,800.00	$6,008.00	$0.00	$0.00	$1,792.00	**HFF**: Hotel for 1 night avg @ **$175**/night + Meals ($6 breakfast, $11 lunch, $19 dinner) @$36*2 days=**$72** + Avg round trip mileage=120 miles*$0.445 = **$53.4** = $300.4/person/trip x 20 staff = **$6008** **OTHER**: (difference state vs county rates) Meals ($4 breakfast, $8 lunch, $16 dinner) @$28*2 day=**$56** + Mileage 120 miles*$.28=**$33.6** = $89.6/person/trip x 20 staff = **$1792** Trainings will vary based upon frequency of new staff hired. Examples include HFF Family Support, Child Abuse & Neglect, Domestic Violence, Pathways to Parenthood.
3. Conference (Other) Travel Costs	$6,149.00	$4,052.00	$1,127.00	$0.00	$970.00	**HFF**: **FL Leadership Conference** - Orlando 4 staff*1 hotel night *$200/night estimate = **$800** + Meals ($6 breakfast, $11 lunch, $19 dinner) @$36*4 staff*2 days=**$288** + Avg round trip mileage=128 miles*4 staff*$0.445 per mile = **$227.84** = **$1,316** rounded **Supervisor's Summit** - Tallahassee - 3 staff*3 hotel nights*$200/night estimate = **$1800** + Meals ($6 breakfast, $11 lunch, $19 dinner) @$36*3 staff*3 days=**$324** + Avg round trip mileage=458 miles*3 staff*$0.445 per mile = **$611.43** | **$2,736** rounded Grand Total = **$4052** **CASH**: **Krimes Against Kids** - Orlando - 3 Meals @ County Rate=$10 breakfast, $19 lunch, $35 dinner=total $64 daily*.75 meals paid day of departure and return*8 staff*=$384 Avg round trip mileage=128 miles*8 staff*$0.725/mile = $743 rounded = **$1,127** **OTHER**: **FL Leadership Confer** (state vs county rate difference) Meals ($4 breakfast, $8 lunch, $16 dinner) @$28*2 days*4 staff=**$224** + Mileage 128 miles*$.28*3 staff=**$107.52** = **$333** rounded **Supervisor's Summit** (state vs county rate difference) Meals ($4 breakfast, $8 lunch, $16 dinner) @$28*3 days*3 staff=**$252** + Mileage 458 miles*$.28*3 staff=**$384.72** rounded = **$637** Grand Total = **$970**
Subtotal Staff Travel	**$104,574.00**	**$65,685.00**	**$1,127.00**	**$0.00**	**$37,762.00**	
N. Conference Registration Fees and Staff Training Registration Fees						
1. Conference Registration Fees	$0.00	$0.00	$0.00	$0.00	$0.00	
2. Staff Training Registration Fees	$13,472.00	$10,000.00	$3,472.00	$0.00	$0.00	HFF: 2 speakers for Annual Professional Staff Develolment Training for staff. Effective Communication in the WorkPlace and Under Pressure and on Purpose. J. Lenora Bresler and Dr. Kelvin Mcree. @$5000 each = $10,000; cost of training new hires approx. $3,472
Subtotal Registration Fees	**$13,472.00**	**$10,000.00**	**$3,472.00**	**$0.00**	**$0.00**	
O. Membership Fees and Subscriptions						

Ounce of Prevention Fund of Florida
Healthy Families Florida
Budget and Revenue Summary

1. HFA Affiliation Fee	**$9,500.00**	$9,500.00	$0.00	$0.00	$0.00	**HFF -** July 26-June 27 Rate = $9,500 for 29 direct service FTEs
2. Membership Fees	**$0.00**	$0.00	$0.00	$0.00	$0.00	
3. Subscriptions	**$0.00**	$0.00	$0.00	$0.00	$0.00	
SubtotalMembership Fees and Subscriptions	**$9,500.00**	**$9,500.00**	**$0.00**	**$0.00**	**$0.00**	
P. Advertising	**$880.00**	$180.00	$0.00	$0.00	$700.00	**HFF:** Brochures-3@$60 per 100=$180; **Other Funding** $700 for staff shirts and other outreach items = $880
Q. Outside Printing and Artwork	**$175.00**	$0.00	$0.00	$0.00	$175.00	**HFF**: Business Cards-10 boxes @ $17.50 per box = $175
R. Other Allowable Costs						
1. Vehicle Maintenance	**$0.00**	$0.00	$0.00	$0.00	$0.00	
Subtotal Other Allowable Costs	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
DIRECT EXPENSES TOTAL	**$3,597,716.00**	**$1,505,178.00**	**$361,639.00**	**$0.00**	**$1,730,899.00**	
Administrative Expenses						
Allocated Management and General Overhead, not to exceed 10% of HFF grant amount	**$75,320.00**	$75,320.00	$0.00	$0.00	$0.00	**HFF:** Fiscal Specialist II, .75 FTE, $56,490 + Fiscal Manager, .2 FTE, $18,830 = $75,320
GRAND TOTAL (Direct and Administrative Expenses)	**$3,673,036.00**	**$1,580,498.00**	**$361,639.00**	**$0.00**	**$1,730,899.00**	
REVENUE SUMMARY						
(List Revenue Sources)						
1. Healthy Families Florida	**$1,580,498.00**	$1,580,498.00	$0.00	$0.00	$0.00	HFF Grant: $1,446,553; non-recurring: $133,945
2. Polk County BoCC General Fund	**$2,092,538.00**	$0.00	$361,639.00	$0.00	$1,730,899.00	
Total Anticipated Revenue (Must equal Grand Totals above)	**$3,673,036.00**	**$1,580,498.00**	**$361,639.00**	**$0.00**	**$1,730,899.00**	

119.7%

DCF OFFICE OF CIVIL RIGHTS COMPLIANCE CHECKLIST

[To see "INSTRUCTIONS," click paragraph symbol ¶ on standard toolbar at top of your computer screen.]

Provider Name	County	Region/Circuit
Healthy Families Polk County BoCC	Polk	30

Corporate Mailing Address
2135 Marshall Edwards Dr.

City, State, Zip Code	Main Telephone Number
Bartow, FL 33830	863-519-2022

DCF Contract(s) Number(s)	Total Contract(s) amount $	Total amount of federal funding $	Total amount of state funding $
LJ303	$167,091,446.50	FY 25/26 = $6,176,435.53	FY 25/26 = $9,013,695.97

Are any of the contract numbers listed above a multi-year contract? If yes, state which one(s) and contract period.
LJ303 January 1, 2026 – June 30, 2031

Completed By (name and title)	Telephone Number	Date Completed
Richard L. Bradford, Equal Opportunity Administrator	863-534-6075	

PART I.

1. Describe the geographic area served and the type of service(s) provided: Polk County is located in Central Florida. It is an urban/rural mix covering 2012 square miles with 17 municipalities. The poverty level is 17% and approximately 20% of the population is without health coverage. This program will serve individuals who have mental illness/substance aubse disorders and a history of criminal justice involvement who are at risk of reoffending.

2. Population of Area Served. List source of data: 2020 Census

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male
725,046	78.80	16.20	24.60	5	51	49

3. Staff Currently Employed. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
2,425	63.42	13.98	17.81	4.79	33	67	unk

4. Number of Clients Participating or Served. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled

5. Advisory or Governing Board, if applicable.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled

PART II. (Use a separate sheet of paper for any explanations requiring more space.)

6. Compare staff composition (#3) to population of area served (#2). Is staff representative of the population served? If No or NA, please explain.	☐ Yes ☐ No ☐ NA
7. Compare client composition (#4) to population of area served (#2). Are race/sex composition representative of populations served? If NO or NA, please explain.	☐ Yes ☐ No ☐ NA
8. Do you inform employees, applicants, and clients of their protection against discrimination in employment practices and in the delivery of services? If YES, how (verbal, written, poster)? If NO or NA, please explain. verbal, written, posters	☒ Yes ☐ No ☐ NA
9. Do recruitment and notification materials advise applicants, employees and clients of your non-discrimination policy? If NO, please explain.	☒ Yes ☐ No ☐ NA
10. Do you have a grievance/complaint policy or procedure receive, investigate and resolve complaints regarding employment decisions and provision of services to clients? If NO, please explain.	☒ Yes ☐ No ☐ NA

11. Does your grievance/complaint policy or procedure notify your employees and clients of their right to file a complaint with the appropriate external agency and provide contact information for these agencies (DOJ, HHS, EEOC, DCF)? If NO, please explain.	☒ Yes ☐ No ☐ NA
12. If applicable, does your grievance/complaint policy incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of Section 504 of the Rehabilitation Act of 1973 (disability in employment practices and the delivery of services)? *[Applicable to providers with 50 or more employees and $25,000 or more in DOJ funding.]* If NO, please explain.	☐ Yes ☐ No ☒ NA

PART III. (Use a separate sheet of paper for any explanations requiring more space.)

13. Provide the number and status of any service delivery and employment discrimination complaints filed against your organization within the last 12 months. 0	
14. Have you submitted any findings of discrimination issued by a court or administrative agency to **both** the DCF Office of Civil Rights and appropriate external agency (DOJ, USDA). If NO, please explain.	☐ Yes ☐ No ☒ NA
15. Are program eligibility requirements applied to applicants and clients without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.	☒ Yes ☐ No ☐ NA
16. Are benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.	☒ Yes ☐ No ☐ NA
17. Are room assignments for in-patient services made without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain. We are a home visitation program and we do not provide housing or residential services	☐ Yes ☐ No ☒ NA
18. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, please explain. We do not have these items on site but we do have policy and procedures in place to be able to access auxiliary aids through community resources when needed.	☒ Yes ☐ No ☐ NA
19. Are the programs/facilities/services accessible to mobility, deaf or hard of hearing, and sight impaired individuals? If NO or NA, please explain.	☒ Yes ☐ No ☐ NA
20. Are Limited-English Proficient (LEP) applicants and recipients provided equal access to benefits and services, including free interpreter services? If NO or NA, please explain. List below what steps are taken to ensure meaningful access to persons with LEP (written policy, outreach, etc.). We have bilingual staff available to assist as needed.	☒ Yes ☐ No ☐ NA
21. Have you conducted a self-evaluation to identify barriers to serving individuals with disabilities or LEP? If NO or NA, please explain.	☒ Yes ☐ No ☐ NA
22. Provide the name and contact information for the individual designated as your organization's Section 504, ADA, and/or Title VI Coordinator for compliance activities.	Polk County BoCC - Richard L Bradford, Equal Opportunity Administrator, 863-534-6075; HF Polk
23. Are you providing Civil Rights training (employment and service delivery) for staff? If YES, how often? If NO or NA, please explain. List all the civil rights training provided to staff within the last 12 months. Staff complete the online HIPPA and ADA Foundations of Disability Rights upon hire and annually.	☒ Yes ☐ No ☐ NA

24. If you conduct religious activities as part of your program or services, do you: a. Provide services to everyone regardless of religion or religious belief? b. Keep religious activity such as prayer and religious instruction separate from federally funded activities? c. Are religious activities voluntary? If NO or NA to any of the questions above, please explain.	☐ Yes ☐ No ☒ NA ☐ Yes ☐ No ☒ NA ☐ Yes ☐ No ☒ NA
25. If you are a sub-recipient of *DOJ funding and operate an educational program or activity*, have you taken the following actions: a. Adopted grievance procedures that provide for prompt and equitable resolution of complaints that allege sex discrimination in violation of Title IX of the Education Amendments of 1972? b. Designated a person to coordinate compliance with Title IX? c. Notified applicants, employees, students, parents, and clients that you do not discriminate on the basis of sex in your educational programs or activities? If applicable and you answered NO to any of the questions above, please explain.	☐ Yes ☐ No ☒ NA ☐ Yes ☐ No ☒ NA ☐ Yes ☐ No ☒ NA
26. If applicable, do you have an Equal Employment Opportunity Plan (EEOP)? If you are a sub-recipient of DOJ funding, have you filed the appropriate EEOP certification with Office of Civil Rights, Office of Justice Programs? **If YES, provide a copy of the EEOP and/or certification.**	☐ Yes ☐ No ☒ NA

PART IV.

DEPARTMENT OF CHILDREN AND FAMILIES USE ONLY			
Date Received by DCF Contract Manager			Date Reviewed by Contract Manager
Contract Manager Name/Signature			Telephone Number
Is the contract information (contract number, amount of contract, etc.) correct?			☐ YES ☐ NO
Did contracted services provider answer/complete all three sections? If YES, submit to Civil Rights Officer (CRO). If NO, return to provider for completion.			☐ YES ☐ NO
Date Submitted to Civil Rights Officer (CRO)	Date Received by CRO	Date Reviewed by CRO	In Compliance? ☐ YES ☐ NO
Comments			
Type of Compliance Review: ☐ On-Site Limited Review ☐ On-Site Full Review ☐ Desk Limited Review			
Date of Compliance/No-Compliance Notice	Response Due Date		Response Received Date
Compliant? ☐ YES ☐ NO	Civil Rights Officer Name/Signature		

SINGLE-POINT-OF-CONTACT INFORMATION

Attachment 7

Instructions: Please provide the Single-Point-of-Contact information for the lead entity, project and, if applicable, one for each subcontractor.

Contract #: HF-25-31-05 Project Name: HF Polk Date Completed: 2/16/26

Name	Date SPOC training completed	Position/Title	Agency	Street Address	Mailing Address	Telephone Number	E-Mail Address
Jeraldine Bang	2/16/26	Administrative Coordinator	Healthy Families Polk	2135 Marshall Edwards Drive	2135 Marshall Edwards Drive, Bartow, FL, 33830	863-519-2022	JeraldineBang@polkfl.gov
Richard L Bradford		Equal Opportunity Administrator,	BoCC			863-534-6075	

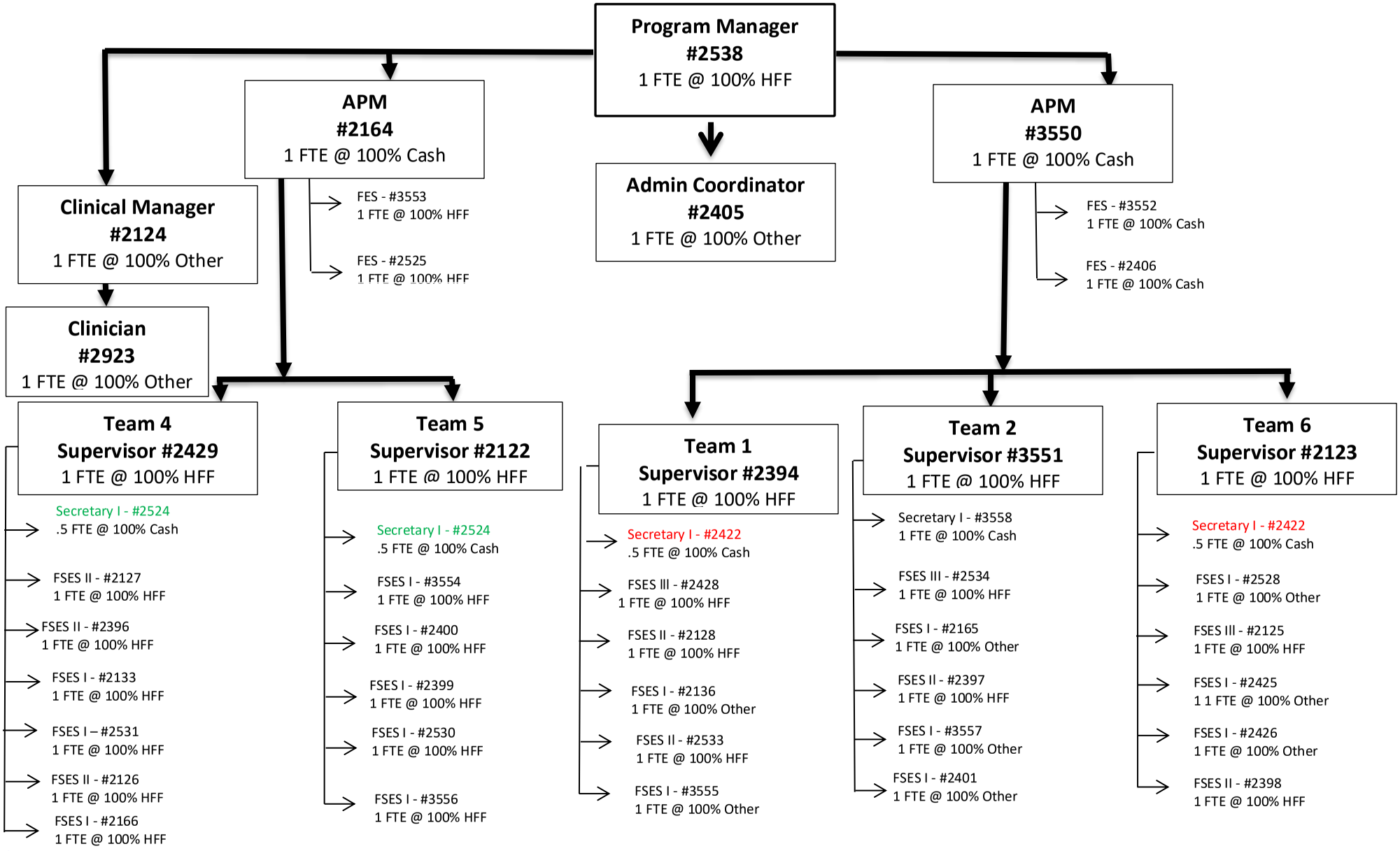
I attest that the above named staff has completed the SPOC training and the completion certificates are in their personnel file.

Program Manager/Associate Director: Shaneal Allen

Date: 4/16/26

HF Polk Grant

Attachment 8 **Fiscal Year 26-27**



Health & Human Services – Healthy Families FTE:	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23	FY24/25	FY25/26
	45.00	45.00	45.00	45.00	45.00	44.00	44.00	43.00	44.00

Executive Compensation Annual Report

Instructions: Upon entering into a contract with the Department of Children and Families (Department), and annually by May 1 of each year, providers in a contract with the Department must complete Sections 1 and 2 of this form, and Section 3 if required. Completion of this document is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) and Executive Order 20-44. All references to entity or contract(s) in Sections 2 and 3 shall refer to the Entity and Contract(s) identified in Section 1. Upon completion submit this form to the relevant Department Contract manager(s).

Section 1: Attestation

I swear (or affirm) to my authority to make binding representations on behalf of the entity listed below, the information contained in this document is accurate and complete to the best of the below-listed entity's knowledge, and both I and the below-listed entity intend the Department rely upon the information contained in this document.

Polk County Board of County Commissioners
Entity Name

LJ959 HF Polk #25-30-05
Department Contract Numbers

JBN5EHFNGUG9
UEID Number

William D. Beasley
Printed Name of Authorized Person

Signature of Authorized Person

5/13/2026
Date

STATE OF FLORIDA
COUNTY OF Polk

Sworn to (or affirmed) before me by means of ☑ physical presence or ☐ online notarization, this 13th day of May, 20 26, by William D. Beasley

Stacy Lynn Craver
Signature of Notary Public- State of Florida

Notary Public State of Florida
Stacy Lynn Craver
My Commission HH 644108
Expires 2/24/2029

Personally Known OR Produced Identification
Type of Identification Produced: _____

Section 2: Qualifying Questions

1) Did one or more of the contract(s) result from the Entity being named in federal law or Florida Statutes (substantive or appropriation) as the required recipient of a single source, public-private agreement?

☐ Yes ▣ No

2) During the preceding fiscal year, did the Entity receive 50% or more of its budget from either the State of Florida or from a combination of State and Federal funds?

☐ Yes ▣ No

3) During the preceding fiscal year, did the Entity: (a) receive more than $25 million in total federal funding, (b) the federal funds so received accounted for more than 80% of the Provider's annual gross revenue, and (c) was the compensation of top five executives for the preceding fiscal year not available publicly?

☐ Yes ▣ No

If the answer to **any** question in this section is Yes, you must proceed to and complete **Section 3**. Otherwise, submit this form to your relevant Department Contract Manager.

Section 3: Annual Executive Compensation Report

Attach the latest copy of the Entity's most recent IRS Form 990 and complete the following. If the IRS 990 form is unavailable for the last fiscal year, please explain why:

List the Entity's current directors, board members, chief executive officer, chief financial officer, chief operating officer, and any other person performing equivalent functions by their title, total annual compensation, and the percentage of compensation from state (FL %) or federal (Fed %) allocations. If any executive compensation changes prior to the next annual report, the Entity must submit an updated version of this report with those changes, and their total annual compensation. Total annual compensation includes salary, bonuses, cashed-in-leave, cash equivalents, paid personal leave, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout [see also 17 CFR 229.402(c)(2)]. Include the percentage of the total compensation directly from the state or federal allocations to the contracted entity. If any of the above-listed persons also receive compensation from organizations that: (a) created or were created by the Entity; (b) that were created by any of the above-listed persons whose compensation therefrom also derives from state or federal allocations; or (c) contract with the Entity, then identify the organization(s), their relationship with the Entity or the above listed person, and that person's annual compensation from each such organization, and the percentage of that compensation from state (FL %) or federal (Fed %) allocations. The Entity is not required to disclose the additional compensation a person receives from organizations that contract with the Entity if the above listed person was identified solely upon the person's status as an uncompensated member of the Entity's board of directors, whatever the person's actual title in the organization.

Name	Title	Total Annual Compensation	FL %	Fed %	FL & Fed % (Total)

OFFICE OF CHILD AND FAMILY WELL-BEING
INFORMATION RESOURCE REQUEST (IRR)

To: Florida Department of Children and Families Office of Child and Family Well-Being 2415 N Monroe St., Suite 400 Tallahassee, FL 32303	**Provider Name**	The Ounce of Prevention Fund of Florida HFF - HF Site Name #25-31-__
	Address	325 John Knox Road Building L, Suite 200 Tallahassee, FL 32303

- **Attach Vendor Quotes**
- **3 Year warranty on all computers**
- **All computers require Endpoint encryption software**
- **Quotes must be for the number of items requested**
- **Ensure no taxes are included**

1. What the issue is, ie; what we are trying to accomplish:
2. How we propose to fix the issue, i.e., the product and why we selected it. If possible, how it will work with existing systems.
3. Where will the items be installed/used?
4. If replacing hardware, what will happen to what is replaced? Surplus? Re-deployed?
5. What will the impact to the Department be if the items aren't approved?

Site Representative Requesting Approval		**Date**	
OPFF Representative Requesting Approval		**Date**	
IRR Approval #:	_____	**Valid Until**	

PRODUCT COSTS (LIST EACH ITEM SEPARATELY)						
Qty	**Make**	**Model**	**Description**	**Vendor**	**Unit Price**	**Total Price**
				TOTAL PRODUCTS COST		**$**

OFFICE OF CHILD AND FAMILY WELL-BEING
INFORMATION RESOURCE REQUEST (IRR)

SUPPORT COSTS (N/A IF NON-APPLICABLE)	
Installation	$
Training	$
Maintenance	$
Shipping / Handling	$
TOTAL SUPPORT COST	**$**
ALL TOTAL	**$**

FOR DEPARTMENT USE ONLY					
Contract Manager		Approved (Y or N)		Date	

HEALTHY FAMILIES FLORIDA
An affiliate of Healthy Families America®

Protocol for the Purchase of Property Purchased with HFF Grant Funding

Protocol for the Purchase of Property

All technology, furniture and phones purchased with HFF Grant funds must be pre-approved by the Department of Children and Families (Department). If a technology/furniture/phone purchase is made without Department approval the cost will not be reimbursed. Once an approved IRR is sent to the site the purchase must be made within 30 days or the IRR is invalid. DCF now requires that the order confirmation for the approved IRR items be sent to sgodfrey@ounce.org within 28 days of the IRR approval date. All approved purchases made between April and June must be made, delivered, installed, paid for and invoiced no later than the June invoice. If the payment is made after June 30th, the cost will not be reimbursed by the Department or OPFF.

A formal contract/amendment is required prior to the purchase of any property item not specifically listed in the approved budget. The amendment must be approved by the Department prior to execution by the parties. Once the Department receives the executed amendment, then the IRR may be sent to the Department. The IRR and quotes must be submitted to the contract specialist at sgodfrey@ounce.org.

The contract specialist will review the request and then send it to management for review. If the documentation is in order, it is sent back to the contract specialist and the contract specialist will submit the IRR and quotes to the Department contract manager for approval. If modifications are necessary, the contract specialist will contact the staff person who submitted the request. Upon Department approval, the contract specialist will notify the site. The site must not make any purchase until the contract specialist has emailed final Department approval to the staff person who submitted the request.

Ensure that all technology/furniture/phones purchased with HFF Grant funds are sufficiently covered by your insurance policy for replacement value. If technology/furniture/phones purchased with HFF Grant funds is destroyed, stolen or lost, there must be sufficient insurance coverage to replace the item at no additional cost to HFF.

Obtaining Approval to Purchase Technology Equipment Using Ounce of Prevention/HFF Grant Funds

All sites must submit an Information Resource Request (IRR) form and quotes (using the least expensive options available) for each type of technology/equipment/furniture/phone being requested to the contract specialist sgodfrey@ounce.org.

All quotes must:

1. Show all detailed equipment specifications for each piece of technology listed on the quote
2. Number of each type of item requested (if you want 5 desktops and 3 laptops the quotes must reflect those numbers)
3. Required 3-year warranty (what the coverage includes) on all computers
4. Required 3-year license for Endpoint encryption software on all laptop computers
5. Legible vendor contact information, link to the item and the date quote was pulled

6. Quotes should be locked in for at least 30 days to allow time for the approval process,
7. Ensure that the quotes are legible and clear when submitted
8. Saved in the following format "name of site, name of vendor and type of equipment"

An IRR is not needed to purchase a mouse, flash drive or keyboard (unless the items are specialized or cost is higher than a basic model). The purchase request must be for the lowest priced item. The site's budget must include sufficient funds for the full purchase price prior to submitting a request. The last date to request an IRR for the fiscal year will be noted during the lapse planning time frame, unless a different time frame is specified by DCF**.**

An IRR is needed for purchasing:

1. Any type of technology regardless of cost. Examples include but are not limited to:
   a. Computers (Desk or Laptop)
   b. Monitors
   c. Tablets
   d. Docking Stations
   e. DVD players
   f. Televisions
   g. Projectors
   h. Cameras
   i. Phones
   j. Digital storage devices
   k. Specialized keyboards
   l. Headsets
   m. Web cameras
2. **Any** software other than Microsoft Office Suite or basic Adobe
3. **Licenses** (Computer / Digital / Virtual Meeting)
4. **Furniture** - Examples include but are not limited to:
   a. **Desk** (Regular / Module / Stand -up)
   b. **Chairs** (Desk, Office, conference)
   c. **Cabinets** (file / storage / other)
   d. **Tables** (End tables/conference/other)
   e. Module walls
   f. Bookshelf
   g. Specialized furniture
5. Items with a purchase price, **or** value of $1,000 or more
6. Items that have a life of 12 months **or** longer

Installation/Assembly Fees – If using HFF Grant funds, this type of expense must also be included on the IRR along with quotes in section B located on page 2.

All items purchased using HFF Grant funds must have a property inventory tag and be listed on the Cumulative Property Inventory.

For equipment or items not listed above, contact Suzie Godfrey at 850-782-4038 or email sgodfrey@ounce.org for verification that the items are allowable prior to purchasing any of these items. If you purchase before receiving an approved IRR DCF will ***not*** reimburse that expense and the lead agency must cover the expense.

For additional information or support please contact:
Suzie Godfrey - sgodfrey@ounce.org - 850-782-4038

AFFIDAVIT OF GOOD MORAL CHARACTER

State of Florida County of _____

Before me this day personally appeared _____ who, being duly
(Applicant's/Employee's Name)
sworn, deposes and says:

As an applicant for employment with, an employee of, a volunteer for, or an applicant for certification with _____, I affirm and attest under penalty of perjury that I meet the moral character requirements for employment, as required by the Florida Statutes and rules, in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contender or guilty to or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

	Relating to:
Section: 39.205	failure to report child abuse, abandonment, or neglect
Section: 393.135	sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
Section: 394.4593	sexual misconduct with certain mental health patients and reporting of such sexual misconduct
Section: 414.39	fraud, if the offense was a felony
Section: 415.111	adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
Section: 741.28	criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
Section: 777.04	attempts, solicitation, and conspiracy to commit an offense listed in this subsection
Section: 782.04	murder
Section: 782.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
Section: 782.071	vehicular homicide
Section: 782.09	killing an unborn child by injury to the mother
Chapter: 784	assault, battery, and culpable negligence, if the offense was a felony
Section: 784.011	assault, if the victim of the offense was a minor
Section: 784.021	aggravated assault
Section: 784.03	battery, if the victim of the offense was a minor
Section: 784.045	aggravated battery
Section: 784.075	battery on staff or a detention or commitment facility or on a juvenile probation officer
Section: 787.01	kidnapping
Section: 787.02	false imprisonment
Section: 787.025	luring or enticing a child
Section: 787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
Section: 787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
Section: 787.06	human trafficking
Section: 787.07	human smuggling
Section: 790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
Section: 790.115(2) (b)	possessing an electric weapon or device, destructive device, or other weapon on school property
Section: 794.011	sexual battery
Former Section: 794.041	prohibited acts of persons in familial or custodial authority
Section: 794.05	unlawful sexual activity with certain minors
Section: 794.08	relating to female genital mutilation
Chapter: 796	prostitution
Section: 798.02	lewd and lascivious behavior
Chapter: 800	lewdness and indecent exposure
Section: 806.01	arson

CONTINUED ON NEXT PAGE

CF 1649, February 2025 (Obsoletes previous editions which may not be used)

Section: 810.02	burglary
Section: 810.14	voyeurism, if the offense is a felony
Section: 810.145	video voyeurism, if the offense is a felony
Chapter 812	relating to theft, robbery, and related crimes, if the offense was a felony
Section: 817.563	fraudulent sale of controlled substances, only if the offense was a felony
Section: 825.102	abuse, aggravated abuse, or neglect of an elderly person or disabled adult
Section: 825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
Section: 825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
Section: 826.04	incest
Section: 827.03	child abuse, aggravated child abuse, or neglect of a child
Section: 827.04	contributing to the delinquency or dependency of a child
Former Section: 827.05	negligent treatment of children
Section: 827.071	sexual performance by a child
Section: 831.311	unlawful sale, manufacture, alteration, delivery, uttering, or possession of counterfeit-resistant prescription blanks for controlled substances
Section: 836.10	written or electronic threats to kill, do bodily injury, or conduct a mass shooting or an act of terrorism
Section: 843.01	resisting arrest with violence
Section: 843.025	depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
Section: 843.12	aiding in an escape
Section: 843.13	aiding in the escape of juvenile inmates in correctional institution
Chapter: 847	obscene literature
Section: 859.01	poisoning food or water
Section: 873.01	prohibition on the purchase or sale of human organs and tissues
Section: 874.05	encouraging or recruiting another to join a criminal gang
Chapter: 893	drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor
Section: 916.1075	sexual misconduct with certain forensic clients and reporting of such sexual conduct
Section: 944.35(3)	inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
Section: 944.40	escape
Section: 944.46	harboring, concealing, or aiding an escaped prisoner
Section: 944.47	introduction of contraband into a correctional facility
Section: 985.701	sexual misconduct in juvenile justice programs
Section: 985.711	contraband introduced into detention facilities

THE FOLLOWING APPLIES ONLY TO THOSE APPLICANTS FOR POSITIONS REQUIRED TO BE SCREENED UNDER SECTION 408.809, FLORIDA STATUTES:

In addition to the Chapter 435, F.S. listed offenses the following offenses are also applicable for any licensure or employment required in the applicable statutes.

	Relating to:
Chapter: 408	felony offenses contained in Chapter 408
Section: 409.920	Medicaid provider fraud
Section: 409.9201	Medicaid fraud
Section: 741.28	domestic violence
Section: 777.04	attempts, solicitation, and conspiracy to commit an offense listed in this subsection
Section: 784.03	battery, if the victim is a vulnerable adult as defined in s. 415.102 or a patient or resident of a facility licensed under chapter 395, chapter 400, or chapter 429
Section: 817.034	fraudulent acts through mail, wire, radio, electromagnetic, photoelectronic, or photooptical systems
Section: 817.234	false and fraudulent insurance claims
Section: 817.481	obtaining goods by using a false or expired credit card or other credit device, if the offense was a felony
Section: 817.50	fraudulently obtaining goods or services from a health care provider
Section: 817.505	patient brokering
Section: 817.568	criminal use of personal identification information
Section: 817.60	obtaining a credit card through fraudulent means
Section: 817.61	fraudulent use of credit cards, if the offense was a felony
Section: 831.01	forgery
Section: 831.02	uttering forged instruments
Section: 831.07	forging bank bills, checks, drafts or promissory notes
Section: 831.09	uttering forged bank bills, checks, drafts, or promissory notes
Section: 831.30	fraud in obtaining medicinal drugs
Section: 831.31	the sale, manufacture, delivery, or possession with the intent to sell, manufacture, deliver any counterfeit controlled substance, if the offense was a felony
Section: 895.03	racketeering and collection of unlawful debts
Section: 896.101	the Florida Money Laundering Act

CONTINUED ON NEXT PAGE

I also affirm that I have not been designated as a sexual predator pursuant to s. 775.21; a career offender pursuant to s. 775.261; or a sexual offender pursuant to s. 943.0435, unless the requirement to register as a sexual offender has been removed pursuant to s. 943.04354.

SIGNATURE OF AFFIANT:_____

I understand that I must acknowledge the existence of any applicable criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged.

SIGNATURE OF AFFIANT:_____

I understand that, while employed or volunteering at _____in any position that requires background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one business day of such arrest or charge. Failure to do so could be grounds for termination.

SIGNATURE OF AFFIANT:_____

CONTINUED ON NEXT PAGE

I attest that I have read the above carefully and state that my attestation here is true and correct that **my record does not contain any of the above listed offenses.** I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE OF AFFIANT:_____

Sign Above OR Below, DO NOT Sign Both Lines

To the best of my knowledge and belief, **my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record.** (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF AFFIANT:_____

Sworn to and subscribed before me this _____day of _____, 20___.

_____
SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Check one)

☐ Affiant personally known to notary

OR

☐ Affiant produced identification
Type of identification produced:_____

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POLK COUNTY

HEALTH AND HUMAN SERVICES DIVISION

April 14, 2026

The Ounce of Prevention Fund of Florida
Healthy Families Florida
111 North Gadsden Street, Suite 200
Tallahassee, FL 32301-1507

To Whom It May Concern:

The State Fiscal Year 2025/2026 contract between the Ounce of Prevention Fund of Florida/Healthy Families Florida and the Polk County Board of County Commissioners will be presented to the Board after July 15, 2026.

The contract provides as follows:

$361,639.00 Polk County cash match

$1,730,899.00 Polk County other funding

The matching and other funding will be used to support salaries, wages, payroll taxes, benefits and other expenses not paid through Healthy Families Florida.

This approval is pending final approval and execution of the contract by the Polk County Board of County Commissioners.

Sincerely,

Marcia Andresen

Director

Agenda Item R.21. 6/16/2026

SUBJECT

Resolution to approve the 2026-2027, 2027-2028, 2028-2029 Local Housing Assistance Plan (LHAP) for the State Housing Initiatives Partnership (SHIP) Program. (No fiscal impact).

DESCRIPTION

In accordance with Chapter 420, Part VII, Florida Statutes, which governs the State Housing Initiatives Partnership (SHIP) Program, Polk County is required to prepare and submit a Local Housing Assistance Plan (LHAP) every three years. The LHAP establishes the County's housing assistance strategies and projected accomplishments for State Fiscal Years 2026-2027 through 2028 -2029 ensuring continued compliance with program requirements and eligibility for SHIP funding. The proposed LHAP maintains the County's existing housing strategies with revisions to certain program policies. Notable updates include modifications to the allowable expenditure limits for mobile home assistance activities. The SHIP program is anticipated to provide approximately $4.6 million annually. The Affordable Housing Advisory Committee (AHAC) reviewed and recommended the LHAP on April 16, 2026.

RECOMMENDATION

For the Board to approve the FY 2026-2027, 2027-2028, 2028-2029 Local Housing Assistance Plan and direct the Housing and Neighborhood Development Office to transmit the plan to the Florida Housing Finance Corporation for approval.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Jennifer Cooper, Manager
Housing & Neighborhood Development
JenniferCooper@polkfl.gov

Phone: (863) 534-5209

Exhibit D
67-37.005(1), F.A.C.
2026

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: Polk County

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (ACFR). An electronic copy of the ACFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

_____ _____
Witness Chief Elected Official or designee

_____ Martha Santiago, Ed. D., Madam Chair
Witness Type Name and Title

_____
Date

OR

_____
Attest: (Seal)

Florida Housing

POLK COUNTY

Health & Human Service Division, Housing & Neighborhood Development Office

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2026-2027, 2027-2028, 2028-2029

Florida Housing

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A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed, or attested adopting resolution F. Ordinance: (If changed from the original creating ordinance) G. Interlocal Agreement H. Subordination Policy	

I. Program Details:

A. LG(s)

Name of Local Government	Polk County, a political subdivision of the State of Florida
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of the very low, low, and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2026-2027,2027-2028,2028-2029

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face-to-face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications

were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

Polk County will accept applications during the advertised "Application Period" which will be 30 days from the publication of the Notice of Funding Availability advertisement. Applications will be placed in order of receipt and separated based on strategy applied for. When funds are available for a particular strategy, the applicants from the waiting list will be contacted to complete/update the application for SHIP assistance. Applicants will be placed in the queue for assistance once they have provided all required documentation and been deemed SHIP eligible.

Ranking Priority:

1. Special Needs Households
   a. Very low
   b. Low
   c. Moderate
2. After Special Needs Set-asides are met
   a. Very Low
   b. Low
   c. Moderate

3. For the Demolition/Reconstruction Strategy priority will be given to those homes that are owned by the elderly defined as over age 62 and homes which are uninhabitable.

4. Essential Service Personnel – see definition under letter T.

J. **Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. **Support Services and Counseling:** Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation, and Heirs' Property Title Clearing Services.

L. **Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such an average area purchase price may be calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.
The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. **Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are

updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. **Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. **Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county, or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. **Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: *"The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

Q. **Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Polk County HND Staff	Oversight and management of grant funds	10%

R. **First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes, and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

S. **Project Delivery Costs:** Inhouse staff perform Project Delivery Costs that are associated with rehabilitation projects such as, but not limited to, inspections, assessments, recording fees, estimates and work write-ups which will be granted to the homeowner. Project delivery costs will not exceed 5% of the construction cost. Additional costs are performed by non-salaried vendors shall include survey fees, appraisal fees, title service fees, permitting fees, environmental testing fees, and septic tank pump outs. These additional costs are actual amounts of services and deliverables and will be in the form of a grant to the homeowner. All above will be included in the maximum award of assistance to the homeowner.

T. **Essential Service Personnel Definition (ESP):** ESP includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, skilled building trades personnel and Polk County government employees.

U. **Describe efforts to incorporate Green Building and Energy Saving products and processes:**

1. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
2. Low-flow water fixtures in bathrooms—Watersense labeled products or the following specifications:
   a. Toilets: 1.6 gallons/flush or less,
   b. Faucets: 1.5 gallons/minute or less,
   c. Showerheads: 2.2 gallons/minute or less;
3. Energy Star qualified refrigerator.
4. Energy Star qualified exhaust fans in all bathrooms; and
5. Air conditioning: Minimum SEER of 14.

V. **Describe efforts to meet the 20% Special Needs set-aside:** The 20% Special Needs set-aside will be met through the Owner-Occupied Rehabilitation and Demolition/Reconstruction. Special Needs clients are moved to the top of the list for Owner-Occupied Rehabilitation and Demolition/Reconstruction programs. In addition, the County will provide outreach for the targeted population.

W. Describe efforts to reduce homelessness: The County works with agencies serving local homeless populations including the Homeless Coalition of Polk County and Lakeland, Winter Haven/Polk County Continuum of Care members. Assistance is primarily through rental assistance to place individuals or families in rental or transitional housing for the purpose of providing a stable housing situation for up to twelve months. HND staff members stay updated about funding sources to pay past due rents and offer move in assistance. The HND Office works closely with the lead agency of the Continuum of Care so that housing programs are complementary and not duplicative or working at cross purposes.

Polk County receives federal Emergency Solutions Grant (ESG) Funds each year which is passed through to local homeless assistance providers under a Request for Application (RFA) process. Funds awarded are used by local Emergency Shelters for operations and essential services. Rental assistance may be provided by an ESG Subrecipient. HND Staff makes referrals to the Polk County Veterans Services office and resources available to homeless veterans.

Section II. LHAP Housing Strategies:

A. Purchase Assistance	Code 1, 2

a. Summary: SHIP funds will be awarded for down payment and closing costs to households to purchase a newly constructed or existing home located in Polk County, Florida. A newly constructed home must have received a certificate of occupancy within the last twelve months. Polk County staff will administer and process purchase assistance.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, low, moderate

d. Maximum award:

Very Low:	$50,000
Low:	$40,000
Moderate:	$30,000

e. Terms:

1. Repayment loan/deferred loan: Funds will be awarded as a deferred subordinate loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 5 Years
4. Forgiveness: Loan is forgiven at the end of the 5th year.
5. Repayment: Not required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: loss of homeowner's insurance, sale, transfer, or conveyance of property, conversion to a rental property, loss of homestead exemption status, or failure to occupy the home as primary residence, failure to pay property taxes. If any of these occur, the outstanding balance will be due and payable. In cases where the combined loan to value exceeds 100%, the amount

over 110% may not be subject to recapture, per the requirements of the first mortgage holder. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first- served basis with the priorities as outlined in Section I. Waiting List/Priorities. The home buyer must also meet the following qualifications:

1. Qualify for a first mortgage through a qualified lender or approved not for profit sponsor providing first mortgage financing;
2. Complete a HUD certified homebuyer education class within the 18 months prior to closing;
3. Contribute a minimum of $750 toward the purchase of the home.
4. In all cases, the buyer receives the benefit of SHIP assistance in the form of reduced purchase price and/or closing cost assistance classified as a first-time homebuyer. See definition letter R above.
5. The owner must have lived in Polk County, Florida one year prior to application for down payment and closing costs assistance or must work in Polk County Florida.
6. Must have a bank financed property, no lease to own and cannot have owned a home within the last three (3) years.

g. Sponsor Selection Criteria: N/A

h. Additional Information: The County has a Subordination Policy if there is a request to subordinate purchase assistance funds. The Polk County Subordination Policy is attached in Exhibit H. No household shall be assisted with purchase assistance more than once within a three (3) year period.

B. Demolition/Reconstruction	Code 4

a. Summary: SHIP funds will be used to provide replacement housing for eligible owner-occupied homes once the evaluation of costs for the rehabilitation exceeds fifty percent (50%) of the value of the existing housing unit. Only those dwellings occupied by eligible homeowners wishing to participate in a voluntary demolition program will be considered qualified for replacement if:

1. The home is found to be unfit for human habitation in accordance with standards set forth in the current Florida Building Code.
2. The homeowner has owned and occupied the dwelling to be demolished for not less than 365 days prior to execution of such an agreement.
3. May not ask for additional assistance for 15 years after new home has been constructed, except in the case of a declared disaster.
4. Applicants seeking assistance for a vacant lot must demonstrate that the property became vacant as a direct result of a damaging event that occurred within the past three (3) years.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low and low

d. Maximum Award: $230,000

e. Terms:

1. Repayment deferred loan: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 15 years.
4. Forgiveness: Loan is forgiven at the end of 15 years.
5. Repayment: Not required as long as the loan is in good standing.
6. Applicants must have a legally valid plan in place that addresses the disposition of the assisted property upon their death. This requirement may be satisfied through a will, trust, recorded deed (including, but not limited to, a life estate or enhance deed), beneficiary designation, or other legally recognized instrument. The plan must clearly identify the intended recipient(s) or provide a mechanism for determining ownership of the property after death. Documentation of such plan, in a form acceptable to the administering agency, must be provided prior to approval to ensure continuity of ownership and to protect the long-term integrity of the housing assistance program.
7. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: loss of homeowner's insurance, sale, transfer, or conveyance of property, conversion to a rental property, loss of homestead exemption status, failure to occupy the home as primary residence, or failure to pay property taxes. If any of these occur, the outstanding balance will be due and payable.

   In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

   If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first served basis with the priorities as outlined in Section I. Waiting List/Priorities.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Mobile homes and manufactured homes will not be eligible for assistance unless the owner agrees that the mobile/manufactured home will be removed from the site. Clients will be required to sign a Demolition Agreement for their existing mobile/manufactured home.

Applicants with existing mortgages are not eligible for this strategy. Once the client has

received a newly constructed home, no other assistance will be provided until after the fifteenth (15) year of occupancy except in the case of a declared disaster. ADA access requests will be reviewed on a case- by-case basis and approved by the Housing and Neighborhood Office Manager. Relocation funds of no more than $4,000 per client will be provided as a grant to the homeowner for this strategy. Homeowners assisted under this strategy will be required to obtain temporary housing on their own.

C. Owner Occupied Rehabilitation – Minor	Code 3

a. Summary: SHIP funds will be awarded to households in need of repairs to correct code violations, health and safety issues, roofing systems (including soffit and fascia), septic tanks, septic tank abandonment and sewer tie in, or wells and handicapped accessibility including ramps, grab bars, widen doors for access. Assistance from this strategy is based on the initial inspection/evaluation of the property and the estimated dollar amount of the work to be completed. Clients remain in the home and are not required to relocate under this strategy.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, and low

d. Maximum award: $ 55,000

e. Terms:

1. Deferred loan/grant: Funds for Minor Rehabilitation will be awarded as a deferred loan secured by a recorded subordinate mortgage/note.
2. Interest Rate: 0%
3. Years in loan term: 5 years.
4. Forgiveness: 5 years - loan is forgiven at the end of the 5th year.
5. Repayment: Not required as long as the loan is in good standing.
6. Applicants must have a legally valid plan in place that addresses the disposition of the assisted property upon their death. This requirement may be satisfied through a will, trust, recorded deed (including, but not limited to, a life estate or enhance deed), beneficiary designation, or other legally recognized instrument. The plan must clearly identify the intended recipient(s) or provide a mechanism for determining ownership of the property after death. Documentation of such plan, in a form acceptable to the administering agency, must be provided prior to approval to ensure continuity of ownership and to protect the long-term integrity of the housing assistance program.
7. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: Sale, transfer, or conveyance of property, conversion to a rental property, loss of homestead exemption status, or failure to occupy the home as primary residence, failure to pay property taxes. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first- qualified, first-served basis with the priorities as outlined in Section I. Waiting List/Priorities.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Mobile and manufactured homes are not generally eligible for Minor Owner-Occupied Rehabilitation. However, if repairs are needed for households with special housing needs, as defined in 420.0004 (13), Florida Statutes, in a mobile or manufactured home, for health and safety purposes, the following may be provided: non-attached exterior ramps, septic systems,
sewer and water tie-ins. No work will be completed on the exterior structure or interior of the mobile and/or manufactured home. If there is a health and safety concern the case may be submitted to the Housing and Neighborhood Development Manager for review and potential approval.. SHIP funds for this Strategy will be awarded to any qualified applicant one-time every five years, except in the case of a declared disaster. Condominiums, duplexes, and triplexes ae not eligible for minor repair services.

D. Owner Occupied Rehabilitation – Major	Code 3

a. Summary: SHIP funds will be awarded to households in need of repairs to correct code violations, health and safety issues, roofing systems (including soffit and fascia), septic tanks, septic tank abandonment and sewer tie in, or wells and handicapped accessibility including ramps, grab bars, widen doors for access. The funding level is based on the initial inspection/evaluation of the property and the estimated dollar amount of the work to be completed. The client is required to move out of the house while the rehabilitation work is being completed. Relocation funds of no more than $4,000 per client will be provided as a grant to the homeowner. Homeowners assisted under this strategy will be required to obtain temporary housing on their own.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, and low

d. Maximum award: $110,000

e. Terms:

1. Deferred loan/grant: Funds for Major Rehabilitation will be awarded as a deferred loan secured by a recorded subordinate mortgage/note.
2. Interest Rate: 0%
3. Years in loan term: 10 years
4. Forgiveness: 10 years – loan is forgiven at the end of the 10th year.

5. Repayment: Not required as long as the loan is in good standing.
6. Applicants must have a legally valid plan in place that addresses the disposition of the assisted property upon their death. This requirement may be satisfied through a will, trust, recorded deed (including, but not limited to, a life estate or enhance deed), beneficiary designation, or other legally recognized instrument. The plan must clearly identify the intended recipient(s) or provide a mechanism for determining ownership of the property after death. Documentation of such plan, in a form acceptable to the administering agency, must be provided prior to approval to ensure continuity of ownership and to protect the long-term integrity of the housing assistance program.
7. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: Loss of Homeowner's Insurance, sale, transfer, or conveyance of property, conversion to a rental property, loss of homestead exemption status; or failure to occupy the home as primary residence, failure to pay property taxes. If any of these occur, the outstanding balance will be due and payable. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities as outlined in Section I. Waiting List/Priorities.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Mobile and manufactured homes are not generally eligible for Major Owner-Occupied Rehabilitation. However, if repairs are needed for households with special housing needs, as defined in section 420.0004 (13), Florida Statutes, in a mobile or manufactured home, for health and safety purposes, the following may be provided: nonattached exterior ramps, septic systems, sewer and water tie-ins. No work will be completed on the exterior structure or interior of the mobile and/or manufactured home. If there is a health and safety concern the case may be submitted to the Housing and Neighborhood Development Manager for review and potential approval. In accordance with SHIP guidelines, no more than 20 percent of SHIP funds may be used for assistance for mobile homes, which must have been constructed after June 1994 to be considered eligible housing. The mobile home must be installed by a State licensed company. Condominiums, duplexes, and triplexes ae not eligible for major repair services.

SHIP funds for this Strategy will be awarded one time during a ten-year period, after the end of the tenth year the client may request additional assistance as a minor OOR case type only: except in the case of a declared disaster. Relocation funds of no more than $4,000 (included in the maximum award) per client will be provided as a grant

to the homeowner for this strategy. Homeowners assisted under this strategy will be required to obtain temporary housing on their own.

E. New Construction -Homeownership	Code 10

a. Summary: This strategy is designed to promote the acquisition and/or construction of affordable housing for homeownership opportunities and to promote infill housing. Developers/contractors will be required to submit proposals to provide housing that conforms to the County's proposal request specifications and housing plan. Polk County HND may choose to administer this program and self-perform as developer/contractor. Eligible properties include single family homes. All homes will be sold to eligible applicants.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, low, and moderate

d. Maximum award: $250,000 per unit
Home Buyer: Subsidy $35,000 very low, $25,000 low and $15,000 moderate income households.

e. Terms:

1. Homebuyer: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Sponsor: N/A
4. Years in loan term: **Homebuyer**: 15 years on deferred loan subsidy and assessed value of land.
5. Forgiveness: **Homebuyer:** Loan is forgiven at the end of the loan term 15 years.
6. Repayment: Not required as long as the loan is in good standing.
7. Applicants must have a legally valid plan in place that addresses the disposition of the assisted property upon their death. This requirement may be satisfied through a will, trust, recorded deed (including, but not limited to, a life estate or enhance deed), beneficiary designation, or other legally recognized instrument. The plan must clearly identify the intended recipient(s) or provide a mechanism for determining ownership of the property after death. Documentation of such plan, in a form acceptable to the administering agency, must be provided prior to approval to ensure continuity of ownership and to protect the long-term integrity of the housing assistance program.
8. Default: N/A

Homebuyer: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; loss of homeowner's insurance; conversion to a rental property; loss of homestead exemption status; failure to occupy the home as primary residence; or failure to pay property taxes. If any of these occur, the outstanding balance will be due and payable.

In the event of default, which is defined as not meeting the occupancy, eligibility and/or ownership requirements, the County may foreclose to recover funds made available for assistance which is secured by a mortgage and note on the property. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP

eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: For new construction homeownership, assistance will be provided on a first qualified, first served basis. The home buyer must meet the following qualifications:

1. Qualify for a first mortgage through a qualified lender or approved not for profit sponsor providing first mortgage financing;
2. Complete a HUD certified homebuyer education class within the 18 months prior to closing;
3. Contribute a minimum of $750 toward the purchase of the home.
4. In all cases, the buyer receives the benefit of SHIP assistance in the form of reduced mortgage amount and classified as a first-time homebuyer (cannot own a home during the 3- year period prior to the closing date.)
5. Assistance cannot exceed 50% of the cost of the home including closing cost.
6. SHIP Down Payment and closing costs assistance (DPA) will be provided based on need. Assistance up to $50,000 for very-low-income buyers, $40,000 for low-income buyers and $ 30,000 for moderate-income buyers. DPA Loan is forgiven at the end of 5 years.
7. As stated above Home Buyer: Subsidy $35,000 very low, $25,000 low and $15,000 moderate income households and will be secured with a 15-year deferred loan.
8. A 15-year deferred loan will be placed on the assessed value of the land.

F. Rental Development	Code 14, 21

a. Summary: Funds will be awarded to developers of affordable rental units that are awarded construction financing through other state or federal housing programs to construct or rehabilitate affordable rental units. This funding is intended to be used as gap financing required for the project. In cases where a smaller development (less than 50 units) is being proposed that includes Special Needs units, the county may choose to provide a larger amount of the overall construction

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, low, and moderate

d. Maximum award:
$200,000 maximum per rental unit and up to $5,000,000 per development (new construction). Project maximum: $100,000 per unit for developments over 50 units $200,000 for developments with 50 units or less that includes Special Needs units.

e. Terms: Repayment loan/deferred loan/grant: For for-profit developers, funds will be awarded as a loan secured by a recorded subordinate mortgage and note. For non-profit

developers, funds will be awarded as a forgivable loan secured by a recorded subordinate mortgage and note.

1. Interest Rate: The interest rate will be determined by type of developer requesting funds:
   a) 3% for For-profit developers who are not supplying additional subsidy funds.
   b) Fixed rate of 2% for For-profit developers who are contributing additional sources of subsidy that will be leveraged with SHIP funds.
   c) 1% for non-profit developers who are contributing additional sources of subsidy that will be leveraged with SHIP funds.
2. Years in loan term: 30 years.
3. Forgiveness: For non-profits, the loan is forgiven at the end of the term.
4. Repayment: For-profits, the loan is due and payable at the end of the term unless the county negotiates an extended loan term to secure affordable rental units in the best interest of the county's residents.
5. Default: For all awards, a default will be determined as: sale, transfer, or conveyance of property; conversion to another use, failure to maintain insurance on the units, failure to maintain standards for compliance as required by any of the funding sources. If any of these occur, the outstanding balance will be due and payable.
6. Final determination of rate and term will be made by HND staff depending on market conditions and the recommendation from credit underwriting.

f. Recipient/Tenant Selection Criteria: All applicants for residence in a SHIP-assisted unit must meet income qualifications of the program as determined and reported by the developer's management company for the development.

g. Sponsor/Sub-recipient Selection Criteria: Developers will apply to the county through a RFA process that is open one time a year. The RFA will require proof of developer experience in providing affordable rental housing, proof of financial capacity, evidence of site control (or contract for sale), proof of ability to proceed once all funding is closed, and a housing unit design plan that meets with the county's housing element in the Comprehensive Plan.

h. Additional Information: Developers will be required to meet compliance reporting requirements on the development necessary to meet the statutory requirements for monitoring of SHIP rental units.

G. Rental Assistance	Code 13, 23, 26

a. Summary: Funds will be awarded to renter households that are in need of assistance for security and utility deposit assistance and mobile homeowners in need of lot rental assistance, not to exceed six (6) months. Provide eviction prevention assistance (up to three months) and/or rapid re-housing assistance (up to six (6) months). Applicants will be assisted inhouse or through the local Continuum of Care Coordinated Entry System.

b. Fiscal Years Covered: 2026-207, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, and low

d. Maximum award: $12,000

e. Terms:
   1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant
   2. Interest Rate: N/A
   3. Years in loan term: N/A
   4. Forgiveness: N/A
   5. Repayment: N/A
   6. Default: N/A

f. Recipient/Tenant Selection Criteria: Applicants who are homeless or at risk of homelessness (i.e., seeking eviction prevention) will be referred to by the local Continuum of Care Coordinated Entry system, and be assisted on a first-qualified, first-served basis. Applicants with one or more special needs household members may apply directly to the CoC or may be referred to the CoC by a special needs service provider.

g. Sponsor Selection Criteria: Polk County will issue a Request of Application (RFA) from eligible non- profit subrecipient organizations interested in administering Polk County's Rapid Rehousing strategy. Selection criteria include experience managing similar programs, background information on many applicants (e.g., through the Homeless Management Information System), and capacity to provide housing stability counseling.

h. Additional Information: To be eligible for Rapid Rehousing assistance, the recipient must be homeless as defined in S. 420.621. Assistance provided as necessary to help individuals living in shelters or in places not meant for human habitation move as quickly as possible into permanent housing and achieve stability in that housing. Eligible costs may also include utilities, rental application fees, last month's rent, and payments.

Eviction prevention will be provided to households who have fallen behind on their rent and have received an eviction notice. The recipients must show that they are able to continue making the monthly rental payments. Eligible reasons for falling behind on rent are as follows:

- Involuntary loss in pay due to unemployment/underemployment
- Divorce/separation resulting in a temporary loss in income
- Death of a spouse resulting in a loss in income
- Sudden, unforeseen medical payments
- Involuntary loss of verifiable income from other sources (temporary or permanent)

H. Foreclosure Prevention	Code 7
a. Summary: Funds will be awarded to qualified homeowners to retain their home by preventing foreclosure action on the first mortgage. Applicants must be delinquent at least one full mortgage payment but no more than three (3) months in arrears.	

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, and low

d. Maximum award: $12,000

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 5 years
4. Forgiveness: Loan is forgiven at the end of the 5th year.
5. Repayment: Not required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: death, sale, transfer, or conveyance of property, conversion to a rental property, loss of homestead exemption status, or failure to occupy the home as primary residence, failure to pay property taxes. If any of these occur, the outstanding balance will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: This strategy is designed to assist individuals who have fully amortizing mortgage. Assistance will provide only one time to applicants on a first-qualified, first served basis. The home buyer must meet the following qualifications:

1. Applicants must provide proof of arrearage in the form of notification from the mortgage holder.
2. Applicants must provide evidence of the hardship that caused the nonpayment of their mortgage. Eligible reasons are loss of employment, sudden medical expenses, divorce or separation, death in the immediate family and unforeseen home repairs bills.
3. Applicants must submit current income analysis, credit history, and employment history.
4. Applicants must attend and complete a budget, credit, or debt reduction course through a HUD approved counseling agency.
5. Applicants must provide written evidence of the ability to resume making monthly payments after the assistance is provided, which included an explanation of how the hardship has been overcome and a budget plan approved by the counseling agency.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Property shall have no other liens other than the first mortgage or grant lien to include SHIP, CDBG or NSP. No assistance will be provided to any property whose home is in the process of foreclosure.

This program is subject to funding availability and may not be awarded every fiscal year.

I. Disaster Assistance	Code 5, 16

a. Summary: The Disaster Strategy provides assistance to households following a disaster as declared by the President of the United States or Governor of the State of Florida. This strategy will only be implemented in the event of a disaster using any funds that have not yet been encumbered or with additional disaster funds allocated by Florida Housing Finance Corporation. SHIP disaster funds may be used for items such as, but not limited to:

(a) Owners will be reimbursed for emergency supplies for eligible households to weatherproof damaged homes;

(b) Interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;

(c) Construction of wells or repair of existing wells where public water is not available;

(d) Payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies; (Granted if under $8,000)

(e) Security deposit for eligible recipients that have been displaced from their homes due to disaster; (Granted if under $5,000)

(f) Rental assistance for eligible recipients that have been displaced from their homes due to disaster. (Granted for 6 months or up to $12,000)

(g) Strategies included in the approved LHAP that benefit applicants directly affected by the declared disaster.

(h) Other activities as proposed by the county and approved by Florida Housing.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, low, and moderate

d. Maximum award: $55,000

e. Terms:

1. Deferred loan/grant: All SHIP funds provided to eligible households, except direct rental assistance (grant), will be in the form of a deferred payment loan secured by a recorded mortgage and note.
2. Interest Rate: 0 %
3. Years in loan term: 5 years
4. Forgiveness: Loan is forgiven at the end of the 5th year.
5. Repayment: Not required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: loss of homeowner's insurance, sale, transfer, or conveyance of property; conversion to a rental property, loss of homestead exemption status, failure to occupy the home as primary residence, or failure to pay property taxes. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

f. Recipient/Tenant Selection Criteria: First qualified, first served (1) Priority shall be given to

persons who have special housing needs and individuals or household that qualify as Elderly as defined in 420.503, F.S.

g. Sponsor Selection Criteria: N/A

h. Additional Information: An applicant requesting an emergency repair will be required to:

1. Allow the rehabilitation specialist to access the home for an inspection to determine the need for the repair.
2. Provide proof of homeowner's insurance policy and verification of a claim was filed with your provider. Provide proof whether or not the insurance will cover any part of the repair.
3. Must have filed a claim with FEMA if eligible.

Mobile homes and manufactured homes will not be eligible for assistance. However, if there is an emergency accessibility hardship case, involving a manufactured home, it will be evaluated based on the merits of the hardship claim, supporting documentation, as well as the amount of assistance needed and is subject to HND management approval.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. **Name of the Strategy: Expedited Permitting**

Polk County began expedited permitting for affordable housing in 1998. The County has long offered same day single family permits for walk-in customers, which is also a valuable resource for expediting affordable housing projects. In 2018, the County began using an online development review and permitting system, known as the Accela Citizen Portal. While the County still offers same day single family permitting, now customers can apply electronically. Applicants submitting through Accela can indicate in the project description they are constructing an affordable housing project. The review and approval of such projects are conducted within one (1) business day. Multi-family building permit applications are only accepted online, and the review is initiated within three (3) business days. Because of the SB 102 known as the Live Local Act HND coordinated with the Building Division to insert instructions to obtain Expedited Permitting for affordable housing developments on the Building's Division's website.

B. **Name of the Strategy: Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy: Polk County HND staff coordinates with other County departments regarding ordinances or regulations impacting affordable housing. Staff provides reports and updates to the AHAC for review and discussion at their regularly scheduled meetings. The AHAC provides staff with input and recommendations and HND prepares various reports

for Polk County Board of County Commissioners (BoCC) consideration. Plan reviews are now conducted electronically.

C. Other Incentive Strategies Adopted:

Name of Strategy: Waiver of Impact Fees

Polk County has waived impact fees since 2007 totaling $8.7 million. To date Polk County continues to waive all impact fees for single family and multi-family housing construction for households making less than 80% of area median income for the area. The County also mitigates workforce housing impact fees for single family and multifamily construction at 100% except for educational impact fees for households making up to 120% of area median income for the Lakeland-Winter Haven MSA.

Name of Strategy: Inventory of Publicly Owned Land Suitable for Affordable Housing

a. Established policy and procedures: Polk County maintains a list of properties that are suitable for affordable housing and open to public sale. This inventory list is available on the County website and is a tool that can be used by interested developers to encourage increased production of affordable housing.

Name of Strategy: The Support of Development near Transportation Hubs, Employment Centers and Mixed-Use Developments

a. Established policy and procedures: The Polk County Comprehensive Plan encourages development to locate near transportation hubs, major employment centers and promotes mixed use- developments. The goal of the Polk County Comprehensive Plan is "To achieve an economically viable, efficient, safe, quality-living environment, through balanced and compact growth, compatible land use patterns, and wise use of economic and physical resources, while protecting and the natural environment".

In addition, the Polk County Comprehensive Plan discourages urban sprawl and outlines criteria to follow when determining the appropriateness of establishing or expanding any land use or development area, in accordance with the Florida Administrative Code. The Urban Sprawl Criteria are outlined in Policy 2.102-A10 of the Polk County Comprehensive Plan.

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.

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.

c. Promotes, allows, or designates urban development in radial, strip isolated or ribbon patterns generally emanating from existing urban developments.

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 system, and other natural systems.

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.

f. Fails to maximize use of existing public facilities and services.

g. Fails to minimize the use of future public facilities and services.

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, storm water management, law enforcement education health care, fire and emergency response, and general government.

i. Fails to provide a clear separation between urban and rural uses.

j. Discourages or inhibits in-fill development or redevelopment.

k. Fails to encourage an attractive and functional mix of land uses.

l. Results in poor accessibility among linked or related land uses.

m. Results in the loss of a significant amount of functional open space.

Name of Strategy: Demolition Lien Waiver

This is an amendment to the current structural Maintenance Ordinance and will implement a process to release the claim of lien for the costs incurred by the County for a demolition of unsafe structures. These lots are located throughout Polk County and the affordable housing Demolition Lien Waiver is targeted to very low (50% of the area median income), low (80% of the area median income) and moderate-income persons (120% of the area median income) persons. Affordable Housing shall mean a Dwelling Unit which is offered for sale or rent to Low-Income Persons or Very-Low-Income Persons and which monthly rent or monthly mortgage payments, including taxes and insurance, do not exceed thirty (30) per cent of that amount which represents the percentage of the median adjusted gross income for Low-Income Persons and Very-Low-Income Persons.

IV. EXHIBITS:

Required

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed, or attested adopting resolution.

Optional

F. Ordinance: (If changed from the original creating ordinance).

G. Interlocal Agreement (Required if applicable). – N/A

H. Other Documents Incorporated by Reference. – Polk County Subordination Policy

POLK COUNTY
HOUSING AND NEIGHBORHOOD DEVELOPMENT OFFICE
HOUSING DEVELOPMENT SECTION

SUBORDINATION POLICY

1. It is Polk County's policy not to subordinate. However, we will consider a subordination on a case-by-case basis if there is a reduction in the interest rate of the first mortgage.

2. Requests for waiver of the policy must be in writing from the lending institution and submitted to:

   Housing Administrative Supervisor Polk County
   Housing and Neighborhood Development Office
   P.O. Box 9005, Drawer HS04
   Bartow, Florida 33831-9005
   Telephone: (863) 534-5241
   Fax: (863) 534-0349

3. Requests for waiver of the policy require approval from the Board of County Commissioners (BoCC), requiring approximately thirty days for completion. Prior to approval, the following documentation must be provided to the Housing Administrative Supervisor:

   A. Lender's Proof of licensure to do business in the State of Florida.
   B. Authorization for Release of Information signed by the homeowner (signatures will be verified).
   C. **A copy of the first mortgage/note must be provided along with current balance and interest rate. Polk County's equity may not be included in the refinance.**
   D. Loan Estimate completed.
   E. Uniform Underwriting and Transmittal Summary (1008) completed.
   F. Uniform Residential Loan Application (1003) completed.
   G. **If HUD-1008 or HUD-1003 is incomplete as to income and/or front and back ratio, provide two paystubs for each person who reside in the home and are above 18 years of age.**
   H. Complete terms and conditions of the new loan.
   I. Reason for the Subordination request.
   J. Indicate if the taxes and insurance payments are included in the new loan or if the homeowner will be responsible for them.

K. **The homeowner's equity may not be used to consolidate debts, i.e., credit card debt nor homeowner's equity line of credit.**

L. **Other supporting documentation as to the validity of the reason may be requested.**

Note: Consideration **will not** be given to any request for waiver of the subordination policy without this information. Additional information may be required.

1. The County very rarely agrees to subordinate, usually only for proven hardship. ***Credit card debt is not a basis for a waiver of the Subordination Policy when opening a home equity line of credit***. In the rare instance that the County agrees to subordinate, it takes a minimum of thirty days for the County Manager to approve and authorize the Subordination. **The homeowner(s) will need to sign the Subordination Agreement prior to the request being sent to the County Manager.** After County Manager approval, the signed Subordination Agreement will be sent to the lender for loan closing. The lender is responsible for recording the Subordination Agreement. The lender is also responsible for providing a copy of the recorded Subordination Agreement to Polk County.

2. Request(s) for waiver **will be** reviewed and a decision made on a case-by-case basis on such merits as the following:
   a. Emergency needs arising out of natural disasters.
   b. Emergency repairs which eliminate a threat to the health or safety of the occupants or that eliminate an immediate or imminent danger to the dwelling itself.
   c. Refinancing to lower the interest rate on the first mortgage if the closing costs and/or fees can be recovered within four (4) years.
   d. Refinancing for medical emergencies.
   e. If there is sufficient equity to support all outstanding mortgages.

3. Requests for waiver **will not be** considered under the following conditions:
   a. The Loan to Value ratio exceeds 100%.
   b. The housing Debt to Income ratio exceeds 33%.
   c. The total Debt to Income ratio exceeds 40%.
   d. The mortgage lender and applicant fail to provide all required documentation.
   e. The Homeowner does not reside at the property.
   f. The Homeowner received a prior approved Subordination.

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

Polk County

Fiscal Year: 2026-2027		
Estimated SHIP Funds for Fiscal Year:	$	4,594,574.00
Salaries and Benefits	$	445,000.00
Office Supplies and Equipment	$	11,000.00
Travel Per diem Workshops, etc.	$	2,500.00
Advertising	$	1,000.00
Other*	$	
Total	$	459,500.00
Admin %		10.00%
		Over Budget

Fiscal Year 2027-2028		
Estimated SHIP Funds for Fiscal Year:	$	4,594,574.00
Salaries and Benefits	$	445,000.00
Office Supplies and Equipment	$	11,000.00
Travel Per diem Workshops, etc.	$	2,500.00
Advertising	$	1,000.00
Other*	$	
Total	$	459,500.00
Admin %		10.00%
		Over Budget

Fiscal Year 2028-2029		
Estimated SHIP Funds for Fiscal Year:	$	4,594,574.00
Salaries and Benefits	$	445,000.00
Office Supplies and Equipment	$	11,000.00
Travel Per diem Workshops, etc.	$	2,500.00
Advertising	$	1,000.00
Other*	$	
Total	$	459,500.00
Admin %		10.00%
		Over Budget

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details:

Exhibit B
Timeline for SHIP Expenditures

Polk County affirms that funds allocated for these fiscal years will meet the following deadlines:

Fiscal Year	Encumbered	Expended	Closeout Report
2026-2027	6/30/2028	6/30/2029	9/15/2029
2027-2028	6/30/2029	6/30/2030	9/15/2030
2028-2029	6/30/2030	6/30/2031	9/15/2031

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation should be notified according to the following dates:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2026-2027	3/30/2029	6/15/2029
2027-2028	3/30/2030	6/15/2030
2028-2029	3/30/2031	6/15/2031

Requests for Expenditure Extensions (close-out year ONLY) must be emailed to kathy.cutler@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year N/A.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan/timeline of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended.

Other Key Deadlines:

AHAC reports are due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

ACFR financial statements are due each June 30 for the report ending September 30 of the previous year.

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2028-2029

Name of Local Government: Polk County Board of County Commissioners- Hosuing and Neighborhood Development Office

Estimated Funds (Anticipated allocation only): $ 4,594,574

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
1	Purchase Assitance	Yes	2	$50,000	6	$40,000	26	$30,000	$1,120,000.00	$0.00	$1,120,000.00	34
2	Purchase Assitance	Yes	0	$50,000	1	$40,000	2	$30,000	$100,000.00	$0.00	$100,000.00	3
4	Demolition / Reconstruction	Yes	4	$225,000	2	$225,000	0	$225,000	$1,350,000.00	$0.00	$1,350,000.00	6
3	Owner Occuiped Rehabilitation - Minor	Yes	7	$55,000	7	$55,000	0	$55,000	$770,000.00	$0.00	$770,000.00	14
3	Owner Occuiped Rehabilitation - Major	Yes	0	$110,000	1	$110,000	0	$110,000	$110,000.00	$0.00	$110,000.00	1
10	New Construction - Homeownership	Yes	0	$230,000	2	$230,000	0	$230,000	$460,000.00	$0.00	$460,000.00	2
6	Disaster Assistance								$0.00	$0.00	$0.00	0
7	Foreclosure Prevention								$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		13		19		28		$3,910,000.00	$0.00	$3,910,000.00	60
	Purchase Price Limits:		New	$ 544,233	Existing	$ 544,233						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
14	Rental Development - Rehabilitation	Yes	0	$200,000	0	$200,000	0	0	$0.00	$0.00	$0.00	0
21	Rental Development- New Construction	Yes	0	$200,000	0	$200,000	0	0	$0.00	$0.00	$0.00	0
23	Security and/or Security Deposits	No	0	$0	0	$0	0	0	$0.00	$0.00	$0.00	0
26	Rapid Re-Housing	No	0	$0	0	$0	0	0	$0.00	$0.00	$0.00	0
16	Disaster Assistance	No	0	$0	0	$0	0	0	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$ 459,457		10%			OK				
	Home Ownership Counseling		$ 200,000									
	Total All Funds		$ 4,569,457	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		85.1%	OK
Homeownership % (65% requirement)		85.1%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	$ 1,385,000	30.1%	OK
Low Income (30% requirement)	$ 1,685,000	36.7%	OK
Moderate Income	$ 840,000	18.3%	

Exhibit E
67-37.005(1), F.A.C.
2026

RESOLUTION #: _____

A RESOLUTION OF THE POLK COUNTY BOARD OF COUNTY COMMISSSIONERS, POLK COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES;AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE BOARD CHAIR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * * * * * * *

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan (LHAP) outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; and

WHEREAS, the methodology and purchase prices used are defined in the attached LHAP; and

WHEREAS, pursuant to section 420.9075, Florida Statutes, the Board of County Commissioners finds that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the LHAP. The cost of administering the LHAP may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs; and

Exhibit E
67-37.005(1), F.A.C.
2026

WHEREAS, the Economic and Community Development Department has prepared a three-year LHAP for submission to the Florida Housing Finance Corporation; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the public for the Polk County to submit the LHAP for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA that:

Section 1: The Polk County Board of County Commissioners hereby approves the Local Housing Assistance Plan (LHAP), as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2026-2027, 2027-2028, 2028-2029.

Section 2: The Chairman, Chair or designee is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, _____.

_____
Matha Santiago, Ed.D., Madam Chair

(SEAL)

ATTEST:

_____
City or County Clerk

Polk County Incentive Strategies Report

Affordable Housing Advisory Committee
Report to the Polk County Board of County Commissioners
SHIP Affordable Housing Incentive Strategies

SUBMITTED TO: Martha Santiago, Chair
POLK COUNTY BOARD OF COUNTY COMMISSIONERS

SUBMITTED TO: Rob Dearduff, Director of Special Programs
FLORIDA HOUSING FINANCE CORPORATION

DATE SUBMITTED: _____

PREPARED BY: Affordable Housing Advisory Committee (AHAC)

BACKGROUND

As a recipient of State Housing Initiative Partnership funds, Polk County established an Affordable Housing Advisory Committee on Dec. 17, 2003, as required by the Florida Statutes, Sec. 420.9076. The AHAC is responsible for reviewing and evaluating local plans, policies, procedures, land development regulations, the Comprehensive Plan, and other aspects of Polk County's housing activities that impact the production of affordable housing. Further, the AHAC is specifically directed by the SHIP Statute to consider and evaluate the implementation of the incentives set out at Florida Statues, Sec. 420.9076 (4)(a)-(k). Based on the AHAC evaluation, it may recommend to local government that it make modifications of, exceptions to, or creation of new plans, policies, procedures, and other governing vehicles which would encourage production of affordable housing.

As approved by the Polk County Board of County Commissioners, the recommendations are used to amend the Local Housing Assistance Plan, the local Comprehensive Plan, land development regulations, and other policies affecting affordable housing.

COMMITTEE COMPOSITION

The Polk County Board of County Commissioners appointed or re-appointed members to the Committee for staggered three-year terms. Florida Statutes, Sec. 420.9076(2) lists the categories from which committee members must be selected. Each AHAC must have a locally elected official from the county participating in the SHIP program. The locally elected official must be a County Commissioner. The elected official will count as a member of the AHAC for purposes of meeting the number of members requirements. There must be at least eight committee members, but not more than eleven, with representation from at least six of the following categories:

(a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
(b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
(c) A citizen who is a representative of those areas of labor actively engaged in home building in

connection with affordable housing.
(d) A citizen who is actively engaged as an advocate for low-income people in connection with affordable housing.
(e) A citizen who is actively engaged as a for-profit provider of affordable housing.
(f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
(g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.
(h) A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
(i) A citizen who resides within the jurisdiction of the local governing body making the appointments.
(j) A citizen who represents employers within the jurisdiction.
(k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

The appointed AHAC Committee members are included here, along with their category affiliation.

Name	Category Represented	Date Appointed
1. Becky Troutman	Elected Official	12/3/2024 – 12/3/2027
2. Vermishia Pitts	A. A citizen who is actively engaged in the residential home building industry in connection with affordable housing.	05/06/2025 – 05/06/28
3. Mark Piburn	B. A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.	01/06/2024 - 12/31/2026
4. Mark A. Ferreira	C. A Citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.	05/062025 – 05/06/2028
5. Nicole Redmond	D. A citizen who is actively engaged as an advocate for low-income people in connection with affordable housing.	01/01/2024 – 12/31/2026
6. Gordon Moore	E. A citizen who is actively engaged as a for-profit provider of affordable housing.	01/01/2026-12/31/2029
7. Bridget Engleman	F. A citizen who is actively engaged as a not-for-profit provider of affordable housing.	01/01/2026-12/31/2029
8. Hattie Wilson	G. A citizen who is actively engaged as a real estate professional in connection with affordable housing.	01/01/2026-12/31/2029
9. Angelic Sims	H. A citizen who actively serves on the local planning agency pursuant to s. 163.3174	01/01/2026-13/31/2029
10. JaQuis McCullough	I. A citizen who resides within the jurisdiction of the local	01/01/2024 - 12/31/2026

	governing body making the appointments	
11. Tom Wodrich	I. A citizen who resides within the jurisdiction of the local governing body making the appointments	01/01/2024 - 12/31/2026

AFFORDABLE HOUSING RECOMMENDATIONS

The AHAC has reviewed local government plans, policies, and procedures; ordinances; regulations; statutes; and the comprehensive plan, among other documents applicable to affordable housing, for evaluation of their impacts on affordable housing. Further, the AHAC has specifically considered and evaluated the strategies set out at Florida Statues, Sec. 420.9076 (4)(a)(k). Based on this review and evaluation, the AHAC has formulated recommendations to the County Commission that it incorporated into its housing strategy certain changes designed to encourage and facilitate the production of affordable housing.

The AHAC, from its review, consideration, evaluation, and recommendations, drafts and submits this report to the County Commission, to the Florida Housing Finance Corporation, and the Florida Housing Coalition, as the entity providing statewide training and technical assistance for the Affordable Housing Catalyst Program, which details the scope of its work and the resulting recommendations.

From the review and evaluation of the local government documents listed here, the AHAC makes these recommendations to the Polk County Board of County Commissioners that it incorporate into its housing strategy. The AHAC has reviewed, considered, and evaluated the following strategies provided in the SHIP Statute at Florida Statutes, Sec. 420.9076 (4):

(a) The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in s. 163.3177(6)(f)3.
(b) All allowable fee waivers provided for the development or construction of affordable housing.
(c) The allowance of flexibility in densities for affordable housing.
(d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.
(e) Affordable accessory residential units.
(f) The reduction of parking and setback requirements for affordable housing.
(g) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
(h) The modification of street requirements for affordable housing.
(i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
(j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
(k) The support of development near transportation hubs and major employment centers and mixed-use developments.
(l) Demolition Lien Waiver

A) EXPEDITED PERMITTING

Meeting Synopsis:

Pursuant to Section 420.9076, Florida Statutes, Polk County offers an expedited permitting process for qualified affordable housing projects. This expedited permitting process moves these projects ahead in

the permitting queue to fast track the process. An application is provided on the Polk County website in the building permit area for affordable housing projects. Once a building permit has been submitted for the qualified project, the completed application is then submitted by email for the expedited process to the building division. Polk County began expedited permitting for affordable housing in 1998. The County has long offered same day single family permits for walk-in customers, which is also a valuable resource for expediting affordable housing projects. In 2018, the County began using an online development review and permitting system, known as the Accela Citizen Portal. While the County still offers same day single family permitting, now customers can apply electronically. Applicants submitting through Accela can indicate in the project description they are constructing an affordable housing project. The review and approval of such projects are conducted within one (1) business day. Multi-family building permit applications are only accepted online, and the review is initiated within three (3) business days. Because of the SB 102 known as the Live Local Act, HND coordinated with the Building Division to insert instructions to obtain Expedited Permitting for affordable housing developments on the Building's Division's website.

Existing Strategy: **Yes**
AHAC Recommendation: Recommended Strategy
Schedule for Implementation: **In place and functioning as intended**

B) IMPACT FEE WAIVERS FOR AFFORDABLE HOUSING

Meeting Synopsis:
Polk County has waived impact fees since 2007 totaling $8.7 million. To date Polk County continues to waive all impact fees for single family and multi-family housing construction for households making less than 80% of area median income for the area. The County also mitigates workforce housing impact fees for single family and multifamily construction at 100% except for educational impact fees for households making up to 120% of area median income for the Lakeland-Winter Haven MSA.

Existing Strategy: **Yes**
AHAC Recommendation: Recommended Strategy
Schedule for Implementation: **Existing Strategy in Place and functioning as intended**

C) FLEXIBLE DENSITIES

Meeting Synopsis:
POLICY 2.104-A6: GENERAL INCENTIVES

– Polk County shall encourage and promote compact, mixed-use by allowing:

a. increased densities and intensities within the Transit Corridors and Centers Overlay District subject to Policy 2.104-A7; and

b. increased densities for affordable or workforce housing subject to Policy 2.104-A7.

Existing Strategy: **Yes**
AHAC Recommendation: Recommended Strategy
Schedule for Implementation: **Existing Strategy in Place and functioning as intended**

D) RESERVATION OF INFRASTRUCTURE CAPACITY

Meeting Synopsis:
At this time, this incentive is not specifically offered by Polk County as part of the development process. The Committee recommends revisiting reservation of transportation concurrency for affordable housing

developments. The Polk County Comprehensive Plan outlines Infrastructure capacity in the following chapters:

CHAPTER 3 PUBLIC FACILITIES POLICIES DIVISION 3.100 INFRASTRUCTURE ELEMENT SECTION 3.101 INTRODUCTION

The purpose of the Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (Infrastructure Element) is to serve as a guide to Polk County in providing for necessary public facilities and services. The infrastructure Element must be correlated with future land use projections.

Existing Strategy: NO

AHAC Recommendation: Committee recommends revisiting reservation of transportation concurrency

Schedule for Implementation: Program Year 2025?

E) AFFORDABLE ACCESSORY RESIDENTIAL UNITS

Meeting Synopsis:

Section 206 Accessory Uses

Accessory uses are permitted in conjunction with the primary use in all land use districts. Accessory uses are those land uses that are incidental and subordinate to the primary use of the property (see table 2.1 for a list of primary land uses allowed per district). Specific requirements pertaining to the determination of what is incidental and subordinate for certain types of accessory uses are listed in the section and sections to follow in this chapter. All accessory uses contained herein, and any other not included shall comply with Section 209.

A. Accessory Dwelling Unit (ADU)

Accessory dwelling units (ADUs) may be permitted as accessory uses to single-'family detached homes and mobile homes in all residential districts and lots of record for residential purposes subject to the applicable district regulations and the following requirements:

1. No more than one accessory dwelling unit may be permitted on any single-family residential lot or parcel.
2. An accessory dwelling unit shall be located in the side or rear yard of the principal dwelling unit.
3. Accessory dwelling units may utilize setbacks pertaining to accessory structures unless attached to the principal structure.
4. Mobile homes shall not be permitted to be used as accessory dwelling units. However. where mobile homes are the primary residence. An accessory dwelling unit built to the standards of the Florida Building Code may be permitted provided it is 50% or less in heated floor space than the mobile home.
5. Accessory dwelling units shall be permitted subject to a Level I Review.
6. Accessory dwelling units shall not be approved for short-term rental or vacation rental.
7. ADUs may be rented. leased, or serve as housing for living assistants. guests, or family members. ADU's may not be subdivided from the parent property or placed under separate ownership from the primary dwelling.
8. ADUs in conformance with this section do not count as additional dwelling units in the calculation of density.
9. When an ADU is attached to the principal structure. uses the same electrical service and plumbing as the primary dwelling unit, access is through a subordinate entrance on the rear or side of the principal structure, and the primary dwelling unit and ADU combined do not exceed five bedrooms. It is considered one single-family home, and the parcel is eligible for an additional detached ADU.

Existing Strategy: Yes
AHAC Recommendation: Recommended Strategy
Schedule for Implementation: **Existing Strategy in Place and functioning as intended**

F) PARKING AND SETBACK REQUIREMENTS

Meeting Synopsis:
Polk County does not have a specific program for parking reduction for just affordable housing developments.
The Land Development Code Section 710 outlines Alternative Parking Strategies (APS). Section 710 Alternative Parking Strategies (APS)
A. Parking Study
A parking study shall be required for the following:

1. Uses for which a parking requirement is not listed in Table 7.10.
2. When proposing an exemption from or reduction in the minimum parking requirements through an APS.
3. When requesting a parking space deferral.

The Land Development Code also provides a provision for waivers for parking and other requirements as outlined in Chapter 9 Section 932.

Existing Strategy: Yes
AHAC Recommendation: Existing Strategy
Schedule for Implementation: **Existing Strategy in Place and functioning as intended**

G) FLEXIBLE LOT CONFIGURATIONS

Meeting Synopsis:
Polk County does not have a flexible lot configuration for affordable housing developments, but the zero-lot-line provision is outlined in the Land Development Code below:

POLICY 2.204-A6: Polk County shall develop, within its Land Development Code, an administrative site plan review process for residential developments which incorporate innovative approaches to site design (clustering Section 753, and zero-lot-line Section 755, etc.) as a technique to reduce housing costs.

Existing Strategy: Yes
AHAC Recommendation: Recommended Strategy
Schedule for Implementation: **Existing Strategy in Place and functioning as intended**

H) MODIFICATION OF STREET REQUIREMENTS

Meeting Synopsis:
The County does not have a program that modifies the street requirements for affordable housing developments. The Polk County Land Development Code Section 824 – Roadway Design outlines the requirements for sidewalks, public and private roads.

Existing Strategy: Yes
AHAC Recommendation: Recommended design requirements per Land Development Code
Schedule for Implementation: **Existing**

I) PROCESS OF ONGOING REVIEW

Meeting Synopsis:

Over the last year Land Development Staff reviewed Land Development Code text for criteria for conditional uses for individual mobile homes to allow mobile homes by right in subdivision plats recorded prior to 1971. This administrative change will save individuals clients $966 per case by streamlining the approval process.

AHAC Recommendation: Recommended Strategy

Schedule for Implementation: **Existing Strategy ongoing**

J) PUBLIC LAND INVENTORY

Meeting Synopsis:

Escheated property is available for affordable housing development.

Existing Strategy: Currently in place and is utilized to assist in the development of affordable housing units

AHAC Recommendation: Recommended Strategy

Schedule for Implementation: **Adopted and functioning as intended**

K) SUPPORT OF DEVELOPMENT NEAR TRANSPORTATION HUBS

Meeting Synopsis:

POLICY 2.104-A6: GENERAL INCENTIVES – Polk County shall encourage and promote compact, mixed-use by allowing a. increased densities and intensities within the Transit Corridors and Centers Overlay District subject to Policy 2.104-A7; and POLK COUNTY COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT Adopted: 18 NOV 92 Page B-19
(Revised August 2016)

b. increased densities for affordable or workforce housing subject to Policy 2.104- A7.

POLICY 2.104-A7: DENSITIES AND INTENSITIES –To promote energy efficient land use patterns and compact mixed-use development, the TSDA and the Transit Corridors and Centers Overlay (TCC Overlay) within the TSDA shall include higher densities and intensities of development. The maximum densities and intensities listed in Table 2.104.1 exceed those listed in Policy 2.109-A1 and Policy 2.119- A1 and the policies that include the description for each of the referenced land use category as provided for within this Element. The Mixed-Use category within Tables 2.104.1 and 2.104.2 is for those non-residential land use categories that permit residential as provided for in this Element or the Appendices for the Selected Area Plans (SAP). The Transit Corridors and Centers Overlay includes three separate components that expand the residential density of selected Future Land Use Districts. These three components as depicted in Figure 1. include:

a. Transit Corridor – an area within ¼ mile of fixed route transit service.
b. Transit Center – an area within a one-mile radius of the point of access for transit services; and
c. Transit Center Core – an area within ¼ mile of the point of access for transit services.

Maximum densities are established within the Transit Supportive Development Area (TSDA) and the respective components of the Transit Corridors and Centers Overlay as listed in Table 2.104.1. The maximum densities are not guaranteed within the respective land use categories and shall only be permitted subject to the requirements established in Policy 2.104-A5 Development Criteria and Policy

2.124-A3 Design Principles. Table 2.104.1 also includes recommended minimum densities to support future investments in public transportation. These recommended minimum densities may be required under the Land Development Code to coincide with planned public or private sector transit investments. Residential projects with less than the recommended minimum density will be encouraged to include a site design that allows for project phasing in order to preserve the maximum development potential of the subject parcel

Existing Strategy: Yes
AHAC Recommendation: Recommended Strategy
Schedule for Implementation: **Adopted currently in place**

L) Demolition Lien Waiver

Meeting Synopsis:

The committee recommended amending the ordinance to include multifamily duplex or tri-plex apartments. Staff met with the County Departments to review the internal process for this incentive. The amendment to the current structural Maintenance Ordinance was implemented and a process to release the claim of lien for the costs incurred by the County for a demolition of unsafe structures was finalized. These lots are located throughout Polk County, and the affordable housing Demolition Lien Waiver is targeted to very low (50% of the area median income), low (80% of the area median income) and moderate-income persons (120% of the area median income) persons. Affordable Housing shall mean a Dwelling Unit which is offered for sale or rent to Low-Income Persons or Very-Low-Income Persons and which monthly rent or monthly mortgage payments, including taxes and insurance, do not exceed thirty (30) per cent of that amount which represents the percentage of the median adjusted gross income for Low-Income Persons and Very-Low-Income Persons.

Existing Strategy: **Currently in place and is utilized to assist in the development of affordable housing units**

AHAC Recommendation: Recommended Strategy
Schedule for Implementation: **Adopted**

SHIP 2025 Purchase Price Limits
(90% of Amounts* in IRS Rev. Proc. 2025-18)

Baker County	$602,915
Broward County	$679,324
Clay County	$602,915
Collier County	$793,938
Duval County	$602,915
Manatee County	$568,292
Martin County	$619,629
Miami-Dade County	$679,324
Monroe County	$1,004,063
Nassau County	$602,915
Okaloosa County	$626,792
Palm Beach County	$679,324
Sarasota County	$568,292
St. Johns County	$602,915
St. Lucie County	$619,629
Walton County	$626,792
All other Areas of Florida	$544,233

* according to 420.9075 (5) (f), F.S.

Agenda Item R.22. 6/16/2026

SUBJECT

Approve Amendment No. 5 to Agreement 2021-015 with Heritage Health Solutions Inc. for third party administrative off-site medical services. (No fiscal impact at this time)

DESCRIPTION

On March 2, 2021, the County entered into Agreement 2021-015 with Heritage Health Solutions Inc. to provide third-party administrator services related to inmate medical care that is performed off-site such as specialist, emergency room, hospitalization, and prescription plan services. The agreement includes, but is not limited to, provider network management, pre-authorizations, and claims administration.

On August 8, 2023, the County executed Amendment No. 1 to add additional health-related services including specialty medical, pharmaceutical, and laboratory services.

On February 16, 2024, the County executed Amendment No. 2 extending the Agreement for a two (2) year term through March 1, 2026.

On August 20, 2024, the County executed Amendment No. 3 to allow the purchase of bulk prescription orders as an alternative to individual prescriptions of medications provided to the Pharmacy Dispensary.

On March 2, 2026, the County executed Amendment No. 4 extending the Agreement through August 31, 2026, while a new procurement method and resulting agreement is brought to the Board for approval.

Due to the State of Florida House Bill 4059, the Health and Human Services Division has requested to revise the Cost Sheet to remain in compliance with the House Bill executed on April 14, 2026.

This amendment is effective April 16, 2026.

RECOMMENDATION

Request the Board approve Amendment No. 5 to Agreement 2021-015 with Heritage Health Solutions Inc., for third party administrative healthcare services for Polk County inmates.

FISCAL IMPACT

No fiscal impact at this time.

CONTACT INFORMATION

Brad Howard
Senior Procurement Analyst
(863) 534-6706
bradhoward@polkfl.gov

AGREEMENT FOR THIRD PARTY ADMINISTRATIVE SERVICES FOR OFF-SITE MEDICAL SERVICES

#2021-015
AMENDMENT #5

This Amendment #5 (Amendment"), effective as of April 16, 2026 (the "Effective Date"), is hereby entered into by and between Polk County, a political subdivision of the State of Florida, (the "County"), situated at 330 W. Church Street, Bartow, Florida 33830, and Heritage Health Solutions, Inc. (the "Vendor"), a Texas corporation, headquartered at 750 Canyon Drive, Coppell, Texas, 75019 whose Federal Employer Identification Number is 271516386.

WITNESSETH:

WHEREAS, the County and Vendor entered into Agreement 2021-015 dated March 2, 2021, for the purpose of providing administrative services in connection with the payment of certain inmate healthcare services not provided on-site at the County jail facilities; and

WHEREAS, on August 8, 2023, Amendment #1 was executed for the purpose of the Vendor providing administrative services for additional inmate healthcare services, including specialty medical and healthcare services that may be performed on-site at the jail facilities, certain pharmaceutical and prescription drug services; and

WHEREAS, on February 16, 2024, Amendment #2 was executed for the purpose of extending the Agreement for an additional two (2) year term, effective March 2, 2024, and through March 1, 2026; and

WHEREAS, on August 20, 2024, Amendment #3 was executed for the purpose of providing bulk prescription orders as an alternative to provide individual prescriptions of medications to the Pharmacy Dispensary at county jail facilities; and

WHEREAS, on March 2, 2026, Amendment #4 was executed for the purpose of extending the Agreement, for an additional six (6) month term, effective March 2, 2026, and through August 31, 2026; and

WHEREAS, the Parties wish to modify Section 3.0, Compensation to the Agreement in accordance with the State of Florida House Bill 4059, which became effective April 16, 2026; and

WHEREAS, pursuant to Section 16.0 of the Agreement, the County and the Vendor mutually agree to amend the Agreement as set forth below.

NOW, THEREFORE, the County and the Vendor hereby agree as follows:

1. The recitals stated above are true and correct and are fully incorporated herein.

2. Exhibit "B", Cost Sheet of the Agreement is hereby revised and replaced in its entirety with the adjusted Cost Sheet attached hereto as Exhibit "B-2".

3. The Agreement, as amended by this Amendment #5, continues in full force and effect.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)
[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By: _____
Martha Santiago, Ed., D., Chair

Date Signed By County _____

Reviewed as to form and legal sufficiency:

_____ 5/18/2026
County Attorney's Office Date

Heritage Health Solutions, Inc.
a Texas corporation

By: _____
KEVIN JAMES
PRINT NAME

CEO
TITLE

Date: 5/29/2026

EXHIBIT "B-2"

COST SHEET

[%] TPA Administrative Fee– per net paid claim is 20%

[$$] Fixed Claim Adjudication Fee– per claim is $40.00

Non-contracted provider claims will be processed in accordance with the State of Florida House Bill 4059 (2026) for Polk County at the rate of 110% of the Medicare Physician Fee Schedule/OPPS/IPPS. Pricing must reflect the specific Geographic Practice Cost Index (GPCI) for the local jurisdiction (Loc: 99).

- If the non-contracted provider's negative operating margin is validated by the Agency for Healthcare Administration (AHCA), may invoice at 125% of the Medicare Physician Fee Schedule/OPPS/IPPS.
- The non-contracted provider may use a higher rate if a separate contract with the County permits them to do so.

Polk County

Board of County Commissioners

Agenda Item R.23. 6/16/2026

SUBJECT

Approve budget amendment to transfer funds from the Facilities Operating budget to the Facilities Capital budget within the General Fund ($107,503 One-time transfer).

DESCRIPTION

Facilities budgeted for two new vehicles in FY24/25, but due to delays, the vehicles were delivered in FY25/26. As a result, the expenses were incurred this year without an allocated budget.

RECOMMENDATION

Request Board approve budget amendment to transfer funds from the Facilities Operating Budget to the Facilities Capital Budget within the General Fund ($107,503 One-time transfer).

FISCAL IMPACT

Funds are available and budgeted in the General Fund within the Facilities Operating Budget. Budget Amendment transfers funds from the Facilities Operating budget to the Facilities Capital Budget.

CONTACT INFORMATION

Keith R. Tate, Director

Facilities Management Division

863-534-5511

keithtate@polkfl.gov

BUDGET AMENDMENT REQUEST

(for budget transfers and/or unbudgeted expenses)

Date 04/29/26

Parent Fund 00100

Division Facilities Management

Department

Request for the following transfer be made for the reason(s) stated:

	Amount **FROM**	Fund	Cost Center	Account	Project	Area	TBD
	$ 107,503	00101	570519049	5359000	0000000		
	$						
	$						
	$						
	$						
	$						
TOTAL	$ 107,503						

	Amount **TO**	Fund	Cost Center	Account	Project	Area	TBD
	$ 107,503	00101	570519049	5666000	0000000		
	$						
	$						
	$						
	$						
	$						
TOTAL	$ 107,503						

AC 5/5/26

JUSTIFICATION (attach additional back-up as necessary)

Move funds from operating to capital to cover the cost of upflitting (2) vehicles from FY24/25 that we didn't receive until this FY.

Division Director [signature] 5/5/26

Department Director

Recommended or not recommended by [signature] (Budget & Management Services) 5/5/26 (Date)

Reason

APPROVED / NOT APPROVED

Board of County Commissioners/County Management (Date)

Requesting Department or Division: FORWARD TO BUDGET & MANAGEMENT SERVICES

(Rev. 09-07)

Account Analysis Report

Ledger Name Polk County BoCC **Ledger Currency** USD **Balance Type** Actual

Account 00101.570519049.5664970.0000000.00.0000000 **Description** General Fund-Partial Cost Centers.Maintenance And Repair Services.Autos, Trucks, Trailers.Not Project Related.No Area Designated.For Future Use

					Beginning Balance for Period Oct-25	**0.00**	**0.00**
Source	**Category**	**GL Date**	**Event Class**	**Transaction Number**	**Line Description**	**Debit**	**Credit**
Spreadsheet	Adjustment	10/01/2025			October 1 encumbrances from FY24/25 to be reversed after rollforward	117,879.98	
Spreadsheet	Adjustment	10/01/2025			October 1 encumbrances from FY24/25 to be reversed after rollforward		117,879.98
					Total for Period	117,879.98	117,879.98
					Ending Balance for Period Oct-25	**0.00**	**0.00**
					Beginning Balance for Period Dec-25	**0.00**	**0.00**
Source	**Category**	**GL Date**	**Event Class**	**Transaction Number**	**Line Description**	**Debit**	**Credit**
Payables	Purchase Invoices	12/22/2025	Invoices	2390227	2390227 WEIKERT FORD INC Contract 2021-039, Vehicle Acquisitions and Service Classes 1-5 Upfit and Installation on Two F250's Facilities	12,230.28	
Payables	Purchase Invoices	12/22/2025	Invoices	2390213	2390213 WEIKERT FORD INC Contract 2021-039, Vehicle Acquisitions and Service Classes 1-5 Upfit and Installation on Two F250's Facilities	12,230.28	
Spreadsheet	Adjustment	12/31/2025			FR 5664970 TO 1550001 Prepaid. 2124-3939 Will reverse in CY 25-26	41,520.85	
Spreadsheet	Adjustment	12/31/2025			FR 5664970 TO 1550001 Prepaid. 2124-3940 Will reverse in CY 25-26	41,520.85	
					Total for Period	107,502.26	0.00
					Ending Balance for Period Dec-25	**107,502.26**	**0.00**
					Total for Account	**107,502.26**	**0.00**
					Total for Ledger	**107,502.26**	**0.00**

Holland, Penny

From: Jouppi, Delia
Sent: Wednesday, April 29, 2026 7:45 AM
To: Holland, Penny
Subject: RE: December Vehicle Charges

Good Morning,

The two charges of $12,230.28 are upfitting charges for the 2 - FY 24/25 Facilities add vehicles.

The two $ 41,520.85 are for the vehicles, it looks like fixed assets carried them over as Prepaids because they were paid for in FY 24/25, but you hadn't physically received the vehicles. It also looks like the are going to reverse those two adjustments at closing of this year 25/26.

The Vehicles are 2124-3939 and 2124-3940.

Thank you,
Delia Jouppi
Fiscal Manager
Fleet Management
863-534-5661
deliajouppi@polkfl.gov

From: Holland, Penny <PennyHolland@polkfl.gov>
Sent: Tuesday, April 28, 2026 5:10 PM
To: Jouppi, Delia <DeliaJouppi@polkfl.gov>
Subject: December Vehicle Charges

Good afternoon Delia,

I wanted to touch base with you about some charges that appeared back in December related to vehicle acquisitions. We don't have any budget allocated for new vehicles this fiscal year so I'm hoping you might be able to shed some light on what these charges pertain to.

I've attached an account analysis report for your use. Any information you can provide will be greatly appreciated.

Thanks,

POLK COUNTY

Penny Holland
Fiscal Manager
Facilities Management Division

Agenda Item R.24. 6/16/2026

SUBJECT

Approve Consultant Services Agreement (CSA) 2022-061-06 with Chastain Skillman, Inc. to provide professional engineering services for Loyce E. Harpe Park in Mulberry ($309,315.00 one-time expense.)

DESCRIPTION

Loyce E. Harpe Park in Mulberry is an expansive multi-use recreational area spanning over 200 acres. The park boasts a diverse set of amenities including six soccer fields, four softball fields, nine baseball fields, an all-inclusive playground, skate park, a large pavilion for rentals, and is home to an award-winning disc golf course and fifteen miles of mountain bike paths. Due to the popularity and consistent use of the park, ongoing development is currently underway. Amenities currently being added to the park are a basketball court, two restroom / concession buildings, a pedestrian bridge to safely traverse from the parking area to the soccer fields and new fencing.

The population growth in the area has created a high demand for the use of the athletic fields in the park. Consistent demand for use of the soccer fields, an expanded soccer season, and poor drainage have contributed to the deterioration of the fields within Loyce E. Harpe Park. These factors have also made it difficult to provide the maintenance required to keep the fields in proper playing condition. Converting the fields to artificial turf is an effective means to address field issues and allows for expanded use of the fields by eliminating down time for maintenance and turf recovery.

This agreement will provide design, permitting, geotechnical services, surveying and construction administration services for the conversion of the six multi-purpose soccer fields to artificial turf. Due to the continuous year-round play from the leagues, renovating the fields to artificial turf will significantly improve field durability, increase play time, and reduce maintenance costs associated with mowing, irrigation, and re-sodding.

RECOMMENDATION

Request Board approve (CSA) 2022-061-06 with Chastain Skillman Inc. for professional engineering services for Loyce E Harpe Park in Mulberry in the amount of $309,315.00.

FISCAL IMPACT

Funds are budgeted and available in the 5-year Parks & Natural Resources CIP within the East Park Impact Fee District Fund.

CONTACT INFORMATION

Michael Callender, Parks & Recreation Administrator
Parks & Natural Resources
(863) 534-4340
mikecallender@polkfl.gov <mailto:mikecallender@polkfl.gov>

Tabitha Biehl, Director
Parks & Natural Resources Division
(863) 534-7377
tabithabiehl@polkfl.gov <mailto:tabithabiehl@polk-county.nt>

Consultant Services Authorization

Firm Name:	Chastain Skillman Inc.
Master Agreement No.:	2022-061
CSA No.:	2022-061-06
Project Name:	Loyce E Harpe Park Artificial Turf Soccer Fields
Project Description:	Engineering, permitting, geotech, surveying and construction administration services for the renovation of six multi-purpose soccer fields to artificial turf.
Project Exhibits and Attachments	Exhibit "A"- Scope of Services for this CSA Exhibit "B"- Current Fee Schedule (Master Agreement) Exhibit "C"- Reimbursable Cost Schedule Exhibit "D"- Professional Liability (Project Specific)
Duration (in days)	510 days or to project completion
Compensation (Lump sum or Not to exceed to be identified in Exhibit "A")	$ 309,315.00
Liquidated Damages (if applicable)	$N/A/Per Day
Budget Source/Availability	12264.350572079.5662030.3500074

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: _____

_Martha Santiago, Ed.D., Chairman

Board of County Commissioners

Review as to form and legal sufficiency

5/21/2026

County Attorney's Office Date

Attest:

4/1/2026

Corporate Secretary Date

Chastain-Skillman

CONSULTANT COMPANY NAME

Authorized Corporate Officer

Andrew G. Mason, CFO 4/1/2026

[Printed Name and Title] Date

SEAL

CHASTAIN-SKILLMAN, LLC LIMITED LIABILITY SEAL 1950 FLORIDA

7.27.20(MS)

Consultant Services Authorization

Firm Name:	Chastain Skillman Inc.
Master Agreement No.:	2022-061
CSA No.:	2022-061-06
Project Name:	Loyce E Harpe Park Artificial Turf Soccer Fields
Project Description:	Engineering, permitting, geotech, surveying and construction administration services for the renovation of six multi-purpose soccer fields to artificial turf.
Project Exhibits and Attachments	Exhibit "A"- Scope of Services for this CSA Exhibit "B"- Current Fee Schedule (Master Agreement) Exhibit "C"- Reimbursable Cost Schedule Exhibit "D"- Professional Liability (Project Specific)
Duration (in days)	510 days or to project completion
Compensation (Lump sum or Not to exceed to be identified in Exhibit "A")	$ 309,315.00
Liquidated Damages (if applicable)	$N/A/Per Day
Budget Source/Availability	12264.350572079.5662030.3500074

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: _____

_Martha Santiago, Ed.D., Chairman

Board of County Commissioners

Review as to form and legal sufficiency

5/21/2026

County Attorney's Office Date

Attest:

4/1/2026

Corporate Secretary Date

Chastain-Skillman

CONSULTANT COMPANY NAME

Authorized Corporate Officer

Andrew G. Mason, CFO 4/1/2026

[Printed Name and Title] Date

SEAL

CHASTAIN-SKILLMAN, LLC LIMITED LIABILITY SEAL 1950 FLORIDA

7.27.20(MS)

EXHIBIT A

Loyce Harpe Park - Mulberry
Civil Engineering Services to Convert Six Soccer Fields to Artificial Turf
Scope of Services and Professional Fee

Client:	Polk County Board of County Commissioners
Project Name:	Loyce Harpe Park – Mulberry, Florida Convert Existing Natural Grass Soccer Fields to Artificial Turf
CSI File No.:	WRC26001
Date:	February 19, 2026

Polk County Parks and Natural Resources Division (PNR) is seeking design, permitting, geotechnical services, surveying and construction administration services for converting six (6) natural grass soccer fields to artificial turf in Loyce Harpe Park in Mulberry, Fl.

PNR is seeking to convert the above referenced fields of the park to artificial turf. Developing a performance specification and/ or bid documents for a complete artificial turf system that includes sub-base, drainage, carpet and in-fill to meet the site conditions and recreational level of use will be a critical component of the scope / deliverable. The scope includes coordinating and submitting all permit modifications, or exemption letters from the agencies described below (i.e. Water Management District, etc.).

PNR does not anticipate any potable water, sanitary sewer utility design, and/or permitting to be required. Any irrigation to be removed shall be on an "as-found" basis during construction and shall be the reponsibility of the contractor. Water and Sewer Utilities and Irrigation design is not included in this project.

PNR requires digital copies of all data and deliverables, in both a pdf format and in usable shapefiles, when appropriate, to include but not limited to: site survey, geotechnical survey locations, concept design, final design plans, as-builts and other data collected that is georeferenced for this project. This shall include two (2) sets of signed and sealed hard copy plans.

Upon authorization of the Agreement between the Polk County Board of County Commissioners (Client) and Chastain Skillman, LLC. (CS), will be responsible to provide engineering services as well as permitting for the entire project initially, however; limited construction administration will be spread out, as described in detail, over a 3 year period. Specifically, the Scope-of-Services shall include the following task items:

SCOPE-OF-SERVICES: CS will be responsible to provide:

I. Project Initiation:

1. **Project Kickoff Meeting:**
   a.) Attend a kickoff meeting with the Client and the Design Team in order to understand the lines of communication, goals/objectives of the project and schedule.

2. **Preapplication Conferences:**
   a.) Schedule and meet with the following regulatory agencies to review the design and permitting requirements for the conversion of the existing grass soccer fields to synthetic turf:
   - Southwest Florida Water Management District.
   - Polk County Land Development.

3. **Environmental Services:**
   a.) Contract with Environmental Science and Technologies, (ESA) to perform a cursory environmental site review to include:
   - Desk top Review of Parcel Limits – Prior to any field surveys, a desk top review will be conducted of the site to determine any potential constraints that may currently exist. This includes, but not limited to, National Wetlands Inventory, National Resource Conservation Service Soils and United States Geographical Survey Topographic databases. Listed species databases. Listed species databases will be reviewed as well as Audubon Florida Eagle Watch Bald Eagle Locator.
   - Preliminary Listed Species Survey – During the site review a preliminary listed species survey will be conducted to determine the potential for the existence of state and federally listed species and/or their habitat within the review area. While on site a 15% gopher tortoise burrow survey will be conducted to determine the potential density of individuals on the site.
   - Wetland/Waterbody Delineation – ESA will delineate all wetlands and waterbodies in accordance with Chapter 62-340, Florida Administrative Code (F.A.C.). In addition, all other surface water (OSW) features within the review area will be reviewed and field located where applicable.
   - Environmental Memorandum Preparation – Upon completion of the field review of the proposed site, an environmental Memorandum will be written that define the environmental constraints that exist within the Project Area. This memo will describe the onsite site conditions, wetlands and waterbodies, permitting, mitigation option, listed species avoidance and minimization measures.
   - Coastal Zone Management (CZM) Act Exemption – Because of the location of the park and since wetland features that are

considered Waters of the U.S. (WOTUS) are not proposed to be impacted as a result of the project, it is anticipated that the park improvements will be exempt from the CZM Act. As part of the Environmental Memo preparation, the CZM Act exemption will be addressed.

- Florida Master Site File TRA Search – A database search will be conducted with the Department of Historical Resources (DHR) to identify any previously recorded archaeological and cultural resource sites.

4. **Topographical Survey:**

a) CS will be responsible for preparing a Topographic Survey of an approximately 25-acre portion of Loyce E. Harpe Park, located at 500 West Carter Road, Mulberry, Florida, 33860, as shown on the attached Survey Exhibit. This survey will be prepared to aid in the design of the soccer fields located at the park. The specific scope items are listed below.

- Conduct office research, field coordination, and quality control measures as deemed necessary by CS in order to produce the survey.
- The horizontal datum for the project will be NAD 83 (2011 Adjustment), Florida State Plane, West Zone (902). All measurements will be in US Surveyor's Feet (sFT).
- Locate and depict aboveground improvements on the survey within the project limits.
- The vertical datum for the project will be based on the North American Vertical Datum of 1988 (NAVD88).
- Provide spot elevations and one-foot (+/-) contours. The spot elevations upon which the contours are based will be indicated on the drawings. An interpolated one-foot contour line (+/- 6 inches) will also be plotted on the drawing.
- The spot elevations will extend approximately to the limits as shown on the attached Survey Exhibit.
- Provide invert information of accessible storm water and sanitary sewer structures.
- Locate trees of 6-inch diameter or larger as measured at approximately 4 feet above the ground. In areas of dense tree coverage, only the edge of the tree line will be depicted.
- Pavement markings and roadway signage location with sign content.
- Provide electronic copy of the survey in AutoCAD Civil 3D 2018, excluding title block and certifications.
- Provide an electronic copy of the signed and sealed survey(s) of the above-referenced site. The survey(s) will be performed in accordance with standards of practice adopted by the State of Florida Department of Agriculture and Consumer Services.

Survey Certification: The survey certification shall read as follows: I hereby certify that this drawing correctly reflects the results of a recent survey made under my direction and this survey was made in accordance with Standard of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

5. **Geotechnical Investigation Report:**
   a) Contract with Madrid Engineering Group, Inc. to provide a Geotechnical Report of the soccer field area to include:
      - Site reconnaissance to review existing conditions in the field.
      - Utility locates via Sunshine One Call (required 3 days prior to the field work).
      - Mobilization to the site.
      - Conduct twelve (12) hand auger borings (2 in each soccer field), to a maximum depth of 6 feet below ground surface (beg), within the soccer field area.
      - Conduct two (2) shallow (approximately 2 feet deep) test pits and two (2) hand auger borings to a depth of 10 feet below existing grade (beg), within the retention areas. At the base of the test pit, two (2) undisturbed samples will be collected (1 horizontal and 1 vertical) for permeability testing in the laboratory.
      - Provide an electronic copy of the report signed and sealed by a registered professional geotechnical engineer which will include:
        - A description of the site, fieldwork, laboratory testing and general soil conditions encountered.
        - Measured apparent and estimated seasonal high groundwater level within the soccer field and retention areas.
        - General geotechnical recommendations for stormwater pond.

II. Conceptual Plan:

1. Attend one (1) meeting with the Client and Design Team for the purpose of finalizing the layout and dimensions of the six (6) soccer fields.
2. After the above meeting, submit the final Conceptual Plan to the Client for approval.

III. Civil Engineering Site/Grading/Soccer Fields:

1. Based on the approved Conceptual Site Plan above, prepare the final engineered Site Plan for the six (6) existing natural turf soccer fields.
2. Design collector storm sewer to existing on-site retention areas. For ease in permitting, every attempt will be made to maintain existing drainage patterns. No new impervious area is proposed.
3. Contract with OSports to provide:

- Prepare plans and specifications for the conversion of the six (6) existing soccer field to artificial turf, including:
  - Field Layout and striping/graphics plans based off NCAA and/or NFHS design requirements.
  - Field area grading plans.
  - Field area utility plans containing:
    - Layout of field underdrain and storm collector system.
    - Layout of electrical or future use conduit pathways.
  - Field cross sections and field related details.
- Assist with coordination of graphics design for the field lines, field logo with PNR and include in our plan set.
- Provide drawings stamped and sealed by a Professional Architect and/or Engineer registered in the State of Florida.
- Attend a design kick-off meeting and up to (3) design review meetings with PNR and any stakeholders to determine the basis of design, design schedule and address any comments of the design of the facility.
- Provide drawings and specifications for review at 30%, 60% and 90% Construction Documents/For Permit deliverables.
- Provide opinion of probable cost for the artificial turf fields at 60% and 90% deliverables.

IV. Permit Documents and Applications:

1. Prepare and submit permit packages and respond to comments from required agencies and jurisdictions. The following are anticipated:
   a. Southwest Florida Water Management District – Modification of existing Environmental Resource Permit. No new impervious area is proposed.
   b. Polk County – Land Development Review.
   c. Coastal Zone Management Act (Exemption).
   d. Florida Department of Environmental Protection – NPDES to be submitted by Owner or Contractor.

V. Project Specifications Manual:

1. Provide the County with project specifications for all civil engineering, including artificial turf. A technical specifications manual, with Opinion of Probable Cost (Containing Quantities) will be provided at 60% and 90% completion with final construction specifications and Opinion of Probable Cost being provided at 100% completion.

VI. Limited Construction Administration:

1. Phase I consisting of the two (2) westerly tournament level soccer fields, expected to be constructed in 2027.
   a. Limited construction administration shall consist of the following:
      - Responding to bidder's questions (RFI's).

- Attend a construction kick-off meeting with PNR, contractors, and any subcontractors to review planned construction activities, construction drawings and specifications.
- Reviewing Shop Drawings and submittals.
- Review/Prepare Change Orders.
- Review Contractor's Application for Payments.
- Attend up to Sixteen (16) construction meetings at 2 hrs. each.
- Respond to Contractor questions.
- Attend substantial and final inspections on-site.

2. Phase 2 consisting of the two (2) middle soccer fields, expected to be constructed in 2028.
   a. Limited construction administration shall consist of the following:
      - Responding to bidder's questions (RFI's).
      - Attend a construction kick-off meeting with PNR, contractors, and any subcontractors to review planned construction activities, construction drawings and specifications.
      - Reviewing Shop Drawings and submittals.
      - Review/Prepare Change Orders.
      - Review Contractor's Application for Payments.
      - Attend up to Sixteen (16) construction meetings at 2 hrs. each.
      - Respond to Contractor questions.
      - Attend substantial and final inspections on-site.

3. Phase 3 consisting of the two (2) easterly soccer fields, expected to be constructed in 2029.
   a. Limited construction administration shall consist of the following:
      - Responding to bidder's questions (RFI's).
      - Attend a construction kick-off meeting with PNR, contractors, and any subcontractors to review planned construction activities, construction drawings and specifications.
      - Reviewing Shop Drawings and submittals.
      - Review/Prepare Change Orders.
      - Review Contractor's Application for Payments.
      - Attend up to Sixteen (16) construction meetings at 2 hrs. each.
      - Respond to Contractor questions.
      - Attend substantial and final inspections on-site.

VII. Record Drawings

1. Phase I Construction consisting of the two (2) westerly tournament level soccer fields.
   a. Prepare record drawings based on the contractor provided as-built drawings. CS requires four (4) signed/sealed (Florida Registered Professional Surveyor) copies of the "as-built" drawings, as well as a pdf file and a CAD file.
   b. Provide 1 hard copy, 1 pdf copy, and 1 CAD copy to the Client.

2. Phase 2 Constuction consisting of the two (2) middle soccer fileds.
   a. Prepare record drawings based on the contractor provided as-built drawings. CS requires four (4) signed/sealed (Florida Registered Professional Surveyor) copies of the "as-built" drawings, as well as a pdf file and a CAD file.
   b. Provide 1 hard copy, 1 pdf copy, and 1 CAD copy to the Client.

3. Phase 3 Constuction consisting of the two (2) easterly soccer fields.
   c. Prepare record drawings based on the contractor provided as-built drawings. CS requires four (4) signed/sealed (Florida Registered Professional Surveyor) copies of the "as-built" drawings, as well as a pdf file and a CAD file.
   d. Provide 1 hard copy, 1 pdf copy, and 1 CAD copy to the Client.

EXAMPLE OF SERVICES NOT INCLUDED:

- Payment of utility locate fees, if any, provided by the utility companies.
- Archaeological cultural resource field study.
- Appraisal or land acquisition services.
- Wetland delineation and location, permitting or design.
- Bald Eagle Permitting.
- Gopher Tortoise Permitting or Relocation.
- Listed species relocation.
- Phase I Site Assessment.
- Concrete walks, fencing, lighting or any other services beyond those expressly stated in the Scope-of-Services herein.
- Research, Excavation, and location of underground improvements.
- Boundary Survey or ALTA/ACSM Land Title Survey.
- Landscape and irrigation services.
- Electrical, Potable Water or Sanitary Sewer Utilities.
- Verification of accuracy of information provided by others.
- Any other services not expressly stated in the Scope-of-Services herein.

ASSUMPTIONS:

The Scope-of-Services and Compensation arrangement outlined in this Task Order are based on the following assumptions:

1. It is assumed that the Client will furnish CS with all information as to its requirements including any special or extraordinary considerations for the Project, and also to make available existing pertinent data.
2. It is assumed that the information required to complete CS's services will be readily available.
3. It is assumed that the information provided by the Client and any third parties is accurate and can be relied upon by CS.

4. It is assumed that a zoning or land use change will not be required for the development.
5. It is assumed that the gopher tortoise permitting, and relocation is not part of this work.
6. It is assumed that the sand-skink survey and permitting is not a part of this work.

PERIOD OF SERVICE:

Upon acceptance of this agreement and receipt of a Notice to Proceed from Polk County, the Consultant will promptly initiate its services and would expect to substantially complete the services through submittal for permitting within approximately One-Hundred Twenty (120) days. The time required for review of drawings by the agencies, approval of permits, and the County's Construction Manager review is estimated at 90 days but is beyond the control of the Consultant.

The following general schedule is anticipated for the period of service:

Task	Duration
Project Design	120 Days
Permitting	60 Days
Bidding (During Permitting)	60 Days
Construction	240 Days
Permitting Close-out	30 Days

This Space Intentionally Left Blank

COMPENSATION:

Our compensation for the Surveying and Professional Engineering Services delineated above will be based on the Lump Sum of $268,970.00 as summarized below:

TASK	DESCRIPTION	FEE, $
I.	Project Initiation	
1	Kickoff Meeting	1,680
2	Preapplication Conferences	2,260
3	Environmental Services	6,965
4	Topographical Survey	17,900
5	Geotechnical Investigation Report	9,850
II	Conceptual Plan (30%)	27,977
III	Civil Engineering Site/Grading/Soccer Fields	
1	Final Site Plan	6,590
2	Collector Storm Sewer and Retention Area	8,900
3	60% Design Plans, Opinion of Probable Cost, Technical Specs.	29,806
4	90% Design Plans, Opinion of Probable Cost, Technical Specs.	28,806
5	100% Design Plans, Opinion of Probable Cost, Technical Specs	28,806
IV	Permit Documents and Applications	10,330
V	Project Specifications Manual	6,600
VI	Limited Construction Administration	
	Phase 1 Construction	25,750
	Phase 2 Construction	25,750
	Phase 3 Construction	25,750
VII	Record Drawings	
	Phase 1 Construction	1,750
	Phase 2 Construction	1,750
	Phase 3 Construction	1,750
	LUMP SUM	**$268,970**

TASK	CONTINGENCY	FEE, $
I.	15% Contingency (Not to be Utilized without prior County Approval)	40,345
	LUMP SUM	**$40,345**

The Client and CS agree that the individual tasks may be exceeded, provided the total fixed fee is not exceeded without the prior written authorization from the Client.

We trust that this working arrangement is agreeable with you, and if so, would appreciate execution of this Letter-of-Agreement in the appropriate spaces provided below and the return of one executed copy of same to this office.

Signed and accepted by:

CHASTAIN-SKILLMAN, LLC

W. R. Cauthan, PE

Vice President of Civil Engineering

Feb. 20, 2026

Date

POLK COUNTY BOCC

Authorized Representative for Client

Date

Exhibit "B" - Fee Schedule

Polk County RFP 22-315
Professionl Engineering Services for Parks Natural Resources
Bill Rates

	Labor Rates by Position / Title			
	Raw Labor Rates		Raw Rates x Mult. (3.48)	
Position/Title	Minimum	Maximum	Minimum	Maximum
Prinicipal/Program Manager	$ 52.89	$ 123.08	$ 184.06	$ 428.32
Sr Consultant	$ 49.76	$ 118.05	$ 173.16	$ 410.81
Department Director	$ 55.00	$ 74.12	$ 191.40	$ 257.94
Sr Project Manager	$ 56.01	$ 76.92	$ 194.91	$ 267.68
Sr Project Engineer/Professional	$ 56.01	$ 76.92	$ 194.91	$ 267.68
Project Manager	$ 46.00	$ 57.69	$ 160.08	$ 200.76
Project Engineer/Professional	$ 45.67	$ 57.29	$ 158.93	$ 199.37
Assistant Project Manager	$ 28.00	$ 51.23	$ 97.44	$ 178.28
Engineer IV	$ 32.00	$ 42.97	$ 111.36	$ 149.54
Engineer III	$ 31.50	$ 39.86	$ 109.62	$ 138.71
Engineer II	$ 29.20	$ 37.85	$ 101.62	$ 131.72
Engineer I	$ 26.44	$ 29.35	$ 92.01	$ 102.14
GIS Database Manager/Programer	$ 45.25	$ 49.81	$ 157.47	$ 173.34
GIS Analyst	$ 37.12	$ 45.92	$ 129.18	$ 159.80
Project Coordinator II	$ 28.12	$ 38.50	$ 97.86	$ 133.98
Project Coordinator I	$ 15.00	$ 28.12	$ 52.20	$ 97.86
Intern	$ 12.00	$ 23.00	$ 41.76	$ 80.04
Sr Construction Representative	$ 35.92	$ 42.00	$ 125.00	$ 146.16
Construction Representative	$ 24.00	$ 36.01	$ 83.52	$ 125.31
CADD Manager	$ 41.34	$ 56.00	$ 143.86	$ 194.88
Sr CADD Designer	$ 28.00	$ 41.99	$ 97.44	$ 146.13
Designer	$ 20.00	$ 32.21	$ 69.60	$ 112.09
Survey Director	$ 64.00	$ 69.15	$ 222.72	$ 240.64
Sr Project Manager (Survey)	$ 51.92	$ 69.15	$ 180.68	$ 240.64
Project Manager (Survey)	$ 38.40	$ 52.00	$ 133.63	$ 180.96
Assistant Project Manager (Survey)	$ 28.00	$ 38.50	$ 97.44	$ 133.98
3 man Crew			$ 185.00	$ 210.00
2 Man Crew			$ 165.00	$ 185.00
1 Man Crew			$ 155.00	$ 170.00

Labor Multiplier Calculation	
Category	Std Multi
Direct Labor	1.00
Fringe Benefits/OH/Adm/GA	2.11
Subtotal	3.11
Profit @ 12%	0.37
Actual Multiplier	3.48

CHASTAIN SKILLMAN

DESCRIPTIONS AND RESPONSIBILITIES OF PERSONNEL

CLASSIFICATION	POSITION OVERVIEW	RESPONSIBILITIES	EDUCATION/EXPERIENCE
Project Manager	Project Representative; Manage project staff, budget, schedule and design	Communicate with client and subs, Manage activities of project staff, Create budget and schedule, Report to Principal-in Charge	Registered PE, Degree in Engineering, 25 years of experience, supervisory & management experience
Principal-in-Charge	Represents company, Provides project leadership, Supervises Project Manager	Responsible for project to be completed correctly, on time and on budget	Registered PE, Degree in Engineering, 25 years of experience, supervisory & management experience
QA/QC	Ensures project quality and efficiency	Make sure team adheres to Quality Control checklist, Reviews external deliverables for quality	15 years of experience, supervisory & management experience
Project Engineer	Provide project design, permitting, specification preparation and site inspection	Communicate with team members, ensure projects stays on budget and schedule, Report to Project Manager	Registered PE, Degree in Engineering, 5 years of experience
Survey Director	Provides leadership & development of survey operations, Directs survey field crew	Research existing project information, QA/QC of survey activities, planning of survey crew schedule, communication with client & team members	Registered PSM, 10 years of experience, supervisory & management experience
Survey Technician	Working on survey field crew	Perform basic survey field tasks	High School Diploma
Construction Inspector	Monitors construction of project, Provides construction engineering inspection	Coordinates MOT, Provides materials testing, Resolves construction issues, Keeps construction on schedule and inspects for quality	5 years of experience, High School Diploma
Administrative Professional/Intern	Administrative support	Office duties that include filing, typing and correspondence	High School Diploma

CHASTAIN SKILLMAN

KEY PERSONNEL

1. Ron Cauthan, PE – Project Manager
2. Lennie Arnold, PE, LEED AP – QA/QC
3. Jim Chastain, PhD, PE, BCEE, MPH – Principal-In-Charge
4. Doug Forni, PE – Senior Project Engineer – Parks
5. Drew Morson, PE, CFM – Stormwater Lead
6. Doug Jones, PE – Utilities Engineering/Coordination
7. Fred Ammermann, PSM – Senior Project Surveyor
8. Jeff Ammermann, PSM – Project Surveyor
9. Sean Childs – Survey/CAD Technician
10. Albert Truman – Construction Project Representative
11. Chris Plowman – Construction Project Representative

Fran McAskill
Director
Procurement Division

330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

A. Regular Copying	Single Side	Double Sided
8 ½ x 11 (black & white)	$ 0.15/page	$ 0.25/sheet
8 ½ x 11 (color)	$ 0.30/page	$ 0.40/sheet
8 ½ x 14 (black & white)	$ 0.15/page	$ 0.25/sheet
8 ½ x 14 (color)	$ 0.30/page	$..0.40/sheet
11 x 17 (black & white)	$ 0.25/page	$ 0.35/sheet
11 x 17 (color)	$ 0.40/page	$ 0.50/sheet
9 ½ x 24 Single Side Only	$ 1.00/page	
17 x 22 Single Side Only	$ 2.00/page	
18 x 24 Single Side Only	$ 2.00/page	
24 x 36 Single Side Only	$ 3.00/page	
30 x 30 Single Side Only	$ 5.00/page	
32 x 34 Single Side Only	$ 5.00/page	
Other sizes-per square inch	$ 0.03/page	
Compact Digital Disk	$ 6.00/disk	
B. Blueprint Copy		$10.00/page

2. Subcontractor Services — Actual Costs
3. Special Consultants — Actual costs
4. Computer Services — Non-reimbursable
5. Travel Expenses — In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook.
6. Postage, Fed Express, UPS — Actual Costs
7. Pre-approved Equipment (includes purchase and rental of equipment used in project) — Actual Costs

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 03/17/2026

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
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	HDI Specialty Insurance Company	16131
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Chastain-Skillman LLC
dba ChastainSkillman / DCCM
205 East Orange Street, Suite 110
Lakeland FL 33801 USA

COVERAGES **CERTIFICATE NUMBER:** 570118555995 **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.

Limits shown are as requested

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						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ N / A						E.L. EACH ACCIDENT	
	(Mandatory in NH)						E.L. DISEASE-EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	
A	Architects & Engineers Professional			PID6558401S Claims Made SIR applies per policy terms & conditions	06/30/2025	06/30/2026	Per Claim Limit	$10,000,000
							Aggregate Limit	$10,000,000

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

RE: Project Number: CSA # 2022-061-06. Evidence of Insurance.

CERTIFICATE HOLDER

Polk County Parks and Natural Resources
4177 Ben Durrance Road
Bartow FL 33830 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570118555995

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Client#: 189537 DCCMLLC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/18/2026

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

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PRODUCER Propel Insurance 1201 Pacific Avenue; Suite 1000 COM Middle Market Tacoma, WA 98402-4321	CONTACT NAME: Michelle Wolfe PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326 E-MAIL ADDRESS: michelle.wolfe@propelinsurance.com
INSURED Chastain-Skillman, LLC DCCM, LLC 205 E Orange St Lakeland, FL 33801	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : American Guarantee and Liability Ins.Co — 26247 INSURER B : Zurich American Insurance Company — 16535 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO872027302	06/30/2025	06/30/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X BI/PD Ded:2,000						MED EXP (Any one person)	$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	X POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
								$
B	AUTOMOBILE LIABILITY			BAP872027402	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			SXS808437602	06/30/2025	06/30/2026	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC872027202	06/30/2025	06/30/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

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

CSA #2022-061-06

CERTIFICATE HOLDER

Polk County Parks and Natural Resources
4177 Ben Durrance Road
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

Mitchell A. Ayers

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Coverage Extension Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP 8720274 - 02	Effective Date: 06/30/2025

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

   We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

   (a) Are the property of an "insured"; and

   (b) Are in a covered "auto" at the time of "loss".

   The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Blanket Notification To Others Of Cancellation

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 8720273 - 02	Effective Date: 06/30/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:

1. Must be initially provided to us within 15 days:
   a. After the beginning of the policy period shown in the Declarations; or
   b. After this endorsement has been added to policy;
2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
3. Must be in an electronic format that is acceptable to us; and
4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2. 3.** and **4.** above.

B. Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.

C. Proof of e-mailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.

D. Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:

1. Extend the Coverage Part cancellation date;
2. Negate the cancellation; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

E. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Other Insurance Amendment – Primary And Non-Contributory

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO872027302	06/30/2025	06/30/2026	06/30/2025			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

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.

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Additional Insured – Owners, Lessees Or Contractors – Completed Operations

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 8720273 - 02	Effective Date: 06/30/2025

This endorsement modifies insurance provided under the:

Commercial General 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 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

Section **II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, 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 such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

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

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 any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 8720273 - 02	Effective Date: 06/30/2025

This endorsement modifies insurance provided under the:

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

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 of this endorsement, 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 in such Schedule.

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

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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.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 06/30/2025 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. WC 8720272 - 02 Endorsement No.

of the Zurich American Insurance Company (NAME OF INSURANCE COMPANY)

issued to DCCM LLC

Premium (if any) $

Authorized Representative

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
Blanket Waiver of Subrogation	

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

   Name of person or organization

   (X) Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
3. Premium:
   The premium charge for this endorsement shall be_____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

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 06.30.2025 Insured | Policy No. WC872027202 | Endorsement No. Premium

Insurance Company | Countersigned by _____

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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

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. WC872027202 Endorsement No.

Insured DCCM LLC Premium $

Insurance Company Countersigned by _____

Zurich American Insurance Company

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Polk County

Board of County Commissioners

Agenda Item R.25. 6/16/2026

SUBJECT

SET HEARING to consider a request to vacate platted and unmaintained right-of-way shown on the plat of Bevington Manor. (Suggested hearing date is July 7, 2026, at 9:00 a.m. or immediately following the regular agenda)

DESCRIPTION

The County has received the following request to adopt a resolution vacating, abandoning, discontinuing, closing, renouncing, and disclaiming any rights of the County or the public in certain platted and unmaintained right-of-way within Polk County. Florida Statutes, Section 336.10, requires the Commissioners hold a public hearing to consider Petitions adopting resolutions vacating, abandoning, discontinuing, closing, renouncing, and disclaiming property under their control. Setting a public hearing date will comply with Florida Statutes and allow the request to be considered.

Request Board set a public hearing date for the following request to vacate platted and unmaintained right-of-way. Suggested Hearing Date: Tuesday, July 7, 2026, at 9:00 a.m., or immediately following the regular agenda:

1. Consider a petition by Jim Schultz to adopt a resolution vacating the north half of platted and unmaintained right-of-way shown as Roosevelt Street, lying south of Lots 119 and 120, on the plat of Bevington Manor recorded in Plat Book 20, at Page 47, Public Records of Polk County, Florida. The subject right-of-way lies in Section 3, Township 28 South, Range 24 East.

RECOMMENDATION

Request Board set a Public Hearing on Tuesday, July 7, 2026, at 9:00 a.m., or immediately following the regular agenda, to consider the preceding item.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577

Agenda Item R.26. 6/16/2026

SUBJECT

Approve Grazing Lease Agreement between Polk County and Stuart Cattle & Equipment, LLC. ($7,500 annual revenue)

DESCRIPTION

In December 2024, the County purchased a large tract of land located along Friedlander Road in the Lake Wales area in conjunction with a recommendation by the Conservation Land Acquisition Selection Advisory Committee ("CLASAC"). The property contains a total of approximately 649-acres the majority of which was historically utilized for cattle grazing operations. Cattle grazing has been previously utilized as beneficial and effective tool to aid in the management of certain properties acquired for conservation purposes. The Parks and Natural Resources Division requested Procurement solicit proposals from qualified vendors to lease portions of the County-owned property, totaling approximately 633 acres. Request for Proposal (RFP) 26-095 was issued and two proposals were received. On April 7, 2026, the Board approved the selection committee's recommendation to enter lease negotiations with the highest ranked proposer, Stuart Cattle & Equipment, LLC ("Stuart"). Negotiations between the County and Stuart have resulted in an annual lease amount of $7,500 and Stuart has executed and delivered a Grazing Lease Agreement with an initial term of five (5) years beginning July 1, 2026 which includes two 5-year renewal terms. Approving the aforementioned Grazing Lease Agreement will allow Stuart Cattle & Equipment to utilize the designated portions of the property for its grazing operations and assist the County with maintenance associated with the property.

RECOMMENDATION

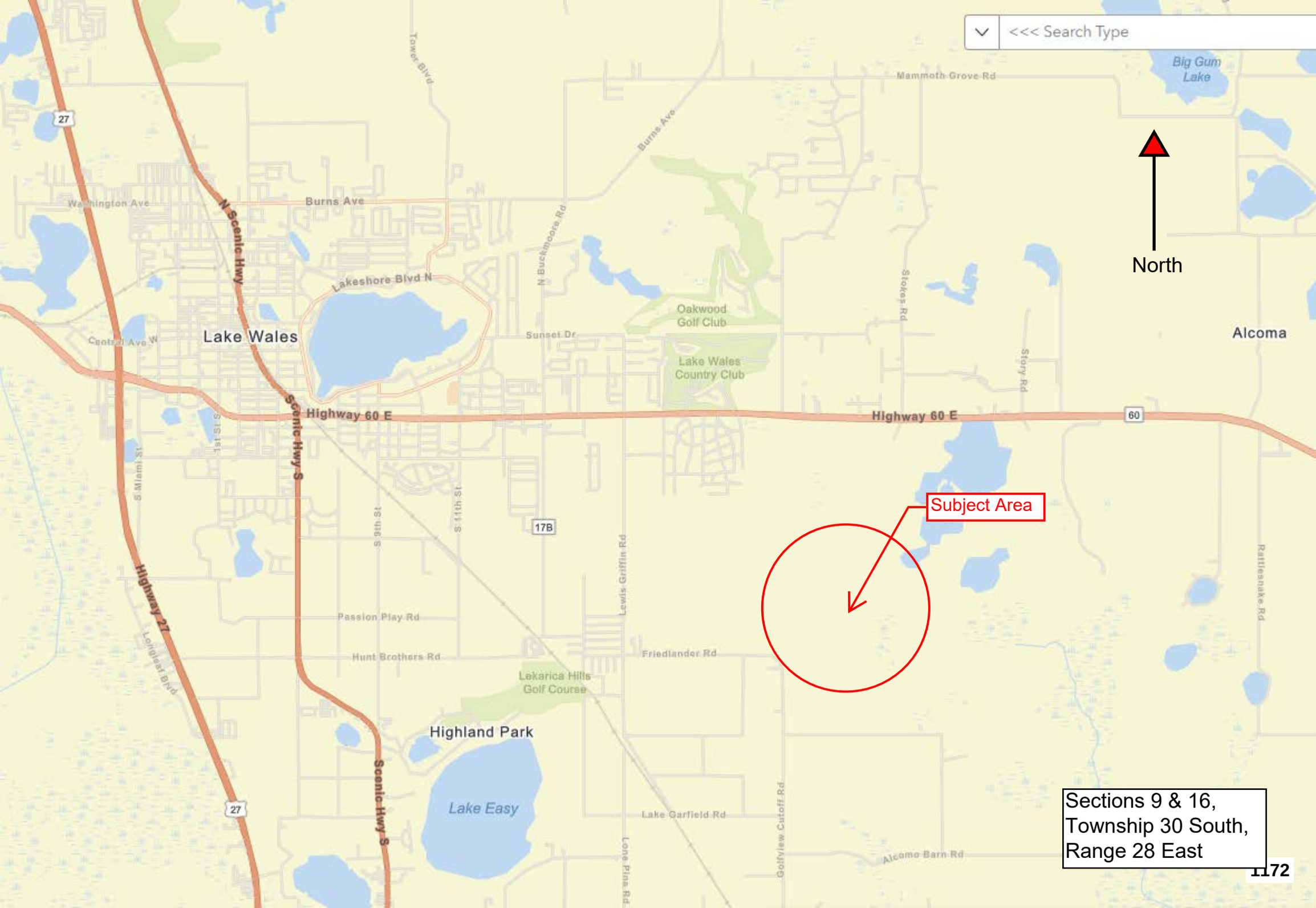
Request Board approve the above-mentioned Grazing Lease Agreement with Stuart Cattle & Equipment, LLC.

FISCAL IMPACT

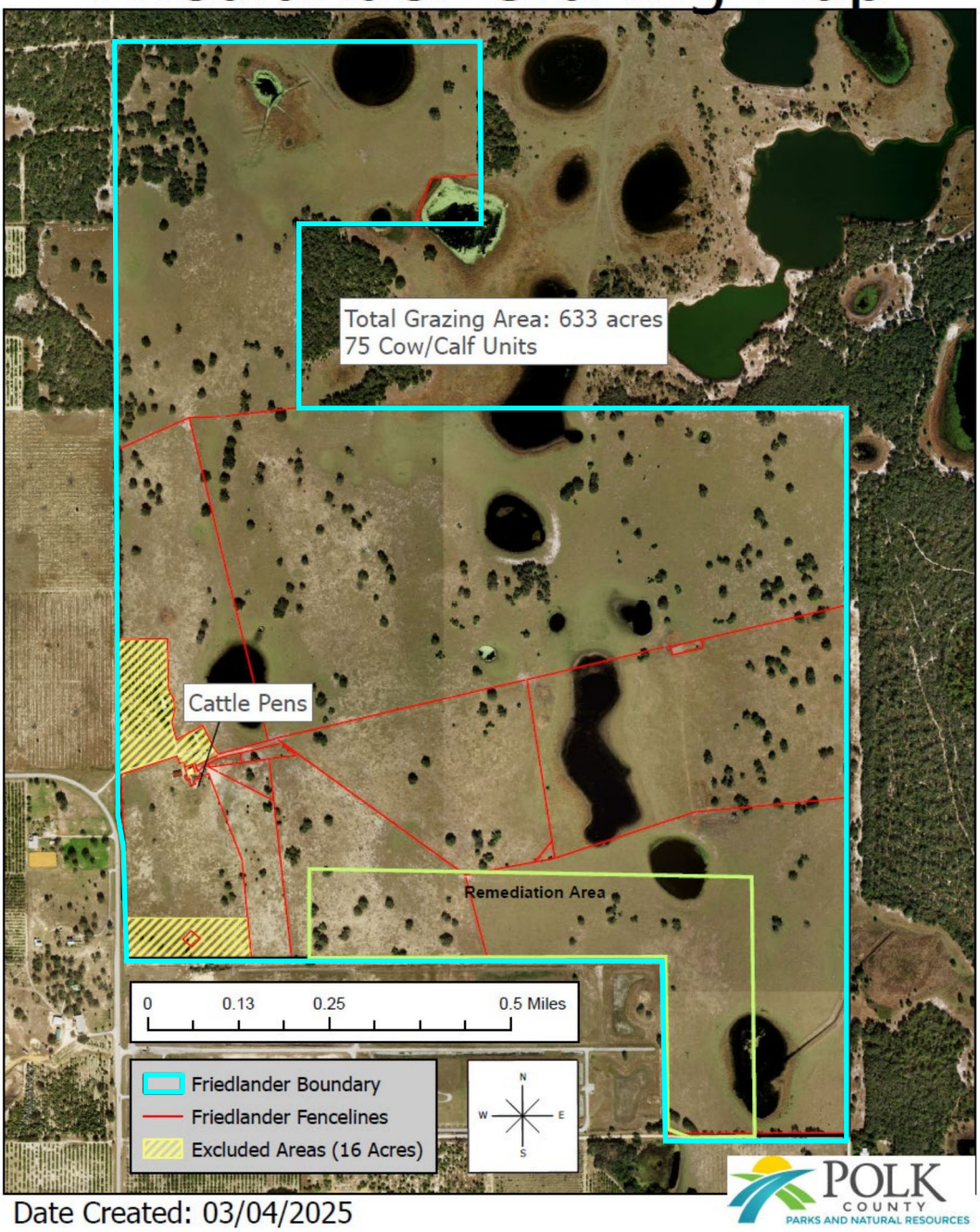
Annual lease proceeds in the amount of $7,500 to be deposited into the appropriate fund, as determined by Finance and Accounting.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


<<< Search Type
Big Gum Lake
Mammoth Grove Rd
Tower Blvd
Burns Ave
Washington Ave
N Scenic Hwy
Lakeshore Blvd N
N Buckmoore Rd
Stokes Rd
Oakwood Golf Club
Lake Wales
Central Ave W
Sunset Dr
Lake Wales Country Club
Story Rd
Alcoma
North
Highway 60 E
Highway 60 E
60
Scenic Hwy S
1st St S
S Miami St
S 9th St
S 11th St
17B
Subject Area
Lewis Griffin Rd
Rattlesnake Rd
Highway 27
Longleaf Blvd
Passion Play Rd
Hunt Brothers Rd
Friedlander Rd
Lakarica Hills Golf Course
Highland Park
Lake Easy
Lake Garfield Rd
Golfview Cutoff Rd
Lone Pine Rd
Alcomo Barn Rd
27
27
Sections 9 & 16,
Township 30 South,
Range 28 East
1172

Friedlander Grazing Map



Date Created: 03/04/2025

GRAZING LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement"), is entered into as of the Effective Date defined in Section 38, below, by and between **POLK COUNTY**, a political subdivision of the State of Florida (the "Lessor"), 330 West Church Street, Bartow, Florida 33830, and Stuart Cattle & Equipment, LLC, a Florida limited liability company (the "Lessee"), 1462 Stokes Road, Lake Wales, Florida 33898.

RECITALS

WHEREAS, the Lessor owns that certain real property identified as Parcel ID Numbers 283009-000000-041000 and 283016-000000-011000 which is more particularly described in Exhibit "A"("County Parcels") located in Polk County, Florida; and

WHEREAS, the Lessor entered into an Extended Occupancy and Hold Harmless Agreement with an effective date of December 18, 2024, over a portion of the County Parcels containing a residential structure as depicted on the aerial drawings attached hereto as Exhibit "B". In addition to the residential structure shown on Exhibit "B" certain additional areas are being excluded which are shown on Exhibits "C-1" and "C-2". The County Parcels LESS and EXCEPT the areas depicted on Exhibits "B", "C-1" and "C-2" shall hereinafter be referred to as the "Property"; and

WHEREAS, the Property is primarily unimproved and the County division responsible for managing the Property, the Parks and Natural Resources Division, has concluded that the current highest and best use of the Property is for cattle grazing purposes; and

WHEREAS, the Lessor has solicited responsive bids from those who could use the Property for cattle grazing purposes pursuant to the Request for Proposal 26-095 (the "RFP"); and

WHEREAS, upon receipt and evaluation of all responsive bids, the Lessee has been selected to lease the Property from the County in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Lessor's Board of County Commissioners acting pursuant to Florida Statutes, Section 125.35, has determined that it is in the Lessor's best interest to Lease the Property to the Lessee for the term and upon all the conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants stated herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree, as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated into this Agreement.

2. **LEASE.** Lessor hereby leases and rents the Property to the Lessee, and the Lessee does hereby lease and rent the Property from Lessor, in accordance with the terms and conditions stated in this Agreement.

3. **TERM.**

(a) Term. The term (the "Term") of the lease governed by this Agreement shall be Five (5) years to commence on July 1, 2026, which is the date (the "Commencement Date") that the Lessor delivers possession of the Property to the Lessee, and shall terminate June 30, 2031, unless sooner terminated in accordance with another provision of this Agreement.

(b) Early Termination. Either party may terminate this Agreement at any time by delivering sixty (60) days prior written notice to the other party. Upon termination of the Agreement the Lessee shall surrender possession of the Property to the Lessor in accordance with Section 20, below. Provided Lessee is not in default of the Agreement, within thirty (30) days after an early termination pursuant to this Section 3(b) the Lessor shall deliver to the Lessee a prorated amount of the Base Rent Lessee has paid Lessor for the Initial Term being terminated.

(c) Renewal Term(s). Provided the Lessee is not in default of this Agreement (or any other agreement with the Lessor) and neither party has terminated the Agreement pursuant to Section 3(b), above, the Agreement will renew without further action of either party for (2) additional 5-year terms (each a "Renewal Term") which shall commence on July 1, 2031 and July 1, 2036. Each Renewal Term shall be in accordance with the terms and conditions stated in this Agreement.

4. **RENT.** The term "Rent" as used in this Agreement shall mean Base Rent and Additional Rent, both as defined in this Section 4, together with any and all other amounts that are payable from the Lessee to the Lessor pursuant to this Agreement.

(a) Base Rent. For its use and occupancy of the Property during each year of the Term, the Lessee shall pay Lessor in advance an annual Base Rent of Seven Thousand, Five Hundred and 00/100 Dollars ($7,500.00), together with any sales, use or other tax due thereon, without abatement, demand, deduction, or offset whatsoever.

(b) Additional Rent. The Lessee shall pay as "Additional Rent" all other sums due from the Lessee to the Lessor in accordance with this Agreement.

(c) Payment. The Lessee's obligation to pay Rent (which includes the Base Rent and any Additional Rent) shall commence on the Commencement Date. For the first year of the Term, the Lessee shall pay a prorated amount of the annual Base Rent on the Commencement Date. Thereafter, during the Term, the Lessee shall pay the Lessor the annual Base Rent on or before January 1st of each subsequent year. Any Additional Rent shall be payable as and when due pursuant to the applicable Agreement sections. If Rent is not paid on or before the tenth (10th) day after it is due, then Lessee shall also pay Lessor a late payment fee equal to five percent (5%) of the Rent payment. Lessee shall remit payment to Lessor at the address stated in Section 31, Notice, below, or at

such other place or places that Lessor may from time to time designate to Lessee by written notice.

5. **ACCEPTANCE OF PROPERTY; ASSUMPTION OF RISK.**

(a) The Lessee acknowledges that the Lessor has not made any representation to the Lessee as to whether the Property is suitable or safe for the Lessee's intended use. The Lessee has examined the condition of the Property, determined that the Property is acceptable for its intended and permitted use, and waives any and all defects that may exist within the Property and any structures or other improvements thereon.

(b) By its execution of this Agreement, the Lessee does hereby assume all risks associated with its occupancy and use of the Property and acknowledges that the Lessee shall be solely responsible and answerable for any and all accidents and injuries to persons or property occurring in, on, or around the Property, without regard to the limits of Lessee's liability insurance required pursuant to Section 12, below.

(c) The Lessor is not required or obligated to make any repair or improvement to the Property.

(d) The Lessor shall not be responsible to the Lessee, its officers, agents, employees, guests or invitees, for any damage or injury caused by or due to the Property, or any structures, improvements, or any appurtenance thereof, being out-of-repair or improperly constructed unless such damage or injury results from the sole negligence of the Lessor, and then only to the extent permitted in accordance with Section 768.28, Florida Statutes.

6. **USE OF PROPERTY; RESTRICTIONS; LESSOR ACCESS.**

(a) Grazing shall be limited to domestic cattle only and the Lessee shall manage the stocking rate, as determined by the Lessor, to prevent damage to the property. Lessee shall not permit any swine, bison, fowl, goats, sheep, or any other animal to pasture, graze, or be located on the Property. Lessee shall not permit any malnourished or diseased cattle on the Property. In addition, the Lessor may decide to allow public access to the site in the future, therefore, all horses used on site should be up to date on Coggins.

(b) The Lessee shall not permit the cattle grazing to restrict the movement of wildlife through the Property or to interfere with any use of adjoining real property.

(c) The Lessee shall not hunt or fish on the Property and shall not permit any other person to hunt or fish on the Property. Lessee acknowledges that the Lessor has reserved all hunting and fishing rights and privileges upon the Property.

(d) The Lessee must obtain approval from the Lessor to trap or remove any feral animals causing damage to the leased area or harm to the cattle from the property.

(e) The Lessee shall use and conduct its operations on the Property in accordance with all applicable federal, state and local laws, statutes, regulations, and ordinances. The Lessee shall obtain and maintain all necessary permits and licenses required to conduct its business on the Property.

(f) Lessor has designated a portion of the Property for its use in conjunction with remediation activities associated with the adjacent Southeast Landfill as depicted on the attached Exhibit "C-1" ("Remediation Area"). Lessee shall not conduct its grazing operations in a manner which would prevent the Lessor from utilizing or accessing the Remediation Area for its remediation activities which may include, but are not limited to, installing or sampling monitoring wells, collecting soil samples, soil removal, etcetera. Lessor reserves the right to temporarily or permanently suspend the Lessee's use of the Remediation Area, or any portion thereof, if Lessor determines, in its sole discretion, that the area or a portion thereof is needed for its remediation activities.

(g) The Lessee shall not use the Property in any manner that would (i) violate the conditions and restrictions stated in this Agreement; (ii) create a nuisance or trespass; or (iii) vitiate or increase the rate of the Lessor's insurance on the Property.

(h) The Lessee shall not store any equipment or any materials on the Property that are not directly related to the use of its cattle operations on the Property.

(i) The Lessee shall not dump, spray, or spread sludge on the Property and shall prevent others from doing the same.

(j) The Lessor will be responsible for all prescribed burning on the Friedlander Preserve site and will notify the Lessee of scheduled burns within the grazing areas. The Lessee may conduct a prescribed burn, only if Lessee is a Certified Florida Prescribed Burn Manager. All burns conducted by Lessee must be approved, in writing, by the Lessor before the Lessee request a burn authorization from the Department of Agriculture and Consumer Sciences – Florida Forest Service. Lessee must submit burn authorization with authorization number, weather reports, and all other related material to the Lessor preceding the burn. Lessee will be responsible for all activities from the burn from ignition to mop up to declared out. Failure to comply with this directive shall be cause for immediate termination of this lease by the Lessor.

(k) The Lessee shall pay or cause to be paid all charges for water, electricity, gas, oil, sewer, telephone service and any and all other utilities used upon the Property throughout the Term, including any connection fees.

(l) The Lessee acknowledges that they're strictly prohibited from cultivating and harvesting any hay crop grasses located on the Property. Lessee may not fertilize the pasture area. Lessee may not treat native vegetation.

(m) Lessor retains the right to restrict grazing in certain areas of the Property when deemed necessary by the Lessor. The temporary restriction of the Lessee's right to graze cattle

on the affected areas of the Property shall not give rise to a reduction or refund of Base Rent or be the basis for any claim Lessor is in default of the Agreement.

(n) Lessee must provide the Lessor a phone number for contact in case of an emergency and during the Term keep such number in service or immediately notify the Lessor of a new contact phone number where the Lessee may be contacted at all times. It is the responsibility of the Lessee to provide to the Lessor a person and a phone number that can be reached at all times in case of an emergency, the person must be able to be on site and able to make repairs within four (4) hours.

(o) If the Lessor chooses to allow public access to the Property then the Lessee must remain professional when approached by the public. No use of profanity is allowed. No use of derogatory, provocative, or foul music is allowed. Music must stay at an acceptable volume.

(p) Lessee acknowledges that the Property may only be used for "bona fide agricultural purposes" as described in Section 193.461(3)(b), Florida Statutes, and Lessee shall not take any action or inaction, nor cause or permit any action or inaction to be taken, which would result in the loss of the Agricultural (AG) Classification on the Property, as further set forth and described in Section 11 below.

(q) The parties acknowledge that the Property contains one (1) contiguous area to be used by Lessee for the pasture of domestic cattle, as depicted on the attached composite Exhibit "A", incorporated herein by reference. The approved grazing areas total is approximately 633 acres. The total number of cow/calf units shall not exceed 75 unless approved by the Lessor's Parks and Natural Resources Division Director, or his or her designee. Lessor will work with Lessee after two years to reassess stocking capacity. Lessee shall implement a rotational grazing system, guided by forage and stubble height to enhance the pasture recovery and ensure even nutrient distribution. The Lessee should prepare and provide to the Lessor's Parks and Natural Resources Division Director, or his or her designee a Grazing Management Plan. The Plan must be approved within the first sixty (60) days of the notice to proceed. The Lessor, as the owner of the property said areas, hereby grants Lessee ingress/egress access over, across and through such property for the purpose of allowing the Lessee to conduct routine maintenance and care of the Property and the Lessee's cattle located thereon, without the requirement of further written approval from the Lessor. Notwithstanding anything to the contrary contained herein, the Lessor may grant the Lessee access over, across and through certain portions of said Lessor property in order to move Lessee's cattle from one area of the Property to another; provided that such access and movement of cattle must be coordinated with and pre-approved in writing by the Lessor's Parks and Natural Resources Division Director, or his or her designee, pursuant to the notice provisions stated in Section 31. Such prior written consent may be withheld in the Lessor's discretion.

(r) The Lessee shall comply with all other requirements, responsibilities, prohibitions, and specifications as provided in the RFP.

7. **ALTERATIONS AND IMPROVEMENTS.** The Lessee shall not make or permit anyone to alter the Property in any way including, but not limited, to plowing, ditching, digging water holes, changing the Property grading or drainage, or to construct any improvement or place any structure, whether temporary or permanent, thereon (any of the foregoing, an "Alteration") without the prior express written consent of Lessor, which the Lessor may withhold in its discretion. Any permissible Alteration that the Lessee may make to the Property shall, at the sole election of the Lessor, either: (i) remain in and be surrendered with the Property and shall become the property of the Lessor at the expiration or early termination of this Agreement, free and clear of any claims, liens, mortgages or encumbrances; or (ii) be removed by Lessee upon termination of this Agreement with Lessee restoring the Property to the same condition that existed on the Commencement Date, reasonable wear and tear excepted. If the Lessee incurs reasonable costs necessary to make a permissible Alteration that will remain with the Property upon the expiration or earlier termination of the Lease, then, provided that the Lessee has received prior written consent from the Lessor acknowledging and approving the Alteration cost, the Lessee may apply the reasonable cost it incurred in making the Alteration toward its next annual Base Rent payment, but in no case shall the credit for such incurred costs in any year of the Term exceed the annual Base Rent payment. To qualify for the credit toward that payment, the Lessee must timely submit sufficient proof to the Lessor of the reasonable costs actually incurred for the Alteration and provide evidence all project work has been completed. The chemical cost for herbicide chemicals purchased and used in the treatment of the invasive exotic plants on the Property may be used to reduce the annual lease payment. Proof of purchase of chemicals and application records must be submitted to the Lessor's Parks and Natural Resources Division Director, or his or her designee. This Section 7 shall survive expiration or any termination of this Agreement. The Lessee's use of portable freestanding panels and pens at locations approved in advance by the Lessor is not a violation of the restriction stated in this subparagraph.

8. **MAINTENANCE, REPAIR AND OPERATIONAL RESPONSIBILITIES.**

(a) The Lessee shall at its sole cost and expense build, maintain and keep in good state of repair, adequate and substantial fences around the Property to ensure all cattle are contained therein. Before installing any fencing, the Lessee shall obtain the Lessor's approval of its proposed Property fencing plan. To do so, the Lessee shall deliver to the Lessor a written Property fencing plan that depicts and describes the type and location of all the proposed fencing to include proper gates and passageways for automobiles and other vehicles. The Lessee may use existing cattle pens. If the existing pens are utilized, then the Lessee must maintain those cattle pens. The Lessor is open to the Lessee constructing portable cattle pens. Locations and designs must be approved, in writing, by the Lessor's Parks and Natural Resources Division Director, or his or her designee. The Lessor shall not unreasonably withhold its approval of the proposed Property fencing plan or unreasonably delay in delivering its response to the Lessee's request, however, the Lessor may condition its approval of a proposed fencing

plan upon the Lessee making reasonable adjustments to the plan. When installing its fencing, the Lessee will provide locks to the fence gates and shall furnish a key to these locks to the Lessor.

(b) The Lessee shall actively manage and secure the Property by mowing, pasture management, maintaining all existing fencing and gates within the grazing areas and, if needed, install new fences or gates prior to delivery of cattle complying with the terms and conditions of this Agreement.

(c) The Lessor may provide fence materials to the Lessee to make necessary repairs or replace fence sections, however, all labor and equipment costs for the fence work will be the responsibility of the Lessee. Any modifications to the fencing alignment must to be approved in writing by the Lessor's Parks and Natural Resources Division Director, or his or her designee.

(d) The mowing of the pastures must be at a time agreed to by the Lessor's Parks and Natural Resources Division Director, or his or her designee. The mowing schedule will be developed to include variables such as excessive rainfall, drought, or other unforeseen conditions. At a maximum, the mowing requirement of the Lessee will not be more than twice a year over the pastures included in this Agreement.

(e) The Lessee shall be responsible for exotic plant removal in the pastures, holding pens and center lane. The exotic removal will be by mechanical and/or chemical treatment with an herbicide approved by the Environmental Protection Agency (EPA) for use on the target species. Mechanical control may be accomplished by mowing (i.e. batwing, bush hog, or fixed width). The Lessee shall spot spray invasive exotic weeds, included but not limited to tropical soda apple (*Solanum viarum*), cogongrass (*Imperata cylindrical*), Chinese Tallow (*Triadica sebifera*), Camphor tree (*Cinnamomum camphora*) and Brazilian pepper (*Schinus terebinthifolius*). Herbicides shall be provided by Lessee. Lessee must follow the approved labels. At a minimum, treatment must be conducted every six months.

(f) The Lessee shall, at its own cost and expense, keep and maintain the Property in good order and in a clean, safe, and attractive condition. The Lessee shall keep the Property free of overgrowth, junk, debris, and litter.

(g) The Lessee shall implement and comply with current Florida Department of Agriculture and Consumer Services Water Quality Best Management Practices for Florida Cow/Calf Operations and adhere to any future updates.

(h) The Lessee shall provide biweekly security of the premises by examining the perimeter fencing and all gates within the pasture areas. Repairs should be made upon discovery. The Lessee should also provide emergency phone numbers to the Lessor's Parks and Natural Resources Division Director, or his or her designee. Emergency repairs or cattle outside of the designated pasture areas, must be corrected within five hours of notice to the Lessee.

(i) The Lessee shall immediately report to the Lessor the occurrence of the following incidents on the Property: fire, vandalism, theft, poaching, trespass, any condition that poses a nuisance or a threat to the public health, safety and welfare, and any hazard, condition, or situation which results or may result in damage to the Property or any improvements thereon, or which may be or become a liability to the Lessor.

(j) During the Term, the Lessor and the Lessee shall meet annually at a mutually convenient time to review the Lessee's Property maintenance and management plan and its performance. If at such meeting the parties cannot agree as to any required changes to such plan, then either party may terminate the Agreement pursuant to Section 3(b), above.

(k) The Lessor is not responsible for maintaining or repairing any part of the Property.

(l) The Lessee shall immediately report any incident of the following to the Project Manager: Fire, Vandalism, Theft, Poaching, Trespassing, Any hazard or condition or situation that may become a liability to the County or may be damaging to the property or improvements on the property.

9. **SIGNAGE**. The Lessee shall not paint or place any signs, placards, or any other notice or advertisement of any type or character in, on, or upon the Property without the prior written consent of the Lessor which the Lessor may withhold in its discretion.

10. **LIENS**. The Lessee shall not mortgage, pledge, or otherwise encumber its interests (i) in the Property, and (ii) under this Agreement. The Lessee, at its own cost and expense, shall at all times keep the Lessor's interests in and to the Property free and clear from and against all claims, liens, and legal processes of the Lessee's creditors and the Lessee shall protect and defend the Lessor's interests against the same.

11. **TAXES / AGRICULTURAL CLASSIFICATION**.

(a) The Lessee shall be solely responsible for payment of any applicable sales taxes, use fees, excise fees, tariffs, property taxes and charges of any government, utility or other regulating entity arising from or related to its use, occupation or operation of the Premises, including, without limitation, any real or personal property taxes assessed against the Property. Any and all such taxes and fees shall be considered Additional Rent, as defined in Section 4(b), and shall be paid by Lessee to Lessor within fifteen (15) days of Lessee's receipt of written notice from Lessor specifying the amount of such fees assessed by the applicable taxing authority for the particular Term year. Lessee shall remit payment in accordance with the terms of Section 4(c) above.

(b) The Lessee acknowledges and agrees that the Lessor may submit an application for Agricultural (AG) Classification on the Property to the Polk County Property Appraiser for the 2025 Tax Year and each year thereafter, as may be required to maintain the classification, throughout the Term. The Lessee shall timely provide copies of any supporting documentation

required in order for Lessor to submit a complete application. The Lessor shall be responsible for payment of any fees associated with the filing of the application and any petition to the value adjustment board, as applicable. The Lessor shall notify the Lessee in writing as to whether the application for AG Classification is denied or approved. If the AG Classification is approved, Lessee shall cooperate with Lessor in the filing of any additional returns required, including, without limitation, a Tangible Personal Property Return. In no event shall the Lessor be liable to the Lessee for any denial of the AG Classification for any year.

(c) In addition to the Property use restrictions set forth in Section 6, above, throughout the Term, the Lessee shall comply with all requirements of Section 193.461, Florida Statutes, to maintain the Property's use for a bona fide agricultural purpose. This shall include, without limitation, the Lessee's maintenance of a commercial herd of at least the minimum number head of cattle on the Property as may be established from time to time by the Property Appraiser, maintenance of receipts from the sale of stock and expenses incurred from the AG operation, and compliance with any and all other statutory requirements and minimum guidelines for AG Classification published by the Property Appraiser related to use of the Property as Pasture.

(d) Notwithstanding anything to the contrary contained herein, including, without limitation, Section 7 above, the Lessee shall not make, nor cause or permit to be made, any alteration or improvement to the Property which would result in the failure of the Property to receive the AG Classification, or once received, the loss of such classification.

(e) Any violation of the provisions of this Section 11 shall be grounds for the Lessor to immediately terminate this Agreement, resume possession of the Property for its own account, and pursue any other remedy or remedies provided by law or equity, without any further notice or demand to the Lessee.

12. INSURANCE. During the Term the Lessee shall purchase and maintain in force during the Lease Term the insurance as specified 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. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Polk County, for Automobile and General Liability policies of insurance. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non- construction industry). Commercial General Liability Insurance $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance $1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all

owned, hired and non-owned vehicles. Tenant shall maintain Pollution Liability insurance coverage with a minimum limit of not less than $2,000,000 Each Occurrence / $4,000,000 annual aggregate. The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division prior to taking possession of the property. Each Certificate of Insurance must list the Certificate Holder as: Polk County, a political subdivision of the State of Florida, 330 W Church St, Room 150, Bartow, FL 33830.

13. **INDEMNITY**. The Lessee shall indemnify, defend (by counsel reasonably acceptable to the Lessor), protect and hold the Lessor and its commissioners, officers, employees and agents, harmless from and against any and all claims, actions, causes of action, penalties, forfeitures, damages, losses, expenses and liabilities whatsoever (including, without limitation, attorneys' fees, costs and expenses incurred during negotiation, through litigation and all appeals therefrom) caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, (i) the Lessee's performance, non-performance, or breach of its duties and obligations under this Agreement, (ii) the use and occupation of the Property by the Lessee, its officers, employees, agents, guests, licensees, or invitees, and (iii) the negligent acts, error or omissions, or the intentional or willful misconduct of the Lessee, its officers, employees, agents, guests, licensees, invitees, or anyone for whose acts any of them may be liable. This Section 13 shall survive the expiration or early termination of this Agreement.

14. **DEFAULT.**

(a) Except as stated in the following sentence, if the Lessor materially defaults in any of its duties or obligations stated in this Agreement and fails to cure the same within ten (10) days after the date that the Lessee delivers written notice to the Lessor of any such default, then the Lessee may terminate this Agreement. If, however, the Lessor's material default is such that it cannot be reasonably cured within ten (10) days, then the Lessee shall not have the right to terminate this Agreement for such default if the Lessor commences the necessary curative actions within a reasonable time after receiving Lessee's notice and thereafter diligently pursues the cure to completion.

(b) Except as otherwise stated in this subparagraph, if the Lessee materially defaults in any of its duties and obligations under this Agreement and fails to cure such default within ten (10) days after the date Lessor delivers written notice to the Lessee of any such default or if the Lessee should cease or discontinue use and occupancy of the Property for any period in excess of sixty (60) days, then upon either event the Lessor may terminate this Agreement, resume possession of the Property for its own account, and pursue any other remedy or remedies provided by law or equity, without any further notice or demand to the Lessee. If, however, the Lessee's material default of any Agreement duty or obligation is such that it cannot be reasonably cured within ten (10) days, then the Lessor shall not have the right to pursue a remedy for such default if the Lessee commences the necessary curative actions within a reasonable time after receiving the Lessor's notice and thereafter diligently pursues the cure to completion.

Notwithstanding the foregoing, if at any time a condition exists on the Property, whether through the Lessee's material default or otherwise, that poses a nuisance or a threat to the public health, safety and welfare, then upon its notice of such condition from any source, the Lessee shall immediately notify the Lessor of such nuisance or threat and immediately begin to remediate the condition.

(c) The Lessor will not be liable for any loss or damage suffered by Lessee resulting from the Lessor's exercise of its rights pursuant to this Section 14.

15. **LIABILITY LIMIT. IN NO EVENT, SHALL THE LESSOR BE LIABLE TO THE LESSEE 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 THE LESSOR WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

16. **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 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.

17. **EMINENT DOMAIN.** If the whole of the Property, or such portion thereof as will make the Property unusable to the Lessee for its intended purpose, is condemned or taken by any legally constituted authority for any public use or purpose, then in either of these events, this Agreement shall terminate and the lease of the Property shall cease on the date when possession of the Property is taken by the condemning authorities. If a portion of the Property is taken, but not an amount that would make the Property unusable to the Lessee for its intended purpose, then this Agreement shall continue in full force and effect. The Lessee shall have no right or claim to any part of any award made to or received by the Lessor for such condemnation or taking, and all awards for the same shall be made solely to the Lessor. The Lessee shall, however, have the right to pursue any separate award that does not reduce the award to which the Lessor is entitled.

18. **ASSIGNMENT.** The Lessee shall not (i) assign this Agreement or any interest therein; (ii) sublease the Property or any portion thereof; or (iii) permit use of the Property by any party other than the Lessee, all without the Lessor's prior written consent, which consent may be withheld in the Lessor's sole discretion.

19. **HAZARDOUS MATERIALS.** Lessee shall not knowingly or unknowingly generate, store, treat, dispose of, install or otherwise cause or permit any Hazardous Material (defined, below) to be brought upon, kept or used in or about the Property by the Lessee, its guests, employees, contractors or invitees. If Lessee fails to comply with the foregoing covenant, then the Lessee shall be wholly responsible for (i) all costs incurred in connection with any investigation

of site conditions and cleanup, remediation, removal, or restoration work required by any federal, state, or local governmental agency because of the presence of the Hazardous Materials; and (ii) all consequential damage or loss that the Lessor incurs, both regardless of whether such costs, damages or loss arise during or after the term of this Agreement. If Lessee must take any remedial action in accordance with this section, the Lessee shall first obtain Lessor's approval and then immediately take all actions (at the Lessee's sole expense) that are necessary to return the Property to the condition existing prior to the introduction of such Hazardous Materials. The term "Hazardous Materials" is defined to include, but not be limited, to any and all substances, materials, wastes, pollutants, elements or compounds in such quantities as are currently or shall in the future be classified as hazardous, toxic, dangerous or capable of posing a risk of injury to health, safety, or property by any Federal, State or local statute, law, ordinance, code, rule, regulation, order, or decree. This Section 19 shall survive the expiration or the early termination of this Agreement.

20. **SURRENDER OF PROPERTY.** Upon the expiration of the Agreement or whenever the Lessor is entitled to the possession of the Property, the Lessee shall immediately surrender the Property to the Lessor in essentially the same condition as at the beginning of the Term. All personal items shall be removed from the property. The Lessee's obligation to observe and perform the covenants of this section shall survive the expiration or early termination of this Agreement. Upon an Early Termination of the Agreement pursuant to Section 3(b), above, the Lessee shall remove the grazing animals and any Alterations to be removed pursuant to Section 7, above, during the time period between receipt of the termination notice and the Agreement Early Termination date.

21. **HOLDING OVER.** If the Lessee holds over after the expiration of the Term, with or without the express written consent of Lessor, the resulting tenancy shall be a month-to-month tenancy. There shall not be an automatic renewal or extension of the month-to-month tenancy, and the Lessee shall pay Rent in the same amount payable during the last full month of the Agreement Term. Any month-to-month tenancy established pursuant to this Section 21 shall be subject to every other term, covenant, condition, and agreement contained herein. The Lessor may terminate the month-to-month tenancy without cause upon giving 15 days prior written notice to the Lessee.

22. **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 unforeseeable 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 material or labor restrictions by governmental authority. 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.

23. **BROKERS.** Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Agreement and that no third party is due a commission, fee, or any other payment in association with the lease of the Property to the Lessee. Each party shall be responsible to pay any claims made by anyone for any compensation, commissions, and charges claimed by any broker or agent with whom such party may have dealt with respect to this Agreement or the negotiations thereof.

24. **NO DISCRIMINATION.** The Lessee warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

25. **RELATIONSHIP.** This Agreement creates a Lessor-Lessee relationship between the parties. Nothing in this Agreement shall be deemed or construed as creating any other relationship between the parties.

26. **WAIVER.** The failure of a party to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with the written consent of each party. Any such waiver by the parties in one instance shall not constitute a waiver of any subsequent similar condition, circumstance or default, unless specifically stated in the written consent.

27. **SEVERABILITY.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law. The Lessor and Lessee shall reform the Agreement to replace any stricken provision with a valid provision that

comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined void.

28. **CONSTRUCTION; CAPTIONS.** This Agreement is the product of joint efforts of the parties and no provision shall be interpreted or construed in favor of either party by virtue of authorship of such provision. The captions in this Agreement are for convenience of reference only and shall not define or limit any the terms or provisions hereof.

29. **MODIFICATION.** This Agreement may only be modified by a written amendment mutually accepted by the Parties and executed with the same formality as this Agreement. No oral modifications will be effective or binding. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written amendments hereto, the provisions of the latest executed instrument shall take precedence.

30. **INTEGRATION.** Lessee and Lessor agree that this Agreement sets forth the entire agreement between the parties with respect to its subject matter and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the lease of the above-described property, whether written or oral.

31. **NOTICE.** All notices under this Agreement (except those required under Section 6(q), as further described below) shall be in writing and may be given by any of the following methods: (1) personal delivery, (2) certified mail, postage prepaid, or (3) via nationally recognized overnight delivery service, prepaid, when sent to the following:

Lessor	Polk County Attention: Director Real Estate Services P.O. Box 9005, Drawer RE-01 Bartow, Florida 33831-9005
Lessee	Stuart Cattle & Equipment, LLC Attn: H. Stuart Fitzgerald, Managing Member 1465 Stokes Road Lake Wales, FL 33859

Notices shall be effective when received or refused at the addresses specified above. A party may from time to time change the address to which its notice is to be directed by delivering written notice to the other in accordance with this Section 31. Any communications between the parties that are not required by this Agreement may be sent via U. S. first-class mail, postage prepaid, at the addresses designated above, or as may otherwise be agreed between the parties. For any notice

required pursuant to Section 6(q) of this Agreement, in addition to the notice methods set forth above, notice shall be sufficient when emailed: (i) to the Lessor at the email address on file for the Lessor's Parks and Natural Resources Division Director, or his or her designee; and (ii) to the Lessee at the Lessee's email address listed above, as may be subsequently changed by providing written notice consistent with the provisions herein. Such emailed notice shall be effective upon receipt, confirmed via reply email.

32. **LESSEE REPRESENTATIONS.** The Lessee hereby represents and warrants the following to the Lessor:

(a) Lessee is a Limited Liability Company that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

(b) Lessee's performance under this Agreement will not violate or breach any contract or agreement to which the Lessee is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

(c) Lessee has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

(d) Lessee now has and will continue to maintain all licenses and approvals required to conduct its businesses, and that it will at all times conduct its business activities in a reputable manner.

(e) Lessee has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

(f) Each individual executing this Agreement on behalf of the Lessee is authorized to do so.

33. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

34. **GOVERNING LAW; VENUE**. This Agreement shall be governed and interpreted under the laws of the State of Florida, and the ordinances, rules, and regulations of Polk County, Florida. Venue for any action relating to the construction, interpretation, or enforcement of this Agreement shall be in or for the Tenth Judicial Circuit, Polk County, Florida.

35. **PUBLIC ENTITY CRIMES.** The Lessee understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Lessee.

36. **INDEPENDENT CONTRACTOR.** Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Lessee (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The

Lessee is to be and shall remain forever an independent Lessee with respect to all Services performed under this Agreement. The Lessee shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Lessee shall have no right to speak for or bind the County in any manner.

37. **PUBLIC RECORDS LAW.**

(a) The Lessee 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 Lessee 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 Lessee 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 Lessee acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

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

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

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

(iv) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Lessee or keep and maintain public records required by the County to perform the service. If the Lessee transfers all public records to the County upon completion of this Agreement, the Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessee keeps and maintains public records upon completion of this Agreement, the Lessee 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 LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'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

38. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date that the later of the two parties executes this Agreement.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of Effective Date.

LESSEE: STUART CATTLE & EQUIPMENT, LLC

WITNESSES:

B. Moherek
Witness #1

Brooke Moherek
Print Name

Address: 4177 Ben Durrance Rd. Bartow FL

By: Bryan Finder
Witness #2

Bryan Finder
Print Name

Address: 4177 Ben Durrance Rd. Bartow 33830

Lessee Name

By: H. Stuart Fitzgerald
H. Stuart Fitzgerald, Managing Member

H. Stuart Fitzgerald
Print Name Title

By: Stephanie M Fitzgerald
Stephanie M. Fitzgerald, Managing Member

Stephanie M Fitzgerald
Print Name Title

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of May, 2026, by H. Stuart Fitzgerald, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Jennifer Leidinger
My Commission HH 657211
Expires 3/26/2029

Jennifer Leidinger
Notary Public

Jennifer Leidinger
Print Name

My Commission Expires 3/26/29

LESSOR:

ATTEST:

Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

_____
County Attorney's Office

POLK COUNTY,
a political subdivision of the State of Florida

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

Date: _____

EXHIBIT "A"

ALL OF SECTION 16, TOWNSHIP 30 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, LESS AND EXCEPT THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 16, ALSO LESS AND EXCEPT THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 16, ALSO LESS AND EXCEPT RIGHT-OF-WAY FOR BACKBONE ROAD AND GOLVIEW CUT-OFF ROAD.

AND

THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 30 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA.

EXHIBIT "B"

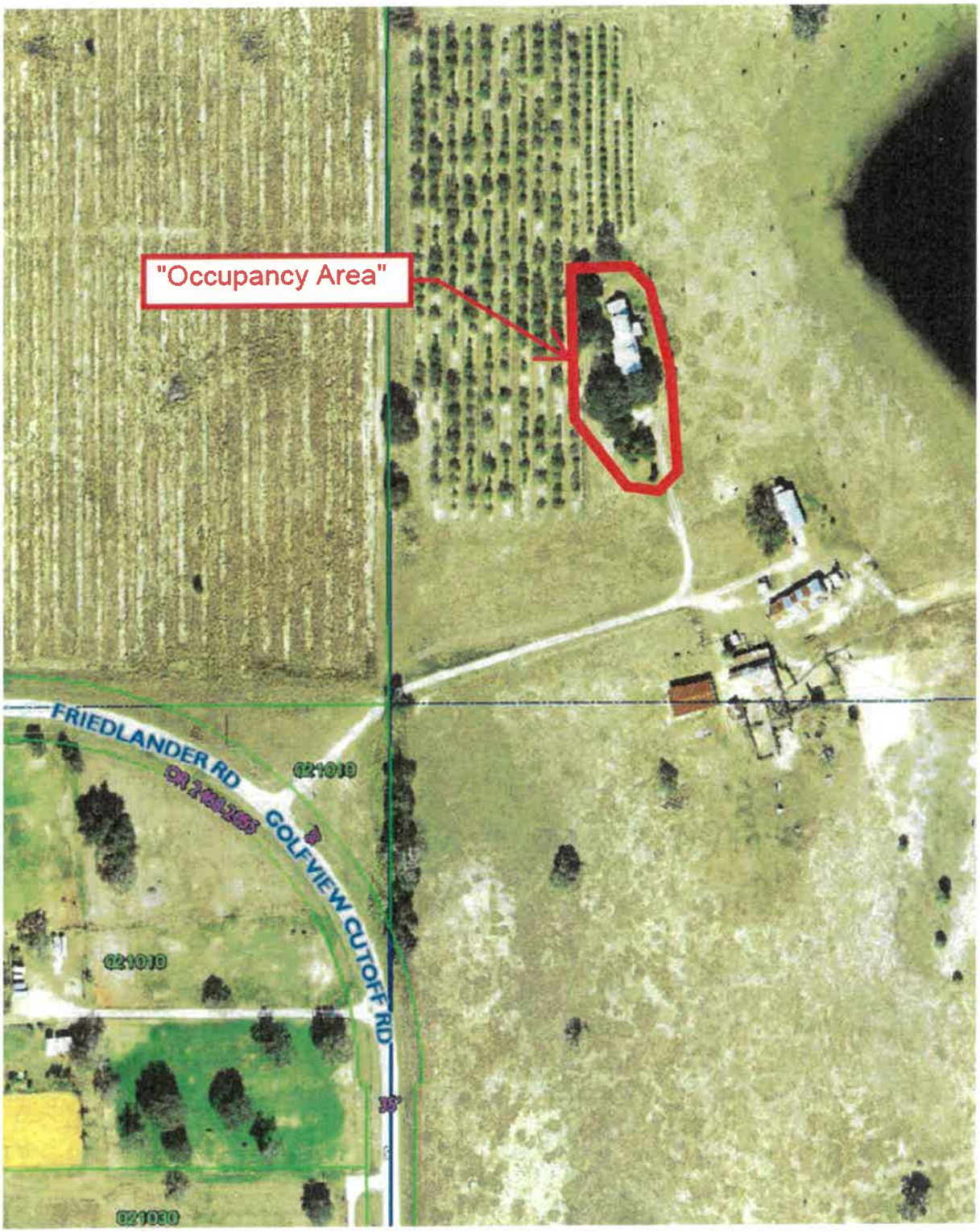
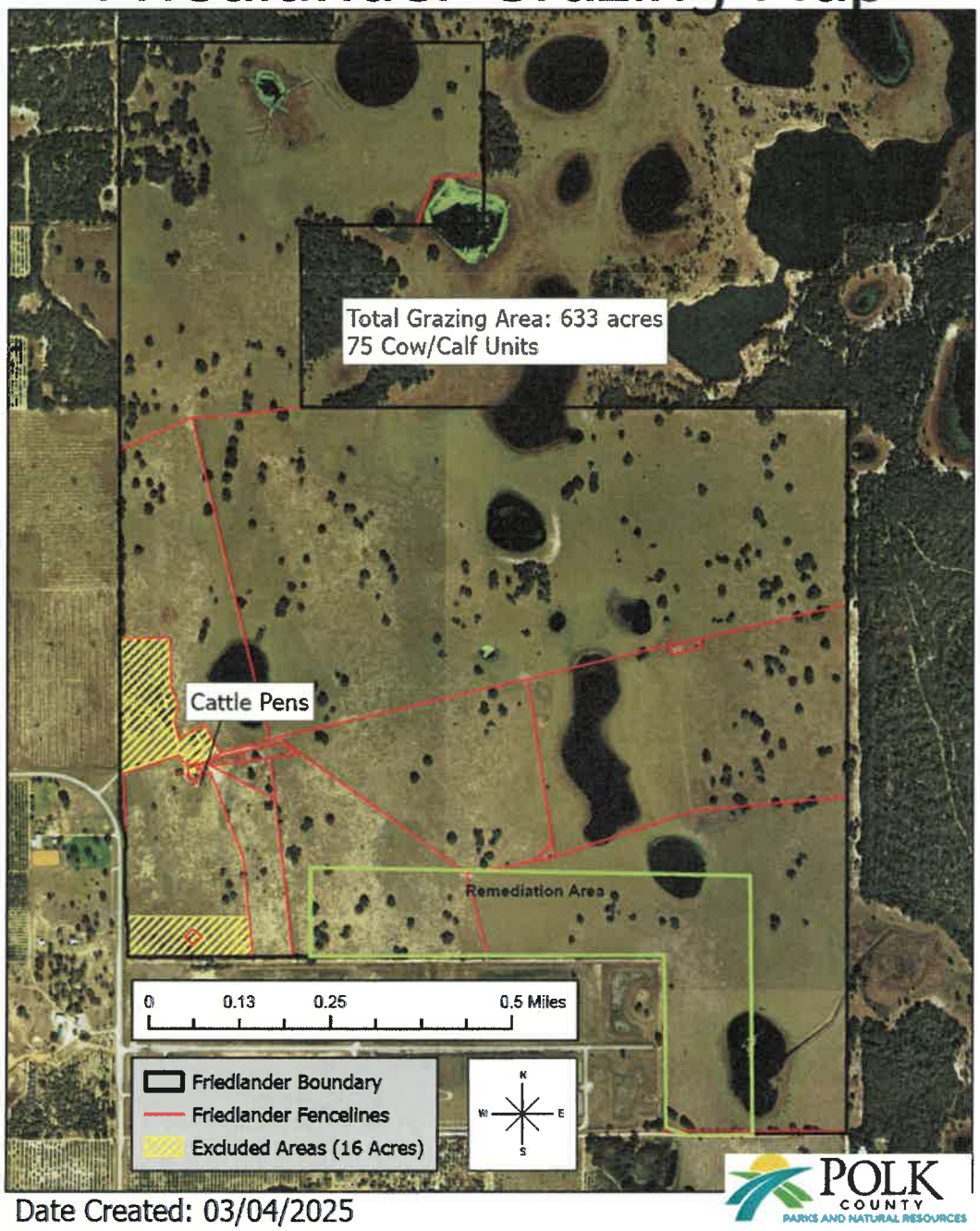

"Occupancy Area"
FRIEDLANDER RD
GOLFVIEW CUTOFF RD
021010
021010
021030

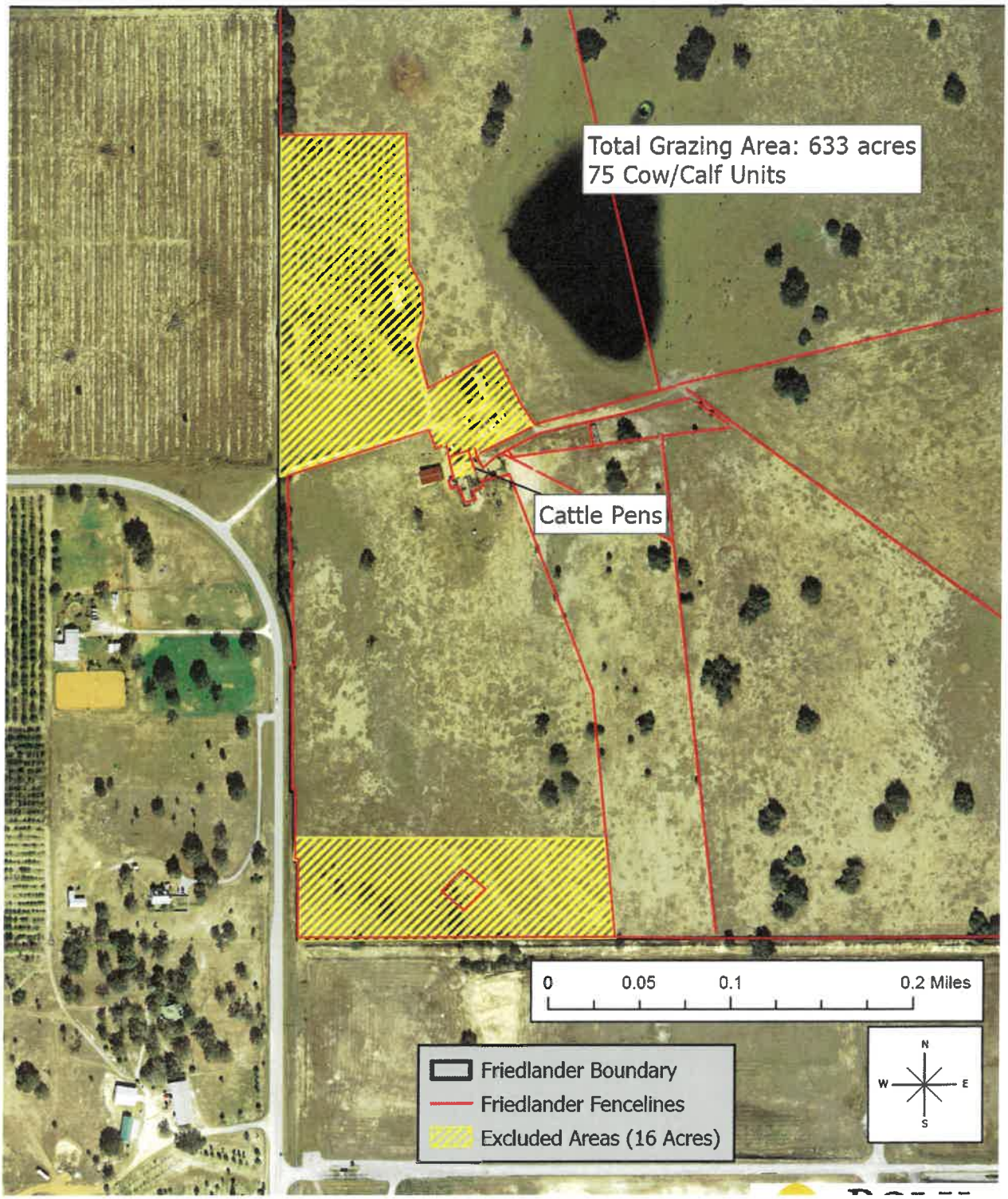
EXHIBIT "C-1"

Friedlander Grazing Map



Date Created: 03/04/2025

EXHIBIT "C-2"


Total Grazing Area: 633 acres
75 Cow/Calf Units
Cattle Pens
0
0.05
0.1
0.2 Miles
N
W
E
S
Friedlander Boundary
Friedlander Fencelines
Excluded Areas (16 Acres)

Polk County

Board of County Commissioners

Agenda Item R.27. 6/16/2026

SUBJECT

Adopt a resolution in conjunction with a State-Funded Grant Agreement between the Florida Department of Transportation ("FDOT") and Polk County for the Power Line Road Phase 2 Project. (No fiscal impact)

DESCRIPTION

In May of 2026 the Board approved a State-Funded Grant Agreement with FDOT for right-of-way acquisition funding for the Power Line Road Phase 2 Project in the amount of $7,500,000. The grant agreement, executed by the Chair, was delivered to FDOT and is awaiting final approval and signature by the District. FDOT recently contacted the County and requested a resolution by the Board in conjunction with the approval of the grant agreement. Adopting a resolution will allow FDOT to finalize its approval of the State-Funded Grant Agreement for the Power Line Road Phase 2 Project.

RECOMMENDATION

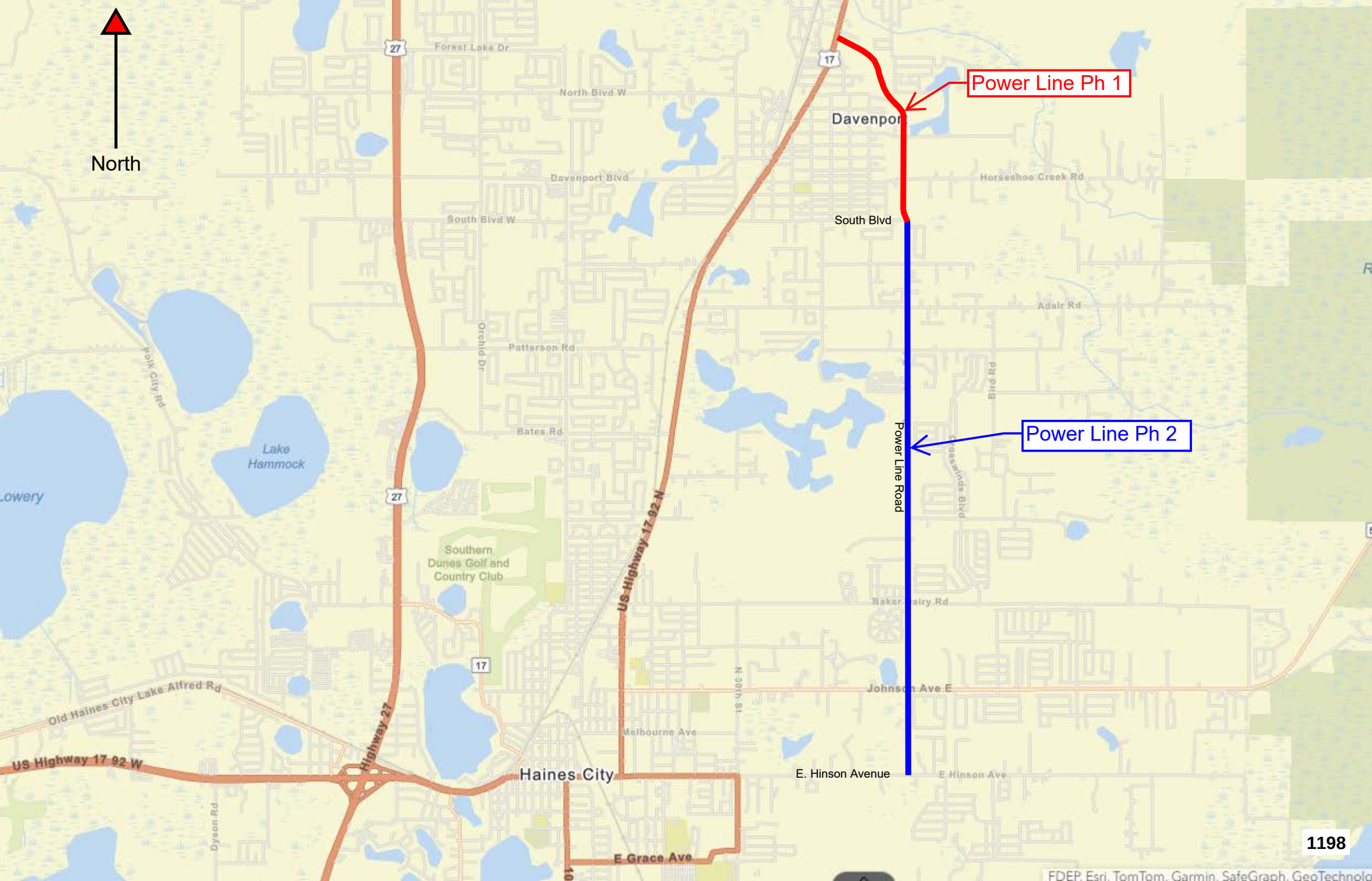
Request Board adopt the above-mentioned resolution.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


North
Power Line Ph 1
Power Line Ph 2
South Blvd
Power Line Road
E. Hinson Avenue
Haines City
Davenport
Lake Hammock
Southern Dunes Golf and Country Club
US Highway 17 92 W
US Highway 17 92 N
Highway 27
Old Haines City Lake Alfred Rd
Forest Lake Dr
North Blvd W
Davenport Blvd
South Blvd W
Patterson Rd
Bates Rd
Orchid Dr
Polk City Rd
Horseshoe Creek Rd
Adair Rd
Bird Rd
Melbourne Ave
N 30th St
E Grace Ave
E Hinson Ave
Dyson Rd
1198
FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnolo

COUNTY OF POLK, STATE OF FLORIDA

RESOLUTION NO. 2026 -_____

Local Agency Program Agreement (FPN: 452963-3-44-01) with the Florida Department of Transportation for the Power Line Road Phase 2 Widening Project from South Boulevard to Hinson Avenue.

A RESOLUTION OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE EXECUTION OF THAT CERTAIN STATE-FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Polk County Board of County Commissioners have the authority to enter into a State-Funded Grant Agreement with the Florida Department of Transportation to undertake a project as authorized by Florida Statute § 339.08.

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

1. The State-Funded Grant Agreement with the Florida Department of Transportation for the Power Line Road Phase 2 Widening Project from South Boulevard to Hinson Avenue is approved; and

2. The Board of County Commissioners approved the State-Funded Grant Agreement at its regularly scheduled meeting held May 5, 2026 which was executed by the Chair on, or about that date. The Florida Department of Transportation has requested a resolution acknowledging that the Chair is hereby authorized to enter into, modify, or terminate the State-Funded Grant Agreement with the Florida Department of Transportation, unless specifically rescinded.

DULY ADOPTED this 16th day of June, 2026.

ATTEST:
STACY M. BUTTERFIELD, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS POLK COUNTY, FLORIDA

By: _____
Martha Santiago, Ed.D., Chair

Date: _____

Reviewed as to form and legality:

By: _____
County Attorney's Office

Polk County

Board of County Commissioners

Agenda Item R.28. 6/16/2026

SUBJECT

Approve Consultant Services Authorization (CSA) No. 22-090-05 with Kimly-Horn and Associates, Inc. (Consultant) to provide professional engineering services in connection with preparations of initial engineering documents and 15% Line and Grade plans to guide the design of the Kraft Road Bridge No. 164121 Replacement Project. ($144,658.40 one-time expense)

DESCRIPTION

Based on the most recent FDOT Bridge Inspection Report for the Kraft Rd Bridge (No. 164121) crossing over Kraft Canal, the structure is structurally deficient due to the poor condition of its superstructure. Polk County has requested the Consultant to provide professional engineering services for the preparation of a Bridge Hydraulic Report (BHR), Bridge Development Report (BDR), and 15% Line & Grade plans to determine feasible crossing alternatives and a recommendation for the replacement of the existing bridge.

This CSA will retain the Consultant to perform the aforementioned services at a not-to-exceed fee of $144,658.40 and will be completed in accordance with the Scope of Services in “Exhibit A”.

RECOMMENDATION

Request Board approve CSA No. 22-090-05 with Kimly-Horn and Associates, Inc. (Consultant) to provide professional engineering services for the preparation of a Bridge Hydraulic Report (BHR), Bridge Development Report (BDR), and 15% Line & Grade in connection with the Kraft Rd crossing over Kraft Canal project at a not-to-exceed cost of $144,658.40.

FISCAL IMPACT

Funds are budgeted and available in the Transportation Trust Fund.

CONTACT INFORMATION

Jose Fernandez, E.I.
Project Management Section
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE) Noah Milov ✓
Heather Bryan ___

FROM: Jose Fernandez (863) 535-2310 (Name and Phone Number) DATE: 04/24/2026

RETURN TO: Jose Fernandez (TR01) DIVISION: Roads & Drainage

BOARD AGENDA DATE: 06/02/2026 COUNTY MANAGER ITEM: ☐

PROJECT: Kraft Road Bridge 164121 Replacement

CSA/CONTRACT NUMBER: 22-090-05

MODIFICATION NUMBER: _____ CHANGE ORDER NUMBER: _____

TYPE OF AGREEMENT: CSA

NAME OF CONSULTANT/CONTRACTOR: Kimley-Horn and Associates, Inc.

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL: _____

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

County Attorney

For CAO Use Only:

MAY 08 2026

Assigned Staff: Noah Log-In Date: _____

CAO Project Number: 2026-315 Log-Out Date: 5/15/26

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#: 2022-090-05 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 04/24/2026 Division: Roads and Drainage

Project Manager's Name: Jose Fernandez (TR01) Phone #: 535-2310

Project Name: Kraft Road Bridge 164121 Replacement

Total Project Budget: $ 200,000.00 Project #: 5400264

Estimate of Construction Cost: $3,000,000.00

Proposed Consultant: Kimley-Horn and Associates, Inc. Fee: $144,658.40

Master Consultant Agreement #: 22-090

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

Approved By: _____ Date 5/4/26
Division Director/Designee

Procurement Division

Date Received: 5/6/26 Date Reviewed by Analyst: 5/7/26

Approved by: _____
(Procurement Director/Designee)

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

Date Received: 5/14/26 Date Reviewed: 5/15/26

Approved by: _____
(County Attorney Office Signature)

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

Date Received: _____ Date Reviewed: 5/18/26

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
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
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	$693,480.00	N
AIM Engneering & Survey	$581,142.04	N
Burgess and Niple	$427,370.36	N
CONSOR Engineers	$791,220.29	N
Dewberry Engineers	$551,405.23	N
DRMP	$150,195.00	N
HDR Engineering	$418,742.23	N
HNTB	$750,849.81	N
Jacobs Engineering Group	$807,821.00	N
Kissinger Campo & Associates	$387,198.31	N
Kimley-Horn and Associates	$451,746.40	Y
Mott MacDonald Florida	$78,015.05	N
NV5	$554,584.26	N
Patel, Greene, and Associates	$479,271.76	N
Rummel, Klepper & Kahl	$689,101.27	N
WSP USA	$189,475.05	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:	Kimley-Horn and Associates, Inc.
Master Agreement No.:	22-090
CSA No.:	22-090-05
Project Name:	Kraft Rd Bridge 164121 Replacement
Project Description:	To prepare initial engineering documents and evaluation of two bridge alternatives required to replace bridge No. 164121 along Kraft Rd crossing over Foods Canal.
Project Exhibits and Attachments	Exhibit "A"- Scope of Services for this CSA Exhibit "B"- Current Fee Schedule (Master Agreement) Exhibit "C"- Reimbursable Cost Schedule Exhibit "D"- Professional Liability (Project Specific)
Duration (in days)	Through completion of all related work
Compensation (Lump sum or Not to exceed to be identified in Exhibit "A")	$144,658.40
Liquidated Damages (if applicable)	$0.00/Per Day
Budget Source/Availability	10104.540541095.5666000.5400264

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
5/15/26
County Attorney's Office Date

Attest:

Kimley-Horn and Associates, Inc.
CONSULTANT COMPANY NAME

Corporate Secretary Date 5/1/26

Authorized Corporate Officer
Hao Chau Vice-President 04/30/2026
[Printed Name and Title] Date

SEAL

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL NC

7.27.20(MS)

Kimley»Horn

April 01, 2026

Jose Fernandez E.I.
Project Manager, Roads & Drainage
Polk County – Roads and Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880

INDIVIDUAL PROJECT ORDER NUMBER 05

MSA 22-090-05 ALTERNATIVES STUDY- KRAFT ROAD BRIDGE OVER FOODS CANAL #164121 BRIDGE REPLACEMENT

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and Polk County Roads and Drainage (the Client) in accordance with the terms of the Master Consultant Agreement for Professional Engineering Services (MSA 22-090) dated October 4th, 2022 which is incorporated herein by reference.

Identification of Project:

Project Name: Alternatives Study – Kraft Road Bridge over Food Canal Bridge Replacement
KH Project Manager: Joseph A. Roberts Jr.

Project Understanding

The County has requested a proposal for engineering services for an alternatives study of the Kraft Road bridge crossing over Foods Canal located approximately 0.26 miles north of US 92 within Section 20, Township 28 south, and Range 23 East. The intent of the project is to determine feasible crossing alternatives and identify their impacts to the surrounding area, the cost of feasible alternatives and provide a recommendation for the replacement of the existing structure. The project will analyze the required hydraulic opening of the crossing, determine wetland impacts of the feasible alternatives, identify roadway modifications necessary to meet current standards and provide preliminary structural analysis of the crossings in order to determine structural costs.

General topographic survey will be performed by Polk County.

Kimley»Horn

Scope of Services

1. Project Management

The Consultant shall provide project management, coordination, and administration throughout the duration of the project.
Services shall include:

- Conduct a project kickoff meeting with the County
- Develop and maintain a project schedule
- Monthly coordination with the County and project team
- Subconsultant coordination, as applicable
- Quality control reviews in accordance with the Consultant's QA/QC procedures
- Preparation of monthly invoices
- Coordination with regulatory agencies, as required

Deliverables:

- Meeting minutes
- Project schedule updates

2. Roadway Analysis

The Consultant shall evaluate existing roadway conditions and identify modifications required to accommodate proposed crossing alternatives.

Services shall include:

- Review County-provided survey, aerials, and available roadway data
- Evaluate existing horizontal and vertical geometry of Kraft Road
- Develop conceptual typical sections consistent with current design criteria
- Identify roadway alignment modifications necessary to meet current standards
- Evaluate tie-ins to existing roadway and maintenance of traffic considerations
- Identify potential right-of-way constraints

Design shall be consistent with applicable FDOT Design Manual (FDM) criteria, as appropriate for the facility classification.

Deliverables:

- Conceptual typical sections
- Preliminary roadway alignment exhibits
- Roadway analysis memorandum

3. Hydraulic Analysis

The Consultant shall perform hydraulic analyses to determine the required opening for the crossing and evaluate impacts of proposed alternatives.

Kimley»Horn

3.1 Data Collection, Coordination and Field Review

Kimley-Horn will obtain and review hydrologic data and boundary conditions from existing FEMA FIS study models and available models from the County. The current fee for the Flood Insurance Study (FIS) Data Requests Form to FEMA Engineering Library is $325. This fee will be paid by Kimley-Horn and billed to the County for reimbursement. Other potential submittal fees required by the County and FEMA are not included in this task and will be the responsibility of the County to pay directly.

Kimley-Horn will study this data using best available aerial photography or land plans. This data will be reviewed and compared to the current FEMA floodplain mapping and regional regression flow rates. Field visit will be performed to validate the best available model assumptions.

Consultant will provide the following modeling coordination services:

- Consultant will meet with County staff at the project kickoff meeting to identify available design information and record drawings. Consultant will coordinate with County staff to obtain copies of relevant readily available documents.
- Consultant will attend up to two meetings with the County staff to discuss the project.

3.2 Culvert Analysis (HEC-RAS)

Kimley-Horn will prepare a revised existing condition hydraulic model for this segment of the canal crossing under Kraft Road using the FEMA-effective model. Kimley-Horn will request any existing effective model and supporting digital data (Flood Insurance Study (FIS) Data Requests Form) to FEMA Engineering Library. If FEMA has an effective model on file (HEC-2 or HEC-RAS) that covers the project site, Kimley-Horn will create a Duplicate Effective Model that will be updated with the best available data and correct any errors that occur and will create a Corrected Effective Model that will work as the existing conditions hydrology and hydraulic (H&H) model.

3.3 Box Culvert Deck Drainage Analysis

Kimley-Horn will perform a drainage analysis of the box culvert deck to determine the placement of inlets along the roadway adjacent to the bridge. The analysis will consist of delineating basins, runoff calculations, and spread calculations.

3.4 Scour Analysis

A scour and hydraulics analysis will be performed by Kimley-Horn using the information provided by The Client, field review, construction plans, and scour countermeasure material analysis to recommend a means of scour protection around the box culvert headwalls.

Services shall include:

- Review available hydrologic and hydraulic data for Foods Canal
- Develop hydraulic models to determine required conveyance capacity
- Evaluate existing and proposed crossing conditions
- Determine required hydraulic opening for each alternative

- Assess potential impacts to upstream and downstream conditions
- Coordinate findings with environmental considerations

Analyses shall be performed in accordance with applicable FDOT Drainage Manual and local criteria.

Deliverables:
- Hydraulic analysis report
- Supporting calculations and model output
- Summary of required hydraulic opening for each alternative

4. Structural Analysis

The Consultant shall perform preliminary structural evaluations for feasible bridge crossing alternatives. Services shall include:
- Review available information for the existing structure
- Develop conceptual bridge alternatives (e.g., single-span, multi-span, culvert options if applicable)
- Evaluate span arrangements and structural systems
- Perform preliminary structural sizing and layout
- Identify foundation considerations based on available information
- Develop planning-level construction cost estimates for each alternative
- Evaluate constructability considerations

Structural concepts shall be consistent with the AASHTO LRFD Bridge Design Specifications and FDOT Structures Design Guidelines.

Deliverables:
- Conceptual structure layouts
- Preliminary structural cost estimates
- Structural evaluation memorandum

5. Natural Resources Assessment

Consultant shall conduct a Natural Resources Assessment to identify wetlands and surface waters and upland habitats (including potential sensitive habitats) in the project area and shall evaluate the potential for usage by endangered and threatened species (listed species). In preparing this assessment, the Consultant shall conduct the following tasks:

1. Review readily available natural resource documentation, previous environmental studies, soils map, Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) maps and listed species information.
2. Request information from the Florida Natural Areas Inventory (FNAI), Florida Fish and Wildlife Conservation Commission (FWC), and U.S. Fish and Wildlife Service Information for Planning and Consultation (IPaC) regarding known occurrences of listed species on and in the vicinity of the subject property.
3. Map habitat types, including wetlands, on an aerial photograph.
4. Research wetland mitigation options including banks servicing the area and mitigation costs.
5. Summarize the anticipated regulatory permit requirements.

This task does not include site reconnaissance.

Kimley»Horn

6. Cultural Resources

Kimley-Horn shall conduct a Cultural Resource desktop analysis to identify and evaluate cultural resources within a project's Area of Potential Effect (APE). In preparing this assessment, the CONSULTANT shall conduct the following objectives:

Task 6.1 Records Review

This task consists of the following:

1. Record Search – obtain available Cultural Resource Assessment Survey (CRAS) reports recorded in the Florida Master Site File available from the Florida Division of Historic Resources.
2. Aerial Photography Review – obtain and examine readily available historical aerial photographs of the site and surrounding vicinity to assess the potential for unrecorded historic properties. Aerial photographs will be researched to the earliest data that is reasonably obtainable.
3. Review of Historical Maps – obtain and examine readily available fire insurance maps and historical topographic maps.
4. Other Historical Sources – obtain and examine other historical sources relevant to the completion of the desktop review and analysis.

Task 6.2 Data Analysis

This task consists of the following:

1. Recorded Cultural Resources Analysis – conduct a desktop review of existing Cultural Resources and spatial datasets available through a Geographic Information System (GIS) framework identify existing surveys and resources.

2. Possible Unrecorded Cultural Resources Analysis – conduct a desktop review of historical sources and spatial environmental datasets to identify the potential for unrecorded cultural resources to be impacted by the proposed project.

Task 6.3 Report Preparation

Upon completion of the tasks, Kimley-Horn will prepare a summary report of the results of the desktop analysis and literature review. The report will focus on the flowing objectives:

1. Summarize data to identify potential known constraints.

2. Recommend additional CRAS survey needed to support the federal and state permit applications to comply with Section 106 of the National Historic Preservation Act, Florida Statutes (F.S.) 267 and 373 and adhere to standards set forth in Florida Rule Chapter 1A-46.

Cultural Resources work will not include:

1. The preparation of a CRAS for concurrence from the State Historic Preservation Office (SHPO).

2. New historic resource evaluations or updated evaluations to previously recorded resources

3. The preparation of FMSF resource forms

Kimley»Horn

7. Geotechnical Analysis
See attached scope and provided by Ardaman and Associates.

8. Alternatives Analysis

The Consultant shall develop and evaluate feasible crossing alternatives and recommend a preferred alternative.

Services shall include:

- Develop multiple conceptual crossing alternatives
- Evaluate alternatives based on:
  - Hydraulic performance
  - Environmental impacts (including wetlands)
  - Roadway modifications
  - Structural feasibility
  - Constructability
  - Planning-level cost estimates
- Prepare comparative evaluation matrix
- Conduct coordination meeting(s) with the County to review alternatives
- Refine alternatives based on County input
- Identify and recommend a preferred alternative

Deliverables:
- Alternatives analysis report
- Concept exhibits for each alternative
- Comparative evaluation matrix
- Recommended preferred alternative

Scope Assumptions
- Topographic survey will be provided by Polk County
- Analyses are planning-level and intended to support alternative selection
- No permitting or final design is included

Kimley»Horn

Information Provided By Client

Kimley-Horn will provide a survey graphic and description of the following to the Client requesting the topographic survey to be completed by the County for this project. Kimley-Horn will rely on this information for design.

- Available right of way and easement data
- Available record or as-built plans for existing roadway and/or development construction plans
- Topographic Survey
  - Design-level B Boundary, Topographic Survey by a registered surveyor
  - Locate the existing right-of-way
  - Information, locations and elevations of crown lines, centerlines, edges of pavement, pavement markings, above ground utilities, visible features of underground utilities, identification and designation of existing utilities, existing drainage structures (including inverts, and sizes along the entire project corridor), and establishment of roadway baselines with reference points.
  - Vertical Datum to be in NAVD 1988. Deliverables will include:
  - Topographic Survey in either MicroStation DGN format or AutoCAD DWG format.
  - Accurate Digital terrain model (DTM) or surface for use in MicroStation or AutoCAD
  - Signed and sealed survey in PDF format for inclusion in the Plan set.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 – 8 for the total not to exceed fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the County.

Task	Not To Exceed Fee
Task 1: Project Management	$6,600.00
Task 2: Roadway Analysis	$ 24,900.00
Task 3: Drainage Analysis	$ 34,350.00
Task 4: Structural Analysis	$29,225.00
Task 5: Natural Resources Assessment	$5,050.00
Task 6: Cultural Resources	$5,955.00
Task 7: Geotechnical Evaluation	$ 29,678.40
Task 8: Alternatives Analysis Report	$ 8,900.00
Total Not to Exceed Fee	$144,658.40

Not to exceed fees will be invoiced monthly based upon the overall percentage of services performed.

Kimley»Horn

Closure

We appreciate the opportunity to provide these services. Please contact me at (407) 427-1661 or joseph.roberts @kimley-horn.com if you have any questions.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

By: Joseph A. Roberts Jr., P.E.
Associate

By: Hao Chau, P.E.
Vice-President

Kimley»Horn

Appendix A

Geotechnical Evaluation

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

March 16, 2026
Revised April 8, 2026
Proposal File No. 26-60-067

Kimley-Horn
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

Attention: Mr. Joseph Roberts, P.E.

Subject: Proposal for Preliminary Subsurface Soil Exploration and Geotechnical Engineering Evaluation
Proposed Bridge Replacement
Kraft Road over Kraft Canal (Structure No. 164121)
Polk County, Florida

Dear Mr. Roberts:

As requested, we are pleased to present this proposal for conducting a preliminary subsurface soil exploration and preliminary geotechnical engineering evaluation for the subject project. Based on information provided by you, the project may consist of replacing an existing bridge located on Kraft Road. We understand that the bridge may be replaced by a single span structure; however, the County may also consider a culvert crossing alternative. In addition, roadway improvements will likely be required for the bridge approaches.

The scope of our work will include determining if the soil characteristics are suitable to construct the proposed bridge and associated roadway improvements. We have assumed that on the order of 0 to 2 feet of fill will be required for the new approach embankment or raising of the grades proposed. Preliminary data for the optional box culvert crossing will also be provided. In addition, we understand that a temporary bridge will not be required to manage traffic during the construction of the permanent new structure. We will also perform a corrosivity test series (i.e., pH, sulfate, chloride and resistivity) on a soil sample and surface water sample obtained at the crossing location.

The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

The field exploration program will include the following:

Description	Number of Borings	Depth Below Ground Surface (feet)
Bridge	2 SPT	130
Roadway	4 Auger 2 SPT	7 20

We note that the SPT borings may terminate at depth shallower than 130 feet if very dense and/or hard soils are encountered.

The location of the SPT borings will be based on accessibility for our truck-mounted drilling equipment but will be in close proximity to the existing bridge. We note that 2 days of MOT will be required to perform for the borings.

The SPT borings will be drilled using a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals below 10 feet. The auger borings will be drilled using a 4-inch diameter truck-mounted continuous flight auger. Each sample will be removed from the sampler or auger in the field and then examined and visually classified by our crew chief. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the borehole during the drilling operation.

We note that in the event that we are requested to drill the two bridge SPT borings at 2.5-foot sampling intervals (i.e., standard FDOT protocol for bridge projects) rather than 5-foot sampling intervals, additional charges of $48.00, $57.00 and $64.00 will apply for each additional SPT split spoon sample collected between 0-50 feet, 50-100 feet and 100-150 feet respectively. This correlates to a total additional charge of $2,772.00 assuming both bridge borings are drilled to a total depth of 130 feet below the existing ground surface.

Muck probes will be conducted at selected locations within the canal to preliminarily measure the depth of soft organic soils. These probes are performed by hand-pushing slender steel rod into the ground until penetration is refused. The depth is recorded as the assumed depth of muck. We have budgeted a total of 16 hours of muck probing, an 8-hour day with a two-person crew, into this proposal.

Pavement cores will be obtained using a 6-inch diameter core barrel from two locations specified by you. We will measure the thickness of the asphalt and base and observe the base type at each core location. The coreholes will be backfilled with cold-patch asphalt upon completion. We note that maintenance of traffic (MOT) will be required for this.

LABORATORY PROGRAM

Routine laboratory visual classification will be performed along with specific classification tests deemed necessary (i.e., sieve analysis, organic content and Atterberg limits). The results of the sieve analysis tests will be used to determine the D_{50} size of soils obtained within the depth of potential scour. In addition, two corrosion series tests (pH, sulfate, chloride and resistivity) will be performed on one soil sample and one surface water sample.

PRELIMINARY ENGINEERING ANALYSIS AND REPORT

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to provide engineering recommendations relative to bridge foundation support. Specifically, we will perform static pile capacity analyses using the FB-Deep program for square concrete piles. We will also provide the D_{50} results from the sieve analysis tests for use by others in determining scour depths. For the optional box culvert, soil design parameters will be provided. In addition, we will provide the results of the muck probing operations.

Our recommendations, along with all data developed during the exploration will be submitted in a written report upon conclusion of the study.

COST ESTIMATE

The costs associated with the aforementioned tasks are estimated as follows. The total cost will not be exceeded without prior authorization.

Stake Borings and Coordinate Utility Locations with Sunshine State One-Call by Assistant Project Engineer; 8 hours @ $155.00/hour	$1,240.00
Mobilize Drilling Crew and Equipment; 1 mobilization @ $600.00/mob.	$600.00
SPT Borings; 2 borings x 130 l.f., 2 borings x 20 l.f.	
(0 - 50 l.f.) 140 l.f. @ $20.25/l.f.	$2,835.00
(50 - 100 l.f.) 100 l.f. @ $24.25/l.f.	$2,425.00
(100 - 150 l.f.) 60 l.f. @ $33.00/l.f.	$1,980.00
Grout Boreholes; 300 l.f. @ $6.75/l.f.	$2,025.00
Auger Borings; 28 l.f. @ $15.50/l.f.	$434.00
Asphalt Cores; 2 cores @ $98.00/each	$196.00
Moving Between Boreholes; 2 drill-crew hours @ $295.00/hour	$590.00
Maintenance-of-Traffic estimate; lump sum	$5,000.00

Muck Probes by Senior Technicians; 16 hours @ $98.50/hour	$1,576.00
Laboratory Classification Testing;	
Percent Fines; 4 tests @ $49.25/each	$197.00
Sieve Analysis; 10 tests @ $83.00/each	$830.00
Atterberg Limits; 4 tests @ $155.00/each	$620.00
Natural Moisture Content; 8 tests @ $19.70/each	$157.60
Organic Content; 4 tests @ $47.20/each	$188.80
Corrosion Series Testing; 2 tests @ $247.00/each	$494.00
Senior Project Engineer; 8 hours @ $196.00/hour	$1,568.00
Project Engineer; 30 hours @ $176.00/hour	$5,280.00
CADD Draftsperson; 12 hours @ $96.00/hour	$1,152.00
Technical Secretary; 4 hours @ $72.50/hour	$290.00
TOTAL	**$29,678.40**

If temporary casing is needed to prevent borehole collapse during drilling, a cost of $14.00 per linear foot of casing installed between 0 and 50 feet deep ($17.25 per linear foot between 51 and 100 feet deep) will be added to the above total.

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions: (1) access to boring locations is to be readily available to our truck-mounted drilling equipment, (2) the proposed number of borings and the boring depths will be adequate, (3) undisturbed samples and consolidation tests on fine grained soils are not budgeted into the total cost, (4) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine State One-Call; their locations are to be provided by the client prior to commencement of the field work, (5) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included, (6) the maintenance of traffic budget will suffice to perform the field work, (7) this proposed exploration is a relatively shallow exploration and is not intended to be an evaluation for sinkhole potential, and (8) this is a preliminary level study. Additional field exploration, laboratory testing and engineering evaluation will be required prior to final design. Ardaman will be glad to provide a proposal for any needed supplemental services as the project design progresses.

CLOSURE

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please provide authorization to proceed. Please call if you have any questions or require additional information.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.

Colin T. Jewsbury, P.E.
Orlando Branch Manager

Alexandra G. Aydelotte, P.E.
Senior Project Engineer

CTJ/AGA/bls/lms
26-60-067 REV Kimley-Horn - Bridge Replacement, Kraft Road over Kraft Canal, Polk County.docx (2026PP)

Kimley»Horn

Appendix B

Staff Hour Estimation

Kraft Road Bridge - Staff Hour Estimation - Polk County Continuing Services

Classification		Chief Engineer 2	Chief Engineer 1	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineering Intern	Engineering Tech	Design Intern	Chief Designer	Chief Planner	Senior Planner	Land Planner	Chief Scientist	Senior Env. Specialist	Env. Specialist	Senior Specialist	Secretary Clerical	Prime Fee Subtotal	Subconsultant Fee Subtotal
Task	Description/Rate	$ 340.00	$ 300.00	$ 265.00	$ 235.00	$ 205.00	$ 170.00	$ 150.00	$ 115.00	$ 73.00	$ 215.00	$ 300.00	$ 225.00	$ 170.00	$ 225.00	$ 165.00	$ 125.00	$ 178.00	$ 95.00		
1	Project Management				20														20	$ 6,600.00	$ -
2	Roadway Analysis			10	10	20	40	60												$ 24,900.00	$ -
3	Drainage Analysis			10	20	40	40	80												$ 34,350.00	$ -
4	Structural Analysis			15		30	50	40	40											$ 29,225.00	$ -
5	Natural Resources Assessment														4	10	20			$ 5,050.00	$ -
6	Cultural Resources				5			20										10		$ 5,955.00	$ -
7	Geotechnical Evaluation																			$ -	$ 29,678.40
8	Alternatives Analysis Report			5	5		20	20												$ 8,900.00	
	Subtotal Hours	0	0	40	60	90	150	220	40	0	0	0	0	0	4	10	20	10	20	$ 114,980.00	$ 29,678.40

Project Total $ 144,658.40

Kimley»Horn

Kimley-Horn and Associates, Inc.

Polk County

RFP No. 22-242

Classification	Rates
Chief Engineer 2	$320 - $360
Chief Engineer 1	$275 - $325
Senior Engineer 2	$240 - $290
Senior Engineer 1	$210 – $260
Engineer 2	$175 - $230
Engineer 1	$150 - $190
Engineering Intern	$120 - $160
Engineering Technician	$100 - $125
Design Intern	$69 - $76
Chief Designer	$190 - $235
Chief Planner	$255 - $345
Senior Planner	$185 - $265
Land Planner	$135 - $205
Chief Scientist	$200 - $250
Senior Environmental Specialist	$130 - $200
Environmental Specialist	$100 - $150
Senior Landscape Architect	$180 - $345
Project Landscape Architect	$150 - $265
Landscape Architect	$130 - $260
Landscape Designer/Landscape Planner	$110 - $145
Landscape Architect Intern	$95 - $130
Senior Specialist	$120 - $235
Secretary/Clerical	$70 - $120

Rates based on 3.5 multiplier.

August 30, 2022

Fran McAskill
Director
Procurement Division



330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost

A. Regular Copying	Single Side	Double Sided
8 ½ x 11 (black & white)	$ 0.15/page	$ 0.25/sheet
8 ½ x 11 (color)	$ 0.30/page	$ 0.40/sheet
8 ½ x 14 (black & white)	$ 0.15/page	$ 0.25/sheet
8 ½ x 14 (color)	$ 0.30/page	$..0.40/sheet
11 x 17 (black & white)	$ 0.25/page	$ 0.35/sheet
11 x 17 (color)	$ 0.40/page	$ 0.50/sheet
9 ½ x 24 Single Side Only	$ 1.00/page	
17 x 22 Single Side Only	$ 2.00/page	
18 x 24 Single Side Only	$ 2.00/page	
24 x 36 Single Side Only	$ 3.00/page	
30 x 30 Single Side Only	$ 5.00/page	
32 x 34 Single Side Only	$ 5.00/page	
Other sizes-per square inch	$ 0.03/page	
Compact Digital Disk	$ 6.00/disk	
B. Blueprint Copy		$10.00/page

2. Subcontractor Services (No markup permitted) — Actual Costs
3. Special Consultants (No markup permitted) — Actual costs
4. Computer Services — Non-reimbursable
5. Travel Expenses — In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook.
6. Postage, Fed Express, UPS — Actual Costs
7. Pre-approved Equipment (includes purchase and rental of equipment used in project) — Actual Costs

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/22/2026

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 Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Jerry Noyola **PHONE (A/C, No, Ext):** 770.552.4225 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED KIMLASS Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg 19445 **INSURER B :** New Hampshire Insurance Company 23841 **INSURER C :** Lloyd's of London 85202 **INSURER D :** Columbia Casualty Company 31127 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1610406899 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			GL5268169	4/1/2026	4/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
D	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			8038116944	4/1/2026	4/1/2027	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC067961230 (AOS) WC013711885 (CA)	4/1/2026 4/1/2026	4/1/2027 4/1/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
C	Professional Liability			RLUSP26000552026	4/1/2026	4/1/2027	Per Claim Aggregate	$2,000,000 $2,000,000

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

Re: RFP 22-242; Master Consulting Agreement for Professional Engineering Services for Roads and Drainage. Polk County Board of County Commissioner are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

Polk County Board of County Commissioners
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 Buchholz

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Agenda Item R.29. 6/16/2026

SUBJECT

Request Board approve Amendment 2 to agreement 2022-013 with AECOM Technical Services, Inc. for the North Ridge Trail project. ($29,092.00 one-time expense)

DESCRIPTION

The County entered into agreement 2022-013 with AECOM Technical Services, Inc. on March 1, 2022, to provide professional engineering services for the North Ridge Trail Project from Deen Still Road to Sand Mine Road in the amount of $353,006.00.

On March 21, 2023, Amendment 1 in the amount of $323,232.00 was approved by the Board to allow AECOM to prepare and submit a new environmental resource permit application and perform a subsurface utility exploration to identify and mitigate potential underground utility conflicts.

This Amendment 2 provides lighting design and plans preparation for the traffic circles on North Ridge Trail specifically at Pinedale Drive, California Boulevard, and Highlands Reserve Boulevard for a not-to-exceed cost of $29,092.00. This will bring the total project to a not-to-exceed cost of $705,330.00.

RECOMMENDATION

Approve Amendment 2 to agreement 2022-013 with AECOM Technical Services, Inc. in the amount of $29,092.00 for the North Ridge Trail Project.

FISCAL IMPACT

Funding is available in the Transportation Millage Fund.

CONTACT INFORMATION

Tabatha Shirah

Sr. Procurement Analyst

863.534.5935

tabathashirah@polkfl.gov

PROFESSIONAL SERVICE AGREEMENT
#2022-013
AMENDMENT #2

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 AECOM Technical Services, Inc. (the "Consultant"), a California corporation, headquartered at 300 South Grand Avenue, 9th Floor, Los Angeles, California, whose Federal Employer Identification number is 95-2661922.

WITNESSETH:

WHEREAS, the County and Consultant entered into Professional Service Agreement 2022-013 dated March 1, 2022 (the "Agreement"), for the purpose of providing professional services in connection with the North Ridge Trail project located in northeast Polk County, from Deen Still Road to Sand Mine Road, to review and update current construction plans and specifications, segmenting construction plans, and post design services; and

WHEREAS, Amendment #1, authorized a scope modification to the original scope of work to resubmit expired existing permits for construction, resulting in a Request for Additional Information letter from the Florida Department of Environmental Protection to conduct additional surveys and prepare documentation to address the request, with the cost of the additional services not-to-exceed in the amount of $323,232.00; and

WHEREAS, the parties now desire to amend the Agreement to incorporate and authorize a scope modification for additional design services for traffic control lighting at the roundabout that was not included in the original scope; 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 "Aiii" Scope of Services and Compensation of the Agreement to include the additional services needed, which are more fully set forth and described in Exhibit "A" of this Amendment, attached hereto and fully incorporated herein.

3. The cost of the additional services, which is more fully set forth and described in Exhibit "A" to this Amendment, shall be a not-to-exceed amount of $29,092.00. Accordingly, the total Agreement amount shall be increased from the original not-to-exceed amount of $676,238.00 to the new not-to-exceed amount of $705,330.00.

4. The Agreement will remain in effect through the completion of the construction.

5. The Agreement, as amended by this Amendment #2, continues in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

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., Chair
Board of County Commissioners

Date Approved by County: _____

Approved as to form and legal sufficiency:

5/15/26
County Attorney Date

ATTEST:

By: _____
Bruno J. Fiori
PRINT NAME
Assoc. Vice President
TITLE

Date: 5/26/26

AECOM Technical Services, Inc., a California corporation

By: _____
JEFF BLAZOWSKI
PRINT NAME
VICE PRESIDENT
TITLE

SEAL

EXHIBIT A

SCOPE OF SERVICES

Polk County Project # 5400206

Updating Construction Plans for North Ridge Trail

1. **PURPOSE**

Provide Lighting design and plans preparation for the traffic circles on North Ridge Trail. Specifically at PineDale Drive, California Boulevard, and Highlands Reserve Boulevard.

2. **DESIGN ELEMENTS**

Perform photometric analysis at the above locations

Generate necessary Pole Data Table and Legends

Provide Plan sheets for each location

Develop Service Point Details for new service locations

Generate a tech memo or report for design elements / findings

Design criteria will meet the current FDOT Design Manual Section 231.

There will be 2 project submittals for the report and Lighting Plans.

3. **Cost / Fee**

The proposed maximum not to exceed fee for professional engineering services is $29,092.00 and is located in Exhibit A-1.

EXHIBIT A-1
ROADWAY DESIGN PROJECT
North Ridge Trail Construction Plan Update
Lighting Design and Plan Production for Traffic Circles

Task	Description	$198.00 P.M. (hrs)	$179.00 Sr. Eng. (hrs)	$137.00 Project Eng. (hrs)	$132.00 Engineer (hrs)	$137.00 Sr. Env. Sci (hrs)	$151.00 Structural Tech (hrs)	$121.00 Sr. Tech. (hrs)	$105.00 Tech. (hrs)	$80.00 Clerical (hrs)	Total (hrs)	Total Task Cost
1	GENERAL TASKS	0	0	0	0	0	0	0	0	0	0	$0
2	ROADWAY ANALYSIS	0	0	0	0	0	0	0	0	0	0	$0
3	ROADWAY PLANS	0	0	0	0	0	0	0	0	0	0	$0
4	DRAINAGE ANALYSIS	0	0	0	0	0	0	0	0	0	0	$0
5	UTILITIES	0	0	0	0	0	0	0	0	0	0	$0
6	ENVIRONMENTAL PERMITS	0	0	0	0	0	0	0	0	0	0	$0
7	STRUCTURES	0	0	0	0	0	0	0	0	0	0	$0
8	SIGNING & MARKING ANALYSIS	0	0	0	0	0	0	0	0	0	0	$0
9	SIGNING & MARKING PLANS	0	0	0	0	0	0	0	0	0	0	$0
10	SIGNALIZATION ANALYSIS	0	0	0	0	0	0	0	0	0	0	$0
11	SIGNALIZATION PLANS	0	0	0	0	0	0	0	0	0	0	$0
12	LIGHTING ANALYSIS	6	48	61	0	0	0	0	13	0	128	$19,502
13	LIGHTING PLANS	3	24	8	0	0	9	15	0	0	59	$9,160
14	LANDSCAPE ANALYSIS	0	0	0	0	0	0	0	0	0	0	$0
15	LANDSCAPE DESIGN	0	0	0	0	0	0	0	0	0	0	$0
16	POST DESIGN SERVICES	0	0	0	0	0	0	0	0	0	0	$0
17		0	0	0	0	0	0	0	0	0	0	$0
TOTAL HOURS		9	72	69	0	0	9	15	13	0	187	
TOTAL LABOR COST (AECOM)		$1,782	$12,888	$9,453	$0	$0	$1,359	$1,815	$1,365	$0	$28,662	

SUBTOTAL LABOR **$28,662.00**

DIRECT EXPENSES (1.5%) **$430.00**

SUB-CONSULTANTS

$0

PROJECT TOTAL FOR AECOM AND SUB-CONSULTANTS **$29,092.00**

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 ATS's full legal address is c/o CT Corporation System, 330 North Brand Blvd., Suite 700, Glendale, California 91203-2336 and that the Corporation's principal place of business is 300 South Grand Ave., 9th Floor, Los Angeles, California 90071.

I FURTHER CERTIFY that pursuant to the Written Consent of the Board of Directors of ATS, adopted on April 28, 2026, 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 1st day of May 2026.

Armond Tatevossian
Secretary



PROFESSIONAL SERVICE AGREEMENT
#2022-013
AMENDMENT #2

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 AECOM Technical Services, Inc. (the "Consultant"), a California corporation, headquartered at 300 South Grand Avenue, 9th Floor, Los Angeles, California, whose Federal Employer Identification number is 95-2661922.

WITNESSETH:

WHEREAS, the County and Consultant entered into Professional Service Agreement 2022-013 dated March 1, 2022 (the "Agreement"), for the purpose of providing professional services in connection with the North Ridge Trail project located in northeast Polk County, from Deen Still Road to Sand Mine Road, to review and update current construction plans and specifications, segmenting construction plans, and post design services; and

WHEREAS, Amendment #1, authorized a scope modification to the original scope of work to resubmit expired existing permits for construction, resulting in a Request for Additional Information letter from the Florida Department of Environmental Protection to conduct additional surveys and prepare documentation to address the request, with the cost of the additional services not-to-exceed in the amount of $323,232.00; and

WHEREAS, the parties now desire to amend the Agreement to incorporate and authorize a scope modification for additional design services for traffic control lighting at the roundabout that was not included in the original scope; 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 "Aiii" Scope of Services and Compensation of the Agreement to include the additional services needed, which are more fully set forth and described in Exhibit "A" of this Amendment, attached hereto and fully incorporated herein.

3. The cost of the additional services, which is more fully set forth and described in Exhibit "A" to this Amendment, shall be a not-to-exceed amount of $29,092.00. Accordingly, the total Agreement amount shall be increased from the original not-to-exceed amount of $676,238.00 to the new not-to-exceed amount of $705,330.00.

4. The Agreement will remain in effect through the completion of the construction.

5. The Agreement, as amended by this Amendment #2, continues in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

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., Chair
Board of County Commissioners

Date Approved by County: _____

Approved as to form and legal sufficiency:

5/15/26
County Attorney Date

ATTEST:

By: _____
Bruno J. Fiori
PRINT NAME
Assoc. Vice President
TITLE
Date: 5/26/26

AECOM Technical Services, Inc., a California corporation

By: _____
JEFF BLAZOWSKI
PRINT NAME
VICE PRESIDENT
TITLE

SEAL

EXHIBIT A

SCOPE OF SERVICES

Polk County Project # 5400206

Updating Construction Plans for North Ridge Trail

1. **PURPOSE**

Provide Lighting design and plans preparation for the traffic circles on North Ridge Trail. Specifically at PineDale Drive, California Boulevard, and Highlands Reserve Boulevard.

2. **DESIGN ELEMENTS**

Perform photometric analysis at the above locations

Generate necessary Pole Data Table and Legends

Provide Plan sheets for each location

Develop Service Point Details for new service locations

Generate a tech memo or report for design elements / findings

Design criteria will meet the current FDOT Design Manual Section 231.

There will be 2 project submittals for the report and Lighting Plans.

3. **Cost / Fee**

The proposed maximum not to exceed fee for professional engineering services is $29,092.00 and is located in Exhibit A-1.

EXHIBIT A-1
ROADWAY DESIGN PROJECT
North Ridge Trail Construction Plan Update
Lighting Design and Plan Production for Traffic Circles

Task	Description	$198.00 P.M. (hrs)	$179.00 Sr. Eng. (hrs)	$137.00 Project Eng. (hrs)	$132.00 Engineer (hrs)	$137.00 Sr. Env. Sci (hrs)	$151.00 Structural Tech (hrs)	$121.00 Sr. Tech. (hrs)	$105.00 Tech. (hrs)	$80.00 Clerical (hrs)	Total (hrs)	Total Task Cost
1	GENERAL TASKS	0	0	0	0	0	0	0	0	0	0	$0
2	ROADWAY ANALYSIS	0	0	0	0	0	0	0	0	0	0	$0
3	ROADWAY PLANS	0	0	0	0	0	0	0	0	0	0	$0
4	DRAINAGE ANALYSIS	0	0	0	0	0	0	0	0	0	0	$0
5	UTILITIES	0	0	0	0	0	0	0	0	0	0	$0
6	ENVIRONMENTAL PERMITS	0	0	0	0	0	0	0	0	0	0	$0
7	STRUCTURES	0	0	0	0	0	0	0	0	0	0	$0
8	SIGNING & MARKING ANALYSIS	0	0	0	0	0	0	0	0	0	0	$0
9	SIGNING & MARKING PLANS	0	0	0	0	0	0	0	0	0	0	$0
10	SIGNALIZATION ANALYSIS	0	0	0	0	0	0	0	0	0	0	$0
11	SIGNALIZATION PLANS	0	0	0	0	0	0	0	0	0	0	$0
12	LIGHTING ANALYSIS	6	48	61	0	0	0	0	13	0	128	$19,502
13	LIGHTING PLANS	3	24	8	0	0	9	15	0	0	59	$9,160
14	LANDSCAPE ANALYSIS	0	0	0	0	0	0	0	0	0	0	$0
15	LANDSCAPE DESIGN	0	0	0	0	0	0	0	0	0	0	$0
16	POST DESIGN SERVICES	0	0	0	0	0	0	0	0	0	0	$0
17		0	0	0	0	0	0	0	0	0	0	$0
TOTAL HOURS		9	72	69	0	0	9	15	13	0	187	
TOTAL LABOR COST (AECOM)		$1,782	$12,888	$9,453	$0	$0	$1,359	$1,815	$1,365	$0	$28,662	

SUBTOTAL LABOR	$28,662.00
DIRECT EXPENSES (1.5%)	$430.00
SUB-CONSULTANTS	$0
PROJECT TOTAL FOR AECOM AND SUB-CONSULTANTS	$29,092.00

Agenda Item R.30. 6/16/2026

SUBJECT

Request Board Approve Amendment 3 with WSP USA, for Agreement 2022-029, South Lake Wales drainage improvement project. ($11,637.00 one-time expense)

DESCRIPTION

The County entered into an agreement with WSP USA on May 3, 2022, to provide professional engineering services for the South Lake Wales drainage improvement project in the amount of $214,748.00. The project consisted of updates to an existing drainage study, design, engineering, and post-design services.

On August 8, 2023, Amendment 1 in the amount of $90,910.00 was approved by the Board to allow WSP USA to perform a drainage analysis to support the Washington Street closed conveyance system and new US 27 drainage connection.

On June 4, 2024, Amendment 2 in the amount of $67,115.25 was approved by the Board to allow WSP USA to perform additional subsurface utility engineering and survey services, historic property review as well as post-design services.

This Amendment 3 provides for the additional post-design services support at a not-to-exceed cost of $11,637.00. This will bring the total project to a not-to-exceed cost of $384,410.25.

RECOMMENDATION

Request the Board approve Amendment 3 to Agreement 2022-029, with WSP USA.

FISCAL IMPACT

Funds are budgeted and available in the Transportation Millage Fund.

CONTACT INFORMATION

Tabatha Shirah
Sr. Procurement Analyst
Procurement
(863) 534-5935
tabathashirah@polkfl.gov <mailto:tabathashirah@polkfl.gov>

PROFESSIONAL SERVICE AGREEMENT
#2022-029
AMENDMENT #3

This AMENDMENT #3 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, located at One Penn Plaza, 2nd Floor, New York, NY 10119, whose Federal Employer Identification number is 11-1531569.

WITNESSETH:

WHEREAS, the County and Consultant entered into Professional Service Agreement 2022-029 dated May 3, 2022 (the "Agreement"), for the purpose of providing professional services in connection with South Lake Wales Drainage Improvements, an American Rescue Plan funded project; and

WHEREAS, pursuant to the Scope of Services contained in the Agreement, the Consultant is assisting the County with the implementation of drainage improvements for the South Lake Wales Neighborhood Drainage Improvements in southeast Polk County; and

WHEREAS, a flooding investigation study was performed in 2009 and the basis for this scope is based on the Alternative 3 presented in the South Lake Wales Subdivision Drainage Improvement Study; and

WHEREAS, Alternative 3 includes increasing the conveyance along local roads, numerous side drainpipes and additional storage capacity with two stormwater ponds on private lots, and the cost of these services was a not-to-exceed cost of $214,748.00; and

WHEREAS, Amendment #1 authorized a scope modification to the original scope of work planned for a drainage connection onto the Warner University property located on the south side of Presidents Drive, since the planned connection was no longer feasible due to site development on Warner University property and a new connection to US 25 (State Road 25) was required and the cost of additional services was a not-to-exceed amount of $90,910.00; and

WHEREAS, Amendment # 2 authorized a scope modification for additional subsurface utility engineering and survey services, cultural resource services and post-design services because the original scope of work did not include a sufficient amount of subsurface utility engineering investigations and post design support services were not included, and an response to the Engineer's Southwest Florida Water Management District (SWFWMD) permit submittal, the Division of Historical Resources requested the project area be reviewed for possible effects on historic properties, or otherwise historical, architectural, or archaeological value. The cost of the additional services was a not-to-exceed amount of $ 67,115.25; and

WHEREAS, the parties now desire to amend the Agreement to incorporate and authorize a scope modification for additional post design services, which includes design revisions, responses to requests for information by the County, and any associated construction observation; 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 supplement and expand 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 cost of the additional services, which is more fully set forth and described in Attachment "A" to this Amendment #3, shall be a not-to-exceed amount of $11,637.00.

4. The Agreement will remain in effect through the completion of construction.

5. The Agreement, as amended by this Amendment #3, continues in full force and effect.

THE REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #2 as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By: _____
Martha Santiago, Ed., D., Chair
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Noah Wilder 5/15/2026
County Attorney's Office Date

WSP USA, Inc.
a New York corporation

By: _____
Todd E. Laine
PRINT NAME

SVP - Local Business Leader
TITLE

Date: 5/21/2026

ATTACHMENT "A"
TO
2022-029,
AMEND #3
SCOPE OF SERVICES – SUPPLEMENT SERVICES #3

For

South Lake Wales Drainage Improvements

County PID: 5400209

Prepared For:

Polk County Roads and Drainage Division

3000 Sheffield Road

Winter Haven, FL 33880

Prepared By:

WSP USA, Inc.

5411 SkyCenter Drive, Suite 650

Tampa, FL 33607

March 2026

ATTACHMENT "A"

Amendment #3 to Professional Service Agreement #2022-029

SCOPE OF SERVICES

This Attachment "A" to Amendment #3 forms an integral part of Professional Service Agreement (2022-029) between Polk County (hereinafter referred to as the COUNTY) and WSP USA, Inc. (Hereinafter referred to as the ENGINEER) relative to the project described as follows:

I. PROJECT TITLE

Professional engineering services for the South Lake Wales Drainage Improvements, PID 5400209.

II. PROJECT UNDERSTANDING

Polk County (COUNTY) has selected WSP USA, Inc. (ENGINEER) to assist with the implementation of drainage improvements for South Lake Wales neighborhood drainage improvements, located in southeast Polk County.

III. SUPPLEMENT SERVICES – ADDITIONAL POST DESIGN SUPPORT

Additional post design support services.

Post Design Services:

The ENGINEER will attend coordination meetings and any field meetings during the duration of Additional Post Design Services following the issuance of the Notice to Proceed with Additional Post Design Services.

The ENGINEER will complete required design revisions as approved by the COUNTY.

The ENGINEER will respond to request for information (RFI), as requested by the COUNTY.

The ENGINEER shall perform limited construction observation related to request for information, if required.

Project Close-out: The ENGINEER will review constructed facilities with the COUNTY and their construction contractor to assist in verifying substantial compliance with the approved construction plans and will assist the COUNTY in preparing a punch list to be provided to the CONTRACTOR if requested by the COUNTY.

IV. DELIVERABLES

1. Plan revision

V. COMPENSATION

The ENGINEER will perform the services described herein for a lump sum fee of $11,637.00.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT (Attachment "B")

Name of Project: SA3 - South Lake Wales Drainage Improvements
County: Polk
FPN: Polk County 5400209
FAP No.:

Consultant Name: WSP
Consultant No.:
Date: 3/18/2026
Estimator: Anderson

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Senior Project Manager	Chief Engineer	Principal Engineer	Senior Engineer	Project Engineer	Senior CAD Designer	0	0	0	0	0	0	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$262.00	$230.00	$195.00	$180.00	$175.00	$132.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project General and Project Common Tasks	60	18	0	15	9	0	18	0	0	0	0	0	0	60	$11,637	$193.95
Total Staff Hours	60	18	0	15	9	0	18	0	0	0	0	0	0	60		
Total Staff Cost		$4,716.00	$0.00	$2,925.00	$1,620.00	$0.00	$2,376.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$11,637.00**	**$193.95**

Check = $11,637.00

4 - Person Crew:

Notes:

SALARY RELATED COSTS:			$11,637.00
OVERHEAD:	0%		$0.00
OPERATING MARGIN:	0%		$0.00
FCCM (Facilities Capital Cost Money):	0.00%		$0.00
		Check = $11,637.00	

SALARY RELATED COSTS (Lump Sum):					**$11,637.00**
SUBTOTAL ESTIMATED FEE (Lump Sum):					**$11,637.00**
					$0.00
Sub -					$0.00
Sub -					$0.00
Sub -					$0.00

GRAND TOTAL ESTIMATED FEE: **$11,637.00**

Project Activity 3: General Tasks

Estimator: Anderson

SA3 - South Lake Wales Drainage Improvements
Polk County 5400209

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					N/A
3.1.1	Community Awareness Plan	LS	1	0	0	N/A
3.1.2	Notifications	LS	1	0	0	N/A
3.1.3	Prepare Mailing Lists	LS	1	0	0	N/A
3.1.4	Median Modification Letters	LS	1	0	0	N/A
3.1.5	Driveway Modification Letters	LS	1	0	0	N/A
3.1.6	Newsletters	LS	1	0	0	N/A
3.1.7	Renderings and Fly Throughs	LS	1	0	0	N/A
3.1.8	PowerPoint Presentation	LS	1	0	0	N/A
3.1.9	Public Meeting Preparations	LS	1	0	0	N/A
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	N/A
3.1.11	Other Agency Meetings	LS	1	0	0	N/A
3.1.12	Web Site	LS	1	0	0	N/A
3.1 Public Involvement Subtotal					**0**	
3.2	Joint Project Agreements	EA	0	0	0	N/A
3.3	Specifications Package Preparation	LS	1	0	0	N/A
3.4	Contract Maintenance and EDMS	LS	1	0	0	N/A
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	N/A
3.6	Prime Consultant Project Manager Meetings	LS	1	0	0	See listing below
3.7	Plans Update	LS	1	0	0	N/A
3.8	Post Design Services	LS	1	60	60	Coordination/Consturction Meetings; Attendance at coordination and construction meetings (assuming 3 hour per mtg X 5 mtgs) - 15 hrs; Design Revision - 18 hrs RFI/Support Services: Includes RFI review and response development that includes document review (1 hr), analyses (2 hr), CADD (2 hr), internal coordination (1 hr), coordination with County and Contractor (2 hr); 8 hrs/RFI Assume 1 RFIs X 8 hours/RFI = 8 hours Assume 2 construction observation field reviews: 2 X 2 ppl X 3 hrs = 12 hrs Certification/Close out: As-built review (3 hrs), Project Close out meeting 1 ppl X 4 hrs = 4 hrs; 7 hrs
3.9	Digital Delivery	LS	1	0	0	N/A
3.10	Risk Assessment Workshop	LS	1	0	0	N/A
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	N/A
3.12	Other Project General Tasks	LS	1	0	0	N/A
3. Project Common and Project General Tasks Total					**60**	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	0	0	0	
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LiDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	0	0	0	
Phase Reviews	EA	0	0	0	
Field Reviews	EA	0	0	0	
Total Project Manager Meetings		0		0	Total PM Meeting Hours carries to Task 3.6 above

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to Column D, except for Photogrammetry.

County Project No. 5400209

Task	Original Purchase Order	Amendment No. 1	Amendment No. 2	Amendment No. 3	Total
TASK 1: Project Management	$12,137	$0	$43,010.00	$11,637.00	$66,784.00
TASK 2: Drainage Study, Construction Plans & Permitting	$137,893	$0			$137,893.00
TASK 3: US 27 Design/Permitting	$0	$67,858			$67,858.00
TASK 4: Utility Coordination	$0	$23,052			$23,052.00
Permitting Fee	$2,492	$0	$306.25		$2,798.25
Sub: Togographic & SUE Survey	$55,169	$0	$11,699.00		$66,868.00
Sub: Geotechnical Investigation	$7,057	$0			$7,057.00
Sub: Cultural Resource (Lump Sum)	$0	$0	$4,000.00		$4,000.00
Sub: Cultural Resource (Not To Exceed)	$0	$0	$8,100.00		$8,100.00
Total:	**$214,748**	**$90,910**	**$67,115.25**	**$11,637.00**	**$384,410.25**

Polk County

Board of County Commissioners

Agenda Item R.31. 6/16/2026

SUBJECT

Adopt a Resolution Setting Speed Limits on Bomber Road, near Winter Haven. ($242.40 one-time expense)

DESCRIPTION

The Roads & Drainage Division received a request from an area resident to reduce the speed limit along the western portion of the roadway. In researching the request, the Roads & Drainage Division discovered Resolution 2025-125, establishing speed zones of 45 M.P.H., adopted by the Board on October 7, 2025, which is attached to the proposed Resolution as Exhibit “A.” Bomber Road is located in the Winter Haven area in S-14, T-29S, R-25E, and is classified as an Urban Collector road.

Staff conducted traffic studies on Bomber Road as outlined in FS 316.189, and investigated the five-year crash history. It was subsequently determined that postings of 35 M.P.H. and 45 M.P.H. are reasonable for this road. 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 Bomber Road. Cost for installation of signs is estimated at $242.40.

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 Resolution 2025-125, dated October 7, 2025, attached hereto as Exhibit “A”, caused Bomber Road, a County-maintained Urban Collector road, to be posted 45 M.P.H., and

WHEREAS, the Polk County Roads & Drainage Division has since conducted speed studies for Bomber Road (Road Number 951406); from US Highway 17 to County Road 655 (Rifle Range Road). Located in S-14, T-29S, R-25E., and

WHEREAS said studies were made in accordance with the procedures established by the State of Florida Department of Transportation, and it was subsequently determined that postings of 35 M.P.H. and 45 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 Bomber Road to be posted 35 M.P.H. from US Highway 17 to Ben Durance Road and 45 M.P.H. from Ben Durance Road to County Road 655 (Rifle Range Road). Further, Resolution 2025-125, dated October 7, 2025, attached hereto as Exhibit “A”, is hereby repealed.

Adopted in Regular Session duly assembled this 16th day of June 2026.

Attest:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

Board of County Commissioners
Polk County, Florida

By: _____
Martha Santiago, Ed.D., Chair

RESOLUTION NO.: 2025-125

WHEREAS, the Board of County Commissioners, by adopting a Resolution dated March 24, 1987, attached hereto as Exhibit "A", caused Bomber Road, a County-maintained Urban Collector road, to be posted 45 M.P.H., and

WHEREAS, the Polk County Roads & Drainage Division has since conducted speed studies for Bomber Road (Road Number 951406); from US Highway 17 to County Road 655 (Rifle Range Road). Located in S-14, T-29S, R-25E., 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 a posting of 45 M.P.H. is reasonable, and

WHEREAS under the laws of the State of Florida, the Board of County Commissioners is vested with the authority to establish speed limits on County maintained roads,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Bomber Road to be posted 45 M.P.H. from US Highway 17 to County Road 655 (Rifle Range Road). Further, that Resolution dated March 24, 1987, attached hereto as Exhibit "A", is hereby repealed.

DATED this 7th day of October 2025.

Exhibit "A"

951406

RESOLUTION

WHEREAS the Polk County Engineer, through the Polk County Traffic Engineering Deparment, has made a speed study on CR 559, from US 17 to CR 655, which is located in Section 14, Township 29 South, Range 25 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 CR 559, from US 17 to CR 655, which is located in Section 14, Township 29 South, Range 25 East to be posted as follows:

MP 0.00 to MP 0.50	45 M.P.H.
MP 0.50 to MP 2.30	55 M.P.H.
MP 2.30 to MP 3.30	45 M.P.H.

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 in the 24th day of March, 1987.

WITNESS my hand and official seal of said Board this 30th day of March, 1987.

E. D. "BUD" DIXON, Clerk

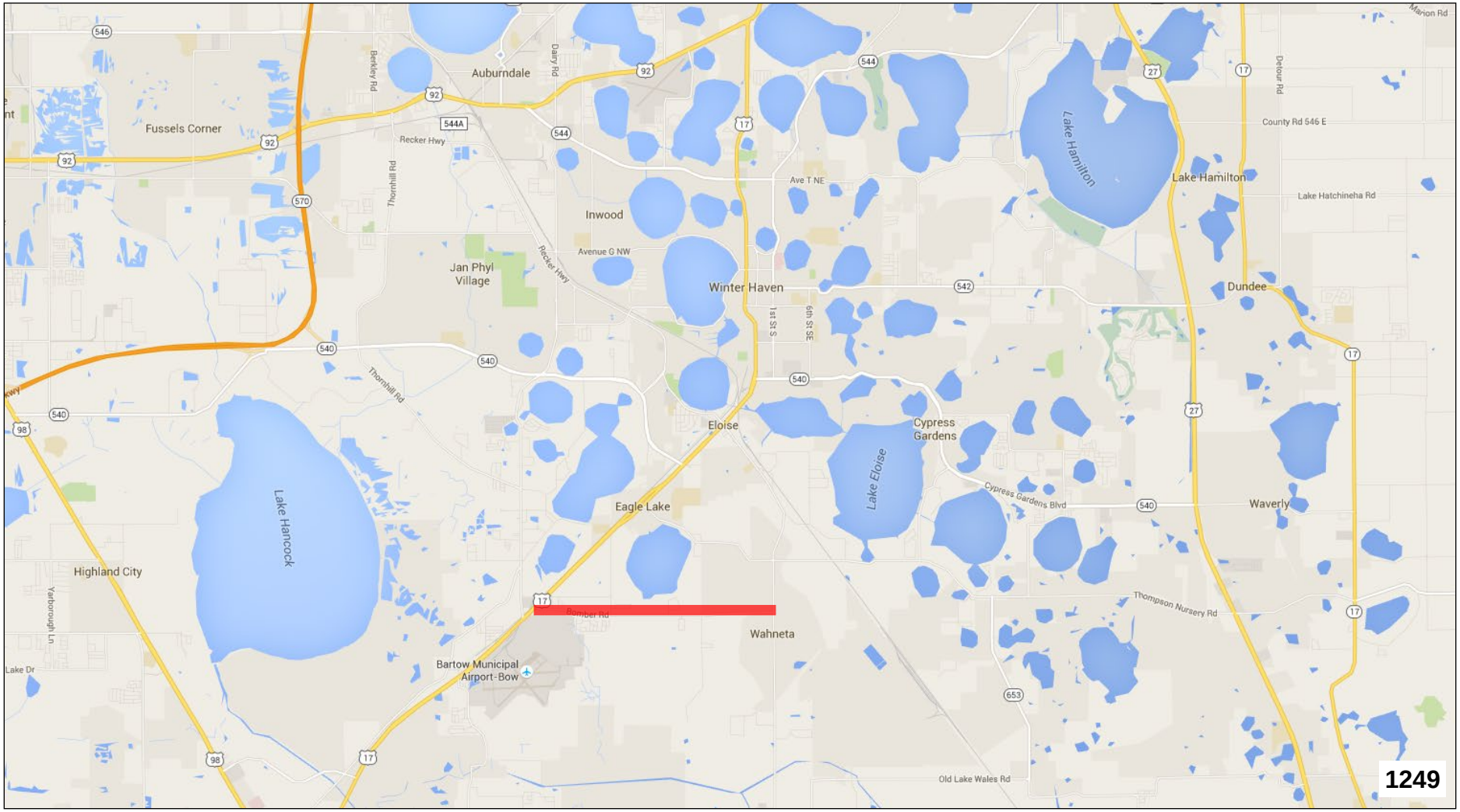
(SEAL)

BY: Lynnette O'Clark
Deputy Clerk

03/24/87/dkn

Bomber Rd (Winter Haven Area)

Request for Speed Limit Reduction



Bomber Rd (Winter Haven Area)

Request for Speed Limit Reduction



1250

POLK COUNTY TRANSPORTATION DIVISION

SPEED STUDY

ROAD DESCRIPTION

Road Name	Bomber Rd			**Road Number**	951406
Section	14	**Township**	29 S	**Range**	25 E
Commission District	3	**Maintenance Unit**	R3	**Functional Classification**	UC
From	US 17	**Node**	N/A	**Mile Post**	0.00
To	CR 655	**Node**	N/A	**Mile Post**	3.3

REASON FOR RESOLUTION

Customer Service Request #	**100208**	**Internal Request**		**External Request**	✓
New Posting		**Speed Adjustment**	✓		

External Agency Name (If Applicable)

Problem Statement:
Polk County received a citizen request to reduce the speed limit along the western portion of Bomber Rd.

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	5	**Number of Curves**	4	**Number of Turns**	1
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	21	**Sight Distance of Intersections**	Adequate		
Number of Driveways	37	**Sight Distance of Driveways**	Adequate		
Number of Stop Signs	0	**Number of Signals**	2		

SPEED LIMIT INFORMATION

Current Speed Limit Posting (M.P.H.)	45	45			
Proposed Speed Limit Posting (M.P.H.)	35	45			
From Mile Post	0.000	0.550			
To Mile Post	0.550	3.300			

Notes:
Data was collected in one location along the requested segment. The 85th percentile speed was 35 mph. The proposed posting reflects the 85th percentile speed.

Review conducted by	Holly Toley & Andrew Jones	**Date**	3/27/2026
Entered by	Steve Logan	**Date**	5/27/2026
Concurred/authorized by Traffic Engineer	Amy J. Gregory, P.E.		
Signature		**Date**	05/27/26

Polk County

Board of County Commissioners

Agenda Item R.32. 6/16/2026

SUBJECT

Request the Board execute forms related to the Lake Bonny Hazard Mitigation Grant Application and act as the Authorized Agent for Project. (No Fiscal Impact)

DESCRIPTION

The Roads and Drainage Division has submitted a Hazard Mitigation Grant to the Florida Department of Emergency Management (FDEM) for the flooding that occurred on Lake Bonny as result of Hurricane Milton. The Division has been actively responding to follow-up questions from the FDEM.

To complete the application, FDEM is requesting the Board act as the Authorized Agent on the Application. This will require the Chairperson to sign the FDEM Point of Contact Form as the Authorized Agent.

The Chairperson is also being requested to execute the following forms: Form 424D that lists specific assurances for construction activities in the event the submitted application is approved, the Project Maintenance Agreement Form that requires the County to provide for the routine maintenance of any facilities or improvements constructed with federal funding, and the Sub-Recipient Management Cost (SRMC) Request Form that indicates the County has declined to seek reimbursement for administrative expenses related to management of the grant (if awarded).

RECOMMENDATION

Request Board of County Commissioners acts as the Authorized Agent for the Lake Bonny Hazard Mitigation Grant Application and executes Form 424D, Project Maintenance Agreement Form, Point of Contact Form, and the SRMC Request Form.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Conner Updike, P.E.
Drainage Engineer, P.E.
Roads & Drainage
(863) 535-2323
connerupdike@polkfl.gov

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 06/30/2028

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Chairperson
APPLICANT ORGANIZATION	DATE SUBMITTED
Polk County Board of County Commissioners	

SF-424D (Rev. 7-97) Back

Maintenance Agreement

All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, or facilities, must first sign the following agreement prior to submitting the application to FEMA.

(NOTE: Those applicants whose project only involves the retrofitting, elevation, or other modification to private property where the ownership will remain private after project completion DO NOT have to complete this form.)

The Polk County Board of County Commissioners of Polk County, State of Florida, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the ***routine*** maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid**.** Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

The purpose of this agreement is to make clear the Sub-recipient's maintenance responsibilities following project award and to show the Sub-recipients acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Signed by Martha Santiago the duly authorized representative
(*printed or typed name of signing official*)

Chairperson,
(*title*)

This _____(*day*) of _____(*month*), _____ *(year).*

Signature* _____

Please Note: The above signature must be by an individual with legal signing authority for the respective local government or county (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.)

Hazard Mitigation Grant Program
Sub-Recipient Management Cost (SRMC) Request Form

Project ID#: **4834-(248)** County: Polk Modification #: N/A

Sub-applicant: Polk County

Project Title: Polk County,Lake Bonny,Flood Risk Reduction

Point of Contact

Name:	Jay Jarvis	Title:	Director of Polk County Roads and Drainage
Agency:	Polk County	Address:	3000 Sheffield Road, Winter Haven, FL 33880
Phone:	(863) 535-2200	Email:	jayjarvis@polk-county.net
Federal Share Amount:	$ 8,981,937.75	Cost Share Percentage:	75.000000000%

Project Budget Information

Phase I	Federal	Local	Total	Available SRMC Funds
Funding Request	$ 1,606,755.75	$ 535,585.25	$ 2,142,341.00	**$ 107,117.05**
Non-Phased or Phase II				
Funding Request	$7,375,182.00	$2,458,394.00	$ 9,833,576.00	**$ 491,678.80**
Project Total				
	$ 8,981,937.75	**$ 2,993,979.25**	**$ 11,975,917.00**	**$ 598,795.85**

Sub-Recipient Management Costs Details

A. Personnel (In-House Labor) *If "Salaried" convert to hourly rate (Salary/2080 = Hourly Rate)

Position	Base Rate	Fringe % FICA	Fringe % Health Insurance	Fringe % Retirement	Fringe % Other	Total Rate	Hours	Costs
Pre-Award								$ -
						$ -		$ -
						$ -		$ -
						$ -		$ -
						$ -		$ -
Estimated Subtotal:								$ -

Narrative:

B. Contractual Services

Company Name(s) or Consultant(s)	Purpose	Costs
Pre-Award	Application Development	$ -
Estimated Subtotal:		$ -

Narrative:

Hazard Mitigation Grant Program
Sub-Recipient Management Cost (SRMC) Request Form

Project ID#: **4834-(248)** County: Polk Modification #: N/A

Sub-applicant: Polk County

Project Title: Polk County,Lake Bonny,Flood Risk Reduction

C. Indirect Costs

*** Optional: if you choose this option, you will have to include it on all awards for the referenced disaster.**

Description	Base	Rate	Costs
De Minimis Indirect Cost Rate	$ -		$ -
Estimated Subtotal:			$ -

Narrative:

Indirect costs are based on the maximum De Minimis Indirect Cost Rate of 10.00% on Total Direct Labor (Personnel + Fringe).

D. SRMC Pre-Award

Pre-Award Sub-Recipient Management Cost is requested in the amount of: **$ -**

Start Date:

Total Estimated Sub-Recipient Management Cost Requested: **E. $ -**

Maximum amount available (5%) **F.** $ 598,795.85

If negative, adjust Section A, B, C and/or D (above) by amount shown **G.** $598,795.85

Strategic Funds Management (SFM) - Sub-Recipient Management Costs (SRMC) need to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated.

Annual Breakdown of Estimated SRMC

Year 1	Year 2	Year 3	Year 4	Total Estimated SRMC
$ -	$ -	$ -	$ -	$ -

Sub-Recipient Acknowledgement: *Authorized Agent or Point of Contact (POC) can sign this request

☑ Our organization is declining the use of SRMC funding for the referenced project.

**Authorized Agent must sign for declining funds

This request is related to eligible indirect costs, direct administrative costs, or other administrative expenses associated with this specific project.

The administrative requirements of the Code of Federal Regulations Title 2 Part 200: Uniform Administration Requirements (2 CFR 200) have been met.

Name: Martha Santiago Authorization: Authorized Agent

Title: Chairperson of the Board of County Commissioners

Signature: Date:

POINT OF CONTACT

PROJECT #: 4834-(248) **UPDATED DATE:** May 26, 2026

PROJECT TITLE: Polk County, Lake Bonny, Flood Risk Reduction

PRIMARY POINT OF CONTACT (POC): *Must be an employee of the Sub-Recipient*

NAME & TITLE: Jay M. Jarvis, P.E., Director of Polk County Roads and Drainage

ADDRESS: 3000 Sheffield Road

PHONE: 863-535-2200 MOBILE #: 863-581-0163

E-MAIL ADDRESS: jayjarvis@polkfl.gov

SIGNATURE:

1st ALTERNATE POINT OF CONTACT (SR Employee or Contractor) Consultant

NAME & TITLE: Hiba Pirani

COMPANY: Dewberry

ADDRESS: 1479 Town Center Drive, Suite D214, Lakeland, FL

PHONE: 904-423-4937 MOBILE #:

E-MAIL ADDRESS: hpirani@Dewberry.com

Restrictions: None

2nd ALTERNATE POINT OF CONTACT (SR Employee or Contractor) SR Employee

NAME & TITLE: Conner Updike, P.E., Drainage Engineer

COMPANY: Polk County Board of County Commissioners

ADDRESS: 3000 Sheffield Road

PHONE: 863-535-2200 MOBILE #: 863-232-0592

E-MAIL ADDRESS: connerupdike@polkfl.gov

Restrictions: None

****AUTHORIZED AGENT** *(or current POC listed in the executed contract as the representative)*

NAME & TITLE: Martha Santiago, Chairperson

ADDRESS: 330 West Church Street, Bartow, FL

PHONE #: 863-534-6422 MOBILE #:

E-MAIL ADDRESS: marthasantiago@polkfl.gov

SIGNATURE:

****AUTHORIZED AGENT MUST HAVE SIGNATURE AUTHORITY***

EMAIL COMPLETED FORM TO YOUR PROJECT MANAGER

Paragraph (3) Agreement –

In accordance with section 215.971 (2), Florida Statutes, the Division's Grant Manager (Project Manager) shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient.

1. The name and address of the Representative of the Sub-Recipient responsible for the Administration of the Agreement is the Primary Point of Contact (POC).
2. In the event that different representatives or addresses are designated by either party after execution of the Agreement, notice of the name and address of the new representative will be provided to the other party.

A Contractor/Consultant/Sub-Contractor CANNOT be the Primary Point of Contract (POC), as the Representative of the Sub-Recipient (POC) responsible for the administration of the Agreement. **This must be an employee of the municipality**. Could ONLY be an alternate, with the limitation of not having signature or requesting change authority.

If the POC has changed, or you anticipate it changing in the future, please provide to your project manager an update form with that information AS SOON AS POSSIBLE. We also recommend designating an alternate POC if you may be out or unavailable and/or an emergency or non-compliancy issue may arise.

Guidance for Completing the Point of Contact form

1. **Project #**: Enter the FEMA project number (one project per form)
2. **Updated date**: Enter the date the change in POC or date effective
3. **Project Title:** Enter the title of the project
4. **New Primary Point of Contact:** *must be an employee of the awarded municipality Sub-Recipient, and active in the managing the project.*
   a. Enter all the information for the new primary POC – Name and Title, Address, Work Phone #, Mobile #, Email Address and signature

Alternate Point of Contact(s) *Recommend that an Alternate POC, with similar experience to be able to fill in when the Primary POC is unavailable.*

5. **1st Alternate Point of Contact:** *employee of the awarded municipality (SR Employee) or Contractor, or Consultant*
   a. Enter all the information for the Alternate POC – Name and Title, Company, Address, Work Phone #, Mobile #, Email Address and list of restrictions.
6. **2nd Alternate Point of Contact:** If applicable – *employee of the awarded municipality (SR Employee) or Contractor, or Consultant*
   a. Enter all the information for the alternate POC – Name and Title, Company, Address, Work Phone #, Mobile #, Email Address and list of restrictions.

AUTHORIZED AGENT *(or current POC listed in the executed contract as the representative)*

7. Enter all the information for the approved Authorizing Agent – Name and Title, Address, Work Phone #, Mobile #, Email Address and signature

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: 5/26/26

RETURN TO: Conner Updike DIVISION: Roads & Drainage (TR02)

BOARD AGENDA DATE: 6/16/26 COUNTY MANAGER ITEM: ☐

PROJECT: Lake Bonny Hazard Grant Mitigation Application Forms

CSA/CONTRACT NUMBER: _____

MODIFICATION NUMBER: _____ CHANGE ORDER NUMBER: _____

TYPE OF AGREEMENT: Grant Application with Emergency Managments

NAME OF CONSULTANT/CONTRACTOR: NA

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL: Review FDEM Forms to be signed by Chairperson

Reviewed as to form and legal sufficienc
Heather Bryan 5/28/26
County Attorney's Office Date

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

County Attorn...

For CAO Use Only:

Assigned Staff: Heather Log-In Date: MAY 28 2026

CAO Project Number: 2026-363 Log-Out Date: 5-28-26

Agenda Item R.33. 6/16/2026

SUBJECT

Request Board approve agreements with CrowderGulf Joint Venture, Inc. as the primary and Looks Great Services of MS, Inc. as the secondary for debris removal services. (No fiscal impact until a disaster event)

DESCRIPTION

Roads and Drainage requested Procurement to solicit proposals for the purpose of disaster debris clean-up and other related services resulting from, but not limited to, catastrophic events such as tornadoes and hurricanes. Services include but are not limited to collecting and removing debris from the public rights-of-way, roads, both public and private as directed by the County; demolition and removal of condemned structures and buildings that pose a threat to public safety and resulting from the disaster event; processing debris including sorting, grinding, mulching, and burning; and disposing of debris at designated sites within Polk County; establishing and operating temporary debris staging and processing sites; collecting and disposing of hazardous waste, biohazardous waste and dead animals.

Request for Proposal (RFP) 26-011, Disaster Debris Removal Services was issued and thirteen vendors submitted proposals. On April 21, 2026, the Board authorized staff to enter into contract negotiations with proposers, starting with the highest-ranked proposer CrowderGulf Joint Venture, Inc. as the primary, AshBritt, Inc. as the secondary and Looks Great Services of MS, Inc. as the tertiary.

AshBritt, Inc. declined the opportunity to enter into a secondary agreement. As a result, Looks Great Services of MS, Inc. will be designated as the secondary.

These agreements will be in place for 5 years.

RECOMMENDATION

Request Board approve agreements with CrowderGulf Joint Venture, Inc. as the primary and Looks Great Services of MS, Inc. as the secondary regarding RFP 26-011, Disaster Debris Removal Services.

FISCAL IMPACT

Funding for these services will initially be borne by Polk County, yet all costs incurred are anticipated to be reimbursed by FEMA.

CONTACT INFORMATION

Tabatha Shirah

Senior Procurement Analyst

Procurement

(863) 534-5935

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

DISASTER DEBRIS REMOVAL SERVICES AGREEMENT (PRIMARY)

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, 330 W. Church Street, Bartow, Florida, 33830, and Crowder-Gulf Joint Venture, Inc. (the "Contractor"), a Florida corporation, whose principal address is 5629 Commerce Blvd E, Mobile, Alabama 36619 and whose Federal Employer Identification Number is 01-0626019.

WHEREAS, the Contractor has considerable expertise in disaster debris removal services; and

WHEREAS, the County desires to retain the services of a competent and qualified Contractor to provide disaster debris removal services; and

WHEREAS, the County has solicited for these Contractor services via an advertised request for proposals ("RFP 26-011") and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the County intends to engage the Contractor to provide it the disaster debris removal services; and

WHEREAS, the Contractor remains agreeable to providing the County the Contractor services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein.

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

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the Chairman, Board of County Commissioners.

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date, unless otherwise sooner terminated as provided herein.

2.0 Contractor Services

2.1 The County does hereby retain the Contractor to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request for Proposals RFP #26-011, to include all attachments and addenda, and (ii) the Contractor's responsive proposal thereto (collectively, (i) and (ii) are "RFP 26-011"), all of which are incorporated into this Agreement by this reference. A complete copy of the Scope of Services

section of RFP 26-011 and the Contractor's responsive proposal is attached as a composite **Exhibit "A"** and made a part of this Agreement.

2.2 Contractor shall perform the services described in the Scope of Services section of RFP 26-011, as those Services may be further specifically designated and authorized by the County in a separate written Conditional Notice to Proceed the County will deliver to the Contractor prior to the Contractor's commencement of the Services required in association with the County's clean-up and recovery from a particular disaster or emergency event. The form for the Conditional Notice to Proceed shall be substantially in the form provided on **Exhibit "E"** which is attached hereto and made a part of this Agreement.

2.3 The County will contact and coordinate with the Contractor prior to issuing a Notice to Proceed for a disaster or emergency event. The Contractor will provide the name(s) of the supervisor(s)\liaison officer who will be primarily responsible for the Contractor providing the required Services. Additionally, before the Notice-To-Proceed is issued the Contractor will deliver to the County a performance bond in the form provided on **Exhibit "D"** which is attached hereto and made a part hereof in an amount to be reasonably determined by the County but which will not be less than $1,000,000.00. The actual bond amount will be determined based upon the estimated costs of the Services required as a consequence of the particular disaster or emergency event.

2.4 Contractor acknowledges that the County has engaged a secondary vendor to provide the Services described in RFP 26-011 should the County determine in its sole and absolute discretion that the Contractor may, is or will be unable to perform the full scope of work of a particular project within the time period the County requires all such work to be completed, and nothing stated herein provides the Contractor with the exclusive right to perform the Services.

3.0 Compensation

3.1 General

3.1.1 In consideration for it providing the Services, during the Agreement Term the County shall pay the Contractor a unit price that shall not exceed the amounts stated in **Exhibit "B"**, which is attached hereto and made a part of this Agreement. The Compensation Schedule identifies all items to perform billable services pursuant to this Agreement and the associated amount the County will pay the Contractor for Services performed by those items. The

County is not obligated to pay the Contractor a fee for any work performed or Services provided by items not listed on the Compensation Schedule. The unit prices may be increased by the Procurement Director following the one year anniversary of the Effective Date, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director. Equipment rates and hourly labor rates will be reimbursed at those rates approved by the Federal Emergency Management Agency ("FEMA") for any given year. No Board action will be necessary for unit price increase.

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

3.1.3 The Contractor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Roads and Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880
Attn:

3.1.4 The Contractor will clearly state "Final Invoice" on the Contractor's final/last billing for the Services rendered to the County. The Contractor'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 Contractor hereby waives any charges not properly included on its Final Invoice.

3.1.5 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Contractor's performance of the Service or the County's acceptance of any work.

3.1.6 All Contractor's invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional supporting documents may be requested by the County and, if so requested, shall be furnished by the Contractor to the County Auditor's satisfaction.

3.1.7 The Contractor's project manager or designated payroll officer is attesting to the correctness and accuracy of all charges and requested reimbursements stated in each invoice.

3.2 Reimbursable Expenses

3.2.1 The Contractor's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached as **Exhibit "C"** and made a part of this Agreement. The Contractor's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. To qualify for reimbursement, the Contractor's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the Contractor providing the Services.

4.0 Contractor's Responsibilities

4.1 The Contractor shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

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

5.0 Ownership of Documents

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

6.0 Termination

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

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

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

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

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

7.0 No Contingent Fees

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

8.0 Assignment

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

9.0 Professional Associates and Subcontractors

If the Contractor requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Contractor must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Contractor utilizes any professional associates or subcontractors in the delivery of the Services, then the Contractor shall remain solely and fully liable to the County for

the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Contractor shall not relieve the Contractor of its obligations to the County under this Agreement.

10.0 Indemnification of County

Contractor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited to, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Contractor to comply with applicable laws, rules or regulations, (ii) the breach by Contractor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Contractor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates, subcontractors, agents, and employees; provided, however, that Contractor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The provisions of this Section 10.0 shall survive the expiration or earlier termination of this Agreement.

11.0 Insurance Requirements

The Contractor 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 Contractor 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

Contractor'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 Contractor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Contractor suspend Contractor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Contractor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $2,000,000.00 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. $4,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

> Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the 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 Contractor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Pollution Liability Insurance: $1,000,000 including pollution due to automobile operations.

Employer's Liability. $1,000,000.

12.0 Public Entity Crimes

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

13.0 Non-Discrimination

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

14.0 Designation of Party Representatives

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

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

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

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

17.0 Independent Contractor

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

18.0 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 LIASON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7670

EMAIL: RMCO@POLKFL.GOV

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

21.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place

for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Roads & Drainage Division
3000 Sheffield Road
Winter Haven, Florida 33880
Attention: Division Director

For Contractor: Crowder-Gulf Joint Venture, Inc.
5629 Commerce Blvd E
Mobile, Alabama 36619
Attention: Ashley Ramsay-Naile, President

22.0 Severability

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

23.0 Annual Appropriations

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

24.0 Unauthorized Alien(s)

The Contractor 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 Contractor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

25.0 Contractor Representations

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

25.1.1 Contractor is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Contractor has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Contractor shall, at no additional cost to the County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Contractor is authorized to do so.

26.0 Default and Remedy

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

B. Certain Material Defaults. Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

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

29.0 Attorneys' Fees and Costs

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

30.0 Force Majeure

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

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

31.0 Key Personnel

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

Name: Ashely Ramsay-Naile

Name: Reid Loper

Name: Jacob "Matt" Tate

Name: Wes Naile

Name: Wilber Ledet

Name: Wesley Naile

Name: Drew Sprinkle

Name: Nick Pratt

Name: Jeff Zemlik

Name: Gina Walley

Name: Don Madio

Name: Joe Hayes

Name: Matt Lucas

Name: Jesus Carretie

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Contractor hereby certifies to the County that the Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is 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, 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 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 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 Contractor hereby acknowledges that it 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.

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 Contractor 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 Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Contractor 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 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 Agreement are greater than or equal to One Million Dollars ($1,000,000).

33.0 No Construction Against Drafter

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

34.0 Federal Provisions

The Supplemental Conditions – Federal Clauses set forth in the RFP 26-011, attached here to as Exhibit Ai, are hereby fully incorporated by this specific reference, as if set forth in the body of this Agreement.

35.0 Breach During Emergency Recovery Period.

Pursuant to section 252.505, Florida Statutes, in the event this Agreement concerns goods or services related to a natural emergency, Vendor agrees that if Vendor breaches this Agreement during the Emergency Recovery Period, then the County shall be entitled to (a) a payment of $5000, and (b) recovery of damages, which may take the form of actual and consequential damages or liquidated damages. The term "Emergency Recovery Period" means a one-year period that begins on the date the Governor of Florida initially declared a state of emergency for a natural emergency.

36.0 Conditional Notice to Proceed Minimum Amount.

As a condition precedent to the issuance of any Notice-To-Proceed, Vendor shall furnish to County a performance bond in a minimum amount of One Million Dollars ($1,000,000.00) in a form reasonably acceptable to the County. County retains the right to require a higher initial performance bond for any reason deemed necessary to the County. The parties acknowledge the services required in response to an emergency cannot fully be determined in advance. Therefore, upon the occurrence of such an emergency event, County shall determine the actual amount of the performance bond and adjust the required amount from the Vendor accordingly. Vendor's failure to provide the initial performance bond or the adjusted performance bond shall constitute a

material breach of the obligations under this Agreement and shall provide the County with the right to withhold the Notice to Proceed, suspend Services, procure substitute Services, and exercise any right or remedy provided under this Agreement or applicable law.

37.0 Future Debris Management Contractual Obligations.

Vendor shall provide County with priority status in response Services to be performed under this Agreement. During activation, resources will not be diverted away from the County. Vendor acknowledges this priority, as well as responsiveness with personnel, material, equipment, and service delivery are all material under this Agreement. Accordingly, Vendor shall, within thirty (30) days of entering into a new debris management, emergency response, disaster recovery, or similar contractual obligation with other entity during the Term of this Agreement, provide County with written notice of such a contractual obligations and provide the County with reasonable assurances that the new obligations will not interfere with Vendor's performance of this Agreement, including County's priority status. In addition, Vendor shall, on June 1st of every year during the Term of this Agreement, provide County with a written letter identifying all new debris management, emergency response, disaster recovery, or similar contractual obligations entered into during the preceding twelve (12) months. Along with the names of all the new obligations, the letter will include assurances that the obligations will not interfere with Vendor's performance of this Agreement, including County's priority status. Vendor's failure to provide a timely disclosure shall constitute a material breach of this Agreement.

38.0 Project Manager Assignment.

Vendor shall designate a Project Manager to be the key personnel to this Agreement. The Project Manager shall be an individual capable of committing Vendor resources including, without limitation, equipment, personnel, subcontractors, and financial expenditures, without seeking off-site corporate approval. The Vendor shall provide written certification the Project Manager is not committed to another debris management agreement during the Term of this Agreement.

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

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

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date Signed By Chair _____

Polk County, a political subdivision of the State of Florida

By: _____
Martha Santiago, Ed., D, Chair
Board of County Commissioners

Reviewed as to form and legal sufficiency:

Nora Mae 6/3/2026
County Attorney's Office Date

ATTEST:

By: Wesley Naile
Wesley Naile
PRINT NAME

Pre-Event Services Director
TITLE

Date: 06-04-26

Crowder-Gulf Joint Venture, Inc.
a Florida corporation

By: Ashley Ramsay-Naile
Ashley Ramsay-Naile
PRINT NAME

President
TITLE

CROWDERGULF JOINT VENTURE, INC. CORPORATE SEAL SEAL 2002 FLORIDA

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF ALABAMA County OF MOBILE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this June 04, 2026 (Date) by Ashley Ramsay-Naile (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 [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 June 04, 2026 (Date)

Mary Challeil Turner (Official Notary Signature and Notary Seal)

Mary Challeil Turner (Name of Notary typed, printed or stamped)

Commission Number — Commission Expiration Date 12/09/2028

MARY CHALLEIL TURNER
Notary Public, Alabama State At Large
My Commission Expires 12/09/2028

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 26-011

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

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

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

Company Name: CrowderGulf Joint Venture, Inc.

Signature: Ashley Ramsay-Naile

Title: President

Date: 06-04-26

State of: Alabama

County of: Mobile

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 04 day of June, 2026 by Ashley Ramsay-Naile (*name*) as President (*title of officer*) of CrowderGulf Joint Venture, Inc. (*entity name*), on behalf of the company, who [x] is personally known to me or [ ] has produced _____ as identification.

Notary Public Signature: Mary Challeil Turner

Printed Name of Notary Public: Mary Challeil Turner

Notary Commission Number and Expiration: 12/09/2028

(AFFIX NOTARY SEAL)

MARY CHALLEIL TURNER
Notary Public, Alabama State At Large
My Commission Expires 12/09/2028

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 26-011

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 04 day of June, 2026

ATTEST:

By: Wesley Naile

Printed Name: Wesley Naile

Its: Pre-Event Services Director

CONTRACTOR:

By: Ashley Ramsay-Naile

Printed Name: Ashley Ramsay-Naile

Its: President

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 Ashley Ramsay-Naile, President (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

CrowderGulf Joint Venture, Inc.
NONGOVERNMENTAL ENTITY

Ashley Ramsay-Naile
SIGNATURE

Ashley Ramsay-Naile
PRINT NAME

President
TITLE

06-04-26
DATE



Detail by Entity Name

Florida Profit Corporation
CROWDER-GULF JOINT VENTURE, INC.

Filing Information

Document Number	P02000095020
FEI/EIN Number	01-0626019
Date Filed	09/03/2002
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	04/27/2020
Event Effective Date	NONE

Principal Address

5629 Commerce Blvd E
Mobile, AL 36619

Changed: 06/23/2020

Mailing Address

5629 Commerce Blvd E
Mobile, AL 36619

Changed: 06/23/2020

Registered Agent Name & Address

MADIO, DONALD
938 VALLEY VIEW CIRCLE
PALM HARBOR, FL 34684

Name Changed: 04/27/2020

Address Changed: 04/27/2020

Officer/Director Detail

Name & Address

Title President

RAMSAY-Naile, ASHLEY
5629 Commerce Blvd E
Mobile, AL 36619

Title Senior VP

Loper, Edward Reid
5629 Commerce Blvd E
Mobile, AL 36619

Title CFO

Dees, Anthony
5629 Commerce Blvd E
Mobile, AL 36619

Annual Reports

Report Year	Filed Date
2024	01/10/2024
2025	01/09/2025
2026	02/09/2026

Document Images

02/09/2026 -- ANNUAL REPORT	View image in PDF format
01/09/2025 -- ANNUAL REPORT	View image in PDF format
01/10/2024 -- ANNUAL REPORT	View image in PDF format
01/30/2023 -- ANNUAL REPORT	View image in PDF format
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04/15/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
02/03/2021 -- ANNUAL REPORT	View image in PDF format
06/23/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
04/27/2020 -- Amendment	View image in PDF format
01/21/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
03/20/2017 -- ANNUAL REPORT	View image in PDF format
02/11/2016 -- ANNUAL REPORT	View image in PDF format
01/09/2015 -- ANNUAL REPORT	View image in PDF format
04/08/2014 -- ANNUAL REPORT	View image in PDF format
01/08/2013 -- ANNUAL REPORT	View image in PDF format
03/12/2012 -- ANNUAL REPORT	View image in PDF format
04/12/2011 -- ANNUAL REPORT	View image in PDF format
03/01/2010 -- ANNUAL REPORT	View image in PDF format
04/15/2009 -- ANNUAL REPORT	View image in PDF format
02/13/2008 -- ANNUAL REPORT	View image in PDF format
03/20/2007 -- ANNUAL REPORT	View image in PDF format
04/17/2006 -- ANNUAL REPORT	View image in PDF format
04/29/2005 -- ANNUAL REPORT	View image in PDF format
04/30/2004 -- ANNUAL REPORT	View image in PDF format
03/07/2003 -- ANNUAL REPORT	View image in PDF format
09/03/2002 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

EXHIBIT Ai

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from vendors that are interested in providing debris removal services as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 26-011, Disaster Debris Removal Services

Description: Provide disaster debris clean-up and other related services resulting from, but not limited to, catastrophic events such as tornadoes and hurricanes

Receiving Period: Prior to 2:00 p.m., Wednesday, December 31, 2025

Bid Opening: Wednesday, December 31, 2025, at 2:00 p.m. or as soon as possible thereafter.

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

Special Instructions:

Questions regarding this RFP must be in writing and must be sent to Ken Brush Procurement Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. All questions must be received by Monday, December 15, 2025, 4:00 p.m.

RFP REGISTRATION

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

RFP Number: 26-011

RFP Title: Disaster Debris Removal Services

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

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a "sealed" parcel or electronically through Polk County's secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled "RFP #26-011, Disaster Debris Removal Services" and marked with the proposer's name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division

330 West Church Street, Room 150

Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	26-011
RFP Title	Disaster Debris Removal Services
Due Date/Time:	December 31, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

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

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email kenbrush@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 26-011 Tab 1"

"RFP 26-011 Tab 2"

"RFP 26-011 Tab 3"

"RFP 26-011 Tab 4"

"RFP 26-011 Tab 5"

"RFP 26-011 Tab 6"

"RFP 26-011 Tab 7"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHqioE. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 26-011
Disaster Debris Removal Services

Sealed proposals will be received in the Procurement Division, Wednesday, December 31, 2025, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at https://www.polk-county.net/business/procurement/. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Ken Brush, Procurement Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. **All questions must be received by Monday, December 15, 2025, 4:00 p.m.**

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

Introduction/Background

Polk County, a political subdivision of the State of Florida, is soliciting proposals from qualified firms to provide disaster debris clean-up and other related services.

Award of this RFP may be made to up to three (3) Contractors and will be used when the magnitude of an emergency is such that the County is not able to manage with their own resources. Contractors shall be identified as the primary, secondary, and tertiary awardee based on order of final ranking. The area given to any one contractor will depend on the magnitude of the emergency.

The primary vendor will be contracted to provide the services needed. If the primary vendor is not available, or fails to respond within 24 hours, the County will then contact the secondary vendor. If the secondary vendor is not available or fails to respond within 24 hours, the County will then contact the tertiary vendor.

There are other public agencies within Polk County that may wish to use the provisions of this RFP. Attachment A should be signed and included with your submittal. Please refer to submittal criteria for further detail.

SPECIFICATIONS

PURPOSE

The purpose of these specifications is to describe the requirements of the County relative to the Disaster Debris Removal Services sought by the County in the removal of debris resulting from, but not limited to, catastrophic events such as tornadoes and hurricanes. The resulting contract would potentially be invoked for County, State, and Federally declared disaster events. Services may include: collecting and removing debris including the clearing and removal of debris from the public right-of-way, streets and roads, either public or private as directed by the client; demolition and removal of condemned structures and buildings that pose a threat to public safety and resulting from the disaster event; processing debris including sorting, grinding, mulching, and burning; and disposing of debris at designated sites within Polk County; establishing and operating temporary debris staging and processing sites; collecting and disposing of hazardous waste, biohazardous waste and dead animals.

GENERAL REQUIREMENTS

The Contractor(s) shall furnish all necessary personnel, materials, equipment, labor, supervision, facilities, and shall otherwise provide all services necessary for, or incidental to, the performance of all work as defined in these specifications.

It is the sole responsibility of the Contractor(s) to ensure that, should Subcontractor(s) be utilized by the Contractor for any portion of the work, these Subcontractor(s) shall meet or exceed the same requirements instituted for the Contractor pertaining to this contract.

The Contractor(s) shall notify the County within (24) twenty four hours of notice of any legal or regulatory actions, or any Notices of Violation taken against the Contractor(s) or Subcontractor(s) utilized within the scope of this contract.

Upon receipt of the Notice of Violation or Warning Notice or upon notification or request from the County, the Contractor shall immediately prepare their response or draft a County response to the notice and begin corrective action against any non-complying condition. Failure by the Contractor to take corrective action which is required by law or the Contract Documents shall result in the County taking whatever measures are necessary to correct the condition and deducting the cost of such corrective action from the Contractor's Operating Fee Payment. The Contractor will be responsible for any fines resulting from any violations of Federal, State, or local laws or regulations.

Permits and licenses of a temporary nature necessary for the completion of contracted Services shall be secured and paid for by the Contractor with the assistance of the County, unless otherwise stated in this RFP. The Contractor shall not be held responsible to secure permits and/or licenses when the requirements for same have been waived due to a declaration of an emergency or disaster.

Under the general oversight of the County, the Contractor will supervise and direct all work, workers, and equipment. The Contractor is solely responsible for the means, methods, techniques, sequences, safety program, and procedures utilized. The Contractor will employ and maintain on the work site a qualified and accessible supervisor(s) on the work site(s) and provide the County a liaison officer, as directed. At least one accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Contractor and all communications given to the supervisor or liaison officer in writing by the County's Authorized Representative shall be as binding as if given to the Contractor.

The name(s) of the supervisor(s)\liaison officer will be supplied to the County for each issuance of an event Notice-To-Proceed. Additionally, a performance bond for the minimum amount of $1,000,000 will be required before the Notice-To-Proceed is issued. The actual amount will be determined at the time of the event, and an adjusted performance bond will need to be obtained for the estimated total amount. Please see (Attachments D & E)

The Contractor shall have the ability to guarantee operations and pay vendors and sub-contractor(s) for 60 days prior to receiving payments from the County.

Retainage in the amount of ten percent (10%) will be withheld until all work has been completed and has been approved by the County.

The Contractor shall participate in an annual on-sight pre-coordination meeting as directed by the County at no additional cost to the County.

The Contractor shall, to the extent practical, give priority to utilizing resources in Polk County and the surrounding area, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workers.

The Contractor shall make daily reports to the County to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, detailing the street names, and address blocks where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced, and disposed. The Contractor shall also provide other operational and complaint tracking reports as requested by the County.

The Contractor shall disclose future debris management contractual obligations and provide reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under the contract resulting from this RFP. Such disclosure shall be provided to the County within 30 days of entering into said contractual obligation.

The Contractor's response shall meet the following minimum standards:

- Following a notice to mobilize, the ability to provide an advance team to the County Emergency Operations Center prior to hurricane landfall;
- Ability to marshal/stage personnel and equipment for rapid deployment into the County while protecting those assets from damage/destruction from the event;
- Ability to be fully operational for clearing debris to open emergency routes within 24 hours of initial notice to proceed;
- Ability to be fully operational for hauling, sorting, and storing of debris within 48 hours of initial notice to proceed;
- Ability to be fully operational for the reduction and disposal of debris within 72 hours of initial notice to proceed;
- Ability to maintain full operational capability, 12 hours per day, 7 days per week for an extended period;
- Ability to rapidly adjust the flow of resources based on the extent and magnitude of damage/debris.

Additionally, the Contractor's response shall meet the following minimum standards:

- Ability to clear all debris from all County maintained street, road, and highway within 45 days from initial event notice to proceed (First Push);

- Ability to remove (haul) all debris from all County maintained street, road and highway rights of way within 90 days from initial event notice to proceed;
- Ability to complete the entire debris management process from initial clearance through final disposal within 180 days from initial event notice to proceed.
- Due to the nature of the emergency and circumstances that may inhibit compliance with the times specified above, a reasonable adjustment to the completion dates may be made by mutual agreement between the Contractor and the County.
- Fiscal capability to maintain operations for 60 days following the initial notice to proceed.

SCOPE OF SERVICES

It is the intent of this scope for the Contractor to remove, as quickly as possible, all hazards to life and property resulting from the occurrence of a catastrophic or disastrous event in the County. Clean up, demolition, and removal will be task order (notice-to-proceed) specific and limited to "Eligible Debris." The term "Eligible Debris" shall be defined by the County as (1) that debris which the County determines must be removed to eliminate immediate threats to life, public health, and safety; (2) that debris which the County determines must be removed to eliminate immediate threats of significant damage to improved public or private property; (3) that debris which the County determines must be removed to ensure economic recovery of the affected community, and; (4) as defined under Stafford Act, 44 CFR, PA Guide FEMA 322, Policy Digest FEMA 321, Debris Management Guide FEMA 325, FEMA Policy 9523.4.

Specifically, the Scope of Services will include the following items:

ELIGIBLE DEBRIS REMOVAL

1. Emergency Road Clearance

   The Contractor shall accomplish the cutting, tossing, and/or pushing of Eligible Debris from the primary transportation routes as identified by and directed by the County. This operational aspect of the scope of services shall be for the first 70 (plus or minus) hours after an event.

2. Eligible Debris Removal from Public Rights-of-Way

   As identified by and directed by the County, the Contractor shall accomplish the pick-up and hauling of all Eligible Debris to the designated Temporary Debris Staging and Reduction Sites (individually or collectively, the "TDSRS) from public rights-of-way, or private roads, and shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements. The Contractor shall segregate all debris to the extent practical. Clean woody debris, and other natural materials that can

be chipped, mulched, burned, and disposed of in some other similar manner shall be collected and handled separately from other debris.

3. Demolition of Structures, Debris Removal from Private Property (Right-of Entry Program) and Publicly Owned Property (other than Rights-of-Way)

Should an imminent threat to life, safety, and health to the general public be present on private property or publicly owned property as referenced above, the Contractor as identified to and directed by the County, will accomplish the demolition of structures and the removal and relocation of the designated Eligible Debris to the public rights-of-way. This service shall commence upon receipt by the Contractor from the County the completed right of entry forms, hold harmless agreements, the non-duplication of benefits agreements, an address specific task order, and the physical marking of each structure by the County. This scope of service includes the demolition of structures and the transportation of residual debris to a TDSRS or final disposal site. All identified hazardous waste (to include any hazardous materials) shall be delivered directly to an approved DEP site and other environmental agencies. No hazardous waste shall be housed at any TDSRS. The County has determined that it is in the best interest of the health and safety of its citizens to limit the disposal of hazardous waste to the NCLP. The Contractor shall maintain all debris work sites to appropriate use standards, safety standards, and regulatory requirements.

4. Hazardous Stumps (Removal, Back-fill, Haul)

As identified and directed by the County, the Contractor shall remove all hazardous stumps, as identified by the County, haul each stump to a TDSRS, and backfill each stump hole with compatible material as determined by the County and the Contractor. Each stump shall be inspected by the County and Contractor inspectors and documented as to the appropriate category of size for invoicing. The size of stumps will be calculated by measuring the circumference of the stump at a point two (2) feet above the highest intersecting root from the root ball and then dividing by 3.14 to the 3rd digit, or other method approved by the County and FEMA.

Stumps will be removed if it is in the right-of-way and is 50% uprooted. If removal of the stump creates a hole, the Contractor will back fill the hole. All stumps will be photographed and located on GPS. Stumps removed from right-of-way will be billed out on a "per each" basis. Any stump brought to the curb by a landowner will be hauled and billed on a "per cubic yard" basis.

The removal of hazardous stumps 24 inches and smaller in diameter will be treated as normal debris and paid based on the FEMA stump Conversion Table (see Attachment "C" FEMA DAP9523.11)

All work performed under this section must adhere to requirements noted in 44 Code of Federal Regulations (CFR).

5. Leaning Trees / Hanging Limbs (Trimming, cutting, felling)

As directed by the County, the Contractor shall remove hazardous leaning trees and hanging limbs that pose a threat to life, public health, safety, and/or improved public property. Hazardous trees will be measured at 4.5 feet above the ground and hazardous hangers will be measured at the point of breakage. The removal of hazardous hangers will be compensated on a per tree rate and all hazardous hangers in a tree must be removed by the Contractor.

Each tree and limb shall then be placed in safest location along the right-of-way where the debris resulting from this scope of services shall be removed utilizing the scope of services Item 2: Debris Removal from Public Rights-of-Way or private roads.

6. Temporary Debris Staging and Reduction Sites (TDSRS)

Immediately after execution of the Disaster Debris Removal Services contract, the Contractor and the County will jointly develop a list of the alternative temporary sites for debris management. The parties shall annually thereafter review and confirm the acceptable locations stated on the resulting TDSRS list. The Contractor will be responsible for collecting and testing appropriate environmental samples prior to beginning operations at each TDSRS location. The Contractor will thoroughly video tape and/or photograph each TDSRS site before any debris management activities begin, and will thereafter periodically update video and photographic documentation to track site evolution.

The Contractor will operate and manage each TDSRS to accept and process all Eligible Debris. The Contractor shall be responsible for any land lease obligations that arise in relation to a TDSRS. The Contractor shall be responsible for any and all necessary site preparation, to include but not limited, to the following: any site work and materials necessary to build and maintain stabilized roads for ingress or egress, or any roads throughout the site; the construction of a roofed inspection tower sufficient for a minimum of three (3) inspectors; any environmental requirements including, but not be limited, to wind-born debris control fencing, silt fencing, or water retention berms; the construction of an area for an office trailer and parking; and any other items necessary for site operations and management. The Contractor shall provide and maintain portable and sanitary facilities and fresh water at each TDSRS Inspection Station.

All hazardous waste shall be delivered directly to a site approved by DEP and other environmental agencies. It shall be the contractor's responsibility to remove all hazardous waste and materials within 24 hours of delivery.

The inspection of every load, in and out, is further defined in the "Other Operational Considerations" section below. Processing may include, but is not limited, to reduction by tub grinding, incineration when approved, or other alternate methods of reduction such as compaction. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods, and hazardous wastes. The Contractor shall be responsible for the transporting and removing of all materials not requiring landfilling. All debris requiring landfilling shall be transported to the designated landfill facility, unless otherwise directed by the County. The Contractor shall provide the necessary equipment at the landfill site or otherwise assist with any off-loading of debris.

All processing activities shall be conducted in compliance with all federal, state, and local rules and regulations. It shall be the responsibility of the Contractor to obtain and pay for all permits required to construct, operate, maintain, close, and reclaim the TDSRS debris-processing sites. The Contractor shall maintain each TDSRS site in accordance with all local, state, and federal rules and regulations including at a minimum, erosion control, stormwater management, and fire control, rodent and insect control, animal control in general, noise abatement, odor control, and other site management and site maintenance. The Contractor shall provide stabilized ingress and egress to each debris-processing site and shall maintain such access throughout the life of the site.

The Contractor shall not transport hazardous waste or any hazardous materials to a TDSRS or to any other sites that are not specifically authorized to accept such waste or materials. The Contractor shall be responsible for proper handling and storage of any hazardous waste or hazardous materials brought to the TDSRS. The Contractor shall designate a suitable area at each TDSRS to accommodate all hazardous waste or hazardous materials that the Contractor or a third party may inadvertently bring to a TDSRS. The designated area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage.

The Contractor shall conduct all required testing at the TDSRS, as required by Federal, State, and Local laws, standards, regulations, and operating permits. All guidelines in the latest edition of FEMA's Public Assistance Debris Management Guidelines shall be followed and complied with in the establishment, operation of, and closing of the TDSRS.

The Contractor shall ensure that TDSRS site reclamation shall be accomplished in accordance with all Federal, State, and Local laws, standards, and regulations. The Contractor shall restore the TDSRS to its pre-use condition which may require, among other matters removal of all remaining equipment and debris, grading the site to historical conditions, seeding and mulching of the exposed areas, and performing other work the County deems necessary to restore the site to such condition.

The Contractor's liability to the County for any environmental contamination of the TDSRS (to include adversely affected surrounding areas) shall remain in place after all TDSRS site reclamation services have been completed. The Contractor shall be liable and shall remain liable for any required clean up and necessary remediation of the TDSRS and adversely affected surrounding areas after the expiration or early termination of the Disaster Debris Removal Services contract with the County.

If it becomes necessary to have scales at the TDSRS, the Contractor's reasonable costs to obtain the required scales will be a reimbursable expense.

7. Disaster Event Generated Hazardous Wastes Abatement

The Contractor shall abate all hazardous waste (to include any hazardous materials) identified by the County in accordance with all applicable Federal, State, and Local laws, standards, and regulations to include, but not be limited to, 29 CFR 1910.120, 40 CFR 311, and 49 CFR 100-199.

8. Disaster Event Generated Biohazardous Wastes Abatement

The Contractor shall abate all biohazardous waste identified by the County in accordance with all applicable Federal, State, and Local laws, standards, and regulations.

9. Dead Animal Collection, Transportation, and Disposal

The Contractor shall collect, transport, and dispose of dead livestock, poultry, and large animals (deer, wild pigs, exotic species, etc.). Disposal will be accomplished in any permissible manner consistent with Federal, State, and County laws, rules, and regulations. The collection, transportation, and disposal of small domestic pets are the responsibility of the County.

10. Electronic Communications

The Contractor shall provide the County, in the event that normal communication (power, telephone, radio, cell phones, etc.) is unavailable, with SAT-COM (Satellite radio's, telephones, etc.) or a reliable electronic system of communication as follows:

1 (one) each with Contractor representative
1 (one) per crew
1 (one) at each disposal site

OTHER OPERATIONAL CONSIDERATIONS

1. Documentation and Inspections

All storm debris shall be subject to inspection by the County or any Public Authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, state, and Federal laws. The Contractor will, at all times, provide the County access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work and materials. The Contractor and the County or County's Representative will each have personnel in place at each TDSRS to verify the contents (cubic yards or tons) of the vehicles entering the TDSRS. Records will be maintained via load tickets of every vehicle entering the TDSRS, its cubic yardage or tonnage and verification of the vehicle leaving the TDSRS to ensure that it is in fact empty. The Contractor and the County will monitor the material to determine that it in fact consists of Eligible Debris. The Contractor and the County will have personnel in place at the pick up site to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use, the Contractor and the County will establish and record the certified cubic yards capacity and will inspect each haul truck. The Contractor will include and provide disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable. The Contractor will assist the County in preparation of Federal (FEMA, FHWA, etc.) and State reports for any potential reimbursement through the training of County employees and the review of documentation prior to submittal. The Contractor will work closely with the Florida Division of Emergency Management, FEMA, FHWA, the County's designated Debris Monitoring Contractor, and other applicable State and Federal Agencies to insure that eligible debris collection and data documenting same appropriately addresses concerns of the likely reimbursement agencies. The Contractor will be required to digitally GPS document each load received at each TDSRS or to be taken to a disposition site which will result in a claim for reimbursement or payment. The digital GPS documentation will be

performed to clearly show the transport vehicles identification number and the contents of the vehicle.

2. Priority of Work Areas

The County will establish in advance the priority of and shall approve each work area in which the Contractor will be allowed to work. Daily and/or weekly communication will be held to determine approved work areas. The Contractor shall remove all Eligible Debris from the approved work areas and shall leave the areas from which the Eligible Debris is removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery, and general laborers used by the Contractor. Determination of when a work area is in a clean and neat condition will be at the reasonable judgment of the County.

3. Working Hours

All activity associated with gathering and loading of Eligible Debris shall be performed during visible daylight hours only. Hauling of Eligible Debris to a TDSRS will only be allowed during visible daylight hours between dawn and dusk. The Contractor may work during these hours seven (7) days per week including holidays. It is understood between the parties that at each TDSRS debris reduction may occur twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary and safe. Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

4. Debris Disposal

The Contractor shall process, recycle, and dispose of all Eligible Debris, reduced Eligible Debris, ash residue, and other products of the debris management process in accordance with all applicable Federal, State, and local laws, standards, and regulations. Final disposition locations shall be at the discretion of the Contractor with prior acceptance by the County, except for those materials to be landfilled as determined by the County. Debris to be landfilled will be at the County's designated landfill facility or as directed by the County. The Contractor and County inspectors assigned to the disposition process shall maintain disposition and disposal records and documentation. Documentation shall be quantified in Cubic Yards, tons, or quantity. The Contractor must provide five part load tickets or approved electronic documentation.

5. White Goods

The Contractor may expect to encounter "white goods" available for disposal. For purposes of the contract "white goods" will be those goods

that constitute "household appliances" as defined in the Florida Administrative Code. The Contractor shall dispose of all white goods encountered in accordance with applicable Federal, State, and local laws.

Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the Contractor in accordance to applicable regulatory requirements. There is no additional payment made for handling of white goods, as this cost of work is included in the cubic yard unit price for debris removal.

6. Multiple Scheduled Passes

The Contractor shall make multiple scheduled passes of each site, location, or area impacted by the disaster. This manner of debris removal is required to allow citizens and the County to return to their properties and bring debris to the right-of–way as recovery progresses. The number and schedule of passes shall be determined through County/Contractor consultation. It is the County's intent that the Contractor will make as many passes as the County may direct to complete the removal and lawful disposal of all natural disaster generated Eligible Debris.

7. Certification of Load Carrying Capacity

The Contractor shall submit to the County certification indicating the type of vehicle, make, model, license plate number, Contractor equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual physical measurement performed by the County. The reported maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. Vehicles shall be labeled with distinctive numbers for the County. Photo documentation will be required by the County.

All trucks and trailers utilized in hauling debris shall be provided with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and/or sides, and are constructed in a manner to withstand severe operating conditions. Once installed, all sideboards and extensions must remain in place throughout the operation, or the vehicle must be remeasured and remarked. All extensions to the bed are subject to acceptance or rejection by the County. The Contractor shall conform to the F.S. 316.520 which covers the tarping of loads. Damaged extensions are subject to immediate disqualification by authorized County personnel.

8. Traffic Control

The Contractor shall mitigate the impact of their operations on local traffic to the fullest extent practicable. The Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including each TDSRS. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all Federal, State, and local laws, regulations, and ordinances governing personnel, equipment, and workplace.

9. Recycled Materials Documentation

The Contractor shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, the location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. Contractor shall provide the value of the salvaged or recycled material back to the County as a reimbursement or credit so that the County can provide the reimbursement or credit back to FEMA, as required by FEMA. Value of the material will be defined as the value of the material as paid to the Contractor by the entity accepting the material for salvage or recycling.

10. Emergency Operations Center (EOC)

The Contractor shall be required to provide current/up-to-date field condition information to the County's EOC.

11. Contractor Required Submittals and Tasks with Timeframes from Contract NTP if Pre-Event Awarded Contract

Contractor site visit of County TDSRS	30 Days
Aerial Markups of TDSRS with Site Layouts	60 Days
Load Tickets with Use Procedure	30 Days
Contractor's Load Ticket Accounting Software	30 Days
Contractor Debris Separation Requirements/Procedures	30 Days

12. Pricing

Pricing within resulting contract may be used by any of the public agencies located within Polk County

Tipping fees should not be included as part of the unit price. Traditionally, tipping fees are separated from the operating fees and charged to the municipality at cost.

AGREEMENT

The term of this agreement will be for five (5) years. The Actual term will be negotiated as part of Elevation Level 4, Contract Negotiations.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

Tab 1, Introduction:

- Introduction letter describing your firm, experience, number of years in business, contact name, company address, phone number and email address of contact person. (One page, single or double sided)
- Attachment A – Understanding terms, conditions, and pricing may be used by any public agencies located within Polk County.

Tab 2, Financial Reports (Not Part of Scoring Criteria)

Provide the following information.

1. Financial Statements
    a. Audited financial statements for the last five years
    b. Audited financial statements of the applicant's parent company, if applicable, for the past five years.

c. Audited financial statements of any and all co-applicants partners for the past five years.
d. Interim quarterly financial statements to date subsequent to the last financial audit.
e. Securities and Exchange Commission (SEC) Reports (if publicly held corporation)
    - The most current 10K report
    - The most current 10Q report
f. Companies not publicly held corporations
    - Annual financial report
    - Quarterly financial report

2. Ratios
    a. Income statement and balance sheet ratios which are standard to the bidders industries
3. Corporate Structure
    a. Description of ownership/legal structure of applicant
    b. Description of ownership/legal structure of co-applicants partners/etc.
    c. Description of ownership/legal structure of parent corporation, if any
    d. Organization chart of applicant as it relates to parent corporation, holding company, co-applicants, subsidiary corporations and/or affiliated companies
4. Credit:
    a. List of all lines of credit
    b. Status of all lines of credit
5. Cash Flow Projections
    a. Provide detailed projections and assumptions of cash flows showing project revenues, operating and capital expenditures through the life of the contract of the corporation providing the goods/services to Polk County
6. Litigation:
    a. List of litigation, past, pending and threatened to applicant and relevant associated corporate entities
    b. Actual and/or potential financial impact

c. Indicate whether applicant has ever filed bankruptcy and describe the circumstances.

7. Debt Information:
    a. Covenant tests required in conjunction with existing loan agreement/s
    b. Certification from the company's chief financial officer that, as of the date of such certification, no events of default have occurred or are continuing under the terms of the company's outstanding debt
8. Other:
    a. The period of performance is for a five year term. The successful bidder understands and agrees to provide to the County the above listed documents, statements and reports on an annual basis. These documents, statements and report shall be provided within 90 days following the end of the bidder's fiscal year. The County reserves the right to request interim quarterly financial reports.

9. Details/exceptions pertaining to the above:

    a. Financial Statements:
        - The audited financial statements should be performed by a reputable firm of independent certified public accountants.
        - In situations where audited financial statements are precluded, the applicant must provide:
        - Unaudited financial statements for the last 5 years
        - Federal Tax returns for the last 5 years
        - Unaudited interim quarterly financial statements subsequent to the last fiscal year's unaudited statements
        - For situations where the applicant corporate entity and/or related parent company, co-applicant, etc. is less than 5 years old, provide the 1.a, b, c for all years of existence.
        - Will be evaluated for profitability in three of the applicant's last five years and demonstration of positive trend for the future.

b. SEC Reports
   - Not applicable for applicants that are not public corporations

c. Ratios:
   - Applies to all applicants. Industry standard ratios, where available, will be the basis for comparison. In situations where industry standard ratios are not available, the County will use appropriate ratios applicable to the vendor's financial strength relative to the type of work to be performed for the County.

d. Corporate Structure:
   - Applies to all applicants, from sole proprietorship to subchapter S corporations to public corporations.

e. Credit:
   - Applies to all applicants

f. Cash Flow Projections:
   - Applies to all applicants

g. Litigation:
   - Applies to all applicants

h. Debt Information
   - Applies to all applicants

Respondents are required to submit the company's past five years of audited financial statements to demonstrate their current financial condition and stability. The audited financial reports shall be submitted in a **separate envelope** and must be marked in the left hand corner on the outside of the envelope as follows:

Financial Statements
Disaster Debris Removal Services
RFP No. 26-011
Opening Date: Wednesday, December 31, 2025
Name & Address of Respondent:

Telephone Number of Respondent:

Pursuant to Chapter 119.071(1)(c) Florida Statutes, FS, financial information will be exempt from examination by anyone other than legally authorized Selection Committee members and government staff. The County will maintain the confidentiality of such financial data to the extent allowed by law.

A condition of any contract entered into between the County and an awarded Contractor will be that the Contractor shall provide on an annual basis copies of the Contractor's audited financial statements to demonstrate the Contractor's financial stability. Failure to provide such audited financial statements on an annual basis may result in the contract being terminated.

Letter from Contractor's bonding company listing the contractor's bonding limits. Include letter in envelope with financial statements.

It will be at the sole discretion of the County whether any information disclosed pursuant to this Tab 2, or otherwise discovered during the RFP process, may result in the non-selection of the Proposer, regardless of their scoring.

Tab 3, Compensation Schedule (5 Points)

The Respondent shall complete the compensation schedule included as Attachment B. The Contractor is to include all costs that the Contractor may anticipate incurring during the performance of the disaster recovery work as outlined on Attachment B. For items not listed, the County will only pay the FEMA rates.

The hourly rates for labor may be increased by the Procurement Director after the contract has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director or Designee. No Board action will be necessary for labor rate increases.

Proposers shall declare that, to the best of their knowledge and experience with Federal and State reimbursement procedures and requirements, that all proposed costs and payment methods are reasonable and customary for the service listed.

Tab 4, Experience (30 Points)

- Describe the firm's experience with providing similar size and scope of work as outlined in this RFP. (One page, single or double sided)
- Provide a minimum of three (3) and a maximum of five (5) projects performed within the past five (5) years for which your firm performed debris removal services. At least two (2) of the projects shall be from a disaster recovery project performed for a public or governmental agency. At least three (3) of the projects shall be for disaster recovery project performed as the lead Contractor. At least two (2) of the projects shall be for projects in excess of 250,000 cubic yards. **(Limit response to two (2) page per project)**
    - For each project please provide:
        a. Name of disaster and location of the project;
        b. Size and cost of the project;
        c. Project representative name, address, phone number, and email address;
        d. Date project was completed or is anticipated to be completed; compare to the original date.
        e. Identify the key staff and their role in each project;
        f. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.

g. A brief description of the project and what role your firm played in the project.
h. Identify if multiple temporary debris processing sites were established where collected debris was sorted, screened for sand, recycled, ground, mulched, burned, or otherwise segregated for transport and disposal.
i. Identify your firm's expertise and experience in assessing, removing, and disposing of specialty debris including hazardous materials, hazardous wastes, biohazardous wastes, dead animals, and hazardous stumps.
j. Identify your firm's expertise and experience in demolition of structures, and debris removal from private property (Right-of-Entry Programs) and publicly owned property (other than Rights-of-Way).

Tab 5, Resources and Availability (30 Points)

- Provide your firm's organizational structure.
- Provide a resume for the project manager and all key personnel that will be involved in providing the services as outlined in the scope of work. (1 page single or double sided for each resume)
- Demonstrate each key staff's availability to respond to the needs of the project (Two (2) pages maximum for all key staff members)
- Identify subcontractors or joint ventures to be used, if any. For each subcontractor or joint venture identified please provide:
    - A brief description of their experience outlining their qualifications to perform the intended services
    - A brief resume for each key personnel that will be assigned to perform the intended services.
- Identify types and quantities of recovery equipment. The Contractor must clearly identify if equipment is owned by the Contractor or if the equipment is available from other sources.

- The County expects personnel, Subcontractors and equipment identified in the proposal response to be available for work to complete services identified under

this solicitation. The County further expects that the identified equipment will be sufficiently maintained so as to be available to operate in a safe and reliable manner. The Contractor must provide an estimate of the current workload and future commitments to other emergency response contracts both in man-hours per year and as a percentage of total workload for all key project personnel. The Contractor must provide reasonable assurance that the identified personnel will be available to work on future projects. The Contractor must provide reasonable assurance that all equipment identified for disaster recovery will be available and are not contractually obligated to other projects (e.g. residential collection contracts, solid waste transfer contracts, or other disaster debris removal contracts.) The Contractor shall provide a list of all contractual obligations for similar disaster recovery services and provide reasonable assurance that such contracts will not interfere with or preclude the Contractor from responding to the County with the Contractor's full force of manpower and equipment. The Contractor shall disclosure future contractual obligations throughout the term of the contract and provides reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under this RFP.

- The Contractor must include a mobilization/operation plan that outlines the Contractor's mobilization/operation procedures following a disaster event. Any supplemental plans or operating procedures referenced in proposal must be submitted with your proposal. These additional supporting documents will not count towards the total page count. This outline should include a breakdown of the time required to perform each mobilization task including the time required to mobilize the Contractor's forces, time to establish an on-site emergency response and communication center, time to mobilize recovery equipment, time to establish Temporary Debris Storage and Reduction Sites (TDSRS), and the time required to mobilize Subcontractors. The mobilization/operation plan shall include a breakdown of the manpower and equipment that will be assembled during each phase of the Contractor's response. The response should show how you meet the following minimum standards:

- Following a notice to mobilize, the ability to provide an advance team to the County Emergency Operations Center prior to hurricane landfall;
- Ability to marshal/stage personnel and equipment for rapid deployment into the County while protecting those assets from damage/destruction from the event;
- Ability to be fully operational for clearing debris to open emergency routes within 24 hours of initial notice to proceed;
- Ability to be fully operational for hauling, sorting, and storing of debris within 48 hours of initial notice to proceed;
- Ability to be fully operational for the reduction and disposal of debris within 72 hours of initial notice to proceed;
- Ability to maintain full operational capability, 12 hours per day, 7 days per week for an extended period;
- Ability to rapidly adjust the flow of resources based on the extent and magnitude of damage/debris.

Additionally, the Contractor's response should show how you meet the following minimum standards:

- Ability to clear all debris from all County maintained street, road and highway within 45 days from initial notice to proceed;
- Ability to remove (haul) all debris from all county maintained street, road and highway rights of way within 90 days from initial notice to proceed;
- Ability to complete the entire debris management process from initial clearance through final disposal within 180 days from initial notice to proceed.
- Due to the nature of the emergency and circumstances that may inhibit compliance with the times specified above, a reasonable adjustment to the completion dates may be made by mutual agreement between the Contractor and the County.

- Fiscal capability to maintain operations for 60 days following the initial notice to proceed.

The operation plan for the TDSRS shall describe the operations expected – materials handling, reduction, storage, recycling operations, equipment maintenance, etc. The Contractor shall include provisions for air curtain burning.

A description of the on-site emergency response and communication center must be provided including the type of communication employed by the Contractor and the Contractor's ability to interface with the County's emergency response equipment.

A comprehensive equipment list and man-hour listing must be included in this section.

Tab 6, Project Management (30 Points)

The Contractor should describe the organizational structure, Contractor assigned liaison officer, plans to meet with the County at the location and times specified, and "chain of command" of the Contractor's response team and the project management methods that are most appropriate to perform the contract services outlined in Section V. The discussion should include: methods for communicating with team members and County staff, protocols for team work assignments, data management and project tracking methodologies and capabilities, schedule controls, and any other appropriate management considerations. The Contractor should also discuss the Contractor's staffing and ability to supervise multiple clean-up crews and subcontractors. This discussion should include the Contractor's project management methods that ensure the quality of the work being performed by the Contractor's crews and subcontractors.

Contractor shall provide a comprehensive description of their proposed quality control plan. The description shall include, as a minimum, the Contractor's quality control organization and its authority, the Contractor's overview of the tasks to be inspected, reports and methods of inspections

Tab 7, Surveys of Past Performance (5 Points)

- Provide reference surveys from past clients for the projects identified under Tab 4.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
    - Average Score between 9-10 (10 Points)
    - Average Score between 7-8 (8 Points)
    - Average Score between 5-6 (6 Points)
    - Average Score between 3-4 (4 Points)
    - Average Score between 1-2 (2 Points)
    - Average Score of 0 (0 Points)

EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment)

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Compensation Schedule (Tab 3)-5 Points
- Surveys of Past Performance (Tab 7)-5 Points

  Subtotal Points-10 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience (Tap 4)-30 points
- Resources and Availability (Tab 5)-30 points
- Project Management (Tab 6)-30 points

  Subtotal Points-90 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting

documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard. The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds $100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed $100,000 in total.

Elevation Level 3 (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds $100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed $100,000 in total.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the User division, with the assistance of the Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners or County Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners or County Manager, as applicable, shall make the final decision whether the County shall enter into an Agreement with a Proposer.

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds $100,000. The County Manager may execute contracts that do not exceed $100,000 in total.

GENERAL CONDITIONS

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

COMMUNICATIONS

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's deductible per line of coverage shall not exceed $25,000 without the permission of the County. Policies that include Self Insured Retention will not be accepted. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Workers' Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes

Employer's Liability	$1,000,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. $4,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. $2,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Pollution Liability Insurance. $1,000,000 including pollution due to automobile operations.

INDEMNIFICATION

Contractor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Contractor to comply with applicable laws, rules or regulations, (ii) the breach by Contractor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Contractor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates,

subcontractors, agents, and employees; provided, however, that Contractor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

The 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.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects Contractors that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, Contractor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, Contractor or corporation to refrain from

submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at https://www.polk-county.net/business/procurement/. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

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

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough

County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

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

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

INVOICING AND PAYMENT: The successful proposer shall submit a properly certified invoice to the County at the contract prices**. An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the proposer's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable

exempting law. Proposers should provide a redacted copy of proposal with submittal, or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at https://www.polk-county.net/business/procurement/protest-procedures/.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the

Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful Contractor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

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

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

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

LIMITATIONS

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

ATTORNEY'S FEES AND COSTS: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

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

PUBLIC RECORD LAWS

(a)The 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

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

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

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

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

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

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

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

SUPPLEMENTAL CONDITIONS

Breach During Emergency Recovery Period. Pursuant to §252.505, Fla. Stat, in the event this Agreement concerns goods or services related to a natural emergency, Vendor agrees that if Vendor breaches this Agreement during the Emergency Recovery Period, then the County shall be entitled to (a) a payment of $5000, and (b) recovery of damages, which may take the form of actual and consequential damages or liquidated damages. The term "Emergency Recovery Period" means a one-year period that begins on the date the Governor of Florida initially declared a state of emergency for a natural emergency. This provision shall survive the termination of this Agreement.

FEDERAL CLAUSES

The County may seek funding reimbursement for all or a portion of the services provided under this Agreement from FEMA Public Assistance. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this bid, any resulting award with the prime Vendor, and any resulting contracts between the prime Vendor and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

Equal Employment Opportunity. (Only applicable to construction bids)

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available

to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. Neither the Contractor, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in

excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

Federal Water Pollution Control Act

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

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

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

Debarment and Suspension. (Exhibit "A")

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

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

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

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (attached hereto as Exhibit "B"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Procurement of Recovered Materials.

(1) In the performance of this Contract/Purchase Order, the Contractor shall to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. Additionally, Contractors shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

Domestic Preference

In accordance with 2 CFR §200.322, to the greatest extent practicable and consistent with law under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Affirmative Action.

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are used when possible. The Contractor shall also take such affirmative steps in the selection of its subcontractors, laborers and materialmen. Affirmative steps include:

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

(2) Assuring that small and minority businesses, women's business enterprises, and veteran-owned businesses are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses,

women's business enterprises, and veteran-owned businesses;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises, and veteran-owned businesses; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Access to Records. The following access to records requirements apply to this Purchase Order:

(1) The Contractor agrees to provide the Florida Department of Economic Opportunity, Polk County, the US Department of Housing and Urban Development Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the US Department of Housing and Urban Development Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Purchase Order."

DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that US Department of Housing and Urban Development financial assistance will be used to fund the Purchase Order only. The Contractor will comply will all applicable federal law, regulations, executive orders, US Department of Housing and Urban Development policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Purchase Order.

Default and Remedy

Process. If the Contractor materially defaults in the timely performance of any Contract obligation, or if the Contractor is otherwise in material default of the Contract, including, without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call in any bonds or other form of security, and engage other Contractors or providers at the

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

Certain Material Defaults.

Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR §200.216 and Appendix II to Part 200, subsection (K), no funding or services provided pursuant to or in connection with this Contract, shall in any way be used to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Proposers Incorporation Information
(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor Signature: _____

Date: _____

EXHIBIT 1
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Contractor submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Contractor. The Contractor is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Contractor has identified under Tab 4. Surveys should correlate to all projects identified under Tab 4.

If more surveys are included, Procurement will only use those identified under Tab 4.

1. The Contractor shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Debris Removal Services for Hillsborough County 2024), Etc.
COST OF SERVICES	Cost of services ($3,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2024)

2. The Contractor is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Contractor is responsible for sending out a performance survey to the clients that have been identified under Tab 4. The survey can be found on the next page.
2. The Contractor should enter the past clients' contact information, and project information on each survey form for each reference. The Contractor should also enter their name as the Contractor being surveyed.
3. The Contractor is responsible for ensuring all references/surveys are included in their submittal under Tab 7
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 26-011, Disaster Debris Removal Services

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Contractor)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Ability to communicate with Debris Monitoring Contractor	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Close out process	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 26-001, Disaster Debris Removal Services

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: _____

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 "A"

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

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

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

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

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

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

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

SIGNATURE: _____

COMPANY NAME:_____

DATE:_____

EXHIBIT "B"

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official_____

Date _____

Authorized Signature: ATTACHMENT A

I understand that the terms, conditions and pricing within this contract may be used by any of the public agencies located within Polk County.

_____
Signature

_____
Printed Name

_____
Title

_____ _____
Company Name Phone Number

_____
Address

_____
City, State, Zip

Attachment B

PROPOSAL PRICE SHEETS
DISASTER DEBRIS REMOVAL SERVICES

THE FOLLOWING ARE SUBMITTED BY THE BIDDER FOR THE PURPOSE OF:

A. ARRIVING AT AN ESTIMATED TOTAL BID PRICE

B. ESTABLISHING PRICE FACTORS TO BE UTILIZED IN ADJUSTING THE ESTIMATED TOTAL PRICE RESULTING FROM MODIFICATION(S) ISSUED OR ANNUAL RENEWALS.

CLARIFICATION OF PAY ITEMS:

A. Disposal costs at final site as designated by the County shall be the responsibility of the County.

B. Mileage noted in the Price Sheet shall be based on a one-way haul distance.

C. Line Item 2: Work consists of the demolition, collection, transportation, and disposal of eligible C&D debris to an approved TDSRS or hazardous waste final site. Demolition of structures and debris removal shall be calculated at a cubic yard or tonnage rate.

D. Line Item 6: The Contractor shall invoice the County for hazardous stump removal, backfilling, and hauling to the TDSRS utilizing the categories noted.

Attachment B

Column I Item No.	Column II Description	Column III UoM	Column IV Unit Price	Column V UoM	Column VI Unit Price
	Level 1: 0 - 50,000 CY of Debris				
	Gathering, pick-up, and hauling debris to TDSRS				
	A. 0 - 20 miles	CY		TN	
1	B. Over 20 miles	CY		TN	
	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site				
	A. 0 - 20 miles	CY		TN	
2	B. Over 20 miles	CY		TN	
	Site management and processing of debris at TDSRS				
	A. Grinding	CY		TN	
3	B. Burning	CY		TN	
	Removal of eligible leaning trees and eligible hanging limbs				
	A. 2" - 12.99" diameter tree	EA		TN	
	B. 13" - 24.99" diameter tree	EA		TN	
	C. 25" - 36.99 diameter tree	EA		TN	
	D. 37" - 48.99" diameter tree	EA		TN	
	E. 49" and greater diameter tree	EA		TN	
4	F. Removal of all hanging limbs per tree	EA		TN	
	Loading and hauling processed debris from TDSRS to final disposal site				
	A. 0 - 40 miles	CY		TN	
5	B. Over 40 miles	CY		TN	
	Hazardous stumps				
	A. 24.01" - 36.99" diameter	EA			
	B. 37" - 48.99" diameter	EA			
6	C. 49" and greater diameter	EA			
7	Dead animal collection, transportation, and disposal	LB			
8	Removal, transport, and disposal of eligible household hazardous waste	LB			
9	Removal, transport, and disposal of disaster generated hazardous waste	LB			
	Level 2: 50,000 - 200,000 CY of Debris				
	Gathering, pick-up, and hauling debris to TDSRS				
	A. 0 - 20 miles	CY		TN	
1	B. Over 20 miles	CY		TN	
	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site				
	A. 0 - 20 miles	CY		TN	
2	B. Over 20 miles	CY		TN	

	Site management and processing of debris at TDSRS				
	A. Grinding	CY		TN	
3	B. Burning	CY		TN	
	Removal of eligible leaning trees and eligible hanging limbs				
	A. 2" - 12.99" diameter tree	EA		TN	
	B. 13" - 24.99" diameter tree	EA		TN	
	C. 25" - 36.99 diameter tree	EA		TN	
	D. 37" - 48.99" diameter tree	EA		TN	
	E. 49" and greater diameter tree	EA		TN	
4	F. Removal of all hanging limbs per tree	EA		TN	
	Loading and hauling processed debris from TDSRS to final disposal site				
	A. 0 - 40 miles	CY		TN	
5	B. Over 40 miles	CY		TN	
	Hazardous stumps				
	A. 24.01" - 36.99" diameter	EA			
	B. 37" - 48.99" diameter	EA			
6	C. 49" and greater diameter	EA			
7	Dead animal collection, transportation, and disposal	LB			
8	Removal, transport, and disposal of eligible household hazardous waste	LB			
9	Removal, transport, and disposal of disaster generated hazardous waste	LB			
	Level 3: Greater than 200,000 CY of Debris				
	Gathering, pick-up, and hauling debris to TDSRS				
	A. 0 - 20 miles	CY		TN	
1	B. Over 20 miles	CY		TN	
	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site				
	A. 0 - 20 miles	CY		TN	
2	B. Over 20 miles	CY		TN	
	Site management and processing of debris at TDSRS				
	A. Grinding	CY		TN	
3	B. Burning	CY		TN	
	Removal of eligible leaning trees and eligible hanging limbs				
	A. 2" - 12.99" diameter tree	EA		TN	
	B. 13" - 24.99" diameter tree	EA		TN	
	C. 25" - 36.99 diameter tree	EA		TN	
	D. 37" - 48.99" diameter tree	EA		TN	
	E. 49" and greater diameter tree	EA		TN	
4	F. Removal of all hanging limbs per tree	EA		TN	
5	Loading and hauling processed debris from TDSRS to final disposal site				

	A. 0 - 40 miles	CY		TN	
	B. Over 40 miles	CY		TN	
	Hazardous stumps				
	A. 24.01" - 36.99" diameter	EA			
	B. 37" - 48.99" diameter	EA			
6	C. 49" and greater diameter	EA			
7	Dead animal collection, transportation, and disposal	LB			
8	Removal, transport, and disposal of eligible household hazardous waste	LB			
9	Removal, transport, and disposal of disaster generated hazardous waste	LB			

EQUIPMENT TYPE WITH OPERATOR	HOURLY RATE
Air Curtain Burner, Self-Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck with Impact Attenuator	
Dozer, Tracked, D3 or Equivalent	
Dozer, Tracked, D4 or Equivalent	
Dozer, Tracked D5 or Equivalent	
Dozer, Tracked D8 or Equivalent	
Dump Truck, 16 +/- CY	
Dump Truck, 20 +/- CY	
Dump Truck, 38 +/- CY	
Generator, 5.5 kW, List kW Capacity	
Generator, 200 kW, List kW Capacity	
Generator, 2,500kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader with 12' Blade	
Hydraulic Excavator, 1.5CY	
Hydraulic Excavator, 2.5CY	
Knuckleboom Loader	
Lowboy Trailer with Tractor	
Mobile Crane up to 15 Ton	
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	

Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, 1 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	**Hourly Rate**
Tub Grinder, 800-1,000 HP	
Truck, Flatbed	
Articulated, Telescoping Scissor Lift for Tower, 15 HP/ 37 FT Lift	
Water Truck, 2,500 Gallon (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 3.0 CY, 152 HP	
Wheel Loader, 4.0 CY, 200 HP	
Wheel Loader-Backhoe, 1.5 CY, 95 HP	
Other - Please List	

LABOR CATEGORY	**HOURLY RATE**
Operations Manager with Cell Phone and .5 Ton Pickup or larger	
Crew Foreman with Cell Phone and 1 Ton Equipment Truck or larger with Small Tools and Miscellaneous Supplies in Support of Crew	
Tree Climber/Chainsaw and Gear	
Laborer with Chain Saw	
Laborer with Small Tools, Traffic Control, or Flag person	
Bonded and Certified Security Personnel	
Other - Please List	

***For items not listed, the County will only pay FEMA approved rates**
**Hourly rates cannot exceed FEMA approved rates

DAP9523.11

FEMA
DISASTER ASSISTANCE POLICY

I. TITLE: Hazardous Stump Extraction and Removal Eligibility

II. DATE: MAY 15 2007

III. PURPOSE:

Establish criteria used to reimburse applicants for removing eligible hazardous stumps from public or, where authorized, private property.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters and emergencies declared on or after the date of publication. It is intended for all personnel involved in the administration and execution of the Public Assistance Program, including applicants.

V. AUTHORITY:

Sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5206, as amended.

VI. BACKGROUND:

Public Assistance regulations authorize reimbursement for the removal of debris from public and private land when it is in the public interest. Such removal is in the public interest when it is necessary to: eliminate immediate threats to life, public health and safety, or eliminate immediate threats of significant damage to improved public or private property; or to ensure economic recovery of the affected community to the benefit of the community at large. Trees that are uprooted during a disaster event such that all or part of their roots are exposed may pose an immediate threat to public health and safety.

VII. POLICY:

A. When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety, FEMA may provide supplemental assistance to remove, transport, dispose, and provide fill for the root cavity of an eligible uprooted tree or stump. The Federal Emergency Management Agency (FEMA) will reimburse applicants reasonable costs for this type of work only when uprooted stumps are more than 24 inches in diameter (measured two feet from the ground), with the consensus of the Applicant and the State, and is approved in

advance by FEMA, using the attached Hazardous Stump Worksheet.

1. If it is necessary to remove an uprooted stump before it can be inspected by FEMA because it poses a threat that must be dealt with immediately, the applicant must submit documentation, to FEMA including photographs, that establishes its location on public property, specifics on the threat, stump diameter measured two feet up the trunk from the ground, quantity of material to fill the hole, and any special circumstances.

2. FEMA will reimburse applicants for extraction, transport and disposal of stumps with a diameter of 24 inches or smaller at the unit cost rate for regular vegetative debris, using the attached Stump Conversion Table, as such stumps do not require special equipment.

3. FEMA will reimburse applicants at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, placed on the rights-of-way by others (i.e., contractors did not extract them from public property or property of eligible Private Non Profit organization). In such instances, applicants do not incur additional cost to remove these stumps because the same equipment that is used to pick up "regular" debris can be used to pick-up these stumps.

4. If an applicant incurs additional costs in picking up large stumps (over 24 inches in diameter) from rights-of-way, it should complete the Hazardous Stump Worksheet and present documentation to FEMA in advance for consideration.

5. Stumps with less than 50% of their root ball exposed should be cut flush at ground level and the cut portion included with regular vegetative debris.

6. Straightening or bracing of trees is eligible for reimbursement if it is less costly than removal and disposal. Applicant must provide a cost analysis showing cost effectiveness.

VIII. ORIGINATING OFFICE: Disaster Assistance Directorate (Public Assistance Division)

IX. SUPERSESSION: This policy supersedes Recovery Policy Number 9523.11, Hazard Stump Removal and Extraction Eligibility dated May 6, 2006.

X. REVIEW DATE: Three years from the date of publication.

David Garratt
Acting Assistant Administrator
Disaster Assistance Directorate

Hazardous Stump Worksheet

Applicant: _____ Date: _____

Applicant Representative: _____ Signature: _____

FEMA Representative (if available) _____ Signature: _____

State Representative (if available): _____ Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)		Tree Size (Diameter)	Eligible		Fill For Debris Stumps	Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)		Yes	No	CY	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

Attachment D

EVENT PERFORMANCE BOND

PERFORMANCE BOND

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

THE CONDITION OF THIS BOND is that if the Principal:

Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated _____, 20__ (the "Purchase Order") between Principal and Obligee for performance of debris removal at any County location arising from damage caused by a disaster event, at the times and in the manner prescribed in the Purchase Order; and

Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Purchase Order; and

Performs the guarantee of all work and materials furnished under the Purchase Order for the time specified therein; and

Satisfies all claims and demands incurred under the Purchase Order, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

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

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

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

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

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

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

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

ATTEST:

PRINCIPAL: _____

BY: _____ (Authorized Signature (Principal)

Printed Name: _____

Title of Person Signing Above: _____

Witness: _____

Witness: _____

ATTEST:

SURETY: _____

Attorney in Fact

Printed Name: _____

Business Address: _____

Witness: _____

Witness: _____

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

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

Attachment "E"

Date:
Company Name:
Address:
Project Manager:
RE: Conditional Notice to Proceed for Disaster Debris Removal Services Agreement

This letter serves as Roads and Drainage's Conditional Notice to Proceed (CNTP) to begin the mobilization process to commence work relative to the above referenced Agreement. This NTP is limited to the scope of work for storm _____ in accordance with the Agreement and further detailed below:

Please attach a list of services and estimated cost here.

A performance bond in the amount of $1,000,000 meeting the contract requirements should be emailed to Ken Brush, Procurement Contracts Manager (kenbrush@polk-county.net) before the work starts. The original performance bond should be delivered within seven (7) business days from the date above to Polk County Procurement, 330 West Church Street, Room 150, Bartow, Florida 33830, Attn: Ken Brush (863)534-6727. Please attach a copy to this Notice.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below.

Cordially,

Roads and Drainage _____
(Authorized signature, tile, and date)
I acknowledge receipt of this Notice on:_____(date)

Name of the Authorized Company Representative: _____

Authorized Signature: _____

Draft Agreement

DISASTER DEBRIS REMOVAL SERVICES AGREEMENT

THIS DISASTER DEBRIS REMOVAL SERVICES AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida, 33830, and _____ (the "Contractor"), a _____ corporation, at _____, and whose Federal Employer Identification Number is _____ _____.

WHEREAS, the Contractor has considerable expertise in disaster debris removal services; and

WHEREAS, the County desires to employ the Contractor to provide disaster debris removal services to Polk County; and

WHEREAS, the County has solicited for these Contractor services via an advertised request for proposal ("RFP 26-011") and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the County intends to engage the Contractor to provide it the disaster debris removal services; and

WHEREAS, the Contractor is able and agreeable to providing the County the Contractor services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

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

1.0 **Effective Date; Term**

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

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Contractor Services**

2.1 The County does hereby retain the Contractor to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request for Proposals RFP #26-011, to include all attachments and addenda, (ii) the Contractor's responsive proposal,

and (iii) Scope of Services thereto (collectively, (i), (ii), and (iii) are "RFP 26-011"), all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of this Agreement.

3.0 **Compensation**

3.1 General

3.1.1 In consideration for its providing the Services, during the Agreement Term the County shall pay the Contractor a fee that shall not exceed the amounts stated in Exhibit "B", which is attached hereto and made a part of this Agreement. The Compensation Schedule identifies all billable services pursuant to this Agreement and the associated amount the County will pay the Contractor for Services performed. The County is not obligated to pay the Contractor a fee for any work performed or Services provided not listed on the Compensation Schedule. The rates shown on the Compensation Schedule may be increased annually by written authorization of the Procurement Director following the one-year anniversary of the Effective Date, when it is in the best interest of the County. Rate increases will be determined by the appropriate price index as approved by the Procurement Director. No action by the Board of County Commissioners will be necessary for such rate increases

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

3.1.3 The Contractor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Roads and Drainage Division
3000 Sheffield Road
Winter Haven, Florida 33880

3.1.4 The Contractor will clearly state "Final Invoice" on the Contractor's final/last billing for the Services rendered to the County. The Contractor'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 Contractor hereby waives any charges not properly included on its Final Invoice.

3.1.5 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Contractor's performance of the Service or the County's acceptance of any work.

3.1.6 All Contractor's invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional supporting documents may be requested by the County and, if so requested, shall be furnished by the Contractor to the County Auditor's satisfaction.

3.1.6 By its submission of an invoice, the Contractor's project manager or designated payroll officer shall be deemed to be attesting to the correctness and accuracy of all charges and requested reimbursements stated in such invoice.

3.2 Reimbursable Expenses

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

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the Contractor providing the Services.

4.0 **Contractor's Responsibilities**

4.1 The Contractor shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

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

5.0 **Ownership of Documents**

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

6.0 **Termination**

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

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

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

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

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

7.0 **No Contingent Fees**

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

8.0 **Assignment**

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

9.0 **Professional Associates and Subcontractors**

If the Contractor requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Contractor must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or

subcontractor may perform any work for the County. If after obtaining the County's approval the Contractor utilizes any professional associates or subcontractors in the delivery of the Services then the Contractor shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Contractor shall not relieve the Contractor of its obligations to the County under this Agreement.

10.0 **Indemnification of County**

Contractor, 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 Contractor to comply with applicable laws, rules or regulations, (ii) the breach by Contractor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Contractor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates, subcontractors, agents, and employees provided, however, that Contractor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 **Insurance Requirements**

The Contractor 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 Contractor 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 Contractor'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 Contractor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Contractor suspend Contractor's

performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Contractor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $2,000,000.00 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. $4,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

> Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the 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 Contractor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Pollution Liability Insurance. $1,000,000 including pollution due to automobiles.

Employer's Liability. $1,000,000.

12.0 **Public Entity Crimes**

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

Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

13.0 **Non-Discrimination**

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

14.0 **Designation of Party Representatives**

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

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

15.0 **All Prior Agreements Superseded**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 **Modifications, Amendments or Alterations**

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

17.0 **Independent Contractor**

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Contractor shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment,

lien or any form of indebtedness and the Contractor shall have no right to speak for or bind the County in any manner.

18.0 **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

19.0 **Compliance with Laws and Regulations**

In providing all Services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor.

20.0 **Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 **Notices**

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Roads and Drainage Division
330 West Church Street
Bartow, Florida 33830
Attention: Division Director

For Contractor:

_____

_____

Attention: _____

22.0 Severability

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

23.0 Annual Appropriations

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

24.0 Employment Eligibility Verification (E-VERIFY)

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

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

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

25.0 Contractor Representations

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

25.1.1 Contractor is a _____ company that is duly organized and existing in good standing under the laws of the State of _____ with full right and authority to do business within the State of Florida.

25.1.2 Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Contractor has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Contractor shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Contractor is authorized to do so.

26.0 Default and Remedy

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

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

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

of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

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

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Contractor shall notify the County if any of the Contractor's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Contractor shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Contractor

shall remove without consequence to the County any of the Contractor's contractors, sub-contractors, sub-Contractors, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Contractor's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: _____

Name: _____

Name: _____

Name: _____

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

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

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

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

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

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

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

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

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

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

33. No Construction Against Drafter

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

34. Unauthorized Alien(s)

The Contractor 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 Contractor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

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

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

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

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:

_____
County Attorney's Office Date

ATTEST:

_____
a _____

By: _____

_____
PRINT NAME

_____
TITLE

By: _____

_____
PRINT NAME

_____
TITLE

Date: _____

SEAL

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

Commission Number _____ Commission Expiration Date _____

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 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

December 2, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
RFP # 26-011, Disaster Debris Removal Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, January 14, 2026, prior to 2:00 p.m.

To receive a copy of the prior awarded submittals for RFP 20-298 and minutes please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is ***procurevendor*** and the password is ***solicitation.*** After you have logged in to the FTP site, double click on the file folder "**RFP 26-011, Disaster Debris Removal.zip**", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polkfl.gov.

Ken Brush
Ken Brush
Procurement Contracts Manager
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: _____

January 9, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
RFP # 26-011, Disaster Debris Removal Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, January 21, 2026, prior to 2:00 p.m.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: _____
Title: _____
Company: _____

January 16, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3

RFP # 26-011, Disaster Debris Removal Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Proposal Receiving Date Extension and formal notification that administrative responsibility for this solicitation has been reassigned.

From: Ken Brush
To: Tabatha Shirah
New Point of Contact Email: tabathashirah@polkfl.gov

Effective immediately, all communication related to this solicitation must be directed to Tabatha Shirah at the email address listed above.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, February 4, 2026, prior to 2:00 p.m.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

January 30, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 4

RFP # 26-011, Disaster Debris Removal Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions & Answers and Receiving Date Extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 11, 2026, prior to 2:00 p.m.

Addendum 5 forthcoming, question deadline has closed.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP # 26-011, Disaster Debris Removal Services

Addendum # 4

Question 1: If this is a term contract subject to renewal, what is the maximum number of option periods?
Answer 1: The term is 5 years from the effective date of the agreement.

Question 2: Has the current contract gone full term?
Answer 2: The current agreements were set to expire on February 15, 2026, but have been extended and will remain in place until the new agreements are in effect.

Question 3: Have all options to extend the current contract been exercised?
Answer 3: The agreements may extend upon Board approval.

Question 4: Who is the incumbent, and how long has the incumbent been providing the requested services?
Answer 4: The current incumbents are AshBritt, Inc. as the primary, Crowder-Gulf Joint Venture, Inc. as the secondary, and Ceres Environmental Services, Inc. as the tertiary. These agreements have been in place since February 16, 2021.

Question 5: To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?
Answer 5: There are no points associated with the proposer's location or headquarters.

Question 6: What is the required onsite response time?
Answer 6: Immediately after Impact.

Question 7: What is the total size or geographic scope of the service area?
Answer 7: The estimated geographic area 2500 square miles.

Question 8: What is the total mileage of roads within the scope of the service area?
Answer 8: Please see the response to Question 7 above.

Question 9: Are any specific professional credentials required to qualify for the contract?
Answer 9: The vendor must demonstrate significant professional expertise in hurricane response, mitigation, and recovery services including proven experience working in post – storm environments.

Question 10: Will the resulting contract include a guaranteed minimum payment to the vendor?
Answer 10: There is no guaranteed minimum payment. The successful vendor will be paid in accordance with the Price Sheet finalized with agreement.

Question 11: Are there any superseding prior agreements that may impact this contract?
Answer 11: No.

Question 12: When/what was the most recent event that precipitated the activation of the existing or previous contract?
Answer 12: Hurricane Milton 2024.

RFP # 26-011, Disaster Debris Removal Services

Addendum # 4

Question 13:	Approximately how many cubic yards of debris were collected from the most recent event?
Answer 13:	1 million (Vegetative & C & D)
Question 14:	What estimated or actual dollars were paid to the incumbent(s) after the most recent event?
Answer 14:	Estimated $16,200,000.
Question 15:	How many times have the incumbent's services been utilized in the previous five years?
Answer 15:	Two (2) Hurricane Events
Question 16:	Please reconfirm the due date for this procurement by providing it in response to answers to questions. 12.31 is New Year's Eve?
Answer 16:	See above, proposal receiving date extension.
Question 17:	If there was a previous solicitation for these services, what was its title, number, release date, and due date?
Answer 17:	RFP 20-298, Disaster Debris Removal. Released September 3, 2020, and opened October 14, 2020.
Question 18:	Why has this bid been released at this time?
Answer 18:	The current agreements were set to expire on February 15, 2026, but have been extended and will remain in place until the new agreements are in effect.
Question 19:	When is the anticipated award date?
Answer 19:	The agreement is anticipated to be executed in April or May 2026.
Question 20:	Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?
Answer 20:	Please use the pricing sheet provided in the RFP. Negotiations on alternate pricing can be made at level 4 of the elevation.
Question 21:	Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable?
Answer 21:	Polk County was satisfied with the current vendor.
Question 22:	Please provide the names of selection committee members?
Answer 22:	John Bohde, Deputy County Manager Michael Teate, Roads & Drainage Gloria Reyes, Roads & Drainage Ricky Norris, Roads & Drainage Darrell Johnson, Supplier Diversity

RFP # 26-011, Disaster Debris Removal Services

Addendum # 4

Question 23: Please provide the date, time, and location when the evaluation committee meeting will be held to evaluate proposals?

Answer 23: All meetings will be held at Polk County Administration Building located at 330 W Church St, Bartow FL 33830, on the 4th floor. The dates and times are proposed as follows:
1st Meeting – February 16, 2026, at 10:00am (Conference Room 413)
2nd Meeting – March 2, 2026, at 9:00am (Conference Room 413)
3rd Meeting – March 24, 2026, at 9:00am (Conference Room 407)

Question 24: Where will the evaluation committee meeting notice be posted?

Answer 24: Please visit the Procurement website at: https://www.polkfl.gov/business/procurement/.

Question 25: Where will the recommendation for award be posted?

Answer 25: Please visit the Procurement website at: https://www.polkfl.gov/business/procurement/.

Question 26: Will the recommendation for award be emailed to all respondents (awardees and non-awardees)?

Answer 26: Yes.

Question 27: Can the County confirm if the recommendation for award will be presented to the BOCC?

Answer 27: Yes.

Question 28: If the County schedules interviews after the written evaluation has been completed, is the written evaluation score compiled within the interview score to determine final ranking?

Answer 28: No. Please see "Elevation Level 3" in RFP Package, page 32.

Question 29: Page 18-Tab 1. Introduction. Please confirm whether *this is or is not* part of the scoring criteria?

Answer 29: There are no points associated with Tab 1.

Question 30: Page 18 – Tab 2. of the RFP indicates that Financial Reports are not part of the scoring Criteria. Having the Financial Capacity to fund a project for several months without receiving payment, but still paying your subcontractors, is extremely important in this industry. Would the County consider adding Financial Reports as part of the scoring criteria?

Answer 30: No.

Question 31: Page 21 of the Solicitation states that the audited financial reports shall be submitted in a separate envelope and must be marked in the left-hand corner on the outside of the envelope as follows: Can the County confirm that it does not want hard copies for Tab 2 and that electronic submission of these documents is acceptable?

Answer 31: Electronic submissions through the County's Kiteworks would be acceptable.

RFP # 26-011, Disaster Debris Removal Services

Addendum # 4

Question 32: The County has identified 7 Tabs to be electronically submitted. However, none of those tabs indicate where the required forms should be included. Can the County add Tab 8 for required forms?

Answer 32: The required forms may be added to Tab 1 or in a separate Tab 8.

Question 33: For the Draft Agreement, can the County confirm that no sections of this agreement should be filled out and submitted with our proposal, including pages 91 and 92?

Answer 33: Do not fill in the agreement. The draft agreement is a sample of what the agreement will be with the successful vendors.

Question 34: Does the County want the Affidavit Regarding the Use of Coercion for Labor or Services on page 93 filled out, signed, and submitted with our proposal?

Answer 34: The Affidavit Regarding the Use of Coercion for Labor form does not need to be submitted with the submittal. It will be required at the time the agreement is carried out with a successful vendors.

Question 35: Can the County please confirm if you have pre-identified Final Disposal Locations (FDS)?

Answer 35: Yes, the county has multiple sites throughout the county and receives pre-authorization every year in May or June.

Question 36: When was the last time the County had a contract activation for Debris Removal? How many CYs were removed?

Answer 36: Please see above responses for Question 12 and 13.

Question 37: Has the County determined which landfill(s) can be used? If so, please provide locations?

Answer 37: 10 Environmental Loop S, Winter Haven, FL 33880

Question 38: Will annual contract price increases based on Consumer Price Index (CPI) be allowed?

Answer 38: CPI may be used to determine an annual increase.

Question 39: Can the County provide which contractor held the previous or holds the current contract for the services requested in this solicitation with pricing?

Answer 39: Please see the information provided on the FTP site through Addendum 1.

Question 40: Can the County provide the address for their Emergency Operations Center?

Answer 40: 1890 Jim Keene Blvd, Winter Haven, FL 33880.

RFP # 26-011, Disaster Debris Removal Services

Addendum # 4

Question 41:	How often can we invoice?
Answer 41:	The monitor will review the invoices from the debris contractor to ensure they are correct and if deemed correct then the invoice will be submitted to Polk County.
Question 42:	Does the County have a monitoring firm contracted? If so, which monitoring firm?
Answer 42:	Monitoring services are currently being solicited at the same time as this RFP 26-012.

February 5, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #5

RFP 26-011, Disaster Debris Removal

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m.

Respectfully,

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

February 11, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 6

RFP # 26-011, Disaster Debris Removal Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: questions & answers, revisions, revised Attachment B added to FTP Site and selection committee meeting update.

To receive a copy of **"RFP 26-011, Addendum #6, Revised Attachment B,"** please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "**RFP 26-011, Disaster Debris Removal**", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

Selection Committee Meeting Update:
March 4, 2026 @ 2:30 p.m. – 11:00 a.m. at the Polk County Administration Building in Procurement Conference Room 150 – Procurement will distribute the Proposals and evaluation criteria to the Selection Committee.

March 24, 2026 @ 9:00 a.m. – 11:00 a.m. at the Polk County Administration Building in Conference Room 407 – Selection Committee meeting to score and elevate Proposers. At this meeting the Selection Committee will decide if they would like to interview Proposer(s) or if they would like to recommend to enter into contract negotiations with the highest ranked Proposer.

March 31, 2026 @ 1:00 p.m. - 4:00 p.m. at the Polk County Administration Building in Conference Room 407 – If the Selection Committee decides to interview Proposer(s), the interviews will be held on this date and time.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP # 26-011, Disaster Debris Removal Services

Addendum # 6

Question 1: Page 29 of the Solicitation indicates that hourly rates for labor may be increased by the Procurement Director after the contract has been in place for a minimum of 12 months. Can the County confirm that the unit rates may also be increased?

Answer 1: The hourly rates for labor have been removed, please see the FTP Site for "RFP 26-011, Addendum #6, Revised Attachment B". Yes, the unit rate may be increased by the Procurement Director after the contract has been in place for a minimum of 12 months.

Question 2: Regarding the evaluation of the Pricing, does the County intend on adding up all unit price line items to get a total figure to compare against other proposer's or will there be estimated quantities assigned to calculate a total extended price?

Answer 2: A "Revised Attachment "B", Compensation Schedule" has been provided on the FTP Site. See the revised "Tab 3, Compensation Schedule below.

Question 3: If quantities are going to be assigned, what will they be?

Answer 3: Quantities are not being assigned. Refer to Answer 2 above.

Question 4: Regarding the evaluation of the hourly pricing, how does the County intend on weighing the hourly line items?

Answer 4: Refer to Answer 2 above.

Question 5: Will all fees for both the unit rates and the hourly rates be totaled as one figure to determine the total price for evaluation? (We would like the exact methodology evaluators are required to use to determine which price proposal will receive the Maximum Points)?

Answer 5: The hourly rates have been removed from Attachment "B". Refer to Answer 2 above.

Question 6: Can the County please confirm your pre-authorized TDSR locations?

Answer 6: See Facility List on *next page…*

RFP # 26-011, Disaster Debris Removal Services
Addendum # 6

Facility List:

Facility Name	Facility Location/Address
CITY OF AUBURNDALE DDMS	1645 BERKLEY RD
CITY OF BARTOW CRAZY ACRES DDMS	VAN FLEET DR & US 17 N
POLK CO DDMS - DUNSON ROAD SITE	DUNSON ROAD
FORT MEADE DDMS SITE	PEEPLES ROAD AND HUTCHINS ROAD
FROSTPROOF LF	KEEN RD & CLAY PIT RD
CITY OF LAKE WALES - HUNT BROS ROAD DEBRIS STAGING # 2	581 HUNT BROTHERS ROAD
GLENDALE WWRF DEBRIS STAGING SITE	1825 GLENDALE ST
MT TABOR ROAD DEBRIS STAGING SITE	0 MT TABOR ROAD
POLK COUNTY STRICKLAND AVENUE	5901 STRICKLAND AVE
CARTER PARK DEBRIS STAGING SITE	500 WEST CARTER RAOD
POLK COUNTY MARIGOLD DDMS	9500 MARIGOLD AVE
CARDINAL HILL - POLK CITY DDMS	10439 STEVEN DRIVE
NORTH POLK CENTRAL LF (SITE 201)	7399 DECASTRO ROAD
POLK COUNTY MOTOR POOL ROAD DDMS	2746 MOTOR POOL RD
SIMERS YOUNG DDMS	70 FLORIDA CITRUS BLVD

Revision
RFP Package, Tab 3 – page 22-23

Tab 3, Compensation Schedule (5 Points)
Proposers shall complete the compensation schedule included as Attachment B. For items not listed, the County will only pay the FEMA rates.

The unit pricing may be increased by the Procurement Director, or designee, after the contract has been in place for a minimum of 12 months, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director or Designee. No Board action will be necessary for unit price increases.

The Proposer with the lowest total cost will be allocated 5 points. Each additional Proposers cost point allocation will be calculated based upon their relative cost difference from the lowest Proposer.

ELECTRONIC via Kiteworks

EXHIBIT Aii



CROWDER GULF

Polk County, FL

RFP 26-011 for
Disaster Debris
Removal Services

Wednesday,
February 18, 2026 @ 2:00 PM

Please direct all inquiries to
the Disaster Administration Office located in Mobile, AL

Ashley Ramsay-Naile, President

Disaster Administration Office
5629 Commerce Blvd. E
Mobile, AL 36619

Phone 800-992-6207
Fax 251-459-7433
jramsay@crowdergulf.com
www.crowdergulf.com

Tax ID: 01-0626019
Sam UEI Number: TTNUYNSBD
FL Business License #CGC1532476



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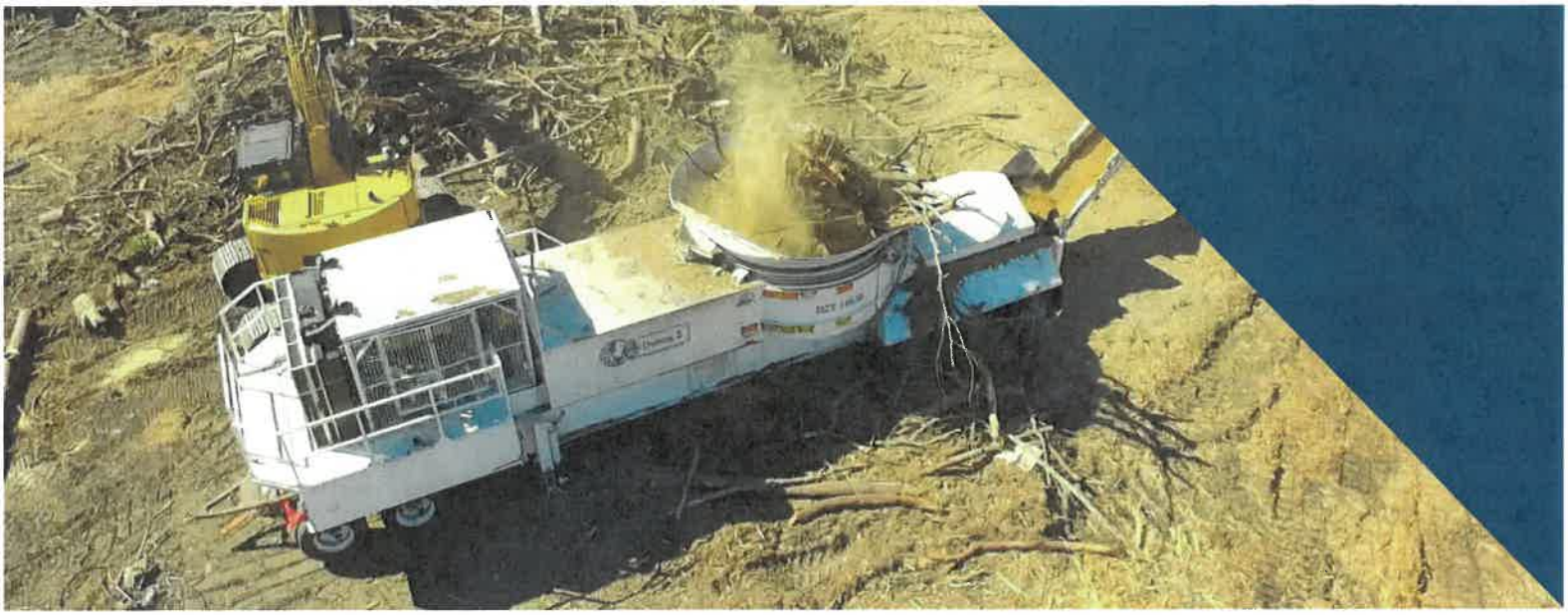
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   - *Corporation, Coercion for Labor Affidavit & Licenses / Certifications*



CROWDER GULF

1. Introduction Letter



Polk County, FL

RFP 26-011 for Disaster Debris Removal Services

CROWDER GULF

ADMINISTRATIVE OFFICE
5629 Commerce Blvd East
Mobile, AL 36619

OFFICE : 800-992-6207
FAX : 251-459-7433

January 19, 2026

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

Re: RFP #26-011 - Disaster Debris Removal Services

CrowderGulf is pleased to submit the enclosed proposal as a firm and irrevocable offer in response to the referenced bid and express our strong desire to partner with Polk County for Disaster Debris Removal Services. We are confident that our experience, resources, and commitment to collaboration make us the best choice to support the County's recovery efforts.

With over fifty-five (55) years of experience and more than **six hundred (600) successful disaster recovery projects** completed across sixteen (16) states—**including Florida**—CrowderGulf has developed one of the most capable recovery management teams in the nation. Our work has resulted in the removal, reduction, and disposal of over **four hundred twenty-five (425) million cubic yards of debris**, demonstrating our ability to meet and exceed the scope of work outlined by Polk County.

Commitment to Polk County

We understand the importance of a strong, cooperative relationship between the County and its contractor. CrowderGulf is committed to fostering a year-round partnership built on trust, transparency, and responsiveness. Our approach emphasizes open communication and collaboration to ensure services align with the County's priorities throughout the contract term. Since our last engagement with Polk County, we have implemented continuous improvement measures to strengthen our operations and ensure exceptional performance:

- **Dedicated, Experienced Project Management**: A veteran, experienced Project Manager will be assigned to Polk County for the duration of the contract—from activation through closeout—providing consistency and accountability. The Project Manager from the 2017 Hurricane Irma activation will not be assigned to any project within the County.
- **Revamped Subcontractor Pool**: We have thoroughly vetted and refined our subcontractor network to ensure quality and reliability. Subcontractors previously assigned to Polk County will not return for future activations.
- **Selective Contract Approach**: CrowderGulf takes a strategic approach to contract bidding, reducing saturation and enabling us to dedicate resources and attention to building strong client relationships.
- **Support for DMS and Final Disposal**: Our team will assist Polk County in identifying Debris Management Sites (DMS) and Final Disposal Sites (FDS), ensuring all sites are approved by the County prior to use and fully compliant with the Florida Department of Environmental Protection (FDEP) and other regulatory requirements.

Highlights of Past Projects in Florida

- **2025 APWA 5-Year Public Works Directors Roundtable Appreciation Award**
- **2023 APWA Award of Excellence**
- 2022 Hurricanes Ian & Nicole – 44 Contracts Activated – 62 DMS Managed – $412,363,005 – 19,160,671 Total Cubic Yards
- 2018 Hurricane Michael (FL, GA) – 16 Activations – $252,281,133 Invoice Amount – 12,256,345 Total Cubic Yards
- **2017 Hurricane Irma – American Public Works Association (APWA) – 2018 Contractor of the Year (City of Punta Gorda, FL)**

Proven Expertise and Resources

CrowderGulf brings unmatched experience and resources to disaster debris management. Our management team includes former FEMA Directors, Emergency Managers and certified Debris Specialists with decades of hands-on field experience. This expertise ensures that every aspect of debris operations, from initial mobilization to final closeout, is executed with precision, compliance, and efficiency.

Our personnel hold numerous FEMA and OSHA certifications in emergency management, safety, and environmental compliance and remain engaged from contract activation through closeout. This commitment to training and professional development means our team is fully prepared to navigate complex regulatory requirements, **including FEMA Public Assistance Program and Policy Guidelines and 2 CFR compliance**. We also provide **year-round "blue-sky" planning and training at no cost**, helping our clients strengthen readiness before disaster strikes.

Beyond expertise, CrowderGulf maintains a robust inventory of heavy equipment and a vetted network of subcontractors, ensuring rapid deployment and scalability for any event. Our selective approach to contract bidding reduces saturation, allowing us to dedicate resources and attention to Polk County when needed most.

Financial strength is another cornerstone of our reliability. CrowderGulf maintains substantial bonding capacity and a strong line of credit, enabling uninterrupted operations and timely, weekly subcontractor payments—even in the event of delayed reimbursements. This financial stability ensures that Polk County can count on us to deliver without compromise, even during concurrent contract activations. CrowderGulf has always met all financial obligations without interruption.

AGGREGATE BONDING CAPACITY	**$ 1,000,000,000**
SINGLE BONDING CAPACITY	**$ 250,000,000**
OTHER AVAILABLE FUNDING	**$ 150,000,000**

We also maintain ***all required insurances***, including General Liability, Personal Injury, Workers Compensation, Automobile/Equipment Liability, as well as Maritime Insurance, providing full protection for the County throughout the contract term. Additional information regarding insurance is included in our proposal.

Your Local Team

Don Madio, Florida Regional Director, and **Joe Hayes, Senior Project Manager and Regional Manager**, will serve as primary points of contact for Polk County. Both have extensive experience managing disaster recovery operations in Florida and are committed to supporting the County throughout the contract term. Our management team will be available to attend any meetings and is committed to being involved in day-to-day operations and any issues that may arise.

Most recently, Don and Joe managed multiple concurrent activations following Hurricanes Irma, Michael, Ian, and Milton, and will provide valuable knowledge and experience with an inherent commitment and dedication to Polk County.

- **Don Madio**: 813-285-8749 | dmadio@crowdergulf.com
- **Joe Hayes**: 561-315-1360 | jhayes@crowdergulf.com
- **CrowderGulf Disaster Assistance Office**: 1-800-992-6207

Services

CrowderGulf has encountered and successfully handled everything within the County's Scope of Work identified in the RFP, demonstrated in the Past Performance section of this proposal. This includes removal of eligible disaster-related vegetation, construction & demolition (C&D), hazardous waste, white goods, e-goods, stump removal, marine debris removal, debris reduction and disposal etc.

Our Disaster Management Services include the following:

Pre Planning and Training	Waterway Debris Removal	Demolition
Emergency Road Clearance	Marine Salvage	Dredging
ROW & ROW Debris Removal	Bio-Mass Recycling	Portable Housing
Development & Operation of DMS	Derelict Vehicle and Abandoned Vehicle Removal	Levee Construction
Final Debris Disposal	Removal & Disposal of White Goods & E-Goods	Sonar Scanning
Hazardous Materials Handling	Tree Trimming and Removal (leaners /hangers)	Marine Construction
Technical Disaster Recovery Assistance	Sand Removal, Screening & Beach Restoration	Cellular Tower Construction
Historic Property Preservation	Temporary Ice, Water and Other Consumables	Road and Utility Work
Bulkhead and Pier Replacement Pile Driving	Temporary Power Services/Generators	Land Clearing and Site Prep

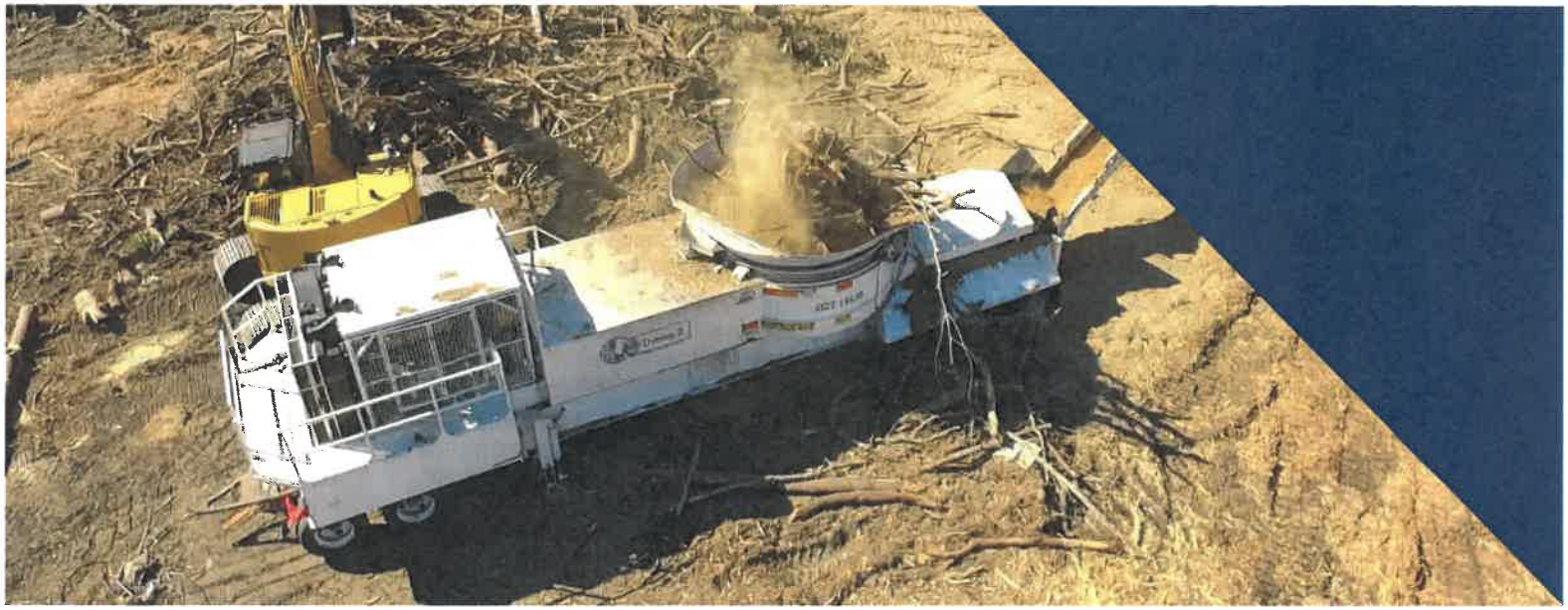
We greatly appreciate the opportunity to submit this proposal and look forward to building a strong, collaborative relationship with Polk County. Our team is prepared to exceed expectations and deliver safe, efficient, and compliant debris management services.

As the President of CrowderGulf, I attest that this proposal is presented in fairness and in good faith without collusion or fraud and I, Ashley Ramsay-Naile, have the authority to bind CrowderGulf in all transactions relative to the award of **RFP #26-011.** In addition, Reid Loper, Vice President, also has the authority to bind the company.

Best Regards,

Ashley Ramsay-Naile

Ashley Ramsay-Naile, President
jramsay@crowdergulf.com / knoll@crowdergulf.com
Ph: 646-872-1548 / (800) 992-6207



CROWDER GULF

Tab 3. Compensation Schedule



Polk County, FL

RFP 26-011 for Disaster Debris Removal Services

Addendum # 6

Revised Attachment "B"

PROPOSAL PRICE SHEETS

DISASTER DEBRIS REMOVAL SERVICES

THE FOLLOWING ARE SUBMITTED BY THE BIDDER FOR THE PURPOSE OF:

A. Arriving at an estimated total price.

B. Establishing price factors to be utilized in adjusting the estimated total price resulting from modification(s) issued or annual renewals.

Clarification of pay items

A. Disposal costs at final site as designated by the County shall be the responsibility of the County.

B. Mileage noted in the Price Sheet shall be based on a one-way haul distance.

C. Line item 2: Work consists of the demolition, collection, transportation, and disposal of eligible C&D debris to an approved TDSRS or hazardouse waste final site. Demolition of structures and debris removal shall be calculated at a cubic yard rate.

D. Line item 6: The Contractor shall invoice the County for hazardous stump removal, backfilling, and hauling to the TDSRS utilizing the categories noted.

Revised Attachment "B"

Item No.	Description	UoM	Unit Price
	Level 1: 0 - 50,000 CY of Debris		
1	Gathering, pick-up, and hauling debris to TDSRS		
	A. 0 - 20 miles	CY	$12.00
	B. Over 20 miles	CY	$14.00
2	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site		
	A. 0 - 20 miles	CY	$24.00
	B. Over 20 miles	CY	$28.00
3	Site management and processing of debris at TDSRS		
	A. Grinding	CY	$6.50
	B. Burning	CY	$5.50
4	Removal of eligible leaning trees and eligible hanging limbs		
	A. 6" - 12.99" diameter tree	EA	$200.00
	B. 13" - 24.99" diameter tree	EA	$300.00
	C. 25" - 36.99 diameter tree	EA	$400.00
	D. 37" - 48.99" diameter tree	EA	$500.00
	E. 49" and greater diameter tree	EA	$600.00

Item No.	Description	UoM	Unit Price
	F. Removal of all hanging limbs per tree	EA	$125.00
5	Loading and hauling processed debris from TDSRS to final disposal site		
	A. 0 - 40 miles	CY	$8.00
	B. Over 40 miles	CY	$10.00
6	Hazardous stumps		
	A. 24.01" - 36.99" diameter	EA	$350.00
	B. 37" - 48.99" diameter	EA	$450.00
	C. 49" and greater diameter	EA	$550.00
7	Dead animal collection, transportation, and disposal	LB	$1.00
8	Removal, transport, and disposal of eligible household hazardous waste	LB	$9.00
9	Removal, transport, and disposal of disaster generated hazardous waste	LB	$9.00
	Level 2: 50,000 - 200,000 CY of Debris		
1	Gathering, pick-up, and hauling debris to TDSRS		
	A. 0 - 20 miles	CY	$9.00
	B. Over 20 miles	CY	$10.00
2	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site		
	A. 0 - 20 miles	CY	$22.00
	B. Over 20 miles	CY	$26.00
3	Site management and processing of debris at TDSRS		
	A. Grinding	CY	$5.00
	B. Burning	CY	$4.25
4	Removal of eligible leaning trees and eligible hanging limbs		
	A. 6" - 12.99" diameter tree	EA	$100.00
	B. 13" - 24.99" diameter tree	EA	$200.00
	C. 25" - 36.99 diameter tree	EA	$300.00
	D. 37" - 48.99" diameter tree	EA	$400.00
	E. 49" and greater diameter tree	EA	$500.00
	F. Removal of all hanging limbs per tree	EA	$100.00
5	Loading and hauling processed debris from TDSRS to final disposal site		
	A. 0 - 40 miles	CY	$6.90
	B. Over 40 miles	CY	$8.00
6	Hazardous stumps		
	A. 24.01" - 36.99" diameter	EA	$300.00
	B. 37" - 48.99" diameter	EA	$400.00
	C. 49" and greater diameter	EA	$500.00
7	Dead animal collection, transportation, and disposal	LB	$1.00
8	Removal, transport, and disposal of eligible household hazardous waste	LB	$8.00
9	Removal, transport, and disposal of disaster generated hazardous waste	LB	$8.00
	Level 3: Greater than 200,000 CY of Debris		
1	Gathering, pick-up, and hauling debris to TDSRS		
	A. 0 - 20 miles	CY	$8.50

Item No.	Description	UoM	Unit Price
	B. Over 20 miles	CY	$9.50
2	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site		
	A. 0 - 20 miles	CY	$18.00
	B. Over 20 miles	CY	$24.00
3	Site management and processing of debris at TDSRS		
	A. Grinding	CY	$4.50
	B. Burning	CY	$3.75
4	Removal of eligible leaning trees and eligible hanging limbs		
	A. 6" - 12.99" diameter tree	EA	$80.00
	B. 13" - 24.99" diameter tree	EA	$160.00
	C. 25" - 36.99 diameter tree	EA	$260.00
	D. 37" - 48.99" diameter tree	EA	$360.00
	E. 49" and greater diameter tree	EA	$400.00
	F. Removal of all hanging limbs per tree	EA	$90.00
5	Loading and hauling processed debris from TDSRS to final disposal site		
	A. 0 - 40 miles	CY	$6.00
	B. Over 40 miles	CY	$7.50
6	Hazardous stumps		
	A. 24.01" - 36.99" diameter	EA	$250.00
	B. 37" - 48.99" diameter	EA	$350.00
	C. 49" and greater diameter	EA	$450.00
7	Dead animal collection, transportation, and disposal	LB	$1.00
8	Removal, transport, and disposal of eligible household hazardous waste	LB	$7.00
9	Removal, transport, and disposal of disaster generated hazardous waste	LB	$7.00
	GRAND TOTAL		$9,006.90
	Equipment Type with Operator		
	County will reimburse at the FEMA approved rates.		
	Labor Category		
	County will reimburse at the FEMA approved rates.		

CrowderGulf Notes and Additional Offered Rates for Polk County, FL

Level 1: 0-50,000 CYS of Debris

- Line item 2 – our rate is for NON-RACM Demolitions.
- Line Item 3 A. Grinding – our rate is valid for C&D compaction as well.
- Line Item 4 – Tree Removal Operations – our rate is for cut and drop only. All remaining debris will be hauled under ROW rates.

Level 2: 50,000-200,000 CYS of Debris

- Line item 2 – our rate is for NON-RACM Demolitions.
- Line Item 3 A. Grinding – our rate is valid for C&D compaction as well.
- Line Item 4 – Tree Removal Operations – our rate is for cut and drop only. All remaining debris will be hauled under ROW rates.

Level 3: > 200,000 CYS of Debris

- Line item 2 – our rate is for NON-RACM Demolitions.
- Line Item 3 A. Grinding – our rate is valid for C&D compaction as well.
- Line Item 4 – Tree Removal Operations – our rate is for cut and drop only. All remaining debris will be hauled under ROW rates.

Tipping / disposal fees for all line items will be a pass through cost for any fees not paid directly by the County.

Additional Offered Rates:

1. Waterway debris removal & hauled to DMS or Final Disposal:

    Land Based Operations = $52.00 per CY

    Water Based Operations = $125.00 per CY

2. Collection of E-Waste or White Goods from ROW and hauled to DMS or Final Disposal = $45.00 per Unit

3. Freon Extraction = $45.00 per Unit



CROWDER GULF

Tab 4. Experience



Polk County, FL

RFP 26-011 for Disaster Debris Removal Services

Tab 4. Experience

CrowderGulf At-A-Glance

CrowderGulf is a leading disaster debris management and response company with 55 years of successful experience in debris management, removal, and disposal services. We utilize the best management practices to reduce risk, enhance productivity, and provide cost effective project delivery to all clients. CrowderGulf manages a self-sustaining, well-organized, efficient operation during all contract activations.

- **Bases of Operation:**

Primary **Mobile, Alabama**

Satellite Offices Palm Harbor, West Palm Beach, Winter Garden, Wellington, New Smyrna Beach, Miami, Florida
D'Iberville, Mississippi
Robbinsville, New Jersey
New Orleans, Baton Rouge, Louisiana
Hilton Head Island, Laurens, South Carolina
Denton, Portland, and Austin, Texas
Richmond, Virginia

- **Never failed to complete** all contract obligations and never defaulted on a contract.
- Committed to the **same highly skilled qualified Project Management Team remaining with the project** from start to finish.
- Large cadre of management personnel with extensive disaster debris training and experience.
- **Completed simultaneous** debris projects after all major hurricanes **since 1969.**
- Successfully completed over **600 FEMA funded** disaster recovery projects.
- Effectively removed, managed and disposed of over **425 million cubic yards of debris.**
- Industry leader in **waterway debris removal**, including work from New Jersey to Texas.
- Fully committed to using local citizens and qualified local subcontractors to the maximum extent, including Minority Business Enterprise (MBE) owners.
- **No lawsuits, liens or judgments by clients ever** filed or pending and no bankruptcy proceedings filed or pending.
- **No lawsuits, liens or judgments by CrowderGulf** to clients ever filed.
- Over **$150 million** of company-owned/leased equipment available for rapid response.
- Experienced in always providing unlimited support and accurate FEMA compliant documentation to ensure that no clients are denied reimbursement.
- CrowderGulf offers a well-developed, adaptable, and proven Debris Management Plan that is reviewed and revised after every event.
- Quality Control always maintained to reinforce the "Clean as You Go" policy for debris removal.
- Technical advice and training available to all clients throughout the contract term, at no cost to client.
- Significant financial strength:

AGGREGATE BONDING CAPACITY	**$ 1,000,000,000**
SINGLE BONDING CAPACITY	**$ 250,000,000**
OTHER AVAILABLE FUNDING	**$ 150,000,000**

Over Fifty-five Years of Debris Management Experience

CrowderGulf is a national full-service debris management company, with over **fifty-five years** of experience throughout the United States, helping communities, like Polk County, recover from disasters as rapidly and efficiently as possible. The roots of the company began in 1969, from the work of John and Woodie Ramsay, brothers, and recent graduates of Auburn University. They grew up truck farming in south Mobile County, AL, less than 10 miles from the Mississippi State line. When Hurricane Camille devastated the Mississippi Gulf Coast in 1969, the Ramsay brothers joined forces with local contractors, to clean up Biloxi, MS and much of the Gulf Coast.

In 1984, as the brothers' work branched out into other areas, they began doing business as Gulf Equipment Corporation, as an Alabama General Contractor licensed in seven Southeastern states. Based on the work generated, they developed three divisions in Gulf Equipment: tower erection, construction, and disaster debris management.

In 2002, CrowderGulf was formally created by John Ramsay, as an independent disaster debris management company. John's honesty, reliability and respect for all clients, along with his extensive knowledge and experience in disaster debris cleanup, were key to the strong qualified team that he built over the years. Today, **Ashley Ramsay-Naile**, John's oldest daughter, is president of CrowderGulf. Ashley has continued to build a strong, qualified team, using her years of experience and excellent management skills to continue to grow and improve the Company.

During the last five decades, the Company has managed over **600 disaster recovery projects in 17 states and has successfully removed, reduced and disposed of over 425 million cubic yards of debris.** CrowderGulf's current and past performance, as highlighted in this proposal, demonstrates our expertise in successfully completing multiple contracts simultaneously, regardless of their locations or the amount of damage.

CrowderGulf has responded to numerous natural and manmade disasters that activated hundreds of contracts, each involving its own unique challenges and circumstances. Having performed debris management operations across the United States, CrowderGulf has encountered and successfully handled everything within the County's Scope of Work identified in this RFP. We are committed to completing every project in a minimum amount of time and in a safe, orderly, and practical manner. CrowderGulf contracts have involved disaster debris work in all eligible areas identified in FEMA's Public Assistance Program, Category A. The confidence that we can deliver services to the County effectively and efficiently is bred from our past successes.

All disaster management work is completed in full regulatory compliance with all local, state and federal agencies involved in disaster recovery, **including the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), the Environmental Protection Agency (EPA), the Florida Department of Environmental Protection (FDEP), The Florida Department of Transportation (FDOT), the Florida Department of Health (FDOH), and the Florida Division of Emergency Management (FDEM).** This commitment to regulatory detail has earned CrowderGulf a reputation as a company of integrity, dependability and reliability.

CrowderGulf is committed to working as a team with County personnel to facilitate the pre-planning that will ensure a smooth debris removal operation in the event of a disaster. We can assist in preparing and updating Debris Management, Emergency Operations and Mitigation Plans. In addition, CrowderGulf will provide preparedness training designed specifically to meet the needs of the County. **Our training and technical advice are provided free of charge throughout the contract term.**

The CrowderGulf Staff will provide Polk County with priority service, quality performance and expert on-site management. The combination of CrowderGulf's human resources, extensive equipment inventory, financial capacity and experienced subcontracting teams, allows the company to honor all contractual commitments with dispatch and efficiency, regardless of geographic location or size of disaster. The depth of these integrated components will also allow CrowderGulf to respond to those special needs of the County that may not have been considered in the pre-event contract.

Past Projects

2022 Hurricane Ian – Lee County, FL

Time Period: *09/30/2022-10/31/2023*

Funding Source: *FEMA DR-4673-FL*

Amount Invoiced: *$136,279,075*

Volume Removed: *8,135,961 Cubic Yards*

Number of DMS Managed: *18*

Lee County
Southwest Florida

Lee County Contact Information:

Kylar Johnson, Public Utilities Manager
1500 Monroe St., Fort Myers, Florida 33901
O: (239) 533-8000, **C:** (239) 672-0195
Email: Kjohnson2@leegov.com

CrowderGulf Key Personnel:

Joe Hayes – Regional Manager
Don Madio – Regional Director
Nick Pratt – Director of Operations

In the late afternoon hours of September 28th, 2022, Hurricane Ian made landfall in Cayo Costa, Florida as a later recategorized Category 5 hurricane: slamming into the Southwest Florida coastline with a fifteen-foot wall of surge and wind speeds more than 160 mph. The resulting operational environment, emergent challenges, and overwhelming austerity of the devastated coastline set the stage for a historic response in the wake of this catastrophic storm. Ian's fatal surge, paired with its relentless winds, claimed over 160 lives and caused over 112 billion dollars in damage: making it the second deadliest storm on record, and the costliest storm to ever make landfall in the State of Florida.

In the days leading up to landfall of Hurricane Ian, CrowderGulf senior staff and key members of the Lee County Solid Waste Department established communication and began high level communication and coordination on a potential debris mission related to Ian. Relying on a longstanding relationship, and a comprehensive framework of planning and preparation methodically structured by year-round coordination and successful past performance, both Lee County and CrowderGulf prepared for an imminent large-scale response. CrowderGulf's Senior Project Manager reported to the Lee County Emergency Operations Center in the early morning hours following the storm and immediately began conducting aerial damage assessments with the Lee County Sheriff's Office Aviation Unit. Upon approach over coastal Lee County and the barrier islands, the devastating impacts of Ian's pounding surge and blistering winds were clear, leaving the coastline etched with truly catastrophic destruction. Multiple coastal bridges experienced catastrophic failures because of the historic surge, leaving entire spans of the Sanibel Causeway in collapse and the Matlacha Pass Bridge washed into the coastal waters, taking with it the historic fishing village of Matlacha. With the County's coastal communities left inaccessible, it quickly became apparent that the distinct and historic nature of Ian's devastation would require an unprecedented response.

Having prepositioned an extensive fleet of resources and personnel throughout the State, additional key members of CrowderGulf's senior staff and over one hundred Emergency PUSH crews were on the ground just hours after the first round of aerial assessments the morning following landfall. With CrowderGulf's Senior Project Manager filling an advisory role for State and County Leadership in the County's EOC, CrowderGulf's Director of Operations began mobilizing additional prepositioned resources as well as the fleet of specialized equipment and operators needed to conduct the full-scale barge operation that would serve as a lifeline for the coastal communities isolated by Ian's devastation. CrowderGulf's Director of Safety began damage assessments from the ground, focusing on the emergent safety concerns stemming from the austere operational environment.



In total, CrowderGulf removed over ***6.3 Million Cubic Yards*** of debris from Lee County Rights-of-Ways. Dedicated planning, and proof of concept through practical application, made up the framework of contingencies that allowed CrowderGulf the immediate operational infrastructure needed to account for the scope of Hurricane Ian, and allowed CrowderGulf's senior staff to augment the rapidly evolving response with specialized operations and innovative solutions to the unique challenges created by the storm's historic devastation.

Additional work performed under the scope of the Lee County pre-event contract includes:

- ***The collection, management, and disposal of 461 Tons of Household Hazardous Waste (HHW)***, keeping environmental safety and compliance at the forefront of operations, and playing a critical role in protecting Lee County's sensitive coastal eco-systems from further devastation in the wake of Ian.
- ***The collection, management, reduction, and disposal of 12,493 White Goods***, adding an additional layer to CrowderGulf's role in safeguarding the environmentally sensitive areas of the county by properly removing and disposing of freon, as well as compacting and recycling the inert components of each unit.
- ***The collection and disposal of over 10,000 units of E-Waste***, further augmenting the dedicated removal and responsible disposal of mass volumes of hazardous debris streams posing the largest ecological threats to the environment of Lee County, and more broadly, the sensitive eco-systems of coastal Southwest Florida.
- ***The removal of over 6,000 Hazardous Trees, and nearly 40,000 Hazardous Hanging Limbs*** that posed an imminent threat to Lee County right of ways, and public safety at large.
- ***Specialized debris removal operations at over 60 School District of Lee County Schools,*** including a substantial hazardous tree removal operation that restored safe access to schools across the county, and allowed SDLC schools to reopen just weeks removed from landfall.
- ***Specialized debris removal operations at over 200 Lee County Parks and Facilities,*** including: all Lee County Parks, Lee County Emergency Services facilities, Lee County Utilities compounds/ features, Lee County Libraries, Lee County BoCC administrative buildings, Lee County Department of Transportation facilities, Lee County Transit compounds, and Lee County Health Department facilities. These operations required enhanced logistical planning due to the multiple scopes and the urgent need to restore access to vital county resources, while also ensuring the safety of Lee County personnel and the county's many citizens in desperate need of service.
- ***The clearance, staging, management, screening, and replacement of nearly 150,000 Cubic Yards of debris contaminated sand,*** identifying, securing, and utilizing *14 separate staging sites* to accommodate the mass volumes displaced by Ian. This extensive cradle to grave operation saw CrowderGulf charged with clearing, screening, and ultimately restoring the County's beaches. CrowderGulf's county-led screening operation, in conjunction with CrowderGulf's municipal beach debris removal operations, charged CrowderGulf with a key role in the restoration of the county's many beloved and historically significant beaches.
- ***Debris management for Lee County Natural Resources waterway debris removal program,*** including site management, reduction, and disposal of nearly ***250,000 Cubic Yards*** of waterborne vegetative and construction and demolition debris (C&D). At Lee County's request, CrowderGulf allocated additional resources, equipment, and personnel to the Natural Resource Department's effort, sharing use of three of its debris management sites (DMS) throughout the county, and played a critical role in restoring Lee County's waterways. CrowderGulf supported the Natural Resources Department and its contractor through 2 separate administrative and operational phases, seamlessly integrating the external operations into the dozens of CrowderGulf operations ongoing within Lee County.
- ***The staging, management, processing, and haul-out of reduced debris from Lee County DMS to final disposal sites (FDS)*** throughout the Tri-County area. Lee County's over ***6.3 Million Cubic Yards*** was comprised of nearly ***2.3 Million Cubic Yards of Construction and Demolition Debris (C&D)*** and nearly ***4 Million Cubic Yards of Vegetative Debris***. While the bulk of the volume collected throughout the county was comprised of traditional debris streams, the overwhelming volume totals were further compounded by the atypical ratio of C&D debris, posing distinct challenges throughout the entire debris management process. Successfully managing the overall debris volume, while accounting for the additional unique considerations defined by Ian's impacts, is a testament to both CrowderGulf's dynamic capabilities, and the dedicated planning effort between client and contractor.

2022 Hurricane Ian – City of Sanibel, FL

Time Period: *10/01/2022-07/24/2023*

Funding Source: *FEMA DR-4673-FL*

Amount Invoiced: *$ 56,243,244* **Number of DMS Managed:** *7*

Volume Removed: *1,923,997 cubic yards*

City of Sanibel Contact Information:

Scott Krawczuk, Public Works Deputy Director
Address: 800 Dunlop Road Sanibel, FL 33957
Phone: (239) 472-6397/ (239) 770-2554
Email: Scott.krawczuk@mysanibel.com

CrowderGulf Key Personnel:

Barrett Holmes – Regional Director
Reid Loper – Senior Vice President
Nick Pratt – Director of Operations

On September 28, 2022 Hurricane Ian made landfall on Sanibel Island as a deadly Category 4 Hurricane. Maximum sustained winds of 155 mph and a storm surge inundation of an unprecedented 12 to 18 feet caused catastrophic damage to Sanibel Island and the causeway linking island to the mainland. The causeway was breeched in multiple locations, and it would be weeks before Florida Department of Transportation could make temporary repairs.



The causeway damage did not hinder CrowderGulf's efforts to begin recovery operations. Following rapid aerial and ground assessments operations were underway. CrowderGulf immediately began coordinating, managing and supervising barge operations to ensure critical equipment, supplies and logistical support were available to enable a rapid recovery on the island. On October 3, 2022, CrowderGulf landed the first barge of heavy equipment on Sanibel Island to begin emergency push operations to clear debris and sand from roads to begin recovery. Within the next several weeks, CrowderGulf transported over 1,200 pieces of essential equipment and supplies to Sanibel Island. All Equipment, material and supplies necessary to support debris removal operations were transported by barge: debris removal trucks, Heavy loaders, excavators, skid steers, fuel trucks, water trucks, maintenance/support trucks, buckets trucks, and campers for housing. Additionally, barge transportation for other agencies was vital to expedite recovery: electrical utility trucks, fire trucks, police vehicles, refrigeration vans, propone tankers and fuel trucks were the many vehicles that were transported by barge.



Due to the extensive damage caused by Hurricane Ian, CrowderGulf established 5 debris management sites to remove and process over 2.2 million cubic yards of storm debris from the Island, including Lee County maintained Captiva. The effort also included safely removing 13,154 hazardous trees/limbs from roadways and bike trails, 15,583 white goods, 7,102 pieces of electronic waste and 6,873 pounds of household hazardous waste. One of the construction and demolition debris management sites was reclaimed to provide a nature preserve to the Sanibel Captiva Conservation Foundation (SCCF). During the debris removal operations, nesting bald eagles raised a pair of young fledglings adjacent to the debris management site. The Puschel Preserve Eagles were quite famous and became a symbol of resilience and recovery for the residents of Sanibel Island. The Puschel Preserve will serve as a lasting reminder that a beautiful and sustainable park was created following the devastation of Hurricane Ian for the residents and visitors of Sanibel Island to enjoy for generations to come.

Additionally, 12,357 cubic yards of bulk beach debris and 3,823 cubic yards of dirty sand was screened and processed. This enabled the City of Sanibel to open 3 beach parks and 7 beach access points so residents and tourists could once again begin enjoying the beaches on Sanibel Island.





2024 Hurricanes Helene & Milton – City of St. Petersburg, FL

Time Period:
10/11/2024 – 02/05/2025

Amount Invoiced: *$89,344,939*

Funding Source: FEMA DR-4828-FL/ DR-4834-FL **Number of DMS Managed:** 4

Volume Removed: *2,161,481 cubic yards*

Client Contact Information:
Bob Turner, Assistant. Director, Sanitation
Address: 2001 28th St N, Saint Petersburg, FL 33713
Phone: 727-239-9380
Email: Robert.Turner1@stpete.org

CrowderGulf Key Personnel:
Nick Pratt – Director of Operations
Don Madio – Regional Director
Max Clark – Project Manager

On September 26, 2024, Hurricane Helene struck the west coast of Florida. Its surge caused massive flooding in thousands of homes throughout the city. Less than two weeks later, Hurricane Milton struck as a category 3 storm—the second-most intense Atlantic hurricane ever recorded over the Gulf of Mexico. The city had never dealt with such an unprecedented situation. Helene was mostly a flooding event, however, Milton packed 110+ mph winds displacing debris across the city.



CrowderGulf crews and personnel were already working in the city following Hurricane Helene, but Milton called for hundreds of additional resources. More than 100 trucks and crews worked around the clock to remove and dispose of over 2.15 million cubic yards of debris. Four debris management sites (DMS) were used to process and reduce the debris that both storms generated. A citizen drop-off site was also seamlessly integrated into CrowderGulf debris management operations. The vegetative debris was reduced via grinding. C&D was compacted using specialized equipment. Over 5,000 White Goods, 20,000 units of E-Waste and over 850,000 lbs. of Hazardous Household Material were taken to an approved holding facility before final disposal. 160 hazardous trees were removed along with 26,000 hazardous limbs. Crews also removed over 70 hazardous stumps. CrowderGulf restored all four sites to their pre-use condition and completed all operations within 120 days.



2024 Hurricane Milton – City of Dunedin, FL

Time Period:
10/15/2024 – 12/21/2024, 11/1/2024 - Ongoing

City of DUNEDIN Florida

Amount Invoiced: *$89,344,939/ $1,400,000 (NRCS)*

Funding Source: FEMA DR-4828-FL/ DR-4834-FL/ NRCS **Number of DMS Managed:** 1

Volume Removed: *113,306 cubic yards/ 13,000+ cubic yards (NRCS)*

Client Contact Information:

Bill Pickrum, Director of Solid Waste
Address: 1070 Virginia St. Dunedin, FL 34698
Phone: 727-298-3215
Email: wpickrum@dunedin.fl

CrowderGulf Key Personnel:

Nick Pratt – Director of Operations
Don Madio – Florida Regional Director
Joseph Schley – Project Manager



In the fall of 2024, Hurricane's Helene and Milton generated more than 113,000 cubic yards of debris in the city of Dunedin. CrowderGulf responded with six self-loading truck and trailer units to remove several types of debris, including a large amount of C&D due to the unprecedent flooding caused by both storms. Crews also removed leaners, hangers, and stumps. One debris management site (DMS) was used to process all the material. Grinding of vegetation and compaction of C&D were the methods used for reduction. Over 240 white goods, 700 units of electronic waste, and over 74,000 pounds (37 Tons) of household hazardous waste were taken to an approved facility for final disposal. Debris removal, reduction, hazardous tree work, final disposal and site reclamation were all completed within 60 days.



In early November 2025, CrowderGulf began waterway debris removal operations for the City of Dunedin under Natural Resource Conservation Service (NRCS) grant funding. Critical city drainage channels sustained major damage and obstructions throughout the course of back-to-back tropical impacts in 2024, requiring both land-based and waterborne debris removal operations. For land-based applications, hand-labor, as well as specialized rubber-tired and rubber-tracked equipment are utilized to perform clearance and removal throughout low-access sections of the work area. For waterborne operations, a lightweight, high-floatation barge is utilized to access, clear, and remove debris from navigable sections of the impacted channels. This ongoing work is being conducted adjacent to and through both public and private property throughout the City of Dunedin, requiring enhanced coordination with city representatives, as well as commercial and private property owners throughout the area. The project's ongoing success is a tribute to CrowderGulf's capabilities and overall capacity to ensure not only a complete response across multiple project timelines and funding sources, but also our commitment to continued coordination with stakeholders through all phases of response and recovery.

2020 Hurricane Sally – Baldwin County, AL

Time Period:
09/25/2020 – 04/07/2021

Amount Invoiced: *$61,896,884*

Funding Source: *FEMA DR-4563-AL* **Number of DMS Managed:** *13*

Volume Removed: *5,656,294 Cubic Yards*

Client Contact Information:

Terri Graham - Baldwin County Solid Waste Director;
Address: 15140 County Road 49, Summerdale, AL 36580
Phone: (251) 972-8574
Email: TGraham@baldwincountyal.gov

CrowderGulf Key Personnel:

Nick Pratt – Director of Operations
Reid Loper – Vice President

Debris Management

Baldwin County is the southernmost county in the State of Alabama bordering the Gulf of Mexico. It is the largest County by area in the State, encompassing over 2,027 square miles of land mass and over 450 sq. miles of water. Baldwin County is one of the fastest growing Counties in Alabama and has a population of over 231,000 people.

The County had not experienced a landfall hurricane since Hurricane Ivan in 2004, but on September 16, 2020, Hurricane Sally made landfall in the County's municipal jurisdiction of Gulf Shores. On September 25th, 2020, the Baldwin County Commission authorized CrowderGulf to begin Right of Way (ROW) pickup of debris generated by this strong category 3 storm. CrowderGulf's debris management team and large cadre of self-loading grapple trucks began to remove the debris from the 1600 miles of county-maintained roadways. To effectively and efficiently manage the debris cleanup, CrowderGulf established, and managed 13 strategically located Debris Management Sites in the County. Our team worked closely with the Baldwin County Solid Waste Department and the County's monitoring company to certify and register over 70 trucks and trailers.

During the first week of clean up, CrowderGulf cleared over 263,752 cubic yards. After 30 days, CrowderGulf had cleared over 1,579,174 cubic yards from the ROW and cut approximately 27,727 dangerous or hazardous trees. The County experienced additional tropical storm force winds and rains from Hurricane Zeta which slowed the ability to utilize the established DMS. Despite setbacks encountered with the additional land falling storm, CrowderGulf was able to ramp up debris collection efforts and bring our debris removal totals to 3,162,952 cubic yards within the first 60 days of the project. At the conclusion of the project, CrowderGulf had removed, reduced and disposed of over *4,509,547 Cubic Yards of debris and removed and disposed over 39,799 trees, 6030 leaning trees along with 181 white good items and e-waste materials.*



Experience with Specialty Debris

CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including **Abandoned Vehicles and Vessels; Animal Carcass Removal, Demo Asbestos Containing Materials; Electronic waste (E-Waste); Freon and White Goods; Household Hazardous Waste (HHW); and Waterway (Sand, Beach, and Wet Marine Debris).** As mentioned above, CrowderGulf works in conjunction with all federal, state and local regulatory agencies and strictly follows all regulatory guidance. If removal and disposal is beyond the area of our expertise, we will use NEXGEN Environmental Inc., a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.

NXGEN ENVIRONMENTAL

The table below shows the **number of clients requiring specialty debris** removal in recent years:

Year	Event	Client / Location	E-Waste	Freon / White Goods	HHW	Waterway - Sand / Beach /	Abandoned Vehicles / Vessels	Dead Animal Removal	Demo / Asbestos Materials
2024	Hurricane Milton	Apopka, FL Bonita Springs, FL Brevard Co, FL Casselberry, FL Clearwater, FL Dunedin, FL Edgewater, FL FDEM Flagler Beach, FL Ft. Myers, FL Ft. Myers Beach, FL Hillsborough, FL Kissimmee, FL Lake Helen, FL Lee Co, FL Oak Hill, FL Okeechobee Co, FL Oldsmar, FL Orange Co, FL Ormond Beach, FL Ponce Inlet, FL Sanibel, FL Sanford, FL Sarasota Co, FL Sarasota Co. Schools, FL Sebastian, FL South Daytona, FL St. Petersburg, FL Tarpon Springs, FL Venice, FL Volusia Co, FL Winter Springs, FL	X	X	X			X	
2024	Hurricane Helene	Bonita Springs, FL Clay Co, FL Cleveland Co, FL Clearwater, FL Ft. Myers Beach, FL Garden City, GA Greenville, SC Laurens Electric, SC Laurens PW Lee Co, FL Liberty Co, GA	X	X	X				

Year	Event	Client / Location	E-Waste	Freon / White Goods	HHW	Waterway – Sand / Beach /	Abandoned Vehicles / Vessels	Dead Animal Removal	Demo / Asbestos Materials
		Lyman, SC							
		Port Wentworth, GA							
		Sarasota Co, FL							
		SC DOT							
		St. Petersburg, FL							
		Tarpon Springs, FL							
		Thomas Co, GA							
		Ware Co, GA							
2024	Hurricane Beryl	Angleton, TX	X	X	X				
		Alvin, TX							
		Bayou Vista, TX							
		Baytown, TX							
		Brazoria Co, TX							
		Brazoria, TX							
		Brookside Village, TX							
		Dickinson, TX							
		Friendswood, TX							
		Hitchcock, TX							
		Iowa Colony, TX							
		Lake Jackson, TX							
		LaMarque, TX							
		League City, TX							
		Liberty Co, TX							
		Manvel, TX							
		Montgomery Co, TX							
		Webster, TX							
		West Columbia, TX							
	Flooding & Severe Storms	Montgomery Co, TX	X		X				
2022	Hurricane Ian	Bonita Springs, FL	X	X	X				
		Estero, FL	X	X	X				
		FL DEM							X
		Ft. Myers Beach, FL	X	X	X	X			
		Ft. Myers, FL	X	X					
		Lee County, FL	X	X	X				
		Sanibel, FL	X	X	X	X			
2021	Hurricane Ida	St. John Baptist Parish, LA	X	X	X	X			
	Flooding & Severe Storms	Calcasieu Parish, LA	X	X					
		Lake Charles, LA	X	X					
	Winter Storm	Friendswood, TX	X						
2020	Hurricane Sally	Baldwin County, AL	X	X					
		Gulf Shores, AL	X	X					
		Orange Beach, AL	X	X		X	X		
	Hurricane Laura	Calcasieu Parish, LA	X	X					
		DeQuincy, LA	X	X					
		Iowa, LA	X	X					
		Lake Charles, LA	X	X	X				
		Sulfur, LA		X	X				
		Texas GLO				X			
		Vinton, LA	X	X					
		Westlake, LA	X	X					
	Demo Project	Friendswood, TX							X
	Hurricane Hanna	GLO, Texas				X			

Year	Event	Client / Location	E-Waste	Freon / White Goods	HHW	Waterway – Sand / Beach /	Abandoned Vehicles / Vessels	Dead Animal Removal	Demo / Asbestos Materials
	T.S. Cristobal	Dauphin Island, AL				X			
		Harrison Co., MS				X			
2019	Tropical Storm Imelda	Montgomery Co, TX	X	X					
	Misc. & Special Project	Fort Myers Beach, FL				X			
		Dickinson, TX				X			
2018	Hurricanes Michael & Florence	Apalachicola, FL		X					
		Bay Co, FL		X		X			
		Dauphin Island, AL				X			
		Dog Island, FL							X
		Franklin Co, FL	X	X					
		Mexico Beach, FL				X			
	Hurricane Florence	Bald Head Island		X	X				
		Duplin Co, NC		X	X				
		North Topsail Beach, NC				X			
	Red Tide / Fish Kill	Barrier Island Park, Boca Grande, FL				X			
		Collier Co, FL				X			
		Ft. Myers Beach, FL				X			
		Lee Co, FL				X			
		Sanibel, FL				X			
		Sarasota Co, FL				X			
2017	Hurricane Irma	Apopka, FL				X			
		Collier County, FL				X			
		FL DEP – Waterway				X			
		Kissimmee, FL	X						
		Orange Co, FL				X			
		Tybee Island, GA		X					
	Hurricane Harvey	Alvin, TX	X	X	X				
		Aransas Co, TX		X	X				
		Baytown, TX	X	X	X				
		Brazoria Co, TX		X	X				
		Chambers Co, TX	X	X	X				
		Clear Lake Shores, TX	X	X	X				
		Dickinson, TX	X	X	X				
		Friendswood, TX	X	X	X				
		Galveston Co, TX	X	X					
		LaMarque, TX	X	X					
		League City, TX	X	X	X				
		Montgomery Co, TX	X	X	X				
		Nassau Bay, TX	X	X	X				
		Port Arthur, TX	X	X					
		Santa Fe, TX			X				
		Seabrook, TX		X	X				
		TX GLO				X			
		Webster, TX	X	X	X				

Past Performance Chart

The chart below contains a partial listing of contracted work accomplished by CrowderGulf as Prime Contractor for the past **5 years.** If CrowderGulf was activated to pre-position for emergency road clearing operations, the word "Push" is listed under the Description of Work. **Special projects such as Structural Demolitions, Private/ Commercial Property Debris Removal (PPDR/ CPDR) / ROE, Concrete, Public Areas/ Parks, Hazardous Waste, and Hazardous Stumps, and Waterway Debris Removal have been highlighted to illustrate our experience working with all debris types/ streams, throughout the United States.** Please feel free to contact any of our past clients for references regarding our past performance. A complete past performance list can be made available dating back to Hurricane Frederick in 1979, if requested.

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2025 Misc				
Georgetown, TX Flood 07/15/2025-07/29/2025	**Flood debris removal** **Removed & Disposed:** Waterway debris, leaners (3), hangers (42 trees), **Monitored** by Tetra Tech	$730,498	12,355	**April Haughey**, Assistant Public Works Director, 110 W L Walden Dr Georgetown, TX 78626,512-930-3527 April.Haughey@georgetowntx.gov
Henderson, KY Ice Storm 02/17/2025- 03/01/2025	**Removed & Disposed:** Veg Direct Haul	$404,434	22,469	**William Newman**, City Manager, 222 First St. Henderson, KY 42419, winewman@hendersonky.gov
Tyler, TX Straight Line Winds 2/14/2025-2/19/2025	**Removed & Disposed**: Mulch	$79,968	5,793	**Heather Leal**, Administrative Coordinator, P.O. Box 2039, Tyler, TX, 75710, 903-531-1393 hleal@tylertx.com
TX GLO – Rollover Additional Work 01/29/2025-02/07/2025	**Removed & Disposed**: Concrete and Rebar	$1,565,000	LS	**Rene Garcia**, Program Manager, 1700 N. Congress Ave, Austin, TX 78711, 512-463-5329 vendorinvoices@glo.texas.gov
2024 Hurricane Milton	**34 Activations – FEMA DR-4834-FL**	**$256,388,656**	**7,423,517**	
Apopka, FL 10/10/2024-1/11/2025	**Removed & Disposed:** Push Operations, Veg, Hangers (1,031 trees) Leaners (3); Storm Sewer Cleaning (2,344 LF); Reduced by Grinding (24,114 CY); (1) **DMS Site**; **Monitored** by Thompson	$743,933	24,114	**Josh Robinson**, Solid Waste Operations Manager,748 E. Cleveland St. Apopka, FL 32703, 407-703-1731 fax: 407-703-1748 jrobinson@apopka.net
Bonita Springs, FL 10/18/2024-1/4/25	**Removed & Disposed** Veg, C&D, HHW (4,040 Lbs); Reduced by Grinding (7,247 CY) & compaction (2,974 CY); (2) **DMS Site**; **Monitored** by Thompson	$387,266	10,221	**Matt Feeney**, Public Works Director, 9101 Bonita Beach Road, Bonita Springs, FL 34135, (239) 949-6246, matt.feeney@cityofbonitasprings.org
Brevard Co, FL 10/21/2024-11/18/2024	**Removed & Disposed** Veg, C&D, (1) **DMS Site**; **Monitored** by Tetra Tech	$2,020,176	136,949	**Tom Mulligan,** Solid Waste Director, 2725 Judge Fran Jamieson Way, Bldg. A-118, Viera, FL, (321) 543-1547, Thomas.mulligan@brevardfl.gov
Casselberry, FL 10/19/2024-1/2/2025	**Removed & Disposed** Veg, Hangers (90 trees), Leaners (26); Reduced by Grinding (12.254 CY); (1) **DMS Site**; **Monitored** by Thompson	$625,696	12,154	**Chuck Smith**, Parks & Facilities Superintendent, 95 Triplet Lake Dr., Casselberry, FL 32707, (407) 262-7725, csmith@casselberry.org
Clearwater, FL 10/10/2024-03/04/2025	**Removed & Disposed:** Push Operations, Veg, C&D, Beach debris, Hangers (5,745 trees), Leaners (35), Stumps (39), E-waste (398), White Goods (110), HHW (176,959 Lbs); Reduced by Grinding (248,383.45 CY) & Compaction (104,154 CY); (3) **DMS Sites**; **Monitored** by Tetra Tech	$10,340,603	239,477	**Jevon Graham**, Emergency Management Division Chief, 1140 Court Street, Clearwater, FL 33756, (727) 562-4334, Jevon.Graham@myclearwater.com
Dunedin, FL 10/15/2024-12/21/2024	**Removed & Disposed** City Hauls (85,032 CY), Veg, C&D, E-waste (658), White Goods (243), HHW (74,340 Lbs); Reduced by Grinding (68,440 CY) and Compaction (44,896 CY); (1) **DMS Site**; **Monitored** by Tetra Tech	$5,250,776	113,306	**William Pickrum,** Director Solid Waste 1070 Virginia St. Dunedin, FL 34698 727-298-3215 wpickrum@dunedinfl.net

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Edgewater, FL 10/18/2024-12/11/2024	**Removed & Disposed** Veg; Reduced by Grinding (23,142 CY); (1) **DMS Site**; **Monitored** by Thompson	$492,433	30,132	**Brenda Dewees**, Environmental Services Director, 409 Mango Tree Drive, Edgewater, FL 32132, (386) 424-2400 ext4007, BDewees@cityofedgewater.org
FDEM 10/15/2024-10/26/2024	**Removed & Disposed** Veg, C&D, White Goods (414); **Monitored** by CDR McGuire	$3,049,120	54,172	**Cameron Morris**, AC Disaster Consulting 770-855-7330 cmorris@acdisaster.com
Flagler Beach, FL 10/21/2024-11/14/2024	**Removed & Disposed** Veg, C&D; **Monitored** by Tetra Tech	$69,027	5,725	**Larry Newsom**, City Manager, 105 South Second Street, Flagler Beach, FL 32136, (386) 517-2000 Ext 222, lnewsom@cityofflaglerbeach.com
Ft Myers Beach, FL 10/16/2024-12/12/2024	**Removed & Disposed** Veg, C&D, White Goods (29), HHW (47,540 Lbs) E-waste (343); Reduced by Grinding (424 CY) and Compaction (14,540 CY); (2) **DMS Site**; **Monitored** by Tetra Tech	$1,393,931	14,964	**Jason Freeman**, Fort Myers Beach Public Works Director – Address Pending - Fort Myers Beach, FL 33931, (239) 266-4673 1100, jasonf@fmbgov.com
Ft Myers, FL 10/14/2024-11/20/2024	**Removed & Disposed** Veg, C&D; Reduced by Grinding (45,478 CY); (2) **DMS Site**; **Monitored** by Thompson	$793,480	41,922	**Peter Bieniek**, City of Fort Myers Public Works Director2144 Arcadia Street, Fort Myers, FL 33916, (239) 321-8087. pbieniek@cityftmyers.com & **Donna Lovejoy**, Assist. Director of Public Works 2200 2nd Street, Fort Myers FL 33901 dlovejoy@cityftmyers.com, (239) 321-7451.
Hillsborough Co, FL 10/15/2024-3/7/2025	**Removed & Disposed** Veg, C&D, Citizen Site C&D & Veg, Hangers (9,544 trees), Leaners (1,060), White Goods (124); Reduced by Grinding (1,256,589 CY) and compaction (64,997 CY); (5) **DMS Site**; **Monitored** by Thompson	$39,473,803	1,403,842	**Sharon Spellman**, Chief Procurement Analyst, 601 E. Kennedy Blvd. Tampa, FL 33602 (813) 301-7092 spellmanS@HCFLGOV.net
Kissimmee, FL 10/24/2024-1/11/2025	**Removed & Disposed** Veg; Reduced by Grinding (7,907 CY) Compaction (539 CY); (1) **DMS Site**; **Monitored** by Thompson	$114,504	3,297	**Mr. Ashley Willis**, Asst. Dir PW /City Engineer, 101 N. Church Street, Kissimmee, FL 34741, (407) 518-2177, Ashley.willis@kissimmee.gov
Lake Helen, FL 11/7/2024-12/14/2024	**Removed & Disposed** Veg; Reduced by Grinding (14,668 CY); (1) **DMS Site**; **Monitored** by Tetra Tech	$295,048	14,668	**Jim Gleason**, City Administrator, 327 S. Lakeview Drive Lake Helen, FL 32744 (386) 228-2308 jgleason@lakehelen.org
Lee Co, FL 10/14/2024-03/04/2025	**Removed & Disposed** ROW, Parks, Commercial - Veg, C&D, Stumps (1), White Goods (1,679), Ewaste (104), HHW (410,310 lbs); Reduced by Grinding (257,393 CY) & Compaction (113,333 CY); (9) **DMS Site**; **Monitored** by Thompson	$26,753,699	448,484	**Kylar Johnson**, Public Utilities Manager – Recovery & Resiliency 1500 Monroe St., Fort Myers, Florida 33901, (239) 533-8000, kjohnson2@leegov.com
Oak Hill, FL 11/8/2024-11/23/2024	**Removed & Disposed** Veg; **Monitored** by Thompson	$213,968	10,771	**Jerome Adams**, City Clerk 234 US Hwy 1 Oak Hill, FL 32759 (386) 345-3522 AdamsJ@oakhillfl.gov
Okeechobee Co, FL 10/18/2024-12/9/2024	**Removed & Disposed** Veg, C&D; **Monitored** by Cullpepper & Terpening	$610,740	43,777	**Mitchell Smeykal**, EM Director, 707 NW 6th St Ave, Okeechobee, FL 34972, (863) 763-3212, msmeykal@co.okeechobee.fl.us
Orange Co, FL 10/18/2024-1/8/2025	**Removed & Disposed** Veg; Reduced by Grinding (39,681 CY); (2) **DMS Site**; **Monitored** by Tetra Tech	$728,245	42,556	**Ralphetta Aker**, PW Fiscal & Op Support Manager 4200 South John Young Parkway Orlando, FL 32839 Ofc: 407-836-8011 Fax: 407-836-7788 Ralphetta.Aker@ocfl.net **Jennifer Cummings** PW Storm water Manager 4200 S. John Young Pkwy Orland, FL 32839 Ofc: 407-836-7795 Cell: 321-689-7624 jennifer.cummings@ocfl.net
Ormond Beach, FL 10/17/2024-12/14/2024	**Removed & Disposed** Veg; Reduced by Grinding (88,452 CY); (1) **DMS Site**; **Monitored** by Thompson	$1,259,068	87,512	**Kevin Gray**, PW Ops Manager, 501 N. Orchard Street, Ormond Beach, FL 32174, (386) 676-3577, kevin.gray@ormondbeach.org
Ponce Inlet, FL 10/24/2024-11/9/2024	**Removed & Disposed** Veg; **Monitored** by Thompson	$81,766	8,498	**Dan Scales**, Public Safety Director, 4680 S. Peninsula Drive Ponce Inlet, FL 32127 (386) 322-6723 dscales@ponce-inlet.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Sanford, FL 10/16/2024-11/27/2024	**Removed & Disposed** Veg; Reduced by Grinding (9,775 CY); (1) **DMS Site; Monitored** by GMC	$174,026	5,887	**John Reichardt**, Public Works Ops Manager, 300 N Park Ave, Sanford, FL 32771, (407) 688-5080 Ext 5087, John.reichardt@sanfordfl.gov
Sanibel, FL 10/16/2024-1/27/2025	**Removed & Disposed** Veg, C&D, White Goods (171), Ewaste (13), HHW (48,240 lbs); Reduced by Grinding (46,845 CY) & compaction (11,041 CY); (1) **DMS Site; Monitored** by Thompson	$2,147,543	60,747	**Scott Krawczuk**, Public Works Deputy Director, 800 Dunlop Road, Sanibel, FL 33957, (239) 472-6397, scott.krawczuk@mysanibel.com
Sarasota Co, FL 10/16/2024-02/08/2025	**Removed & Disposed** ROW & Parks, Veg, C&D, Sand, Hangers (14,021 trees), Leaners (805), white goods (469); Reduced by Grinding (1,484,945 CY) and Compaction (162,004 CY); (8) **DMS Site; Monitored** by Tetra Tech	$48,027,431	1,758,130	**Lois Rose**, Solid Waste Manager, 4000 Knights Trail Road, Nokomis, FL 34275, (941) 861-1589, lerose@scgov.net
Sarasota Co, FL 6/11/2025-9/7/2025	**Non-FEMA Waterway Project** **Removed & Disposed** Soil; **Monitored** by Debris Tech	$1,328,965	31,145	**Lois Rose**, Solid Waste Manager, 4000 Knights Trail Road, Nokomis, FL 34275, (941) 861-1589, lerose@scgov.net
Sarasota Co Schools, FL 10/25/2024-1/11/2025	**Removed & Disposed** Veg; Reduced by Grinding (12,780 CY); (4) **DMS Site; Monitored** by Tetra Tech	$365,732	12,949	**Don Hampton**, Facilities Services Director, 1960 Landings Blvd. Sarasota, FL 34231 (941) 927-9000 Ext 68835, Don.Hampton@sarasotacountyschools.net
Sebastian, FL 10/20/2024-11/3/2024	**Removed & Disposed** Veg, C&D; Reduced by Grinding (13,693 CY); (1) **DMS Site; Monitored** by True North	$206,106	13,852	**Jessica Graham,** Procurement 1225 Main Street Sebastian, FL 32956 (772) 388-8231 jessgraham@cityofsebastian.org
South Daytona, FL 10/16/2024-12/12/2024	**Removed & Disposed** Veg, C&D; Reduced by Grinding; (1) **DMS Site; Monitored** by Tetra Tech	$379,922	18,592	**James Gillis,** City Manager, 1672 South Ridgewood Ave. South Daytona, FL 32119 (386) 322-3014 lgillis@southdaytona.org
St Petersburg, FL 10/11/2024-02/05/2025	**Removed & Disposed** Veg, C&D, Hangers (25,809 trees), Leaners (162), Stumps (73), White Goods (5,097), Ewaste (20,446), HHW (852,007 Lbs); Reduced by Grinding (1,576,930 CY) and Compaction (579,673 CY); (4) **DMS Site; Monitored** by Tetra Tech	$89,344,939	2,153,694	**Barbara Stalbird,** Parks & Rec Asst. Director1400 19th St. N St. Petersburg, FL 33713, 727-612-6399 Barbara.Stalbird@stpete.org **Robert Turner,** Solid Waste Asst. Director, 727-239-9380
Tarpon Springs, FL 10/14/2024-12/17/2024	**Removed & Disposed** Veg, C&D, Hangers (108 trees), White Goods (718), Ewaste (2,578), HHW (95,182 Lbs); Reduced by Grinding (99,859 CY) and Compaction (54,442 CY); (1) **DMS Site; Monitored** by Tetra Tech	$7,754,983	151,331	**Tom Funcheon,** Dir. Public Works, 324 East Pine Street Tarpon Springs, FL 34689 (727) 942-5606 tfuncheon@ctsfl.us
Tarpon Springs, FL 10/14/2024-12/18/2024	**Non-FEMA Reduction Haul Out** **Reduction of vegetative debris through grinding**	$32,940	6,000	**Ron Harring**, Finance Director, , 324 East Pine Street Tarpon Springs, FL 34689 (727) 942-5606, rharring@ctsfl.us
Venice, FL 10/16/2024-12/19/2024	**Removed & Disposed** Veg, C&D, Hangers (1,390 trees), Leaners (4); Reduced by Grinding (93,150 CY) & compaction (13,780 CY); (1) **DMS Site; Monitored** by Tetra Tech	$2,780,526	106,930	**Ashlee Castle,** Asst. Dir. Of Public Works, 1350 Ridgewood Ave. Venice, FL 34292 (941) 882-7365 ACastle@venicefl.gov
Volusia Co, FL 10/15/2024-2/26/2025	**Removed & Disposed** Veg, C&D, Leaner (1); Reduced by Grinding (343,194 CY); (4) **DMS Site; Monitored** by Tetra Tech	$6,744,491	339,199	**Pam Wilsky**, Dir. Purchasing 123 W. Indiana Ave. Room 302 DeLand, FL 32720 (386) 736-5935 PWilsky@volusia.org
Winter Springs, FL 10/15/2024-11/18/2024	**Removed & Disposed** Veg; Reduced by Grinding (14,593 CY); (1) **DMS Site; Monitored** by Thompson	$197,074	10,904	**Bilal Iftikhar**, Dir. Utilities, 1126 East State Road 434 Winter Springs, FL 32708 (407) 327-5989 biftikhar@winterspringsfl.org
2024 Hurricane Helene	**22 Activations – FEMA DR-4830-GA, DR-4829-SC, DR-4827-NC, DR-4828-FL**	**$156,843,758**	**4,179,952**	
Bonita Springs, FL 10/7/2024-10/15/2024	**Removed & Disposed:** C&D; Reduced by Compaction (192 CY); (1) **DMS Site; Monitored** by Thompson	$4,484	192	**Matt Feeney**, Public Works Director, 9101 Bonita Beach Road, Bonita Springs, FL 34135, (239) 949-6246, matt.feeney@cityofbonitasprings.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Clay Co, FL 10/7/2024-11/29/2024	**Removed & Disposed:** Veg, Reduced by Grinding (13,706 CY); (1) **DMS Site**; **Monitored** by Debris Tech	$202,703	13,707	**Donna Fish,** Purchasing 477 Houston St. Green Cove Springs, FL 32043 (904) 278-3761 Donna.Fish@claycountygov.com
Clearwater, FL 9/30/2024-10/7/2024	**Removed & Disposed:** Push Operations, Veg, C&D, Reduced by Grinding (1,813 CY); (2) **DMS Sites; Monitored** by Tetra Tech	$198,1,76	8,756	**Kervin St. Aimie,** SW Director, 1140 Court Street Clearwater, FL 33756 (727) 642-1693 kervin.staimie@myclearwater.com
Cleveland Co, NC 10/17/2024-01/31/2025	**Removed & Disposed:** Veg, Hangers (7,513 trees), Leaners (1,372); Reduced by Grinding (244,775 CY); (1) **DMS Site**; **Monitored** by Debris Tech	$55,558,450	805,310	**David Cotton,** County Administrator 838-558-1498 davidcotton@clevelandcountync.gov **Josh Davis,** PW Director 704-476-5110 josh.davis@clevelandcountync.gov
Ft Myers Beach, FL 10/4/2024-10/15/2024	**Removed & Disposed:** C&D; Reduced by Compaction (2,070 CY); (1) **DMS Site**; **Monitored** by Thompson	$51,289	2,071	**Jason Freeman,** Fort Myers Beach Public Works Director – Address Pending - Fort Myers Beach, FL 33931, (239) 266-4673 1100, jasonf@fmbgov.com
Gardner-Webb University, NC 2/10/2025-2/18/2025	**Removed & Disposed:** Veg; Reduced by Grinding (10,909 CY); (1) **DMS Site**; **Monitored** by Debris Tech	$311,024	10,909	**David Waycaster,** Director of Facilities and Maintenance 315 W College Ave Boiling Springs, NC 28152 dswacaster@gardner-webb.edu
Garden City, GA 10/8/2024-11/9/2024	**Removed & Disposed:** Veg, Hangers (287 trees), Reduced by Grinding (18,874 CY); (1) **DMS Site**; **Monitored** by Rostan	$332,361	18,874	**Rhonda Ferrell,** City Manager, 100 Central Ave. Garden City, GA 31405 (312) 963-2753 rhonda@gardencity-ga.gov
Greenville, SC 10/2/2024-1/14/2025	**Removed & Disposed:** Veg, C&D, Stumps (52); Reduced by Grinding (413,827 CY) by compaction (62 CY); (1) **DMS Site**; **Monitored** by Tetra Tech	$6,824,565	413,348	**Dave Derrick,** Dir. Public Works, 475 Fairforest Way Greenville, SC 29607 (864) 232-2273 dderrick@greenvillesc.gov
Laurens Electric Coop, SC 9/29/2024-2/20/2025	**Removed & Disposed:** Veg, Hangers (120 trees), Leaners (353); Reduced by Grinding (29,509 CY); (1) **DMS Site**; **Monitored** by Metric	$9,517,897	46,500	**Nathan Brown,** VP of Operations, 2254 Hwy 14, PO Box 700 Laurens, SC 29360, (864) 449-2942
Laurens Public Works, SC 12/17/2024-3/17/2025	**Removed & Disposed:** Veg, Reduced by Grinding (46,500 CY); (1) **DMS Site**; **Monitored** by Metric	$2,652,268	29,509	**Blake Davis,** Administrative Director, 212 Church Street - PO Box 349, SC 29360, (864) 872-4313, bdavis@lcpw.com
Lee Co, FL 9/30/2024-10/12/2024	**Removed & Disposed:** C&D, Reduced by Compaction (6,117 CY); (2) **DMS Site**; **Monitored** by Thompson	$142,871	6,117	**Amanda Condomina,** Solid Waste Ops Manager, (239) 533-8000, 10500 Buckingham Rd. Fort Myers, FL 33905 acondomina@leegov.com
Levy Co, FL 10/7/2027-1/19/2025	**Removed & Disposed:** Veg, C&D, (2) **DMS Site**; **Monitored** by AC Disaster	$1,068,336	85,830	**John MacDonald, Director of Emergency Management** 7911 NE 90th Street Bronson, FL 32621 Ph: 352-486-5593 johnmacdonald@levydisaster.com **Rick Rogers,** Asst. Director of Emergency Management 7911 NE 90th Street Bronson, FL 32621 (352) 486-5213 rickrogers@levydisaster.com
Liberty Co, GA 10/16/2024-12/8/2024	**Removed & Disposed:** Veg, Hangers (1,397 trees), Leaners (34); Reduced by Grinding (100,834 CY); (2) **DMS Site**; **Monitored** by Tetra Tech	$1,408,548	100,834	**Clenton Wells,** Dir. Public Works Roads & Drainage, 625 Rogers Pasture Road Hinesville, GA 31309 (912) 884-3310 clenton.wells@libertycountyga.com
Lyman, SC 10/25/2024-12/20/2024	**Removed & Disposed:** Veg; Reduced by Grinding (17,930 CY); (1) **DMS Site**; **Monitored** by Tetra Tech	$280,746	17,930	**Ms. R. Noel Price Blackwell,** Town Administrator, 81 Groce Road, Lyman, SC, 29365, (864)-398-3304, nblackwell@lymansc.gov
Marion Co, NC 9/11/25-9/22/25	**Water Intake Sediment & Debris Removal**	$287,000	LS	**Joe Saton,** Assistant Director OF Recovery, North Carolina Department of Public Safety, PO Box 110465 Durham, NC 27709
Mitchell Co, NC 02/24/2025-Ongoing	**Removed & Disposed:** Veg, C&D, Hangers (100 trees, Leaners (439); Reduced by Grinding (509,737 CY); (3) **DMS Site**; **Monitored** by Debris Tech	$24,996,809	752,386	**Allen Cook,** Administrator, 26 Crimson Laurel Circle Bakersville, NC 28705, (828) 385-0026, manager@mitchellcountync.gov,
NC State Parks 7/10/2025-8/11/2025	**Removed & Disposed:** Veg; Reduced by Grinding (7,788 CY); (2) **DMS Site**; **Monitored** by Debris Tech	$1,724,308	20,865	**Kathy Capps,** Deputy Director of Operations Kathy.capps@ncparks.gov (919) 996-9838

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Port Wentworth, GA 10/8/2024-11/5/2024	**Removed & Disposed:** Veg, Hangers (54 trees); Reduced by Grinding (4,554 CY); (1) **DMS Site**; **Monitored** by Tetra Tech	$108,330	5,256	**Chief Lance Moore,** Chief of Fire Operations, 317 Cantyre Street Port Wentworth, GA 31407 (912) 401-0475 lmoore@portwentwrothga.gov
SC DOT 9/27/2024-03/19/2025	**Removed & Disposed:** Veg, Hangers (27,077 trees), Leaners (2,384); Reduced by Grinding (2,170,918 CY); (15) **DMS Site**; **Monitored** by Tetra Tech	$43,072,979	2,132,559	**Jeff Terry,** Director of Maintenance, PO Box 191 Columbia, SC 29202 (803) 737-1290 **Cruz Wheeler,** State Maintenance Engineer 955 Park Street Columbia SC 29202 803-737-6396 WheelerJC@scdot.org
St Petersburg, FL 10/3/2024-10/19/2024	**Removed & Disposed:** Veg, C&D, HHW (7,054 Lbs); Reduced by Compaction (4,293 CY); (2) **DMS Site**; **Monitored** by Tetra Tech	$251,213	882	**Barbara Stalbird,** Parks & Rec Asst. Director1400 19th St. N St. Petersburg, FL 33713, 727-612-6399 Barbara.Stalbird@stpete.org **Robert Turner,** Solid Waste Asst. Director, 727-239-9380
Tarpon Springs, FL 10/5/2024-10/13/2024	**Removed & Disposed:** Veg, C&D, white goods (17), Ewaste (196); Reduced by Grinding (2,641 CY) and Compaction (9,119 CY); (1) **DMS Site**; **Monitored** by Tetra Tech	$43,552	3,837	**Tom Funcheon,** Dir. Public Works, 324 East Pine Street Tarpon Springs, FL 34689 (727) 942-5606 tfuncheon@ctsfl.us
Thomas Co, GA 10/5/2024-11/15/2024	**Removed & Disposed:** Veg, Hangers (722 trees), Leaners (87); **Monitored** by GMC	$370,721	35,839	**Chris Jones,** EM Director, 1202 Remington Ave. Thomasville, GA 31757 (229) 225-4190 **Celeste Tyler,** County Clerk, 116 W. Jefferson St. Room 217 Thomasville, GA 31799 (229) 225-4100 celeste.tyler@thomascountyga.gov
Ware Co, GA 10/3/2024-1/17/2025	**Removed & Disposed:** Veg, Hangers (5,605 trees), Leaners (148), Stumps (20); Reduced by Grinding (448,258 CY); (2) **DMS Site**; **Monitored** by Thompson	$7,633,304	484,704	**Jonathan Daniell,** Dir. Emergency Management 3395 Harris Road, Suite 300 Waycross, GA 31503 (912) 287-4394, jdaniell@warecountyga.gov
2024 Hurricane Francine		**$234,604**	**14,519**	
St John the Baptist Parish, LA 9/20/2024-10/25/2024	**Removed & Disposed:** Veg, C&D; **Monitored** by Thompson	$234,604	14,519	**Ms. Jaclyn Hotard**, Parish President, 1811 W Airline Hwy, LaPlace, LA 70068; 985-652-9569 ext. 1244; j.hotard@stjohn-la.gov
2024 Hurricane Debby		**$297,790**	**22,795**	
Thomas Co, GA 8/23/2024-9/9/2024	**Removed & Disposed:** Veg, C&D, Hangers (1,097 trees), Leaners (67); Reduced by Grinding (61,779 CY) left debris on site; (1) **DMS Site**; **Monitored** by Thompson	$297,790	22,795	**Jay Knight,** Thomas County Public Works Deputy Director, 78 Joiner Rd Thomasville, GA 31757 226-226-4389 Jay.knight@thomascountyga.gov
2024 Hurricane Beryl	**20 Activations – FEMA DR-4798-TX**	**$39,244,960**	**2,522,111**	
Alvin, TX 7/16/2024-8/28/2024	**Removed & Disposed:** ROW & **Parks**, Veg, C&D; Reduced by Grinding (71,911 CY); (1) **DMS Site**; **Monitored** by Tetra Tech	$1,151,025	76,563	**Brandon Moody,** Dir of Public Services, 1100 W Hwy 6, Alvin, TX 77511, 281-388-4357, bmoody@psf.cityofalvin.com
Angleton, TX 7/15/2024-8/27/2024	**Removed & Disposed:** ROW & **Parks**, Veg, C&D, Hangers (1,999 trees), Leaners (34); Reduced by Grinding (95,175 CY); (1) **DMS Site**; **Monitored** by Tetra Tech	$2,312,775	125,970	**Jamie Praslicka,** EM Coordinator, 121 S Velasco, Angleton, TX 77515, 979-849-4364 x2137, jpraslicka@angleton.tx.us
Bayou Vista, TX 7/16/2024-8/1/2024	**Removed & Disposed:** ROW, Veg, C&D, White Goods (96), E-Waste (424), HHW (21,680 Lbs), Freon; **Monitored** by TLC	$433,442	2,554	**Chief Jimmie Gillane,** EM Coordinator, 2929 Hwy 6, Bayou Vista, TX 77563, 409-935-0449, chief@bayouvista.us
Baytown, TX 7/16/2024-9/16/2024	**Removed & Disposed:** ROW Veg; Reduced by Grinding (165,973 CY); (2) **DMS Site; Monitored** by True North	$1,495,603	124,075	**Jason Reynolds,** City Manager, 2401 Market St, Baytown, TX 77520, 281-420-6550, citymanager@baytown.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Brazoria County, TX 7/15/2024-9/21/24	**Removed & Disposed:** ROW & **Parks**, Veg, C&D, Hangers (5,636 trees), Leaners (22); Reduced by Grinding (165,973 CY); (1) **DMS Site**; **Monitored** by Tetra Tech	$2,756,883	172,395	**Steve Rosa,** EM Coordinator, 111 E Locust, Suite 102, Brazoria, TX 77515, 979-864-1801, steverosa@brazoriacountytx.gov
Brazoria, TX 7/22/2024-08/13/2024	**Removed & Disposed:** Veg; Reduced by Grinding (34,642 CY); (1) **DMS Site**; **Monitored** by Tetra Tech	$606,025	34,641	**David Kocurek,** City Manager, 201 S Main, Brazoria, TX 77422, 979-798-2489, citymanager@cityofbrazoria.org
Brookside Village, TX 7/22/2024-8/7/2024	**Removed & Disposed:** Veg, Hangers (129 trees); **Monitored** by Debris Tech	$702,500	25,445	**Glenda Hundl,** Mayor, 6243 Brookside Rd, Brookside Village, TX 77581, 281-485-3048, ghundl@cobvtx.org
Deer Park, TX 7/15/2024-7/30/2024	**Removed & Disposed:** Veg, C&D; **Monitored** by True North	$231,149	52,654	**David Van Riper,** Dir of PW, 251-478-7253, dvanriper@deerparktx.org
Dickinson, TX 7/24/2024-9/10/2024	**Removed & Disposed:** Veg, C&D, Hangers (492 trees); Reduced by Grinding (49,236 CY); (1) **DMS Site**; **Monitored** by Tetra Tech	$794,288	52,006	**Sean Skipworth,** City Mayor, 4403 Highway 3, Dickinson, TX 77539, 281-337-6217, mayor@ci.dickinson.tx.us
Friendswood, TX 7/15/2024-8/29/2024	**Removed & Disposed:** ROW & **Parks**, Veg, C&D, Hangers (930 trees), Leaners (59); **Monitored** by Thompson	$2,730,158	118,138	**Morad Kabiri,** City Manager, 910 South Friendswood Dr Friendswood, TX 77546, 281-996-3250, fwdcity@friendswood.com
Hitchcock, TX 7/17/2024-8/13/2024	**Removed & Disposed:** Veg, C&D, Hangers (42 trees), Leaners (3); **Monitored** by True North	$349,695	30,342	**Marie, Gelles,** City Manager, 8102 Hwy 6, Hitchcock, TX 77563, 409-986-5591, mgelles@cityofhitchcock.org
Iowa Colony, TX 7/15/2024-8/9/2024	**Removed & Disposed:** Veg, C&D; **Monitored** by True North	$257,455	13,544	**Robert Hemminger,** City Manager, 3144 Meridiana Pkwy, Iowa Colony, TX 77583, 346-395-4559, rhemminger@iowacolonytx.gov
LaMarque, TX 7/17/2024-8/28/2024	**Removed & Disposed:** Veg, C&D, Hangers (1,626 trees), Leaners (20); Reduced by Grinding (584,233 CY); (1) **DMS Site**; **Monitored** by Debris Tech	$945,608	59,855	**Keith Bell,** Mayor, 1111 Bayou Rd, LaMarque, TX 77568, 409-257-6259, k.bell@cityoflamarque.org
Lake Jackson, TX 7/17/2024-9/13/2024	**Removed & Disposed:** ROW & **Parks**, Veg, C&D, Hangers (1,198 trees), Leaners (28), Stumps (22); Reduced by Grinding (263,561 CY); (1) **DMS Site**; **Monitored** by Thompson	$3,998,282	279,616	**Modesto Mundo,** City Manager, 25 Oak Drive, Lake Jackson, TX 77566, 979-415-2500, mmundo@lakejacksontx.gov
League City, TX 7/19/2024-9/15/2024	**Removed & Disposed:** ROW & **Parks**, Veg, C&D, Hangers (5,092 trees), Leaners (11); Reduced by Grinding (71,885 CY); (2) **DMS Site**; **Monitored** by Thompson	$1,695,137	89,546	**Ryan Edghill,** Emergency Management Coordinator, 300 W Walker, League City, TX, 77573, 281-554-1304, ryan.edgehill@leaguecitytx.gov
Liberty County, TX 8/1/2024-9/9/2024	**Removed & Disposed:** ROW & **Parks**, Veg, C&D, Hangers (1,970 trees), Leaners (40); Reduced by Grinding (21,774 CY); (1) **DMS Site**; **Monitored** by Tetra Tech	$447,385	21,774	**Madison Gonzalez,** Deputy EMC, 5345 Highway 146 N, Liberty, TX, 77575, 936-334-3219, Madison.gonzalez@co.liberty.tx.us
Manvel, TX 7/21/2024-8/6/2024	**Removed & Disposed:** Veg, C&D; **Monitored** by Debris Tech	$569,739	29,840	**Daniel Johnson,** City Manager, 20031 Highway 6, Manvel, TX 77578, 832-336-4049, Dan.johnson@cityofmanvel.com
Montgomery County, TX 7/16/2024-10/2/2024	**Removed & Disposed:** ROW & **Parks**, Veg, C&D, Hangers (20,422 trees), Leaners (785); Reduced by Grinding (1,192,827 CY); (4) **DMS Site**; **Monitored** by Hagerty / Thompson	$17,307,078	1,192,446	**Jason Millsaps,** EMC, 501 North Thompson, Suite 401, Conroe, TX 77301, 936-539-7812, jason.millsaps@mctx.org
Webster, TX 7/16/2024-7/25/2024	**Removed & Disposed:** Veg, C&D; **Monitored** by True North	$76,173	5,417	**Dean Spencer,** Fire Chief / EMC, 18300 TX-3, Webster, TX 77598, 281-316-3745, dspencer@websterfd.com
West Columbia, TX 7/16/2024-8/7/2024	**Removed & Disposed:** Veg, C&D; Reduced by Grinding (30,127 CY); (1) **DMS Site**; **Monitored** by Rostan	$384,560	30,456	**Debbie Sutherland,** City Manager, 512 E. Brazos Ave., West Columbia, TX 77486, 979-345-3123, citymanager@westcolumbiatx.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2024 Straight-Line Winds	**5 Activations – FEMA DR-4781-TX**	**$4,927,548**	**270,319**	
Carrollton, TX 6/3/2024-08/03/2024	**Removed & Disposed:** Day Rate Hauling	$1,266,800	Day Rate	**Elliot Reep,** EM Coordinator, 972-466-4739, elliott.reep@cityofcarrollton.com
Coppell, TX 6/7/2027-6/25/2024	**Removed & Disposed:** Day Rate Hauling	$183,600	Day Rate	**Jennifer Bettis,** Emergency Manager, 255 E. Parkway Blvd., Coppell, TX, 75019, (972)-304-3507, Jennifer.bettis@coppelltx.gov
Liberty Co, TX 7/1/2024-7/15/2024	**Removed & Disposed:** ROW C&D direct; **Monitored** by Tetra Tech	$18,067	1,298	**Madison Gonzalez,** Deputy EMC, 5345 Highway 146 N, Liberty, TX, 77575, 936-334-3219, Madison.gonzalez@co.liberty.tx.us
Richardson, TX 6/16/2024-7/23/2024	**Removed & Disposed:** Veg; (1) **DMS Site** - Reduced by grinding (261,468 CY), **Monitored** by Rostan / Haul Pass ADMS	$3,302,442	261,468	**Don Magner**, City Manager, 411 W. Arapaho Rd, Richardson, TX, 7580, 972-744-7204, Don.Magner@cor.gov
Terrell, TX 8/27/2024-9/17/2024	**Removed & Disposed:** Veg; **Monitored** by Debris Tech	$156,639	7,553	**Glenn Caldwell,** Director of Public Services 972-551-6600 Ext. 2221 GCaldwell@cityofterrell.org
2024 Misc	**4 Activations**	**$3,937,017**	**24,751**	
TX GLO 10/14/2024-10/18/2024	**Beach & Marine Debris Removal**	$325,000	LS	**Jennifer G. Jones**, Chief Clerk and Deputy Land Comm., , 1700 N. Congress Ave, Austin, TX 78711, 512-463-5329 Jennifer.Jones@glo.texas.gov
Dorchester Co, SC 6/18/2024-7/2/2024	**Removed & Disposed:** Veg, Reduced by Grinding (44,072 CY), (1) **DMS Site;**	$2,694,192	40,760	**Jason Carrher** Public Works Director, 2120 E. Main Street Dorchester, SC 29437 (843) 607-5908 cell (843) 832-0070 work jcarraher@dorchestercountysc.gov
Henagar, AL Tornado 6/22/2024-6/25/2024	**Removed & Disposed:** Day Rate Hauling	$31,800	Day Rate	**Lee Davis**, City Mayor, PO Box 39, 9252 Burton Drive, Henagar, AL, 35978, 256-657-6282, henagarcitymayor@farmerstel.com
Jackson County, AL ACCA Tornado 6/10/2024-6/24/2024	**Removed & Disposed:** Day Rate Hauling	$387,850	Day Rate	**Joshua Whitcomb**, ALEM, Deputy Director, 256-628-1886 102 E Laurel St Suite # 110 Scottsboro, AL, 35768, Ema2@jch.net,
Montgomery County, TX Flood 5/20/2024-7/9/2024	**Removed & Disposed:** ROW & **Parks**, Veg, C&D, White goods (8), E-Waste (15), HHW (4,080 Lbs); **Monitored** by Thompson	$354,175	24,751	**Mark Seals**, Deputy Director, 832-971-2008, 9472 Airport Rd, Conroe, TX, 77303, mark.seals@mctx.org
Angleton, TX Supercell 04/05/2024-04/17/2024	**Removed & Disposed:** Day Rate Hauling	$144,000	Day Rate	**Jamie Praslicka,** EMC, 121 S. Velasco, Angleton, TX, 77515, 979-849,4364 x2137, jpraslicka@angleton.tx.us
2023 Hurricane Idalia	**6 Activations – FEMA DR-4734-FL; 4738-GA**	**$1,797,289**	**61,219**	
Dunedin, FL 9/11/2023-9/26/2023	**Removed & Disposed:** ROW C&D direct; **Monitored** by Tetra Tech	$12,680	802	**William "Bill" Pickrum,** Director of Solid Waste 1070 Virginia Street Dunedin, FL 34698, 727-298-3215 wpickrum@dunedinfl.net
FDOT – Levy Co, FL 9/18/2023-10/3/2023	**Removed & Disposed:** ROW Veg & C&D direct; **Monitored** by Eisman Russo	$36,238	3,000	**Mark Hanna,** Contracts Manager, 1820 South Young Blvd, MS 2201 Chiefland, FL 32626, Mark.Hanna@dot.state.fl.us (352) 493-6075 **Patrick Upshaw,** Maintenance Engineer Patrick.Upshaw@dot.state.fl.us (352) 493-6078
St Petersburg, FL 9/7/2023-9/26/2023	**Removed & Disposed:** ROW C&D direct; **Monitored** by Tetra Tech	$175,670	12,653	**Barbara Stalbird,** Parks & Rec Asst. Director1400 19th St. N St. Petersburg, FL 33713, 727-612-6399 Barbara.Stalbird@stpete.org **Robert Turner,** Solid Waste Asst. Director, 727-239-9380
Taylor County Schools, FL 9/1/2023-9/6/2023	**Recovery Management Group** Push Operations, Lump Sum debris Removal, Tree Work	$916,463	LS	**Jason Stoltzfus**, Director of Recovery – Emergency Advantage, 833-463-7248

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Thomas County, GA 9/1/2023-10/2/2023	**Removed & Disposed:** ROW County, Barwick, Boston Veg & C&D debris direct; **Monitored** by Thompson	$116,290	14,514	**Jay Knight,** Thomas County Public Works Deputy Director, 78 Joiner Rd Thomasville, GA 31757 226-226-4389 Jay.knight@thomascountyga.gov
Ware Co, GA 9/23/2023-10/2/2023	**Removed & Disposed:** ROW County, Waycross, Veg & C&D; Hangers (889 trees), Leaners (16); (1) DMS Site - Reduced by grinding (30,250 CY); **Monitored** by Thompson	$539,948	30,250	**Jonathan Daniell,** Dir EMA, 3395 Harris Rd, Ste 300, Waycross, GA 31503, 912-287-4394, jdaniell@warecounty.com
2023 AR Tornado	**2 Activations – FEMA DR-4698-AR**	**$17,506,998**	**705,694**	
North Little Rock, AR 4/4/2023-8/21/2023	**Removed & Disposed:** ROW & **Parks**, Veg, C&D, Hangers (452 trees), Leaners (4,605), Stumps (1,390); Reduced by Grinding (519,538) & compaction (41,535); (1) **DMS Site**; **Monitored** by Tetra Tech	$16,668,619	647,122	**Kim Francisco,** Head of Emergency Services 1206 N. Sycamore St. North Little Rock, AR 72114 Ph: 501-425-8197 Kim.francisco@nlrpolice.org
Sherwood, AR 4/7/2023-5/22/2023	**Removed & Disposed:** Veg, Hangers (30 trees), Leaners (3), stumps (4); Reduced by Grinding (42,021); (1) **DMS Site**; **Monitored** by Tetra Tech	$838,379	58,572	**Brian Galloway** – Public Works Director. 2199 E. Kiehl Avenue, Sherwood, Arkansas 72120 501-413-8018 cell. briang@cityofsherwood.net
2023 Tornado		**$295,558**	**34,092**	
Deer Park, TX 2/6/2023-3/4/2023	**Removed & Disposed:** Veg, C&D; **Monitored** By: True North	$295,558	34,092	**Mr. Jaime Galloway,** Emergency Management Director 2211 East X Street Deer Park, TX 77536 (281) 478-7298 jgalloway@deerparktx.org
2023 Ice Storm	**2 Activations**	**$12,132,890**	**796,388**	
Austin, TX 2/6/2023-4/14/2023	**Removed & Disposed: Parks debris**, Veg, Hangers (1,583 trees); Leaners (74); Reduced by Grinding (435,607 CY); (1) **DMS Site**; **Monitored** by Tetra Tech	$6,380,065	452,620	**Amy Slagle,** Resource Recovery Division Manager PO Box 1088 Austin, TX 78767 (512) 974-4302 amy.slagle@austintexas.gov
Travis Co, TX 2/25/2023-5/17/2023	**Removed & Disposed:** Veg, Hangers (7,037 trees), leaners (10); Reduced by Grinding (343,768); (2) **DMS Sites**; **Monitored** by Tetra Tech	$5,752,825	343,768	**Jennifer Winkler,** Senior Procurement Specialist, PO Box 1748 Austin, TX 78767 (512) 854-9197 Jennifer.Winkler@traviscountytx.gov
2023 Misc.		**$2,537,658**	**56,561**	
Collier Co, FL 3/4/2023-3/11/2023	**Removed & Disposed: Fish Kill**	$44,910	Hrly	**Gino Santa Barbara,** Gino.Santabarbara@colliercountyfl.gov **Tony Barone,** Tony.Barone@colliercountyfl.gov
Edgecombe Co, NC 10/16/2023-10/19/2023	**Tornado** debris hauled direct; Self monitored	$11,432	1,083	**Dee Waters,** Assistant Finance Director 201 St. Andrew St. Suite 205 Tarboro, NC 27886 252-641-7888 deewaters@edgecombeco.com
Montgomery Co, TX 6/26/2023-7/13/2023	**Windstorm** **Removed & Disposed: Debris by Day Rate**	$289,000	Hrly	**Nicole Gentz** Nicole.gentz@mctx.org
Naples, FL 3/3/2023-3/9/2023	**Removed & Disposed: Fish Kill**	$58,440	Hrly	**Jim Hodgdon,** Parks & Parkways Superintendent 280 Riverside Circle | Naples, FL 34102 Office: 239-213-7134 jhodgdon@naplesgov.com
Nash Co, NC 8/1/2023-9/15/2023	**Tornado Debris Removal**	$332,443	26,586	**Bill Hill,** Nash County Public Health Director 120 W Washington St Nashville, NC 27856 252-462-2444 William.hill@nashcountync.gov

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
The Nature Conservancy 10/25/2023-1/23/2024	**Lightning Point Eastern Breakwaters Construction**	$1,480,552	LS	**Mary Kate Brown**, Coast Projects Manager, 118 N. Royal St. Suite 500 Mobile, AL 36602 251-433-1150 Cell: 251-550-3728, mkbrown@tnc.org
Virginia Beach, VA 5/4/2023-6/2/2023	**Tornado** **Removed & Disposed:** Veg, C&D, Mulch; **Reduced by** Grinding (22,306) ;(1) **DMS Site; Self Monitored**	$298,081	14,446	**Dennis Simon,** Virginia Beach Department of Public Works 3556 Dam Neck Road Virginia Beach, VA 23453, 757-615-2094 dsimon@vbgov.com
2022 Hurricane Nicole	**3 Activations**	**$567,715**	**39,600**	
Brevard Co, FL 11/19/2022-12/16/2022	**Removed & Disposed:** Veg, C&D, **Monitored** By: Tetra Tech	$527,181	35,741	**Tom Mulligan,** Solid Waste Director, 2725 Judge Fran Jamieson Way, Bldg. A-118, Viera, FL, (321) 543-1547, Thomas.mulligan@brevardfl.gov
Flagler Beach, FL 12/5/2022-12/8/2022	**Removed & Disposed:** Veg, **Monitored** By: Tetra Tech	$20,802	1,493	**Larry Newsom,** City Manager, 105 South Second Street, Flagler Beach, FL 32136, (386) 517-2000 Ext 222, lnewsom@cityofflaglerbeach.com
Vero Beach, FL 11/28/2022-12/6/2022	**Removed & Disposed:** Veg, **Monitored** By: Thompson	$19,732	2,366	**Don Dexter,** PW Manager 3405 Airport West Drive Vero Beach, FL 32960 Ofc: 772-978-4861 Cell: 772-473-7372 Fax: 772-978-4879 ddexter@covb.org
2022 Hurricane Ian	**36 Activations – FEMA DR-4673-FL**	**$412,007,545**	**15,239,714**	
Apopka, FL 9/29/2022-12/5/2022	**Removed & Disposed: PUSH**, Veg, mulch, hangers (1,019 trees), Reduced **by** Grinding (76,083 CY); (1) DMS; **Monitored** by Thompson	$1,101,577	52,496	**Josh Robinson**, Sanitation Operations Manager, 748 E Cleveland Street, Apopka, FL 32703, (407) 703-1731, jrobinson@apopka.net
Bonita Springs, FL 9/30/2022-2/3/2023	**Removed & Disposed: PUSH**, Veg, C&D, Hangers (671 trees), Leaners (7), E-waste (2,712), HHW (99,920 Lbs.), White Goods (1,912), Freon, Reduced by Compaction (107,754 CY) & Grinding (140,426 CY) (1) DMS; **Monitored** By: Thompson	$7,529,288	248,180	**Matt Feeney**, Public Works Director, 9101 Bonita Beach Road, Bonita Springs, FL 34135, (239) 949-6246, matt.feeney@cityofbonitasprings.org
Brevard County, FL 10/5/2022-10/28/2022	**Removed & Disposed: ROW, Gated Communities,** Veg, C&D, **Monitored** By: Tetra Tech	$1,298,850	88,057	**Tom Mulligan,** Solid Waste Director, 2725 Judge Fran Jamieson Way, Bldg. A-118, Viera, FL, (321) 543-1547, Thomas.mulligan@brevardfl.gov
Casselberry, FL 10/9/2022-11/30/2022	**Removed & Disposed:** Veg, Mulch, Hangers (75 trees), Leaners (34), Reduced by Grinding (20,304 CY) (1) DMS; **Monitored** By: Thompson	$455,949	20,737	**Chuck Smith**, Parks & Facilities Superintendent, 95 Triplet Lake Dr., Casselberry, FL 32707, (407) 262-7725, csmith@casselberry.org
Charlotte County Schools, FL 10/1/2022-1/18/2023	**Removed & Disposed: PUSH**, Veg, C&D, Hangers, Leaners, Building repairs, **Work Completed through Synergy**	$3,264,654	LS	**Jason Stoltzfus**, Synergy Recovery Manager, jasons@synergynds.com
Cocoa Beach, FL 10/13/2022-10/26/2022	**Removed & Disposed: ROW, St Rds.**, Veg, C&D; **Monitored** By: Tetra Tech	$71,993	8,362	**Rob Strong**, Public Works Project Manager, 1600 Minutemen Causeway, Cocoa Beach, FL 32931, (321) 868-3316; rstrong@cityofcocoabeach.com
Cocoa, FL 10/24/2022—10/26/2022	**Removed & Disposed:**, Veg, **Monitored** By: Thompson	$21,786	3,005	**Bryant Smith**, Public Works Director, 155 N Wilson Ave, Cocoa, FL 32922, (321) 433-8772, bsmith@cocoafl.org
Collier Co, FL 10/19/2023-2/2/2024	**Removed & Disposed: NRCS Waterway Debris; Monitored** By: Tetra Tech	$4,982,108	15,622	**Pawel Brzeski,** Project Manager, Stormwater Management, 2685 South Horseshoe Drive Naples FL 34104; 239-252-2927; Pawel.Brzeski@colliercountyfl.gov
Edgewater, FL 10/6/2022-12/9/2022	**Removed & Disposed:** Veg, C&D, Reduced by Compaction (24,978 CY) (1) DMS; **Monitored** By: Witt O'Brien's	$1,681,924	108,356	**Brenda Dewees**, Environmental Services Director, 409 Mango Tree Drive, Edgewater, FL 32132, (386) 424-2400 ext4007, BDewees@cityofedgewater.org
Estero, FL 9/30/2022-1/21/2023	**Removed & Disposed: PUSH, Parks,** Veg, C&D, Hangers (1,377 trees), Leaners (47), E-waste (1,110), HHW (7,712 Lbs.), White Goods (581), Freon, Reduced by	$6,064,755	301,061	**Steve Sarkozy**, Village Manager, 9401 Corkscrew Palms Circle, Estero, FL 33928, (239) 221-5035, sarkozy@estero-fl.gov

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
	Compaction (110,515 CY) & Grinding (190,546 CY) (1) DMS; **Monitored** By: Rostan using Haul Pass			
FDEM 11/30/2022 – 01/29/2024	**Lee Co PPDR / CPDR** **Removed & Disposed: Demo, Vessels,** Veg, C&D, Hangers (19 trees), Leaners (8), Stumps (5), white goods (8,848), E-waste (4,412), HHW (351,100 lbs); **Reduced by** Compaction (732,752 CY) & Grinding (81,335 CY); (8) DMS Sites; **Monitored** by CDR McGuire	$95,225,367	1,555,184	**Stephanie Stachowiz,** General Counsel Stephanie.Stachowicz@em.myflorida.com **Cameron Morris,** AC Disaster Consulting 770-855-7330 cmorris@acdisaster.com
Flagler Beach, FL 10/8/2022-10/27/2022	**Removed & Disposed:** Veg, **Monitored** By: Tetra Tech	$89,646	5,433	**Larry Newsom,** City Manager, 105 South Second Street, Flagler Beach, FL 32136, (386) 517-2000 Ext 222, lnewsom@cityofflaglerbeach.com
Ft. Myers Beach, FL 10/8/2022-9/15/2023	**Removed & Disposed: PUSH,** Veg, C&D, Sand, Hangers (88 trees), Leaners (21), E-waste (2,308), HHW (431,340 Lbs), White Goods (7,116), Freon, Reduced by Compaction (814,621 CY) & grinding (23,870 CY), (5) DMS; **Monitored** By: Thompson	$30,948,685	878,479	**Jason Freeman,** Fort Myers Beach Public Works Director – 6231 Estero Blvd. Fort Myers Beach, FL 33931, (239) 266-4673 1100, jasonf@fmbgov.com
Ft. Myers, FL 9/30/2022-4/3/2023	**Removed & Disposed: PUSH, Waterway Debris, PPDR/CPDR,** Veg, C&D, Hangers (6,996 trees), Leaners (152), Stumps (31), E-waste (213), White Goods (82), Freon, Reduced by Compaction (148,483 CY) & Grinding (504,726 CY) (1) DMS; **Monitored** By: Thompson	$13,023,787	645,853	**Saeed Kazemi,** City Manager, 2200 Second Street, Ft. Myers, FL 33901, (239) 321-7024, SKazemi@cityftmyers.com
Kissimmee, FL 10/3/2022-1/19/2023	**Removed & Disposed:** Veg, C&D, Hangers (59 trees), Reduced by Compaction (8,251 CY) & Grinding (11,517 CY) (1) DMS; **Monitored** By: Thompson	$362,740	18,588	**Mr. Ashley Willis,** Asst. Dir PW /City Engineer, 101 N. Church Street, Kissimmee, FL 34741, (407) 518-2177, Ashley.willis@kissimmee.gov
Lee County, FL 9/30/2022-4/26/2023	**Removed & Disposed: PUSH, Waterway Debris, Parks, St Rds.,** Veg, C&D, Sand, Hangers (38,431 trees), Leaners (4,395), Stumps (5), E-waste (7,553), HHW (959,980 Lbs.), White Goods (12,367), Freon, Vessels; Reduced by Compaction (2,279,129 CY) & Grinding (4,058,872 CY); (16) DMS; **Monitored** By: Thompson	$136,373,985	6,265,741	**Kylar Johnson,** Public Utilities Manager – Recovery & Resiliency 1500 Monroe St., Fort Myers, Florida 33901, (239) 533-8000, kjohnson2@leegov.com
Lee County School District, FL 10/1/2022-3/6/2023	**Removed & Disposed:** Veg, C&D, Hangers (1,543 trees), Leaners (136), Reduced by Compaction (393 CY) & Grinding (15,543 CY) (1) DMS; **Monitored** By: Thompson	$354,202	15,980	**Barbra Cedeno,** (239) 229-7823, barbarac@leeschools.net 2855 Colonial Blvd, Fort Myers, FL 33966
Oak Hill, FL 10/14/2022-12/7/2022	**Removed & Disposed:** Veg, Reduced by Grinding (6,194 CY) (1) DMS; **Monitored** By: Tetra Tech	$90,429	6,929	**Kohn Evans,** City Administrator, 234 US Hwy 1, Oak Hill, FL 32759, evansK@oakhillfl.com
Ocoee, FL 11/2/2022-2/22/2023	**Removed & Disposed:** Veg, C&D, Parks debris, Wet debris, Hangers (36 trees), Leaners (318), Stumps (1); Reduced by Grinding (34,435 CY) (1) DMS; **Monitored** By: Thompson	$692,837	36,726	**Steve Krug,** Public Works Director, 301 Maguire Road, Ocoee, FL 34671, (407) 905-3100 Ext 6001, Skrug@ci.ocoee.fl.us
Okeechobee Co, FL 10/10/2022-12/14/2022	**Removed & Disposed:** Veg; **Monitored** By: Culpepper & Terpening	$2,582,798	192,525	**Mitchell Smeykal,** EM Director, 707 NW 6th St Ave, Okeechobee, FL 34972, (863) 763-3212, msmeykal@co.okeechobee.fl.us
Okeechobee, FL 10/10/2022-12/10/2022	**Removed & Disposed:** Veg; **Monitored** By: Culpepper & Terpening	$1,168,308	40,742	**Marcos Montes De Oca** City Administrator, 55 SE 3rd Ave, Okeechobee, FL 34972

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Ormond Beach, FL 10/5/2022-11/28/2022	**Removed & Disposed: ROW & Gated debris,** Veg, Reduced by Grinding (111,911 CY) (1) DMS **Monitored** By: Thompson	$1,388,795	122,338	**Kevin Gray**, PW Ops Manager, 501 N. Orchard Street, Ormond Beach, FL 32174, (386) 676-3577, kevin.gray@ormondbeach.org
Pembroke Pines, FL 9/30/2022-10/14/2022	**Removed & Disposed:** Veg, C&D, Hangers (91 trees), Leaners (14), Reduced by Compaction (677 CY) & Grinding (4,969 CY) (1) DMS; **Monitored** By: Tetra Tech	$146,704	5,646	**Charles Dodge**, City Manager, 601 City Center Way, 4th Floor, Pembroke Pines, FL 33025, (954) 450-1040, cdodge@ppines.com
Ponce Inlet, FL 10/10/2022-10/27/2022	**Removed & Disposed:** Veg, C&D, **Monitored** By: Witt O'Briens	$41,816	2,328	**Kim McColl**, Director, 4300 S Atlantic Ave, Ponce Inlet, FL 32127, (386) 236-2150, kmccoll@ponce-inlet.org
Port Orange, FL 10/7/2022-1/11/2023	**Removed & Disposed:** Veg, C&D, Hangers (35 trees), Leaners (39), Stumps (1); Reduced by Compaction (54,654 CY) & Grinding (242,860 CY) (1) DMS; **Monitored** By: Thompson	$4,323,871	294,615	**Lynn Stevens**, Public Works Director, 1395 Dunlawton Ave, Port Orange, FL 32129, (386) 506-5750, lstevens@port-orange.org
Punta Gorda, FL 10/3/2022-12/20/2022	**Removed & Disposed: PUSH, ROW, Private,** Veg, C&D, Hangers (727 trees), Leaners (323), Stumps (1); Reduced by Grinding (43,363 CY); (1) DMS; **Monitored** By: Landfall Strategies	$2,171,018	180,761	**Greg Murray**, City Manager, 326 West Marion Ave, Punta Gorda, FL 33950, (941) 575-3301, gmurray@cityofpuntagordafl.com
Sanford, FL 10/10/2022-12/3/2022	**Removed & Disposed:** Veg, C&D, Reduced by Grinding (33,648 CY) (1) DMS; **Monitored** By: Witt O'Briens	$416,436	29,669	**John Reichardt**, Public Works Ops Manager, 300 N Park Ave, Sanford, FL 32771, (407) 688-5080 Ext 5087, John.reichardt@sanfordfl.gov
Sanibel, FL 10/1/2022-7/24/2023	**Removed & Disposed: PUSH, Marine debris,** Veg, C&D, Sand, Hangers (8,504 trees), Leaners (4,198), E-waste (5,518), HHW (694,480 Lbs), White Goods (15,475), Freon, Reduced by Compaction (887,203 CY) & Grinding (957,588 CY) (7) DMS; **Monitored** By: Thompson	$56,243,244	1,924,152	**Scott Krawczuk**, Public Works Deputy Director, 800 Dunlop Road, Sanibel, FL 33957, (239) 472-6397, scott.krawczuk@mysanibel.com
Sarasota County, FL 10/6/2022-2/22/2023	**Removed & Disposed: ROW & Private / Gated** Veg, C&D, Hangers (7,533 trees), Leaners (1,193), Stumps (128), Reduced by Grinding (1,510,384 CY) (2) DMS; **Monitored** By: Tetra Tech	$20,651,895	1,320,961	**Lois Rose**, Solid Waste Manager, 4000 Knights Trail Road, Nokomis, FL 34275, (941) 861-1589, lerose@scgov.net
Sarasota County, FL 3/24/2023-6/17/2023	**Waterway Debris** **Removed & Disposed: FEMA & NRCS** Wet debris direct hauled; **Monitored** By: Tetra Tech	$5,620,561	73,604	**Lois Rose**, Solid Waste Manager, 4000 Knights Trail Road, Nokomis, FL 34275, (941) 861-1589, lerose@scgov.net
Sarasota School Board 10/24/2022-11/7/2022	**Removed & Disposed:** Veg, C&D, **Monitored** By: Tetra Tech	$34,468	3,049	**Don Hampton**, Facilities Services Director, 1960 Landings Blvd. Sarasota, FL 34231 (941) 927-9000 Ext 68835, Don.Hampton@sarasotacountyschools.net
Satellite Beach, FL 10/6/2022-10/28/2022	**Removed & Disposed:** Veg, C&D, **Monitored** By: Tetra Tech	$86,962	4,945	**Courtney Barker**, City Manager, 565 Cassia Blvd, Satellite Beach, FL 32937, (321) 773-1391, cbarker@satellitebeach.org
South Daytona, FL 10/5/2022-11/15/22	**Removed & Disposed: PUSH**, Veg, C&D, Reduced by Compaction (25,185 CY) & Grinding (46,565 CY) (1) DMS; **Monitored** By: Tetra Tech	$1,340,830	71,751	**Patricia Clark**, Public Works Specialist, 1770 Segrave Street, South Daytona, FL 32119, (386) 322-3088, pclark@southdaytona.org
St. Petersburg, FL 10/11/2022-11/26/2022	**Removed & Disposed:** Veg, Reduced by Grinding (75,090 CY) (1) DMS; **Monitored** By: Tetra Tech	$1,705,963	75,090	**Amber Boulding**, EM Specialist, 400 Dr. Martin Luther King Jr. St., St. Petersburg, FL 33731, (727) 893-7683, amber.boulding@stpete.org
Venice, FL 9/29/2022-12/14/2022	**Removed & Disposed: PUSH, ROW & Parks,** Veg, C&D, Gated debris, Hangers (2,563 trees), Leaners (584), Stumps (6); Reduced by Compaction (30,883 CY) & Grinding (117,847 CY) (1) DMS; **Monitored** By: Witt O'Briens	$3,601,136	148,730	**James Clinch**, Public Works Director, 221 S. Seaboard Avenue, Venice, FL 34285, (941) 486-2422, jclinch@venicegov.com

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Volusia County, FL 10/5/2022-1/14/2023	**Removed & Disposed: ROW, Gated, Mobile Home Parks, Parks,** Veg, C&D, Stumps (1); Reduced by Compaction (24,130 CY), Grinding (547,337 CY); (6) DMS; **Monitored** By: Tetra Tech	$6,749,476	469,560	**George Recktenwald**, County Manager, 123 West Indiana Ave, Deland, FL 32720, (386) 736-5920, grecktenwald@co.volusia.fl.us
Winter Garden, FL 10/9/2022-10/16/2022	**Removed & Disposed:** Veg, Reduced by Grinding (4,459 CY) (1) DMS; **Monitored** By: Thompson	$98,702	4,459	**Richard Fasano**, Public Services Director of Ops, 880 W. Bay Street, Winter Garden, FL 34787, (407) 877-5449, rfasano@cwgdn.com
2022 Winter Storms		**$101,137**	**T&M**	
SC DOT Winter Storm Izzy 1/17/2022-1/18/2022	**Push Operations**	$55,297	T&M	**David Cook**, SCDOT Maintenance Deputy Director, 955 Park St, Room 324, Columbia, SC 29201, 803-737-1268, cookdb@scdot.org
SC DOT Winter Storm Jasper 1/22/2022	**Push Operations**	$45,840	T&M	**David Cook**, SCDOT Maintenance Deputy Director, 955 Park St, Room 324, Columbia, SC 29201, 803-737-1268, cookdb@scdot.org
2022 Misc	**Miscellaneous Projects**	**$6,608,753**		
Calcasieu Parish District 1 Ward 6, LA 3/1/2022-3/15/2022	**Debris removal from Community Center and Playground**	$34,375	LS	**Peggy Robertson,** P.O. Box 1583, DeQuincy, LA 70633, 337-802-5199, gammpeg@aol.com
Lee County, FL – Tornado	**Removed & Disposed:** C&D Direct Haul **Monitored by** Thompson	$86,985	9,665	**Roger Desjarlais,** County manager, P.O. Box 398, Ft Myers, FL 33902, 239-533-2221, rdesjarlais@leegov.com
Mexico Beach, FL	**Dredging Phase II** **Monitored** by Eisman Russo	$6,487,393	31,000	**Tommy Davis,** Public Works Manager 850-527-3087 201 Paradise Path Mexico Beach, FL 32410 t.davis@mexicobeachgov.com **Tanya Castro,** City Administrator, 201 Paradise Path, Mexico Beach, FL 32410 t.castro@mexicobeachgov.com
2021 KY Tornado	**2-Activations – 4 DMS's**	**$3,841,472**	**214,381**	
Bowling Green, KY 12/18/2021-2/16/2022	**Removed & Disposed:** Veg, C&D, hangers (194 trees), leaners (189), stumps (11); **Reduced** by grinding (118,343 CY) & compaction (54,232 CY), (2) DMS Sites; **Monitored** by Tetra Tech	$3,022,273	244,447	**Matt Powell,** Environmental Manager City of Bowling Green, KY 1011 College Street, Bowling Green, KY 42102, 270-393-3071; Matt.Powell@bgky.org
Warren Co, KY 12/18/2021-2/15/2022	**Removed & Disposed:** Veg, C&D, hangers (98 trees), leaners (55), stumps (4); **Reduced** by grinding (38,194 CY) & compaction (9,352 CY), (2) DMS Sites; **Monitored** by Tetra Tech	$819,199	63,105	**Josh Moore,** Public Works Director, 1141 State Street, Bowling Green, KY 42101 270-779-6808 josh.moore@ky.gov
2021 Hurricane Nicholas	**7-Activations – 7 DMS's**	**$1,991,995**	**177,421**	
Angleton, TX 9/23/21-10/15/21	**Removed & Disposed:** Veg, **Reduced by** Grinding (1) DMS; **Monitored** by Tetra Tech	$252,769	34,158	**Jeff Sifford,** Public Works Director, 901 South Velasco, Angleton, TX 77515, 979-849-4364, jsifford@angleton.tx.us
Brazoria County, TX 9/28/21- 10/28/21	**Removed & Disposed:** Veg, **Reduced by** Grinding (83,177 CY) (1) DMS Site; Monitored by Rostan / Haul Pass	$809,512	58,198	**Mr. Steve Rosa**, Emergency Management Coordinator (979) 864-1801 111 E Locust St., Suite 102, Brazoria, TX 77515; steverosa@brazoria-county.com
Brazoria, TX 10/4/21- 10/23/21	**Removed & Disposed:** Veg, **Reduced by** Grinding (1) DMS; **Monitored** by Tetra Tech	$123,970	9,183	**Mike Collard**, City Manager, 201 S Main Street, Brazoria, TX 77422, 979-798-2018; citymanager@cityofbrazoria.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Clute, TX 9/27/21- 10/18/21	**Removed & Disposed:** Veg, **Reduced by** Grinding (1) DMS; **Self Monitored** – Day Rate per truck	$119,000	Day Rate	**CJ Snipes**, City Manager, 108 E Main St., Clute, TX 77531; 979-265-2541; cjsnipes@clutetexas.gov
Holiday Lakes, TX 10/20/2021-10/22/2021	**Removed & Disposed:** Veg; **Reduced by** Grinding (1) DMS; **Self Monitored** – Day Rate per truck	$10,200	Day Rate	**Norman Schroeder**, Mayor, 195 N Texas Ave. Holiday Lakes, TX 77515, Cindy@holidaylakestexas.com
Lake Jackson, TX 9/23/21- 10/16/21	**Removed & Disposed:** Veg, C&D (Direct) **Reduced by** Grinding **(1) DMS; Monitored** by Thompson	$601,744	75,882	**Sabrina England**, Director Public Works, 25 Oak Dr., Lake Jackson, TX 77566; 979-415-2430; sengland@lakejacksontx.gov
West Columbia, TX 9/27/21- 10/16/21	**Reduced & Disposed:** ROW Veg hauling to grind site (Wastewater Treatment Plant facility); **Monitored** by Witt Obrien's	$74,800	Day Rate	**Debbie Sutherland**, City Manager, 512 E Brazos Ave., West Columbia, TX 77486; 979-345-3123; citymanager@westcolumbiatx.org
2021 Hurricane Ida	**4-Activations- 4 DMS's – DR 4626-MS, DR-4611-LA**	**$41,927,103**	**1,461,792**	
Audubon Nature Institute, LA 9/6/2021-10/25/2021	**Removed & Disposed:** Push, Veg, hangers (2,576 trees), leaners (381); **Monitored** by Tetra Tech	$1,354,632	19,409	**Daniel Illg,** Arboricultural Supervisor, 6500 Magazine Street New Orléans, LA 70118 Ofc. 504-212-5232 cell: 985-960-8873, dillg@audubooninstitute.org **Cecilie Halliwill,** Director of Purchasing, Ofc: 504-212-5325 cell: 985-774-7549 challiwill@audubooninstitute.org
Biloxi, MS 9/27/2021-10/13/2021	**Removed & Disposed:** Veg direct; **Self Monitored** – Day Rate per truck	$95,200	Day Rate	**Mr. Billy Ray Allen,** Public Works Director 780 Esters Blvd. Biloxi, MS 39530 228-435-6271 ballen@biloxi.ms.us **Mayor Andrew "FoFo" Gilich,** 140 Lameuse Street 2nd Floor, Biloxi MS 39530 mayor@biloxi.ms.us
Gulfport, MS 10/11/2021-11/6/2021	**Removed & Disposed:** Veg & C&D Direct to FDS **Monitored** by Tetra Tech	$439,481	29,201	**Wayne E. Miller**, Director of Public Works & Engineering, 4050 Hewes Ave., Gulfport, MS 39507 228-868-5740
St. John Baptist Parish, LA 9/6/2021-11/4/2022	**Removed & Disposed: PUSH, DOT Rds., Parks,** Veg, C&D, Parks debris, Hangers (2,198 trees), Leaners (28), stumps (2,801), E-waste (18,089), HHW (263,380 Lbs.), White Goods (2,620), Freon, Refrigerator Contents (661,880 Lbs.); **Reduced by** Compaction (912,800 CY) & Grinding (398,257 CY) (3) DMS; **Monitored** By: Tetra Tech	$32,202,382	1,306,580	**Ms. Jaclyn Hotard**, Parish President, 1811 W Airline Hwy, LaPlace, LA 70068; 985-652-9569 ext. 1244; j.hotard@stjohn-la.gov
St. John Baptist Parish, LA Laterals 3/5/2022-10/21/2022	**Removed & Disposed:** Water debris, grinding (32,149 CY), compaction (6,269 CY) (1) DMS; **Monitored** By: Tetra Tech	$7,023,462	71,741	**Ms. Jaclyn Hotard**, Parish President, 1811 W Airline Hwy, LaPlace, LA 70068; 985-652-9569 ext. 1244; j.hotard@stjohn-la.gov
St. John Baptist Parish, LA PPDR 2/28/2023- 4/22/2024	**Debris Removal from Private Property** **Removed & Disposed:** Veg, C&D, Hangers (904 trees), Leaners (506), Stumps (147), white goods (6); **Reduced by** Compaction (4,211) & Grinding (30,667 CY) (1) DMS; **Monitored** By: Tetra Tech	$811,946	34,861	**Ms. Jaclyn Hotard**, Parish President, 1811 W Airline Hwy, LaPlace, LA 70068; 985-652-9569 ext. 1244; j.hotard@stjohn-la.gov
2021 Flooding & Severe Storms	**2-Activations- 6 DMS's - DR-4606-LA**	**$907,894**	**42,079**	
Calcasieu Parish, LA 06/07/21-8/4/2021	**Removed & Disposed:** Veg, C&D, E-waste (30), White Goods (42), Freon, Refrigerator Contents (25,320 Lbs.); **Reduced by** Compaction (5,156 CY) & Grinding (244 CY), (3) DMS Sites, **Monitored** by Tetra Tech	$222,312	5,401	**Allen Wainwright,** Director of Engineering and Public Works 1015 Pithon Street, 4th Floor Lake Charles, LA 70602 337-721-3700 awainwright@calcasieuparish.gov

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Lake Charles, LA 06/08/2021-8/25/2021	**Removed & Disposed:** C&D, White Goods (96), Freon, Refrigerator Contents (2,940 Lbs.); **Reduced by** Compaction (36,678 CY), (3) DMS Sites; **Monitored** by Tetra Tech	$685,582	36,678	**John Cardone, Jr.** City Administrator 326 Pujo Street, 10th Floor Lake Charles, LA 70601 Ofc: 337-491-1381 Cell: 337-794-1513 mayorsactionline@cityoflc.us
2021 Misc				
AL DOT – Dauphin Island Bridge Repair 5/11/2021-7/19/2021	**Repair to Bridge Fender System**	$383,447	T&M	**Evan Davis, P.E.** Bridge Operations Engineer Mobile Area, AL DOT Office 251-470-8247 Cell: 251-635-3021
Calcasieu Parish, LA – Tornado 11/30/2021-12/4/2021	**Removed & Disposed:** C&D debris direct to final disposal; **Self Monitored**	$28,960	1,679	**Allen Wainwright,** Director of Engineering and Public Works 1015 Pithon Street, 4th Floor Lake Charles, LA 70602 337-721-3700 awainwright@calcasieuparish.gov
Friendswood, TX Winter Storm 3/1/2021-3/11/2021	**Removed & Disposed:** C&D direct, e-waste (14); **Monitored** by Tetra Tech	$35,235	1,671	**Brian Mansfield,** Fire Marshall & EM Coordinator 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3332, bmansfield@ci.friendswood.tx.us
New Jersey 9/22/2021-9/25/2021	**Lambertville / Swan Creek Debris Removal**	$180,900	668	**Suzanne Biggins,** Department of Environmental Protection, PO Box 402, Trenton, NJ 08625-0402, 609-292-2885, Suzanne.Biggins@dep.nj.gov
Newport News, VA 6/2021-7/2021	**Tree Removal & Disposal**	$17,486	LS	**Amy K. Gray,** Acting Administrator, Division of Solid Waste, Department of Public Works, City of Newport News, 513 Oyster Point Road, Newport News, VA 23602, Direct: 757-269-2853, grayak@nnva.gov
Naples, FL 1/12/2021-1/13/2021	**Fish Kill Clean up**: Mobilization & Demobilization, Hourly Time & Materials	$16,982	Hrly	**Jim Hodgdon,** Parks & Parkways Superintendent, 280 Riverside Circle, Naples, FL 34102, 239-213-7134, jhodgdon@naplesgov.com
St Petersburg, FL 5/11/2021-7/19/2021	**Red Tide Debris Removal**	$169,980	Hrly	**Bryan Eichler,** Parks & Rec Asst. Director1400 19th St. N St. Petersburg, FL 33713, 727-647-7715 Bryan.Eichler@stpete.org
The Nature Conservancy 6/25/2021-7/26/2022	**Pensacola, FL** East Bay Oyster Habitat Restoration,	$7,027,830	Hrly	**Heather Hyde,** 2500 Maitland Center Pkwy, Maitland, FL 32751, Heather.Hyde@jacobs.com
2020 Hurricane Zeta	**8-Activations – 6 DMS's – DR-4576 (MS), DR-4577 (LA)**	**$28,333,915**	**1,810,046**	
Audubon Nature Institute, LA 10/31/2020-12/15/2020	**Removed & Disposed:** Veg, C&D, hangers (486 trees), leaners (288); **Monitored** by Tetra Tech	$593,154	9,668	**Daniel Illg,** Arboricultural Supervisor, 6500 Magazine Street New Orléans, LA 70118 Ofc. 504-212-5232 cell: 985-960-8873, dillg@auduboninstitute.org **Cecilie Halliwill,** Director of Purchasing, Ofc: 504-212-5325 cell: 985-774-7549 challiwill@audubooninstitute.org
Biloxi, MS 11/5/2020-1/20/2021	**Removed & Disposed:** Veg, C&D; **Reduced** by Grinding, (1) DMS Site; **Monitored** by True North	$3,939,197	272,608	**Mr. Billy Ray Allen,** Public Works Director 780 Esters Blvd. Biloxi, MS 39530 228-435-6271 ballen@biloxi.ms.us **Mayor Andrew "FoFo" Gilich,** 140 Lameuse Street 2nd Floor, Biloxi MS 39530 mayor@biloxi.ms.us
D'Iberville, MS 11/12/2020-1/11/2021	**Removed & Disposed:** Veg, C&D, Leaners (37), Hangers (370 trees); **Self-Monitored**	$568,457	35,035	**Mike Mullins,** Director of Public Works 10383 Auto mall Parkway D'Iberville, MS 39540 Ofc: 228-669-5539 Cell: 228-669-5539 mmullins@diberville.ms.us
Gulfport, MS 11/10/2020-2/23/2021	**Removed & Disposed:** Veg, C&D, Leaners (485), Hangers (12,297 trees), Stumps (9); **Reduced** by Grinding (371,750 CY), (2) DMS Sites; **Monitored** by Tetra Tech	$6,365,585	483,413	**Robert (Chris) K. Riemann,** Engineering Director 4050 Hewes Avenue Gulfport, MS 39507 Ofc: 228-868-5740 Cell: 228-518-2980 kriemann@gulfport-ms.gov

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Harrison Co, MS 11/06/2020-2/3/2021	**Removed & Disposed:** Veg, C&D, Leaners (966), Hangers (36,055 trees); **Reduced** by Grinding (409,681 CY), (2) DMS Sites; **Monitored** by Volkert	$9,225,138	538,791	**Rupert H. Lacy,** Director of Emergency Management 1801 23rd Avenue Gulfport, MS 39502 Ofc: 228-865-4002 Cell: 228-323-6420 rupertlacy@co.harrison.ms.us
Jackson Co, MS 11/09/2020-02/7/2021	**Removed & Disposed:** Veg, C&D, Leaners (488), Hangers (14,079 trees), Parks, Golf Courses, beach debris; **Monitored** by Thompson	$7,148,349	436,284	**W. Brian Fulton,** County Administrator 2915 Canty Street Pascagoula, MS 39567 228-769-3088 Brian_Fulton@co.jackson.ms.us
Pascagoula, MS 11/20/2020-12/18/2020	**Removed & Disposed:** Veg; Leaners (1 tree) & Hangers (658 trees); **Monitored** by Thompson	$286,302	20,888	**Karen Kennedy,** City Clerk 603 Watts Avenue Pascagoula, MS 39567 Ofc: 228-938-6615 cityclerk@cityofpascagoula.com
Wiggins, MS 01/21/2021-02/1/2021	**Removed and disposed** Veg, C&D Direct; Reduction by Grinding, (1) DMS Site; **Self-Monitored / Tice Engineering**	$207,733	13,359	**Michelle Gill,** Project Engineer (Tice Engineering), 510 South Vardaman Street Wiggins, MS 39577 Office: 601-928-4121 Cell: 601528-4152 michelle.gill@ticeeng.com
2020 Hurricane Sally	**10-Activations – 37 DMS's – FEMA DR-4563-AL / DR-4564-FL**	**$116,422,750**	**7,475,318**	
AL DOT SW Region – Mobile 09/24/2020 – 01/22/2021	**Removed & Disposed:** Veg, C&D, Compacted C&D, Mulch, hangers (9,111 trees), leaners (3,320 trees), stumps (92); **Reduced by** Grinding (564,550 CY) & Compaction (59,952 CY); (16 DMS); **Monitored** by Thompson	$14,264,670	709,431	**Matthew Ericksen,** SW Region Engineer 1701 West I-65 Service Road North Mobile, AL 36618 Ofc: 251-470-8200 ericksenm@dot.state.al.us
Atmore, AL 10/1/2020-11/01/2020	**Removed & Disposed:** Veg, hangers (1,082 trees), leaners (28 trees); **Reduced by** Grinding (43,759 CY), (1 DMS); **Monitored** by GMC	$673,070	43,760	**Mayor Jim Staff,** 201 East Louisville Ave. Atmore, AL 36502 Ofc: 251-368-2253 celial@cityofatmore.com
Baldwin Co, AL 09/25/2020 –04/7/2021	**Removed & Disposed:** Veg, C&D, Compacted C&D, Mulch, hangers (39,799 trees), leaners (6,030 trees), Stumps (120), White Goods (181), E-waste (24); **Reduced by** Grinding (4,217,587 CY) & C&D Compaction (293,171 CY); (13 DMS); **Monitored** by Tetra Tech	$61,896,884	4,509,547	**Terri Graham,** Solid Waste Development & Environmental Director, 22070 Hwy 59 Central Annex II 3rd & 4th Floor Robertsdale, AL 36567 251-972-6878 TGraham@baldwincounty.al.gov
Bay Minette, AL 09/25/2020 – 11/03/2020	**Removed & Disposed: Veg,** C&D, Veg, hangers (1,204 trees), leaners (48 trees); **Reduced by** Grinding (137,801 CY), (1 DMS); **Monitored** by Self Monitored	$1,516,900	141,809	**Rita Diedtrich,** City Clerk, 301 D'Olive Street Bay Minette, AL 36507 Ofc: 251-580-1637 rdiedtrich@ci.bay-minette.al.us
Daphne, AL 09/17/2020-01/05/2021	**Removed & Disposed: PUSH,** Veg, hangers (3,868 trees), leaners (191 trees), Stumps (9); **Reduced by** Grinding (375,017 CY), (1 DMS); **Monitored** by True North	$4,570,398	376,872	**Denise Penry,** EMA Accountant, 26435 Public Works Road Daphne, AL 36526 Ofc: 251-621-3182 dpenry@daphneal.com
Fairhope, AL 09/21/2020-12/19/2020	**Removed & Disposed:** Veg, C&D, Mulch, hangers (7,058 trees), leaners (374 trees), stumps (55); **Reduced by** Grinding (547,868 CY), (1 DMS); **Monitored** by True North	$8,703,289	564,853	**John Saraceno,** Emergency Management Coordinator, 161 N. Section Street Fairhope, AL 36532 Ofc: 251-929-7415 Cell: 251-331-1103 John.Saraceno@fairhopeal.gov
Gulf Shores, AL 09/17/2020-02/3/2021	**Removed & Disposed: PUSH,** Veg, C&D, Parks debris, Trails debris, waterway debris, Mulch, Compacted C&D, HHW (11,580 Lbs.), E-Waste (114), White Goods (232), Hangers (7,162 trees), Leaners (2,938 trees), Stumps (285); **Reduced by** Grinding (457,915 CY) & Compacting (40,763 CY), (1 DMS); **Monitored** by Thompson	$9,741,393	580,181	**Brandan Franklin,** Chief Building Official / EM Coordinator, 1905 West 1st Street Gulf Shores, AL 36542 251-968-1149 bfranklin@gulshoresal.gov
Okaloosa Co, FL 09/25/2020-11/2/2020	**Removed & Disposed:** Veg, C&D, mulch; **Reduced by** Grinding (22,945 CY); **Monitored** by Tetra Tech	$338,470	30,576	**Jim Reece,** Solid Waste Recycling Coordinator, 84 Ready Ave. Fort Walton Beach, FL 32548 Ofc: 850-651-7394 Cell: 850-978-1063 jreece@myokaloosa.com
Orange Beach, AL 09/20/2020-5/21/2021	**Removed & Disposed: PUSH,** Veg, C&D, Municipal debris, beach debris, trail debris, waterway debris,	$13,593,239	424,952	**Mr. Phillip West,** Coastal Resource Director, 4101 Orange Beach Blvd Orange Beach, AL 36561 Ofc: 251-981-6788 Cell: 251-747-6166 pwest@orangebeachal.gov

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
	wetlands debris, C&D compacted, mulch, HHW (151,100 lbs.), E-Waste (383), white goods (1,624), hangers (4,527 trees), leaners (725 trees), Stumps (342); **Reduced by** Grinding (228,509 CY) & Compacting (194,239 CY); **Monitored** by Thompson			
Spanish Fort, AL 09/28/2020-11/16/2020	**Removed & Disposed: PUSH**, Veg, C&D, Hangers (118 trees), leaners (14 trees); **Monitored** by Thompson	$1,124,436	93,337	**Mary Lynn Williams,** City Clerk, 7361 Spanish Fort Blvd. Spanish Fort, AL 36527 Ofc: 251-626-4884 cityclerk@cityofspanishfort.com
2020 Hurricane Laura	**10-Activations – 27 DMS's – FEMA DR-4559-LA / EM-3540-TX**	**$412,043,478**	**15,193,163**	
Alexandria, LA 8/31/2020-11/4/2020	**Removed & Disposed:** Veg, C&D, Parks and Zoo debris, mulch, hangers (2,975 trees), leaners (98 trees), stumps (1); **Reduced by** Grinding (222,758 CY); 1 Site **Monitored** by Tetra Tech	$3,643,508	228,755	**Darren Green,** Debris Manager 625 Murray Street Alexandria, LA 71301 Ofc: 318-441-6060 Cell: 318-446-2342 darren.green@cityofalex.com
Calcasieu Parish, LA 9/3/2020-9/2/2021	**Removed & Disposed: PUSH** , Veg, C&D, C&D compacted, mulch, hangers (33,714 trees), leaners (76,007 trees), white goods (4,403), e-waste (2,910), refrigerator contents (314,960 Lbs), tires (1,215) **Reduced by** Grinding (5,004,006 CY) & compacting (2,573,846 CY); 9 DMS; **Monitored** by Tetra Tech	$132,676,652	6,972,815	**Allen Wainwright,** Director of Engineering and Public Works 1015 Pithon Street, 4th Floor Lake Charles, LA 70602 337-721-3700 awainwright@calcasieuparish.gov
Calcasieu Parish, LA Laterals 10/8/2021-12/7/2023	**Removed & Disposed:** Waterway debris from Laterals / Waterways	$164,300,796	2,265,424	**Allen Wainwright,** Director of Engineering and Public Works 1015 Pithon Street, 4th Floor Lake Charles, LA 70602 337-721-3700 awainwright@calcasieuparish.gov
Calcasieu Parish, LA Dead Tree Project 10/5/2022-3/31/2023	Tree removal and hauling of debris **Removed & Disposed:** Leaners (3,305); **Reduced by** Grinding (338,062 CY), **Monitored** by Tetra Tech	$1,575,802	64,008	**Allen Wainwright,** Director of Engineering and Public Works 1015 Pithon Street, 4th Floor Lake Charles, LA 70602 337-721-3700 awainwright@calcasieuparish.gov
Calcasieu Parish, LA PPDR 11/8/2023-12/14/2024	PPDR hauling of debris **Removed & Disposed:** Veg, C&D, Non-RACM Structure Debris, Hangers (357 trees), Leaners (748), stumps (8); **Reduced by** Grinding (32,014 CY), C&D Compaction (6,190 CY), **Monitored** by Tetra Tech	$1,120,160	48,972	**Allen Wainwright,** Director of Engineering and Public Works 1015 Pithon Street, 4th Floor Lake Charles, LA 70602 337-721-3700 awainwright@calcasieuparish.gov
DeQuincy, LA 9/14/2020-4/19/2021	**Removed & Disposed:** Veg, C&D, mulch, hangers (284 trees), leaners (28 trees), stumps (3), white goods (180), refrigerator contents (12,160 lbs.), e-waste (158) **Reduced by** Grinding (107,800 CY), burning & compacting (31,106 CY); 2 Sites **Monitored** by Tetra Tech	$2,672,412	156,444	**Riley Smith,** Mayor 300 N Holly Street DeQuincy, LA 70633 SmithRiley@ymail.com
Iowa, LA 9/7/2020-3/13/2021	**Removed & Disposed:** Veg, C&D, hangers (486 trees), leaners (15 trees) white goods (52), E-waste(110); **Reduced by** Grinding (49,558 CY) & compacting (25,354 CY); 1 Site; **Monitored** by Tetra Tech	$1,401,231	74,913	**Paul Hess,** Mayor, 115 N. Thompson Ave Iowa, LA 70647 mayor@iowala.org
Lake Charles, LA 9/3/2020-9/9/2021	**Removed & Disposed: PUSH**, Veg, C&D, Compacted C&D, Mulch, hangers (19,295 trees), leaners (1,985 trees), white goods (1,574) stumps (3), HHW (4,943 lbs.) **Reduced by** Grinding (2,254,057 CY) & compacting (2,006,484 CY); 5 Sites; **Monitored** by Tetra Tech	$80,385,064	4,077,816	**John Cardone, Jr.** City Administrator 326 Pujo Street, 10th Floor Lake Charles, LA 70601 Ofc: 337-491-1381 Cell: 337-794-1513 mayorsactionline@cityoflc.us
Lake Charles, LA DEMO 8/1/2022-8/14/2022	**Demo Property Debris Removal Program; Monitored** by Tetra Tech	$366,525	LS	**Emily McDaniel,** Director of Finance, 326 Pujo Street, Lake Charles, LA 70601; 337-491-1251; Emily.mcdaniel@cityoflc.us

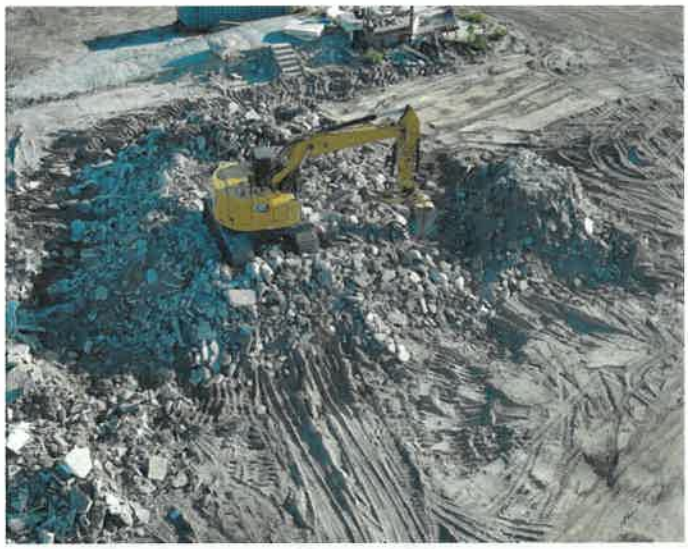
OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
1/30/2023-2/5/2023				
Sulphur, LA 9/2/2020-6/21/2021 5/11/2023-5/23/2023	**Removed & Disposed: PUSH,** Veg, C&D, Compacted C&D, Mulch, Hangers (3,326 trees), leaners (194) stumps (7), white goods (508), HHW (23,580 lbs.) **Reduced by** Grinding (503,298 CY) & compacting (338,926 CY); 1 Site; **Monitored** by Tetra Tech	$15,259,184	838,424	**Stacy Dowden,** Director of Public Works 101 N. Huntington Street Sulphur, LA 70663 Ofc: 337-527-4500 Cell: 337-764-8044 sdowden@sulphur.org
Sulphur, LA PPDR 1/31/2024-4/9/2024	**Removed & Disposed:** Veg, C&D, Hangers (50 trees), leaners (80) stumps (17), **Reduced by** Grinding (2,609 CY) & compacting (548 CY); 1 Site; **Monitored** by Tetra Tech	$116,574	3,157	**Stacy Dowden,** Director of Public Works 101 N. Huntington Street Sulphur, LA 70663 Ofc: 337-527-4500 Cell: 337-764-8044 sdowden@sulphur.org
Texas GLO 3/8/2021-3/19/2021	**Hurricane Laura & Beta** Beach debris removal LS	$189,106	LS	**Greg Pollock,** Deputy Commissioner, 1700 N. Congress Ave, Austin, TX 78711, 512-463-5329, greg.pollock@glo.texas.gov
Vinton, LA 9/1/2020-1/21/2021	**Removed & Disposed: PUSH,** Veg, C&D, Compacted C&D, Mulch, hangers (248 trees), leaners (2 trees), white goods (229), e-waste (56); **Reduced by** Grinding (103,203 CY) & compacting (41,546 CY); 2 Sites **Monitored** by Tetra Tech	$2,591,105	144,750	**Mayor Kenneth Stinson,** 1200 Horridge Street Vinton, LA 70668 Ofc: 337-496-3806 mayor@cityofvinton.com
West Calcasieu Port, LA 3/16/2021-3/25/2021	**Removed & Disposed:** Veg, C&D direct, hangers (86 trees), leaners (41)	$87,117	2,384	**Lynn Hohensee,** Port Director, 514 West Napoleon St, Sulphur, LA 70663, 337-794-4809
Westlake, LA 9/3/2020-3/13/2021	**Removed & Disposed: PUSH,** Veg, C&D, Compacted C&D, Mulch, Hangers (313 trees), leaners (401 trees), white goods (93), e-waste (35), HHW (6,480 lbs); **Reduced by** Grinding (206,656 CY) & compacting (108,644 CY); 1 Site; **Monitored** by Tetra Tech	$5,715,701	315,301	**Mayor Robert Hardey,** 101 Mulberry Street Westlake, LA 70669 Ofc: 337-532-2757 mayor@cityofwestlake.com

Operational Highlight – Hurricane Ian (2022)

Florida Division of Emergency Management (FDEM) – Lee County, Florida

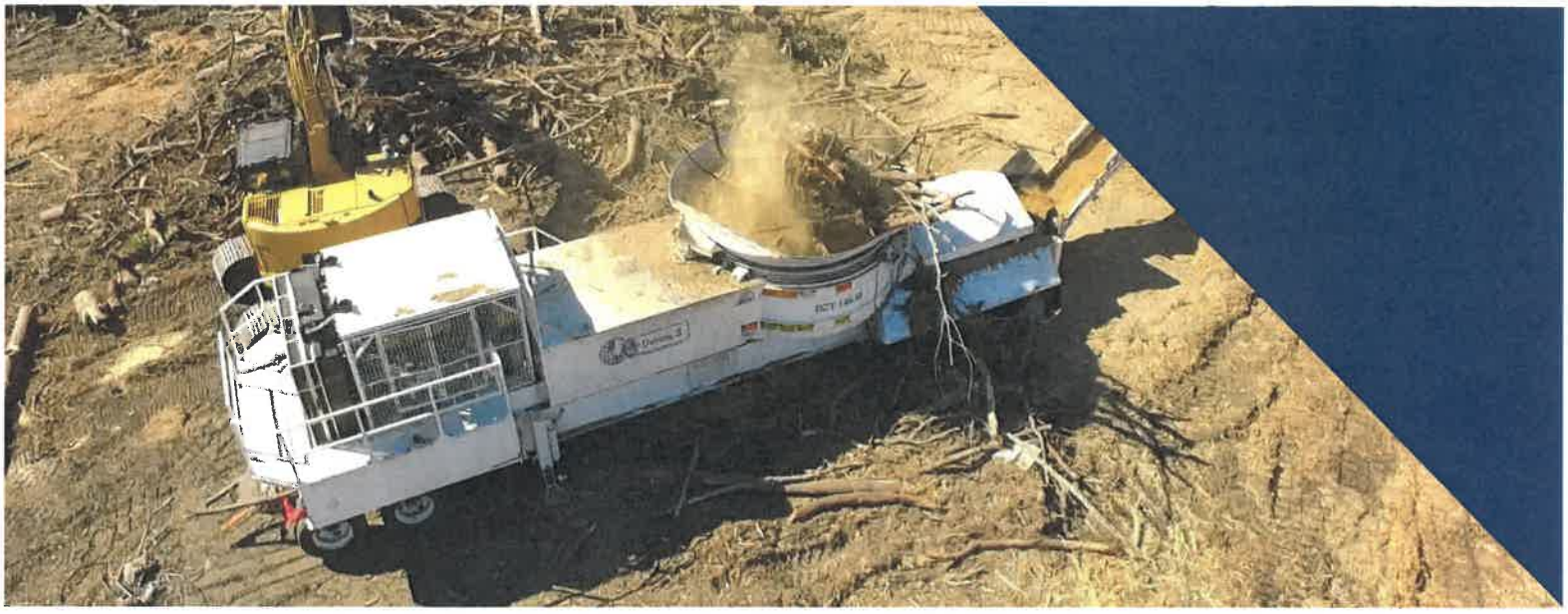
- Private, Commercial (PPDR/ CPDR) and Titled Property Debris Removal *(11/30/2022 – 01/29/2024)*







CrowderGulf's operations for the State of Florida's Division of Emergency Management (FDEM) in Lee County, Florida following Hurricane Ian exemplifies our teams ability to conduct large-scale structural demolition and disposal operations, as well as debris removal from private, commercial, and public property. Throughout the operational timeline, CrowderGulf executed over 1,200 invidual work orders for private and commerial debris removal, including tasked debris removal in public property work areas. Case management responsibilities included review and execution of work orders, as well as project scheduling and daily coordination with State representatives. Scopes of service included individual operations for structural demolition, asbestos abatement and removal, debris removal, hazardous tree work and hazardous stumps, vehicle and vessel removal and disposal, white goods with freon removal, household hazardous waste, and concrete removal and disposal. CrowderGulf's operations for the State of Florida in service to Lee County resulted in *1.5 million cubic yards* of private and commercial property debris removal for total a project value of *$95,353,212*. Most notably, CrowderGulf's pre-event disaster debris removal activations accounted for over *10.3 million cubic yards* of additional debris debris removed throughout Lee County during the Hurricane Ian response. In total, CrowderGulf removed, processed, and disposed of nearly ***12 million cubic yards*** of debris within the county while simultaneously servicing 30 additional contract activations across the State of Florida stemming from Ian.



CROWDER GULF

Tab 5. Resources & Availability



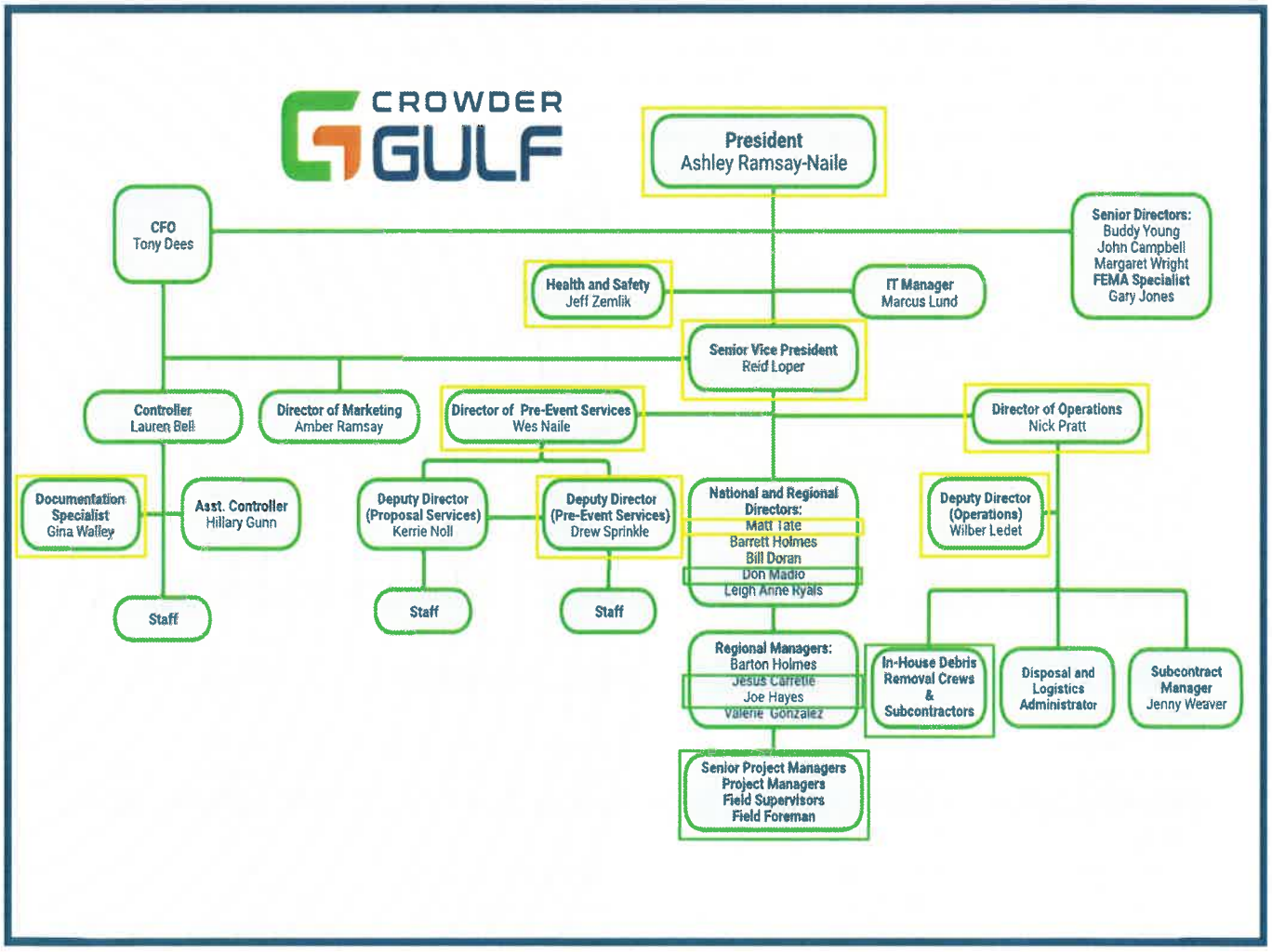
Polk County, FL

RFP 26-011 for Disaster Debris Removal Services

Tab 5. Resources and Availability

Organizational Chart

The Organizational Chart presented below depicts the structure and chain of command of the Company. CrowderGulf uses an organizational hierarchy based on the nationally recognized Incident Command System (ICS). The ICS employs a cascade of organizational components in groups of five or less to assure good quality control in high stress operations. This arrangement limits the respective spans of control to tolerable levels. CrowderGulf's use of the ICS-based hierarchy of responsibilities exploits the strength and flexibility of its management/supervisory structure.



Key Personnel

CrowderGulf Disaster Management brings the most responsible and experienced organization to partner with Polk County. CrowderGulf's extensive experience and personnel resources enable us to quickly assemble uniquely trained and experienced project teams and match specialized equipment and subcontractor resources with project execution requirements.

All CrowderGulf officers, managers and supervisors have been involved in previous successful disaster related to debris operations and have been fully trained in quality control, safety, ethics and drug policies of CrowderGulf. Should we need their services we have additional management resources that include retired and semi-retired construction, City, County, FEMA, and Power Company professionals who are experienced in managing and inspecting disaster related work. We also have a standby agreement in place with various engineering companies to provide personnel for engineering services, if needed.

▪ Project Management Team Member Bios

The names and biographical information about CrowderGulf's professional staff that could be assigned to the County's Management Team are provided below. Everyone is very experienced in emergency debris management. Depending on the need, additional staff may serve the County. All additional CrowderGulf staff added will be upon approval of the County. CrowderGulf personnel assigned are dedicated to the project from activation until project closeout. Assigned personnel will devote 100% of their time to the County. This provides consistency and enhances communication with all recovery agencies involved with the County's recovery. Those members highlighted in yellow have been specifically assigned to support Polk County's contract management needs throughout the year across the contract term, including any activations in the County. Staff members highlighted in green are assigned to support the direct pre-planning and client support needs of the County throughout the year across the contract term, as well as project management.

Name	Position	Email	Phone	Years' Experience
Ashley Ramsay-Naile	President	jramsay@crowdergulf.com	(646) 872-1548	30
Reid Loper	Senior Vice President	rloper@crowdergulf.com	(678) 477-3755	20
Jacob "Matt" Tate	Director of National Response and Recovery	mtate@crowdergulf.com	(251) 402-4696	26+
Wilber Ledet	Deputy Director of Operations	wledet@crowdergulf.com	(228) 326-5915	18
Nick Pratt	Director of Operations	npratt@crowdergulf.com	(251) 402-5566	21
Margaret Wright	Documentation Director / PhD	mwright@crowdergulf.com	(251) 604-6346	29
Wesley Naile	Director of Pre-Event Services	wnaile@crowdergulf.com	(251) 533-5585	21
Drew Sprinkle	Deputy Director of Pre-event Services	dsprinkle@crowdergulf.com	(251) 423-1100	9
Leigh Anne Ryals	Regional Director	lryals@crowdergulf.com	(251) 751-8660	26+
Barrett Holmes	Regional Director	bholmes@crowergulf.com	(864) 569-6611	26+
Don Madio	Regional Director	dmadio@crowdergulf.com	(813) 285-8749	26
Bill Doran	Director of Government Programs and Policy / Regional Director	bdoran@crowdergulf.com	(225) 456-1752	27+
Joe Hayes	Regional Manager	jhayes@crowdergulf.com	(561) 315-1360	8
Barton Holmes	Regional Manager	barton@crowdergulf.com	(864) 906-1671	6
Valerie Gonzalez	Regional Manager	vgonzalez@crowdergulf.com	(361) 704-2548	9
Clayton Young	Regional Manager	cyoung@crowdergulf.com	(940) 206-6996	14
Matt Lucas	Senior Project Manager	mlucas@crowdergulf.com	(609) 731-2858	26+
Lew Najor	Project Manager	lnajor@crowdergulf.com	(850) 393-9985	28
Howard Turner	Project Manager	hturner@crowdergulf.com	(804) 814-6197	22
Isam Brisco	Project Manager	ibrisco@crowdergulf.com	(512) 373-0586	11
Jim Frye	Project Manager	jfrye@crowdergulf.com	(228) 990-1965	10
Marian Banks	Project Manager	mbanks@crowdegulf.com	(706) 968-1943	7
John Campbell	Senior Director	jcampbell@crowdergulf.com	(859) 963-8672	26+
Buddy Young	Senior Director	byoung@crowdergulf.com	(940) 597-4252	26+
Jeff Zemlik	Safety Manager	jzemlik@crowdergulf.com	(251) 509-9422	13
Jesus Carretie	Program Manager	jcarretie@crowdergulf.com	(512) 375-0229	11
Brandon Remley	Project Manager	bremley@crowdergulf.com	(940) 300-9644	3
Amber Ramsay	PR & Marketing Manager	amber@crowdergulf.com	(251) 379-5922	20+
Gina Walley	AR / Documentation Specialist	gwalley@crowdergulf.com	(251)599-3741	20+
Jenny Todd-Weaver	Subcontractor Compliance Manager	jtodd@crowdergulf.com	(205) 454-5242	15+

▪ Corporate Management Team / Top Level Management Personnel

The personnel listed below bring a wealth of disaster debris removal and management experience. They have been involved in management and operational decisions of all past contract activations for the past 10 years. Their knowledge and expertise make them invaluable assets in any debris removal operation from startup to final invoicing and reconciliation.

Ashley Ramsay-Naile – President



Mrs. Ramsay-Naile is a Graduate of the University of South Alabama. She has been involved in managing the day-to-day business of CrowderGulf operations since 1995 when Hurricane Opal impacted the Florida Panhandle. She has played a vital role in establishing the Disaster Administration Office (DAO) in which she has structured and managed since its acquisition. As President for CrowderGulf, her role has provided a liaison to clients, logistics coordination with our field operations, contract negotiations, preparation of proposals, subcontractor coordination, field supervisor, project management, and all aspects of back-office activities including accounts payable, accounts receivable and human resources.

Having served in both field and documentation management positions, Mrs. Ramsay-Naile is very knowledgeable in all aspects of the debris recovery business and a national leader in the field. **Due to Ashley's integrity and excellent leadership skills, CrowderGulf has continued to cultivate one of the most dedicated and capable teams in the disaster debris recovery business.** Mrs. Ramsay-Naile is involved with all aspects of decision making for CrowderGulf and is an authorized contract signer for the Company.

CrowderGulf President, Ashley Ramsay-Naile will act as an authorized signer, and will be directly involved in any resulting evaluations, negotiations and recommendations for Polk County.

Reid Loper – Senior Vice President



With over 15 years of experience in the disaster recovery field, Reid Loper is a recognized leader in managing recovery efforts for some of the nation's most catastrophic disasters. As a subject matter expert in debris specific FEMA policies and procedures, Loper is also an industry authority in waterway debris removal methods, having contributed significantly to the development of best practices in this specialized area. Loper's extensive experience includes pivotal roles in disaster recovery efforts such as the BP Deepwater Horizon oil spill, Hurricane Sandy in New Jersey, Hurricane Michael on the Florida Panhandle, along with record setting storms such as Hurricanes Ian, Helene and Milton.

Specializing in complex, high-risk debris removal operations, Loper has expertise in navigating challenging logistical hurdles, difficult access scenarios, hazardous waste handling and disposal in post-disaster environments. He is widely regarded for his ability to manage operations in challenging conditions and his leadership in ensuring efficient and safe recovery operations is second to none. Having reviewed and personally performed pricing for over 1,500 disaster-specific debris removal RFPs, he is a sought-after expert in the field. He has served on numerous panels alongside industry leaders and government officials, offering guidance on effective strategies for executing disaster recovery missions.

Reid Loper began his career at CrowderGulf in 2010 as a Senior Project Manager after gaining valuable management experience at a leading commercial construction company in Atlanta, GA. His ability to manage multiple projects simultaneously was honed during the BP Deepwater Horizon incident, where he successfully oversaw more than 1,200 personnel, 600 pieces of equipment, and eight forward operating bases across Alabama as an integral part of the Incident Command System. In 2012, he was selected to lead CrowderGulf's Hurricane Sandy Response for the Department of Environmental Protection in New Jersey. Since then, Loper has managed the removal of more than 92 million cubic yards of debris across various CrowderGulf projects. Promoted to Vice President, Reid played a pivotal role during the unprecedented 2017 storm season, overseeing 93 simultaneous debris missions. During the aftermath of Hurricane Michael in 2018, Loper led efforts to remove over 14.4 million cubic yards of debris from the Florida Panhandle. In 2020, one of the most active storm seasons in history, he managed more than 22 million cubic yards of debris removal across Louisiana, Mississippi, and Alabama.

In addition to his leadership role in disaster recovery, Reid Loper is a nationally recognized expert in waterborne debris removal and manages CrowderGulf's Waterway Debris Removal division, overseeing projects throughout the nation. A graduate of Auburn University with a bachelor's degree in aerospace engineering, Loper is a LEED Accredited Professional who has received certifications from FEMA and NIMS. He is a member of NEMA and holds OSHA 30 and HAZWOPER 40 certifications. He also holds general contractor licenses in Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, and Louisiana. He currently serves on the board of the Alabama Coastal Foundation. Loper is married and the proud father of three little girls.

CrowderGulf Senior Vice President, Reid Loper will act as an authorized signer, and will be directly involved in any resulting evaluations, negotiations and recommendations for Polk County. Additionally, Mr. Loper will assign CrowderGulf project management and field staff to tailor a complete project and field management team for any resulting activations in Polk County.

Jacob "Matt" Tate – Director of National Response and Recovery



Matt retired after 25 years with United States Army Corps of Engineers (USACE) with 20 of those years providing leadership in a variety of USACE projects, programs, and disaster related response missions. During his time with USACE, Matt was deployed as a Type 1 Debris Subject Matter Expert (Lead Debris SME) to 38 different disaster events that included floods, hurricanes, typhoons, wildfires, winter weather and building collapses throughout the United States and outside the continental United States. Matt has extensive knowledge in overall Project Management including Contract and Scope of Work development, Contract Negotiations, Budgeting, Scheduling, Resourcing, Cost Estimating, Quality Control, Safety and Debris Management /Removal Operations to include Right-of-Way Debris Removal (ROW), Private Property Debris Removal (PPDR), Commercial Debris Removal (CDR), Demolition, Waterway/Marine Debris, Debris Management Site (DMS) Development and Operations, Reduction, Recycling and Disposal. His extensive background makes him uniquely qualified to take on CG's newest role of "National Director of Response and Recovery". In this role, Matt will expand CG's opportunities in the federal markets while also bolstering our already successful pre-event contract, as well as establish and foster strategic teaming partnerships.

Matt started his esteemed career as an Engineering co-op student in 1999 with USACE Mobile District. After graduating from the University of South Alabama in 2003 with a Bachelor of Science in Civil Engineering, Matt worked his way up to Supervisory Civil Engineer, and in 2008 was selected as Mobile District Disaster Program Manager for the Emergency Management Branch, Operations Division. Serving in this position, he was responsible for readiness and response activities throughout the district's area of responsibility which included all hazards disaster related programs, directives, detailed plans, and preparedness measures. He also served as the USACE National Debris Program Manager/ Lead Subject Matter Expert where he managed all FEMA missions that included assigned debris activities to the Department of Defense. Matt frequently briefed and provided information to the Head Quarters USACE and General Staff. He served as the primary point of contact for all manners of debris mission activation and deployment recommendations, to be prepared for potential debris missions. Matt received numerous awards and recognition throughout his illustrious career.

CrowderGulf National Director of Response and Recovery, Matt Tate, will be directly involved in any resulting evaluations, negotiations and recommendations for Polk County. Additionally, Matt will continually advise and support management and field staff on updated Federal and State Public Assistance Policies, current debris management best practices and any specialized programs resulting from specific disaster events.

Nick Pratt – Director of Operations



Mr. Pratt serves as CrowderGulf's Director of Operations. Nick is the lead in the initial onsite team when a disaster strikes our clients. His ability to assess damage, evaluate the needs, coordinate field assets and subcontractor resources is invaluable to the overall success of our many projects. Since starting work with CrowderGulf in 2004, Nick has worked in every disaster activation from Florida to Texas and New York to New Jersey. He has honed his skills as he worked in various field leadership positions, from crew foreman, equipment operator, field supervisor, project manager, and currently as the Director of Operations. Nick is a trustworthy man of action that works with Clients in an honest and forthright manner to help restore cities and counties after a disaster. His work ethic and management skills have gained him the respect of all that work with him, including the CrowderGulf team, Clients and subcontractors.

Since 2005, Nick has been one of the first CrowderGulf team members to be on the ground and/or in the air assessing the needs of our clients, communicating with our team and directing the necessary resources to ensure every project is working to restore citizens to normalcy as quickly as possible. Mr. Pratt also serves as a vital Quality Control agent to ensure that all work is completed efficiently and within the parameters of all FEMA regulations, local and state laws.

He initially handled all the logistics for the Oil Spill project, putting hundreds of pieces of CrowderGulf equipment in place and directing and training hundreds of CrowderGulf employees throughout the operation. Nick has continued to assist our team by providing his expert knowledge and leadership in the field to complete any assignment given to him on or ahead of schedule. Nick has played a vital role as project manager for our large waterway debris removal contract with the New Jersey Dept. of Environmental Services, as a result of Hurricane Sandy in 2012. From 2012- 2018, Nick has worked numerous disaster responses for CrowderGulf providing Project Management and asset coordination assistance for multi-state responses. In 2017, Nick worked to secure subcontractors, field personnel, equipment and assets after Hurricane Harvey struck the Texas Coast.

Hurricane Irma devastated Florida two weeks later and he remobilized and oversaw the same task items along the Florida Coast. He managed to supply necessary subcontractors and equipment to all **91 activated contracts** in Texas and Florida after those two historical storms. **These two storms combined to require services from 683 Total Subcontractors throughout 2 States**. In addition, Mr. Pratt has been the Senior Project Manager in the field for the Florida Department of Environmental Protection waterway debris removal project that occurred after Hurricane Irma. Multiple Counties throughout Florida activated contracts and he worked with Project Managers to remove approximately **250,000 Cubic Yards** of waterway debris.

In 2018, Mr. Pratt provided leadership and resource assets for CrowderGulf's simultaneous activations in North Carolina following Hurricane Florence, in which CrowderGulf had 20 contract activations and in the Florida Panhandle for 11 additional contract activations following the devastating Category V, Hurricane Michael. Mr. Pratt worked to secure necessary subcontractors, field personnel and equipment to approximately 11 Clients after Hurricanes Laura and Delta struck Louisiana and Hurricane Sally severely damaged the Alabama Coast. **Most recently Mr. Pratt worked in the States of Florida, Georgia, North Carolina and South Carolina after Hurricanes Milton and Helene caused severe damage and historic flooding. These activations were historic in nature because the storms damages areas not prone to typical hurricane winds and flooding.** His ability to assess each project's needs, assign personnel, and inventory assets has been instrumental in our ability to meet each contract activation with the necessary resources to quickly and efficiently respond to each client. Mr. Pratt attended the University of South Alabama. He also holds certificates in CPR and First Aid, 40-hour HAZWOPER and refresher and in 30 HR OSHA Construction. (NIMS Trained)

CrowderGulf Director of Operations, Nick Pratt, will be directly involved with any activations in Polk County. Mr. Pratt will allocate and assign equipment, operators, project resources and subcontractors, including specialized debris removal equipment, ensuring a complete and fully staffed response in coordination with Polk County stakeholders.

Margaret R. Wright, Ph.D. – Senior Documentation Director



Dr. Wright has over 25 years of professional training and managerial experience. As a vital member of CrowderGulf's Senior Management Team, her roles have included technical proposal writing, training developer and facilitator, regulations compliance, management of record keeping, including day-to-day operations of work completed, communication and coordination with contracting entities during reconciling process, and conducting formal evaluations upon project completion.

Dr. Wright worked in field operations, 2003 – 2010, setting up and managing field offices, hiring and training personnel to work with all required documentation, and at CrowderGulf's Disaster Assistance Office (DAO) after all major disasters since 2010. Her work in the field began several years before monitoring companies were prevalent and before ADMS was developed. All ticket data were entered into CrowderGulf's unique and strong database that was developed by a retired engineer on staff. After Hurricane Ike in 2003, Dr. Wright developed an Orientation Training Program for Hurricane Preparedness and FEMA Regulations. She and Mr. Young presented training courses throughout Florida, Virginia, South Carolina and Texas for CrowderGulf Clients with pre-event contracts.

As an example of CrowderGulf's commitment to Clients, in 2017, Dr. Wright worked **onsite** for over six weeks with our client and their monitoring firm to assure that documentation and FEMA reimbursement went smoothly after Hurricane Hermine. She worked to properly invoice and document approximately 9 Million Dollars for the City of Tallahassee and Leon County. Dr. Wright currently assists with proposal writing and mentoring new employees on disaster debris operations. (NIMS Trained)

John Campbell – Senior Director



Mr. Campbell has experience in disaster response planning and management since 1968. He has a B.S. degree in Political Science from the University of Southern Mississippi and a Master's degree in Logistics Management from the Florida Institute of Technology. After retirement from the U.S. Army as a full Colonel with 30 years of service, he served for six years as Chief of Operations for Lee County Emergency Management in Fort Myers, Florida. He has direct experience in debris recovery operations from Hurricane Iniki in Hawaii and Hurricanes Charley, Ivan and Wilma that impacted Southwest Florida. He also provided mutual aide to Escambia County, Florida following Hurricane Ivan. During his 36 years of public service, he amassed an extensive background in high-level management, disaster response and training. He also trains CrowderGulf clients in all facets of debris management, Incident Command System (ICS), National Incident Management System (NIMS) and the FEMA PA program process. Mr. Campbell was previously qualified as an accredited Professional Emergency Manager through the Florida Emergency Preparedness Association (FEPA) and remains active in the organization.
(NIMS Certified Instructor)

Raymond "Buddy" Young – Senior Director



Mr. Young was **Regional Director of FEMA Region VI from 1993 – 2001** and served as Administrator for 133 federally declared disasters and emergencies. He is nationally known and recognized in the Emergency Management field and is extremely knowledgeable about FEMA policies and procedures. He is a retired Captain of the Arkansas State Police where he served for 26 years. As the Director of Operations, Mr. Young has been directly involved in the field operations for all major disasters from Hurricane Isabel in 2003. Mr. Young's FEMA knowledge and experience is invaluable to both CrowderGulf and all clients as decisions must be made during the cleanup operation. Mr. Young is one of the most knowledgeable people working in the debris management field with firsthand experience in managing major disasters. He is also a current member of the Board of Directors for the Disaster Recovery Contractors Association (DRCA). (NIMS Trained)

Gary Jones – FEMA Specialist and Technical Assistance Manager



Mr. Jones has over 28 years' experience working for the Federal Emergency Management Agency (FEM A). He served as **Deputy Regional Director of FEMA Region VI for 17 years**. During those 17 years as Deputy, he also served as Acting Regional Director for 4 years. Mr. Jones was responsible for administration of emergency management programs in the FEMA Region VI states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. He provided direct oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region.

Additionally, Mr. Jones served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, and Hazardous Materials, Earthquake and Hurricane Preparedness, Dam Safety and Chemical Stockpile Emergency Preparedness programs. He was designated Federal Coordinating Officer for Hurricanes Katrina, Rita and Georges and provided executive leadership to over 300 federally declared disasters. Mr. Jones has a master's degree from Tulane University and a Bachelor's Degree from the University of Arkansas. (NIMS Trained)

▪ Regional Directors and Regional Managers

Don Madio – Regional Director (FL)



Don Madio is a life-long resident of Florida and serves as CrowderGulf's Regional Director for the state. Mr. Madio began his career in the disaster recovery industry in 1999. Since that time, he has served on more than 200 mid-to-large scale disaster recovery, waterway, and debris management projects. Upon taking a position with CrowderGulf following Hurricane Mathew, Don oversaw seven debris removal and waterway projects that were successfully completed within the client's time frame and contract specifications. Shortly thereafter, in 2017, Don became Florida's Regional Manager following the devastation of Hurricane Irma, one of the most powerful and damaging Atlantic hurricanes ever recorded. His extensive management experience, multi-tasking and organizational skills served him well as he was tasked to oversee operations throughout the state.

He and his team of project managers and field supervisors successfully managed the removal of over 11.8 million cubic yards of debris for 64 debris management and waterway projects. Following Hurricane Michael's destructive impacts in the Florida Panhandle, Don helped supervise multiple projects throughout the region, where over 15 million cubic yards of debris were removed and disposed. Recently, Don worked throughout the state of Florida providing guidance and assistance to CrowderGulf clients affected by Hurricane's Ian and Nicole in 2022.

Don also helped supervise the management of 34 different contract activations for both storms. He continues to provide guidance for those projects and multiple activations in the wake of Hurricane Idalia along Florida's West Coast in 2023. When he isn't in the midst of storm season, Don enjoys traveling the state and building relationships with clients as well as providing contract maintenance, training, and technical assistance. A seasoned believer in pre-planning and operational improvement, Don also administers annual training to project managers, field supervisors, and regional subcontractors. Mr. Madio is a University of Florida graduate and holds multiple FEMA and USACE certifications.

Serving as Florida Regional Director, Don Madio will be one of the County's direct points of contact for day-to-day pre-planning and coordination, client education, prior to an event, and throughout any resulting activations in the County. Additionally, Mr. Madio will be directly involved with any evaluations or recommendations in Polk County.

Barrett Holmes – Regional Director (East Coast)



Colonel (Retired) Holmes joined the CrowderGulf Management Team with more than 30 years of successful leadership and management experience with the United States Army. He is a combat veteran of the United States Army with a distinguished military career where he successfully led engineer units from the platoon to the brigade level. He commanded the 20th Engineer Battalion and was assigned to the First Brigade Combat Team of the First Cavalry Division, Fort Hood, Texas. The Battalion was awarded the Army Valorous Unit Citation for their Combat Service during Operation Iraqi Freedom II. Under his leadership, the 20th Engineer Battalion supervised construction projects valued at over $718 million in eastern Baghdad, Iraq under austere conditions. Following his service in Iraq, Colonel Holmes was selected to command the Japan Engineer District in Tokyo, Japan. As the District Engineer, he led the design and construction agency for all Unites States forces and federal agencies in Japan and was responsible for a multinational construction program valued at over $975 million.

Colonel Holmes then served as the Defense Coordinating Officer (DCO), the Principal Department of Defense representative with the Federal Emergency Management Agency (FEMA) Region IV. He coordinated Department of Defense resources for numerous disasters to include Hurricanes Earl, Isaac, and Sandy and provided extended support for the United States Coast Guard during the Gulf Coast clean-up following the Deep-Water Horizon oil spill.
Since Barrett joined the CrowderGulf Team he has deployed in 16 activations and managed over 65 projects that include hurricanes, floods, tornadoes and ice storms. In 2022 when Hurricane Ian devastated Florida's Gulf coast, Barrett managed CrowderGulf's complex recovery operation on Sanibel Island, Florida. Sanibel's causeway and bridges breeched in multiple locations; CrowderGulf rapidly established barging operations and transported over 1,200 pieces of equipment to expedite recovery.

During his 40 plus years of service and work experience he has developed an extensive background in leadership skills, training management and disaster response. During his tenure with CrowderGulf, Barrett has conducted well over 200 training sessions with clients, and he is able to share lessons learned and experience with clients to better prepare them for disasters. He received a BA degree from Clemson University, as MA degree from the University of Florida and is a graduate of the Army War College with a Master of Strategic Studies degree. He also affiliated with the Society of American Military Engineers and the Army Engineer Association. (NIMS Trained)

Bill Doran – Director of Government Programs and Policy / Regional Director (LA)



A Louisiana native, Bill is a highly knowledgeable and experienced member of the CrowderGulf Team. He has decades of experience in Disaster Recovery and is considered a Subject Matter Expert (SME) regarding Federal Programs, State and Federal Government Intergovernmental Affairs involved in Disaster Preparedness, Response, Recovery and Mitigation, to include Federal Grant Programs for FEMA, HUD, USDA, USACOE, Dept of Homeland Security and U.S. Armed Forces. He retired as a presidentially appointed Federal Coordinating Officer (FCO) with FEMA after 8 years, serving in both the Obama and Trump Administrations.

Prior to joining FEMA, Bill retired as an Air Force Colonel with 28 years of total service. Bill's experience includes over 25 Federally declared disasters in 9 different states. These include Hurricane Harvey, Texas & Baton Rouge Flood Recovery, the Moore Tornado in Oklahoma, and Katrina/Rita Long Term Recovery as well as serving as the Response Director for FEMA Region 6.

While in the Air Force, Bill was assigned as Joint Director of Military Support for the Louisiana National Guard to support domestic operations for Homeland security and Disaster support to civil authorities, including the Responses to Hurricanes Katrina/Rita, Gustav/Ike and the BP Oil Spill. Prior to that he also served as the full-time Squadron Commander for Aircraft Maintenance of the F-15 aircraft while stationed at NAS Joint Reserve Base New Orleans. Highlights of service include conducting operations for Noble Eagle post 9/11 and deploying to the Middle East twice for ongoing operations. Bill holds degrees from the Emergency Management Institute Executive Academy (Harvard Kennedy School of Government, Naval Post Graduate School, University of Hawaii, Texas A&M), the University of Maryland, (MD Master of Science in Management), the USAF Air War College and Louisiana State University (B.A. Journalism). Bill is also a Certified Emergency Manager (CEM) by the International Association of Emergency Managers.

Leigh Anne Ryals, ALEM, CLEM – Regional Director (AL, MS & TX)



Mrs. Ryals has over 17 years of experience and training in Emergency Management. She has 11 years serving as an Emergency Management Director and 5 years serving as a Disaster Public Information Officer. She has worked on 12 Presidential Disaster Declarations and one Incident of National Significance, the Deep-Water Horizon oil spill, and of those disasters she served as Incident Commander for eight of those events prior to starting work with CrowderGulf. Mrs. Ryals joined CrowderGulf in 2011 and immediately began work in North Carolina following Hurricane Irene. She used her knowledge of the FEMA Public Assistance Reimbursement Program and experience to provide quality control and project oversight to assist our team and our clients in program policy and procedures. She serves as a Regional Director for the states of Alabama, Mississippi and Texas.

Mrs. Ryals experience includes writing Debris Management and Mitigation Plans for County and Municipal Governments. She is extremely knowledgeable with FEMA's public assistance policies and procedures and has been successful in the FEMA appeals process. She has served as a member of the FEMA Hurricane Liaison Team and testified before the 110th and 111th U.S. Congress on Hurricane Katrina Preparedness and Response Initiatives – Best Management Practices. She obtained valuable knowledge in documentation proper damage survey, reports/technical writing, and extensive knowledge on FEMA policy and procedure. Mrs. Ryals learned first-hand the type of documentation and determination it takes to be successful in an OIG / FEMA audit.

Mrs. Ryals utilizes her knowledge and previous experience to train new Project Managers and enjoys sharing her experience through classes, seminars and national and state held conferences. She conducts client preparedness and education training and serves as the Regional Director for CrowderGulf and a Project Manager when needed. Following Hurricane Milton in Florida, Hurricane Matthew in Georgia, Hurricane Harvey in Texas and Hurricane Sally in Alabama, Mrs. Ryals utilized her knowledge and skills to provide project management expertise. Following Hurricane Ian, Mrs. Ryals provided Project Management Services to Synergy Inc., a private insurance Company representing the Charlotte County Florida School System. This work included the collection, removal and disposal of debris for thirty-five school properties and the demolition of two school facilities. She was Licensed and Certified as an Alabama Emergency Manager; and a NIMS 300 & 400 Course Instructor. She holds numerous FEMA and State Emergency Management Certifications.

Drew Sprinkle – Deputy Director of Pre-Event Services



Mr. Sprinkle currently serves as the **Deputy Director of Pre Event Services** and **Regional Manager for Alabama and Mississippi** at CrowderGulf. With over a decade of experience in the disaster debris removal industry, Drew has successfully led a wide range of complex projects. His diverse roles within CrowderGulf have provided him with a comprehensive understanding of the business's multifaceted operations.

Drew's initial experience with CrowderGulf was in 2008 following Hurricane Ike, serving as a Field Supervisor on the Bolivar Peninsula in Texas. In 2010, he contributed to the BP Oil Spill response as a Logistics Supervisor. Drew returned to CrowderGulf full-time role in 2017 as a Project Manager, bringing valuable experience from his previous position as a Logistics Account Manager at a leading firm in Chattanooga, TN.

From 2018 to 2022, Drew directed numerous projects of varying size and complexity, including:

- **2018:** Successfully supervised over 200 employees during a major environmental response in South Florida, overseeing the removal of more than 4,000 tons of decomposing marine life caused by a Red Tide Fish Kill.
- **2018:** Managed recovery operations in **Horry County, SC**, following **Hurricane Florence**.
- **2018-2019:** Led debris removal and disposal efforts in **Parker** and **Lynn Haven, FL**, after **Hurricane Michael**, coordinating the removal of over **1.2 million cubic yards** of debris.
- **2020**: Served as Project Manager for the City of Gulf Shores, AL, in the aftermath of Hurricane Sally,
- **2022**, Managed recovery efforts in the City of Venice, FL, following Hurricane Ian.

In addition to his debris recovery expertise, Drew has overseen several high-profile special projects. Most recently he managed a **$9 million marine construction project for The Nature Conservancy,** which involved constructing 33 oyster reefs, using precision limestone placement techniques, to ensure design tolerances were met. As Senior Project Manager, he was responsible for project bidding, subcontractor coordination, submittal packages, client communication, and invoicing.

Drew has recently assumed a more prominent role at the CrowderGulf Disaster Administrative Office (DAO), where he serves as the **Deputy Director of Pre-Event Services**. In this capacity, he facilitates communication between CrowderGulf clients and the Operations team to ensure the accurate management of contract amendments, cost estimates, and proposal organization, and not to exceed amounts. Drew also plays a key role in pricing pre-event contracts under the direction of Senior Vice President Reid Loper.

Drew holds a Bachelor's degree in Business Administration with a concentration in Supply Chain Management from Auburn University. He is a licensed General Contractor in **Alabama, North Carolina, California, and Tennessee**, and holds multiple industry certifications, including **OSHA 30, TWIC, and NIMS**. Additionally, he possesses a U.S. **Coast Guard Merchant Mariner Credential (OUPV)**.

CrowderGulf's Deputy Director of Pre-Event Services, Drew Sprinkle, will be one of Polk County's day-to-day points of contact for contract-related updates and pre-event services.

Joe Hayes - Regional Manager (FL)



Joe Hayes grew up around the storm relief and disaster debris management industry. Combined with a strong background in general contracting, agriculture, and various other aspects of debris management, he is accustomed to providing the leadership and oversight to complete projects expediently, efficiently, and to the clients' utmost satisfaction. In 2016, Joe joined the CrowderGulf team as a field supervisor in the wake of Hurricane Matthew. In 2017, following Hurricane Irma, Joe was tasked as a Project Manager; managing several projects throughout the South Florida area after Irma caused widespread damage throughout the state. Through these projects and the combined effort of the CrowderGulf team, **10 MILLION CUBIC YARDS** of Hurricane Irma related debris were managed and disposed of; facilitating an extensive statewide recovery.

In 2018, following the devastation of Hurricane Michael's effect on the Florida Panhandle, Joe was tasked with managing the removal and disposal of debris left by this strong category 5 hurricane in Jackson County, FL. Mr.

Hayes, along with his CrowderGulf team were able to mitigate the challenges of such a large-scale disaster all the while employing innovative support and leadership to provide relief to the devastated county. He and his team of field supervisors oversaw hundreds of assets and personnel; providing the logistics that resulted in over **2.5 MILLION CUBIC YARDS** of debris being removed and disposed of in Jackson County alone.

In 2020, Mr. Hayes along with other key members of the CrowderGulf management team were sent to Calcasieu Parish, Louisiana after Hurricane Laura tore through the state. Having been tasked with managing the recovery effort in the unincorporated portion of the Parish, Joe and his colleagues removed over **7 MILLION of the estimated 12.5 MILLION CUBIC YARDs** of debris for the Parish and its included municipalities.

In 2022, following the catastrophic impacts of Hurricane Ian in Lee County, Florida, Joe and the CrowderGulf team collected over **6.3 MILLION CUBIC YARDS** from the rights-of-way throughout the unincorporated county, contributing to an over **12 MILLION CUBIC YARD** CrowderGulf response and recovery effort throughout all of Lee County. Returning to Lee County in 2024, Joe and his management team collected over **550,000 CUBIC YARDS** of debris stemming from Hurricanes Helene and Milton, including extensive debris removal barging operations for three of the County's heavily impacted barrier island communities.

Along with Joe 's experience in managing large-scale disaster recovery projects, he has also managed a broad range of other debris projects throughout Florida and the southeast. When he is not in the field, Joe is a CrowderGulf representative for the State of Florida, ensuring the utmost level of preparedness and support for each client. Mr. Hayes is a Florida native, a lifelong Palm Beach County resident, and is an honors graduate of Florida Atlantic University. (NIMS Trained)

Serving as Florida Regional Manager, Joe Hayes will be one of the County's direct points of contact for day-to-day pre-planning and coordination, client education, prior to an event and throughout any resulting activations in the County. Additionally, Mr. Hayes will be directly involved with any evaluations or recommendations for Polk County.

Barton Holmes – Regional Manager (East Coast)



Barton brings to CrowderGulf a distinguished background in Law Enforcement and service in the US Army with US Army Special Operations Command. Mr. Holmes joined CrowderGulf in 2016 as a Field Supervisor during multiple activations for Hurricane Matthew where he developed and implemented the industry's first usage of drones for debris removal documentation and volumetric calculation. His insight allowed the CrowderGulf team to streamline various aspects of the Hurricane Matthew recovery effort for the Island of Hilton Head and other clients along the East Coast. In 2017, Barton was tasked as a project manager for multiple projects along the Texas Coast in the aftermath of Hurricane Harvey. In 2021, Mr. Holmes worked with Warren County and Bowling Green, Kentucky, after an EF-3 Tornado caused damage throughout the State. The Kentucky Team worked to remove and dispose of over 200,000 cubic yards of debris. They battled severe weather in the form of ice storms and even had to deal with another tornado hitting the City of Bowling Green, just a month after the first.

After Hurricane Ian devastated much of Lee County, FL, in 2022, Barton was the Project Manager that oversaw the massive cleanup in Fort Myers Beach, FL. His calm manner and leadership skills were a major asset to the town and CrowderGulf's team. He conscientiously worked through all the issues and was able to manage the removal of over 800,000 cy of debris. Currently, he serves as the Regional Manager for CrowderGulf's clients in the Eastern Region, developing and conducting training programs and enriching CrowderGulf's long lasting relationships with our clients.

Valerie Gonzalez – Regional Manager (TX)



Ms. Gonzalez is a native Texan who enjoys the State's vast natural beauty. She believes in honesty, integrity, and a strong work ethic. Born and raised in the Lower Rio Grande Valley, Ms. Gonzalez attended the University of Texas at San Antonio, where she earned undergraduate degrees in Biology and Criminal Justice. She later attended graduate school in Houston, earning her Juris Doctor from the Thurgood Marshall School of Law, where she graduated as valedictorian. Before joining CrowderGulf, Ms. Gonzalez served as the Director of Environmental Health for Aransas County. During her tenure, she oversaw debris operations following Hurricane Harvey—a catastrophic Category 4 storm that made landfall in Aransas County. In her role as debris manager, she successfully coordinated local, state, and federal efforts related to debris cleanup, including waterway and private property debris removal.

Ms. Gonzalez's ability to effectively communicate, collaborate, and coordinate with multiple agencies involved in debris management led to her recruitment and acceptance into the Texas Department of Emergency Management (TDEM) Disaster Recovery Task Force (DRTF) as a debris specialist. As CrowderGulf's Texas Regional Manager, Ms. Gonzalez assists local government personnel by providing training in debris management and identifying Disaster Management Sites in strategic locations to support more efficient debris removal. These trainings offer pre-storm insight into debris operations and post-storm evaluations to identify opportunities for operational improvement.

Since joining the CrowderGulf team, Ms. Gonzalez has successfully managed debris operations in several locations. Most recently, she played a key role in the debris response to the catastrophic July 4, 2025, floods that impacted the San Gabriel River in Georgetown, Texas. In the 2024 storm season, she directly managed several projects including Clay County, Florida, following Hurricane Helene/Milton in October 2024 and Angleton, Texas, after Hurricane Beryl in July 2024.

Across these projects, Ms. Gonzalez has assisted with permitting temporary Disaster Management Sites, communicating daily with clients to provide progress updates and prioritizing debris collection, scheduling debris trucks by zone, identifying and setting up final disposal sites, and coordinating with monitoring companies to ensure successful project completion. As the Texas Regional Manager, she also oversaw various other Hurricane Beryl projects.

Other projects that Ms. Gonzalez was also involved in include Winter Storm Uri in 2023 which heavily impacted Austin and Travis County, the straight-line winds that impacted Angleton March 2023, and the June 2023 straight-line winds in Montgomery County.

▪ Field Personnel and Project Management Team

Jeff Zemlik – Safety Manager



Mr. Jeff Zemlik graduated from Columbia Southern University, graduating with degrees in Occupational Safety and health as well as Organizational Management. Originally hailing from the Chicagoland area, Mr. Zemlik joined the CrowderGulf team in 2010 during the BP Oil Spill. During this cleanup effort, Jeff headed up the contractor safety program for the state of Alabama.

Every CrowderGulf activation requires Safety in the field, and Mr. Zemlik's field presence is one of his strongest qualities. Regardless of size, safety policies and procedures are strictly enforced, either by Jeff personally, or by the team of trained safety professionals managed by Mr. Zemlik. During Hurricanes Harvey and Irma, Jeff directed the safety program for over 1,500 hauling trucks doing work in three states without recordable injuries or fines. In addition, he provided operational oversight for debris removal operations in Brazoria County, TX.

In 2018, after Hurricane Michael Jeff took the lead in Panama City's "PUSH" operations, providing oversight for the City's leaner/hanger program and removal of trees from publicly owned spaces, as well as providing safety leadership to the entire area of operations.

During the hyperactive hurricane season of 2020, Jeff spearheaded supplying PPE to various government agencies pertaining to COVID-19 protection. 2020 project highlights included removal of 60,000 yards of seaweed after Hurricane Cristobal, over 200 PUSH crews post Hurricane Laura, and working closely with the Audubon Society of New Orleans, LA for post Hurricane Zeta cleanup at several of their unique facilities that house common zoo animals and endangered species. In 2022, Mr. Zemlik was deployed to Lee County, Florida, providing safety and environmental management, and overseeing all material being hauled from debris management sites to final disposal for all CrowderGulf projects.

Between 2023 and 2025, Mr. Zemlik demonstrated exceptional leadership and safety oversight during a series of severe storms, including Hurricane Idalia, Beryl, Helene, and Milton, across Florida, Texas, and South Carolina. He coordinated rapid response efforts such as hazardous limb and fallen tree removal from Taylor County, Florida schools, debris clearance, and emergency power restoration, often working tirelessly from sunrise to sunset, even during holiday weekends. His expertise ensured the safety of all CrowderGulf work crews and the swift reopening of several public schools, alongside supporting municipal agencies like Laurens County Electric Co-OP in South Carolina and Sarasota County Parks in Florida, where he managed large-scale hazardous tree removal, debris clearance, and specialized programs addressing storm-damaged appliances, thereby safeguarding communities and restoring vital infrastructure amidst ongoing natural disasters.

In addition to his accredited degrees, Mr. Zemlik holds his OSHA 500, trains all HAZWOPER associates, USACE CQM and 385-1-1 training. He also has his Asbestos Inspector and Supervisor Certifications. Mr. Zemlik manages the DOT program for the Company, and is trained in Fishbone root cause analysis, incident inceptions. Additional training and certifications include SONS & TWIC, OSHA 10-hour General Industry, OSHA 510 & 500, Leadership & influence. Jeff has also obtained his ISA Certified Arborist classification and is a local ISA member of both **Texas and Florida Chapters**. (NIMS Trained)

Serving as Safety Manager and CrowderGulf Staff Arborist, Jeff Zemlik will be involved directly in all aspects of operational safety and quality control during any future activations in Polk County.

Wilber Ledet – Deputy Director of Operations



Wilber's disaster experience started when he and his family lost their home in Biloxi, MS, during Hurricane Katrina in 2005. He built a new home for his family in a safer location and after Hurricane Ike in 2008, he began working for CrowderGulf, managing the removal of wet debris targets identified by the CrowderGulf sonar crew, from West Galveston Bay, Tiki Island and Omega Bay, TX. This project also included his expertise in managing the stored vessel reclamation program in which he assisted in the removal of hazardous substances from the vessel and coordinated its proper disposal.

From 2010 to 2012, Wilber served as Project Manager, assigned to the Deepwater Horizon Oil Spill, managing up to 800 HazWoper certified responders and facilitating daily meetings with Environmental Teams and BP officials. In 2012, following Hurricane Isaac, Mr. Ledet was assigned as Project Manager to oversee the sand removal, sand screening and beach berm construction for the Town of Dauphin Island, AL. construction for the Town of Dauphin Island, AL.

Wilber's excellent leadership and work ethic has been instrumental in CrowderGulf's success in projects throughout several states from New Jersey after Hurricane Sandy in 2012, to managing large land and waterway projects in AL, LA, FL, SC, after hurricanes from 2014 to 2023.

Wilber currently acts as the Assistant Operations Manager and is instrumental in setting up operations after every disaster activation and ensuring that every project is completed to the satisfaction of CrowderGulf's clients. His knowledge of how to get an operation started and taking it to successful completion while effectively communicating with Clients, subcontractors, and the Management team, is a major contributor to CrowderGulf's success in every project.

CrowderGulf Deputy Director of Operations, Wilber Ledet, will be directly involved with any future debris removal activations in Polk County. Mr. Ledet will assist in allocating and assigning equipment, operators, project resources and subcontractors, including specialized debris removal equipment, ensuring a complete and fully staffed response in coordination with Polk County stakeholders.

Matt Lucas – Senior Project Manager



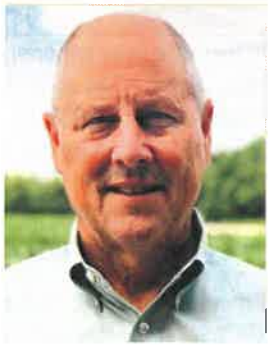
Mr. Lucas has over 25 years of extensive experience in debris cleanup. He managed the Hurricane Harvey cleanup in Port Arthur, TX, which resulted in **1 million cubic yards** of debris being removed and properly disposed.

After Hurricane Michael devastated Panama City, FL, Mr. Lucas was the Sr. Project Manager for the City with management of all rights-of-way (ROW), ditches, PPDR work, and the six temporary debris manage sites (TDMS), which resulted **in 4 million cubic yards** of debris being removed from the City.

In 2022, after Hurricane Ian damaged much of Florida, Matt was the Project Manager in Sarasota County. His excellent communication and leadership skills and his calm demeanor were key in the successful work accomplished in Sarasota County. Matt is very experienced and a positive asset to CrowderGulf. Before coming to work for CrowderGulf, Matt worked for the state of New Jersey and the New York Port Authority when the destruction of the World Trade Centers occurred. Matt was instrumental in the construction of various logistical sites for the cleanup operations. Matt has owned and operated several businesses throughout his career. He has held a New Jersey A901 disposal license, a New Jersey electrical license, 100-ton U.S. Coast Guard License, and a CDL.

CrowderGulf Senior Project Manager, Matt Lucas will be assigned to any resulting activations in Polk County. Mr. Lucas will be responsible for day-to-day operational oversight and quality control, as well as communication and coordination with Polk County stakeholders.

Howard Turner - Project Manager



Mr. Turner has a long career spanning over two decades in the debris management industry. He began his management career at Grind-All where he oversaw scheduling and operations of multiple grinders, screens, loaders, excavators, mulch coloring plants, trucks, and miscellaneous equipment. He was also responsible for the operation of three production sites manufacturing a variety of natural and colored mulches, topsoil, mixed soils, and compost. After Hurricane Isabel devastated the eastern portion of Virginia and the Carolinas in 2003, Mr. Turner joined CrowderGulf and utilized his experience in debris site and debris reduction management for CrowderGulf. Mr. Turner served a variety of roles in the cities of Virginia Beach, Norfolk, Suffolk, and Newport News while also assisting in the counties of James City, York, and Suffolk. He was responsible for aspects of disaster debris collection and reduction, final disposal of reduced debris, damage claims, client contact, and debris management site restoration. Since 2004, as a Project Manager, Mr. Turner has been responsible for day-to-day management of all disaster recovery activities including collection crews and equipment, debris reduction and disposal, site restoration, and Liaison to client municipalities, Army Corps of Engineers, and FEMA. Mr. Turner has managed projects for CrowderGulf in Florida, Georgia, Virginia, North Carolina, South Carolina, Alabama, and Arkansas. His years of experience in the debris industry and excellent communication skills ensure that the lives of citizens of every Client are restored to as close to normal as quickly as possible.

Isam Brisco – Project Manager



Mr. Brisco currently serves as a Project Manager for CrowderGulf. Since joining the company in 2017 as a Field Supervisor, Mr. Brisco has demonstrated exceptional technical proficiency, leadership, and commitment to operational excellence overseeing large-scale disaster recovery and debris removal programs across the Gulf Coast and Southeast United States.

Following historic flooding in 2017 as a result of Hurricane Harvey, Mr. Brisco successfully managed debris removal operations in Dickinson, Texas and enhanced hauling efficiency while reducing construction and demolition waste volumes. His coordination with city officials, subcontractors, and monitoring teams ensured safe, compliant, and timely project execution under demanding field conditions.

More recently, Mr. Brisco has served as Project Manager for CrowderGulf on multiple federally and municipally funded emergency response activations. His portfolio includes management of both right-of-way (ROW) and private property debris removal (PPDR) programs, as well as complex drainage lateral restoration projects requiring logistical precision and precise regulatory compliance.

Mr. Brisco's most recent assignments and project involvement include:

- 2017: Hurricane Harvey, Dickinson, TX – Debris Removal Operations
- 2018: Hurricane Michael, West Bay County, FL – Project Manager
- 2019: Tropical Storm Imelda, Montgomery County, TX – Flood Response
- 2020: Hurricane Laura, Calcasieu Parish, LA – ROW Debris Removal
- 2021: Hurricane Nicholas, Brazoria County and Lake Jackson, TX / Calcasieu Parish Drainage Laterals
- 2022–2024: Calcasieu Parish Drainage Lateral Projects – Removal of **over 2.2 million cubic yards** of storm debris across **800+ miles of drainage laterals**
- 2023: Montgomery County, TX Windstorm / Calcasieu Parish PPDR
- 2024: Calcasieu Parish PPDR / Montgomery County Flood Response / Hurricane Beryl, TX / Hurricane Milton, FL
- 2025: Hurricane Milton (FL) / Carrollton, TX Windstorm / Georgetown, TX Flood Recovery

Mr. Brisco is a Graduate of the University of North Texas. He is also a Certified Asbestos Supervisor, bringing both technical expertise and strong guidance to each activation. His extensive experience coordinating with federal, state, and local agencies, combined with his operational insight in debris logistics, field supervision, and contractor management, continues to make him a valuable leader within CrowderGulf's disaster response and recovery programs (NIMS Trained).

Robert Lewis Najor – Project Manager & Quality Control

Robert (Lew) began work for CrowderGulf in 2017, following a 25-year career with the United States Army Corps of Engineers (USACE). While at the USACE, Robert held such positions as Project Manager and Construction Quality Control (CQC) Manager. He worked on USACE projects for Debris Management Services from 1993 – 2016.

Robert's industry knowledge of disaster and debris related projects with the USACE, and civilian contracting companies has led to his in-depth experience with removal and reduction, beach restoration, levee enlargement and buildup, operation Blue Roof projects, and flood control across the Gulf Coast. In addition to his extensive industry background, Robert is certified by the United States Army Corps of Engineers for Construction Quality Management for Contractors and is certified by the State of Florida Department of Business and Professional Regulation as an Underground Utility and Excavation Contractor. Robert's experience and ability to provide damage assessments has been a major asset in evaluating the aftermath of disaster events to help Clients. His training and experience with debris and project management and his understanding of the complexity of CQC Management has been instrumental in the successful completion of many of CrowderGulf's debris removal projects. Robert also holds a Class B certified driver's license and is a heavy equipment operator.

Jim Frye – Project Manager



Mr. Frye's debris management career spans 20 years working throughout the United States. He began working for CrowderGulf as a Project Manager in 2017after Hurricane Irma. Since then, he has been involved in every CrowderGulf activation and has worked hurricanes, red tide events, tornadoes and floods. His communication skills and multi-tasking abilities make him an excellent project manager. Jim is well-versed in ensuring a well-run project, from managing assigned assets, subcontractor coordination, locating staging areas and debris sites, to working with Clients to ensure that project is completed to their satisfaction.

Jim has managed projects for CrowderGulf to include Fort Myers in 2017 after Hurricane Irma, Lee County, FL in 2018 after Red Tide, Leland, NC in 2018 after Hurricane Florence, I Panama City, FL in 2018-2020 after Hurricane Michael, Sulphur, LA 2020-2022 after Hurricane Laura, Fort Myers, FL after Hurricane Ian in 2022-2024, multiple towns in TX after a 2024 Wind Event (Richardson, Coppell, Carrollton), Greenville, SC after Hurricane Helene in 2024 and Mitchell County, NC 2025. (NIMS Trained)

Marian Banks – Project Manager



Mr. Banks has worked in the debris removal industry for almost 10 years. He has extensive background in tornado, hurricane and wildfire activations. His excellent communication skills and dedication to each project he is assigned increases his success. He has worked in Florida, Iowa, Kentucky and Texas for CrowderGulf. And had previously handled multiple activations in Louisiana, Florida and in California after the Camp Fire in Butte County.

Before joining CrowderGulf, he had a successful career in law enforcement as a lead detective in the Cornelia Police Department for over 10 years. (NIMS Trained)

▪ Disaster Administration Office Team

Wesley Naile – Director of Pre-Event Services



Mr. Naile has had experience in the disaster and recovery field since 2004, when he served in Volusia County, Florida, as CrowderGulf's Project Manager during Hurricanes Charley, Frances and Jeanne. In 2005, he was assigned the role of Logistics Coordinator working out of the Disaster Administration Office (DAO), coordinating materials, equipment and subcontractors to CrowderGulf's clients. Mr. Naile's roles now include managing the database for pre-event contracts information, coordinating with new and existing clients in establishing pre-event contract awards and contract documents and coordinating with clients on contract renewals. When disasters strike, Wes and his staff coordinate all field resources that Project Managers need to get their jobs up and running. This includes everything from portlets, towers, generators, portable housing, etc. Wes served three years in the U.S. Army as a 12B Combat Engineer with an honorable discharge. He also attended the University of South Carolina-Beaufort. He is also NIMS Trained.

CrowderGulf's Director of Pre-Event Services, Wes Naile, will be Polk County's day-to-day point of contact for contract-related updates and client services.

Jesus Carretie – Program Manager



Based in Florida, Jesus Carretie serves on the CrowderGulf team as our Program Manager. This role requires the overseeing of the fulfillment of CrowderGulf's goals throughout one or multiple projects. This is accomplished by coordinating and strategizing across the different facets of a project from start to completion. Most recently, Mr. Carretie's role became especially integral in managing a pilot program involving Private Property (PPDR), Commercial Property (CPDR), and Title Property debris removal in the Southwest part of Florida under the Florida Department of Emergency Management. This was a result of Hurricane Ian (DR-4673-FL). Under this PPDR/CPDR/Title Property program, CrowderGulf accomplished the completion of debris removal, titled property removal, and/or demolition on over 2,400 properties.

Additionally, Mr. Carretie assists in a variety of roles that include Data Management, Invoicing, Project Management, Business Management, and Client Relations. Mr. Carretie has been in Emergency Management and Disaster Recovery since 2014 and has worked on the numerous Debris Management projects including 2014 South Carolina Winter, Hurricanes Hermine and Irma, 2020 Oregon Wildfires, and Hurricane Ian debris removal. Prior to joining CrowderGulf's team, Mr. Carretie has also worked as a Senior Grants Specialist in a FEMA Public Assistance project, and as a Production Manager on a Community Development Block Grant-Disaster Recovery project.

Florida Program Manager, Jesus Carretie will be the County's day-to-day contact for project invoicing, administrative support, Public Assistance Policy education and advisory, and will be assigned to any specialty programs such as Private/ Commercial Property Debris Removal (PPDR/ CPDR) occurring in Polk County at the time of activation.

Amber Ramsay – Public/Community Relations and Marketing Manager



Ms. Ramsay has been CrowderGulf's Public/Community Relations and Marketing Manager since 2004. Throughout the year she interfaces with Clients and acts as CrowderGulf's (continuing education) Conference Coordinator. During a disaster, one of her main responsibilities is to liaison between CrowderGulf's Project Managers and USACE, elected officials, public work directors, incident commanders of Emergency Operations Centers and Clients. She coordinates directly with Public Information Officers and assists in the release of pertinent debris recovery operations to the citizens. Some of her field experience includes Field Supervisor in Pascagoula, MS after Hurricane Ivan in 2004, Lake Charles, LA after Hurricane Rita in 2005, Deere Park, TX after Hurricane Ike in 2008, and in Edenton, NC after Hurricane Irene in 2011 and Dauphin Island, AL after Hurricane Isaac in 2012. Prior to coming to CrowderGulf she was a Marketing/Sales Manager for McKenzie-Childs in New York City for 10 years. Ms. Ramsay is a Graduate of Auburn University. (NIMS Trained)

Lauren Bell – Controller



Lauren joined CrowderGulf in 2022 as Controller where she is responsible for overseeing financial reporting and accounting operations. During a disaster, her role helps to ensure CrowderGulf maintains adequate capital reserves for field operations to move without economic interruption. Prior to joining CrowderGulf, Lauren served as Assistant Controller for The American Equity Underwriters, Inc, where she led a team responsible for financial operations including consolidated financial statement preparation, corporate analysis, forecasting and budgeting. Lauren began her career in public accounting at KPMG LLP in Birmingham, serving audit clients in a variety of industries. She holds a Bachelor of Science in Commerce and Business Administration and a Master of Accountancy from The University of Alabama.

Gina Walley – Accounts Receivable Manager / Documentation Specialist



Ms. Walley has been the Accounts Receivable Manager and Documentation Specialist since 2005. She continually interfaces with clients and client representatives to build a strong team relationship to provide accurate documentation to support CrowderGulf work. She works closely with clients during FEMA audits to provide necessary documentation in a timely manner. Her background in Computer Engineering Technology has helped her in creating and managing all in-house databases. Each database is specifically designed to meet the client's needs. In addition to client databases, she also builds databases that house pertinent company data such as contract information, subcontractor information and historical CrowderGulf information. Shortly after Hurricane Ike in 2008, she teamed with a programmer to build a unique and powerful database that has proven to increase accuracy in data recording. Ms. Walley's experience has spanned across more than 20 major hurricane events as well as numerous non-disaster-related projects. (NIMS Trained)

CrowderGulf's Accounts Receivable Manager and Documentation Specialist, Gina Walley, will be directly involved with all project invoicing during any contract activations in Polk County.

Marcus Lund – Systems Engineering Manager



During his many years of experience in IT consulting, implementation and cyber security, Marcus Lund has developed the skills and knowledge necessary to manage and secure IT networks of all sizes. He started his career in 2008 with a Managed Service Provider where he began learning every aspect of network management, security and recovery needs. Some of his certifications include VMWare Certified Professional (VCP), Microsoft Certified Professional (MCP), Certified Systems Analyst, Certified Sonicwall Security Admin (CSSA) along with other network certifications.

Managing many businesses across several fields has created a learning environment for Marcus to adapt his skills with IT security no matter what the requirements. Fields in which Marcus has implemented and managed IT security include government, industrial, medical, construction, logistics and finance.

Over the years Marcus has been recruited many times to assist with cyber security issues such as ransomware and data loss. With his experience he has learned what it takes to handle any IT emergency and therefore has learned the skills needed to implement the needed measures to help prevent these disasters from occurring.

In addition to managing all IT needs for CrowderGulf, Marcus is also leading our digital disaster recovery and prevention efforts for our clients. He can run a full network risk assessment and provide a full managed services solution with backups and security to protect a client as needed. Along with the added protection he is also able to work with clients to assist them by providing IT consulting services for other IT needs such as cyber liability insurance applications, Active Directory, VMWare, Citrix, Microsoft Exchange and many more.

Jenny Todd Weaver – Subcontractor SMBE Compliance Manager



Mrs. Weaver manages subcontractors, develops, and promotes CrowderGulf's Small/Minority Business division. Her focal point is to contact and localize subcontractors during and after the RFP development phase in an effort to maintain community involvement and maximize local small /minority businesses participation. In 2003, she earned a Bachelor of Science degree in Marketing and a minor in Mathematics from the University of Alabama. After graduation, she joined a law firm in Tuscaloosa. In 2005 she joined the CrowderGulf Team which was during the rebuilding process along the Gulf Coast after Hurricane Katrina. The legal experience she gained made her the ideal candidate to oversee the subcontracting operations. (NIMS Trained)

Resumes have been provided at the end of this section

No employee identified for anticipated assignment to the County's Site Management Team has ever been a defendant in any proceeding involving or arising out of debris removal services.

Additional Personnel

The following is a partial list of CrowderGulf's available management, administrative, and supervisory personnel (full resumes are available upon request) who, depending on the scope of work, may be assigned to the contract:

Full Time and DAO Personnel

Last Name	First Name	Position
Teofilo	Tiffany	Accounts Payable Asst
Wright	Kerry	Warehouse Manager
Simon	Paris	Accounting Clerk
Suters	Donna	Executive Administrative Assistant / Accounts Receivable
Turner	Mary	Logistics, Contract Management
Edwards	Melinda	Executive Administrative Assistant
Noll	Kerrie	Proposal Manager
Snell	Brandi	Receptionist
Melton	Madi	Administrative Assistant
Sprinkle	Aimee	Receptionist, Accounting Clerk
Holmes	Betsey	Executive Administrative Assistant
Simmons	Cadie	Accounting Clerk
Kessler	Kurtis	Logistics & Facilities Administrator

Additional Field Personnel

PROJECT MANAGERS			
Last Name	First Name	Last Name	First Name
Bell	Brad	Matlack	Desiree
Bender	Jay	Pearson	Josh
Bishop	Anthony	Pfeifur	Joseph
Blackston	John	Poore	Jim
Brewer	James	Powell	Mark
Cox	JD	Renley	Brandon
DeHart	Vance	Rich	Bud
Edge	Ron	Rich	Holiday
Frye	Jim	Roberts	Sam
Gill	Ray	Robinson	Tom
Gilman	Ken	Ryan	Chris
Gittens	Brian	Schley	Joseph
Hall	Eric	Sharpe	Matt
Hayes	Dan	Thorson	Ron
Hayes	Roy	Van Vactor	Joe
Hill	Philip	Wimberly	Mike
Johnson	Curt	Wright	Andy
Loper	Leigh		
Lund	Barry		

FIELD SUPERVISORS			
Last Name	First Name	Last Name	First Name
Anderson	Paul	Leggett	Dee & Jan
Baldwin	Lisa	Loper	Leigh
Bell	Maria	Loper	Mark
Brewer	Jacob	Luteri	Rodney
Brewer	Lapa	Mosby	Jacob
Cade	Victor	Nelson	Brian
Campbell	Tony	Perkins	Megan
Crigler	Eric	Rackley	Rodney
Cruz	Lisa	Ransom	Jim
Drinkwater	Cliff	Rel	Gabriel
Frye	Jake	Sabasie	Dalisia
Giffens	Brian	Scantlebury	Clement
Gittens	Margaret	Smith	Tim
Henry	Curn	Spann	Gregory
Holiday	Richard	Tompkins	Alyssa
Hope	Gene	VanVactor	Joe
Laurent	Zakiya	Whitten	Brent
Lee	Brandon	Widgeon	Pam
Wong	Tina	Widgeon	Paul

CROWDER GULF

Resumes



Ashley Ramsay-Naile
President

Core Competencies

- Disaster Response & Recovery
- Emergency Planning & Management
- Strategic Leadership & Negotiation
- Contract Administration
- Budgeting & Cost Control
- Procurement & Vendor Management
- Project Planning & Execution
- Client & Partner Relations & Engagement
- Operational Compliance
- Team Development & Performance Management

Education & Affiliations

- Bachelor of Science, Special Education, University of South Alabama
- Governor-Appointed Member, Alabama State Workforce Investment Board
- Board Member, Family Business Institute, University of South Carolina

Professional Overview

As President of CrowderGulf, Ashley Ramsay-Naile brings more than three decades of experience leading large-scale disaster response and debris management operations nationwide. Known for her **steady leadership, strategic foresight, and operational excellence,** she has overseen recovery missions for **dozens of federally declared disasters**, hurricanes, and major weather events.

Since joining CrowderGulf in 2004, Ms. Ramsay-Naile has advanced from Project Manager to Chief Operating Officer and now President—driving the company's growth into **one of the most trusted disaster recovery contractors in the nation**. She manages all administrative, financial, and field operations with a focus on **efficiency, accountability, and client satisfaction**.

Her deep expertise in **emergency management, contract negotiation, and resource optimization** ensures that every CrowderGulf project—from initial mobilization through final closeout—meets the highest standards of safety, compliance, and performance.

Key Achievements & Responsibilities

- **Operational Leadership:** Directed enterprise-wide operations and disaster activations across multiple states, overseeing hundreds of personnel, subcontractors, and equipment assets
- **Strategic Program Management:** Led response and recovery missions for more than 30 federally declared disasters, including major hurricanes, floods, tornadoes, and environmental emergencies
- **Financial Oversight:** Managed administrative and financial processes for debris projects exceeding hundreds of millions in total value, ensuring transparency and fiscal control
- **Regulatory Compliance:** Supervised accounts receivable/payable, documentation, and reporting for complex multi-jurisdictional operations to maintain compliance with FEMA and client audit standards
- **Contract Negotiation:** Negotiated contracts, vendor agreements, and procurement strategies to secure favorable terms and ensure timely delivery of materials and services
- **Process Optimization:** Championed company-wide process improvements, streamlining mobilization timelines, enhanced safety performance, and improved client satisfaction metrics
- **Client Coordination:** Maintained proactive communication with city, county, and state officials to coordinate debris operations, permitting, and environmental compliance
- **Strategic Growth:** Guided organizational growth through business development, workforce planning, and long-term strategic partnerships

Representative Project Portfolio

- **Hurricanes Milton, Helene, Francine, Debbie, and Beryl (2024):** Company-wide oversight of multi-state debris recovery and reduction operations
- **Hurricanes Ian & Nicole (2022)**: Company-wide oversight of large-scale debris removal, temporary debris reduction sites, and final disposal coordination
- **Hurricanes Irma & Harvey, Michael, Laura, Sally, & Ida (2017-2021):** Oversaw complex, multi-state debris management operations, ensuring efficient execution of concurrent activations, temporary reduction sites, and final disposal logistics.
- **Deepwater Horizon Oil Spill (2010):** Coordinated shoreline cleanup and documentation for one of the largest environmental recovery efforts in U.S. history.

(Selected major activations; full list available upon request)

Reid Loper

Senior Vice President, LEED AP

Core Competencies

- Disaster Response & Recovery
- Large-Scale Operations Management
- Marine & Waterway Debris Removal
- Contract Negotiation & Administration
- Project Estimating & Budgeting
- Strategic Planning
- Multi-State Activation Management
- Client Relations
- Safety Leadership
- Business Development
- Technical Proposal Writing
- Personnel & Equipment Logistics

Education & Certifications

- Bachelor of Science, Aerospace Engineering, Auburn University
- LEED AP (Leadership in Energy and Environmental Design Accredited Professional)
- National Incident Management System: Multiple Certifications
- HAZWOPER 40-Hour & 8-Hour Refresher
- NASCLA Accredited Contractor
- OSHA 10 & 30-Hour Safety
- Licensed General Contractor (Qualified Agent) - AL, GA, LA, MS, SC, & VA

Professional Overview

Reid Loper is a proven leader in large-scale disaster recovery operations, with 15 years of experience directing complex, multi-state debris management and emergency response missions. Since joining CrowderGulf in 2010, he has led or overseen **more than 18 federally declared disaster responses** and managed **over $800 million in projects** involving debris removal, sand screening, dredging, marine and waterway debris removal, and vessel operations.

As Senior Vice President, he provides strategic oversight for CrowderGulf's national response operations, ensuring safe, compliant, and cost-effective performance across diverse mission types. Recognized as one of the industry's foremost experts in **waterways debris management,** he has led more marine debris recovery missions since 2012 than any other professional in the field.

Mr. Loper's **field-tested leadership** is defined by **strategic planning, disciplined execution**, and **strong client relationships**. His prior experience in commercial construction enhances his ability to manage complex programs with technical precision, financial accountability, and operational efficiency.

Key Achievements & Responsibilities

- **Strategic Program Leadership:** Directed multi-regional, simultaneous activations for hurricanes, tornadoes, floods, and ice storms, ensuring safe, compliant, and profitable execution across diverse geographies
- **Financial Oversight:** Managed more than $800 million in total project costs, consistently meeting performance and profitability goals
- **Operational Command:** Supervised teams of more than 1,200 field staff and 600+ assets, ensuring readiness and rapid mobilization in dynamic emergency environments.
- **Contract & Client Management:** Negotiated and execute complex client contracts; managed subcontractor compliance, insurance, billing, and performance
- **Business Development:** Spearheaded proposal development, RFP responses, and technical presentations; cultivated long-term relationships with local, state, and federal clients
- **Safety Leadership:** Maintained company-wide TRIR below 2.0, integrating safety and operations into a unified management system
- **Innovation & Growth:** Developed new operational models for marine debris removal and expanded CrowderGulf's footprint into new markets

Representative Project Portfolio

- **Hurricanes Milton, Helene, Francine, Debbie, and Beryl (2024):** Directed 70+ activations across five states, coordinating large-scale debris and marine recovery operations
- **Hurricanes Ian & Nicole (2022)**: Oversaw 44 activations in Florida and South Carolina; accelerated recovery timelines through optimized logistics and contractor coordination
- **Hurricanes Irma & Harvey (2017):** Managed concurrent activations in Florida and Texas, including removal of over 250,000 CY of waterway debris for Florida DEP
- **Deepwater Horizon Oil Spill (2010):** Served as Senior Project Manager overseeing statewide response for Alabama, coordinating large-scale vessel operations and shoreline cleanup

(Selected major activations; full list available upon request)

CROWDER GULF

Core Competencies

- Disaster Recovery & Debris Operations
- Strategic & Operational Planning
- Emergency Management
- Interagency Coordination
- Federal Program Leadership
- Contract Management
- Training & Workforce Readiness
- Client Relations
- Logistics & Field Operations

Education, Awards, & Certifications

- Bachelor of Science, Civil Engineering, University of South Alabama
- National Incident Management System: Multiple ICS and ESF certifications
- Army Engineer Association Bronze Order of the De Fleury Medal
- Civilian Award for Humanitarian Service
- Superior Civilian Service Award
- Achievement Medal for Civilian Service
- Commander's Award for Civilian Service
- USACE South Atlantic Division Emergency Manager and Responder of the Year

Matt Tate

National Director for Response & Recovery

Professional Overview

Matt Tate is a **nationally recognized leader in disaster recovery and debris management** with over 20 years of experience directing large-scale emergency operations across the United States. His expertise spans every phase of disaster response—from initial mobilization and debris clearance to long-term recovery and after-action improvement.

As CrowderGulf's National Director for Response and Recovery, Mr. Tate leverages his extensive U.S. Army Corps of Engineers (USACE) background to strengthen federal partnerships, advance operational capabilities, and ensure rapid, compliant, and cost-effective service delivery. He has managed debris programs valued at **over $5 billion,** trained national response teams, and shaped policy and best practices that continue to guide national debris operations today.

Key Achievements & Responsibilities

- **Strategic Program Leadership:** Directed national response and recovery initiatives for federal and local clients, expanding CrowderGulf's footprint across multiple states & markets
- **Federal Debris Management Expertise**: Led the USACE National Debris Program, overseeing seven ESF #3 Debris Planning and Response Teams and more than 40 subject matter experts supporting FEMA mission assignments nationwide
- **Operational Excellence:** Developed and executed logistics, staffing, and operational plans for complex, multi-state activations, ensuring rapid mobilization, field coordination, and regulatory compliance
- **Training & Workforce Development:** Implemented the Mobile Training Team (MTT) model to improve national debris team readiness, training hundreds of personnel for field operations, quality assurance, and specialty debris streams
- **Contract & Fiscal Oversight:** Served as Contracting Officer's Representative (COR) for the USACE Advanced Contract Initiative (ACI), managing programs exceeding $5 billion and leading two Source Selection Evaluation Boards
- **Interagency Coordination:** Served as the USACE liaison to FEMA, DHS, and other federal, state, and tribal agencies, ensuring synchronized debris missions under ESF #3 and supporting operations at multiple levels
- **Continuous Improvement:** Integrated lessons learned into USACE and CrowderGulf training, plans, and Standard Operating Procedures, strengthening nationwide debris response through data-driven after-action programs
- **Field Operations Leadership:** Deployed as Debris SME and mission manager to major disasters across the U.S., providing lifecycle mission management

Representative Project Portfolio

- **Hurricanes Milton, Helene, Francine, Debbie, and Beryl (2024):** Coordinated 70+ activations across five states, coordinating large-scale debris & marine recovery operations
- **Maui Wildfires (2023)**: Led USACE debris response & recovery operations, including a PPDR mission for more than 2,000 structures and construction of a temporary debris management site for final regulated disposal of hazardous materials
- **Hurricanes Ian & Nicole; NM Wildfires; KY Floods (2022)**: Provided debris technical assistance and oversight to the state and FEMA; led PPDR missions for more than 400 structures in challenging terrain with significant environmental constraints
- **Hurricanes Laura, Sally, Zeta, and Ida (2020-2021):** Provided debris technical assistance and oversight to the states and FEMA; managed deployment of hundreds of volunteer responders

(Selected major activations; full list available upon request)

Nick Pratt

Director of Operations

Core Competencies

- Disaster Debris Management & Recovery Operations
- Multi-State Field Operations Oversight
- Strategic Planning & Logistics Coordination
- Contractor & Subcontractor Management
- Environmental Protection & Regulatory Compliance
- Resource Allocation & Workforce Optimization
- Equipment & Resource Readiness Management

Education & Certifications

- Coursework in Disaster Management & Emergency Services, University of South Alabama
- CPR & First Aid
- 40-Hour HAZWOPER Certification; 20-Hour Refresher
- OSHA Construction Safety
- National Incident Management System: Multiple ICS certifications

Professional Overview

Nick Pratt is a results-driven disaster recovery and debris management professional with over 20 years of experience leading complex, multi-state response operations. He specializes in directing large-scale disaster debris removal projects, coordinating personnel, equipment, and subcontractors to deliver safe, efficient, and timely outcomes.

Mr. Pratt has a proven track record of managing operations for hurricanes, tornadoes, floods, and other severe weather events, consistently meeting or exceeding project goals. He excels at pre-event planning, resource allocation, and strategic execution, ensuring operations run smoothly from initial mobilization through final debris disposal. Known for his ability to build cohesive teams and foster operational excellence, he maintains strict compliance with federal, state, and local regulations while implementing innovative solutions to optimize efficiency and minimize risk.

Key Achievements & Responsibilities

- **Operational Leadership:** Directed multi-state disaster debris operations, coordinating hundreds of personnel, equipment, and subcontractors to complete complex projects safely and efficiently
- **Project & Asset Management:** Oversaw the planning, staging, and deployment of field assets to ensure timely execution and adherence to project goals
- **Environmental Compliance:** Led waterway debris removal and other sensitive operations while maintaining strict environmental protection standards
- **Interagency Coordination:** Managed communication and coordination with federal, state, and local agencies to streamline disaster response and ensure compliance
- **Performance Oversight:** Implemented quality control processes and performance monitoring to maximize productivity, reduce rework, and meet or exceed operational benchmarks

Representative Project Portfolio

- **Hurricane Helene (2024):** Directed 16 activations across four states, managing multi-state debris removal operations resulting in timely clearance of over 1.5 million cubic yards of debris
- **Hurricane Milton (2024):** Oversaw 32 activations in Florida, implementing strategic logistics and operational planning that improved crew productivity and ensured safe disposal of vegetative and construction debris across multiple counties
- **Hurricane Debbie & Francine (2024):** Managed single-activation responses in GA and LA, optimizing local resources and ensuring compliance with FEMA debris management protocols while expediting debris clearance
- **Hurricane Beryl, Winds & Floods (2024):** Coordinated 29 activations across three states, leading multi-jurisdictional debris removal, enhancing operational efficiency, and supporting critical post-storm infrastructure restoration
- **Hurricane Idalia & Misc. Winter Storms (2023):** Directed 15 activations across six states, overseeing almost 2 million cubic yards of debris removal, coordinating multiple crews and temporary debris sites to accelerate storm recovery

(Selected major activations; full list available upon request)

CROWDER GULF

Core Competencies

- Disaster Recovery Operations
- Marine Debris & Vessel Reclamation
- Hazardous Material Management
- Environmental Remediation
- FEMA & USACE Compliance
- Team Leadership & Safety Training
- Sand Recovery & Beach Restoration
- Shoreline Stabilization & Environmental Stewardship
- Operational Planning & Logistics
- Contract & Resource Management

Education & Certifications

- USACE Construction Quality Management for Contractors Certification
- OSHA 30-Hour Construction Safety Course
- HAZWOPER 40-Hour Certification
- National Incident Management System: Multiple ICS certifications

Wilber Ledet

Deputy Director of Operations

Professional Overview

With over 16 years of experience in disaster recovery, marine debris operations, and large-scale environmental response, Mr. Ledet brings proven leadership in coordinating complex field operations across multiple states and agencies. His expertise spans vessel reclamation, hazardous material removal, sand reclamation, and debris management for both public and private sector clients. He has successfully managed multimillion cubic-yard debris removal projects, ensuring full regulatory compliance and environmental stewardship under FEMA and USACE guidelines.

Mr. Ledet is known for his operational precision, team leadership, and safety-first approach. He has developed and implemented training programs, optimized resource deployment, and led field teams through high-pressure recovery missions. His consistent delivery of safe, efficient, and high-quality results has contributed to the success of numerous disaster recovery missions nationwide.

Key Achievements & Responsibilities

- **Project Leadership & Field Operations:** Directed multimillion-cubic-yard debris removal, marine debris recovery, and reclamation efforts across multiple states, maintaining schedule, safety, and environmental standards
- **Environmental Compliance:** Ensured adherence to federal, state, and local regulations during hazardous material removal, waste disposal, and shoreline restoration operations
- **Marine & Vessel Reclamation:** Oversaw vessel storage, fuel and oil removal, and environmentally responsible disposal, reducing contamination risk and restoring waterways to navigable condition
- **Training & Safety Oversight:** Implemented staff training programs and daily safety briefings, ensuring compliance with OSHA and HAZWOPER protocols across all operations
- **Coordination:** Collaborated with federal, state, and local officials, including FEMA, USACE, and environmental agencies, to align project execution with mission objectives

Representative Project Portfolio

- **Hurricane Idalia (FL, GA, 2023):** Led multi-state debris recovery operations, coordinating resources across regional teams for rapid mobilization and cleanup
- **Tornado & Storm Response (AR, FL, NC, TX, VA, 2023):** Managed simultaneous activations, streamlining logistics and field oversight
- **Hurricanes Ian & Nicole (FL, 2022):** Directed large-scale debris management operations with focus on coastal environmental protection
- **Hurricane Ida (LA, MS, 2021):** Managed debris clearance and disposal, ensuring compliance with FEMA debris eligibility requirements
- **Hurricane Laura & Sally (LA, AL, FL, 2020):** Supervised simultaneous operations totaling over one million cubic yards of debris removal
- **Hurricane Florence & Michael (NC, 2018):** Oversaw 1.1 million CY debris removal and disposal across multiple jurisdictions

(Selected major activations; full list available upon request)

Margaret Wright, Ph.D

Senior Documentation Director

Core Competencies

- Disaster Documentation & Data Management
- QA/QC Oversight & Compliance
- Technical Writing, Editing, & RFP Support
- FEMA Policy & Audit Support
- Debris Management Training & Mentorship
- Multi-State Project Coordination
- Change Management & Documentation
- Historical Data Analysis & Reporting

Education & Certifications

- Ph.D, Instructional Design & Development, University of South Alabama
- Masters Degree, University of South Alabama
- AA Certification, Learning Disabilities, University of South Alabama
- Bachelor of Science, Elementary Education, Auburn University
- National Incident Management System - Multiple ICS certifications

Professional Overview

Margaret R. Wright, PhD, is a highly experienced disaster documentation and QA/QC leader with nearly 30 years in disaster recovery, debris operations, and emergency management. She specializes in managing large-scale documentation teams, coordinating FEMA-compliant processes, and ensuring accurate reconciliation and invoicing across multi-state disaster projects. Dr. Wright brings extensive expertise in training development, technical proposal writing, program evaluation, and quality assurance oversight for complex debris operations.

She has led documentation and reconciliation for hundreds of disaster activations, including hurricanes, tornadoes, ice storms, and flooding across Florida, Texas, North Carolina, South Carolina, Louisiana, Maryland, and Virginia. Dr. Wright is recognized for her ability to streamline documentation workflows, mentor project managers, and provide strategic guidance on compliance and audit readiness. Her leadership ensures consistency, accuracy, and timeliness in all documentation processes, supporting both field operations and client reporting.

Key Achievements & Responsibilities

- **Documentation Leadership:** Directed all aspects of disaster project documentation, ticket reconciliation, invoicing, and FEMA audit compliance for multi-state, large-scale debris removal operations
- **Quality Assurance/Quality Control:** Served as Director of QC/QA documentation teams, ensuring accurate data collection, reporting, and technical compliance for dozens of simultaneous contracts
- **Training & Mentorship:** Developed and maintained CrowderGulf Project Manager Training Manual; designed, coordinated, and conducted client and internal training sessions across multiple states
- **Technical Proposal Development:** Managed proposal writing and editing teams for pre-event RFPs, ensuring accuracy and alignment with contract requirements
- **Program Evaluation & Research:** Conducted post-project evaluation research, analyzing operations and documentation efficiency to guide process improvements
- **Client & Audit Support:** Provided technical assistance to clients for FEMA audits, coordinated follow-up documentation, and ensured accurate reporting of debris operations.
- **Field Office Operations:** Oversaw setup, staffing, and management of Debris Management Field Offices, coordinating personnel and workflows for high-volume activations.

Representative Project Portfolio

- **Hurricanes Beryl, Debbie, Francine, Helene, Milton & Winds/Floods (2024):** Oversaw documentation for multiple simultaneous debris projects across impacted jurisdictions
- **Hurricane Idalia & Tornadoes (2023):** Managed documentation and QA/QC for multiple activations
- **Hurricanes Ian & Nicole (2022):** Directed all documentation and oversaw documentation QA/QC for multiple concurrent and overlapping activations in Florida
- **Hurricanes Ida & Nicholas (2021):** Supervised documentation flow for multiple contracts across MS, LA, and TX
- **Hurricanes Sally & Zeta (2020):** Assisted self-monitoring clients in FEMA-required documentation processes
- **Hurricanes Florence & Michael (2018):** Led QC/QA documentation teams for 30 simultaneous contracts in NC, SC, and FL

(Selected major activations; full list available upon request)

CROWDER GULF

Core Competencies

- Disaster Operations Planning & Pre-Event Logistics
- Multi-State Contract & Project Management
- Debris Operations & Large-Scale Recovery
- Interagency Coordination & Client Engagement
- Equipment & Resource Readiness Management
- Operational Process Improvement & Risk Mitigation
- Emergency Response Communication Systems Management
- Strategic Resource Allocation

Education & Certifications

- Bachelor of Science, University of South Carolina
- US Army - 12B Combat Engineer
- National Incident Management System: Multiple ICS certifications

Wesley Naile

Director of Pre-Event Services

Professional Overview

Wesley Naile is a results-driven disaster operations leader with over 20 years of experience in pre-event planning, logistical coordination, and disaster debris operations. He excels at developing and managing complex operational strategies, deploying pre-positioned equipment, and leading teams to execute large-scale recovery and mitigation efforts efficiently and safely. Mr. Naile has extensive expertise in planning, procurement, tactical operations, and interagency coordination, ensuring disaster readiness across multiple states and jurisdictions.

He is recognized for streamlining logistics and communication systems, implementing innovative pre-event strategies, and ensuring rapid, safe, and effective deployment of personnel and resources. His leadership style emphasizes proactive planning, operational excellence, and team development, enabling high-performing results in high-pressure disaster environments.

Key Achievements & Responsibilities

- **Pre-Event Planning & Logistics:** Oversees all pre-event disaster planning, equipment staging, and "Quick Kit" readiness to ensure rapid deployment and operational efficiency
- **Contracts & Project Oversight:** Manages multiple disaster contracts across federal, state, and local agencies, ensuring timely and compliant debris removal and disaster response operations
- **Team Leadership & Training:** Directs and trains multi-disciplinary teams, providing clear guidance on safety, operational procedures, and project execution
- **Interagency Coordination:** Cultivates and leverages strong collaborative relationships with FEMA, USACE, and state and local agencies to streamline communication and ensure unified operational strategies
- **Operational Process Improvement:** Evaluates and implements innovative logistical processes, procedures, and systems to maximize disaster response efficiency and minimize operational delays
- **Equipment & Supply Management:** Maintains and manages warehouses, equipment, and pre-positioned supplies for rapid activation during disasters

Representative Project Portfolio

- **Hurricane Idalia & Tornado/Winter Storms (2023):** Managed 12 activations across AL, AR, FL, NC, TX, and VA, nearly 2 million CY of debris removed/disposed
- **Hurricanes Ian & Nicole (2022):** Supervised 44 activations in FL, LA, and SC, over 13 million CY of debris removed/disposed
- **Hurricanes Nicholas & Ida; Tornadoes & Flooding (2021):** Directed 14 activations in TX, LA, and KY, including disaster debris and flood mitigation
- **Hurricanes Delta, Zeta & Sally (2020):** Oversaw 18 activations in LA, TX, AL, and FL, including large-scale C&D and vegetative debris removal
- **Hurricane Laura (2020):** Supervised 8 activations in LA & TX, coordinating multi-jurisdictional debris operations
- **Hurricane Michael (2018):** Managed 11 activations in FL & GA, 12 million CY of debris removed, including FL DEP waterways

(Selected major activations; full list available upon request)

Drew Sprinkle

Deputy Director of Pre-Event Services

Core Competencies

- Disaster Debris Operations & Field Management
- Pre-Event Planning & Client Coordination
- Subcontractor Oversight & Performance Management
- Heavy Marine Construction & Coastal Infrastructure
- Regulatory Compliance & Documentation Management
- Safety Leadership & Quality Control
- GIS, Reporting Systems, & Project Scheduling

Education, Licenses, & Certifications

- Bachelor of Science, Auburn University
- Alabama Heavy Construction General Contractor License
- North Carolina Highway & Heavy Construction License
- California Class A General Engineering Contractor License
- National Incident Management System - multiple ICS certifications
- USACE Construction Quality Management
- OSHA Certified

Professional Overview

Drew Sprinkle is an experienced project manager and pre-event services leader with a strong background in disaster debris operations, heavy marine construction, subcontractor oversight, and multi-jurisdictional client coordination. With nearly a decade of hands-on experience at CrowderGulf, he has managed large, complex field operations involving hundreds of personnel and equipment assets while ensuring regulatory compliance, safety performance, and meticulous documentation across all project phases.

Mr. Sprinkle excels at client communication, operational problem-solving, and quality-driven execution, consistently delivering efficient, compliant, and cost-effective results. His industry experience spans hurricanes, tornadoes, flooding, shoreline restoration, marine construction, and habitat restoration projects across the Southeast and Gulf Coast. He also serves as the qualified individual for CrowderGulf's general contractor licenses in Alabama, North Carolina, and California.

Key Achievements & Responsibilities

- **Project Leadership:** Directs large-scale debris and construction projects, overseeing field operations, staffing, equipment, and daily progress to meet client objectives.
- **Client Coordination:** Serves as the primary liaison to municipal, county, and state clients, ensuring clear communication, schedule alignment, and rapid issue resolution.
- **Subcontractor Oversight:** Manages subcontractor performance, reporting accuracy, and documentation compliance to support timely invoicing and payment.
- **Operational Efficiency:** Implements process improvements, field solutions, and productivity enhancements to maximize output and minimize project delays.
- **Safety & Compliance:** Leads safety meetings, enforces regulatory standards, and maintains strict adherence to OSHA, USACE CQM, and project-specific protocols.
- **Technical Execution:** Delivers heavy marine construction support—including rock placement, dredging, and shoreline restoration—when not deployed for disaster operations.
- **Pre-Event Services:** Supports proposal development, client deliverables, and pre-event contract readiness across multiple states.

Representative Project Portfolio

- **Hurricane Idalia (2023):** Managed four activations across Florida & Georgia, overseeing debris operations, subcontractor coordination, and client communication
- **Lightning Point Shoreline Restoration Phase II (2023):** Directed $1.4M coastal restoration effort in Bayou La Batre, AL, including rock placement and access-channel dredging
- **Hurricane Ian (2022):** Supported 35 activations in Florida, including managing all debris operations for the City of Venice
- **Hurricane Nicole (2022):** Managed debris collection across three county activations in Florida
- **Hurricane Ida (2021):** Led field operations and subcontractor oversight for debris removal activities in Gulfport, MS
- **ALDOT Bridge Fender System Repair (2021):** Executed marine infrastructure repairs supporting state transportation assets in Dauphin Island, AL
- **Lightning Point Shoreline Restoration (2021):** Supported major living shoreline habitat restoration in Bayou La Batre, AL
- **Hurricanes Delta & Zeta (2020):** Coordinated multi-state debris operations across Mississippi & Texas under tight response timelines

(Selected major activations; full list available upon request)

Leigh Anne Ryals

Regional Director – Alabama, Mississippi, Texas

Core Competencies

- Disaster Response & Recovery Operations
- FEMA Public Assistance Policy & Documentation
- Multi-Jurisdictional Incident Coordination
- Crisis Communications
- Project Management & Client Relations
- Technical Writing & Proposal Development
- Emergency Management Training & Instruction
- Team Leadership & Contractor Oversight

Education, Affiliations, & Certifications

- Bachelor of Arts, Radford University
- Certified Local Emergency Manager (CLEM), Alabama
- Advanced Level Certification in Emergency Management (ALEM)
- CPR & Bloodborne Pathogens Certified
- National Incident Management System Certified Instructor
- USACE Construction Quality Management

Professional Overview

Ms. Leigh Anne Ryals is an accomplished emergency management and disaster recovery leader with extensive experience directing large-scale debris operations, coordinating multi-agency response efforts, and guiding municipal and county governments through complex FEMA recovery programs. She brings strong expertise in debris management, client coordination, public information, and project oversight across multiple states and disaster types.

At CrowderGulf, Ms. Ryals has served as Regional Director, Project Manager, Incident Commander, and Government Liaison, recognized for her operational efficiency, FEMA policy expertise, and high-level client service. She has supported 12 Presidential Disaster Declarations, delivered training across the Southeast, and provided strategic guidance on FEMA PA policy, documentation, and disaster readiness. Her portfolio spans hurricanes, tornadoes, ice storms, and specialized debris missions in AL, MS, TX, FL, GA, NC, and SC.

Key Achievements & Responsibilities

- **Regional Leadership:** Directs debris operations and provides daily oversight for Project Managers across AL, MS, and TX, ensuring consistent performance, compliance, and client satisfaction
- **Client Liaison:** Serves as the primary point of contact for regional municipal and county clients, offering expert guidance on FEMA PA policy, reimbursement documentation, and disaster recovery procedures
- **Operational Management:** Leads multi-jurisdictional debris removal missions for hurricanes, tornadoes, and ice storms, coordinating field teams, subcontractors, and monitoring partners to maintain safe and efficient operations
- **Project Execution:** Manages high-profile activations and statewide responses delivering timely and compliant project outcomes
- **Training & Capacity Development**: Conducts annual disaster debris management training for city and county governments and provides policy updates and best practices at national and state emergency management conferences

Representative Project Portfolio

- **Hurricane Ian (2022)**: Supported debris clearing and removal for 38 school and support facilities in Florida, ensuring rapid restoration of safe access and operational continuity
- **Hurricanes Nicholas & Ida (2021)**: Managed multi-jurisdiction debris operations and served as government liaison in Texas, Mississippi, and Louisiana, aligning field activities with FEMA PA requirements
- **Hurricane Sally (2020) – City of Daphne, AL:** Directed debris removal operations and client coordination to expedite community recovery and documentation accuracy
- **Tornado & Special Projects (2019):** Oversaw two Texas county activations, providing debris management support and technical guidance to local officials
- **Hurricane Dorian (2019):** Led two debris removal activations in South Carolina, ensuring compliance with FEMA policies and supporting local government recovery operations
- **Hurricane Michael (2018) – Panama City Beach, FL:** Served as QC and Data Manager in Panama City, FL for more than 12 million cubic yards of debris, establishing rigorous documentation, reporting, and quality standards

(Selected major activations; full list available upon request)

CROWDER GULF

Core Competencies

- Disaster Debris Operations & Emergency Response
- Multi-Site Project Coordination & Logistics
- Team Leadership & Workforce Development
- Risk Management & Safety Compliance
- Strategic Planning & Interagency Collaboration
- Client Relations & Government Liaison
- Safety Management & OSHA Standards
- Strategic Planning & Team Leadership

Education, Affiliations, & Certifications

- Master of Science, Construction Management, University of Florida
- Master of Science, Strategic Studies, U.S. Army Senior Staff College
- Bachelor of Science, Agricultural Economics, Clemson University
- Certified Emergency Manager (CEM), International Association of Emergency Managers
- Society of American Military Engineers
- Army Engineer Association

Barrett Holmes

Regional Director – East Coast

Professional Overview

Barrett Holmes is an accomplished disaster response and recovery leader with over 30 years of experience managing large-scale, multi-site emergency operations across the Eastern U.S. He is known for building high-performing teams, optimizing operational efficiency, and delivering measurable results under pressure. Mr. Holmes is experienced in strategic planning, operational oversight, and coordinating with federal, state, and local agencies to execute complex disaster recovery missions.

Mr. Holmes drives results by mentoring high-performing teams, streamlining operations, and building trusted relationships with clients and government partners, consistently turning complex projects into successful outcomes.

Key Achievements & Responsibilities

- **Regional Operations Leadership:** Directed regional disaster debris removal operations across multiple states, leading project managers, field personnel, and subcontractors to execute complex, multi-site recovery efforts efficiently
- **Operational Planning & Execution:** Developed and implemented logistics plans for personnel, equipment, and temporary debris management sites, ensuring safe and timely removal of millions of cubic yards of debris
- **Resource & Workforce Management:** Optimized allocation of crews, trucks, and equipment across multiple simultaneous activations, improving efficiency and maximizing project outcomes
- **Safety & Risk Oversight:** Enforced rigorous safety protocols, risk management measures, and environmental compliance across all operations, reducing incidents and maintaining regulatory adherence
- **Team Development & Mentorship:** Coached and mentored project managers and field staff, building high-performing teams capable of executing large-scale, high-pressure disaster recovery projects
- **Performance Optimization:** Implemented innovative operational strategies and quality control measures, achieving measurable improvements in response times, debris removal rates, and client satisfaction

Representative Project Portfolio

- **Hurricane Idalia, Tornadoes & Storms (2023):** Directed regional debris removal operations across multiple counties, efficiently managing personnel, equipment, and temporary disposal sites to restore impacted communities
- **Hurricanes Ian & Nicole (2022):** Led multi-county disaster response, coordinating teams to remove millions of cubic yards of C&D and vegetative debris while ensuring regulatory compliance and public safety
- **Hurricanes Ida & Nicholas; KY Tornadoes & Floods (2021):** Oversaw large-scale debris operations, integrating multiple municipal and county contracts and maintaining seamless communication with government agencies
- **Hurricanes Laura, Sally, Delta & Zeta (2020):** Managed operations for multi-parish, multi-state activations, directing crews through C&D, white goods, and HHW removal, while maintaining schedule and budget adherence
- **Hurricane Dorian, Tropical Storm Imelda & Tornadoes (2019):** Coordinated debris removal across multiple states, implementing strategic resource deployment and operational oversight for maximum efficiency.

(Selected major activations; full list available upon request)

Donald Madio

Regional Director – Florida

Core Competencies

- Disaster Response & Recovery Operations
- FEMA Public Assistance Program
- Emergency Operations Planning & Execution
- Multi-Agency Coordination & Client Engagement
- Project Management & Contract Oversight
- Regulatory Compliance & Documentation Control
- Risk & Impact Analysis
- Training & Technical Assistance
- Crisis Communication & Public Information Management

Education & Certifications

- Bachelor of Science, Public Relations, University of Florida, Gainesville
- OSHA/MOT Certified
- National Incident Management System: Multiple ICS certifications

Professional Overview

Donald Madio is a disaster recovery and debris management specialist with over 25 years of experience leading large-scale emergency response and recovery operations across the United States. As a Regional Director for CrowderGulf, he has managed complex, multi-jurisdictional projects involving FEMA, USACE, HUD, and other federal, state, and local agencies.

He is recognized for his strategic leadership, technical expertise in the FEMA Public Assistance Program, and proven ability to deliver rapid, compliant, and cost-effective debris management solutions. His career is defined by high-impact coordination across teams, agencies, and contractors—consistently improving recovery efficiency, safety, and documentation accuracy in disaster environments.

Key Achievements & Responsibilities

- **Regional Leadership:** Oversees debris management and disaster recovery operations across the Southeast, directing multi-state teams and ensuring timely, cost-effective project delivery
- **Program & Compliance Management:** Ensures all activities adhere to FEMA Public Assistance, USACE, HUD, and EPA regulations, optimizing reimbursement and audit readiness
- **Operational Execution:** Leads planning, mobilization, and execution for hurricane, flood, tornado, and ice storm recovery missions—completing projects exceeding 13 million cubic yards of debris removal
- **Interagency Coordination:** Cultivates and leverages strong working relationships with federal, state, and local officials to streamline communication, resource allocation, and mission success
- **Process Optimization:** Implements operational procedures that enhance efficiency, reduce cost, and improve safety and documentation accuracy
- **Training & Mentorship:** Develops and facilitates technical training for federal, state, and local partners to strengthen disaster readiness and response capacity

Representative Project Portfolio

- **Hurricanes Ian & Nicole (2022) – Florida:** Directed 34 contract activations statewide, managing debris operations exceeding 13 million cubic yards
- **Hurricane Idalia & Winter Storms (2023) – AR, FL, GA, NC, TX & VA:** Supervised 15 contracts across six states, removing nearly 2 million cubic yards of debris
- **Hurricane Michael (2018) – Florida Panhandle:** Oversaw 11 contracts totaling 12 million cubic yards of debris, restoring access and supporting community recovery
- **Hurricane Irma (2017–2018) – Florida:** Managed 64 contract activations throughout the state, coordinating large-scale debris removal and site reduction operations
- **Hurricane Matthew (2016–2017) – Flagler County, FL:** Led debris management for multiple municipalities, achieving full project closeout within FEMA timelines
- **Red Tide Cleanup (2018) – Southwest Florida:** Directed marine and coastal debris removal in Collier, Lee, and Sarasota Counties, ensuring environmental compliance

(Selected major activations; full list available upon request)

Bill Doran

Regional Manager – Louisiana

Core Competencies

- Disaster Recovery & Emergency Management
- Federal Interagency Coordination (FEMA, HUD, DHS, USACE)
- Public Assistance & Mitigation Programs
- Executive Leadership & Policy Development
- Strategic Planning & Program Delivery
- Multi-State Operations & Intergovernmental Affairs
- Crisis Communication & Client Engagement
- Military Support to Civil Authorities

Education & Certifications

- Master of Science, Management, University of Maryland
- Bachelor of Arts, Journalism, Louisiana State University
- Certified Emergency Manager (CEM), International Association of Emergency Managers
- Board Member, Louisiana Emergency Preparedness Association
- Emergency Management Institute Executive Academy
- U.S. Air War College

Professional Overview

Bill Doran is a seasoned emergency management and disaster recovery executive with more than 30 years of progressive leadership experience spanning federal, state, military, and private-sector operations. His background includes service as a **Presidentially appointed Federal Coordinating Officer (FCO)** for FEMA Region VI, executive-level consulting for Ernst & Young, and senior program direction for Plexos Group and CrowderGulf.

Mr. Doran's career reflects a rare blend of **strategic acumen, operational command, and intergovernmental coordination**, developed through decades of leadership in all-hazards preparedness, response, recovery, and mitigation. He has coordinated billions in federal disaster aid, led complex recovery missions across nine states, and advised governors, senior military officials, and cabinet-level leaders on disaster policy and operations. As Regional Director for CrowderGulf in Louisiana, he leverages this deep experience to deliver efficient, compliant, and community-focused recovery programs.

Key Achievements & Responsibilities

- **Strategic Leadership & Program Oversight:** Directs CrowderGulf operations throughout Louisiana, overseeing multi-state response and recovery activations, contract execution, and client engagement for hurricanes, floods, ice storms, and tornado events
- **Federal Coordination & Policy Expertise:** Served as FEMA Federal Coordinating Officer for 25 federally declared disasters, leading interagency collaboration among federal, state, tribal, and local partners to deliver timely and effective disaster assistance
- **Executive Program Management:** Guided multi-billion-dollar recovery missions, including DR-4277-LA (Baton Rouge Floods) and multiple Texas disasters, achieving over $3 billion in combined aid delivery and cost savings through operational and policy innovation
- **Consulting & Advisory Experience:** Provided senior-level policy, program, and subject matter expertise to FEMA, HUD, USDA, DHS, and DoD through Ernst & Young and Plexos Group, ensuring alignment between government and private-sector emergency management practices
- **Organizational Leadership & Process Improvement:** Led FEMA's Louisiana Recovery Office for Hurricanes Katrina and Rita and directed the FEMA Region VI Response Division, implementing reforms to streamline coordination, reduce costs, and enhance transparency

Representative Project Portfolio

- **Presidentially Appointed FCO (2010-2018):** Presidential appointee for 25 federally declared disasters, coordinating all federal recovery and mitigation assistance; directed multi-state operations in nine states and advised the FEMA Administrator on national disaster response policy
- **Baton Rouge Floods (2016):** Delivered over $2.4 billion in aid, including $750M in Public Assistance and $750M in Individual Assistance; directed one of the largest temporary housing missions in FEMA history with over 4,000 units; implemented QC measures that saved the federal government nearly $30 million in program costs
- **Texas Floods (2016)**: Administered over $1 billion in federal aid across 120 counties while navigating complex political environments among federal, state, and local agencies

(Selected major activations; full list available upon request)

Joe Hayes

Regional Manager – Florida

Core Competencies

- Disaster Debris Operations & Recovery
- Multi-Jurisdictional Project Management
- Debris Estimation & Reduction Strategies
- Field Operations & Crew Supervision
- Operational Logistics & Asset Coordination
- Client Relations & Advisory
- Safety Management & OSHA Standards
- Strategic Planning & Team Leadership
- Performance Metrics & Quality Assurance

Education & Certifications

- Bachelor of Arts, College of Inquiry And Social Design; Florida Atlantic University
- OSHA 30-Hour Construction Safety & Health Certification
- National Incident Management System: Multiple ICS certifications

Professional Overview

Joe Hayes is a dynamic senior project manager with 10+ years of experience leading large-scale disaster response and debris removal operations across Florida and the Gulf Coast. He is experienced in directing multi-phase recovery efforts for hurricanes, floods, tornadoes, and environmental hazards, with a proven ability to manage multiple simultaneous scopes, coordinate personnel and equipment, and maintain clear communication with federal, state, and local officials.

Mr. Hayes specializes in operational logistics, strategic planning, and client advisory support, consistently delivering efficient, safe, and FEMA-compliant results in complex and austere environments. He is adept at developing innovative response protocols that maximize efficiency, enhance client satisfaction, and set new industry standards.

Key Achievements & Responsibilities

- **Regional Operations Leadership:** Directed large-scale disaster response efforts in Florida and Louisiana, managing personnel, subcontractors, and equipment to ensure timely, efficient, and compliant debris removal operations
- **Multi-Phase Project Management:** Oversaw concurrent debris removal scopes across multiple jurisdictions, providing logistical oversight, operational planning, and on-site decision-making for complex disaster events
- **Client Relations & Advisory:** Served as primary point of contact for county, municipal, and state officials, providing operational guidance, administrative updates, and strategic support for disaster response and recovery
- **Operational Efficiency & Safety:** Implemented hands-on management and innovative processes to streamline mobilization, optimize debris removal operations, and ensure adherence to safety and regulatory standards
- **Strategic Oversight & Reporting:** Supported senior management teams by coordinating multi-million-cubic-yard debris operations, monitoring project progress, and ensuring accurate reporting to clients and regulatory agencies

Representative Project Portfolio

- **Hurricane Ian (2022):** Directed statewide recovery operations, including 10+ million cubic yards removed from Lee County ROW; managed personnel, assets, and subcontractors while coordinating with local, state, and federal agencies to ensure safe, efficient debris removal
- **Red Tide Fish Kill (2021):** Served as senior project manager for the mass fish kill event in Fort Myers, FL, overseeing removal & disposal of almost 2 tons of dead fish from Florida beaches and shorelines
- **Hurricane Laura (2020):** Oversaw removal of nearly 7 million cubic yards of debris in Calcasieu Parish, LA, integrating multiple municipal contracts and providing operational oversight across the parish for a combined 12+ million cubic yards
- **Hurricane Michael (2018):** Managed debris removal logistics in Jackson County, FL for nearly 3 million cubic yards of debris; coordinated directly with county officials and FDOT to expand scope and improve efficiency
- **Hurricane Irma (2017):** Directed debris operations for Jupiter, Palm Springs, Stuart, and Vero Beach, FL; provided advisory support statewide to augment a 10+ million cubic yard recovery effort

(Selected major activations; full list available upon request)

CROWDER GULF

Core Competencies

- Large-Scale Disaster Debris Operations Management
- Strategic Planning & Leadership
- Multi-State Program Coordination & Oversight
- Client & Government Relations
- Risk Mitigation & Safety Compliance
- Resource & Asset Logistics Optimization
- Budgeting, Cost Control, & Contract Administration
- Innovative Technology Integration

Education & Certifications

- Special Forces Assessment & Qualification Course
- US Army John F. Kennedy Special Warfare Center & School NCOA Basic Leadership Course
- US Army Airborne School
- US Army Infantry School
- South Carolina Criminal Justice Academy, Basic Law Enforcement Class
- National Incident Management System: Multiple ICS certifications

Barton Holmes

Regional Manager – East Coast

Professional Overview

Barton Holmes is a resourceful and results-driven leader with over 15 years of progressive management experience in disaster response, debris operations, and team leadership across national and international projects. He is adept at assembling, coaching, and motivating high-performing teams to achieve operational excellence while maintaining safety, compliance, and ethical standards.

Mr. Holmes is skilled in strategic planning, project oversight, and complex multi-site operations, with a proven ability to deliver results under pressure. He has extensive experience overseeing large-scale disaster debris removal efforts across multiple states, ensuring the safe and efficient execution of all operational scopes while maintaining the highest standards of safety, compliance, and accountability.

Key Achievements & Responsibilities

- **Disaster Debris Management:** Directed multi-state recovery operations, overseeing personnel, assets, and subcontractors to ensure safe, compliant, and efficient debris removal under demanding conditions
- **Operational Oversight:** Managed all phases of large-scale response projects, maintaining alignment with federal, state, and municipal standards to meet or exceed client expectations
- **Business Development & Training:** Designed and implemented workforce development programs to enhance operational readiness and support regional expansion initiatives
- **Innovation & Technology:** Introduced drone and data-driven documentation systems to streamline project monitoring, reporting, and quality assurance
- **Client & Agency Collaboration:** Served as primary liaison for municipal, county, and state clients, facilitating transparent communication, rapid decision-making, and integrated operational coordination

Representative Project Portfolio

- **Hurricane Idalia, Tornadoes & Storms (2023):** Directed multi-state operations for VA Beach, Eastern NC, and South Georgia, coordinating multiple project teams and resources
- **Hurricane Ian (2022): S**enior Project Manager for Fort Myers Beach, FL, overseeing one of the most complex post-storm debris operations in company history
- **Bowling Green, KY Tornado (2021):** Managed large-scale debris recovery and restoration activities, coordinating with local officials and emergency agencies
- **Hurricane Florence (2018):** Led debris operations for multiple North and South Carolina jurisdictions, achieving over 20 million cubic yards of debris removal
- **Hurricane Harvey (2017):** Oversaw operations for multiple coastal Texas municipalities, ensuring rapid clearance and compliance with federal recovery standards

(Selected major activations; full list available upon request)

Valerie Gonzalez

Regional Manager – Texas

Core Competencies

- Disaster Response & Debris Management
- FEMA Public Assistance & Documentation
- Environmental Health & Regulatory Compliance
- Intergovernmental Coordination
- Public Administration & Program Leadership
- Policy Interpretation & Legal Analysis
- Training & Community Engagement
- Bilingual Communication (English/Spanish)

Education, Affiliations, & Certifications

- Juris Doctor (Valedictorian), Thurgood Marshall School of Law, Texas Southern University
- Bachelor of Arts, Criminal Justice, University of Texas at San Antonio
- Bachelor of Science, Biology, University of Texas at San Antonio
- State Bar of Texas – Active Member in Good Standing
- Registered Sanitarian & Floodplain Management, Municipal Solid Waste Operator (Class B)
- Member of the Texas Environmental Health Association
- Certified Texas Emergency Manager

Professional Overview

Valerie Gonzalez is an accomplished environmental health and disaster recovery professional with over a decade of leadership experience in public sector environmental regulation, emergency management, and large-scale debris operations. As Regional Manager for CrowderGulf in Texas, she oversees multi-site emergency response projects, directing project managers, subcontractors, and field personnel to ensure safe, compliant, and efficient operations across multiple jurisdictions.

Her prior service as Director of Environmental Health for Aransas County, Texas, combined with her extensive legal background, gives her a rare dual perspective on environmental regulation and operational execution. Ms. Gonzalez is recognized for her deep understanding of FEMA debris management protocols, Texas administrative and environmental regulations, and her ability to build collaborative partnerships among local, state, and federal agencies. She is widely regarded as a Debris Management Specialist, known for translating complex regulatory requirements into practical field solutions that enhance community resilience and accelerate disaster recovery.

Key Achievements & Responsibilities

- **Regional Operations Leadership:** Directs multiple emergency debris and recovery projects across Texas, managing regional staff, subcontractors, and equipment to deliver safe, efficient, and FEMA-compliant operations
- **Environmental Program Management:** Led Aransas County's Environmental Health Department, overseeing Environmental Health, Solid Waste, and Vector Control divisions and ensuring full compliance with TCEQ, TDA, and TDLR regulations
- **Disaster & Debris Management Expertise:** Served as Debris Manager for Aransas County after Hurricane Harvey, coordinating with FEMA, TDEM, TXDOT, and USACE. Later deployed with the Texas Division of Emergency Management's Disaster Recovery Task Force to support wildfire debris removal and recovery operations
- **Legal & Regulatory Experience:** Practiced law in Houston with expertise in environmental, contract, and probate matters; skilled in compliance review, legal research, and documentation for regulated industries
- **Public Engagement & Training:** Developed and delivered public education programs on environmental health and debris management, fostering community collaboration and interagency coordination

Representative Project Portfolio

- **Hurricanes Beryl, Helene & Milton (2024):** Oversaw debris response and recovery operations and permitting in several counties, including Clay County (FL) after Hurricanes Helene and Milton, and Angleton, TX after Hurricane Beryl
- **2023 Winter Storms & Straight-Line Winds:** Led regional debris response and recovery operations across Texas, coordinating multi-site activations, field personnel, and FEMA-compliant documentation in partnership with local and state clients
- **Eastland County (TX) Wildfires (2022):** Served as the TDEM Disaster Recovery Task Force Debris Specialist Liaison for debris removal, disposal, and volunteer coordination
- **Hurricane Harvey (2017 - 2022):** Directed countywide environmental health and debris programs in Aransas County; managed debris removal and recovery following Hurricane Harvey; ensured compliance with state and federal regulations; and maintained interagency coordination with FEMA and TDEM

(Selected major activations; full list available upon request)

Clayton Young

Regional Director – Texas

Core Competencies

- Disaster Debris Removal, Reduction, & Disposal
- Emergency Response Planning & Management
- Multi-Jurisdictional Project Management
- Pre-event Planning & Operational Strategy
- Project Estimation, Bidding, & Contract Negotiation
- Client Relations
- Team Leadership & Training
- Watershed Management

Education & Certifications

- Bachelor of Arts, Entrepreneurial Management, University of North Texas
- Watershed Management Certification
- National Incident Management System - Multiple ICS certifications

Professional Overview

Clayton Young is a seasoned disaster response and debris management professional with extensive experience leading multi-jurisdictional recovery operations across Texas, Louisiana, and North Carolina. He has managed large-scale debris removal, reduction, hauling, and disposal operations for hurricanes, tropical storms, flooding, and tornadoes, ensuring compliance with FEMA and municipal requirements.

Mr. Young also provides strategic guidance, pre-event planning, and technical support to municipal clients, helping optimize operational efficiency and disaster readiness. His background in entrepreneurship and project management enhances his ability to negotiate contracts, estimate work, and coordinate teams effectively. Mr. Young's strong communication and cultural awareness allow him to work seamlessly with municipal officials, subcontractors, and community partners.

Key Achievements & Responsibilities

- **Operational Leadership:** Directs large-scale debris operations across multiple counties, managing crews, subcontractors, and field operations for timely debris removal and disposal
- **Disaster Management Expertise:** Oversees hurricane, tropical storm, flooding, and tornado response operations in urban and rural areas, ensuring municipal and FEMA compliance
- **Client & Partner Coordination:** Serves as CrowderGulf's primary liaison with local governments and federal agencies to align operations with policy and maintain clear communication
- **Project Management:** Leads field-level debris operations, flood response, buyout programs, and post-disaster restoration projects, ensuring efficient execution of all contracts
- **Strategic Planning & Bidding:** Supports pre-event planning, competitive bidding, and project estimation to optimize operations and meet client goals
- **Training & Mentorship:** Provides guidance and oversight to project teams on disaster response protocols, safety standards, and operational best practices.

Representative Project Portfolio

- **Hurricanes Ida & Nicholas (2021):** Managed debris removal, hauling, and reduction operations across multiple counties
- **Hurricanes Laura, Sally, Delta, & Zeta (2020):** Supported multi-jurisdictional debris operations, ensuring timely collection and disposal
- **Hurricane Dorian, Tropical Storm Imelda, & Tornadoes (2019):** Oversaw field operations and municipal coordination for storm-impacted regions
- **Hurricanes Florence (2018)**: Served as Project Manager for Duplin County, NC, managing removal and disposal of more than 200,000 CY of debris
- **Hurricane Harvey (2017)**: Served as Project Manager for multiple municipal clients and Texas GLO Waterway Projects including Colorado River, San Bernard River, Brazos River, Chocolate Bayou, and Oyster Creek

(Selected major activations; full list available upon request)

Matthew Lucas

Senior Project Manager

Core Competencies

- Disaster Recovery Operations
- Construction & Demolition Oversight
- Electrical & Utility Infrastructure
- Contract Administration & Procurement
- Project Scheduling & Logisitics Coordination
- Safety & Risk Management Compliance
- Client, Contractor, & Agency Relations
- Team Leadership & Workforce Development

Education, Licenses, & Certifications

- Electrical Construction, Mercer County Vocational Technical School
- New Jersey Electrical Contractor License #9758
- New Jersey A901 Disposal License
- 100-Ton USCG Captain's License
- New Jersey CDL-A with Medical Card
- OSHA 10/30 & First Aid Certification
- National Incident Management System: Multiple ICS certifications

Professional Overview

Matthew Lucas is a seasoned construction and disaster recovery leader with over three decades of progressive experience managing complex infrastructure, debris management, and electrical construction projects. He has successfully led multimillion-dollar recovery and restoration operations for hurricanes, floods, and other federally declared disasters, earning a reputation for operational excellence, safety, and accountability.

Throughout his career, Mr. Lucas has demonstrated exceptional ability to coordinate large, diverse teams and maintain strong partnerships with federal, state, and local agencies. His expertise spans contract negotiation, project logistics, and technical oversight of debris removal, demolition, and electrical system installations. A results-driven leader, he excels under pressure, delivering efficient, compliant, and cost-effective solutions that strengthen community resilience and support mission-critical recovery efforts.

Key Achievements & Responsibilities

- **Disaster Recovery Operations:** Directed large-scale debris removal, demolition, and infrastructure repair for multiple FEMA-declared disasters, ensuring full compliance with federal, state, and local standards
- **Project Leadership:** Led multidisciplinary teams, subcontractors, and field crews to safely and efficiently execute projects exceeding hundreds of thousands of cubic yards of debris removal
- **Client Coordination:** Maintained proactive communication with municipal leaders, USACE representatives, and federal partners to ensure timely progress reporting and transparent project execution
- **Contract & Financial Management:** Negotiated vendor agreements and oversaw procurement, invoicing, and cost control to achieve operational efficiency and fiscal accountability
- **Safety & Compliance Oversight:** Implemented robust safety programs, training initiatives, and site audits to uphold OSHA standards and minimize incidents across all project sites

Representative Project Portfolio

- **Hurricane Laura (2020):** Directed debris removal operations in Alexandria, LA, clearing over 250,000 cubic yards of storm debris while ensuring regulatory compliance and public safety
- **Hurricane Michael (2018):** Led debris removal across a 30-mile operational corridor, in and around Panama City, FL, including private property and deep ditch clearing, restoring access and reducing flood risk
- **Hurricane Matthew (2016):** Managed large-scale debris removal across two municipalities, overseeing subcontractors and debris sites to expedite community recovery in Fayetteville, NC
- **Hurricane Harvey (2017):** Supervised extensive storm debris clearance and multiple temporary debris reduction sites in Port Arthur, TX, coordinating with city, state, and federal agencies to maintain operational efficiency

(Selected major activations; full list available upon request)

Lew Najor

Project Manager

Core Competencies

- Disaster Debris Operations Management
- Quality Control & Compliance
- Project Planning & Execution
- Team Leadership & Training
- Client Communication & Reporting
- Hazardous Materials & Environmental Safety
- Marine Debris & Coastal Project Management

Education, Licenses, & Certifications

- Bachelor of Science, Auburn University
- Associate's Degree, Jefferson Davis Community College
- USACE Construction Project Managemet Certification
- Florida Underground Utility Excavation License #CUCO57058
- Class B CDL & OSHA 10-Hour Training
- National Incident Management System: Multiple ICS certifications

Professional Overview

Lew Najor is an experienced Project Manager with over 25 years in disaster debris management, quality control, and construction operations, and a proven ability to lead large-scale projects, ensure compliance with federal, state, and local regulations, and maintain high-quality standards across multiple sites. He is skilled at implementing structured Quality Control programs, coordinating field teams, and optimizing operational efficiency under challenging conditions.

Mr. Najor is known for his results-oriented approach that emphasizes safety, cost-effectiveness, and schedule adherence. He is adept at managing simultaneous activations, overseeing debris removal operations, and providing actionable reporting to senior management and clients. He is a strong communicator with the ability to train, mentor, and lead high-performing teams to deliver measurable outcomes.

Key Achievements & Responsibilities

- **Quality Control Implementation:** Developed and executed three-phase Quality Control programs for debris operations, ensuring compliance with contract requirements and regulatory standards
- **Debris Operations Oversight:** Directed daily operations of debris removal crews, monitored production rates, and ensured safe, efficient, and compliant work across multiple activations
- **Contract and Project Management:** Managed project execution from mobilization to closeout, including client communications, resource allocation, and schedule oversight
- **Safety & Regulatory Compliance:** Monitored safety protocols and adherence to environmental and construction regulations, issuing rework logs and corrective actions when needed
- **Reporting & Documentation:** Prepared detailed weekly reports, tracked definable features of work, and maintained accurate debris removal documentation for federal and local agencies

Representative Project Portfolio

- **St. John the Baptist Parish, LA (2022-2023):** Oversaw NRCS canals, ditches, waterways, PPDR, and ROW operations
- **Pensacola East Bay Oyster Habitat Restoration (2021-2022):** Managed placement of 70K tons of aggregate and installation of 33 habitat reefs
- **Hurricanes Laura, Sally, Delta & Zeta (2020):** Supervised large-scale debris removal activations across multiple jurisdictions, counties, and states
- **Tropical Storm Imelda & Hurricane Dorian (2019):** Directed operations in Texas and South Carolina, ensuring quality control compliance
- **Hurricane Michael (2018):** Provided quality control oversight of 2 million cubic yards of debris removal in Bay County, FL

(Selected major activations; full list available upon request)

Howard Turner
Project Manager

Core Competencies

- Disaster Debris Operations Management
- TDSRS Site Management
- Vegetative Debris Grinding & Reduction
- Client & Agency Coordination
- Logistics & Crew Scheduling
- Claims Resolution & Quality Assurance
- Documentation & FEMA Compliance
- Environmental & Special Projects Oversight

Education & Certifications

- Bachelor of Science, University of Richmond
- Commonwealth of Virginia Class A& B General Contractor
- Commonwealth of Virginia - General Mineral Miner
- Commonwealth of Virginia - Certified Flagger
- OSHA HAZWOPER & Construction Training
- Red Cross First Aid/CPR

Professional Overview

Howard Turner is a veteran disaster recovery and debris management leader with more than two decades of experience directing large-scale debris operations, managing Temporary Disposal Storage & Reductions Sites (TDSRS) sites, and coordinating post-disaster recovery efforts across numerous states and hazard types. He brings deep expertise in debris reduction, subcontractor oversight, site restoration, operational logistics, documentation verification, and client coordination under FEMA Public Assistance programs.

Over his 20+ years with CrowderGulf and partner operations, he has delivered high-efficiency field management, reliable service to municipal and county clients, and consistent execution across hurricanes, tornadoes, winter storms, and special reduction missions.

Key Achievements & Responsibilities

- **Operational Leadership:** Manages daily debris removal, reduction, hauling, and disposal operations, including TDSRS oversight and subcontractor supervision.
- **Debris Reduction Management:** Leads grinding operations, secures additional sites, and ensures efficient processing, transport, and beneficial reuse of vegetative materials and wood fiber.
- **Client & InCoordination:** Acts as primary liaison with CrowderGulf clients and FEMA, resolving claims, aligning operations with policy, and maintaining clear communication.
- **Contract & Proposal Management:** Develops bid proposals, manages post-event contract changes, and supports competitive procurement for debris and reduction services.
- **Logistics & Crew Scheduling:** Plans and schedules crews, equipment, and site activities to ensure timely rights-of-way debris collection and coordinated material transport.
- **Compliance & Documentation:** Verifies load tickets, delivery records, and reduction documentation to ensure accurate invoicing and FEMA audit readiness.

Representative Project Portfolio

- **Hurricane Idalia (2023):** Managed multi-jurisdiction debris reduction and hauling operations across impacted communities in Florida and Georgia
- **Miscellaneous Storms & Tornadoes (2023):** Directed diverse tornado and severe-storm debris response missions for 11 activations in five states
- **Hurricane Ian (2022):** Led large-scale debris site management and reduction operations across 35 separate activations in Florida
- **Hurricane Nicole (2022):** Coordinated field operations and site oversight for coastal debris impacts in Florida
- **Winter Storms, Tornadoes & Special Projects (2022):** Supervised varied debris reduction and hauling missions across multiple hazard types in three states
- **Hurricane Ida (2021):** Managed municipal debris operations in Gulfport, MS, including reduction, hauling, and final disposal logistics
- **ALDOT Bridge Special Project (2021):** Oversaw debris and material movement supporting bridge and infrastructure restoration in Dauphin Island, AL
- **Kentucky Tornadoes (2021)**: Directed debris removal and reduction operations across tornado-affected communities

(Selected major activations; full list available upon request)

Isam Brisco
Project Manager

Core Competencies

- Debris Management Operations
- Construction & Project Management
- Emergency Response & Recovery
- Client Communication & Coordination
- Site Permitting & Compliance
- Logistics & Resource Management
- Field Operations Leadership
- Crew & Contractor Oversight

Education & Certifications

- Bachelor of Arts, Hospitality Management, University of North Texas
- Certified Asbestos Supervisor
- National Incident Management System: Multiple ICS certifications

Professional Overview

Isam Brisco is an accomplished Project Manager with over a decade of experience leading large-scale construction and disaster recovery operations across the Gulf Coast and Southeast regions. His expertise spans the full lifecycle of debris management projects—from rapid emergency mobilization and push operations to long-term drainage restoration and debris reduction site management.

Known for his strong leadership, organizational precision, and results-driven approach, Mr. Brisco has directed multi-million-yard debris operations and coordinated hundreds of field personnel, subcontractors, and equipment assets to achieve safe, efficient, and compliant project completion. His proven track record of operational excellence, client satisfaction, and innovative problem-solving makes him a trusted leader within CrowderGulf's disaster response and recovery division.

Key Achievements & Responsibilities

- **Strategic Program Leadership:** Directed large-scale debris removal and drainage restoration operations across multiple states, overseeing hundreds of personnel and managing millions of cubic yards of material safely, efficiently, and within budget
- **Operational Excellence:** Delivered complex disaster recovery missions—often across concurrent activations—by optimizing resources, accelerating timelines, and maintaining strict compliance with FEMA and local standards.
- **Client & Sub-contractor Coordination:** Served as the primary point of contact for clients, monitoring firms, and subcontractors, ensuring clear communication, issue resolution, and alignment of operational priorities across all project phases
- **Continuous Improvement:** Implemented process improvements and field innovations that streamlined mobilization, enhanced safety, and improved performance metrics for debris management programs nationwide.

Representative Project Portfolio

- **Hurricane Milton Floods – Hillsborough County, FL (2025):** Directed debris removal operations across multiple Florida counties; managed field crews, subcontractors, and monitoring teams to expedite recovery and reduce public safety risks
- **Private Property Debris Removal (PPDR) & Drainage Lateral Project – Calcasieu Parish, LA (2024):** Oversaw complex drainage and debris removal in flood-prone areas, coordinating marine-based access and compliance with environmental regulations
- **Hurricane Beryl & Flooding – Montgomery County, TX (2024):** Led coordinated recovery and debris operations in residential areas; ensured efficient communication and completion of multiple simultaneous activations
- **Hurricane Nicholas – Texas (2021):** Directed six concurrent debris removal contracts; established access agreements with thousands of property owners to facilitate safe and lawful debris removal
- **Hurricane Laura – Calcasieu Parish, LA (2020–2021):** Managed daily operations for 200+ trucks removing nearly 100,000 cubic yards of debris per day; permitted 12 temporary debris sites; completed 6.2 million cubic yards of total debris removal and reduction
- **Hurricane Michael – Bay County, FL (2018–2019):** Led push operations and site permitting for post-storm clearance; managed debris site operations that removed nearly 2 million cubic yards of debris

(Selected major activations; full list available upon request)

Buddy Young
Senior Director

Core Competencies

- Disaster Debris Management Operations
- Emergency Management & FEMA Compliance
- Multi-State Project Oversight & Coordination
- Pre-event Planning & Preparedness Training
- Special Projects
- Operational Leadership & Strategic Oversight
- Marine Debris & Demolition

Education & Certifications

- Keeler Polygraph Institute, Graduate
- FBI National Academy, Graduate
- Arkansas State Police Academy, Graduate
- Certificate of Public Administration, University of Arkansas
- National Incident Management System - Multiple ICS certifications

Professional Overview

Buddy Young is a nationally recognized leader in emergency management and disaster debris operations with decades of experience directing large-scale recovery efforts. He served as Regional Director for FEMA Region VI from 1993–2001, overseeing 133 federally declared disasters and emergencies. Since joining CrowderGulf in 2003, Mr. Young has served as Director of Debris Operations and Senior Project Manager for all major hurricanes in the Southeast, managing debris removal, reduction, disposal, and special projects including demolition and marine debris operations.

He provides strategic guidance, preparedness training, and technical support to municipal and county clients, leveraging his extensive knowledge of federal disaster programs and compliance requirements. Additionally, Mr. Young has conducted full-scale emergency response exercises as an adjunct instructor with the Texas A&M Engineering Extension Program and serves on the Board of Directors for the Disaster Recovery Contractors Association (DRCA).

Key Achievements & Responsibilities

- **Operational Leadership:** Directed large-scale debris operations across multiple jurisdictions, including removal, reduction, hauling, and disposal
- **Disaster Management Expertise:** Oversaw field operations for hurricanes, tornadoes, ice storms, and flooding, ensuring compliance with FEMA and municipal requirements
- **Training & Preparedness:** Developed and delivered annual pre-event debris management training for municipal clients in multiple states
- **Client & Agency Coordination:** Serves as senior liaison between CrowderGulf, local governments, and federal agencies to ensure effective response and recovery
- **Strategic Oversight:** Provides guidance on technical proposals, operational planning, and emergency management exercises for multi-state projects
- **Special Projects Management:** Led marine debris removal, demolition, and other non-standard debris operations, ensuring safety, efficiency, and regulatory compliance

Representative Project Portfolio

- **Hurricane Idalia & Tornadoes (2023):** Provided oversight and direction for multiple activations across the Gulf Coast
- **Hurricanes Ian & Nicole (2022):** Oversaw comprehensive debris removal, reduction, and disposal operations across multiple counties
- **Hurricanes Ida & Nicholas (2021):** Oversaw debris operations and municipal coordination for high-impact storm events
- **Hurricanes Laura, Sally, Delta, & Zeta (2020):** Provided oversight and direction of multi-jurisdictional debris operations for impacted municipalities across four states
- **Hurricanes Florence & Michael (2018):** Managed debris operations and field project oversight for multiple municipal contracts

(Selected major activations; full list available upon request)

John Campbell
Senior Director

Core Competencies

- FEMA Public Assistance Operations
- Large-Scale Debris Removal & Reduction
- Multi-State Project Oversight & Coordination
- Pre-event Planning & Preparedness Training
- Regional & Executive Project Oversight
- Debris Management Training & Preparedness
- Government & Client Coordination

Education & Certifications

- United States Army, Colonel (Retired)
- National Incident Management System - Multiple ICS certifications

Professional Overview

John M. Campbell is a senior emergency management and disaster recovery leader with more than four decades of public and private sector experience supporting large-scale disaster response operations. He has served in senior leadership roles for CrowderGulf since 2006, providing regional and national oversight for FEMA-funded debris removal, reduction, and disposal operations following major hurricanes, floods, tornadoes, and severe storms.

Mr. Campbell brings deep operational expertise gained through managing dozens of simultaneous activations across multiple states, combined with prior executive leadership in county emergency management and a distinguished military career retiring as a U.S. Army Colonel. His background uniquely positions him to bridge field operations, government coordination, safety oversight, and emergency planning, while delivering compliant, efficient recovery outcomes for clients.

Key Achievements & Responsibilities

- **Senior Disaster Operations Leadership:** Provides executive oversight for debris management operations across multiple states and hazard types
- **Regional & Multi-Event Management:** Served as Regional Manager or Senior Project Manager for up to 61 simultaneous activations during major hurricane events
- **Debris Operations Oversight:** Directed vegetative debris removal, hazardous tree operations, grinding, hauling, disposal, and marine debris cleanup
- **Client & Agency Coordination:** Works directly with municipal, county, state, and federal partners to align operations with FEMA Public Assistance requirements
- **Training & Preparedness:** Led debris management training for CrowderGulf clients and serves as consultant for debris management plan development
- **Emergency Management Expertise:** Applies prior experience as Emergency Management Chief of Operations and Planning to disaster response execution

Representative Project Portfolio

- **Hurricane Idalia & Tornadoes (2023):** Provided senior leadership oversight and direction for debris response operations across multiple impacted jurisdictions
- **Hurricanes Ian & Nicole (2022):** Oversaw comprehensive debris removal, reduction, and disposal operations across Florida
- **Hurricanes Ida & Nicholas (2021):** Oversaw debris operations and municipal coordination for high-impact storm events
- **Hurricanes Laura, Sally, Delta, & Zeta (2020):** Provided oversight and direction of multi-jurisdictional debris operations for impacted municipalities across four states
- **Hurricane Florence (2018):** Served as Regional Manager for all county and municipal activations throughout North and South Carolina.
- **Hurricane Irma (2017):** Served as Regional Manager for 61 simultaneous activations across Florida

(Selected major activations; full list available upon request)

Jeff Zemlik

Health & Safety Manager

Core Competencies

- Disaster Debris Operations Safety Management
- Health, Environmental, & Marine Safety
- OSAH & Regulatory Compliance
- Hazard Analysis & Job Safety Analysis
- Incident Investigation & Case Management
- Safety Program Development & Implementation
- Employee Training & HAZWOPER Instruction
- Permit Oversight & Compliance

Education & Certifications

- Bachelor of Arts, Occupational Health & Safety, Columbia Southern University
- Associate's Degree, Organizational Management, Indian River State College
- National Incident Management System - Multiple ICS certifications
- 40-Hour HAZWOPER Certificate & Instructor
- SONS & TWIC Certified

Professional Overview

Jeff Zemlik is a highly experienced Health & Safety Manager with extensive expertise in disaster debris operations, environmental safety, and marine operations. Since joining CrowderGulf in 2010, he has developed, implemented, and overseen comprehensive safety programs for debris removal, reduction, hauling, and disposal projects across multiple states.

Mr. Zemlik has managed safety operations for hundreds of field personnel during major hurricanes, tornadoes, flooding events, and large-scale environmental responses, including oil spill recovery and marine debris removal. He is skilled in regulatory compliance, incident investigation, hazard analysis, and employee training, ensuring zero OSHA recordable incidents across numerous high-risk projects. He also serves as an adjunct HAZWOPER instructor, providing hands-on safety training to over 240 employees.

Key Achievements & Responsibilities

- **Operational Safety Leadership:** Directs health and safety for all debris operations, managing up to 16 safety observers and monitoring field crews across multiple states
- **Program Development & Implementation:** Designs and enforces project-specific safety plans, procedures, and policies, including permits, hot-work protocols, lockout/tagout, and ground disturbance programs
- **Incident Management:** Leads thorough incident investigations and aggressive case management to prevent recurrence and ensure compliance with federal, state, and local regulations
- **Training & Mentorship:** Conducts daily safety briefings and provides structured training programs, including HAZWOPER certification and Job Safety Analysis (JSA) oversight
- **Documentation & Compliance:** Maintains all safety records, JSA documentation, and regulatory files, ensuring proper electronic and physical preservation for audits and inspections
- **Client Coordination:** Collaborates with municipal clients, subcontractors, and federal agencies to align safety programs with operational requirements and regulatory standards

Representative Project Portfolio

- **Hurricane Idalia (2023):** Oversaw safety for four activated debris contracts, managing crews and monitoring compliance across impacted jurisdictions
- **Miscellaneous Ice Storms & Tornadoes (2023):** Directed safety operations for eleven activated contracts following tornadoes and severe storms
- **Hurricanes Ian & Nicole (2022):** Monitored field safety for thirty-five activations, including debris collection, hauling, and reduction operations
- **Hurricane Ida & Nicolas; Severe Flooding & Tornadoes (2021):** Supervised safety operations for twenty-four activated contracts, ensuring zero OSHA recordable incidents
- **Hurricanes Laura, Sally, & Zeta (2020)**: Directed safety programs across twenty-eight activations and coordinated 27, 37, and 9 DMS sites

(Selected major activations; full list available upon request)

Jesus Carretie

Program Manager

Core Competencies

- Disaster Recovery Operations & Program Management
- FEMA Public Assistance & Compliance
- Debris Removal Oversight & Data Management
- Contract Administration & Financial Controls
- Client, Contractor & Agency Coordination
- Quality Assurance & Operational Readiness
- Automated Debris Management Systems (ADMS)
- Bilingual Communication (English/Spanish)

Education & Certifications

- Associate of Arts/Bachelor of Arts Candidate, Accounting & Real Estate, Florida State University
- National Incident Management System: Multiple ICS certifications

Professional Overview

Jesus Carretie is an accomplished Program Manager with more than a decade of experience leading large-scale disaster recovery and debris management operations across the United States. He has overseen complex response efforts for hurricanes, floods, tornadoes, and wildfires, providing strategic direction from field mobilization through project closeout. His expertise spans data management, financial oversight, and client relations, with a proven record of managing multimillion-cubic-yard debris programs efficiently and in full compliance with FEMA and state requirements.

Mr. Carretie is known for his collaborative leadership and ability to coordinate seamlessly with federal, state, and local agencies to ensure transparent, accountable, and timely disaster recovery operations. Bilingual in English and Spanish and highly proficient in Automated Debris Management Systems (ADMS), he brings a balance of technical expertise and people-centered leadership that consistently drives successful outcomes for CrowderGulf clients and communities nationwide.

Key Achievements & Responsibilities

- **Program & Project Leadership:** Leads multi-state recovery operations for hurricanes, floods, tornadoes, and wildfires, providing strategic oversight of personnel, logistics, and project execution from mobilization through completion
- **Operational & Financial Management:** Oversees quality control, invoicing, and data management for FEMA-funded debris programs exceeding tens of millions in value, ensuring accuracy, transparency, and audit readiness
- **Client & Partner Coordination:** Serves as primary liaison for Florida-based and national clients, maintaining strong relationships with government officials, monitoring firms, and subcontractors to ensure seamless communication and contract performance
- **Continuous Improvement & Innovation:** Implements process improvements, reporting tools, and best practices to strengthen accountability, enhance efficiency, and accelerate program delivery across all recovery operations

Representative Project Portfolio

- **2023 Hurricanes and Tornados:** Directed hurricane debris removal operations across multiple Florida and Georgia counties through four activations; managed 11 additional activations nationwide, including Arkansas, Florida, North Carolina, Texas, and Virginia
- **Hurricane Ian (2022):** Led data management, invoicing, proposal writing, project management, and client relations teams with a focus on Florida operations
- **Hurricane Michael (2020):** Managed FEMA Public Assistance Category A debris projects totaling more than $200 million for Bay County, FL
- **Oregon Wildfires (2020):** Served as Branch Director for the Oregon Department of Transportation's wildfire recovery mission, managing HR, invoicing, and data systems for removal of 100,000 hazardous trees and 76,000 cubic yards of debris
- **Hurricane Irma (2017-2020):** Managed data and financial documentation for 23 Hurricane Irma debris removal contracts in Florida, tracking over 10 million cubic yards of debris and 200,000 hazardous trees/limbs; oversaw data management, reporting, and performance tracking for the Florida Department of Economic Opportunity's Rebuild Florida CDBG-DR program

(Selected major activations; full list available upon request)

Curt Johnson

Senior Project Manager

Core Competencies

- FEMA Public Assistance Compliance
- Debris Monitoring & Removal Operations
- Hazardous Tree & Special Waste Management
- Private Property Debris Removal (PPDR)
- Right-of-Entry (ROE) Programs
- QA/QC & Audit Readiness
- Environmental & Historic Preservation Coordination
- Team Leadership & Contractor Oversight
- Multi-Jurisdictional Project Management
- Safety & Operational Risk Management

Certifications

- OSHA 40-Hour HAZWOPER
- Certified HACCP Manager
- TWIC Card Holder
- National Incident Management System: Multiple ICS certifications

Professional Overview

Curt Johnson is a senior emergency management professional with more than 20 years of leadership experience and over 13 years specializing in FEMA-funded debris monitoring and removal operations. He has served in senior leadership roles including Senior Project Manager, Senior Regional Manager, Senior Debris Specialist, and Subject Matter Expert on large-scale disaster recovery projects across multiple states and U.S. territories.

Throughout his career, Mr. Johnson has overseen high-value debris operations supporting more than $206 million in federal reimbursements, managing complex Cat A projects involving vegetative debris, construction and demolition debris, hazardous trees, PPDR, and special waste streams. His background includes extensive experience in QA/QC oversight, regulatory compliance, environmental and historic preservation coordination, and large-team leadership. Prior to entering emergency management, Curt served honorably in the United States Coast Guard, bringing a disciplined, mission-focused approach to disaster response operations.

Key Achievements & Responsibilities

- **Disaster Operations Leadership:** Serves as Senior Project Manager and Regional Manager for large-scale FEMA debris monitoring and removal projects
- **Debris Volume Oversight:** Directed removal and reduction of 10+ million cubic yards of vegetative and C&D debris and 700,000+ hazardous trees and limbs
- **FEMA Compliance & QA/QC:** Implements QA/QC programs to ensure documentation accuracy, eligibility, and audit readiness
- **PPDR & ROE Management:** Oversees Private Property Debris Removal programs and Right-of-Entry execution involving thousands of parcels
- **Team & Resource Management:** Leads and mentors large, multi-disciplinary teams of up to 250+ staff across simultaneous activations
- **Specialized Debris Projects:** Manages environmentally sensitive and historic preservation debris operations requiring interagency coordination

Representative Project Portfolio

- **Hurricane Milton (2024):** Led debris removal across eastern Orange County, FL, managing 25,661 CY of vegetative and C&D debris from ROWs, parks, and county properties
- **Hurricane Idalia (2023):** Served as the Senior PM/Regional Manager in Taylor County, FL, overseeing removal of 22,568 CY of debris, 318 hazardous trees, and 979 limbs; managed 35 staff and $792K Cat A costs
- **Hurricane Ian (2022):** Directed debris operations in Sanford, FL, totaling 44,646 CY, managing 64 staff and $674K Cat A costs
- **Hurricane Ida (2021):** Managed removal of 41,000+ CY of debris and special waste from levees for the Southeast Louisiana Flood Protection Authority; supported SOW development and led 41 staff on a $3.37M Cat A project
- **Hurricane Isaias (2020):** Served as Senior PM for debris operations exceeding 1.5 million CY, managing 70–80 staff and Cat A costs exceeding $5.3M
- **Hurricane Florence (2018-2019):** Led debris monitoring for multiple jurisdictions in North Carolina, overseeing 1.6M+ CY of debris and 7,500+ hazardous trees, with Cat A costs over $13.3M

(Selected major activations; full list available upon request)

CROWDER GULF

Rich Holiday
Project Manager

Core Competencies

- Disaster Debris Operations Management
- Strategic Planning & Logistics Coordination
- Field Team Leadership & Workforce Integration
- Safety, Compliance, & Environmental Oversight
- Interagency & Client Relations
- Advanced Mapping & GIS Integration
- Quality Assurance & Operational Efficiency
- Multi-Project Management Across Diverse Regions
- Risk Assessment & Emergency Response Planning

Certifications

- OSHA 30-Hour Certification
- National Incident Management System: Multiple ICS certifications

Professional Overview

Rich Holiday is a results-driven Project Manager with over 10 years of leadership in disaster recovery and debris operations across the United States. He excels at managing complex, large-scale projects under challenging conditions, integrating logistics, field operations, and client coordination to deliver efficient and compliant outcomes. Known for combining technical expertise with strategic oversight, Mr. Holiday consistently improves operational processes and maximizes team performance.

He has extensive experience coordinating municipal, state, and federal responses, including FEMA and FDEM missions, across diverse disaster types such as hurricanes, wildfires, floods, and oil spill recovery. Mr. Holiday's approach prioritizes safety, environmental stewardship, and client satisfaction, while implementing innovative field solutions and mapping technology to enhance efficiency and reporting.

Key Achievements & Responsibilities

- **Project Leadership:** Directed large-scale debris management operations across multiple states, overseeing logistics, safety, and field performance for multimillion-cubic-yard recovery missions
- **Operational Oversight:** Supervised more than 50 subcontractors and hundreds of personnel to ensure efficient debris removal, compliance, and schedule adherence under high-pressure disaster conditions
- **Client & Interagency Coordination:** Served as primary liaison with municipal, state, and federal partners to ensure transparency, client satisfaction, and alignment with FEMA and USACE requirements
- **Safety & Compliance:** Enforced strict safety and environmental protection standards across all job sites, achieving zero-incident operations in high-risk recovery environments
- **Process Innovation:** Integrated GIS and digital mapping tools to enhance operational efficiency, situational awareness, and performance reporting in disaster recovery projects

Representative Project Portfolio

- **Hurricane Ian (2022–2024):** Managed large-scale right-of-way debris operations in Lee County, FL, removing over 6.3 million cubic yards, overseeing 50+ subcontractors and multiple municipal and state-led missions
- **Hurricane Ida (2021):** Led waterway debris removal operations in Lafayette, LA, ensuring environmental compliance and efficient recovery efforts
- **Camp Fire Wildfire (2018):** Supervised wildfire debris removal and disposal in Paradise, CA, maintaining strict environmental and safety standards
- **Hurricane Michael (2018):** Directed countywide debris collection and disposal operations in Bay County, FL, optimizing safety and logistics performance
- **Hurricane Florence (2018):** Coordinated flood-related debris operations in Brunswick & Pender Counties, NC, ensuring compliance with FEMA and local regulations

(Selected major activations; full list available upon request)

Brandon Remley
Project Manager

Core Competencies

- Disaster Debris Removal Operations
- Waterway & Marine Debris Management
- FEMA Public Assistance & Compliance
- DMS Operations
- Municipal & County Project Coordination
- Safety & Regulatory Compliance
- Production Tracking & Reporting
- Contractor & Crew Coordination

Certifications

- HAZWOPER Certified
- Respirator Fit Test
- H_2S Safety Certified
- SafeLand Certified

Professional Overview

Brandon Remley is an experienced Project Manager with a strong background in large-scale disaster debris operations, waterway restoration, and municipal recovery projects. Since joining CrowderGulf in 2022, he has supported and led complex city and county-led debris removal efforts across multiple states, managing high-volume operations following major hurricane events.

Mr. Remley's experience spans FEMA-funded waterway debris removal, private property debris removal (PPDR), debris management site (DMS) oversight, and multi-jurisdictional coordination. Prior to disaster recovery, he built a strong operational foundation in the energy sector, managing production and midstream facilities with a focus on safety, compliance, and equipment reliability.

Key Achievements & Responsibilities

- **Disaster Operations Management:** Manages municipal debris removal and waterway restoration operations following major hurricane events, ensuring compliance with FEMA and state requirements
- **Waterway Debris Removal:** Supports and leads large-scale river, bayou, and drainage system cleanups, restoring natural flow and protecting critical infrastructure
- **Volume & Site Oversight:** Oversees debris management sites (DMS) and monitors debris reduction, hauling, and disposal activities across multiple jurisdictions
- **Interagency Coordination:** Works closely with municipal clients, contractors, and regulatory agencies to align field operations with project objectives and compliance standards.
- **Operational Reporting:** Tracks production metrics, debris quantities, and site performance to support documentation, invoicing, and reimbursement processes
- **Safety & Compliance:** Applies industry safety standards and certifications to maintain safe work environments across active field operations

Representative Project Portfolio

- **Hurricane Laura Recovery (2022):** Supported FEMA's largest waterway debris removal project to date, clearing over 900 miles of bayous, canals, and drainage laterals, and assisting with PPDR operations on more than 350 private properties in Calcasieu Parish, LA
- **Hurricane Beryl (2024):** Assisted in managing debris removal operations in Montgomery County, TX, totaling over 1.3 million cubic yards of storm debris
- **Hurricanes Helene & Milton (2024):** Served as Project Manager in Tarpon Springs and Oldsmar, FL, overseeing debris removal operations totaling over 200,000 cubic yards across municipal rights-of-way. Managed debris removal from more than 250 retention ponds in Hillsborough County, FL, totaling 65,000 cubic yards, supporting flood mitigation and infrastructure protection.
- **Hurricane Helene Recovery (2024):** Served as Project Manager in Cleveland County, NC, overseeing DMS operations and large-scale waterway debris removal from over 60 miles of rivers and creeks

(Selected major activations; full list available upon request)

CROWDER GULF

Core Competencies

- Federal Emergency Management Leadership
- Disaster Response & Recovery Operations
- Interagency Coordination & Policy Implementation
- Strategic Program Development & Oversight
- FEMA Compliance & Technical Assistance
- Risk Assessment & Hazard Mitigation
- Public Safety & Infrastructure Resilience
- Crisis Management & Emergency Preparedness
- Client & Government Relations

Education & Certifications

- Master of Public Health Administration, Tulane University
- Bachelor of Education, University of Arkansas
- National Incident Management System: Multiple ICS certifications

Gary Jones
FEMA Specialist

Professional Overview

Gary Jones is an accomplished emergency management executive with over 40 years of experience leading large-scale federal response and recovery operations across the United States. He brings exceptional expertise in policy implementation, interagency coordination, and disaster program management, developed over 28 years with the Federal Emergency Management Agency (FEMA). Mr. Jones served as Deputy Regional Director for FEMA Region VI, providing strategic oversight for hundreds of federally declared disasters across Arkansas, Louisiana, New Mexico, Oklahoma, and Texas.

As a Presidentially-appointed Federal Coordinating Officer, he directed national-level operations for Hurricanes Katrina, Rita, and Georges, delivering coordinated response and recovery across multiple jurisdictions. He is recognized for strong leadership under pressure, cross-sector collaboration, and commitment to improving disaster readiness, resilience and operational excellence at every level of government.

Key Achievements & Responsibilities

- **Executive Disaster Oversight:** Directed large-scale FEMA disaster response and recovery operations across Region VI, managing resources and personnel for more than 300 federally declared disasters
- **Policy Development & Implementation:** Led the creation and execution of national preparedness programs for radiological, chemical, and natural hazard events
- **Client & Partner Engagement:** Cultivated and leveraged intergovernmental relationships to streamline disaster communication, coordination, and response efficiency
- **Public Health & Emergency Services Leadership:** Directed statewide EMS operations and professional certification programs in Arkansas, improving healthcare access and emergency response capabilities
- **Advisory & Technical Expertise:** Provided FEMA technical assistance and policy guidance to public-sector clients and private disaster response teams to ensure compliance and effective recovery

Representative Project Portfolio

- **Hurricanes Katrina, Rita & Georges:** Served as FEMA Federal Coordinating Officer, leading interagency recovery operations across multiple states
- **Hurricane Andrew:** Directed multi-state federal response and recovery coordination
- **Oklahoma City Bombing:** Led FEMA Region VI's response coordination and recovery support
- **Columbia Space Shuttle Disaster:** Oversaw federal coordination and debris recovery operations
- **Tropical Storm Allison:** Managed regional flood recovery and mitigation efforts

(Selected major activations; full list available upon request)

Amber Ramsay
Director of Marketing

Core Competencies

- Disaster Recovery Communications & Public Relations
- Emergency Operations Planning & Coordination
- Strategic Marketing & Outreach
- Client Engagement & Liaison Management
- Training & Education for Clients & Field Teams
- Media & Community Information Management
- Program Development & Client Support
- Crisis Communication & Rapid Response
- Cross-Functional Team Leadership

Education & Certifications

- Bachelor of Science, Auburn University
- National Incident Management System: Multiple ICS certifications

Professional Overview

Amber Ramsay is an accomplished marketing and communications professional with over 25 years of experience supporting disaster recovery operations and strategic client engagement. She leverages her expertise in community relations, media management, and emergency planning to ensure clear communication between field operations, federal and local agencies, and the public. Ms. Ramsay excels at developing proactive strategies to improve outreach, client satisfaction, and program effectiveness in high-pressure disaster environments.

She is highly skilled in coordinating multi-state disaster response efforts, preparing and managing media communications, and providing technical guidance on FEMA eligibility and public assistance programs. Ms. Ramsay has a proven ability to build strong partnerships with government officials, community leaders, and operational teams, and to represent organizational interests at national and regional conferences.

Key Achievements & Responsibilities

- **Community & Client Engagement:** Served as the primary liaison between CrowderGulf, USACE, elected officials, and clients, ensuring consistent communication and understanding of project scope and FEMA requirements
- **Media & Public Relations Management:** Coordinated press releases, media briefings, and public communications related to debris operations, enhancing transparency and community trust
- **Debris Program Oversight:** Managed CrowderGulf's Community Debris Hotline and Damage Claim Program, ensuring timely response to public inquiries and issues
- **Training & Education:** Conducted annual training sessions for clients and project managers on disaster debris management procedures and FEMA eligibility, increasing operational efficiency
- **Professional Representation:** Represented CrowderGulf at state, regional, and national conferences and seminars, promoting best practices and organizational expertise in disaster recovery

Representative Project Portfolio

- **Hurricane Idalia (2023):** Oversaw communications and public engagement for four activations, providing timely updates to communities and local officials
- **Miscellaneous Storms & Tornadoes (2023):** Managed information flow across 11 activations, supporting multi-state debris removal operations
- **Hurricane Ian (2022):** Directed media and community relations for 35 activations, ensuring clarity in FEMA eligibility and debris removal procedures
- **Hurricane Nicole (2022):** Managed communications for three activations, maintaining consistent public messaging and operational transparency
- **Hurricane Irma (2017):** Directed media and community relations across 61 activations, supporting large-scale debris removal operations.
- **Hurricane Harvey (2017):** Coordinated communications for 26 activations, maintaining consistent messaging to federal, state, and local agencies.

(Selected major activations; full list available upon request)

CROWDER GULF

Core Competencies

- Disaster Documentation & Record-Keeping
- Data Analysis & Reporting
- Invoice Reconciliation & Accounts Receivable
- Client Coordination & Communication
- Database Design & Management
- FEMA Compliance & Audit Support
- Proposal Support & Historical Data Presentation
- Multi-Event Project Oversight

Education & Certifications

- Associate's Degree, Electronics & Computer Engineering Technology Remington College
- Coursework, University of Southern Mississippi
- Coursework, Faulkner State Community College
- National Incident Management System - Multiple ICS certifications

Gina Walley

Documentation Specialist

Professional Overview

Gina Walley is a seasoned Documentation and Data Management Specialist with nearly two decades of experience supporting large-scale disaster recovery operations. She brings expertise in invoice reconciliation, data capture and analysis, database development, and historical project documentation to ensure accurate reporting, compliance, and effective client communication.

Ms. Walley has played a critical role in streamlining project documentation, supporting FEMA audits, and providing actionable insights for pre- and post-event recovery projects across multiple states and hazard types.

Key Achievements & Responsibilities

- **Documentation Management:** Ensures accurate and sufficient records of work completed, supporting client reporting and historical project tracking
- **Data Analysis & Audit Support:** Reviews and validates project data, prepares charts and tables for proposals, and assists clients with audits and investigations
- **Invoice & Accounts Receivable Management:** Prepares accurate invoices based on contract requirements, reconciles data, and maintains client satisfaction through timely reporting
- **Database Development & Management:** Designs and maintains client-specific databases to capture project data efficiently and support invoicing, reporting, and FEMA compliance
- **Client & Interagency Coordination:** Serves as a primary point of contact for client inquiries, reconciles discrepancies, and ensures documentation aligns with contractual and regulatory requirements
- **Project Reporting & Historical Data Support:** Creates visualizations, reports, and summaries from past projects to support proposals, performance reviews, and operational planning

Representative Project Portfolio

- **Hurricane Idalia (2023):** Managed documentation and data reconciliation for multi-jurisdictional debris operations for six activations in Florida and Georgia
- **Texas and Arkansas Tornadoes (2023):** Oversaw invoice generation and database management to support rapid response operations for three separate, concurrent activations
- **Hurricanes Ian & Nicole (2022):** Led comprehensive data and invoice management for 38 concurrent and overlapping activations across Florida
- **Kentucky Tornadoes (2021):** Provided accurate project documentation, invoice reconciliation, and database oversight
- **Hurricane Nicholas (2021):** Directed reconciliation of invoices and management of client-specific databases throughout the Gulf Coast for seven concurrent activations
- **Hurricane Ida (2021):** Ensured accurate records, reporting, and compliance with FEMA and municipal requirements for four activations in two states
- **Hurricanes Zeta, Delta, Sally & Laura (2020):** Managed invoices and databases for multiple disaster response and debris removal operations across five states

(Selected major activations; full list available upon request)

Jenny Todd Weaver

Subcontract Manager

Core Competencies

- Subcontractor Management & Oversight
- Minority & Disadvantaged Business Engagement (S/WMBE)
- Contract Administration & RFP Preparation
- Invoicing, Reconciliation, & Accounts Oversight
- FEMA Compliance & Audit Support
- Data Management & Tracking
- Multi-Event Activation Coordination

Education & Certifications

- Bachelor of Science, Marketing, University of Alabama
- Associate's degree, General Studies Faulkner State Community College
- National Incident Management System - Multiple ICS certifications
- First Aid/CPR

Professional Overview

Jenny Todd Weaver is a highly experienced Subcontract Manager with 18 years supporting large-scale disaster recovery operations, specializing in subcontractor management, minority and disadvantaged business engagement, and contract compliance. She brings extensive expertise in RFP preparation, subcontract execution, database management, and multi-event activation coordination.

Ms. Weaver has successfully overseen hundreds of subcontractors across complex debris operations, ensuring compliance with federal and state regulations while maintaining client satisfaction during high-volume disaster responses. She has consistently demonstrated the ability to streamline subcontractor processes, improve operational efficiency, and maintain accurate documentation for FEMA auditing and municipal reporting. Her strategic approach to subcontractor engagement ensures that projects meet both budgetary and timeline goals while fostering strong relationships with local contractors and community.

Key Achievements & Responsibilities

- **Subcontract Management:** Executes subcontractor activations, oversees insurance and compliance requirements, and manages subcontractor reconciliation
- **S/WMBE Engagement:** Develops and implements company Small, Minority, and Women-Owned Business utilization plans and solicits local subcontractors to meet client goals
- **Contract Administration & Proposal Support:** Assists in RFP preparation, organizes proposals, and reviews contracts to ensure adherence to scope, pricing, and regulatory requirements
- **Data Management & Analysis:** Maintains and analyzes debris area databases, organizes field certifications, and reconciles subcontractor invoices with municipalities
- **Audit & Documentation Support:** Investigates discrepancies, prepares final reconciliations, and ensures accurate documentation for invoicing and FEMA compliance
- **Client & SCoordination:** Serves as primary point of contact for subcontractors and municipal clients, facilitating timely communication and issue resolution

Representative Project Portfolio

- **Hurricane Idalia (2023):** Managed subcontractor activations and compliance for multi-jurisdictional debris operations in Florida and Georgia
- **Texas and Arkansas Tornadoes (2023):** Directed subcontractor oversight and invoice reconciliation during severe storm response for three concurrent activations
- **Hurricanes Ian & Nicole (2022):** Oversaw large-scale subcontractor deployment, documentation, and compliance tracking for 38 concurrent and overlapping activations
- **Kentucky Tornadoes (2021):** Coordinated subcontractor crews and reconciled project data for FEMA compliance
- **Hurricane Nicholas (2021):** Managed subcontractor engagement and documentation for multiple county debris operations in Texas
- **Hurricane Ida (2021):** Directed subcontractor operations and ensured alignment with municipal and federal requirements in Mississippi and Louisiana
- **Hurricanes Zeta, Delta, Sally & Laura (2020):** Managed diverse subcontractor teams and project documentation across multiple disaster events
- **Hurricanes Michael & Florence (2018-2020):** Oversaw subcontractor activations and compliance for over 80 disaster operations in Florida and Georgia

(Selected major activations; full list available upon request)

Understanding of Governmental Programs

CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and FEMA trained Debris Specialists. Numerous certifications are held by all our key management staff as well as our field operations staff. This wealth of knowledge is used to assist our clients in complying with FEMA guidelines and completing all paperwork that they may be called upon to provide FEMA, FHWA or the Office of Inspector General. Our staff is well-versed in the Code of Federal Regulations (44 CFR), FEMA's Public Assistance Program and Policy Guide (incorporating Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327). Today, the staff holds numerous FEMA course certifications and several OSHA Health & Safety and Hazardous Materials certifications. CrowderGulf employees are required to attend State and National conferences and training classes for continuing education credits and certification maintenance on a yearly basis.

Additional Courses that are relevant to Debris Management that are held by staff members include the following:

Course No.	Course Name	Course No.	Course Name
IS 1	Emergency Program Mgr.	IS-2	Emergency Preparedness in the USA
IS-5	Intro to Hazardous Materials	IS-10/11	Animals in Disaster
IS-26	Guide to Points of Distribution	IS-27	Orientation to FEMA logistics
IS-30/31	Mitigation e-Grants training	IS-30/31	Mitigation e-Grants training
IS-35.10	FEMA Ethics	IS-45.11	FEMA Safety Orientation
IS-55	Household Hazardous Materials	IS-75	FEMA Military Resources and EMA
IS 100	Intro to ICS	IS-111	Livestock in Disaster
IS-111	Livestock in Disaster	IS-101/102	Deployment Basics
IS-120	Introduction to exercises	IS-139	Exercise Design
IS 200	ICS for single resources & Initial Action Incidents	G-202	Debris Management
K-202	Debris MGT Planning Course for State Tribal / locals	IS-208	State Disaster Management
IS-230	Principals of Emergency Management	IS-235	Emergency Planning
IS-240	Leadership & Influence	IS-242	Effective Communications
IS-241	Decision Making and Problem Solving	IS-250	Emergency Support Functions
IS-250	Emergency Support Functions	IS-253b	Overview of FEMA'S Environmental and Historic Preservation Review
E-257	State Director's Training	IS-288	Role of Vol. Agencies in Emer. Mgt.
L-269	Managing FEMA Staff on Disaster Ops.	L-292	Disaster Field Operations Mgt.
IS-300	Intermediate ICS	IS-317	Intro to Community Emergency Response Teams
IS-324a	Community Hurricane Preparedness	IS- 363	Hurricane Readiness
G-363	Hurricane Readiness	L-382	Public Assistance Coordinator (PAC) Crew Leader
G-385	Disaster Response and Recovery Operations	IS-393	Intro. Hazard Mitigation
IS-403	Individual Assistance	IS 400	Advanced ICS
L-545	Basic Human Resources for Disaster Supv.	L-449	ICS Incident Command Train the Trainer
IS-552	The Public Works Role in Emergency Management	IS-546	Continuity of Operations Planning (COOP)
IS-631	Public Assistance Operations	IS-630	Intro to Public Assistance Process
IS-633	Debris Management Plan Development	IS-632	Intro to Debris Ops in FEMA's PA Program
E-684	Integrating Science into Em. Mgt. Policies & Dec.	L-680	Emergency Management – A Leadership Challenge

Course No.	Course Name	Course No.	Course Name
NIMs 702	NIMS Public Information System	NIMS 700/701a	Multi Agency Coordination System (MAC)
NIMS 703	NIMS Resource Management	NIMS 800a	National Response Plan
IS-810	Oil and Hazardous Materials Response	IS 803	Emergency Support Functions PW
FEMA	Executive Academy Graduate Course	OSHA	HazWoper Training
FEMA	State Director's Training	FEMA	EMI Professional Development Series
	Side Scan Sonar Systems Introduction and Side Scan Sonar Systems Operators Course		Asbestos Contractor Supervisor
Q-534	Emergency Response to Terrorism		

IS-100 Intro to Incident Command Systems, and IS-200 ICS for Single Resources & Initial Action Incidents		
Ashley Ramsay-Naile	Donna Suters	Marion Banks
Amber Ramsay	Gary Jones	Mark Loper
Andrew Sprinkle	Gina Walley	Matt Tate
Barrett Holmes	Jenny Todd Weaver	Nadia Mohandessi
Barry Lund	Jeff Zemlik	Nick Pratt
Barton Holmes	Jesus Carretie	Reid Loper
Betsey Holmes	Joe Hayes	Ronald Thorson
Bill Doran	John Campbell	Sarah Melton
Buddy Young	Kerrie Noll	Valerie Gonzalez
Charles Clark	Leigh Anne Ryals	Vance DeHart
Clayton Young	Lisa Baldwin	Valerie Gonzalez
Desiree Matlack	Marcus Lund	Wilber Ledet
Don Madio	Margaret Wright	
IS-230 Principles of Emergency Management		
Bill Doran	Joe Hayes	Leigh Anne Ryals
Nadia Mohandessi		
IS-235 Emergency Planning		
Barry Lund	Barton Holmes	Bill Doran
Joe Hayes	Leigh Ann Ryals	Nadia Mohandessi
IS-242 Effective Communication		
Barry Lund	Leigh Ann Ryals	Reid Loper
Barton Holmes	Mike Moulder	
Bill Doran	Nadia Mohandessi	
IS-253b Overview of FEMA's Environmental and Historic Preservation Review		
Barton Holmes		
IS-300 Intermediate ICS, and IS-400 Advanced ICS Command & General Staff IS-300 and IS-400 Instructors: Leigh Ann Ryals, John Campbell		
Bill Doran	Reid Loper	Jeff Zemlik
Valerie Gonzalez	Nadia Mohandessi	
IS-632 Intro to Debris Operations in FEMA's Public Assistance Program		
Barry Lund	Jesus Carretie	Reid Loper
Barton Holmes	Leigh Anne Ryals	Sarah Melton
Donna Suters	Matt Tate	Nadia Mohandessi
IS-700 Intro to NIMS and IS 800 – Intro to National Response Framework		

Course No.	Course Name	Course No.	Course Name
Ashley Ramsay-Naile	Don Madio		Lisa Baldwin
Donna Suters	Margaret Wright		Amber Ramsay
Andrew Sprinkle	Barrett Holmes		Barry Lund
Barton Holmes	Bill Doran		Buddy Young
Charles Clark	Clayton Young		Desiree Matlack
Gary Jones	Gina Walley		Jenny Todd Weaver
Jeff Zemlik	Jesus Carretie		Joe Hayes
John Campbell	Kerrie Noll		Leigh Anne Ryals
Marian Banks	Mark Loper		Matt Tate
Nick Pratt	Reid Loper		Ronald Thorson
Sarah Melton	Valerie Gonzalez		Vance DeHart
Wes Naile	Wilber Ledet		Nadia Mohandessi
OSHA 30-Hour – Construction			
Andrew Sprinkle	Barret Holmes		Buddy Young
Charles Clark	Clayton Young		Eric Hall
Jeff Zemlik	John Campbell		Lew Najor
Lisa Baldwin	Mark Loper		Mike Moulder
Nick Pratt	Ronald Thorson		Reid Loper
Vance DeHart	Wes Naile		Wilber Ledet
Joe Hayes			
Hazardous Waste and Emergency Response (HAZWOPER)			
Jason Zirlott	Jeff Zemlik		John Campbell
Nick Pratt	Reid Loper		Mark Loper
Wilber Ledet	Vance Dehart		
OSHA 10-Hour General Industry			
Jeff Zemlik	Lew Najor		Reid Loper
OSHA 500 Train-the-Trainer			
Jeff Zemlik			
Watershed Management Training			
Barry Lund	Brandi Snell		Clayton Young
Jeff Zemlik	Leigh Anne Ryals		Reid Loper
USACE Construction Quality Management			
Amber Ramsay	Andrew Sprinkle		Barrett Holmes
Barton Holmes	Barry Lund		Clayton Young
Don Madio	Jason Zirlott		Jeff Zemlik
John Campbell	Leigh Anne Ryals		Lew Najor
Margaret Wright	Nick Pratt		Reid Loper
Matt Tate	Nadia Mohandessi		
Transportation Worker's Identification Card (TWIC)			
Andrew Sprinkle	Barry Lund		Jeff Zemlik
Nick Pratt	Reid Loper		Wilber Ledet

First Aid/CPR		
Ashley Ramsay	Amber Ramsay	Andrew Sprinkle
Barrett Holmes	Barry Lund	Buddy Young
Charles Clark	Clayton Young	Desiree Matlack
Donna Suters	Eric Hall	Gary Jones
Gina Walley	Jeff Zemlik	Jenny Todd Weaver
John Campbell	Leigh Anne Ryals	Matt Tate
Margaret Wright	Mark Loper	Mike Moulder
Nick Pratt	Reid Loper	Ronald Thorson
Vance DeHart	Wes Naile	Wilber Ledet
Asbestos Supervisor; Certified Arborist; Utility Specialist; Tree Risk Assessment		
Jeff Zemlik		
Asbestos Inspectors		
Jeff Zemlik	Jim Frye	
Underground Utility and Excavation Certification		
Lew Najor		
Federal Aviation Administration Unmanned Aircraft General – Small UAG		
Barton Holmes		

Key Personnel Storm Chart

The chart below lists CrowderGulf's key personnel and the storms/activations since 2005. Additional information and resumes can be provided upon request.

Key Personnel Past Storm Experience	2005			2006		2008		2009		2010		2011			2012	2013	2014			2015	2016				2017			2018		2019	2020			2021					2022			2023			2024			
	Hurricane Katrina	Hurricane Rita	Hurricane Wilma	Ice Storm	TS Ernesto	Hurricane Gustav	Hurricane Ike	Ice Storm	TS Ida	BP Oil Spill	Hurricane Earl	Hurricane Irene	Tornado	Hurricane Isaac	Hurricane Sandy	TS Debbie	Blizzard Nemo	Ice Storm Pax	Ice Storm Ulysses	Severe Storms & Flooding	Ice Storm	TX Severe Storms	LA Severe Storms	Hurricane Hermine	Hurricane Matthew	Hurricane Harvey	Hurricane Irma	Hurricane Florence	Hurricane Michael	Texas Tornado	Hurricane Laura /	Hurricane Sally	Hurricane Ida	Hurricane Nicholas	Kentucky Tornado	Severe Storms & Flooding	Florida Tornado	Ice Storm	Hurricane Ian	Tornados – AR/NC/VA/TX	TX Ice Storms	Hurricane Idalia	Texas Tornado	Hurricane Beryl	Hurricane Helene	Hurricane Milton
Ashley Ramsay-Naile, President	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Nick Pratt, Dir. of Operations	✓		✓	✓			✓			✓		✓		✓	✓		✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Reid Loper, Senior Vice President										✓		✓		✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Raymond "Buddy" Young, Senior Director		✓	✓		✓		✓	✓		✓		✓	✓		✓		✓					✓		✓	✓	✓			✓	✓			✓							✓	✓	✓			✓	✓
John Campbell, Senior Director			✓				✓					✓	✓	✓	✓			✓		✓					✓		✓		✓											✓					✓	✓
Mate Tate, National Director *	×					×	×	×	×	×			×	×	×		×	×		×		×	×	×	×	×	×	×						×					×			×			×	×
Barrett Holmes, Regional Director																		✓		✓		✓	✓	✓	✓		✓	✓				✓	✓		✓				✓	✓	✓		✓			✓	✓
Bill Doran, Director	×	×				×	×			×				×								×				×	×		×			×		×						×	✓		✓			✓	✓
Don Madio, Regional Director **						×	×	×	×		×	×		×	×	×	×	×	×					×	×	✓	✓		✓			✓					✓		✓			✓			✓	✓
Leigh Anne Ryals, Regional Director	×					×	×		✓			✓		✓				✓				✓	✓	✓	✓	✓		✓	✓	✓		✓								✓	✓		✓		✓	✓	✓
Margaret Wright, Ph.D., Documentation Dir.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Clayton Young, Regional Manager												✓															✓	✓		✓	✓	✓	✓	✓	✓												
Valerie Gonzalez, Regional Manager																																								✓	✓	✓	✓	✓		
Drew Sprinkle, Regional Manager							✓			✓															✓	✓	✓	✓			✓	✓	✓						✓	✓		✓	✓	✓	✓	✓
Barton Holmes, Regional Manager																								✓	✓	✓	✓	✓				✓		✓	✓		✓	✓	✓	✓		✓			✓	✓
Wilber Ledet, Senior Project Manager							✓	✓		✓		✓	✓	✓	✓		✓	✓	✓	✓		✓	✓		✓	✓	✓	✓	✓	✓	✓		✓						✓	✓	✓	✓	✓	✓	✓	✓
Howard Turner, Project Manager			×									×													✓		✓	✓				✓	✓		✓				✓	✓			✓	✓	✓
Joe Hayes, Regional Manager																									✓	✓		✓		✓						✓		✓	✓		✓		✓	✓	✓
Matt Lucas, Project Manager																								✓	✓		✓	✓		✓		✓			✓			✓	✓		✓			✓		
Isam Brisco, Project Manager																											✓	✓	✓	✓	✓	✓		✓						✓		✓	✓	✓	✓	✓
Lew Najor, Project Manager																											✓	✓	✓	✓	✓	✓								✓				✓	✓	✓
Jesus Carretie, Program Manager																		✓	✓	×				×		×													✓	✓		✓			✓	✓
Jeff Zemlik, Safety Manager										✓		✓	✓	✓	✓		✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Jim Frye, Project Manager																				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Marian Banks, Project Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Brandon Remley, Project Manager																														✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Gary Jones, FEMA Specialist **														✓	✓		✓	✓	✓	✓		✓			✓	✓				✓									✓		✓			✓	✓
Wesley Naile, Contracts Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Amber Ramsay, Public & Com. Relations	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓					✓				✓			✓	✓	✓	✓	✓	✓	✓	✓										✓	✓	✓	✓			✓	✓
Gina Walley, Accounts Receivable Mgr.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓	✓	✓	✓	✓	✓	✓
Jenny Todd Weaver, Subcontracts Mgr.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

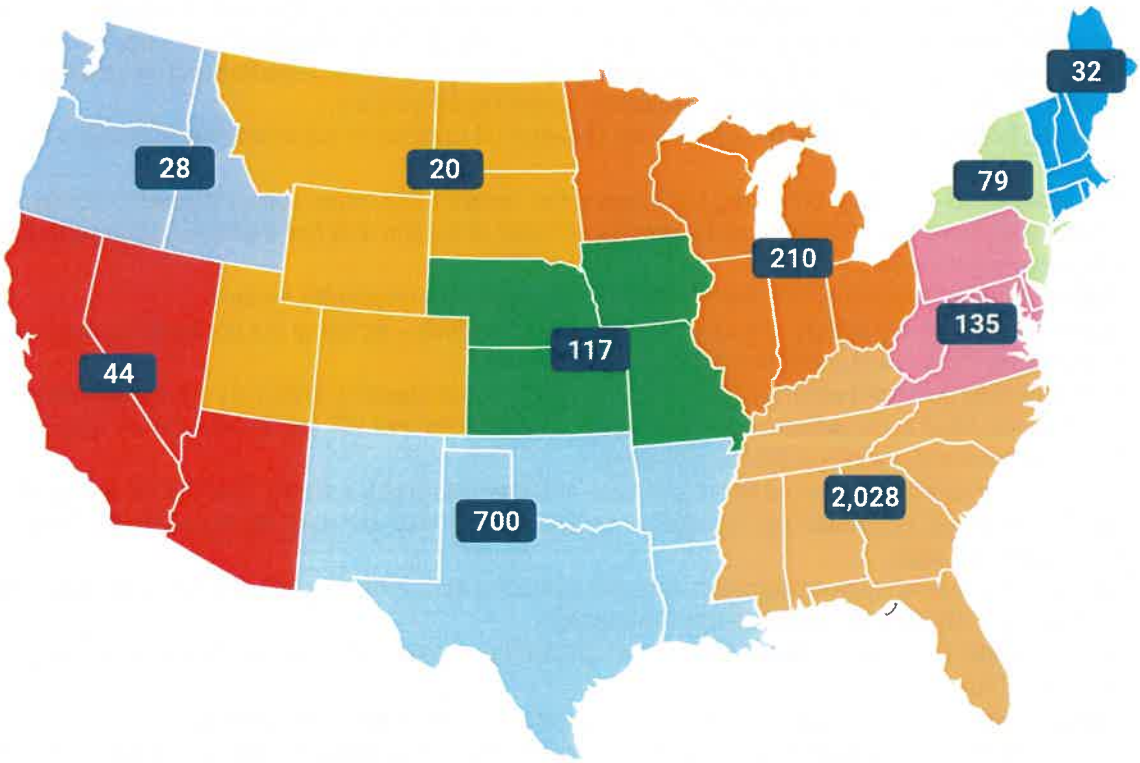
× *This denotes that these employees have additional experience with storms prior to 2005, FEMA, United States Army Corp. of Engineers, Emergency Management or other Companies.* *Mate Tate *also has extensive previous experience under the USACE with the following: California Wildfires 2017-2018, New Mexico Wildfires 2022, Hawaii Wildfires 2023, Guam Typhoon 2023, Tennessee Tornado Outbreak 2023, Puerto Rico Hurricane Maria 2017*

Subcontractors

It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in **compliance with 44 CFR 206.10.** Per Client compliance requirements under **44 CFR 13.36(e)**, CrowderGulf, as Prime Contractor, will take all affirmative steps required to assure that minority firms, women's business enterprises, and labor area surplus firms are used when possible.

CrowderGulf maintains a national subcontractor **database of over 3,200 pre-qualified subcontractors**, which allows us to identify companies by size, equipment and geographical location. Prospective subcontractors may visit our website, www.crowdergulf.com, to register or may fax information to the Disaster Administration Office for review. Due to CrowderGulf's reputation of always treating our subcontractors fairly and paying them on a weekly basis, we have a surplus of subcontractors throughout the nation ready to work at a moment's notice.

The graphic below gives a breakdown of the number and general region that we have registered subcontractors. The number changes periodically as new subcontractors register on our website. For several reasons this number grows after a major disaster.



Subcontracting Practices

It is the practice of CrowderGulf to subcontract debris work and services using the following guidance:

1. Subcontract to the maximum extent possible with local firms and small businesses. In addition, preference will be given to qualified local vendors for equipment rental and supplies sourced in the jurisdictional boundaries.
2. Promote the use of local contracting by tasking a senior manager to assure notification through local media and organizations.
3. Promote subcontracting only with assured compliance with equal opportunity hiring.
4. Provide all subcontractors with a clear chain of command for purposes of official and/or unofficial communications.
5. Accept, process and pay invoices of subcontractors in accordance with the CrowderGulf policy.
6. Provide priority subcontracting considerations to/for subcontractors that have provided quality work to CrowderGulf in past operations – consistent with the subcontracting policy.

7. CrowderGulf does not have a set-a-side percentage of subcontracted work for any classification of subcontractor, but will give special attention to small, disadvantaged firms and/or women-owned small business firms for contract work or services needed.
8. CrowderGulf is committed to promoting the use of small minority, disadvantaged firms and/or women-owned small business firms for contract work, whenever and wherever possible.
9. We currently maintain an active pre-qualified subcontractor database, tracking current certifications of local and regional D/M/W/SBE qualified subcontractors. Subcontractors can mail, fax, e-mail or log on to www.crowdergulf.com to submit their company information for review. If necessary, we will use additional outlets such as newspapers, publications, websites, etc.
10. As required by each awarded contract, CrowderGulf will meet or exceed the goals and expectations of the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all the requirements set forth by the Client.

Subcontracting Policy

It is standard policy that all subcontractors comply with all the contractual conditions and commitments of CrowderGulf. As such, all subcontractors shall agree to the following:

1. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
2. Read and formally acknowledge by signature the CrowderGulf Contract for subcontractors and Safety Manual as provided by CrowderGulf.
3. Provide satisfactory evidence of bonding and licensing that complies with contract and jurisdictional requirements.
4. Provide assurances that no current owner, principal or officer of the firm is or has ever been debarred by the state and/or federal government.
5. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
6. Give all notices and fully comply with all local, state and federal laws – including, but not limited to, social security, workers compensation and unemployment insurance, DOT, etc.
7. Begin work to be performed within two full working days after a subcontractor is notified of a subcontract award, unless otherwise stipulated in the subcontract arrangements. The subcontractor will pay for all materials, equipment and labor used in the performance of the subcontract(s).
8. In the event a subcontractor makes an untimely start, or is unable to supply sufficient skilled workmen, equipment or materials to satisfy the subcontract arrangements, CrowderGulf may terminate the employment/contract of the subcontractor for cause.
9. Take all reasonable safety precautions with respect to contracted work, complying with all safety, workplace standards and environmental measures as directed by CrowderGulf.
10. Furnish periodic progress reports on the work as directed by CrowderGulf, plus use the debris reporting system selected by CrowderGulf.
11. Provide CrowderGulf with progress payment billings (as agreed in the respective subcontracts).
12. Final payments to subcontractor(s) may be deferred pending receipt of contractual or statutory lien waivers, releases, closeout documents or other encumbrances.
13. Other stipulations may apply as may be required by unique local conditions.

Understanding Requirements

CrowderGulf takes several steps during the proposal preparation process to ensure local subcontractor participation as well as Minority/Women-owned Business Enterprises (M/WBE) utilization policies and 44 CFR 13.36(e) compliance are met. Understanding exactly what the Client is requesting during this initial proposal phase is key to implementation upon activation. To clearly define the expectations required we are taking several preliminary steps, which include:

- reviewing M/WBE policies and procedures to determine specific goals set by the Client,
- determining utilization breakdowns required,
- identifying all required certifications and/or M/WBE directories to be used for soliciting M/WBE firms, and
- any further breakdowns of percentage goals.

Once these steps are completed and we have a clear understanding of all requirements we continue with the following process:

Steps in the Process:

1. **Before Solicitation**: CrowderGulf compiles a list of local subcontractors from our Database of pre-qualified subs. These companies have either worked for CrowderGulf and are in good standing, have registered through our website, www.crowdergulf.com, or have been previously solicited by CrowderGulf. All subcontractors must meet the following requirements to be considered for prequalification:
   a. **Verification:** Through one or more of the following websites:
      - *The **System for Award Management** (SAM) is **a Federal Government owned and operated** free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. SAM is used to review all subcontractors' debarred status prior to approval as a prequalified subcontractor(https://www.sam.gov/)*
      - *SBA HUBZone Search-confirmation, (http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm)*
      - *Dun and Bradstreet, (https://sso.dnbi.com)*
   b. **E-Verify Enrollment:** Subcontractors must enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. For additional information regarding the Employment Eligibility Verification System (E-Verify) program, visit http://www.dhs.gov/E-Verify. It is the subcontractor's responsibility to familiarize themselves with all rules and regulations governing this program.
   c. **Insurance**: Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
2. **Directory Checks:** If specific directories are to be used, CrowderGulf will check the Client website for directory access or contact the M/WBE Office for a list of potential M/WBE firms to be utilized, then compare this list to our current list of local prequalified subcontractors to find possible matches.
3. **Initial Contact:** Contact is made with M/WBE firms that offer services similar to our scope of work. Initial contact is made by phone then followed by email, confirming the phone conversation.
4. **Correspondence:** Emailed and/or faxed correspondence provides MBE firms with specific details regarding the request, i.e., scope of work directly from the RFP documents, registration and requirements information, and specific deadlines for submitting these documents to the CrowderGulf M/WBE Subcontracts Manager.
5. **Documentation Review:** Should letters of intent from interested firms and further proof of M/WBE certifications be required by the Client, CrowderGulf will compile the received documentation and review for completeness.
6. **Inclusion in Proposal:** Only those firms that have met set deadlines and returned all requested documentations will be considered for inclusion in the final proposal to the Client as a responsive M/WBE Firm.
7. **Percentage Goals:** Should the appropriations assigned to the responsive M/WBE firms not meet the Client's percentage goal, firm percentages will be adjusted and executed by both parties upon mutual agreement.
8. **Notification**: Once the RFP evaluation process is complete and award notices are received, these M/WBE firms are notified of the results, and any additional documentation is requested to be kept in the Client's file.
9. **Annual Updates:** Current CrowderGulf client folders are updated yearly with current local pre-qualified subcontractors as well as M/WBE firm confirmations.
10. **Client Activation:** Upon Client activation, if any of the proposed local M/WBE firms are no longer able to fulfill assigned goals, CrowderGulf will identify other certified M/WBE firms to replace inactive M/WBE firms to maintain our proposed percentage goals. CrowderGulf will provide a detailed explanation as well as further commitments from other M/WBE certified subcontractors to perform scope of work in lieu of previously committed Subcontractors.

Reporting

With the nature of "Stand-By" event contracts being on an "as needed" basis, utilization/activation of the identified M/WBE firms will be based on CrowderGulf's activation by Client. Should the Client have yearly or quarterly reports to be submitted, CrowderGulf will file the needed reports upon request.

Good Faith Effort

As required by each awarded contract, CrowderGulf will meet or exceed the goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the County to maintain compliance with **44 CFR 13.36 (e) and FEMA Super Circular 2 C.F.R. Chapter 2, Part 200.**

Affirmative Steps Include:

1. Placing qualified small and minority businesses and women-owned business enterprises on solicitation lists.
2. Assuring that small and minority businesses, and women-owned 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-owned business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women-owned 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.

Subcontractor Oversight

In the past, CrowderGulf has mobilized over **400** subcontractors with as many as **5,000 people, 2,600 trucks, and 800 pieces of loading equipment**. To ensure the same Quality Control and efficient operations for the State, CrowderGulf's Management Team will rely on National Incident Management Systems (NIMS) protocols to identify the proper number of supervisors for each debris management operation. CrowderGulf is fully prepared to marshal identify the proper number of supervisors for each debris management operation. CrowderGulf is fully prepared to marshal as many Field Project Managers and Debris Supervisors as needed to meet the County's debris management requirements. Project Managers and Field Supervisors will have the direct responsibility to ensure all workers have received the proper safety training and education in Federal Rules and Regulations as they pertain to debris removal operations.

Minority/Small Business Enterprise (M/SBE) Subcontractors

See enclosed a partial list of qualified M/SBE Subcontractors. A current qualified subcontractor list will be provided to the County for pre-approval prior to an event upon request.

2026 FL Region 4 Potential Subcontractors	Address	City	ST	Zip	SB	WO	VET	SDV	HUB	SDB
2 Chicks and a Backhoe	591 Martin Luther King Jr Ave	Wauchula	FL	33873	1	1				
5-T Hauling	1913 Lakeview Dr	Brandon	FL	33511	1	1				
A Cut Above Lawn and Landscaping	PO Box 175	Wauchula	FL	33873	1					
A&V Services and Hauling Inc	4315 Trainer Rd	Bartow	FL	33830	1					
A1 Environmental, Inc. (dba A1E Group)	6827 1st Ave S Ste 200	St. Petersburg	FL	33707						
A2Z Distributing	1108 35th St S	St. Petersburg	FL	33711	1	1				
AAA Service Company	5060 110th Ave N	Clearwater	FL	33760	1					
A-Absolute Tree Services	1830 Bayshore Blvd	Dunedin	FL	34698						
Absolute Tree and Asset Services LLC	3260 Neff Lake Rd	Brooksville	FL	34602	1	1				1
Adam Boyd Bobcat Service, Inc	11031 Summer Rd	Wimauma	FL	33598	1					
Albritton Tractor Service, Inc.	PO Box 245	Alturas	FL	33820	1					
All American Construction & Excavation, Inc.	PO Box 260	Lithia	FL	33547						
All American T.S., Inc.	PO Box 260	Lithia	FL	33547	1		1			
All Out On A Limb, LLC	1109 15th St	Ruskin	FL	33570	1					
Allied Trucking of Florida, Inc	5118 N 56th St, Ste 123	Tampa	FL	33610						
Alltight Construction	6590 68th Ave	Pinellas Park	FL	33781	1					
AM Landscaping & Removal, LLC	35870 CLINTON AVE	Dade City	FL	33525	1		1			
Amazing National Service Group	9509 E US Hwy 92	Tampa	FL	33610	1					
American Mulch & Soil, LLC	13838 Hays Rd	Spring Hill	FL	34610	1					
Amos Trucking LLC	190 N Market Blvd	Webster	FL	33597						
Anomalos Industries LLC	5340 W Kennedy Blvd	Tampa	FL	33609	1					
Arbor Bay Tree Service	4716 Vasconia St W	Tampa	FL	33629	1					
Arbor Pro, LLC	10316 Goldenbrook Way	Tampa	FL	33647	1					
Arthur L McCloud Trucking & Excavating	4824 Dove Lane	Auburndale	FL	33823	1					

2026 FL Region 4 Potential Subcontractors	Address	City	ST	Zip	SB	WO	VET	SDV	HUB	SDB
ASI Landscape Management	9702 Harney Rd	Thonotosassa	FL	33592	1					
Bay Area Trackhoe, Inc.	9107 Lithia Pinecrest Rd	Lithia	FL	33547						
Bay South Siteworks, LLC	305 Bear Ridge Cir Ste 100	Palm Harbor	FL	34683						
Bigga Inc.	2112 Barcelona Dr	Clearwater	FL	33764						
Bio-Mass Tech, Inc.	15212 SR 52	Land O Lakes	FL	34638	1	1				
BJD Enterprises	182 Boyd Cowart Rd	Wauchula	FL	33873	1	1				
Black Ox Construction llc	2359 Gerber Dairy Rd	Winter Haven	FL	33880	1					
Blue Monkey Disposing & Recycling	1603 N 43rd St	Temple	FL	33605	1					
Bluewater Site Contractors, Inc.	PO Box 4034	Lake Wales	FL	33859	1					
C & J Transport, Inc.	PO Box 1878	Eaton Park	FL	33840						
C & M	404 Talamore Dr	Winter Haven	FL	33884						
Caladesi Construction Co.	1390 Donegan Rd	Largo	FL	33771	1		1			
Camo Farms	200 2nd Ave Sout #270	St. Petersburg	FL	33701	1	1				
Carlton Custom Building Inc.	6895 State Rd 64 E	Wauchula	FL	33873	1					
Cascais Enterprises, LLC	13362 Lawrence St	Spring Hill	FL	34609						
Castco Construction, Inc	9001 126th Ave N	Largo	FL	33773						1
Cavalls Tree Service	36724 Jefferson Ave	Dade City	FL	33523	1					
Central FLorida Transport, LLC	511 Mulberry St	Coleman	FL	33521						
Circle C Timber, Inc	2086 Fish Branch Rd	Zolfo Springs	FL	33890	1					
Citrus Spring Industrial	15000 Citrus Country Dr	Dade City	FL	33523			1	1	1	1
Clark Hunt Construction, Inc.	2165 Logan St	Clearwater	FL	33765		1				
Clearwater Earth Moving, Inc.	8235 Rhodes Rd	Hudson	FL	34667	1		1	1		
Coastline Solutions, Inc.	110 30th Ave N	St. Petersburg	FL	33704						
Code 3 Enterprises, LLC	37248 Orange Blossom Ln	Dade City	FL	33525			1	1		1
Commercial Maintenance Group	2010 N Twig Pt	Inverness	FL	34453						
Consolidated Forest	13838 Hays Rd	Spring Hill	FL	34610						
Cross Environmental	PO Box 1299	Crystal Springs	FL	33524						
Cross Group Inc	8713 Park Byrd Rd	Lakeland	FL	33810	1		1	1		
D&J Lawn Services of Lakeland, LLC	575 Old Polk City Rd	Lakeland	FL	33809	1					
Dive-Tech International, Inc.	6200 80th Ave N	Pinellas Park	FL	33781						
Divine Romance Homes LLC	15404 Dakota Sky PL	Ruskin	FL	33573	1	1				
DLR Services	3727 Dundee Rd	Winter Haven	FL	33884	1					
Duke Services, LLC	240 N Lake Shore Way	Lake Alfred	FL	33850	1	1				
Eliazar Camacho Tree Service & Sodding	6039 W Minuteman St	Homosassa	FL	34448						1
Estanislao Enterprises Inc	7210 Cypress Lake Dr	Odessa	FL	33556	1					
Evergreen Development & Construction Company	8659 Palm River Rd	Tampa	FL	33619	1					
Evergreen Tree Service, Inc.	1921 Starkey Rd	Largo	FL	33771	1					
Ezee LLC	9055 S Bay Dr	Haines City	FL	33844	1					1
FAC PR, LLC	16811 Whirley Rd	Lutz	FL	33558	1	1				
Faulkner Stump Grinding & Tree Trimming	910 US Hwy 17 N	Fort Meade	FL	33841	1	1				
First Bank Property Management, LLC	380 Douglas Rd E	Oldsmar	FL	34677	1					
Fivestar Trucking LLC	1705 W Baker St	Plant City	FL	33563						
Florida Excavating & Engineering	480 W Haines Blvd	Lake Alfred	FL	33850	1					
Four Seasons Property Services, LLC	3030 Shady Acres Rd	Dover	FL	33527	1					
Fuzion Group INC	4409 North Clark Ave	Tampa	FL	33614	1					
GA Nichols Company	5775 126th Ave N	Clearwater	FL	33760						
George B. Alred Build. Cont. Site Prep	11738 Murcott Way	Land O Lakes	FL	34638	1					
GFH Enterprises, Inc.	6609 Ridge Rd, Ste 2	Port Richey	FL	34668	1		1	1	1	
Gibbons Fence Company	2050 Country Manor St	Bartow	FL	33830	1					
GoFishTampaBay.com (Ocean Aid 360, Inc.)	125 18th Ave S	St. Petersburg	FL	33905	1				1	
Goodfellas Rolloff and Waste Disposal	835 CR 529	Lake Panasoffkee	FL	33538						
Gramling Transport Inc.	PO Box 1785	Port Richey	FL	34672						
Grass Appeal, LLC	709 E Spruce St	Tarpon Springs	FL	34689	1					
Ground Level , Inc.	2970 Manuel Rd	Bowling Green	FL	33834	1					
Ground Up Services LLC	4064 CR 567	Center Hill	FL	33517						
Grubbs Emergency Services, LLC	P O Box 12113	Brooksville	FL	34603	1					
Gursky's Lawn Care	1100 31st St NW	Haven	FL	33881	1					
Hancock Environmental Seeding, Inc.	18724 Hancock Farm Rd	Dade City	FL	33523	1	1				
Harris Logistics, LLC	231 CR 482 S	Lake Panasoffkee	FL	33538	1					
HernandoAg	13096 Moon Rd	Brooksville	FL	34613						
His n Hers Enterprises	3108 Central Dr	Plant City	FL	33547	1	1				
Huffman General Contractors, Inc.	4895 47th Ave N	St. Petersburg	FL	33714						
Hungry Gator Shop,Inc	7472 Purdue Rd	Ft. Meade	FL	33847	1	1				

2026 FL Region 4 Potential Subcontractors	Address	City	ST	Zip	SB	WO	VET	SDV	HUB	SDB
I Chavez Trucking Inc	5035 Sheffield Rd	Lakeland	FL	33813	1					
Ideal Estate Service Group	1927 Chesapeake Ct	Oldsmar	FL	34677	1					
Image Maker LMS , LLC	2721 Buckingham Ave	Lakeland	FL	33801						
Impeccable Construction	PO Box 448	Fort Meade	FL	33841	1					
In-Line Disaster Recovery, LLC	3030 N Rocky Point Dr, Ste 150A	Tampa	FL	33607						
Isla Maritime	1695 Cameron Ct	Trinity	FL	34655	1	1				1
Jack See Construction, LLC	PO Box 275	Wauchula	FL	33873	1					
James Short Grading	14230 Nottingham Trail	Hudson	FL	34669						1
JB Property Maintenance, LLC	3933 17th St N	St. Petersburg	FL	33714	1		1			
JL Grading & Excavating	5273 Hamlet Cir	Spring Hill	FL	34606	1				1	
JMS Group Contracting, Inc.	4901 1st Ave N	St. Petersburg	FL	33710	1					
Joshua Harris	5019 40th Ave N	St. Petersburg	FL	33714						
Junkremoval.com, Inc.	1911 57th St	Tampa	FL	33682	1					
Kevin Witcombe's Tree Works	PO Box 4597	Clearwater	FL	33758	1					
King Cut Land Management LLC	PO Box 589	Lecanto	FL	34460		1				1
Landshark Land Management L.L.C.	7001 Scenic Hills Blvd	Lakeland	FL	33810	1					
Liberty Hauling, Inc.	7145 Evergreen Blvd	Polk City	FL	33868	1	1				
Lightning Bay Industrial	1235 S 82nd St	Tampa	FL	33619	1	1	1			
Logistical Group	7143 SR 54 #114	New Port Richey	FL	34653						
Long Agriculture Inc.	1591 Pearce Rd	Polk City	FL	33868	1					
Loretta R. Mazzucco Building Contractor	9750 Sunbeam Dr	New Port Richey	FL	34654						
Luck Grove Telecom, Inc.	610 E Zack St	Tampa	FL	33602	1					
Luminus Mulch	7197 Davenport Ln	Spring Hill	FL	34606	1					
M&E Contracting, LLC	6210 Co Rd 579	Safffner	FL	33584	1	1				
Main Gate Enterprises, Inc.	240 Stenstrom Rd	Wauchula	FL	33873	1				1	
McCarthy Environmental	15851 John McCarthy Rd	Dade City	FL	33523						
Medulla Auto Sales & Service LLC / Regal Development	1129 W Pipkin Rd	Lakeland	FL	33811	1					
Mend-It-Asphalt and Concrete	4925 15th Ave S	Gulfport	FL	33707	1					
MF Service Group LLC	6095 Polk City Rd	Haines City	FL	33844						
Miller & Sons, LLC	6113 Causeway Blvd	Tampa	FL	33619	1					
Modena's Trucking, LLC	18865 SR-54	Lutz	FL	33558	1					
Muncy Environmental Services, LLC	5110 Kirkland Rd	Lakeland	FL	33811	1					
NBK Professional Services LLC	1566 Doves View Cir	Auburnville	FL	33823	1	1				
NH Realty Group, LLC	1056 Lake Ariana Blvd, Ste A	Auburndale	FL	33823	1					
Norm's Stump Removal Inc.	12921 123rd Ave N	Largo	FL	33774						
Ocean Aid 360, Inc. (GoFishingTampaBay.com)	125 1st Ave S	St. Petersburg	FL	33705	1					
Open Water Marine	10706 Shady Preserve Dr	Riverview	FL	33579	1					
Optimal Recovery, LLC	34618 Mission Bell Ln	Dade City	FL	33525	1					
Orr Industries, LLC	12222 US Hwy 301	Dade	FL	33525						
Paff Tree Service, LLC	6288 California St	Brooksville	FL	34604	1					
Patriot Power & Telecom Systems, Inc.	13173 60th St N	Clearwater	FL	33760	1					
PAW Materials, Inc.	6640 State Rd 52 W	Hudson	FL	34667						
Payne's Environmental	5617 Causeway Blvd	Tampa	FL	33619	1	1	1			
Pete & Ron's Tree Service, Inc.	4615 N Hale Ave	Tampa	FL	33615	1					
Pinnacle Contracting Group, Inc.	2711 Desoto Way S	St. Petersburg	FL	33712	1	1				
Poly Foundation Solutions	11960 N Florida Ave	Dunnellon	FL	34434						
Precise Contracting, LLC	223 E Lake Ave	Auburndale	FL	33823	1	1				
Primo Enterprises of Tampa, Inc.	17433 New Cross Cir	Lithia	FL	33547				1		
Prince Land Services	200 F St South	Haines City	FL	33844	1					
Pro Tree Specialists, Inc	PO Box 130373	Tampa	FL	33681	1					
Prosource	17115 Rainbow Terrace	Odessa	FL	33556	1					
Rak Trucking, LLC	1836 Bough Ave, Unit C	Clearwater	FL	33760		1				
Ranwell Construction Inc.	8435 Tocoi Path	Lakeland	FL	33810	1					1
Recovery One Disaster Services Inc.	201 E Baker St	Plant City	FL	33563	1					
Residual Solutions, Inc.	PO Box 353	St. Petersburg	FL	33731	1					
RFT, Inc.	7015 Pelican Island Dr	Tampa	FL	33634						
Richard Budd S/P	44922 Clay Sink Rd	Webster	FL	33597	1					
Rimes & Sons Agriculture Services, Inc.	6044 SR 62	Bowling Green	FL	33834	1					
RMC Jobsite Development	7829 Co Rd 248 B	Lake Panasoffkee	FL	33538	1					
Roberts and Roberts Mgmt. Services, LLC	1969 S Alafaya Trl Ste 133	Orlando	FL	32828						
Robinson Wetland	2704 Rooks Rd	Davenport	FL	33837	1					
Rockline Construction, LLC	3184 E Porter St	Inverness	FL	34453	1	1				
RP Construction	3117 Boger Blvd E	Lakeland	FL	33803	1	1				

2026 FL Region 4 Potential Subcontractors	Address	City	ST	Zip	SB	WO	VET	SDV	HUB	SDB
Rueda's Remodeling, LLC	7816 N Cortez St	Tampa	FL	33614	1					
S&S Contracting Inc	5800 S US Hwy 17	Bartow	FL	33830	1					
S&S Skid Steer Service LLC	149 Argentina Dr	Winter Haven	FL	33880	1					
Sansom's Tree Service, LLC	4025 Johnson Rd	Mulberry	FL	33860	1					
Southeast Abatement Services Inc.	230 Commerce Dr N	Largo	FL	33770	1					
Southern Environmental Group, LLC	12967 US 92	Dover	FL	33527						
Stillwater Holdings	15317 Spruson St	Odessa	FL	33556	1					
Suarez Grading Enterprises, Inc.	5404 24th Ave S	Tampa	FL	33619	1					
Sunset Bay Construction Inc.	3026 Lake Padgett Dr	Land o Lakes	FL	34639	1					
Sunterra Transportation and Logistics Services, LLC	10641 1st St E, Ste 202	Treasure Island	FL	33706						
Super Green Lawn & Maintenance	3182 Heather Glynn Dr	Mulberry	FL	33860	1					
Tagarelli Construction, Inc.	53 West Tarpon Ave	Tarpon	FL	34689	1					
Tarragon Debris Removal	11317 Louisa May Way	Riverview	FL	33569		1				1
Terra Construction Group, Inc.	855 28th ST SO	St. Petersburg	FL	33712						
Thunderhead Environmental Services	4888 Co Rd 575	Bushnell	FL	33513				1		
TNT Environmental, LLC	17852 Pine Knoll Dr	Dade City	FL	33523	1					
Top Gun Lawn Care LLC	6310 E Tremont St	Inverness	FL	34452	1	1				1
Touchdown Logistics LLC	6201 Cedar Glen Dr	Wesley Chapel	FL	33544	1					1
TRANS-PHOS INC	PO Box 9004	Bartow	FL	33831	1					
Tree-Mendous Tree Services	17863 Corpus Christi Dr	Spring Hill	FL	34610	1					1
Treespade Services & Tree Farm, Inc.	11929 Duck Lake Canal Rd	Dade City	FL	33525		1				
Triple A Tractor Service	705 Doc Coil Rd	Bowling Green	FL	33834	1					
U R House LLC	PO Box 530472	St. Petersburg	FL	33747	1					
Underwood, LLC	4131 Daisy Dr	Hernando Beach	FL	34607	1					
Unlimited Property Solutions	10042 Thompson Nursery Rd	Winter Haven	FL	33884	1					
Vari Construction Services	23110 St Rd 54	Lutz	FL	33549						
Walker Excavation & Drainage, LLC	5061 Hollis Rd	Bowling Green	FL	33834	1					
Wetherington Tractor Service, Inc.	1901 Industrial Park Blvd	Plant City	FL	33566						
Wilkerson's Hydrology Service, Inc	100 SW 4th St	Mulberry	FL	33860	1					
World Haulers, Inc.	8377 Standish Bend Dr, Ste 107	Tampa	FL	33615						
Zimmer Equipment, Inc	2811 N 62nd St	Tampa	FL	33619	1					

Exclusive Subcontractors

The subcontractors in the table below work **exclusively** for CrowderGulf. These subcontractors immediately begin deployment when a threat is imminent. They have a combined **114 "double" self-loading truck and trailer units (228 total hauling units)** that can be called upon at the moment's notice. The table includes the storm events and locations that these subcontractors have worked with CrowderGulf. *Past activations in the State of Florida are highlighted below in red.*

Subcontractor	Storm Event	Work Location	
Dawn Til Dusk Disaster LLC (Bethany, MO) (PUSH, ROW Hauling, Stumps, L & H, ROE Hauling, Beach/ Sand) 43 Activations **3 Activations in FL** **Master Subcontract # 12_133**	2024 Helene	SCDOT - Newberry	
	2024 Beryl	Brazoria Co, TX West Columbia, TX	Brazoria, TX
	2024 TX Straight Line Winds	Coppell, TX	
	2023 AR Tornado	North Little Rock, AR	Sherwood, AR
	2022 Ian	Lee Co, FL	
	2021 KY Tornado	Bowling Green, KY	Warren County, KY
	2021 Nicholas	Angleton, TX Brazoria Co, TX	Lake Jackson, TX
	2020 Zeta	Gulfport, MS	
	2020 Sally	Fairhope, AL	Orange Beach, AL
	2020 Laura	Lake Charles, LA West Lake, LA	Calcasieu Parish, LA
	2020 Tornado	Nashville, TN	
	2019 Imelda	Montgomery Co, TX	
	2018 Michael	Panama City, FL	
	2018 Florence	Duplin Co, NC Onslow Co, NC	Jacksonville, NC
	2017 Harvey	Aransas Co, TX	Corpus Christi, TX
	2017 Mississippi Tornado	Hattiesburg, MS	
	2016 Matthew	Deltona, FL	

Subcontractor	Storm Event	Work Location	
	2016 LA Flooding	Ouachita Parish, LA	Central, LA
	2016 Texas Flooding / Misc	Montgomery Co, TX	Newton Co, TX
		Waller Co, TX	
	2015 SC Flooding	SCDOT	
	2014 Ulysses – Ice Storm	Greensboro, NC	
	2014 AL Tornado	ACCA – Blount Co, AL	
	2011 Irene	Dare Co, NC	Kitty Hawk, NC
		Kill Devil Hills, NC	Nags Head, NC
	2008 Ike	Montgomery Co, TX	
	2005 Katrina	Pascagoula, MS	
Dotson & Sons (Higbee, MO) (ROW Hauling, L & H, Stumps) 38 Activations **17 Activations in FL** **Master Subcontract # 16_725**	2024 Milton	Ft Myers, FL	Sarasota Co Schools, FL
		Sarasota Co, FL	Venice, FL
	2024 Beryl	Montgomery Co, TX	
	2023 Winter Storm- TX	Austin, TX	Travis Co, TX
	2022 Ian	Ft. Myers, FL	
		FDEM	Lee Co, FL
	2021 May Floods	Lake Charles, LA	
	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
	2018 Michael	Bainbridge, GA	Panama City, FL
		Decatur Co, GA	
	2018 Florence	Holly Ridge, NC	Richlands, NC
		Onslow Co, NC	
	2017 Irma	Bonita Springs, FL	Lee Co., FL
	2017 Harvey	Aransas Co, TX	Montgomery Co, TX
		Corpus Christi, TX	San Patricio Co, TX,
	2016 Matthew	Hilton Head Island, SC	
	2016 LA Flooding	Central, LA	
	2006 Ice Storm	Erie Co, NY	
	2005 Rita	Calcasieu Parish / Lake Charles, LA	
	2005 Katrina	North Miami, FL	Wilton Manors, FL
		Pascagoula, MS	Pompano Beach, FL
	2004 Ivan	Escambia Co, FL	
	2004 Charley, Frances, Jeanne	Lee Co, FL	
		Orlando, FL	Sanibel, FL
Gulf Services (Theodore, AL) (PUSH, ROW Hauling, L&H, Stumps, Site Mgt, Ditch work, PPDR) 31 Activations **15 Activations in FL** **Master Subcontract # 12_191**	2024 Milton	Sarasota Co, FL	Venice, FL
	2024 Helene	Ware Co, SC	
	2024 Beryl	Montgomery Co, TX	
	2024 TX Flooding May	Liberty Co, TX	Montgomery Co, TX
	2024 TX Straight Line Winds	Carrollton, TX	
		Coppell, TX	Richardson, TX
	2023 Idalia	St. Petersburg, FL	Dunedin, FL
	2023 Winter Storm- TX	Austin, TX	Travis Co, TX
	2022 Ian	Bonita Springs, FL	Lee Co School District
		Estero, FL	Sanibel, FL
		FDEM	Sarasota Co, FL
		Lee Co, FL	
	2021 Ida	St. John the Baptist Parish, LA	Calcasieu Parish, LA Waterways
	2021 May Flooding	Lake Charles, LA	Calcasieu Parish, LA
	2020 Laura	Lake Charles, LA	
		Sulphur, LA	Calcasieu Parish, LA
	2018 Michael	Bay Co, FL	Panama City, FL
		Lynn Haven, FL	Washington Co, FL
Hauling Away LLC (Mobile, AL) (PUSH, ROW Hauling, L&H, ROE Hauling, Stumps, Grinding, HaulOuts, Sand, Demo, Waterway Debris) 125 Activations	2024 Milton	Apopka, FL	Hillsborough Co, FL
		Bonita Springs, FL	Lee Co, FL
		Clearwater, FL	Oldsmar, FL
		Dunedin, FL	Sanibel, FL
		FDEM	St. Petersburg, FL
		Ft. Myers Beach, FL	Tarpon Springs, FL
	2024 Helene	Greenville, SC	Clearwater, FL
		Laurens Electric Co-Op	St. Petersburg, FL
		Laurens Public Works, SC	Tarpon Springs, FL

Subcontractor	Storm Event	Work Location	
39 Activations in FL		SCDOT	Levy Co, FL
Master Subcontract # 12_223	2024 Beryl	Alvin, TX Angleton, TX Brazoria Co, TX	Brazoria, TX Lake Jackson, TX West Columbia, TX
	2024 SC Straight Line Winds	Dorchester Co, SC	
	2024 LA Tornado	Lake Charles, LA	
	2024 FL Tornado May	Kissimmee, FL	
	2024 AL Tornados	AL Counties- Region 7	Henager, AL
	2024 TX Flooding April	Angleton, TX	
	2023 AR Tornado	North Little Rock, AR	Sherwood, AR
	2023 Ice Storm	Deer Park, TX	
	2022 Ian	Bonita Springs, FL Estero, FL Ft. Myers, FL FDEM	Ft. Myers Beach, FL Lee Co, FL Sanibel, FL Synergy, Charlotte Co Schools, FL
	2021 TX GLO	Beach Debris – Sunken Car	
	2021 LA Tornado	Calcasieu Parish, LA	
	2021 Ida	St. John the Baptist Parish, LA	Calcasieu Parish, LA Waterways
	2020 Hanna & Beta	Texas General Land Office (GLO)	
	2020 Zeta	Gulfport, MS	
	2020 Sally	AL DOT SW Region Baldwin Co, AL	Gulf Shores, AL Orange Beach, AL
	2020 Laura	Lake Charles, LA Sulphur, LA Vinton, LA	Calcasieu Parish, LA West Lake, LA West Calcasieu Port, LA
	2020 Cristobal	Dauphin Island, AL	
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2019 TX Tornado	Richardson, TX	
	2019 Dorian	Dorchester Co, SC	
	2019 Imelda	Montgomery Co, TX	
	2018 Michael	Bay Co, FL FL Dept of Enviro. Protection Bainbridge, GA	Jackson Co, FL Panama City Beach, FL Panama City, FL Decatur Co, GA
	2018 Florence	Jacksonville, NC North Topsail Beach, NC	Onslow Co, NC
	2018 Florida Red Tide	Collier Co, FL Sanibel Island, FL	Fort Myers Beach, FL
	2017 Irma	Collier Co, FL FL DEP Waterway Cleanup Hilton Head Island, SC	Kissimmee, FL Okeechobee Co, FL Polk Co., FL
	2017 Harvey	Aransas Co, TX Texas General Land Office (GLO)	Corpus Christi, TX
	2017 Maintenance	Corpus Christi, TX	
	2017 T.S. Cindy	Dauphin Island, AL	
	2016 Matthew	FL Dept. of Enviro. Protection Hilton Head Plantation POA, SC	Hilton Head Island, SC
	2016 LA Flooding	Central, LA	Ouachita Parish, LA
	2016 Texas Flooding / Misc	Newton Co, TX Montgomery Co, TX	Waller Co, TX
	2016 Maintenance	Corpus Christi, TX	
	2016 Tornado	Rowlett, TX	
	2015 Flooding-Alabama	AL DCNR, Baldwin Co, AL AL DOT, Baldwin Co, AL	
	2015 SC Flooding	SCDOT	
	2015 Demolition	Orange Beach, AL	
	2015 Fish Kill	Orange Beach, AL	
	2015 Texas Flooding / Misc	Blanco Co, TX Corpus Christi, TX	Republic Services, TX Friendswood, TX
	2015 Severe Storm AL	Limestone Co, AL	
	2014 Tornado	Blount Co, AL	Limestone Co, AL
	2014 Maintenance	Corpus Christi, TX	

Subcontractor	Storm Event	Work Location	
	2014 Pax (Ice Storm)	Dorchester Co, SC	Berkeley Co, SC
	2013 T.S. Andrea	Gulf Shores, AL	
	2012-2013 Sandy	NJ DEP	
	2012 Isaac	Biloxi, MS Dauphin Island, AL McComb, MS	Magnolia, MS Pascagoula, MS
	2012 Miscellaneous	The Nature Conservancy, AL	
	2012 Tornado	Motel 6 - Mobile, AL	
	2011 Irene	Rocky Mount, NC	
S. St. George Enterprises (Fredonia, NY) (PUSH, ROW Hauling, L&H, Grinding, Stumps, HaulOuts, Site Work) 90 Activations **44 Activations in FL** **Master Subcontract # 13_376**	2024 Milton	Edgewater, FL Lake Helen, FL Ormond Beach, FL	South Daytona, FL Volusia Co, FL
	2024 Helene	Greenville, SC	SCDOT
	2023 Ice Storm TX	Travis Co, TX	
	2022 Ian	Bonita Springs, FL Edgewater, FL Ft. Myers, FL Ft. Myers Beach, FL Lee Co, FL FDEM	Lee Co School District Ormond Beach, FL Port Orange, FL Sanibel, FL South Daytona, FL
	2021 KY Tornado	Bowling Green, KY	Warren County, KY
	2020 Zeta	Gulfport, MS	Harrison Co, MS
	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2018 Michael	Bay Co, FL Jackson Co, FL Lynn Haven, FL Decatur Co, GA	Panama City, FL Panama City Beach, FL Bainbridge, GA
	2018 Florence	Brunswick Co, NC Bolivia, NC Caswell Beach, NC Leland, NC Holly Ridge, NC Sandy Creek, NC Navassa, NC Swansboro, NC	Onslow Co, NC Jacksonville, NC Duplin Co, NC Richlands, NC Oak Island, NC Northwest, NC Shallotte, NC Varnamtown, NC
	2017 Irma	Bonita Springs, FL Edgewater, FL Flagler Co, FL Lake Mary, FL Lake Co, FL Lee Co, FL	Okeechobee Co, FL Orlando, FL Ormond Beach, FL Sanford, FL Sarasota Co, FL St. Petersburg, FL Sumter Co, FL
	2017 Harvey	Aransas Co, TX San Patricio Co, TX	Corpus Christi, TX
	2016 Matthew	Hilton Head Island, SC	Long Cove POA, SC
		Windmill Harbor POA, SC	Norfolk, VA
	2014 AL Tornado	ACCA- Blount Co, AL	
	2014 Pax – Ice Storm	Berkeley Co, SC	Dorchester Co, SC
	2011 Irene	James City Co, VA York Co, VA	Newport News, VA Rocky Mount, NC
	2005 Dennis	Bay Co, FL	Destin, FL
	2005 Wilma	Ft. Lauderdale, FL	West Palm Beach, FL
	2005 Rita	Calcasieu Parish / Lake Charles, LA	
	2005 Katrina	Aventura, FL Daphne, AL Lazy Lakes, FL	Pascagoula, MS Pompano Beach, FL Wilton Manors, FL
	2004 Ivan	Escambia Co, FL	Walton Co, FL

Pre-Qualified Subcontractors that worked for CrowderGulf after Major Disasters

Currently, we have subcontracts or Letters of Commitment with these Subcontractors listed below. They have worked for CrowderGulf after the Events and in the locations provided below. CrowderGulf maintains full compliance with current procurement regulations, specifically **44 CFR 206.10 and 2 CFR 200.321.**

Prime Subcontractor	Business Designation	Number of Activations	PUSH	ROW/ROE Debris	Leaners / Hangers	Stumps	Grinding	Haul Outs	Sand / Beach	Demolition	Concrete	White Goods	Waterway / Dredging
4M Services (FL) Primary Contact: Jodi Martell 19500 Armeda Rd Alva, FL 33920 FEIN: 30-1017179 /863-303-1724/ martell3406@gmail.com		26	X	X				X	X				
ABC Hauling / RAL Services Corp (FL) Primary Contact: Rudy Largaespada 666 NW 23rd Street Miami, FL 33127 FEIN: 47-3267869 /786-972-5642 / abchauling12@gmail.com	S, MBE-His	35						X					
Ault Enterprises LLC (MI) Primary Contact: Richie Ault 4351 D 15 Rd, Bark River, MI 49807 FEIN: 26-0507912 906-399-4302 / richieault12@gmail.com	S	17	X	X						X			X
Barnhart Debris Removal (AR) Primary Contact: Sean Barnhart 2765 Columbia Rd 61, Magnolia, AR 71753 FEIN: 20-3400894 870-904-5893 / barnhart057@gmail.com		12	X	X	X	X				X	X	X	
Beeghly Tree (PA) Primary Contact: Ryan Beeghly 458 Hillvale Rd, Somerset, PA 15122 FEIN: 20-352-4227 / 814-444-8733 / rbeeghly@beeghlytree.com	S	14	X	X	X	X	X	X		X	X		X
C & W Trucking, Inc (FL) Primary Contact: Kris Creeden 703 Hennis Road Winter Garden, FL 34787 FEIN: 26-2765790 / 407-877-2600 / Krisc@cwglobal.net		16						X					
Clinton Lumber Co. LLC (MO) Primary Contact: Dusty Clinton 4775 CR 3380,Willow Springs MO 65793 FEIN: 20-2001172 / 417-331-6067 / carlajo_83@yahoo.com	S	11		X									
Creel Brothers, Inc. (LA) Primary Contact: Scott Creel 26400 Buford Creel Road, Franklinton LA 70438 FEIN: 72-1095784 / 985-839-4372 / scottcreel@creelbrothers.com		28	X	X	X	X		X	X				
Crooked River LLC (MO) Primary Contact: Nicole or Isaac Dotson 18025 Hwy C, Trimble, MO 64492 FEIN: 81-273-8406 / 816-813-9007 / nikikedotson@gmail.com	S, WO	2	X	X		X							
DEH Disaster Recovery LLC (GA) Primary Contact: Dodd Hartley 10133 Highway 92 Fort Valley, GA 31030 FEIN: 238-47-4881 / 850-377-5221 / Rhondodd@yahoo.com		25	X	X	X	X	X						
Dawn Til Dusk Disaster LLC (MO) Primary Contact: Andrew Callaway 28692 W Hwy 69 Bethany, MO 64424 FEIN: 20-3254163 / 660-425-8137 / callawayfarms@live.com	S	43	X	X	X	X			X	X	X	X	
DM Bass Inc (LA) Primary Contact: Suzanne Rome 54691 Hwy 16, Bogalusa, LA 70427 FEIN: 64-0890602 / 985-570-3980 / suzanne.rome@dmbass.com	S, WO	6	X	X									
Dotson & Sons (MO) Primary Contact: Tim Dotson 4500 Gordon Road Sturgeon, MO 65284 FEIN: 33-1010934 / 573-682-7600 / loghardtd@hotmail.com	S	38		X	X	X				X		X	
Four Points Recycling (NC) Primary Contact: Carroll Raynor 309 King Rd, Jacksonville, NC 28540 FEIN: 46-1003850 / 910-346-2047 / carrollraynor@gmail.com	S, WO	9		X			X	X	X				
Four R Equipment (FL) / Coastline Energy Ventures Primary Contact: JR Ruiz 3701 Southwest 128 Avenue Miramar, FL 33027 FEIN: 20-2065643 / 954-347-0280 / fourrequipment@yahoo.com	S, MBE – His	15		X				X					
Gaston Tree / Wood Resource Recovery (FL) Primary Contact: Bill Gaston 6424 NW 19th Dr Gainesville, FL 32653 FEIN: 59-3691567 / 352-378-3348 / bill@gastontdr.com	S	30	X	X	X	X	X	X					
Gotus Trucking LLC (PA) Primary Contact: Mark Claypoole 166 Allison Road Harrisville, PA 16038 FEIN: 45-4533297 / 724-822-5603 / claypod1@gmail.com	S	34		X	X	X							
Gulf Atlantic Construction & Marine (AL) Primary Contact: Chance McConnell 8391 Ramsey Rd, Grand Bay, AL 36521 FEIN: 47-4037747 / 251-233-0133 / chance@gulfatlanticcm.com		17	X	X		X	X	X	X	X		X	X
Gulf Services (AL)		31	X	X	X	X	X	X		X	X	X	

Prime Subcontractor	Business Designation	Number of Activations	PUSH	ROW/ROE Debris	Leaners / Hangers	Stumps	Grinding	Haul Outs	Sand / Beach	Demolition	Concrete	White Goods	Waterway / Dredging
Primary Contact: Lyman Ramsay, 5540 Business Parkway, Theodore, AL 36582													
FEIN: 63-0879907 / 251-653-5075 / lyman.ramsay@gulfservices.us													
H2 Construction LLC (MO)	S	14	X	X	X	X							
Primary Contact: Renee Hostetter 702 W Walnut, Waverly, MO 64097													
FEIN: 20-3532955 / 660-493-2555 / h2construction@live.com													
Hauling Away, LLC (AL)	S, WO	123	X	X	X	X	X	X	X	X	X	X	X
Primary Contact: Sara Pratt 10150 Ben Hamilton Road Theodore, AL 36582													
FEIN: 45-2428798 251-402-3058 / sara@haulingaway.net													
HDR Trucking LLC (SC)	S, WO	24	X	X	X	X	X	X	X		X		
Primary Contact: Henry Scharber 6380 Char-Augusta Rd, Bamberg, SC 29003													
FEIN: 41-2184579 803-571-1929 / hdrtrucking@yahoo.com													
JTL&S Property Preservation (TX)	S, WO	46	X	X	X							X	
Primary Contact: Lance Nifong 6718 Wilford Rd, Beaumont TX 77705													
FEIN: 27-1520917 / 832-775-3749 / lanceitls@yahoo.com													
Last Pass, Inc. (FL)	S, WO His	10	X	X	X	X		X					
Primary Contact: Adelaida Cesti 17890 SW 100th St, Miami FL 33196													
FEIN: 88-1792476 / 786-237-9219 / lastpassinc1@gmail.com													
Lawn Rescue Plus (FL)	S, MBE - His	52		X	X	X		X		X		X	X
Primary Contact: Giorgio Cesti 15700 SW 169 Ave Miami, FL 33187													
FEIN: 46-5139503 786-446-2469 / lawnplusrescue@yahoo.com													
McCombs Tree Service (FL)	S	12		X	X								X
Primary Contact: Chuck McCombs PO Box 561004, Rockledge, FL 32956													
FEIN: 59-2864291 / 321-636-2777 / cmccombs@cfl.rr.com													
Michael's Tree Services (TN)	S	12	X	X	X	X	X	X		X		X	
Primary Contact: Irvin Lucas 3800 Knight Arnold Rd, Memphis, TN 38118													
FEIN: 30-0204358 901-331-8205 / ILucas@mtlmemphis.com													
New Gen Environmental Group / Bil-Jim Construction (NJ)	S	12	X	X	X	X			X	X		X	X
Primary Contact: Timothy Johnson 1358 Hooper Ave, Toms River, NJ 08753													
FEIN: 46-1578632 / 732-905-3830 / newgenenvironmentalinc@gmail.com													
Reclaimit Enterprises (TN)	S	19	X	X	X			X	X		X		
Prime Contact: Randy Ball 300 Kingsport Hwy, Greenville, TN 37745													
FEIN: 62-1575384 / 423-552-0870 / reclaimitenterprises@gmail.com													
Riccelli Enterprises (NY)		15						X					
Primary Contact: Richard Riccelli 6131 E. Taft Rd, N. Syracuse, NY 13212													
FEIN: 16-1404955 / 315-433-5115 / richr@riccellienterprises.com													
S. St. George Enterprises (NY)	S	90	X	X	X	X	X	X	X	X	X		
Primary Contact: Steve St. George PO Box 348 Fredonia, NY 14063													
FEIN: 16-1305517 / 716-672-2488 / steve@sstgeorge.com													
Statewide Tub Grinding / WLW (FL)		17	X	X		X	X				X		
Primary Contact: John Wagner, III PO Box 2689 Apopka, FL 32704													
FEIN: 01-0607747 / 407-774-1100 / john@statewidegrinding.com													
Steadfast Services / Slick Machines (GA)		5	X	X	X	X	X	X	X	X	X		
Primary Contact: Trey Davis 1625 Lakeside Trail, Cummings, GA 30041													
FEIN: 45-5521983 / 404-695-7844 / davis.steadfast@gmail.com													
Waterfront Recovery LLC (FL)	S, WO	4			X								X
Primary Contact: Lisa McCombs PO Box 561004, Rockledge, FL 32956													
FEIN: 81-5316398 / 321-636-2777 / cmccombs@cfl.rr.com													

Summary of Prime Subcontractor Activations for the past 15 Years with CrowderGulf, LLC

Subcontractor	Storm Event	Work Location	
4M Services (Alva, FL) (PUSH, ROW Hauling, HaulOuts) 26 Activations 14 Activations in FL Master Subcontract # 20_1865	2024 Milton	Bonita Springs, FL Ft. Myers Beach, FL	Lee Co, FL Sanibel, FL
	2024 Helene	Bonita Springs, FL Ft. Myers Beach, FL	Lee Co, FL
	2024 Beryl	Alvin, TX Angleton, TX Brazoria Co, TX	Deer Park, TX Dickinson, TX Lake Jackson, TX
	2023 AR Tornado	North Little Rock, AR	Sherwood, AR
	2022 Ian	Bonita Springs, FL Estero, FL Ft. Myers, FL	Ft. Myers Beach, FL Lee County, FL Sanibel, FL
	2022 FL Tornado	Lee County, FL	
	2021 Ida	Gulfport, MS	
	2020 Sally	AL DOT	Orange Beach, AL
	2020 Laura	Lake Charles, LA	
ABC Hauling Services / RAL Services Corp. (Miami, FL) (HaulOuts) 35 Activations 10 Activations in FL Master Subcontract # 16_915	2024 Milton	Apopka, FL	
	2024 Helene	Ware Co, GA	
	2024 Beryl	Montgomery Co, TX	
	2022 Ian	Ft. Myers, FL Ft. Myers Beach, FL	Lee County, FL
	2021 Ida	St. John the Baptist Parish, LA	
	2021 May Flooding	Lake Charles, LA	Calcasieu Parish, LA
	2020 Laura	Lake Charles, LA Dequincy, LA West Lake, LA	Calcasieu Parish, LA Iowa, LA Vinton, LA
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2018 Michael	Bay Co, FL Jackson Co, FL Lynn Haven, FL	Panama City, FL Panama City Beach, FL
	2018 Florence	Duplin Co, NC	
	2017 Harvey	Aransas Co, TX Aransas Co, TX (PPDR)	Corpus Christi, TX San Patricio, TX
	2016 Matthew	Hilton Head Island, SC	Thunderbolt, GA
	2011 Tornado (MO)	Joplin, MO	
	2011 Irene	Dare Co, NC	
	2008 Ike	Bolivar Peninsula, TX League City, TX	Manvel, TX
	2005 Wilma	Ft. Lauderdale, FL	
Ault Enterprises LLC (Bark River, MI) (ROW Hauling, Waterway Debris Hauling) 17 Activations 9 Activations in FL (Master # 16_794)	2024 Milton	Lake Helen, FL Volusia, Co, FL	Sarasota Co, FL
	2024 Helene	Clay Co, FL	
	2022 Ian	Lee County, FL	
	2020 Zeta	Gulfport, MS	
	2020 Laura	Sulphur, LA	
	2018 Michael	FL Dept. of Enviro. Protection	Panama City, FL
	2018 Florence	Onslow Co, NC	Swansboro, NC
	2017 Irma	FL Dept. of Enviro. Protection	(Clay/Putnam, Duval, Volusia/Brevard)
	2017 Harvey	Corpus Christi, TX	
	2016 Matthew	FL Dept. of Enviro. Protection	Hilton Head Island, SC
Barnhart Debris Removal (Magnolia, AR) (PUSH, ROW Hauling, Site Work, HaulOuts, L&H, White Goods) 12 Activations 6 Activations in FL Master Subcontract # 17_1217	2022 Ian	Casselberry, FL	
	2021 Ida	Audubon Institute, LA	
	2020 Laura	Lake Charles, LA Iowa, LA	Calcasieu Parish, LA Vinton, LA
	2018 Michael	Apalachicola, FL Carrabelle, FL Franklin Co, FL	Panama City, FL Washington Co, FL
	2017 Harvey	Brazoria Co, TX	
Beeghly Tree (Somerset, PA) (ROW Hauling, L&H)	2024 Milton	Hillsborough Co, FL	
	2024 Helene	Lyman, SC	SCDOT
	2023 Tornados	Edgecombe Co, NC	Rocky Mount, NC

Subcontractor	Storm Event	Work Location	
13 Activations 3 Activations in FL Master Subcontract # 20_1871		Nash Co, NC	
	2022 Ian	Lee Co, FL	Sanibel, FL
	2020 Zeta	Biloxi, MS	D'Iberville, MS
	2020 Sally	AL DOT Baldwin Co, AL	Fairhope, AL Gulf Shores, AL
C & W Trucking, Inc (Winter Garden, FL) (HaulOuts) 16 Activations 14 Activations in FL Master Subcontract # 17_1292	2017 Irma	Casselberry, FL	Edgewood, FL
		Lake Mary, FL	Lake Co, FL
		Orlando, FL	Polk Co, FL
		Sanford, FL	
	2017 Harvey	Brazoria Co, TX	Montgomery Co, TX
	2012 Tornado	Polk Co, FL	
	2008 T.S. Fay	Brevard Co, FL	
	2005 Wilma	Aventura, FL	West Palm Beach, FL
	2004 Charley, Frances, Jeanne	Brevard Co, FL	Orange Co, FL
		Jupiter, FL	
Clinton Lumber Co. LLC Willow Springs, MO) (ROW Hauling) 11 Activations 9 Activations in FL Master Subcontract # 17_1269	2023 Ice Storm TX	Travis County, TX	
	2022 Ian	Ormond Beach, FL	
	2022 FL Tornado	Lee Co, FL	
	2020 Laura	Lake Charles, LA	
	2018 Michael	Apalachicola, FL Casselberry, FL	Franklin Co, FL
	2017 Irma	Flagler Beach, FL Lee Co, FL	Ormond Beach, FL Panama City, FL
Creel Brothers, Inc. (Franklinton, LA) (PUSH, ROW Hauling, L&H, Stumps, HaulOuts) 28 Activations 11 Activations in FL Master Subcontract # 20_1863	2024 Milton	Sarasota Co Schools, FL Sarasota Co, FL	Venice, FL
	2024 Helene	Greenville Co, SC SCDOT	Lee, Co, FL State of NC
	2024 Beryl	Angleton, TX Brazoria Co, TX	Friendswood, TX
	2023 Idalia	Thomas Co, GA	
	2023 Ice Storm TX	Austin, TX	Travis Co, TX
	2022 Ian	Bonita Springs, FL Ft. Myers, FL Ft. Myers Beach, FL Venice, FL	Lee County, FL Le Co Public Schools, FL Sanibel, FL
	2022 SC Ice Storm	SCDOT	
	2021 Ida	St. John the Baptist Parish, LA	
	2021 TX Demo	Friendswood, TX	
	2021 TX Tornado	Friendswood, TX	Sugar Land, TX
	2021 LA Tornado	Calcasieu Parish, LA	
	2020 Laura	Calcasieu Parish, LA	Lake Charles, LA
Crooked River LLC (Trimble, MO) ROW Hauling 2 Activations/1 Activation in FL Master Subcontract # 17_1039	2018 Michael	Panama City, FL	
	2017 Harvey	Dickinson, TX	
DEH Disaster Recovery LLC (Ft. Valley, GA) (ROW Hauling, L&H, Stumps) 25 Activations 5 Activations in FL Master Subcontract # 14_497	2024 Milton	Sarasota Co, FL	
	2024 Beryl	Montgomery Co, TX	
	2022 Ian	Ft. Myers, FL	Lee Co, FL
	2020 Sally	Baldwin Co, AL	Fairhope, AL
	2018 Michael	Decatur Co, GA	Bainbridge, GA
	2018 Florence	Bald Head Island, NC Bolivia, NC Brunswick Co, NC Caswell Beach, NC Leland, NC	Northwest, NC Oak Island, NC Shallotte, NC Varnamtown, NC
	2017 Harvey	Aransas Co, TX Corpus Christi, TX	Nueces Co, TX
	2016 Matthew	Hilton Head Island, SC	
	2016 Hermine	Leon Co, FL	Tallahassee, FL
	2014 Ice Storm Pax	Berkeley Co, SC	Dorchester Co, SC
DM Bass, Inc (Bogalusa, LA)	2022 Ian	Lee County, FL	Lee Co Public Schools, FL
	2021 Ida	St. John the Baptist Parish, LA	

Subcontractor	Storm Event	Work Location	
(PUSH, ROW Hauling) 6 Activations 5 Activations in FL Master Subcontract # 18_1808	2020 Laura	Lake Charles, LA	
	2018 Michael	Jackson Co, FL	Panama City, FL
Four Points Recycling (Jacksonville, NC) (ROW Haul) 9 Activations Master Subcontract # 16_833	2018 Florence	Jacksonville, NC North Topsail Beach, NC	Onslow Co, NC
	2017 Irma	Chatham Co, GA	
	2016 Matthew	Currituck Co, NC Duplin Co, NC Raleigh, NC	Rose Hill, NC Sunset Beach, NC
Four R Equipment / Coastline Energy Resources (Miramar, FL) (ROW Hauling, HaulOuts) 15 Activations 8 Activations in FL Master Subcontract # 12_173 / 21_1880	2022 Ian	Punta Gorda, FL	
	2021 Ida	Calcasieu Parish, LA Waterways	
	2020 Laura	Calcasieu Parish, LA	
	2018 Michael	Panama City, FL	
	2017 Irma	Miami Springs, FL	FL DEP Waterway Cleanup
	2016 Matthew	FL Dept. of Enviro. Protection	Edgewater, FL
	2016 Hermine	Tallahassee, FL	
	2014 Pax (Ice Storm)	Dorchester Co, SC	
	2011 Irene	Newport News, VA	
	2008 Ike	Bolivar Peninsula, TX Kemah, TX	League City, TX
	2005 Wilma	Pembroke Pines, FL	
Gaston / Wood Resource Recovery (Gainesville, FL) (PUSH, ROW Hauling, Stumps, L & H, DMS Grinding, HaulOuts) 30 Activations 28 Activations in FL Master Subcontract #s 17_1468 / 20_1869	2024 Milton	Clearwater, FL Dunedin, FL	St. Petersburg, FL
	2024 Helene	Clearwater, FL	St. Petersburg, FL
	2022 Ian	FL Dept. Enviro. Protection Port Orange, FL Sanford, FL	Lee Co, FL St. Petersburg, FL
	2020 Sally	AL DOT SW Region	Baldwin Co, AL
	2020 Tornado	Volusia Co, FL	
	2018 Michael	Bay Co, FL Panama City, FL	Jackson Co, FL
	2017 Irma	Fl. DEP Waterway Cleanup Flagler Beach, FL Flagler County, FL Ormond Beach, FL	Palm Coast, FL Polk Co, FL St. Petersburg, FL Tarpon Springs
	2016 Matthew	Clay County, FL Flagler Beach, FL Flagler County, FL	Orange Park, FL Ormond Beach, FL Palm Coast, FL
Gotus Trucking (Harrisville, PA) (ROW Hauling, L & H, Stumps) 34 activations 9 Activations in FL Master Subcontract # 16_666	2024 Milton	Clearwater, FL	
	2024 Helene	Clearwater, FL	
	2024 Beryl	Alvin, TX Brazoria Co, TX	Iowa Colony, TX
	2023 VA Tornado	Virginia Beach, VA	
	2022 Ian	Lee Co, FL	Bonita Springs, FL
	2021 KY Tornado	Bowling Green, KY	Warren County, KY
	2020 Zeta	Gulfport, MS	
	2020 Laura	West Lake, LA	Calcasieu Parish, LA
	2020 Isaias	Newport News, VA	
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2019 Imelda	Montgomery Co, TX	
	2019 Dorian	Dorchester Co, SC	
	2018 Michael	Panama City, FL	
	2018 Florence	Fayetteville, NC	
	2017 Harvey	Aransas Co, TX Corpus Christi, TX	Nueces Co, TX
	2016 Matthew	Chesapeake, VA Currituck Co, NC	Fayetteville, NC Norfolk, VA Southern Shores, NC
	2016 LA Flooding	Central, LA	
	2016 Tornado	Essex Co, VA	
	2005 Wilma	Ft. Lauderdale, FL	Lazy Lakes, FL

Subcontractor	Storm Event	Work Location	
		Wilton Manors, FL	
	2005 Katrina	Pembroke Pines, FL	
Gulf Atlantic Construction & Marine (Grand Bay, AL) (DMS Site Work, HaulOuts, Sand, Dredging, Waterway, ROW Hauling) 17 Activations 8 Activations in FL Master Subcontract# 17_1052	2022 Ian	Bonita Springs, FL Ft. Myers Beach, FL	Lee Co, FL Sanibel, FL
	2020 Sally	AL DOT SW Region Baldwin Co, AL	Gulf Shores, AL Orange Beach, AL
	2020 Cristobal	Harrison Co, MS	
	2018 Michael	Bay Co, FL Dauphin Island, AL	Panama City, FL Mexico Beach, FL
	2017 Irma	Lake Co, FL	
	2017 Harvey	Baytown, TX	Brazoria Co, TX
	2017 Nate	Dauphin Island, AL	
H2 Construction LLC (Waverly, MO) (ROW hauling, L & H, Stumps) 14 Activations 3 Activations in FL Master Subcontract # 14_219	2024 Helene	Thomas Co, GA	
	2024 Beryl	Bayou Vista, TX Hitchcock, TX	LaMarque, TX
	2022 Ian	Ormond Beach, FL	Ocoee, FL
	2018 Michael	Lynn Haven, FL	
	2017 Harvey	League City, TX	Nassau Bay, TX
	2017 Tornado	Hattiesburg, MS	
	2016 Matthew	Liberty Co, GA	Port Wentworth, GA
	2016 LA Flooding	Central, LA	
	2014 Ice Storm Ulysses	Greensboro, NC	
HDR Trucking LLC (Bamberg, SC) (PUSH, ROW Hauling, HaulOuts, L & H, Demo) 24 Activations 12 Activations in FL Master Subcontract # 14_219	2024 Beryl	Brazoria Co, TX	Brookside Village, TX
	2022 Ian	Kissimmee, FL	Ocoee, FL
	2022 SC Ice Storm Izzy	SCDOT	
	2020 Zeta	Harrison Co, MS	Gulfport, MS
	2018 Michael	Bay Co, FL Decatur Co, GA	Jackson Co, FL Bainbridge, GA
	2017 Irma	Brevard Co, FL Kissimmee, FL Lake Co, FL	Okeechobee Co, FL Polk Co, FL Sumter Co, FL
	2016 Matthew	Callawassie Island, SC Fripp Island, SC Hilton Head Island, SC	Hilton Head (POA) SC Windmill Harbour, SC
	2016 Hermine	Lean Co, FL	Tallahassee, FL
JTL & S Property Preservation (League City, TX) (ROW Hauling, L & H, White Goods, Freon Management) 46 Activations 20 Activations in FL Master Subcontract # 17_1020	2024 Milton	Clearwater, FL Dunedin, FL FDEM Ft. Myers Beach, FL Lee Co, FL	Oldsmar, FL Sanibel, FL Sarasota Co, FL St. Petersburg, FL Tarpons Springs, FL
	2024 Helene	Clearwater, FL St. Petersburg, FL	Tarpons Springs, FL
	2024 Beryl	Bayou Vista, TX	
	2022 Ian	Bonita Springs, FL Estero, FL FDEM Ft. Myers, FL	Ft. Myers Beach, FL Lee Co, FL Sanibel, FL
	2021 Ida	St. John the Baptist Parish, LA	
	2021 May Flooding	Lake Charles, LA	Calcasieu Parish, LA
	2020 Laura	Dequincy, LA Lake Charles, LA West Lake, LA Vinton, LA	Calcasieu Parish, LA Iowa, LA Sulphur, LA
	2020 TX Winter Storm	Friendswood, TX	
	2020 Tree work	Galveston Co, TX	
	2019 Marine work	Clean Harbors	
	2019 Tornado	Montgomery Co, TX	
	2017 Harvey	Alvin, TX Brazoria Co, TX Dickinson, TX Clear Lake Shores, TX Friendswood, TX League City, TX	La Marque, TX Nassau Bay, TX Seabrook, TX Webster, TX West Columbia, TX

Subcontractor	Storm Event	Work Location	
Last Pass Inc. (Miami, FL) (ROW Hauling, L & H, HaulOuts, PUSH) 10 Activations 9 Activations in FL Master Subcontract # 22_1883	2023 Idalia	Taylor Co, FL - Synergy	Ware Co, GA
	2022 Ian	Bonita Springs, FL Estero, FL Ft. Myers, FL FDEM	Ft. Myers Beach, FL Lee Co, FL Punta Gorda, FL Sarasota Co, FL
Lawn Rescue Plus (Miami, FL) (ROW Hauling, L & H, HaulOuts, Stumps) 52 Activations 21 Activations in FL Master Subcontract # 16_743	2024 Milton	Clearwater, FL Dunedin, FL Sarasota Co, FL	St. Petersburg, FL Tarpons Springs, FL
	2024 Helene	Clay Co, FL Lee Co, FL Liberty Co, GA	Garden City, GA Port Wentworth, GA Ware Co, GA
	2024 Beryl	Angleton, TX Brazoria, TX Dickinson, TX Montgomery Co, TX	Brazoria Co, TX LaMarque, TX Lake Jackson, TX
	2021 Ida	St. John the Baptist Parish, LA	Audubon Institute, LA
	2020 Sally	Baldwin Co, AL	
	2020 Laura	Lake Charles, LA West Lake, LA Vinton, LA	Calcasieu Parish, LA West Calcasieu Port, LA Iowa, LA
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2018 Michael	FL Dept. of Enviro. Protection	Panama City, FL
		Lynn Haven, FL	Parker, FL
	2018 Florence	Holly Ridge, NC	Onslow Co, NC
		Jacksonville, NC	Richlands, NC
		North Topsail Beach, NC	Swansboro, NC
	2017 Irma	Aventura, FL	FL Dept. of Env. Protection
		Brevard Co, FL	Miami, FL
		Cocoa Beach, FL	Miami Springs, FL
		Collier Co, FL	Sunny Isle Beach, FL
	2017 Harvey	Aransas Co, TX	
	2016 Matthew	Hilton Head Island, SC	Windmill Harbour POA, SC
	2016 Hermine	Leon County, FL	Tallahassee, FL
McCombs Tree Service (Rockledge, FL) (ROW Hauling) 12 Activations 8 Activations in FL Master Subcontract# 15_295	2024Milton	Brevard Co, FL Orange Co, FL	Winter Springs, FL
	2021 Ida	Biloxi, MS Maintenance	
	2018 Florence	Onslow Co, NC	Swansboro, NC
	2016 Matthew	Brevard Co, FL	Cocoa Beach, FL
	2016 Hermine	Leon Co, FL	Tallahassee, FL
	2015 Winter Strom	Raleigh, NC	
	2012 TS Beryl	Nassau Bay, FL	
Michael's Tree Services (Memphis, TN) (ROW Hauling, L & H, DMS Site Work) 12 Activations 8 Activations in FL Master Subcontract # 17_1042	2022 Ian	Sarasota Co, FL	Venice, FL
	2020 Sally	Fairhope, AL	AL DOT SW Region
	2018 Michael	Jackson Co, FL	
	2017 Irma	Lauderdale by the Sea, FL Lazy Lakes, FL Plantation, FL	Polk Co, FL Sunrise, FL Tarpon Springs, FL Wilton Manors, FL
New Gen Environmental Group / Bil-Jim Construction (Toms River, NJ) (ROW Hauling, Dredging, Demo, Waterway) 12 Activations 14 Activations in FL Master Subcontract # 17_1024 / 13_479	2021 Ida	State of New Jersey	
	2020 Zeta	Gulfport, MS	
	2020 Laura	Calcasieu Parish, LA	
	2018 Michael	Bay Co, FL	Panama City, FL
	2017 Irma	FL Dept. of Enviro. Protection	
	2017 Harvey	Montgomery Co, TX Dickinson, TX	Port Arthur, TX
	2016 Matthew	Fayetteville, NC	Raleigh, NC
	201-13 Sandy	State of New Jersey	
Reclaimit Enterprises (Greenville, TN) (PUSH, ROW Hauling, L & H,	2022 Ian	Apopka, FL Charlotte Co Public Schools, FL Estero, FL	Lee Co, FL Venice, FL Winter Garden, FL
	2020 Zeta	Audubon Institute, LA	

Subcontractor	Storm Event	Work Location	
HaulOuts) 19 Activations 10 Activations in FL Master Subcontract # 18_362	2020 Delta	Iowa, LA	
	2020 Sally	Orange Beach, AL Spanish Fort, AL	Gulf Shores, AL
	2020 Laura	Lake Charles, LA Sulphur, LA	Calcasieu Parish, LA
	2018 Michael	Jackson Co, FL Lynn Haven, FL	Panama City, FL Parker, FL
	2011 Irene	James City Co, VA	
Riccelli Enterprises (North Syracuse, NY) (HaulOuts) 15 Activations 10 Activations in FL Master Subcontract # 17_1099	2022 Ian	Edgewater, FL Ft. Myers, FL Ft. Myers Beach, FL	Lee County, FL Sanibel, FL Volusia Co, FL
	2020 Laura	Calcasieu Parish, LA	Lake Charles, LA
	2020 TN Tornado	Nashville/Davidson Co, TN	
	2018 Michael	Bay Co, FL Panama City, FL	Parker, FL Washington Co, FL
	2017 Harvey	Aransas Co, TX	San Patricio Co, TX
Statewide Tub Grinding/ WLW (Apopka, FL) (PUSH, ROW Hauling, Stumps, HaulOuts) 17 Activations 13 Activations in FL Master Subcontract # 15_616	2022 Ian	Venice, FL	
	2018 Michael	Apalachicola, FL Franklin Co, FL	Carrabelle, FL Parker, FL
	2017 Irma	Fort Myers, FL Lake Co., FL	Lee Co., FL Sanibel, FL
	2016 Matthew	Brevard Co, FL Ormond Beach, FL	Cocoa Beach, FL
	2008 Ike	Galveston Co, TX La Marque, TX	Texas City, TX Tiki Island, TX
	2005 Wilma	Ft. Lauderdale, FL	
Steadfast Services / Slick Machines (Cummings, GA) (ROW Hauling, Site Grinding, HaulOuts, Sand, Concrete) 5 Activations 1 Activation in FL Master Subcontract# 17_1031	2022 Ian	Lee Co, FL	
	2017 Harvey	Port Arthur, TX	
	2011 Deep Water Horizon Oil Spill	Obrien's BP Oil Spill AL	
	2008 Ike	Bolivar, TX	TX GLO
Waterfront Recovery LLC (Rockledge, FL) Waterway Debris 4 Activations 3 Activations in FL Master Subcontract # 17_966	2021 Laura -Waterways	Calcasieu Parish, LA	
	2018 Michael	FL Dept. Of Enviro. Protection	
	2017 Irma	FL Dept. Of Enviro. Protection	
	2016 Matthew	FL Dept. Of Enviro. Protection	

Company-owned/Leased Equipment

CrowderGulf maintains a large inventory of company-owned/leased equipment that is debris specific and available for immediate response to a disaster. Company-owned/leased equipment will be pre-positioned for emergency PUSH operations and dispatched to the disaster area immediately upon the receipt of a NTP to begin restoring critical services in Polk County as quickly as possible.

All equipment needed to restore Polk County after a disaster event will be immediately available upon NTP. This includes specialty equipment as needed to restore parks and other sensitive areas within the County without damaging property.

The following is a partial list of company-owned equipment available for use in any debris operation:

EQUIPMENT	UNITS
• Self-Loading Trucks; (130 – 160 cubic yards)	90
• Dump Trucks (16 yards – 50 yards)	153
• Rubber Tire Loaders (equipped with debris handling grapples)	26
• Rubber Tire and Track Equipped Excavators (with buckets and grapples)	18
• Pick-Up Trucks (equipped with portable phones for Foremen)	40
• Service Trucks	12
• Skid-Steer Loaders (equipped with buckets and grapples)	20
• Cherrington Beach Cleaners 4500 & 4500 XL	5
• Stationary Power Screens – (sand screener)	2
• Diamond Z 14' Tub Grinders	6
• Shallow and deep-water boats equipped with latest sonar and photo equipment	4
• Barges, tugs and large boats for heavy marine debris removal	4

Equipment Rental Agreements

CrowderGulf also maintains active accounts with all major national equipment rental companies to supplement equipment needs as may be required (i.e. Beard, Hertz, Caterpillar, John Deere, United Rental, Sunbelt, etc.).

All equipment shall meet all federal, state and local regulations.

Additional Equipment Information

- All equipment used for this contract will be rubber wheeled, or rubber tracked unless otherwise approved by the County.
- To the maximum extent possible, CrowderGulf and its subcontractors shall use self-loading trucks with grapples or grapple attachments. Hand loading will not be permitted.
- No subcontractor will be allowed to solicit work from private citizens while assigned to the contract.
- No equipment assigned to this contract will be used for any other contract work.
- All trucks will be marked with proper signage. The lettering will be 3 inches in height or greater to allow for readability and clarity.

Our equipment list has been provided at the end of this Section.

Anticipated Outside Support/Subcontractor Equipment

CrowderGulf's has developed a Nationwide Database of Approved and Trusted Subcontractors & Vendors. It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in compliance with **44 CFR 206.10**. We also try to employ a percentage of qualified Minority Business Enterprise (MBE) subcontractors. In previous disaster activations, CrowderGulf has pre-positioned manpower and equipment to provide immediate response. The table below provides the number of subcontractors, and their equipment listed in our database, in relation to the State of Florida.

Florida Subcontractor Statistics	Regional	FL	US. 2026
Florida Subcontractor Statistics	165	1030	3393
Florida Subcontractor Statistics	**Regional**	**FL**	**US. 2026**
Dump Trucks (16-65)	1787	5408	19576
Self-Loaders 30 - 90 CY/90-170 CY	339	1168	7652
Tub Grinder 800+HP	23	144	635
Horizontal Grinder 800+HP	2	21	37
Service Trucks, w/fuel, tools	7	203	325
Wheel Loader 50hp – 150hp	398	1835	5964
Mini Excavator, w/thumb or grapple	12	122	200
Excavators	262	1505	7149
Skid steer 40 hp – 80 hp	471	2239	9176
Bucket Trucks	489	960	3714
Chipper, with 12 inch minimum	58	326	1657
Dozers,2-3 yd blade/root rake blade D7	242	1063	3785
Grader, Motor, 12 ft blade 130-140hp	22	172	790
C&D Walking Floor 80-110 CY	112	502	2152
Mulch Trailer 80-110 CY	137	430	1561
Water Truck	45	236	1025
Pick up w/ dump trucks	277	1639	5484
Trailer Mounted floodlight	48	673	2422
Low-bed Trailer w/ tractor	77	2232	1025
5-ton Pickup truck	336	323	1800
Vacuum Trucks	5	107	1656
Barges	4	174	1278
Work Boats	49	234	1427
Air Curtain Burner	29	260	385

Florida Subcontractor Statistics	Regional	FL
Small Business	115	751
M/WBE, HUB, SDB or Veteran Certified	84	556
Push Crews	87	482
Debris Haulers	138	861
Marine Debris	2	33
Haul Outs	19	129
Grinding	8	79
Tree Work	27	180



CROWDER GULF

EQUIPMENT



CrowderGulf Equipment List

Self Loader Debris Trucks with trailer (Min 130 CY capacity)

Year	Make	Model	Vin#
2025	Peterbilt	367 Debris Combo	1NPCX4EX1SD702399
2025	Peterbilt	367 Debris Combo	1NPCX4EXXSD716608
2025	Peterbilt	367 Debris Combo	1NPCX4EX8SD716610
2025	Peterbilt	367 Debris Combo	1NPCX4EX6SD702401
2025	Peterbilt	367 Debris Combo	1NPCLP0X2SD702299
2025	Peterbilt	367 Debris Combo	1NPCLP0X5SD702295
2025	Peterbilt	367 Debris Combo	1NPCLP0X1SD736072
2025	Peterbilt	367 Debris Combo	1NPCLP0X8SD736067
2025	Peterbilt	367 Debris Combo	
2025	Peterbilt	367 Debris Combo	1NPTX4EX2SD689274
2025	Peterbilt	567 Debris Combo	1NPCX4EX4SD702414
2025	Peterbilt	567 Debris Combo	1NPCX4EX6SD702415
2025	Peterbilt	567 Debris Combo	1NPCX4EX8SD702416
2024	Peterbilt	367 Debris Combo	1NPTX4EX8RD689273
2024	Peterbilt	367 Debris Combo	1NPTX4EX9RD671896
2024	Peterbilt	367 Debris Combo	1NPTX4EX0RD680051
2024	Peterbilt	367 Debris Combo	1NPTX4EX0RD671897
2024	Peterbilt	367 Debris Combo	1NPTX4EX7RD671895
2024	Peterbilt	367 Debris Combo	1NPTX4EX0RD897888
2024	Peterbilt	367 Debris Combo	1NPTX4EX9RD897887
2024	Peterbilt	367 Debris Combo	1NPTX4EX5RD897885
2024	Peterbilt	367 Debris Combo	1NPTX4EX7RD897886
2023	Peterbilt	367 Debris Combo	1NPTX4EX0PD801027
2023	Peterbilt	367 Debris Combo	1NPTX4EX2PD801028
2023	Peterbilt	367 Debris Combo	1NPTX4EXXPD868427
2023	Peterbilt	367 Debris Combo	1NPTL40X4PD813636
2023	Peterbilt	367 Debris Combo	1XPTD40X7PD868424
2022	Peterbilt	367 Debris Combo	1NPTX4EX3ND792612
2022	Peterbilt	368 Debris Combo	1NPXL40X1ND808991 300654
2022	Kenworth	T880	1NK-ZXPTX-4-NJ478698
2022	Peterbilt	367 Debris Combo	1NPTX4EX1ND792613
2021	Peterbilt	367 Service Truck	1NPTH47X6MD765477
2021	Peterbilt	367 Debris Combo	1NPTX4EX3MD764907
2021	Peterbilt	367 Debris Combo	1NPTX4EX3MD764908
2021	Peterbilt	367 Debris Combo	1NPTX4EX3MD764909
2021	Peterbilt	367 Debris Combo	1NPTX4EX3MD764910
2021	Peterbilt	367 Debris Combo	1NPTX4EX3MD764911

Self-Loader Debris trucks with Trailer (continued)			
2021	Peterbilt	367 Debris Combo	1XPTD40X3MD766243
2021	Peterbilt	367 Debris Combo	1NPTX4EX0MD736899
2021	Peterbilt	367 Debris Combo	1NPTX4EX3MD736900
2021	Peterbilt	367 Debris Combo	1NPTX4EX2MD749914
2021	Peterbilt	367 Debris Combo	1NPTX4EX4MD749915
2020	Peterbilt	367 Debris Combo	1NPTX4EX7LD640346
2020	Peterbilt	367 Debris Combo	2NPTX4EXXLM673996
2020	Peterbilt	367 Debris Combo	2NPTX4EX1LM673997
2020	Peterbilt	367 Debris Combo	1XPTD40X4LD688053
2020	Peterbilt	367 Debris Combo	1XPTD40X4LD723562
2020	Peterbilt	367 Debris Combo	1XPTD40X6LD722672
2020	Peterbilt	367 Debris Combo	1NPTX4EX7LD722674
2020	Peterbilt	367 Debris Combo	1NPTX4EX9LD722675
2020	Peterbilt	367 Debris Combo	1NPTX4EX5LD723564
2020	Peterbilt	367 Debris Combo	1NPTX4EX3LD723563
2020	Peterbilt	367 Debris Combo	1NPTX4EX7LD723565
2020	Peterbilt	367 Debris Combo	1NPTX4EX1MD754781
2020	Peterbilt	367 Debris Combo	1NPTX4EX3MD754782
2020	Peterbilt	367 Debris Combo	1XPTD40X5MD762288
2019	Peterbilt	567 Debris Combo	1NPCL40X1KD614651
2019	Peterbilt	567 Debris Combo	1NPCL40X8KD614646
2019	Peterbilt	567 Debris Combo	1NPCL40XXKD614647
2019	Peterbilt	567 Debris Combo	1NPCL40X3KD614652
2019	Peterbilt	567 Debris Combo	1NPCL40X0KD614639
2018	Peterbilt	389 Debris/Combo	1XPXD40X1JD452166
2018	Peterbilt	389 Debris/Combo	1XPXDP0X8JD480600
2018	Peterbilt	367 Debris/Combo	1NPTXX4EX8JD488588
2018	Peterbilt	367 Debris/Combo	1NPTX4EX3JD492774
2018	Peterbilt	367 Debris/Combo	1NPTX4EX5JD492775
2018	Peterbilt	389 Debris/Combo	1XPXD40X3JD498730
2017	Peterbilt	389 Debris/Combo	1XPXP4TX4HD408644
2017	Peterbilt	367 Debris/Combo	1NPTX4EX9HD412906
2017	Peterbilt	367 Debris/Combo	1NPTX4EX5HD449323
2016	Peterbilt	367 Debris/Combo	1NPTX4EX7GD292571
2015	Kenworth	T800 Debris/Combo	1XKDD49X5FJ436315
2014	Peterbilt	367 Debris/Combo	1NPTX4EX4ED237394
2013	Peterbilt	367 Debris/Combo	1NPTX4EX7DD178887
2013	Peterbilt	389 Debris/Combo	1XPXD49X4DD192224

Skid Steer Loaders			
Year	Make	Model	Vin#
2023	Caterpillar	279D2	LRB905677
2023	Caterpillar	279D3	RB905500
2022	Caterpillar	279D3	RB903797
2020	Caterpillar	277C	CAT0277CTJWF00578
2019	CAT	279D	CAT0279DARB901109
2019	Caterpillar	279D	CAT0279DEGTL06966
2019	Caterpillar	279D	CAT0279DEGTL06966
2018	Cat	299D	CAT0299DLFD203290
2016	Cat	279D	CAT0279DEGTL03016
2011	Bobcat	T300	525415845
2010	Caterpillar	268B	CAT0268BJLBA01424
2010	Caterpillar	299C HF	MBT01588
2008	JD	650-J	T0650JX173003
2007	Caterpillar	262B	PDT01685
2006	Daewoo	155XL	AG00211
2006	Bobcat	T190	531614194
2006	Caterpillar	246B	CAT0246BLPAT03480
2006	Bobcat	T300	530012266
2005	Bobcat	T300	521912526

Grinders			
Year	Make	Model	Vin#
2024	Diamond Z	8000 Tub 4030	1D9FX4606RC834030
2023	Diamond Z	7000TKS	1D9FX5208PC834006
2022	Diamond Z	7000 Horizontal 4004	1D9FX5208NC834004
2023	Diamond Z	7000 Tire Horizontal 4070	1D9FX4831PC834070
2023	Diamond Z	6000 Horizontal 4043	1D9FX4506PC834043
2020	Diamond Z	Horizontal/tracks	1D9FX5202MC834009
2021	Diamond Z	Tub	1D9FX460XNC834025
2020	Diamond Z	1463B Tub Grinder	1D9FX483XLC834223
2020	Diamond Z	7000TKT	1D9FX520MC834008
2021	Diamond Z	DZH 7000	1D9FX4733MC834064
2021	Diamond Z	DZH 7000	1D9FX4739MC834067
2019	Diamond Z	DZH 7000	1D9FX4638KC834059

Excavators			
Year	**Make**	**Model**	**Vin#**
2023	Caterpillar	320 Long Reach	MYK21337
2023	Caterpillar	330/Grapple	LHW30098
2023	Caterpillar	305	5G503261
2023	Caterpillar	325/Thumb	HTEL30327
2022	Caterpillar	325	TEL11060
2022	Caterpillar	320 Long Reach	MYK11404
2022	Caterpillar	335	XBE00717
2021	Caterpillar	309	GG901074
2021	Caterpillar	335	XBE00431
2021	Caterpillar	330 Long Reach	WCH10744
2021	Caterpillar	325	TEL10067
2019	Caterpillar	309CR	CAT00309CGG900247
2019	Caterpillar	335FLCR	CAT0335FTSGJ20670
2018	John Deere	345G	1FF345GXVJF020041
2018	Caterpillar	335FL	SGJ20224
2018	Caterpillar	335FL	SGJ20224
2017	John Deere	60G Mini	1FF060GXKGJ288041
2017	CAT	308	308E2CRSB-FJX08636
2017	John Deere	245G	1FF245GXCHF800280
2016	John Deere	210G	1FF210GXHGF523928
2014	John Deere	300G	1FF300GXHDF710007
2008	Kubota	KX913R1S	31194
2007	Cat	328D LCR	GTN139
2007	Cat	302.5	CAT3025CJGBB01604
2006	John Deere	120-C	FF120CX035517
2006	Kubota	U35SS	30398
2006	Kubota	U35SS	30251
2006	Cat	320CL	PAB4383
2006	Kobelco	SK70SR-1E	YT0408468
2005	CAT	325CL	CAT0325CVCRB01486
2005	CAT	M318C	CATM318CKBC201044
2005	CAT	325CL	CAT0325CEBFE01812
2005	Komatsu	PC35 MR-2	KMTPC096T05006313
2004	Kobelco	SK70SR	YT01-03382
2004	Komatsu	200	KMTPCO49K87C5037
2004	Hyundai	R55W3	10014
2004	CAT	330CL	DKY 02901
2004	CAT	320	PAB01355
2003	CAT	325CL	CRB00550

Wheel Loaders			
Year	Make	Model	Vin#
2024	Caterpillar	908M	MZ800709
2024	Caterpillar	908M	MZ800888
2024	Caterpillar	908M	MZ801030
2024	John Deere	724P	1DW724PAARLX24066
2023	Caterpillar	908	MZ800326
2023	Caterpillar	908	MZ800324
2023	Caterpillar	908M	MZ800600
2022	John Deere	304L	1LU304LXPZB056532
2022	John Deere	304L	1LU304LXPZB065327
2021	Caterpillar	908M	MCH8804997
2021	John Deere	724P	1DW724PAKMLZ12430
2021	John Deere	644P	1DW644PAJMLZ12094
2021	Caterpillar	908M	MEH8804951
2021	Caterpillar	908M	MEH8804951
2020	Caterpillar	908M	H8804534
2020	John Deere	304L	1LU304LXTZB065410
2020	CAT	908M	H8804484
2020	CAT	938M	J3R08835
2020	CAT	908M	CAT0908MEH8804366
2020	CAT	908M	CAT0908MCH8804417
2020	John Deere	624L	1DW624LZCKF701582
2020	Caterpillar	908M	H8804534
2020	John Deere	724L	1DW724LZALL705763
2020	John Deere	750L	1T0750LXAMF391506
2020	CAT	938M	P5K00934
2019	CAT	908M	H8802418
2019	John Deere	644K	1DW644KZCKF700623
2019	Kubota		11213
2018	John Deere	724K	1DW724KZCJF692256
2018	CAT	908M	CAT0908MKH8803210
2018	CAT	908M	CAT0908MHH8803653
2018	John Deere	724K	1DW724KZCJF692256
2018	CAT	908M	CAT0908MCH8802397
2017	John Deere	624K	1DW624KZCGF674473
2017	John Deere	624K	1DW624KZLGF676803
2017	CAT	908M	CAT0908MCH8801198
2017	CAT	908M	H8800928
2017	John Deere	644K	1DW644KZJHF680047
2016	CAT	908M	CAT0908MJH8801071

Dozers			
Year	**Make**	**Model**	**Vin#**
2024	CAT	D2	XKR04394
2023	CAT	D5	Z6A01969
2023	John Deere	750L	1T0750LXHPF453106
2022	CAT	D1	XKL00610
2022	CAT	D6	SGG01366
2022	CAT	D6	SGG01365
2021	John Deere	700L	1T0700LXMF403551
2021	CAT	D3	XKY00651
2019	Caterpillar	D6T	RDC00436
2011	CAT	D3K LGP	LLL00382
2011	CAT	D3K LGP	LLL00388
2011	John Deere	450-J LGP	T0450JX181468
2011	John Deere	650-J	T0650JX173003
2010	CAT	D5K LGPARO	CAT00D5KJYYY00703
2008	Komatsu	D39PX-22	3059
2008	CAT	D3K LGP	LLL00568
2006	John Deere	450-JLT	T0450JX122072
2006	CAT	D3GLGP	BYR01437
2005	John Deere	450-J	T0450JX104665
2005	John Deere	650J	T0650JX111587
2005	CAT	D6R	AAX01404
2005	CAT	D5N	AKD1461
2004	CAT	D3JXL	CAT00D3GCJMH00732
2004	CAT	D6N	CAT00D6NVALY00800
2004	John Deere	550H	T0550HX937488
2001	John Deere	450J	T0450JX103785
1999	John Deere	450H	T0450HX922582

Specialty Debris Removal Equipment			
Year	**Make**	**Model**	**Vin#**
2025	Sennobogen	2278	718.0.2278
2024	Peterson	5710D 2911	40E-351-2911
2023	Sennebogen	2273	718.5.2273
2023	Sennobogen	2279	718.5.2279
2022	Ponsse	Buffalo 8W	A081582
2021	Ponsse	Elephant	A180237
2021	Ponsee	Buffalo 1324	A081324
2021	Ponsee	Ergo 0108	A220108
2021	Ponsee	Buffalo 1349	A081349
2020	Ponsee	Buffalo King	A120263
2020	Ponsee	Buffalo	A081136
2020	Ponsse	Cobra 8W	A260071
2019	Ponsee	Ergo	A220025
2019	Ponsee	Buffalo King	A120208
2018	Ponsee	Harvester	A220033
2018	Ponsse	Buffalo King 8W	PONS24GATAA120072

Fork Lifts			
Year	**Make**	**Model**	**Vin#**
2019	Caterpillar	DP40N1	
2018	Caterpillar	TL943D	MLJ00715
2004	CAT	480F	9NF00558
2007	Yale	543372	GLP11MCNSB098
2001	CAT	2EC20	A2F0260387
2002	CAT	V60B	52J00932
2007	CAT	TH63	5WM03130
2001	CAT	GC25	4EM04516
2005	JCB	930	SLP930025E0824674

Generators			
Year	Make	Model	Vin#
2020	Allmand 65 Generator	65KW	4TCSU6526KHT14494
2020	Allmand 65 Generator	65KW	4TCSU6524KHT14493
2020	Allmand 45 Generator	45KW	23-000459
2020	Allmand 45 Generator	45KW	23-000458
2020	Allmand 45 Generator	45KW	133E100092
2020	Allmand 45 Generator	45KW	133E100071
2015	CAT	440KW	CAT00C15ELNA02377
2015	CAT	440KW	CAT00C15KLNA02420
2013	Honda	6500Watt	EAPC-1010707
2011	Generac	97A06245-S	2038141
2011	Magnum	MMG55FH 45kW	800390
2011	Magnum	MMG35FH 25kW	73344, 73345, 73318
2007	Miller Bobcat	250NT	LC574759
2006	Miller Bobcat	250NT	LE209010
2006	Miller Bobcat	250NT	LF205099

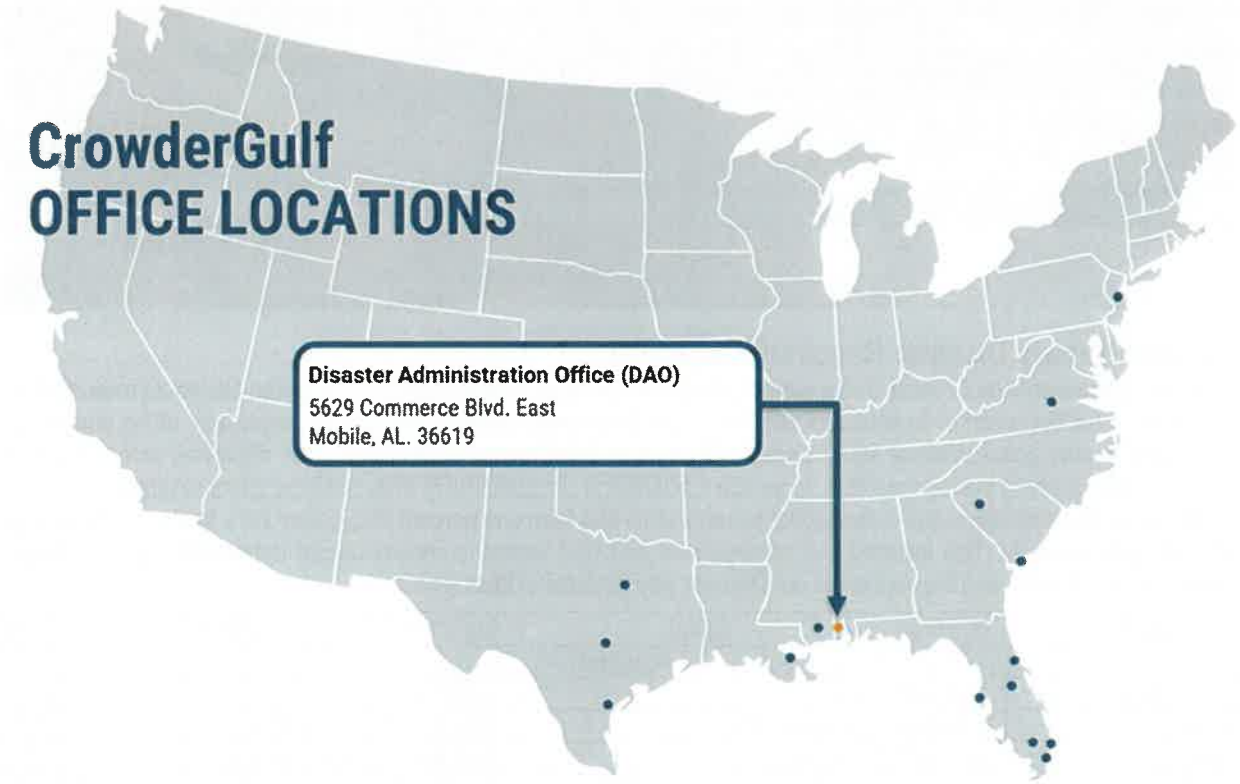
Fuel Trucks			
Year	Make	Model	Vin#
2022	Thunder Creek	Fuel Trailer	56ZL1UJ23NP001252
2022	Thunder Creek	Fuel Trailer	56ZL1UJ26NP001410
2015	Kenworth	Fuel Truck	2NKHLJ9X1FM450167

Water Trucks			
Year	Make	Model	Vin#
2022	Freightliner	Water Truck	3ALACWFC9PDNY9913
2022	Freightliner	Water Truck	1FVACWFC1PHNT3832
2015	International	Water Truck	1FVACXDUXGHGZ0246
2006	International	Water Truck	1HTMMAAM86H154871

Barges				
Size	***Type***	***Material***	***Capacity***	***Notes***
24'x8'	Debris Barge	Fiberglass	8,000 lbs.	Shallow Draft Barge
28'x8.5'	Debris Barge	Aluminum	12,000 lbs.	Shallow Draft Barge
30'x10'	Debris Picker Barge w/ Grapple	Steel	14,000 lbs.	Shallow Draft Barge
30'x10'	Debris Picker Barge w/ Grapple	Fiberglass	14,000 lbs.	Shallow Draft Barge
30'x10'	Debris Picker Barge w/ Grapple	Aluminum	14,000 lbs.	Shallow Draft Barge
40'x8'	Pin-Together Barge	Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge	Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge	Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge	Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge	Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge	Steel	10,000 lbs.	Deck Barge
40'x8'	Pin-Together Barge	Steel	10,000 lbs.	Deck Barge
40'x11'	Debris Picker Barge w/ Grapple	Steel	20,000 lbs.	Shallow Draft Barge
48'x12'	12" Hyd Dredge	Steel	N/A	15' Dredging Depth - 36" Pump
50'x20'	Spud Barge	Steel	40,000 lbs.	Shallow Draft Spud Barge
55'x11'	Debris Picker Barge w/ Grapple	Steel	24,000 lbs.	Shallow Draft Barge
120'x30'	Deck Barge	Steel	150 Tons	Deep Draft Barge
120'x30'	Deck Barge	Steel	150 Tons	Deep Draft Barge
120'x30'	Spud Barge w/ Crane	Steel	150 Tons	Deep Draft Barge

Availability and Assurances

Due to the uncertainty of disaster related events, it is difficult to predict when a contract activation will occur. Regardless of the number of contracts CrowderGulf has activated after a disaster, in 50+ years, we have never failed to meet a client's contract requirements for equipment, resources and personnel. Having an experienced management team, a large pool of company owned equipment and operators, a nationwide database of trusted and experienced subcontractors and agreements with national rental companies, allows CrowderGulf the ability to assure the County that we can and will meet your disaster response needs. We are committed to providing the County with priority service, quality performance and onsite management. We will work as a team with you and your representatives to successfully restore the County to some sense of normalcy, following all FEMA regulations and within the designated timeline established by the County's contract. The severity of the disaster will determine how many employees will be assigned to a specific client. Depending on the scope of the disaster, CrowderGulf will use a combination of company crews and subcontractors to perform work. We will begin with CrowderGulf personnel and local resources and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to ensure the County that we can effectively manage and handle the disaster effort. CrowderGulf will adjust assets as required to optimize operations.





Current Primary Disaster Recovery Contracts

The chart below contains CrowderGulf's current pre-event contracts held throughout the United States. CrowderGulf is committed to fulfilling each of its contracts with the same unwavering attention and service, regardless of the number of activations for any given event or storm season. Our proven track record demonstrates the expertise, resources, and personnel necessary to manage multiple, large-scale activations simultaneously while ensuring client satisfaction.

At the time of this solicitation, our active workload represents less than one percent of CrowderGulf's total operational and administrative capacity. This includes our management and field teams, company-owned debris removal equipment, subcontractor network, and the support of our Disaster Administration Office (DAO).

Client	Duration	Client	Duration	Client	Duration
ALABAMA					
AL DOT – SW Region, Mobile	2025-2030	Atmore (City)	2025-2030	Baldwin County	2024-2027
Daphne (City)	2025-2028	Evergreen (City)	2024-2029	Fairhope (City)	2025-2028
Gulf Shores (City)	2023-2026	Mobile (City)	2025-2031	Tuscaloosa (City)	2024-2027
FLORIDA					
Aventura (City)	2021-2026	Brevard County	2023-2028	Casselberry (City)	2023-20029
Clay County	2019-2026	Clearwater (City)	2024-2028	Cocoa (City)	2021-2027
Cocoa Beach (City)	2021-2026	Coral Springs Improvement Dist.	2024-2029	Edgewater (City)	2021-2026
Estero (Village)	2024-2028	Fort Myers (City)	2024-2029	Golf (Village)	2022-2028
Juno Beach (Town)	2022-2028	Jupiter (Town)	2022-2028	Kissimmee (City)	2025-2030
Lantana (Town)	2022-2028	Lauderdale-By-The-Sea (Town)	2023-2030	Lee County	2022-2032
Levy County	2024-2029	Lynn Haven (City)	2025-2032	Manalapan (Town)	2022-2028
Miami Gardens (City)	2024-2030	Ocala (City)	2023-2028	Ormond Beach (City)	2021-2026
Panama City (City)	2022-2027	Panama City Beach (City)	2023-2028	Parkland (City)	2024-2033
Pembroke Pines (City)	2021-2026	Plantation (City)	2025-2035	Pompano Beach (City)	2024-2034
Sanibel (City)	2024-2031	Sebastian (City)	2024-2029	South Daytona (City)	2019-2029
Stuart (City)	2023-2028	Sunrise (City)	2020-2030	Tarpon Spring (City)	2023-2030
Tequesta (Village)	2022-2028	Venice (City)	2024-2029	Washington County	2025-2035
Wilton Manors (City)	2017-2026	Winter Springs (City)	2023-2028		

Client	Duration	Client	Duration	Client	Duration
GEORGIA					
Columbus (City)	2022-2027	Liberty County	2024-2029	Port Wentworth (City)	2022-2027
Savannah (City)	2025-2030	Ware County	2025-2030		
LOUISIANA					
Acadia Parish Policy Jury	2023-2029	Alexandria (City)	2024-2027	Audubon Nature Institute	2022-2026
Calcasieu Parish	2023-2027	Lake Charles (City)	2023-2028	St. John the Baptist Parish	2021-2029
Sulphur (City)	2023-2028	Washington Parish	2025-2027	Westlake (City)	2025-2030
MISSISSIPPI					
Gulfport (City)	2025-2029	Hattiesburg (City)	2023-2027	Jackson County	2023-2028
Moss Point (City)	2024-2027	Pascagoula (City)	2023-2027		
MISSOURI					
Greene County	2019-2026	Springfield (City)	2021-2025		
NEW JERSEY					
State of New Jersey	2024-2029	State of New Jersey - Waterway	2019-2025		
NORTH CAROLINA					
Calabash (Town)	2023-2026	Duplin County	2025-2030	Fayetteville (City)	2024-2030
High Point (City)	2024-2029	Jacksonville (City)	2023-2030	North Topsail Beach (Town)	2022-2027
Pender County	2023-2029	Raleigh (City)	2021-2026	Surf City (Town)	2019-2025
Topsail Beach (Town)	2019-2029				
SOUTH CAROLINA					
Dorchester County	2021-2026	Greenville (City)	2022-2027	Hilton Head Island (Town)	2024-2029
HH Private Communities	2024-2029				
TENNESSEE					
Davidson County	2021-2026	Nashville County	2021-2026		
TEXAS					
Addison (Town)	2022-2026	Alvin (City)	2021-2031	Angleton (City)	2022-2027
Aransas County	2022-2027	Bayou Vista (City)	2025-2030	Baytown (City)	2024-2027
Brookside Village (City)	2023-2027	Carrollton (City)	2022-2027	Chambers County	2022-2027
Collin County	2025-2030	Deer Park (City)	2025-2028	Dickinson (City)	2022-2027
Farmers Branch (City)	2020-2027	Friendswood (City)	2022-2026	Galveston County	2022-2027
Georgetown (City)	2023-2028	Hitchcock (City)	2021-2028	Iowa Colony (City)	2022-2027
Lake Jackson (City)	2022-2027	League City (City)	2022-2027	Manvel (City)	2023-2029
Mont Belvieu (City)	2023-2028	Montgomery County	2023-2028	Nueces County	2021-2026
Pasadena (City)	2025-2030	Rowlett (City)	2022-2027	San Patricio County	2025-2030
Terrell (City)	2024-2029	Tyler (City)	2024-2028	Williamson County	2024-2030
VIRGINIA					
Commonwealth of Virginia	2022-2027	Hampton Roads Sanitation District	2024-2029	James City Co. (2 contracts)	2019-2029
Newport News (City)	2023-2028	Norfolk (City)	2024-2029	VPPSA – Pre-Qualified Contractor	2023-2028

Principles of Project Management

Standards

CrowderGulf conducts all debris operations to meet or exceed all regulations and program standards of FEMA Public Assistance Program and Policy Guide, Version 5.0, Effective January 6, 2025 (incorporating FEMA 325 Debris Management Guide and FEMA 327 Debris Monitoring Guide), the Occupational Safety and Health Administration, the Environmental Protection Agency, and all other local, state and federal agencies.

Responsiveness

CrowderGulf will be in contact with the County's Debris Manager at least 48-72 hours prior to a tropical storm and/or hurricane making landfall or immediately upon the occurrence of any debris generating event within Polk County.

- Within 12 hours of receiving a NTP CrowderGulf will have our management team report to the County representative for operations planning and mobilization of personnel and equipment.

- Mobilization for PUSH operations will begin within 12-24 hours of NTP.
- Within 48 hours of initial NTP, crews will be fully operational and hauling debris.
- Within 72 hours of the NTP, a DMS is fully operational for reduction and disposal of debris.
- Crews will maintain full debris hauling operational capacity, seven days a week during daylight hours, until completion of the project, to the satisfaction of Polk County.
- The DMS may, if required to meet the needs of the County, operate 24 hours per day.

Reimbursement Assistance

CrowderGulf's debris management staff consists of previous FEMA Regional Directors and Deputy Directors, County and County Emergency Management Directors and emergency operations personnel with over 20± years of experience in working State and Federal Disaster Declarations. CrowderGulf is prepared to share its knowledge and experience concerning reimbursement matters with County personnel to obtain maximum reimbursement by utilizing accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist with:

- Estimating debris volumes for initial damage assessment
- Developing Project Worksheets/Damage Survey Reports
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process and reviewing all records to assure that they meet federal and state reimbursement guidelines
- Orientating and training Polk County personnel on requirements for quality and quantity of required documentation
- Closeout and final audit
- Hazard Mitigation Planning efforts
- FEMA Disaster Assistance policy changes

Corporate Support On-Site Operations

Daily operational decisions and daily communications with Polk County will be facilitated by the CrowderGulf on-site Management team. If needed, one or more field offices will be set up immediately upon NTP. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations. The Team will be fully reinforced at all levels by logistical support, records management/storage, report development and other operations at CrowderGulf's main office in Mobile, Alabama.

On-Site Project Management

CrowderGulf utilizes National Incident Management Systems (NIMS) principles in our command structure, planning, operations, logistics and administration. This will not only facilitate an easy interface with the County's Emergency Operations Center but also ensures maximum quality control by limiting the span of supervision for individual field managers.

Pre-Planning - Readiness Planning and Training

On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions. In addition, our Debris Reduction specialists will be available to review and advise on potential Debris Management Sites. Preparedness training will be tailored to Polk County needs and requests.

Audio/Visual Presentations

CrowderGulf has the capability to generate audio and video presentations to help the County communicate necessary information to the public or to document the overall operation. One of our first tasks is to video all the existing conditions. This is typically done during the initial damage assessment. Please visit our website to see some of our previous video documents.

Please view our website @ www.crowdergulf.com for more information

Debris Management and Operations Plan

The CrowderGulf **Debris Management and Operations Plan** establishes an early appraisal of disaster damage, moves trained and well-equipped crews into affected areas in the shortest time possible and follows a disaster-specific work plan. This ensures that our personnel and equipment will be mobilized and in place of removing and reducing debris in the most efficient and effective manner and with the least possible impact to citizens.

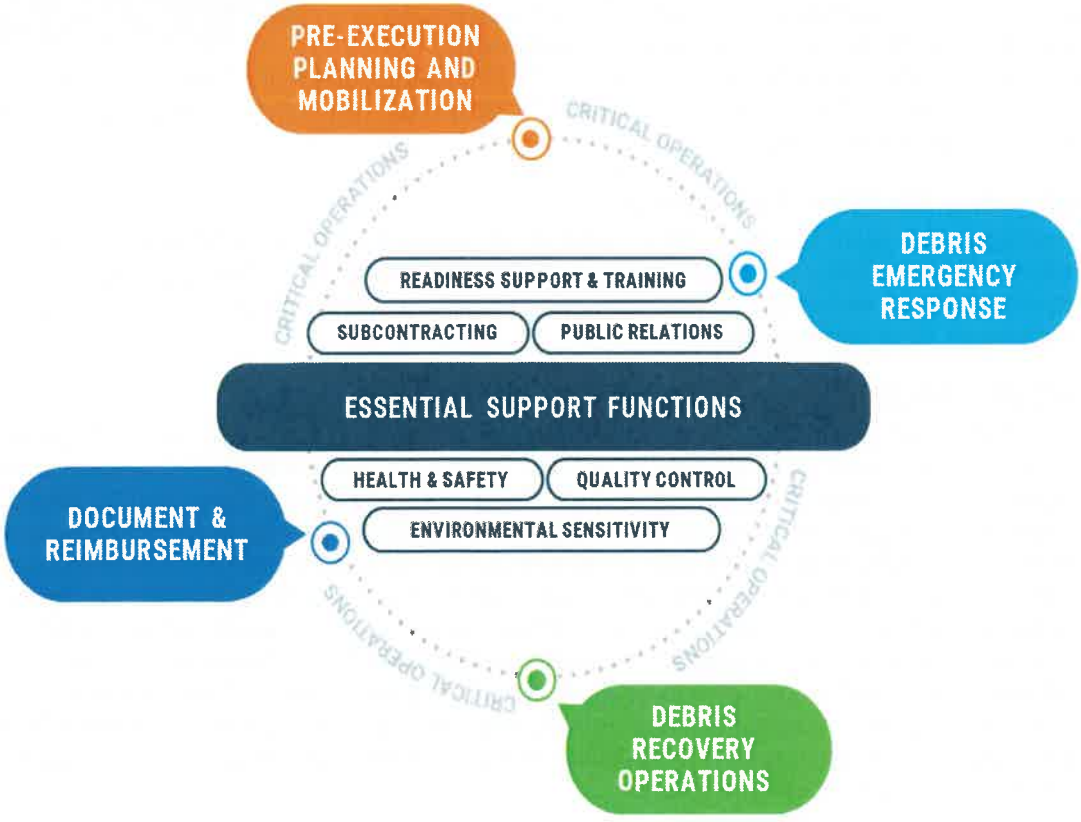
The amount of damage that occurs during a natural disaster and the effort required to restore the affected areas varies with each situation. CrowderGulf's comprehensive **Debris Management and Operations Plan is a flexible strategy that integrates Critical Operations and Essential Support Functions** to ensure the most efficient and cost-effective debris management for Polk County. These Operations and Functions are identified below and fully defined in the following sections. Each is integral to a comprehensive debris management effort.

Critical Operations *(action items that are set in motion by an event)*

- Pre- Execution Planning and Mobilization
- Debris Emergency Response
- Debris Recovery Operations
- Documentation and Reimbursement

Essential Support Functions *(support functions for Critical Operations)*

- Readiness Support and Training
- Subcontracting
- Quality Control
- Health and Safety
- Environmental Sensitivity
- Public Relations



The **Debris Management and Operations Plan** was developed with only one objective – **to assist Clients that have suffered the effects of a disaster return to normal as quickly, as efficiently and as inexpensively as possible.** The Plan's components have been the cornerstone of CrowderGulf's disaster relief efforts for the past 50 years. When an event is likely to occur, all stakeholders are put on alert and resources are marshaled. Immediately after the event occurs, Mobilization of personnel and equipment resources begins in anticipation of the initial Debris Emergency Response or "PUSH" period. As additional resources flow to the impacted areas, Debris Recovery Operations – the most demanding phase - is initiated. This is the phase in which CrowderGulf delivers what it has promised and makes certain that debris is removed and reduced as quickly and as efficiently as possible. Throughout the operation, the Documentation of all work must be completely and accurately documented for Reimbursement to occur.

The four Critical Operations described here - **Mobilization, Debris Emergency Response, Debris Recovery Operations and Documentation and Reimbursement** - form the central core of the CrowderGulf Debris Management and Operations plan. These elements are supported and enabled by six Essential Support Functions. Although not as visible during the debris management process, each support function - **Readiness Support and Training, Subcontracting, Quality Control, Health and Safety, Environmental Sensitivity, and Public Relations,** - is fundamentally important to CrowderGulf being able to provide a successful debris management effort. All these elements are discussed briefly in the following sections.



CRITICAL OPERATIONS

➢ Pre-Execution Planning and Mobilization

Alert and Team Notifications

If there is advanced notice (i.e., a hurricane), this phase will commence as soon as a disaster appears to be a credible threat to Polk County. The CrowderGulf call-down list will be checked to verify accuracy. The CrowderGulf Director of Operations will assess the information received from the National Weather Service and in consultation with Pok County's Debris Manager will determine the necessity for a full notification action. If it is determined that notification is needed, he will direct activation of the CrowderGulf Calling Plan with stand-by instructions for individual contractors/subcontractors to be notified.

Preparation and Pre-Execution Planning

Based on the high probability of a known event, the Director of Operations (DO) will direct initial preparation of manpower and equipment. He will inform all responding personnel as to situation status, departure, tasking and assets to mobilize. The Director of Operations will manage the commencement of mobilization, the tasking of the support units, and the dispatch of managers, crews and equipment.

CrowderGulf's Mobilization of Resources

CrowderGulf shall contact the County's Debris Manager for a minimum of 48 hours prior to a hurricane event or immediately upon the occurrence of a major disaster or debris generating event in which there is no advance warning. Mobilization will take place immediately upon receipt of a NTP and in accordance with requirements as defined by the County's Debris Manager. Within 24-48 hours of receiving the NTP, CrowderGulf management team will be working on site with the County and its Debris Manager to begin planning the required mobilization and operations for debris removal. Debris removal from streets and roads ("PUSH") shall begin within 12 hours of receipt of the NTP and reduction and disposal operations shall be in full operation within 48-72 hours. The severity of the disaster will determine how many employees and/or subcontractors will be assigned to a specific disaster event. Depending on the scope of the disaster, CrowderGulf will use a combination of company crews and subcontractors to perform work. We will begin with CrowderGulf personnel and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to effectively manage and handle the disaster recovery effort. Specific management personnel that will be assigned to this contract are provided in later sections of this proposal.

Ongoing Communication Within CrowderGulf

To ensure that all clients are being served and CrowderGulf personnel are involved and knowledgeable about any needs and/or concerns, Reid Loper, our Senior Vice President, or designee, hosts a daily planning, operations and coordination call for all Senior Management Staff, Field Project Managers and Support staff to identify any areas of improvement, shortfalls in staffing or resources and resolve any critical issues that need to be addressed.

Microsoft Teams software is used for daily calls, which allows for real-time communication regardless of where the participants are located. These calls help facilitate information sharing across the company which incorporates a commitment to continual learning, programmatic improvements that support our readiness and response, adaptability, strengthens internal and external communications, and client relationships as well as improving CrowderGulf's mission delivery.

Staffing the Emergency Operations Center

CrowderGulf will commit a senior employee to be stationed in the County's Emergency Operations Center to coordinate plans for debris operations, communications and scheduling with the County's Emergency Management personnel. If requested by the County, this senior management representative will be on site in the Emergency Operations Center prior to storm landfall.

Staging of Resources

When a disaster is imminent, we will review the need for staging equipment within a safe distance (100-150 miles) from the potential area of impact. Local equipment and resources will be secured in safe locations and ready for mobilization. As soon as the storm passes the area and a Task Order (TO) issued, equipment and manpower will be staged at a convenient location near the truck certification area for the County.

Very early in the mobilization process, CrowderGulf will obtain a large hard surfaced parking area which will be used as a staging area to begin truck and equipment certification and safety inspections. These important steps must take place in advance of moving debris on a unit price payment basis.

The staging area becomes the initial reporting location for all subcontractors. Subcontractors employed under pre-event subcontracts, subcontractors and individuals seeking work, and potential suppliers and vendors, will be directed to this central point. If necessary, we will position a Mobile Emergency Response Command Center Unit at this location to facilitate operations. Additionally, if temporary fueling and shelter facilities are required, they will be positioned at this location, if possible.

Communications/Mobile Command Center

Should disaster conditions warrant the need, CrowderGulf may establish a self-sufficient Mobile Command Center, with full **communications capability,** in the disaster area and dedicate it solely to the recovery effort. The CrowderGulf Command Center is a state-of-the art Prevost bus that provides living quarters and a fully functioning office space for our key management personnel. The Command Center gives CrowderGulf the ability to position key people in disaster areas that are otherwise uninhabitable. This invaluable tool allows CrowderGulf to provide our clients with unmatched response times when it matters most.

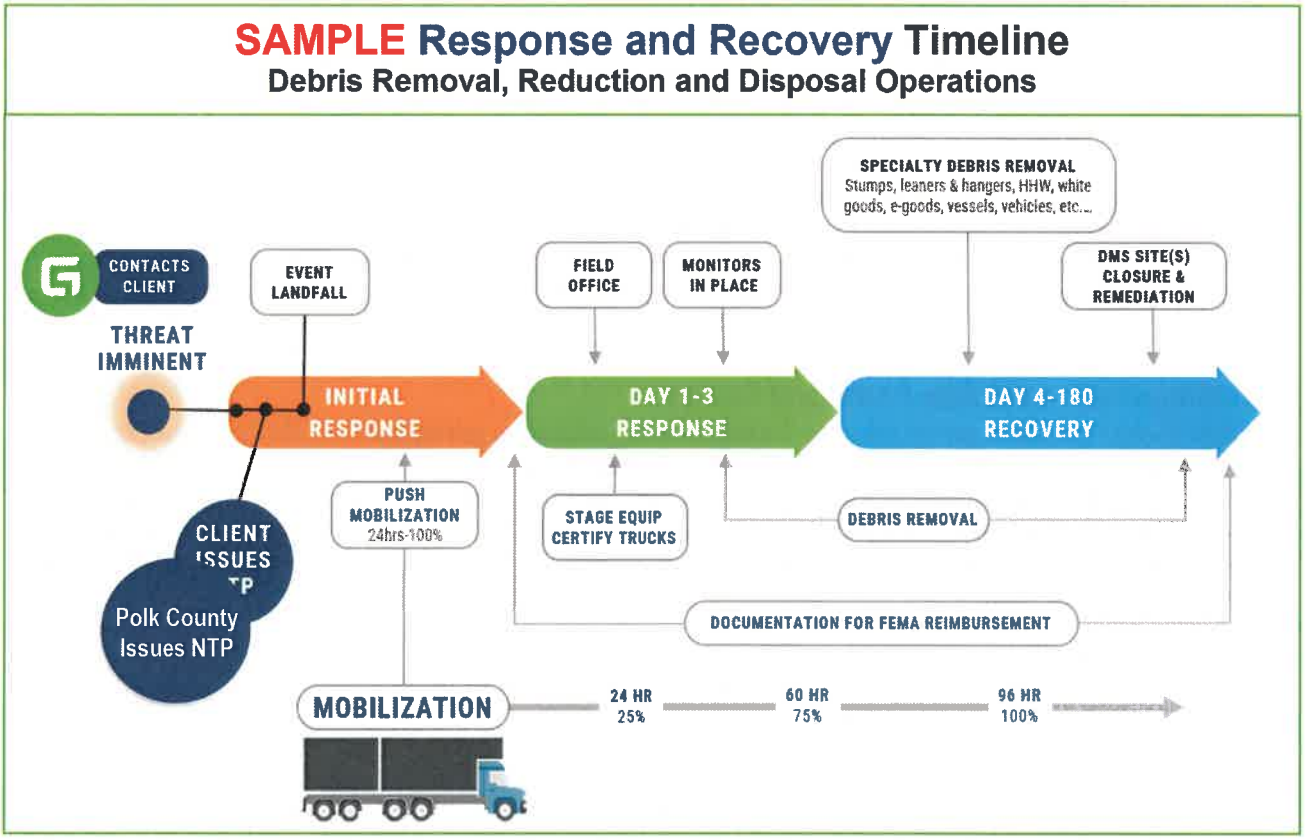
Operational Support

CrowderGulf's main office will serve as headquarters for "back-office" operational support and documentation center. Throughout the project, this office will support field operations on all levels and maintain backup files and records for reimbursement.

Sample Mobilization Parameters

Below are CrowderGulf's anticipated mobilization timelines for debris removal work. CrowderGulf has never failed to meet the end timelines for completing all projects and remains committed to meeting all timelines.

- Contacting the County's Emergency Operations Manager 48-72 hours prior to a predicted disaster event.
- Providing an advance CrowderGulf representative to the County's Emergency Operations Center 24-48 hours prior to a predicted disaster event or upon receiving notification of pending activation, if requested.
- Staging personnel and equipment near the County to provide rapid deployment after the storm, while protecting those assets from damage/destruction by the event.
- Mobilizing resources and being operational for clearing debris and opening critical routes ("PUSH") within 24 hours of NTP if requested by the County.
- Being fully operational for hauling, sorting, and storing debris within 48 hours of initial NTP.
- Being fully operational for reduction and disposal of debris within 72 hours of initial NTP.
- Maintaining full operational capability, 24 hours per day, 7 days per week for an extended period.
- Rapidly adjusting the flow of resources based on the extent and magnitude of damage/debris.
- Providing Rapid Response Crews (RRC) as may be required.
- Being able to clear all debris from all County maintained streets, roads and highway rights-of-way within 45 days from initial NTP.
- Being able to remove (haul) all debris from all County maintained street, road and highway rights of way within 90 days from initial notice to proceed
- Being able to complete the entire debris management process from initial clearance through final disposal within 180 days from initial NTP.
- Fiscal capability to maintain operations for 60 days following the initial NTP.



Because each activation / storm presents separate challenges and situations, the above information has been provided as a sample. During our pre-event training sessions with the County, we will work to frame out possible timelines for minor and maior activations.

➢ Debris Emergency Response

Debris Response activities occur immediately after an event to clear emergency access routes. This initial phase of operations normally consists of clearing debris that may hinder immediate lifesaving actions within the disaster area and/or pose an immediate threat to public health and safety. The Debris Response phase includes immediate actions for the removal of debris to facilitate search and rescue efforts, allow access to critical facilities, and prevent flooding. Actions required during the response phase are usually completed within a matter of days following a disaster event. During Debris Response, CrowderGulf will conduct an emergency "PUSH" of critical streets and roads sufficient to allow for the movement of emergency vehicles. "PUSH" crews can be on-site and working within hours of an event. County staff shall determine priorities for "PUSH" activities with primary emphasis on major thoroughfares. Multiple crews will be conducting emergency "PUSH" activities within 24 hours of receipt of an NTP.

Requirements for government services increase dramatically following a major disaster. After emergency access has been provided to hospitals, police and fire stations, the next priority normally is to open access to other critical community facilities, such as schools, municipal buildings, water treatment plants, wastewater treatment plants, power generation units, airports and seaports.

As soon as critical facility locations are identified, CrowderGulf will dispatch "clearing crews". Depending on the damage, multiple crews will be deployed within 48 hours of receiving NTP. The "clearing crews" will use all available resources with focus on local personnel and firms. Each "clearing crew" at a minimum will consist of:

- Two pieces of rubber-tired pushing / loading equipment such as backhoe loaders, rubber tired front-end loaders, and skid steer loaders with operators
- Two - three chain saw operators, laborers, flaggers with transport vehicles
- Five 16 to 20 cubic yard capacity dump trucks with drivers
- One Quality Control/Foreman with communications capability and pickup truck
- Equipment and resources needed to transport crew from one site to another

To maximize efficiency, the clearing crew may, depending on the size of the roadway and severity of damage, split into two work teams clearing at different locations on the same street or road. If a crew divides into two work teams, visual contact and effective radio or cellular communication will be maintained between the teams.

When needed, Search and Rescue Support Crews will be provided. At a minimum, each crew will consist of one track hoe excavator, minimum 150hp with operator, three laborers/riggers, one crew foreman, slings, riggings, implements, and transport equipment

The safety of the clearing crews in this early stage of work will be a paramount concern. Downed power lines, falling trees, equipment and chain saw injuries, worker fatigue, and a host of unanticipated hazards demand constant attention by all team members. Therefore, **toolbox safety discussions** will be a **daily requirement** for the team. Work areas will be surveyed for hazards before work begins and throughout the clearing operation. Special hazard observation responsibility will be assigned to the Quality Control Manager.

The following is an example a Debris Response priority list with an Operational Triage approach:	
Primary	**Secondary**
• Fire, police, and ambulance service routes	• Major arterial routes
• Access routes to hospitals, trauma units, and nursing centers	• Utility access routes
• Routes to the emergency operations center	• Communication towers and systems access
• Routes to government facilities	• Routes to shelters
• Supply routes to emergency supply distribution centers	• Routes to the disaster debris management sites (DMS)

Emergency Road Clearance Objectives

CrowderGulf will execute all Emergency Road Clearance objectives with the same level of quality, commitment, and coordination that defines our operations. Priority efforts will focus on restoring access for emergency personnel and essential public safety services before and immediately after an event. Resource allocation will be driven by urgent needs and County directives. Once primary routes and critical access points are cleared, crews will transition to feeder roads and residential streets to support full recovery operations.



➢ Debris Recovery Operations

Debris Recovery consists of the removal and disposal of FEMA eligible storm-generated debris to ensure the orderly recovery of the community and eliminate less immediate threats to public health and safety. The debris removal, reduction and disposal procedures are addressed in specific detail in the following paragraphs.

Important Operational Considerations: At this point in the operation, decisions regarding the movement, storage, reduction and disposal of the debris will have a huge impact on the efficiency and effectiveness of the overall project. As in all CrowderGulf debris operations, we apply a set of standard principles to managing debris operations which include but are not limited to the following:

- Never load debris on a truck before the Debris Management Site (DMS) or landfill has been identified.
- Handle only debris that meets FEMA's eligibility criteria.
- Sort debris before initial loading, whenever possible, to increase efficiency.
- Clean streets/roads thoroughly at each pass, i.e., "Clean as You Go" policy.
- If possible, load debris only once and deliver directly to the final disposal site.
- Use debris management sites (DMS) only when they increase operational efficiency.
- Use the most efficient reduction method approved by the client.
- Recycle if costs to benefits are favorable.
- Use privately-owned or, if available, publicly owned landfills for final disposal.

Collection Methods

A critical component of any FEMA-compliant debris management plan is the timely and efficient collection of debris. Rapid implementation following a disaster reassures the public that recovery efforts are underway and helps restore normalcy as quickly as possible. The type, volume, and urgency of debris removal will determine which collection method is utilized. Polk County may employ one or both of the following methods:

1. Curbside Collection

Under this method, storm-related debris is placed along public rights-of-way for pickup. Source-segregated collection—where debris types are separated—maximizes salvage value and supports efficient recycling and reduction processes. This approach is especially important for hazardous or environmentally sensitive materials such as household hazardous waste and white goods.

Alternatively, mixed debris collection allows residents to place all debris types (vegetative and construction & demolition) in one designated area. While convenient for residents, mixed loads hinder recycling efforts and increase operational costs due to the need for separation. Per FEMA Public Assistance Program requirements, any load containing mixed vegetative and C&D debris must be classified as C&D for eligibility and documentation purposes. Accurate load classification and documentation are essential to maintain compliance and ensure reimbursement.

2. Collection Centers

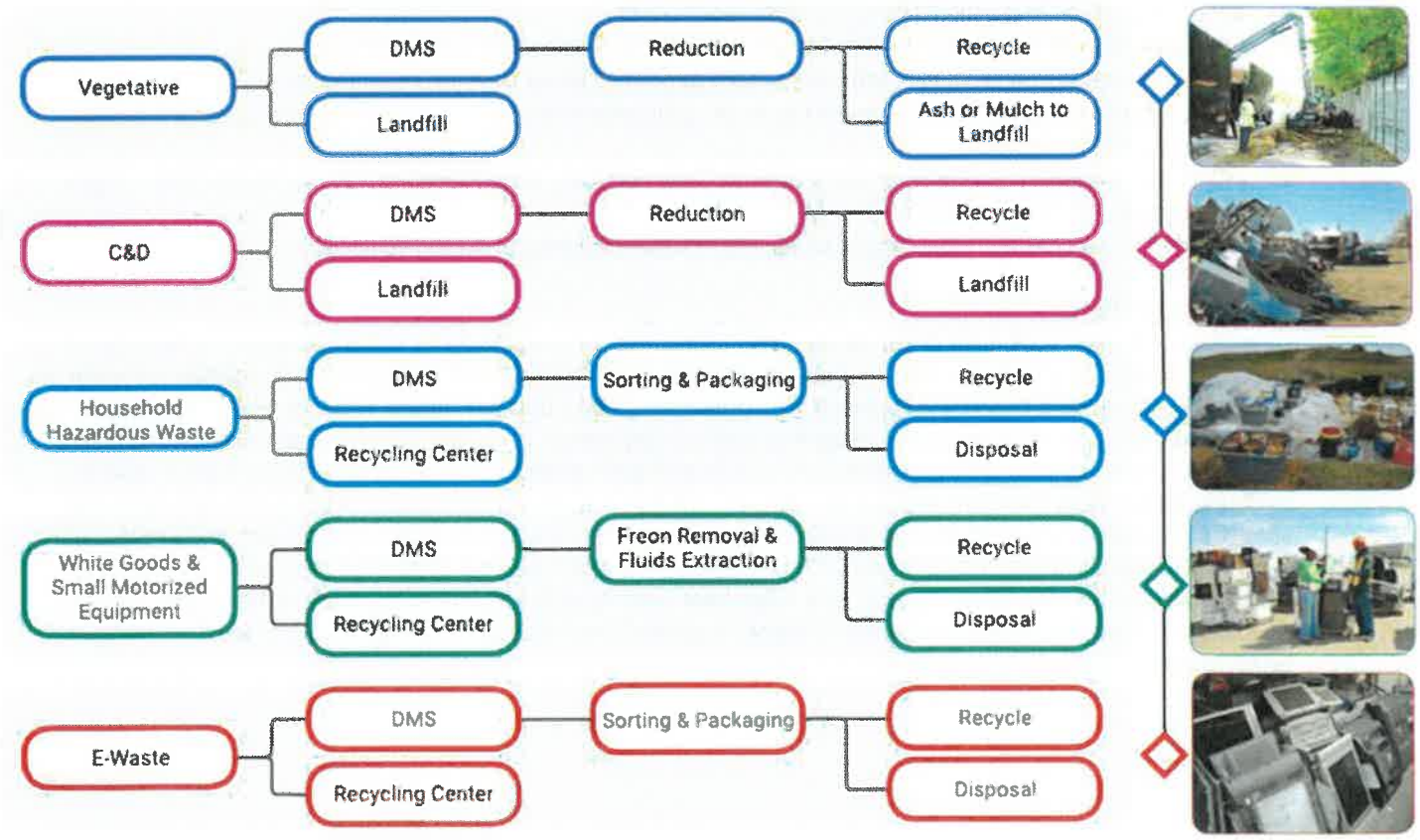
This method requires residents to transport debris to designated drop-off locations. Large roll-off containers may be placed on public property or rights-of-way, with separate bins for different debris types. All collection centers must be monitored and documented to confirm that deposited materials are storm-related, eligible under FEMA guidelines, and generated by County residents. Proper monitoring and recordkeeping are critical for audit compliance.

Public Education and Compliance

Regardless of the method used, proactive communication is essential. Educating residents before an event and keeping them informed throughout recovery—regarding what, when, and where debris should be placed—reduces confusion and stress. CrowderGulf will assist Polk County in providing clear, FEMA-compliant public information and signage to ensure debris is removed safely, efficiently, and in accordance with federal reimbursement requirements.

Debris Types

Polk County will determine the scope of the debris to be managed under this contract. However, CrowderGulf is prepared to assist the County in hauling, reducing and disposing of all eligible debris types in accordance with FEMA's Public Assistance Program and Policy Guide. These include vegetative debris, construction & demolition (C&D) debris, hazardous waste, white goods, household hazardous waste (HHW), electronic waste, abandoned vehicles and vessels, putrescent debris, infectious waste, chemical, biological, radiological, and nuclear-contaminated debris. The following diagram is a breakdown of the general **debris stream**:



Truck Certification

All debris hauling trucks will be certified by the County or a County representative/Debris Monitoring Firm before any hauling begins. The inside bed dimensions of all trucks will be accurately measured, and all safety requirements will be checked and approved. This information along with the description and a picture of the truck, driver's name, license and tag number will be recorded on the FEMA compliant certification forms provided by CrowderGulf. The County will retain the original copy of the form and provide CrowderGulf and the driver with copies. The driver's copy must always remain in the truck. A placard displaying the trucks' identification and measurement information will be always displayed on both sides of the vehicle. Specific truck documentation requirements are discussed in the **Documentation and Reimbursement** Section of this proposal.

Sectoring and Crew Assignments

Upon NTP, CrowderGulf will assist Polk County in assessing damage and developing a specific plan of action. The affected areas will be divided into sectors and then crews, subcontractors, and equipment will be assigned. All areas will be served simultaneously.

Loading Debris

Prerequisites for Loading Debris:

- Truck certification and safety inspections completed on all trucks hauling debris
- Identification of disposal site
- If needed for efficiency, identification and preparation of debris management sites
- Sectioning of County with subcontractor assignments
- Quality Control organization operational
- Load ticketing and data management process operational
- Accident Prevention Plan (APP), Site Safety and Health Plans (SSHP), Activity Hazard Analyses (AHAs)
- Initial safety and health briefing for all personnel complete
- Specific training on traffic control complete for all debris crews
- Preparatory inspections of each worksite by Quality Control staff and debris crew foreman
- Work area cleared of safety and health hazards such as downed power lines and hazardous materials
- Inspection of work area for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment
- FEMA debris eligibility criteria communicated to all Crew Foremen, Superintendents, Quality Control staff, Project Managers, and Equipment Operators
- Overhead power lines and other utility lines identified for safe clearance of loading equipment

Crew Composition

CrowderGulf matches equipment to the requirements of the task. Crew composition varies depending on the type of equipment used in performing the loading operation. For example, crews with self-loading trucks do not need separate loading equipment that is required to support a crew consisting of dump trucks or trailers. However, every crew requires traffic control personnel, a foreman and a designated quality control person. Also, each crew requires a chain saw operator and laborer(s) to assist in the ground support work. Usually each piece of loading equipment (self-loading truck or separate loader) is supported by one saw operator, two laborers and two flaggers. At a minimum, debris separation crews will consist of two laborers, one chain saw operator with saw, one skid steer loader with operator and implements, all equipment necessary to transport personnel and equipment from one work site to another. When necessary, ground crews will separate and sort the debris by type, saw fallen trees and vegetative debris at the public rights-of-way, and be constantly alert for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment.

Crew Sizes

The size of debris loading crews will be dictated by the severity and localization of damage. Each crew foreman will be experienced in organizing and directing debris crews and will be provided with sufficient chain saw operators, flagmen, laborers and knuckle boom operators to assure rapid and efficient debris removal.

An example of a Crew is demonstrated in the chart below:

Manpower/Equipment Required	Task Responsibility	No. per Crew
Crew Foreman with experience in organizing & running crews with previous work in disaster related jobs	Provide on-site management of the crew to ensure quality performance, safety & maximum productivity	1
80 - 140 CY self-loader trucks &/or 20 – 60 CY dump trucks with skilled operators, all with skilled, experienced operators	Pick up debris from curbside & haul to DMS or final disposal	4-6 (or as area dictates)
Chain Saws & Experienced Operators (as needed)	Reduce large trees & limbs to manageable size & trim debris hanging from loaded trucks	1-2
Flagmen	Direct traffic flow & truck movement	3-6
Laborers	Gather small debris that loaders are unable to grasp	2

Truck and Equipment Considerations

The number of debris hauling trucks assigned to each crew will be determined by the time required to transport a load of debris to the disposal site, dump the load and return to the loading site. Sufficient trucks or trailer hauling equipment will be assigned to each crew to preclude having idle loading equipment. If hauling equipment is found idle and frequently waiting to be loaded, some of the hauling equipment will be reassigned to other crews. Crews will be adjusted as needed to maximize the use of all trucks and equipment.

Often, on the first pass of debris removal operations, large stumps, tree trunks and other heavy debris must be left for loading by larger more specialized equipment. CrowderGulf will make every attempt to "Clean as You Go". However, there are situations when the need for expedient debris removal precludes achieving this standard completely. As required and directed, specialized equipment will be mobilized on subsequent passes to handle the removal of stumps, other large debris and backfill of stump holes.

Truck Drivers will not be issued a load ticket until:

- The tailgate is secured to prevent debris from falling out of the truck while enroute to disposal site
- The trimming of overhanging limbs and debris from around the truck or trailer is complete. This includes debris protruding from the truck bed that may pose a risk of utility line damage. (Actual height depends on local line installation height)
- The debris hauling container is loaded as completely (fully) as safely possible

Once the load ticket is issued, the truck driver will safely move the vehicle out of the loading zone and into normal traffic flow in route to the disposal site or to a Debris Management Site (DMS).

"From this resident, we thank you and all of your crews for keeping the recovery from being another disaster, as often happens. It has been a pleasure having your team in our backyards."

Citizen, High Island, TX

Repair and Maintenance Equipment

CrowderGulf can perform maintenance and repair in the field where the work is happening. In the aftermath of a disaster, circumstances may prohibit local businesses from being available. The local resources may have experienced personal and/or business damage that take priority. To guarantee that we have safe, always functioning equipment, CrowderGulf has built a large support system of service trucks for our company-owned equipment and subcontractor equipment, should they need assistance.



Service Trucks - CrowderGulf often utilizes our fleet of smaller service vehicles. These are typically one plus ton trucks outfitted with specialized equipment to make field services easier to complete. Features of these trucks include the following:

- Air Compressors
- Lubricant
- Welding Equipment
- Exhaust and other Fluids
- Boom Cranes
- Small Tools
- Tommy-gates
- Misc. Small Parts

Box Service Trucks - When a repair or service requires heavier equipment and additional support, CrowderGulf provides our "box trucks" which have several different types of equipment to allow the CrowderGulf employed full-time mechanic more options when conducting repairs. These units typically keep on hand the following supplies:

- Large air compressors
- Exhaust & other fluids
- Welding Equipment
- Lift gates
- Several sets of various size tires
- Hydraulic hose crimping machines
- Hydraulic lines
- Misc. Small Parts
- Small tools
- Hoses
- Lubricant
- Fittings

Mobile Repair Shop

CrowderGulf also owns a state-of-the-art mobile repair shop. This is a larger unit, towed by a semi-truck. Once set up in an area, this unit performs the same as a shop. Features of this unit are self-contained, diesel-powered electrical system, full hydraulic hose manufacturing ability, tool room, tire racks, outside flood lighting, and many other features that allow this unit to function like a full featured automotive repair shop. No matter the situation, CrowderGulf can utilize in-house assets to maintain our fleet during any size activation.

Hauling Debris

The hauling or transport process begins at the time the truck or trailer leaves the "loading zone". Safe transport of debris material to the disposal site becomes the drivers' primary concern. Drivers remain responsible for their loads until safely dumped at the disposal site.

All drivers will follow the most direct and safe pre-planned route to the nearest disposal site. Particular attention to safety is required in the areas near school buses, school zones and other areas of pedestrian foot traffic. Tarps or load covers are applied as required by local or state regulations.

On arriving at the disposal site, the driver will maneuver the hauling container for inspection by a County representative in the inspection tower. The load will be "called" by the County representative estimating the percentage of the full volume or by estimating the number of cubic yards short of full volume. Drivers working for CrowderGulf are instructed never to disagree or complain about the load "call". Any concerns the driver has are to be directed to his or her crew foreman or supervisor for resolution.

When the debris is safely delivered to the disposal site, it will be mandatory to dump the load only when the truck and trailer are level. This prevents the dangerous hazard of trucks and trailers tipping over. CrowderGulf will employ spotters at the dumpsite to assist drivers in dumping safely.

When the dumping process is complete, the driver will maneuver the hauling container back to the inspection tower for a quick check to make sure all debris has been removed during the dumping process. Any debris hung in the truck or trailer bed must be removed before the truck or trailer leaves the disposal site. All dumpsites will have a dumpsite manager to supervise and oversee the day-to-day operations. A safety officer will also be onsite to ensure all safety measures are being executed. Flaggers will be strategically placed at the site to direct traffic flow safely into and out of the disposal site.

Debris Hauling Prerequisites:

- Debris will only be transported in trucks or trailers capable of rapidly and mechanically unloading.
- No self-load trailers will be used. Exceptions to this standard may be necessary to efficiently and safely transport HHW, E-Waste, ACM or white goods.
- All trucks and trailers hauling debris must have completed the truck certification process establishing approved volume for the debris-hauling container.
- All trucks and trailers must have successfully completed the prescribed Safety Inspection.
- Drivers will be instructed to use the most direct and safe route to the nearest disposal site.
- Drivers will be required to wear safety vests and steel-toed shoes when working.
- If loads are required to be covered during transport, the hauling container must be equipped with a functional cover or "tarp" to prevent flying debris during transport.

Note: *Proper trimming of loads at the loading site is the best prevention for debris falling out during transport.*

Safety Measures

The Safety Manager and Safety Officers will monitor all safety procedures and daily reports of accidents and/or property damage. The Safety Manager or designee will also be responsible for coordinating and conducting safety meetings with crew members and subcontractor personnel. Safety is critical throughout all operations and is discussed later within this **Debris Operations Plan.**

Truck and Equipment Maintenance

Well-maintained trucks and equipment are essential for efficient operations. CrowderGulf's crew foremen, subcontractor foremen, and the Field Project Manager will be responsible for keeping all trucks and equipment in good working condition and prepared for each workday. A CrowderGulf mechanic will be on the job for troubleshooting and maintenance of equipment. Local mechanic shops will also be utilized.

Traffic Control

CrowderGulf will use its best efforts to mitigate the impact of debris removal operations on local traffic. Sufficient signing, flagging, barricading, safety equipment and communications devices will be used to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with applicable federal, state, local laws, regulations and ordinances.

Hours of Operation

Debris will be collected and loaded during visible daylight hours (dawn to dusk) seven days per week. Debris reduction at the DMS may take place 24 hours per day, seven days per week if required or requested and approved by the County.

Number of Passes

CrowderGulf will make as many passes as the County may direct in order to successfully complete the debris removal process. Normally, a few days may need to elapse between each pass so that the citizens have time to get their debris to the Right of Way (ROW).

Daily Coordinated Issue Management Meetings

Daily meetings will be held between the Field Project Manager, Field Supervisors, the Subcontractor Crew Foremen and representatives of Polk County to discuss progress, needed adjustments and other issues. Decisions to increase/decrease manpower and/or equipment or change work areas will be made with approval of the County.

Accurate Record Keeping

CrowderGulf utilizes several systems to assure accurate truck certification and debris hauling information. Production reports, shift inspection checklists, safety meeting reports, quality controls, and daily crew and equipment usage reports are some of the Quality Control measures used to provide accuracy in the documentation process.

Using the most appropriate technology provides the necessary information to make decisions during the recovery operation. It also improves our ability to provide all documentation needed for maximum reimbursement from FEMA and other agencies. Details of our documentation procedures are fully described in the ***Documentation and Reimbursement*** *section of this proposal.*

Documenting and Resolving Damages

During the debris removal process there will always be some minor damage situations that occur regardless of the care taken during work. CrowderGulf will respond quickly to all damage claims by the County or its citizens and will work diligently to resolve such claims to the satisfaction of all involved. We are aware of the trauma and disruption to normal lifestyles that result from a natural disaster. Our personnel are thoroughly indoctrinated regarding our policy to always be caring, courteous, polite, and responsive to the needs of the citizens of the community.

Citizens will be provided with an avenue to report damages. One option will be a citizens' hot line. The County, the monitoring company or CrowderGulf may provide the hotline. Regardless of the method chosen to provide the information, CrowderGulf is committed to resolving the damage complaint as quickly as possible to the satisfaction of the County and its citizens.

We will employ a Claims Resolution Person (CRP) to handle all property damage that may occur during the recovery process. If possible, a local resident with excellent communication and negotiating skills will be employed to fill this position. This person will be tasked with responding to and amicably resolving all incidents that may occur.

Temporary Debris Management Site Development

CrowderGulf has vast experience with selecting, developing, managing and operating Temporary Debris Management Sites. We are committed to efficient and safe DMS operations and require all personnel to be vigilant in always using safe practices. In the context of this proposal, the terms **"*Temporary Debris Separation and Reduction Site*"** and the term **"*Debris Management Site*" (DMS)** are used interchangeably.

DMS are established when debris cannot be taken directly from the collection point to the final disposition location. A DMS is a location to temporarily store, reduce, separate, and/or process debris before it is hauled to its final disposition.

DMS Site Selection

Site selection is probably the most important decision affecting DMS operations. CrowderGulf will work closely with Polk County to identify and secure suitable locations. Specific Site Plans will be developed for each DMS either upon activation or upon request by the County and will follow FEMA's Public Assistance Program and Policy Guide for site plan development. Once site selection is approved by the appropriate Debris Managers, CrowderGulf will perform baseline environmental testing protocols as required and will obtain any required special permits and environmental permissions. Costs associated with the preparation, operation, and restoration of DMS's are addressed in the unit price schedule. Unless otherwise denoted, the cost for DMS restoration is handled as a pass-through cost with no markup. Site selection should be based on the following criteria:

- Ownership
- Potential for Land Lease Agreements
- Size
- Location
- Environmental and historic concerns (baseline study findings)
- Required Permits

DMS Design and Operational Features

The information gathered during the baseline data collection becomes important to the design of the site. The efficiency and the overall success of the DMS operations are determined by how the site is designed.

A minimum of the following features will be designed into the DMS plan.

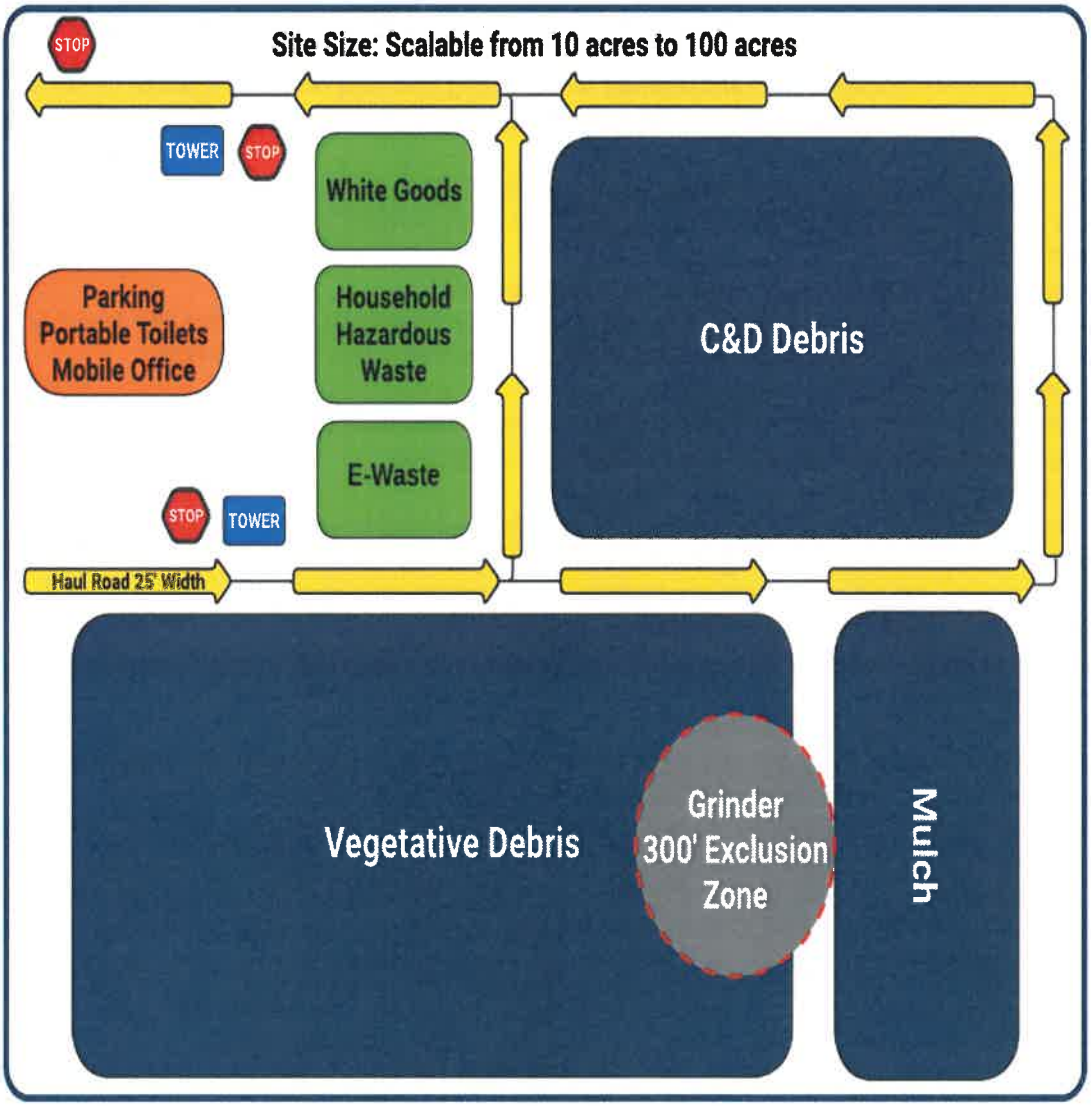
- Portable toilet facilities will be conveniently located to serve the inspection towers, crews working on the site, and office facilities
- Perimeter chain-link fencing, erosion and sediment control fencing, and other necessary drainage control methods
- Site traffic flow will provide for orderly movement of vehicles and equipment to avoid crossing traffic lanes with the construction of two entrances/exits with lockable gates
- At the request of Polk County, the DMS(s) may be restricted to County and Contractor vehicles only
- Safe and ready access to fire safety and rescue equipment will be provided to all functional sections of the site and to debris stockpiles
- A Safety Zone of at least 200' will be established around the grinder
- Air Curtain Incinerator (ACI) or Open burning safety zone will be established and will be 1,200' from any structure (other than inspection tower) and no less than 250' from any other pile or type of debris on site
- Ash storage pit will be adjacent to ACI units
- Compacted crushed rock and/or mulch will be used on ingress/egress road surfaces
- A designated personnel parking area for 30 vehicles will be established
- Space for two 12'x50' office trailers will be established
- Development of a lined Hazardous Materials Containment Area surrounded by a berm
- Two vegetative debris piles for grinding operations
- Sufficient area for chip piles to minimize pile height to prevent spontaneous combustion
- C&D debris area will be separate from other debris areas
- Adequate area maintained at each site for truck maneuverability and a stable level surface for equipment to complete the dumping process
- Sufficient area for crew to separate mixed debris, if needed
- Site orientation will provide for ACI operations and grinding operations to be located downwind from offices and inspection towers (i.e., prevailing winds will be considered when setting up site)
- If necessary, separate areas/sites for the public to use for dumping vegetative and C&D debris will be provided. Depending on the process prescribed for allowing this, a separate tower may be required to facilitate accounting for the material entering the public section. If off site citizen collection areas are developed in accordance with the County's Debris Management Plan, CrowderGulf will remove debris from those sites on a regular basis as directed by the County's Project Manager.

DMS Site Plan

A DMS Plan will be prepared for a scale of 1" = 50'. The Task Order Specific Management and Operations Plan will be updated to include the Site Management Plans for all DMSs, and Disposal Sites operated by CrowderGulf. The DMS Plan will display such functions as:

- Access to the Site
- Site Preparation – clearing, erosion control, and grading
- Traffic Control
- Site Security, Safety and Segregation of debris storage areas
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection towers
- Location of incineration operations and chipping operations
- Location of existing structures or sensitive areas requiring protection
- Household Hazardous Waste (HHW) or Hazardous, Toxic and Radioactive Waste (HTRW) storage
- A detailed list of equipment
- Sanitation facilities

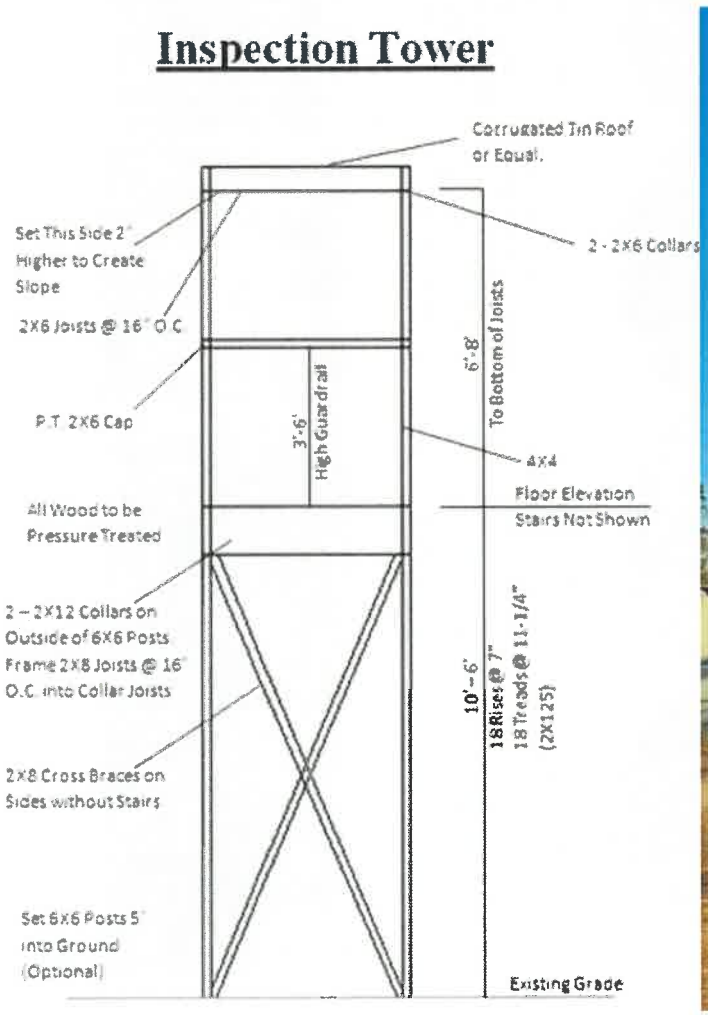
The general site plan shown will be modified to fit the needs of each specific DMS and will incorporate all specifications addressed in the FEMA's Public Assistance Program and Policy Guide and all local, state and federal regulations and requirements.



Inspection Towers

At no cost to Polk County, CrowderGulf will construct a minimum of one inspection tower at each site adjacent to the roadway. A minimum of one exit lane for all trucks to use will be visible from a tower. This allows for checking truck beds before exiting, ensuring that they are completely empty. The Inspection tower site location will provide a .25-mile approach outside the public road system to accommodate any truck back up.

- All towers will be OSHA and FEMA compliant. At a minimum, the towers will be constructed with pressure treated wood with the floor elevation of the tower 15' above the existing ground elevation; the floor area shall be 8'x 8', constructed of 2"x8" joists, 16" O.C. with ¾" plywood supported by four 6"x 8" posts.
- The perimeter of the floor area will be protected by a 4' high wall constructed of 2"x 4" studs and ½" plywood. The floor area will be covered by a corrugated tin roof.
- The roof shall provide a minimum of 6'8" of headroom below the support beams.
- Wooden steps will provide access with a handrail. In addition, the construction of towers will comply with all applicable County building codes.
- Inspection towers shall be capable of seating a minimum of three inspectors each.
- Towers will be removed at the completion of the project or when the site is no longer needed.



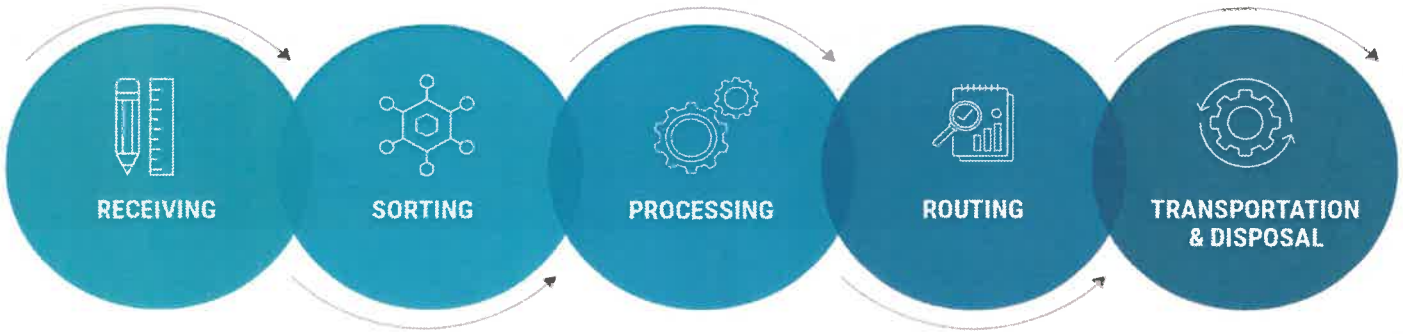


Hazardous Materials Containment Area

In accordance with FEMA's Public Assistance and Program Policy Guide, CrowderGulf will construct an area designed for the temporary storage and confinement of hazardous material. Material deposited into this facility will be inventoried and stabilized. Any leaking containers will be placed in "over pack drums". A well-marked, defined and enforced NO SMOKING area will be established within 200 feet of this area.

Minimum Design Criteria for the Hazardous Materials Containment Area:

- 30'x 30' in size, the perimeter lined with hay bales stacked in place
- Waterproof liner or plastic ground protection cove
- Rain and snow cover for the entire area





Debris Separation and Reduction

Debris Separation

The Debris Reduction Manager will supervise the separation and segregation of all loads deposited at the DMS. If site segregation is required because of mixed loads, the separation will reflect the six categories cited below. Each of the following categories of debris will be managed in full compliance with the CrowderGulf Environmental Plan and local, state and federal standards:

- Clean, vegetative debris
- Vegetative debris containing other foreign matter
- Construction and Demolition (C&D) Debris
- Salvageable or recyclable debris
- White Goods, e-Waste
- Household Hazardous Waste (HHW), Asbestos Containing Materials (ACM), and Toxic Materials/Waster

Vegetative debris will be placed into two or more piles (no more than 15' high) which will allow for volume reduction without interfering with the ongoing dumping operation or until the dumping and/or reduction operations are complete. As directed by the County's representative, all construction and demolition (C&D) debris will be hauled directly to a certified landfill or prepared for reduction or recycling if feasible. White goods will be degassed, crushed and bailed for sale as scrap metal.

Methods of Debris Reduction

There are two primary types of reduction methods – incineration and chipping/grinding. After all major storms, we have used both grinding and burning to reduce debris, however, grinding has become the more common method due to environmental issues with burning.



- **Chipping and Grinding**

The chipping and grinding of vegetative debris reduce the volume by 75%. Many times, clean chips will be recycled as bio-mass fuel. CrowderGulf is very experienced with chipping/grinding debris and has used this method in many of our disaster contracts for the past ten years. When grinding/chipping is utilized as the reduction method, all safety and compliance regulations are enforced throughout the operation.

- **Incineration**

There are several incineration methods available for volume reduction. These include uncontrolled open-air incineration, controlled open-air incineration, air curtain pit incineration, and portable air curtain incineration. Portable air curtain incineration is the most efficient incineration system available because the pre-manufactured pit is engineered to precise dimensions to complement the blower system. Any burning method used will only be conducted with concurrence from the County. Burning vegetative debris can produce up to a 95% reduction rate. In those situations where air curtain incineration may be approved by the County, all environmental compliance and safety concerns will be addressed within the site-specific plan. Setbacks and buffer zones will be established within and around the reduction sites not only for public safety but also for the safety of the debris operations.

A setback of at least 100' will be maintained between the debris piles and the incineration area. There will be a buffer of 1,000' between the incineration area and the nearest building to create a zone for emergency vehicles, if needed. The fire will be extinguished two hours before the anticipated removal of the ash mound. The ash mound will be removed before it reaches two feet below the lip of the incineration pit. To prevent explosions, hazardous or contaminated flammable material will not be placed in the pit. Finally, fencing and signage are simple and effective means to keep the public away from the incineration area.

The CrowderGulf **Environmental Plan** addresses and provides detailed guidance on DMS environmental concerns such as dust, smoke, erosion, storm water plus hazardous and toxic wastes. If the DMS is near an environmentally sensitive area or has any historical or cultural sites in proximity, special environmental consideration will be taken to protect and preserve such areas.

Debris Reduction Timelines

The following **Timeline of the Debris Reduction Plan** provides an overview of tasks and identifies the time frame within which each task shall be completed.

DEBRIS REDUCTION PLAN TIMELINE	
TASK	**TIME FRAME (from NTP)**
Conduct requirements assessment of damaged area for DMS.	Within 24 hrs.
Develop DMS according to Management Plan, including rd. construction, erosion control, portable office & toilet facility	Within 48 hrs.
Ensure that all necessary permits from the proper State agency are in place in order to perform debris storage/reduction activities on the selected site.	Within 48 hrs.
Construct observation platforms according to FEMA requirements	Within 48 hrs.
Construct grinding, burn pit, ash storage & hazardous waste storage areas	Within 48 hrs.
Determine the number of burners &/or grinders/chippers required per site	Within 48 hrs.
Ensure Hazardous Waste Plan in place	Within 48 hrs.
If burning is permitted, begin construction of burn pits	Within 48 hrs.
Complete installation of burners	Within 72 hrs.
Secure permits & transport grinders/chippers to designated reduction areas	Within 72 hrs.
Set up grinders/chippers	Within 96 hrs.
Maintain records of hours worked for operators, location worked, repairs, etc.	Daily
Ensure maintenance of burners &/or grinders/chippers	Daily
Make dumpsite adjustments	Daily
Provide daily operations reports to Project Manager & County Rep	Daily
Inspect DMS operations for safety & quality control monitoring	Daily & periodically
Handle storage & disposal of hazardous waste	As required
Restoration of site upon project completion to County's specifications	Upon completion of project
Provide for demobilization of equipment	Upon completion of all tasks

The **Basic Debris Reduction Crew Table** provides the typical number of crew members and their responsibilities per TDMS.

Basic Debris Reduction Crews		
Personnel / Equipment	**Task Responsibility**	**Crew #**
DMS Reduction Project Mgr.	Supervise set up & daily ops of debris reduction site; Ensure all safety regulations enforced	1
Day Foreman	Monitor incoming trucks, direct separation of materials; Supervise reduction crews; Monitor for safety regulations being followed and report infractions to Foreman	1
Night Foreman *(if burning)*	Supervise crews & secure site, Monitor safety regulations & report infractions to Foreman	1
Spotters	Monitor incoming debris types; Ensure drivers drop loads in proper locations at stockpiles; Direct clean loads of recyclable material to storage areas; Follow all safety requirements & report any infractions to Foreman	2 - 4
Flagmen	Direct flow of incoming & outgoing trucks at site; Follow all safety requirements & report any infractions to Foreman	2 - 4
Laborers	Assist with debris separation, if required.	2 - 4
Water Truck w/spray nozzles & high-pressure hose	Spray nozzles used for dust control, High pressure for hose for fire control	1
Road Grader w/Operator	Maintain rds. & site	1
Onsite Fuel & Oil Storage Tanks	Replenish equipment as needed	2 - 4
Track Hoe w/grapple w/Operators	Build burn pit according to Ops Manual; Clean ash from pits & pile in designated areas; Supply debris to burn pit & grinder	2 - 4
Bulldozer &/or Rubber Tire Loader w/Operator	Stockpile material; Push debris with Track hoe	2 - 4
Burner Technician / Mechanic	Initial burner set-up; Assist starting fires according to Ops Manual; Daily maintenance & care of burner & loader equipment	1 / Site when burning
1000-1200hp Tub or Horizontal Grinder	Grind vegetative debris	1 / Site when grinding
Grinder Operator	Fuel tub grinder & control grinder operation	1 / Grinder

Debris Disposal

Final disposition of the products for debris reduction will be made in accordance with instructions from the County and in keeping with all federal, state and local laws.

Vegetative Debris

Based on the County's decision, all vegetative debris will be ground or burned. If ground, the reduced vegetative mulch will be hauled to a properly permitted final disposal site in accordance with all local, state and federal regulations. If vegetative debris is burned, the ash will be hauled to a properly permitted final disposal site. In past disasters we have also recycled clean ash as fertilizer on farmland. We will properly recycle mulch and ash to the greatest extent possible and within permitted regulations.

Construction and Demolition Debris (C&D)

All C&D material shall be disposed of in facilities approved by Polk County in accordance with all federal, state and local laws.

Debris Recycling Plan

Based on the debris management goals and objectives of Polk County, CrowderGulf will implement debris recycling programs as marketing opportunities allow. When recycling is feasible, CrowderGulf will monitor procedures to ensure that the recycling contractors comply with local, tribal, state and federal environmental regulations. Any reimbursement for recycled material will be credited or returned directly to the County.

Vegetative Debris

The vast amount of vegetative debris produced by a natural disaster creates a real recycling challenge. We will make maximum efforts to recycle all organic material. Experience has taught us that it will still require freight cost and tipping fees, but recycling is still the best option as opposed to using up valuable landfill space.

CrowderGulf has over 50 years of experience regarding innovative recycling opportunities. In many cases, CrowderGulf can work with local resources to find secondary uses for wood chips, as opposed to sending them to a landfill. Recent examples include:

- After 2022's Hurricane Ian, CrowderGulf disposed of over 100,000 cubic yards of reduced vegetation (mulch) on Pine Island in Lee County, Florida, using "beneficial use" agreements for final disposition. CrowderGulf serviced nearly 30 agricultural Small Business Enterprises (SBEs) throughout Lee County, including Matlatcha, Bokeelia, and St. James City, by providing mulch to assist in critical restoration efforts on their properties. This process streamlined CrowderGulf's final disposal efforts on Pine Island, provided a cost-efficient solution to Lee County by mitigating the need for long, off-island hauls, and assisted Lee County agricultural SBE's in their rebuilding efforts post-Ian.
- After Hurricane Ian, mulch was taken to various composting facilities where they were used to make compost that benefited local nurseries and the agricultural industry.
- After Hurricanes Michael in 2018 and Isaac in 2012, local paper mills utilized clean wood chips for bio-mass fuel.
- After the historically active storm seasons of 2003 and 2004, CrowderGulf shipped clean wood chips to Italy to be used as bio-mass fuel.

Specifically, our plan involves the following:

1. Debris crews will be encouraged to cut tree trunks into 8' or longer lengths for delivery to dump site. Quality logs will be separated and marketed to pulp mills, sawmills, and veneer mills. Timber in the log form is always marketable, and depending on quality can be transported to market even if the markets are relatively far away.
2. Stumps usually have large quantities of dirt attached, which contributes to the low quality of fuel chips. Stumps will be split and burned if burning is permitted. If burning is not permitted, split stumps will be ground and resulting chips will be kept separate.
3. Limbs, twigs, short blocks and inferior logs will be ground or burned. To reduce contamination of chips with dirt, care will be taken to use rubber-tire loaders with rakes and track hoes with grapples.
4. Every effort will be made to move chips to organic fuel users in a wide area. CrowderGulf will begin moving chips as soon as possible to prevent the buildup of massive chip piles that create a potential fire hazard.
5. **CrowderGulf has contacts with major paper mills, sugar mills, and other organic fuel users in the Southeast.** When CrowderGulf is awarded a contract, we will work to get tentative agreements with users who are in proximity.
6. If local laws and regulations permit, CrowderGulf will secure land in a rural area(s) as close as possible to our chipping operations. Chips unfit for fuel or chips surplus will be piled on the property, mixed with ash from burning operations that have been tested and free of contamination, and turned periodically to produce quality marketable compost suitable for landscaping use or applications to farmland.

C&D Debris

Concrete, asphalt and masonry products can be crushed and used as base material for certain road construction products or as a trench backfill. Debris targeted for base materials will need to meet certain size specifications as determined by the end user. The County may choose to recycle these products themselves. As an example, after Hurricane Ike, Galveston County recycled the crushed concrete (from home slabs on Bolivar Peninsula) by using it for road reconstruction and for a new government building foundation. Hurricanes and tornadoes can cause extensive damage to mobile homes, sun porches, and green houses. Most of the nonferrous and ferrous metal debris is suitable for recycling. Trailer frames, trailer parts, appliances and other metal items will be properly separated, crushed, baled and recycled. Any proceeds will be credited to Polk County.

Site Closure and Restoration

Upon completion of debris reduction operations, all DMSs will be restored to pre-existing conditions. All equipment, inspection towers, and any other temporary buildings will be removed. Burn pits will be returned to the existing grade. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be disposed of as required by contract or regulations. Site reclamation / remediation will be billed back to the client at a pass-through cost. In addition, if groundwater and / or soil testing are required, these items will be billed to the client at as pass through cost. A final site inspection will be conducted by County authorities, and any discrepancies will be corrected. All work, including site restoration and closeout will be concluded within 30 calendar days of notice from the County that the last load of debris has been delivered.

Wa-ke Hatchee Park DMS – Lee County, Florida



Wakehatchee Park DMS				
Reduction method(s):				
Vegetation	-	-	8,611	417,643
Construction & Demolition (CD)	-	-	11,753	596,648
Concrete	-	-	12	488
Wakehatchee Park DMS Totals	-	-	20,376	1,014,779

Wa-ke Hatchee DMS received over 1 million cubic yards of debris during CrowderGulf's response to Hurricane Ian's catastrophic impacts on Lee County, Florida. Wa-ke Hatchee served as 1 of 18 debris management sites managed by CrowderGulf in the historic response, taking in debris from one of the most heavily damaged areas of Lee County. Surrounded by a county park, a middle school, South Florida Water Management District (SFWMD) drainage infrastructure, and coastal waterways, this site exemplifies CrowderGulf's commitment to site remediation and restoration. Additionally, it illustrates CrowderGulf's dedication to environmental stewardship and our close coordination with each impacted community to mitigate any further strain to its citizens stemming from debris removal operations, both pre- and post-event.

➢ Documentation and Reimbursement

CrowderGulf has always been successful in supporting our clients with accurate and complete documentation records. This documentation is readily available to the County, FEMA, FHWA and any other agency that provides reimbursement.

Superior record keeping using the best available technology from the beginning to the end of the project is critical. Financial accountability is maintained throughout the process by using a system of checks and balances that are tied directly to the quantitative documentation originating in the field. Throughout the project, FEMA Public Assistance Program and Policy Guide will be followed and serve as the foundation of our documentation and accounting systems.

Monitoring Companies and Electronic Ticketing

Monitoring Companies are often contracted by the Client to serve as their representative in monitoring and documenting all debris work. All experienced, credible monitoring companies use an Automated Debris Management System (ADMS) that captures all required information for FEMA reimbursement. CrowderGulf has vast experience working with numerous monitoring companies and is familiar and compatible with their programs, processes and procedures. It is important that CrowderGulf and the County's representative (i.e., monitoring company) establish and maintain a positive and professional relationship throughout the project. This is necessary for the communication flow to be open with the central focus on making sure all documentation for eligible work is accurate, timely, and readily accessible to the County.

Documentation for Debris Hauling

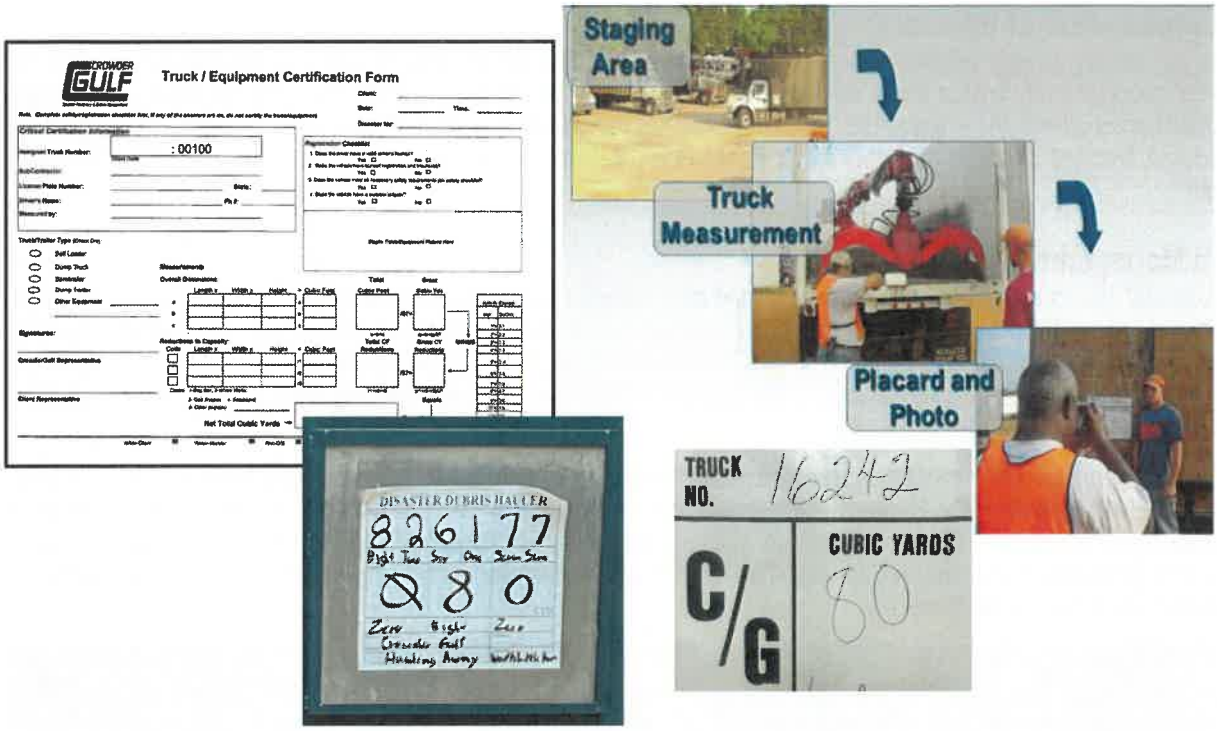
To maximize accuracy of accounting, CrowderGulf utilizes the following system of project controls:

Phase 1 - Truck Certification

All debris hauling trucks are certified in accordance with FEMA guidelines. Part of the certification procedure includes truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied.

Documentation procedures include:

- The County's representative / monitoring company measures the interior dimensions of all debris hauling truck beds to determine the measured cubic yard capacity
- Safety and insurance requirements check is part of the certification process
- The County's representative, CrowderGulf, and the driver will each retain a copy of the completed *Truck Certification Form*
- All equipment is affixed with placards displaying the owner's name, equipment number and certified capacity
- The County's representative/monitoring company may attach a unique bar code to the truck placard of each truck as part of their ADMS program
- Photo documentation is provided for each hauling truck and driver
- An electronic Capacity Certification Log is maintained in the field as a quality control tool



Phase 2 - Debris Load Ticket Completion

The load ticket is the primary debris-tracking document that records the transport of debris from the original collection point to the DMS or final disposal site. This information is now provided electronically by the client's monitoring company.

- Debris monitors in the field initiate the electronic ticket process by entering the truck number, the debris type, and the debris pick-up address/location.
- When the driver arrives at the DMS or the Final Disposal Site, the tower monitor will complete the electronic ticket information by determining and entering the debris load amount.
- While the debris hauler may receive a paper copy of the load information, CrowderGulf provides the data electronically including a digital copy of each ticket.
- CrowderGulf downloads and saves electronic information from the monitoring company's secure website in real-time or the same day as debris loads are hauled.

If a Client decides to self-monitor and not use ADMS, the process is the same and includes the following procedures:

- Completion of a multi-part *Debris Load Ticket* for each truckload of debris
- The county representative(s) at the loading site(s) inspects each loaded truck; legibly and accurately records the required information on a multiple-copy paper ticket and provides the debris hauler with a partially completed ticket that the driver takes to the DMS/final disposal site.
- County representative(s) in inspection tower at the DMS or final disposal site(s) take the ticket from the driver and complete the required disposal information.
- The county representative(s) retain the original completed ticket, and a copy is provided to the driver and a CrowderGulf representative.
- CrowderGulf field office personnel process the tickets by sending electronic copies to the Home Office for additional quality control checks, data entry and storage.

Accurate completion of these two phases of quantitative and descriptive debris information is imperative for cost reimbursement and contractor invoicing. When electronic ticketing is used, the above procedures are slightly modified according to the firm acquired that represents the County (monitoring company), while still maintaining the same quality of information and satisfying all FEMA requirements.

Documentation of Special Projects

There are usually several additional recovery projects besides ROW debris removal and disposal that are required to address geographically unique storm damage. Each project is preceded by a specific task order to serve as a formal request to proceed with the project. The Task Order outlines the parameters of the project and establishes the pay rates associated. Detailed documentation that meets FEMA Public Assistance Program and Policy Guide will be kept for each project.

Data Management

CrowderGulf utilizes a comprehensive and seasoned data collection and storage process with all projects. Regardless of whether electronic (ADMS) or paper ticketing documentation is used by the County or representative, CrowderGulf easily adapts data capturing procedures to accommodate all requirements. CrowderGulf's database is specifically designed to capture and track quantitative and descriptive debris data for the entire project while storing ticket images for reconciliation support and audit documentation support.

Technology has made documentation, reconciling and invoicing a more efficient, transparent process that can help expedite FEMA reimbursement. However, the technology is only as good as the people using it. CrowderGulf has capable, well-trained personnel with the commitment to ensure functionality and accurate information on a continuous basis. CrowderGulf has qualified, committed personnel full-time throughout the year ready to provide documentation support even years after the project is complete.

> "One of CrowderGulf's most important attributes is their adherence to FEMA protocol. They exhibited a thorough understanding of FEMA regulations and procedures, consistently following protocol. As a result, we encountered no issues with FEMA's reimbursement throughout our collaboration, which is a testament to the company's commitment to compliance and professionalism."
>
> **Nicholas E. Hunter**
> **Mayor, City of Lake Charles**

Reports and Information

CrowderGulf provides comprehensive reporting to track debris removal progress and support ongoing project planning. Our team has the capability and experience to tailor reports to meet the unique specifications of any project or specific phases of work. Reports can be generated quickly to capture the exact data requested by Polk County.

Standard Daily and Weekly Reports Include:

We can provide the County with the following daily and weekly reports (at a minimum):

- Total cubic yards hauled
- Total cubic yards of vegetative debris hauled
- Total cubic yards of C&D debris hauled
- Total cubic yards of Stump debris hauled
- Total leaners or hangers cut
- Total cubic yards of mulch debris hauled
- Total cubic yards hauled to each DMS
- Other customized reports as requested

Reports can be delivered in **Excel**, **Word**, or **PDF** format, ensuring flexibility and ease of use for County staff.

Reconciliation and Invoicing

A critical component of the documentation process is reconciling all truck certifications and load tickets prior to invoicing. CrowderGulf has earned a strong reputation with clients and monitoring firms by ensuring that all data is fully reconciled before invoices are submitted. This process is continuous throughout the project and includes the following steps:

- **Weekly Subcontractor Invoices:** All subcontractors are required to submit weekly invoices to CrowderGulf.
- **Data Verification:** CrowderGulf's Documentation Team compares each subcontractor's invoice against data downloaded from the monitoring firm's Automated Debris Management System (ADMS), verifying total debris quantities and load counts for each truck.
- **Discrepancy Resolution:** Any discrepancies are immediately addressed with both the monitoring company and the subcontractor.
- **Ongoing Reconciliation:** This process continues throughout the project to ensure accuracy and compliance.
- **Invoice Submission:** Once reconciliation is complete, CrowderGulf submits the invoice to the monitoring company.
- **Final Review:** Any remaining discrepancies are resolved between CrowderGulf and the monitoring company before submission to the Client.
- **Compliance:** CrowderGulf adheres to all contract requirements regarding invoice frequency and format.

Invoice Formats and Flexibility

Invoices can be prepared based on client preferences, including:

- Dollar-limit per invoice
- Designated work periods (e.g., weekly)
- Single-task invoices

CrowderGulf strives to accommodate client and monitoring company requirements for format and timing. While invoicing schedules are typically outlined in the contract, adjustments may be necessary due to disaster severity or resource constraints. CrowderGulf's strong financial stability allows us to adapt to these situations without disrupting operations.

Documentation Maintenance

CrowderGulf maintains all documentation for a period of at least 7-10 years, depending on the requirements. All tickets and truck certifications, task orders, and any other pertinent documentation are kept in both hard copy and electronic format. Having all documents in an organized electronic file allows for easy access if and when FEMA audits the work.

FEMA Requirements and Assistance in the Reimbursement Process

CrowderGulf works closely with all regulatory agencies to ensure minimum issues in our disaster management efforts. Over the past 20 years, **98%** of CrowderGulf's work has been with Cities, Counties, States and Agencies that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. As a result of our success in documenting all aspects of the debris management process to support reimbursements, CrowderGulf has established itself as one of the most respected debris contractors in the United States.

CrowderGulf's former FEMA Directors, Emergency Managers and FEMA trained Debris Specialists are available to assist in complying with FEMA guidelines and completing all documentation required by FEMA, FHWA or the Office of Inspector General. **Our Staff is well versed in the Code of Federal Regulations (44 CFR), FEMA's Public Assistance Program and Policy Guide (incorporating FEMA Debris Management Guide (FEMA 325), and the Public Assistance Debris Monitoring Guide (FEMA 327).**

CrowderGulf will share its knowledge and experience concerning reimbursement matters. The goal is to obtain maximum reimbursement by utilizing extremely accurate record keeping and exacting quality control measures.

Specifically, CrowderGulf will assist the County with the following:

- Developing Project Worksheets
- Estimating debris volumes for initial damage assessment
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process

- Reviewing all records to assure that they meet federal and state reimbursement guidelines
- Providing various levels of training for County employees
- Documenting all facets of work to support the claim process
- Maintain all documents for 7-10 years

Reimbursement

CrowderGulf is committed to completing any emergency management and recovery project for the County in the minimum amount of time and at the best possible price. We work in full regulatory compliance with all agencies involved in disaster recovery including but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- United States Coast Guard (USCG)
- United States Army Corps of Engineers (USACE)
- Florida Department of Transportation (FDOT)
- Florida Division of Emergency Management (FDEM)

"CrowderGulf has developed a seamless process which allows for the rapid deployment of essential workers, maintained vital communication lines with all parties involved in the cleanup efforts and has strategically allocated resources to the areas of greatest need...They maintain the highest standards in the industry and operate with a level of integrity that is difficult to match."

Mark Claypoole
Gotus Trucking, LLC

ESSENTIAL SUPPORT FUNCTIONS

➢ Readiness Support and Training

CrowderGulf's long and successful history of disaster response and recovery success is, in large part, a result of continuous Readiness Planning and Training. CrowderGulf is dedicated to a year-round cycle of preparation, practice, review and analysis to refine our procedures and processes. We strive for continuous improvement with the goal of exceeding expectations where it matters, in project execution. Joint training and pre-planning with the County will be an important part of Readiness Planning. **On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions.** In addition, our Regional Directors and Project Managers will be available to review and advise on potential DMSs. Preparedness training will be tailored to the County's needs and requests.

Usually, training will consist of all or some of the following topics:

- General understanding of the disaster declaration process
- Understanding the importance of thorough documentation in all processes
- Contract scope of work & scope of work timeframe
- FEMA debris removal eligibility & FEMA required documentation
- Responsibilities of the County & the contractor for debris management
- Pre-event actions
- Management team roles & responsibilities
- Initial response & recovery operations
- Debris removal & monitoring functions
- Truck certification process
- Documentation
- Close out & reimbursement

Training and pre-planning sessions are designed by the needs of each individual Client. CrowderGulf is experienced in assessing the needs of each Client and providing the knowledge and training needed for a successful event. CrowderGulf can provide a more in-depth session for the Clients who need training and plan development specific to their geographical location. CrowderGulf is experienced in assessing the needs of each Client and providing the knowledge and training needed for a successful event. In these situations, CrowderGulf provides in-depth training and plan development through PowerPoint presentations, handouts and tabletop exercises. During the in-depth training and planning sessions, CrowderGulf can offer assistance in helping the decision makers make informed decisions regarding such things as DMS needs and locations, whether it is in the best interest of the Client to acquire a monitoring firm and identify any other concerns that may not have been previously identified.

➢ Subcontracting

Please see Tab 5. Resources and Availability for our complete Subcontracting Plan.

➢ Quality Control

The purpose of a Quality Control Plan is to provide guidance and consistent attention to workplace policies and procedures to facilitate efficient, effective, and safe debris removal and reduction. **CrowderGulf's success in managing quality is achieved by our commitment and attention to the people, processes, and procedures involved in our projects. This starts with identifying and communicating the following Fundamental Values for Quality Control Success:**

- Assurance of open and honest communication with clients at all levels to foster a clear and mutual understanding of expectations and promote mutual respect.
- Commitment to high quality standards - "Lead by Example".
- Dedication to staff training and education at all levels to ensure the correct and safe performance of their tasks.
- Implementing "Clean as You Go" policy for every task

Please see Tab 6 – Project Management for our complete Sample Quality Control Plan.

➢ Health and Safety

CrowderGulf's Philosophy of Safety

All Company operations are managed with an aggressive and proactive commitment to the safety and well-being of employees, subcontractors and the public at large. We believe that this commitment to safety must go hand-in-hand with our commitment to quality production and cost efficiency. CrowderGulf believes that ALL injuries and accidents are preventable through the establishment of and compliance with safe work procedures. Therefore, the prevention of bodily injury and the safeguarding of health are the first considerations in all workplace actions and are the responsibility of every employee and subcontractor at all levels. This philosophy is reinforced and fulfilled as defined below:

- The CrowderGulf Safety Plan for the County shall always be in place to provide mandated directives, required actions, procedures and guidance for all levels of employees from initial response to final closure. The Safety Plan is intended to ensure that all employees work safely and remain safe.
- At all times, CrowderGulf will comply with appropriate safety/ security laws and regulations such as those established by:
  - The Occupational Safety and Health Act (OSHA),
  - The EPA (Environmental Protection Agency),
  - The DOT (Department of Transportation),
  - All other applicable federal, state and local safety and health regulations, and any additional safety standards required by the County

Corporate Commitment to Safety

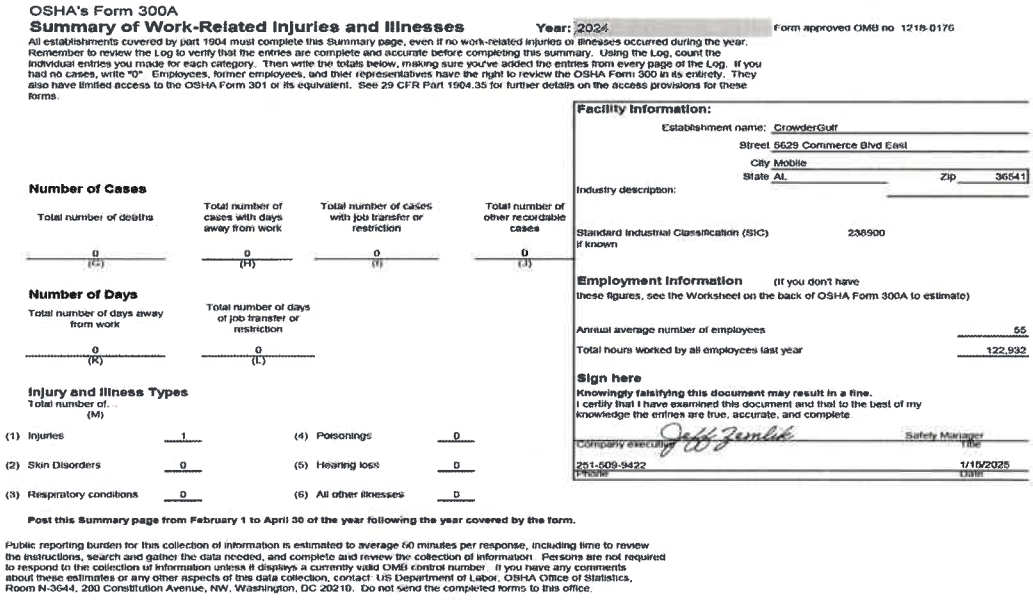
CrowderGulf is committed to providing an accident-free experience for our employees, subcontractors, visitors to our work sites and to the public we encounter during the execution of our projects. Our leadership team is firmly committed to the belief that "All Accidents Are Preventable". To emphasize our commitment to achieving an accident-free experience in every CrowderGulf project, our Company's Senior Executive, Mrs. Ashley Ramsay-Naile, serves as the senior Safety Official. Mrs. Ramsay-Naile's personal attention to CrowderGulf's safety, health and accident prevention performance establishes an absolute standard of top priority for all personnel throughout the organization. Many companies have written safety plans for individual safety topics, but few have a comprehensive plan designed to drive all company operations. CrowderGulf's corporate commitment to safety starts with its written Health and Safety Plan and includes all facets of company planning and operations. Our complete Health and Safety Plan is available upon request.

Safety Performance Summary

Since 2014, CrowderGulf has received no citations, notifications or violations, pertaining to OSHA. CrowderGulf has worked approximately 1,798,603 and experienced 1 total recordable, which is well below industry standard. CrowderGulf policy is that daily toolbox meetings are mandatory, and the Job Safety Analysis (JSA) process to be used as a communication tool for our workers. Every person involved in a CrowderGulf project has not only the right, but the responsibility to stop the job if an unsafe act or situation is discovered, or if there is a need for more understanding of the work process.

Year	Hours Worked	OSHA Recordable	Days Away From Work Cases	R.I.F Rate (Recordable Incident Frequency)	D.a.r.t. Rate (Days Away, Restrictions, or Transfers)
2024	122,932	0	0	0	0
2023	114,400	0	0	0	0
2022	414,960	1	1	.48	.48
2021	161,180	0	0	0	0
2020	177,820	0	0	0	0
2019	189,433	0	0	0	0
2018	173,960	0	0	0	0
2017	148,975	0	0	0	0
2016	111,243	0	0	0	0
2015	94,222	0	0	0	0
2014	89,478	0	0	0	0

*As additional documentation of our exemplary safety record, our most current **OSHA Form 300A – Summary of Work-Related Injuries and Illnesses**, as well as previous years', can be provided upon request.*



OSHA's Form 300A

Summary of Work-Related Injuries and Illnesses Year: 2024 Form approved OMB no. 1218-0176

All establishments covered by part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35 for further details on the access provisions for these forms.

Number of Cases

Total number of deaths (G)	Total number of cases with days away from work (H)	Total number of cases with job transfer or restriction (I)	Total number of other recordable cases (J)
0	0	0	0

Number of Days

Total number of days away from work (K)	Total number of days of job transfer or restriction (L)
0	0

Injury and Illness Types

Total number of... (M)

(1) Injuries	1	(4) Poisonings	0
(2) Skin Disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Facility Information:

Establishment name: CrowderGulf
Street: 5629 Commerce Blvd East
City: Mobile
State: AL Zip: 36541
Industry description:
Standard Industrial Classification (SIC) if known: 236900

Employment Information (If you don't have these figures, see the Worksheet on the back of OSHA Form 300A to estimate)

Annual average number of employees: 55
Total hours worked by all employees last year: 122,932

Sign here

Knowingly falsifying this document may result in a fine.
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete

Company executive: Jeff Zemlik Title: Safety Manager
Phone: 251-609-9422 Date: 1/15/2025

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

CrowderGulf's Site Specific Safety Plan

The Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) for the County shall include the following commitments:

- Maintaining a safety and health program that meets the requirements of OHSA and all applicable laws.
- Equipping employees and subcontractors with the required safety equipment, hard hats, clothing, and other safety materials necessary to perform specific work tasks.
- Preparing an Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) to inventory and address specific work hazards.
- Providing employees and subcontractors with the continuing safety and health training necessary to enable them to perform their work in a safe manner.
- Assuring that at no time, while on duty, may employees or subcontractors be under the influence of alcohol, narcotics, intoxicants or mind-altering substances. Violations of this policy may result in immediate dismissal.
- Assuring that employees and subcontractors be required to immediately report all accidents, injuries, and "near misses" to their supervisor.
- Conducting safety meetings to review past activities, plan for new or changed operations, review hazard analyses and establish safe working procedures.
- Communication of Health, Safety, Security and Environment (HSSE) standards will take place in orientation trainings, safety meetings specific to individual situations, daily toolbox meetings, memos and other ways CrowderGulf deems appropriate.
- Assuring that all associates, regardless of position know that they have the right to "Stop the Job" in the event of a HSSE deficiency.
- Conducting Job Hazard Analyses (JHA) to define the activities being performed, the sequences of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level.

A list of local Hospitals, Police Stations, and Fire/Emergency Response Stations will be provided as part of the Safety Plan after project activation.

SAFETY WILL BE THE PARAMOUNT CONCERN AT ALL TIMES

➢ Environmental and Cultural Sensitivity

CrowderGulf is committed to unequivocal protection of the environment at all work sites and surrounding areas. This is accomplished by paying attention to organizational, operational and performance details. CrowderGulf personnel or subcontractors assigned to specific contractual duties that substantially impact environmental quality (i.e., incinerator operators) will have the quality of their work continually evaluated by a senior supervisor. Employees with duties partially or indirectly applicable to environmental protection will have those duties evaluated daily, whether relating to noise, smoke, dust, traffic, drainage or general containment actions or containment actions specifically related to hazardous materials.



Regulatory Permits and Compliance

CrowderGulf will ensure all applicable permits are obtained before work is started, including but not limited to the following:

- Reclamation of Surface Mining Sites
- Ground and Surface Water
- Local Health Department Permits
- Air Quality
- Forestry
- Storm Water

We work in full regulatory compliance with all agencies involved in disaster recovery including, but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- United States Army Corps of Engineers (USACE)
- Florida Division of Emergency Management (FDEM)
- Department of Health (DOH)
- Department of Transportation (DOT)
- United States Coast Guard (USCG)
- Florida Dept. of Environmental Protection (FDEP)
- Florida Dept. of Transportation (FDOT)

Environmental and Historic Considerations

State and local regulations, laws and ordinances will be addressed and followed for all environmental and historic preservation issues. The following list provides a brief review of the primary Federal laws which must be considered during debris management practices:

- National Environmental Policy Act
- Clean Water Act
- Clean Air Act
- Coastal Barrier Resources Act
- Coastal Zone Management Act
- Endangered Species Act
- Fish and Wildlife Coordination Act
- Wild and Scenic Rivers Act
- Executive Orders
- National Historic Preservation Act
- Resource Conservation & Recovery Act

CrowderGulf has experience in restoring TDMS sites to natural preserve areas. One such example is the Puschel Preserve area on Sanibel Island, Florida.



On September 28, 2022, Hurricane Ian made landfall on Sanibel Island as a deadly Category 4 Hurricane. Maximum sustained winds of 155 mph and a storm surge inundation of an unprecedented 12 to 18 feet caused catastrophic damage to Sanibel Island and the causeway linking island to the mainland. Due to the extensive damage caused by Hurricane Ian, CrowderGulf established 5 debris management sites to remove and process over 2.2 million cubic yards of storm debris from the Island. The effort also included safely removing 13,154 hazardous trees/limbs from roadways and bike trails, 15,583 white goods, 7,102 pieces of electronic waste and 6,873 pounds of household hazardous waste.

One of the construction and demolition debris management sites was reclaimed to provide a nature preserve to the Sanibel Captiva Conservation Foundation (SCCF). During the debris removal operations, nesting bald eagles raised a pair of young fledglings adjacent to the debris management site. The Puschel Preserve Eagles were quite famous and became a symbol of resilience and recovery for the residents of Sanibel Island. The Puschel Preserve will serve as a lasting reminder that a beautiful and sustainable park was created following the devastation of Hurricane Ian for the residents and visitors of Sanibel Island to enjoy for generations to come.

Please visit CrowderGulf's website to view full video with an overview of the Puschel Preserve Project:
https://crowdergulf.com/crowder-gulf-tv/

Environmental, Historical, or Archeological Sensitive Areas

In many cases, historical or archeological sensitive items may be marked as debris. CrowderGulf's goal is to disturb artifacts as little as possible when performing debris removal operations. CrowderGulf will work with the State and utilize historical and archeological maps to mark these areas using GPS. These coordinates will be uploaded to our GPS units to create a buffer zone that will alert crews to sensitive areas. If an artifact is recovered, operations will be stopped, and the proper authorities will be notified. Environmentally sensitive areas will be dealt with in the same manner. While working within known environmentally sensitive areas, CrowderGulf will utilize natural resource advisors (NRA) to aid debris removal operations in minimizing impact.

Specific Environmental Concerns

Spills or Leaks

Should a spill or leak occur during the performance of this contract, CrowderGulf will report the spill or leak to the County. CrowderGulf shall be responsible for cleaning up all spills in compliance with federal, state, and local laws and regulations and at no cost to the County or other government entities.

Asbestos Containing Materials

CrowderGulf is experienced in successfully managing the removal of asbestos containing material. If asbestos is encountered during a recovery effort for the County, CrowderGulf will utilize its resources to ensure all asbestos related activities are in accordance with Environmental Protection Agency (EPA) requirements, specifically the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61, Subpart M.

CrowderGulf staff will always comply with all environmental laws and regulations. CrowderGulf will conduct all debris operations outlined in this proposal to meet the program standards provided for in the **FEMA Public Assistance Program and Policy Guide**. In addition, CrowderGulf will conduct all debris related operations in accordance with all applicable federal, state, and local laws, rules and/or regulations.

➢ Public Relations

After a disaster, residents want answers regarding recovery operations. CrowderGulf will work closely with the County to ensure that the residents are given accurate and timely information for their use and own individual planning purposes.

Developing a Public Information Campaign

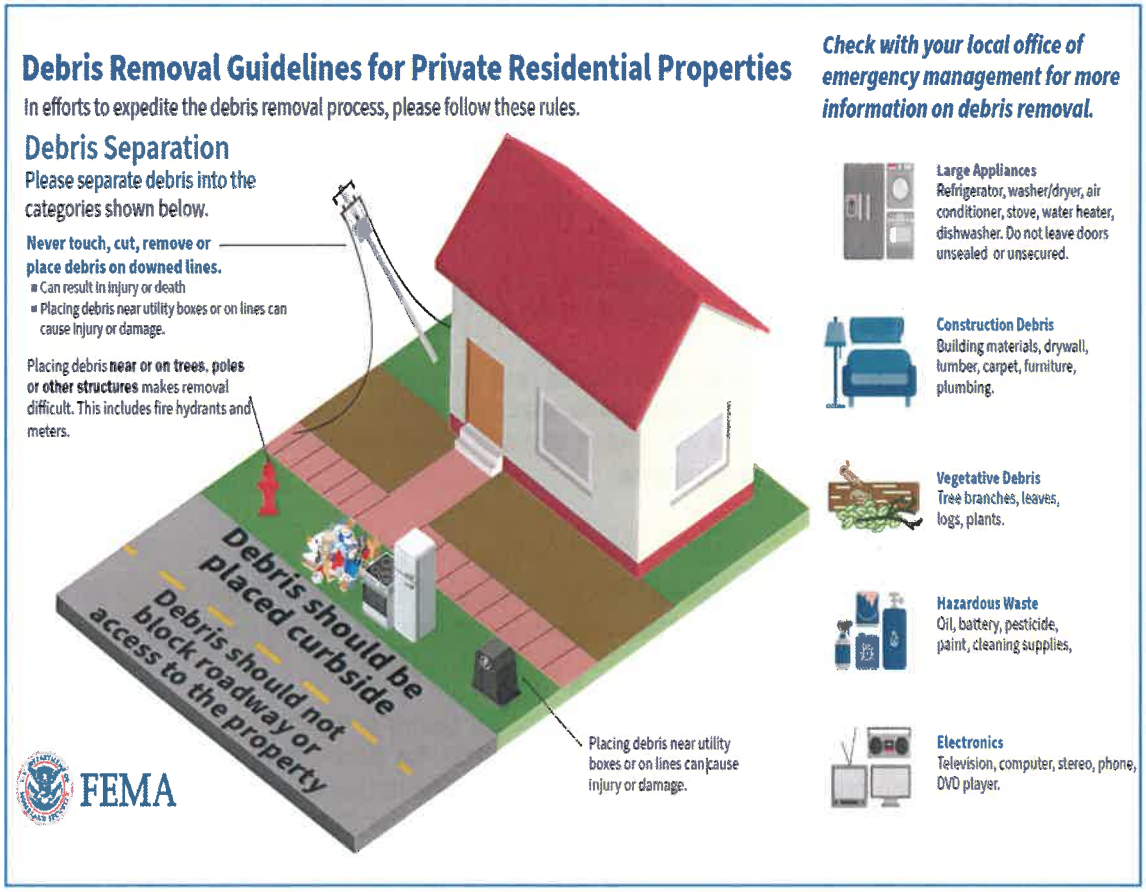
Experienced CrowderGulf personnel will be available to assist the County in the development of a public information campaign, specifically to the disaster. The information could include the parameters, rules and guidelines of debris operations so residents can begin their personal recovery activities. The language used will be simple and easy for all residents to understand. Materials and information may be distributed in more than one language for it to be understood by non-English-speaking populations and neighborhoods.

Distribution Strategy

The following are suggested vehicles for distributing information:

- **Media** – Local television, radio, newspapers, or community newsletters
- **Social Media** – Connect with citizens via Social Media Applications
- **Internet Site** – Polk County Website (https://www.polk-county.net
- **Public Forums** – Interactive meetings at town hall or shopping area kiosks
- **Direct Mail Products** – Door hangers, direct mail, fact sheets, flyers within billings, and billboards
- **County or Emergency Management Applications** – Integrate updates with preferred digital applications

Sample Flyer that can be distributed to local media outlets to assist citizens in properly segregating their debris curbside:

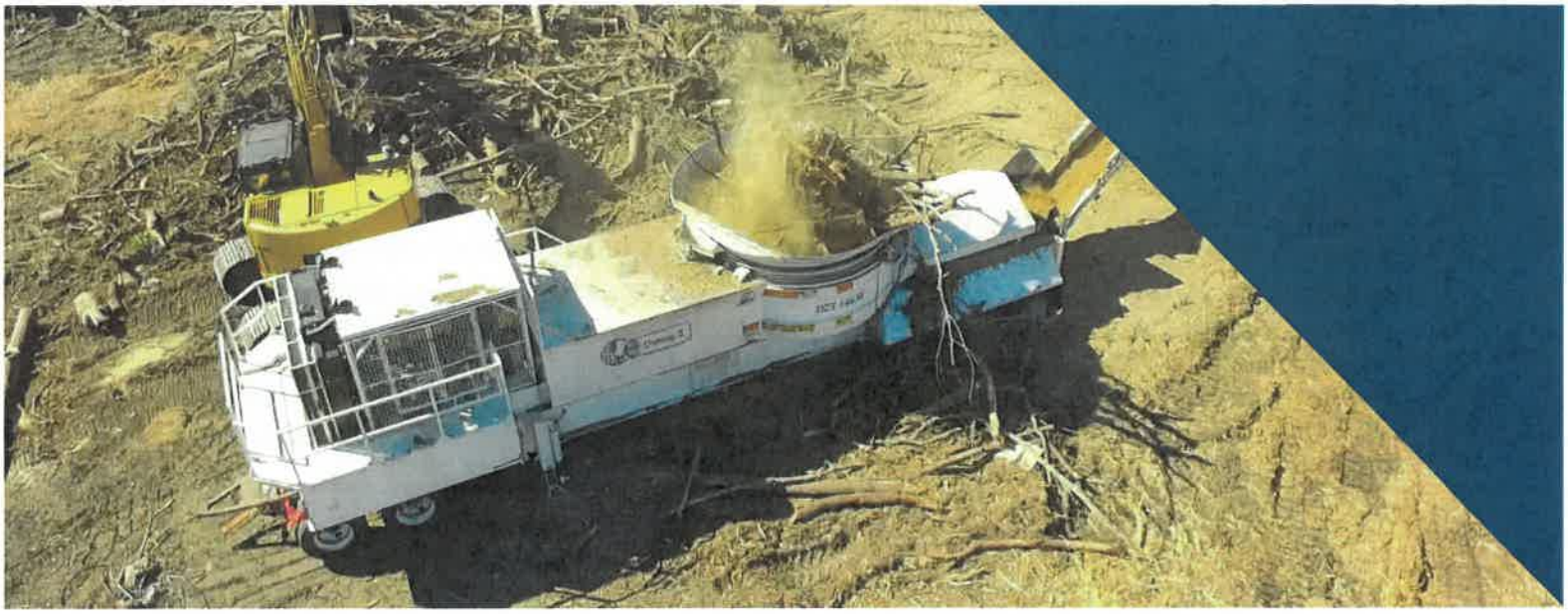


Updates and Redistribution

The public information strategy will be able to address changes and revisions as debris removal operations progress. During the early stages of the operations, distribution may rely on the immediate transmission of the information through radio and television, to update the public regarding the debris removal operations. Once operations become more routine and predictable, the information can be distributed through the print media, such as newspapers, mailings, and flyers.

Debris Information Center

CrowderGulf can assist the County in establishing a temporary debris information center to address concerns and complaints, and answer questions that are not included in the public information campaign at large. The debris information center may also be utilized to report fraud. Regardless of the venue, it will be important to address the residents' concerns, complaints, and questions in a timely and efficient manner. Feedback from the information center will give the Management Team an indication of how effective and efficient the operations are progressing. The County and the On-Site Management Team may use this information to adjust operations appropriately.



CROWDER GULF

Tab 6. Project Management



Polk County, FL

RFP 26-011 for Disaster Debris Removal Services

Tab 6. Project Management

Contract Management - Ability to Execute Concurrent Contracts Across Multiple Regions

CrowderGulf has a proven history of simultaneously managing multiple contracts, fluctuating workloads and many specialty debris projects such as waterway debris removal and demolition. CrowderGulf has at its disposal an extensive inventory of company-owned equipment coupled with a large pool of dedicated subcontractors to complete any project, large or small Most importantly, our full-time, disaster-experienced management teams are committed to serving all clients with integrity, promptness and reliability.

The Summary Table below provides a snapshot of CrowderGulf's relevant disaster work experience. It reflects the Company's ability to successfully complete multiple simultaneous disaster projects by providing the personnel and equipment resources needed, regardless of size, location, number of active projects, or the nature and severity of the disaster. Over 98% of the 631 disaster projects listed in the table below were the result of pre-event contracts that were activated after a disaster. CrowderGulf successfully provided every Client with all the detailed, accurate and timely documentation required by FEMA to receive reimbursement.

SUMMARY TABLE OF SIMULTANEOUS DISASTER DEBRIS PROJECTS

Year	Hurricanes & Storm Disasters	Simultaneous Contract Activations	# of DMS Managed	Invoice Amt	Approx. Cubic Yards (CY)
2025	Ice Storm, Straight Line Winds, Floods	4	4	$2,647,501	37,410
2024	Hurricanes Milton, Helene, Francine, Beryl, Debby, & Straight-Line Winds, Severe Storms	89	151	$461,874,363	18,772,394
2023	Hurricane Idalia; Ice Storm, Tornados,	19	8	$34,270,393	2,003,207
2022	Hurricanes Ian & Nicole, Severe Storms	45	82	$413,321,806	19,454,567
2021	Hurricanes Ida, Nicholas; Tornados, Storms	25	26	$56,594,407	2,772,654
2020	Hurricanes Laura, Sally, Zeta; Tropical Storm (TS) Cristobal, Hanna, Tornados	39	91	$572,126,410	32,237,626
2019	Hurricane Dorian, TS Imelda, Tornado,	7	4	$4,558,359	169,827
2018	Hurricanes Florence & Michael, Red Tide	40	56	$284,507,351	19,311,887
2017	Hurricanes Irma, Harvey, Nate, TS Cindy	98	144	$298,172,017	18,559,759
2016	Hurricanes Hermine & Matthew; Severe Storms, Flooding, Tornado	53	36	$100,501,633	6,725,538
2015	Severe Storms, (Flood & Tornados)	10	0	$2,311,844	109,578
2014	Ice Storms Pax & Ulysses, Severe Storms	14	5	$9,866,559	669,314
2012	Hurricanes Isaac & Sandy	13	4	$60,627,670	972,993
2011	Hurricane Irene	31	13	$14,754,641	1,673,821
2008	Hurricane Ike	36	27	$178,318,425	16,933,904
2005	Hurricanes Dennis, Katrina, Rita, Wilma	69	41	$281,418,949	19,441,656
2004	Hurricanes Charley, Frances, Ivan, Jeanne	36	61	$292,426,233	16,800,678
2003	Hurricane Isabel	16	19	$66,344,733	5,447,815

CrowderGulf Services Available in the County

CrowderGulf has a detailed and strategic plan tailored to meet the needs and specific requirements of the County. The services provided will consist of furnishing all labor, materials, and equipment to complete and deliver full Emergency Response and Recovery Services. CrowderGulf can offer the County the widest possible spectrum of debris management and disaster recovery services which are itemized below:

Pre Planning & Training

Annual pre-disaster debris management planning sessions include training, review of emergency management plans, Debris Management Site (DMS) selection and other disaster recovery components.

Aerial Assessment via Helicopter Flyover

After a storm has impacted a large area, CrowderGulf often implements the use of a **helicopter flyover** with local officials, to assess the damage. This allows our team to prioritize which areas may need assistance sooner than others based on severity of damage, as well as see progress once work starts.

Emergency Road Clearance "PUSH"

CrowderGulf provides push services by making certain that roadways designated by the County are clear and passable within 70 working hours from issuance of a Notice to Proceed (NTP) with such clearance.

Right of Way (ROW) Debris Removal

CrowderGulf performs permitting, clearing, and removing FEMA eligible disaster debris from the public rights-of-way, streets, roads, canals, lakes, ponds, and waterways as directed by Polk County. Each load of debris is accurately recorded electronically or on load tickets and presented to the County daily along with requested daily and weekly production reports.

Private Property Debris Removal (PPDR)

When requested, permitted, and approved by FEMA, State, or Local Government, CrowderGulf can conduct debris removal operations from private property. Debris must eliminate the immediate threat to lives, public health, and safety; and must be a result of the declared incident and within the designated area. Each load of debris is accurately recorded electronically or on load tickets and presented to the County daily along with requested daily and weekly production reports.

Development and Operation of Temporary Debris Management Sites (TDMS)

CrowderGulf constructs TDMS to handle the volume of debris generated in the County by the disaster. Operation of the TDMS includes debris separation, reduction, recycling and proper holding, separating and disposal of hazardous waste and fluids. TDMS are fully restored to original condition after project completion. CrowderGulf can also assist in selecting and identifying appropriate TDMS locations and provide site specific operational plans.



Final Debris Disposal

CrowderGulf disposes of all debris, including reduced debris, in accordance with all applicable federal, state and local laws, standards and regulations. At the County's request, tipping fees associated with final disposal facilities can be paid by CrowderGulf and back billed to the County as a pass-through cost.

Stump Removal

All stump removal will be conducted following all FEMA Public Assistance Program and Policy Guidelines. Stumps left on the rights-of-way will be hauled as regular vegetative debris. Only hazardous stumps that meet FEMA stump requirements will be removed upon FEMA approval. Complete documentation will be collected before and after the extraction.

Tree Trimming & Removal (Leaners and Hangers)

CrowderGulf performs tree trimming and removal in accordance with American National Standard ANSI A300. Other tasks also associated with tree trimming are tree topping, stump grinding, grubbing, clearing, hauling and disposal of trees to abate imminent and/or significant threats to public health and safety. All tree work is directed by the County and a FEMA representative. CrowderGulf has certified arborists to assist the County with tree trimming and removal.

Arborist Program

Understanding the dynamics of tree growth and health is pivotal in fostering resilient tree canopies, particularly in the face of natural disasters such as high wind events and tropical systems. Mismanaged tree canopies not only escalate debris generation post-disaster but also increases the threat to public health and safety. At CrowderGulf, we recognize the significance of arboriculture in disaster recovery efforts. Building upon our longstanding provision of arborist services post-storm disaster, we have expanded our program to include pre-storm disaster arborist services aimed at proactive canopy management within the framework of contemporary arboriculture standards.

In-House Arborist:

CrowderGulf provides an in-house arborist who works closely with our safety team, ensuring adherence to arboriculture and safety protocols across all CG projects. This expert not only oversees tree crews but also provides invaluable guidance to Project Managers (PMs) on safeguarding undamaged trees, prioritizing high-value trees to minimize additional damage, and managing arboriculture procedures aligned with FEMA reimbursement criteria. Moreover, our arborist team possesses utility training, equipping them to address concerns regarding right-of-way access and usage, including complexities arising from interactions with various utility companies within the canopy's vicinity.



Detailed Inspection:
Measuring a 3-inch tree limb in a Level 2 Assessment to guide precise trimming and ensure compliance with ANSI A300 arboriculture practices.

Level 1 Assessment:

A Level 1 Limited Visual assessment conducted by our trained arborists offers a rapid yet comprehensive evaluation of trees across extensive areas. By methodically traversing designated zones, our arborists examine trees and vegetation to identify potential risks, focusing on signs of disease, decay, and structural defects that could pose hazards to people or property. These assessments serve as crucial initial screenings to promptly identify trees requiring immediate action, ensuring proactive hazard mitigation before potential damage or liability occurs.

Level 2 Assessment:

During a Level 2 Basic assessment, our certified arborists conduct thorough visual inspections of trees and their surroundings to identify defects or hazards. Utilizing specialized tools and techniques, they examine the tree's trunk, branches, and crown for indications of decay, disease, or compromised structural integrity. Following this assessment, arborists determine whether observed conditions warrant a more intensive Level 3 Advanced assessment, providing property owners with detailed reports outlining risk ratings and recommended mitigation measures.

Level 3 Assessment:

Level 3 Advanced assessments involve in-depth evaluations of a tree's structural integrity and health, employing advanced diagnostic tools and techniques to uncover hidden defects or decay. Climbing inspections, resistance drilling, sonic tomography, and root system inspections enable arborists to assess structural defects, disease progression, and overall tree health accurately. The findings from these assessments inform tailored care measures, empowering property owners, managers, or municipalities to make informed decisions regarding tree management and disaster preparedness.

Demolition

CrowderGulf provides demolition services and removal of condemned structures and buildings that pose a threat to public health and safety. All demolition services requested commence with safety and regulatory requirements in place and all local, state and federal requirements are followed.

Derelict Vehicle and Vessel Removal

CrowderGulf can perform all aspects of vessel and vehicle removal from land or water. Also offered is assistance with ownership records and contact verification procedures. If needed, a storage site is established, maintained and managed for the vessel and/or vehicle holding, as may be required by law. Documentation is kept on all stages of the removal of each vessel and vehicle from collection to final disposal.

Removal & Disposal of White Goods & E-Waste

CrowderGulf is experienced in the special handling of white goods (refrigerators, stoves, ac units, etc.) and e-goods (electronic equipment). All regulations on the proper disposal of hazardous fluids removal are followed.

Waterway Debris Removal & Shoreline Restoration

CrowderGulf has completed numerous projects throughout the Southeast removing marine debris from storm water drainage ditches to large rivers and canal systems. Removal of debris from the rivers and canals can require the use of shallow draft boats and barges equipped with knuckle-booms or track-hoes with debris grapples. In shallow water areas with limited access and in extremely sensitive areas, the debris is removed by hand labor. CrowderGulf has also completed earthen-fill repairs and restoration as well as armored shorelines consisting of riprap, (both stone and recycled concrete). CrowderGulf also has the capabilities and experience installing gabions, geo-web products and various types of bulkheads and retaining walls.

Sonar Scanning

CrowderGulf has conducted numerous large scale operations utilizing sonar imagery and underwater video and photography. Sonar scanning is a technological and efficient way to locate and remove sunken marine debris from waterways.



Technical Disaster Recovery Assistance

CrowderGulf can aid with all aspects of the Public Assistance Program including damage survey reports, project worksheets, documentation support and consultations/negotiation services and any other technical assistance needed.

Other Services CrowderGulf is Experienced in are, but not limited to:

- Household Hazardous Waste (HHW)
- Levee Construction
- Land Clearing and Site Preparation
- Road and Utility Work
- Marine Salvage
- Marine Construction
- Bulkhead and Pier Replacement
- Portable Housing
- Cellular Tower Construction
- Temporary Ice, Water and Other Consumables
- Hazardous Materials Handling
- Park Restoration & Historic Property Preservation
- Temporary Power Services/Generators
- Dredging
- Pile Driving
- Bio-Mass Recycling
- Wetlands Restoration
- Sand Screening

Drone Capabilities

CrowderGulf utilizes cutting-edge drone technology, integrated with advanced mapping and analysis software, and enhances precision with GNSS survey receivers equipped with Real-Time Kinematic (RTK) technology. This comprehensive suite of tools is pivotal in our debris management operations, including on city owned properties, private properties, linear utility easements, and public rights of way, ensuring that our documentation meets the stringent accuracy and compliance standards required for FEMA reimbursement.

Accurate Documentation for FEMA Reimbursement: The precision offered by the Drone's high-resolution imaging combined with GNSS survey receivers and RTK technology, giving centimeter level positioning accuracy, ensures that every piece of debris documentation is accurate and verifiable. FEMA requires detailed, precise, and auditable data to approve reimbursement claims. Our technology stack provides georeferenced images and detailed maps that meet these requirements by accurately documenting the location, extent, and type of debris, ensuring that all information is FEMA-compliant.

Private Property Debris Removal Documentation: The advanced imaging and precise location data capture capabilities of our equipment facilitate comprehensive documentation of debris on private properties. This level of detail is critical not only for operational efficiency but also for providing the necessary documentation to FEMA, which often requires proof of debris impact and removal for reimbursement.

Linear Easement (Utilities & Waterway)/Right of Way Documentation: For debris located in linear easements (both land and water) and rights of way, our drones and GNSS receivers map and document with pinpoint accuracy. The ability to survey and map easements, waterways, and rights of way provides tremendous operational benefits. This ensures that all necessary documentation for FEMA reimbursement is complete and accurate, showing exactly where debris was removed, the volume of debris, and the condition pre & post-removal.

Enhanced Mapping and Estimating with RTK: RTK technology enhances our mapping and estimating capabilities by providing centimeter-level accuracy. This allows for exact volume measurements and detailed debris mapping, which are crucial for real time operational decision making and FEMA reimbursement claims. Accurate volume estimations ensure that claims are reflective of the actual work performed, which is necessary for securing appropriate reimbursement.

Post Processing and 3D Modeling: The integration of precise aerial data with advanced software allows for the creation of detailed 3D models and volumetric assessments, which can be used in the preparation of FEMA reimbursement documentation and internal/ public messaging and information sharing. These models provide a clear, indisputable base for claims, enhancing the transparency and traceability of the cleanup efforts.

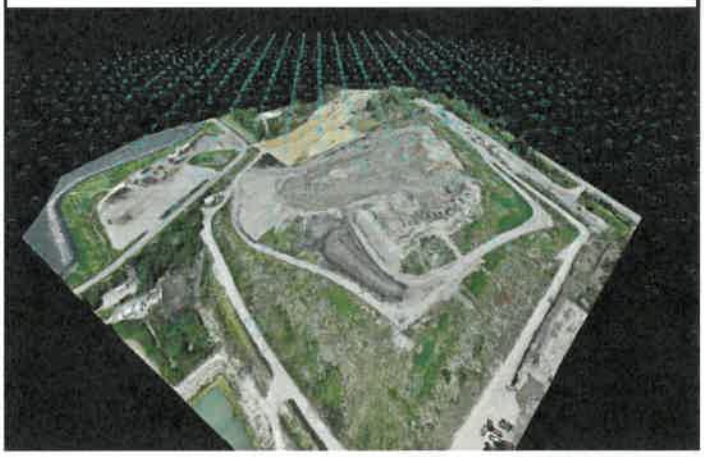
Monitoring and Mitigating Environmental Impacts: Our accurate mapping and detailed documentation also play a role in demonstrating compliance with environmental regulations, a factor often reviewed in conjunction with FEMA reimbursement. We document the initial environmental state, the impact of debris, and the restoration efforts, all of which are crucial for maintaining environmental compliance and fulfilling FEMA's requirements.

By deploying Enterprise level drones, GNSS Survey Receivers, and RTK technology, CrowderGulf not only streamlines debris management operations but also ensures that every aspect of our documentation is precise and compliant with FEMA's stringent standards. This meticulous approach to accuracy and documentation greatly enhances our ability to secure timely and adequate FEMA reimbursements, supporting the financial stability clients and operational continuity of our debris management efforts.

Benefits of Drone Technology:

- High Resolution Aerial Maps of DMS or Affected Area
- Debris Estimation
- Damage Assessments
- 3D Models
- Waterway/Easement Mapping, Assessments and Surveys
- High-Definition Video
- Live Stream Video for Emergency Operations Center (EOC) or other meetings
- Site/Project Documentation
- Historical Documentation
- **Environmental Impact Surveys**
- Allows for effective distribution of information to the public showing the scope of the project.
- Training
- Public Messaging Deliverables
- More cost effective than traditional aerial platforms
- Can be deployed quickly in the most austere environments with little support.

3D Modeling of PDR Assessment





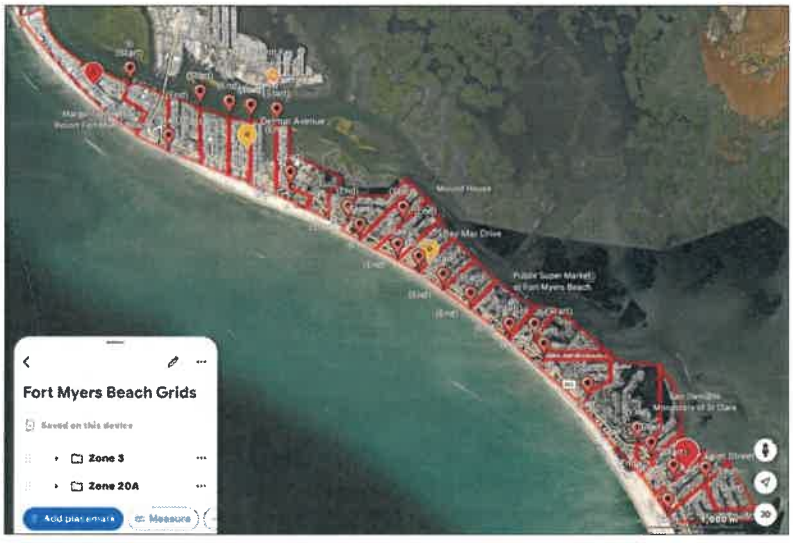
Advanced Aerial Photography
3D Model Photos taken in Edgecombe County, NC

Field Mapping Capabilities

CrowderGulf's commitment to client support, quality control, and effective project control delivery has been a key component in our success across our over fifty-five (55) years serving communities like Polk County in the wake of disaster. As advancements in technology and updated Public Assistance Policies create new evolutions in disaster response and recovery, CrowderGulf's ability to map and communicate real-time information has matched each evolution stride for stride. CrowderGulf's senior and field management team have the ability to conduct and map damage assessments, as well as create mapping throughout each phase of the project timeline to relay any number of relevant project metrics, hazards/ potential disruptions to service, right-of-way (ROW) debris volumes through each debris collection "pass," as well as map, plan, and track progress for specialty scopes of service such as waterway debris removal.

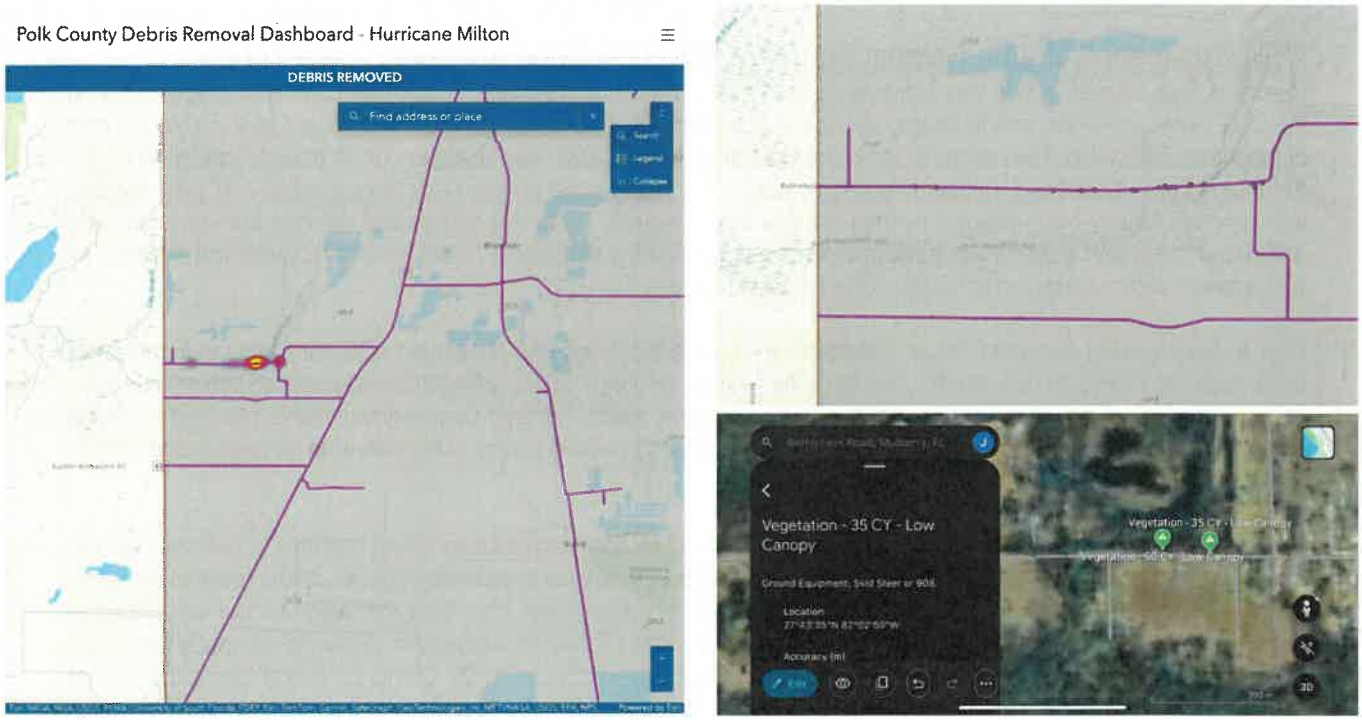
Our team utilizes arcGIS layers, Google Earth, and additional open-source programs capable of running Large Language Models (LLM's) to incorporate project metrics for both internal use in the field and project schedule reporting. This technological capability allows CrowderGulf to integrate pre-existing, designated "debris zones" with field mapping, as well as create delineated work areas as needed, if none exist. CrowderGulf's field mapping system allows management team members to create "workbooks" or maps on demand completely offline, most notably, in catastrophic events where cellular and internet connectivity have been severely impacted or lost all together. This system is compatible with both major Operating Systems (OS) and can be easily shared between devices. Mapping, including the ability to produce hard copies, will be available to all project management team members, subcontractors, and Polk County Stakeholders and their representatives.

The applications for our field mapping system are nearly endless respective to each individual disaster and resulting scopes of service. Having Polk County's boundaries (including incorporated municipalities), as well as its Debris Management Sites (DMS) pre-loaded prior to any event or activation, CrowderGulf's management team will be able to support the County's recovery from the very outset of any disaster debris removal project in the County. Additionally, this system can be used to integrate "blue-sky" planning information such as indicating work areas with aging infrastructure or increased susceptibility to flooding/ surge impacts, for example. CrowderGulf's mapping serves to augment the County's GIS department, as well as provide context or additional in conjunction with the mapping provided by the County's Debris Monitoring Firm. This effort in ensuring the utmost client support in any disaster event, regardless of size and scope, further exemplifies CrowderGulf's commitment to providing Polk County with the most engaged project management team and the best partner in disaster debris removal.



Pictured is an example of "debris zones" being created for Fort Myers Beach after Hurricanes Helene/ Milton impacted the Town in the fall of 2024. This "workbook" was shared between CrowderGulf's Senior Project Manager, Project Manager, and Field Supervisor to complete multiple targeted passes on debris streams such as Vegetation, C&D, and HHW. A similar mapping system was utilized in the fall of 2022 after Hurricane Ian devastated the Town with a catastrophic 14-foot storm surge. CrowderGulf's field mapping system allowed our team to conduct operations following Hurricanes Helene and Milton amidst the larger rebuilding effort stemming from Ian by indicating areas of heavy construction, or infrastructure installations, for example. This allowed CrowderGulf to provide the Town with the most efficient, effective debris removal operations while mitigating any delays of service for both debris' removal and overall restoration on the nine (9) square-mile island. CrowderGulf's operations for the Town post-Ian resulted in nearly one-million cubic yards being collected and disposed of, while debris operations following Helene and Milton resulted in less than 15,000 cubic yards being collected.

The drastic difference in operational considerations and project parameters between the two responses across the same work area highlights CrowderGulf's commitment to our clients by utilizing every possible tool to ensure project quality control across activations of any size and/ or scope. Most recently, these field mapping workbook communications played a key role in successfully completing 115 disaster debris removal activations in 2024, including the effective management of over 120 Debris Management Sites (DMS) and 95 Final Disposal Sites (FDS) across the State of Florida and the Southeastern United States. Utilizing this methodology, CrowderGulf completed 99.8% all right-of-way collection within the 100% reimbursement window across the State of Florida, collecting and disposing of over sixteen (16) million cubic yards across all projects.



CrowderGulf's field mapping methodologies are used in conjunction with Polk County's Debris Monitoring Firms' (DMF) debris dashboard and digital mapping. The example above represents CrowderGulf's field management team coordinating with debris monitors, county departmental personnel tasked in disaster debris functions, as well as our own internal operators and ground crews. In this scenario, CrowderGulf field staff would communicate a potential operational challenge in the form of a low tree canopy along Bethlehem Road in the Polk County municipality of Mulberry, FL. This easily communicable file is used to coordinate proper traffic safety protocols and the application of equipment with the appropriate operational footprint, as well as the articulation and attachments best suited to safely and efficiently remove the debris without causing damage to valuable debris assets or private property. The ability to forecast and mitigate potential delays in service is critical to project success through all phases of operations, especially in areas with an acute, outlying debris field with above average transit times as pictured above.

Past Performance and Experience

For all activations, CrowderGulf Management teams have been led by highly qualified, disaster-experienced, knowledgeable personnel. These individuals are well-versed in FEMA regulations, including eligible work, funding and reimbursement requirements. Several of CrowderGulf's personnel have held emergency management positions both locally, as well as state and federal positions. These individuals provide updates and training to CrowderGulf staff on a regular basis. Details of personnel qualifications are provided in the **Key Personnel Section** of this proposal. CrowderGulf's ability to successfully manage multiple contracts, within client timelines and FEMA guidelines, is highlighted in the following excerpts of experience following major natural disasters. A Summary Chart is included at the end of each year's work that shows the varied scopes of work that were completed.

2024 Hurricanes Milton, Helene, Francine, Debby & Beryl & Straight-Line Winds

Hurricane Season in 2024 was very active along both the Gulf Coast and the East Coast. Five hurricanes made landfall in the U. S.: three in Florida, one in Texas, and one in Louisiana. Over 350 lives were lost and according to FEMA the cost of more than $90 billion. The second storm of the season, on July 8, 2024, was Hurricane Beryl. It made landfall along the Southeast Texas Coast as a re-intensified Hurricane 1. The Texas coast suffered extensive flooding and wind damage with Brazoria County being affected by the east side of the eyewall. There was widespread damage from downed trees and power lines, with flooding and infrastructure damage occurring throughout numerous other coastal communities as well as many communities further inland in the Houston region.

Prior to Beryl coming ashore in Texas, CrowderGulf's operational team was pre-staged near our clients to immediately begin assisting them with their needs. One day after landfall, on July 9, 2024, CrowderGulf was activated to provide push crews to the City of Angleton for emergency clearing of priority roads. City and County governments received mounting pressure from state and federal officials (FEMA) to help provide a complete picture of the statewide damage based on their damage assessments.

CrowderGulf assisted clients with this task by mobilizing multiple assessment crews which coordinated with each of our clients to provide individualized debris removal quantity and cost estimates and develop specific debris removal timelines. While CrowderGulf teams were developing debris estimates, simultaneously, other team members worked with Clients to identify, permit and develop Temporary Debris Management Sites (TDMS) throughout the damaged areas. By the end of the first week after Beryl's destructive path, CrowderGulf had been activated by 20 Clients (municipalities and counties) and crews were removing debris from the rights-of-ways. CrowderGulf developed and managed nineteen (19) Temporary Debris Management Sites (TDMS) to reduce the debris produced by Hurricane Beryl.

On September 26th, Hurricane Helene, a Category 4 storm made landfall. More than 230 people were killed from this violent storm's devastation across Florida, Georgia, South Carolina, North Carolia, Virginia and Tennessee. CrowderGulf responded to 16 client activations resulting in the removal of 1.2 million Cubic Yards of debris. Two weeks into the cleanup efforts for Hurricane Helene, Hurricane Milton made landfall on the eastern side of the Gulf of Mexico at Siesta Key, Florida. This powerful category 3 hurricane resulted in 32 client activations. CrowderGulf removed over 3.5 million cubic yards of debris with project totals reaching over 100 million dollars for the debris removal and recovery work.

2024 Hurricanes Milton, Helene, Francine, Debby & Beryl & Straight-Line Winds, Severe Storms												
89 Total Clients	Number of Clients in 2024 Utilizing Tasks Listed Below											
Contract Amt	DMS Sites	ROW Haul	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	Freon	E-waste	HHW	ADMS Utilized	Waterway Debris
$461,874,363	138	82	53	49	29	9	13	2	10	12	76	2

2022 Hurricanes Ian and Nicole

- **Hurricane Ian Impact**: Hurricane Ian made landfall on September 28, 2022, in Southwest Florida, near Fort Myers, as a strong Category 4 storm. Ian is currently estimated to be the costliest storm in Florida's history. The Town of Fort Myers Beach, City of Sanibel, and Lee County suffered catastrophic damage. Widespread wind and flood damage occurred throughout the impacted areas and severe storm surge damage in the beach towns and communities within Lee County.
- **Immediate Response**: As the day broke and Ian's winds had weakened, the devastation was unimaginable. One of the first things reported to the team was the destruction of the Sanibel Causeway, cutting the City of Sanibel off from the mainland. CrowderGulf immediately recognized the need to set up barging for the City. We coordinated with the City and mobilized barges the following day. On October 1, 2022, just three days after Ian's landfall, CrowderGulf got the first barge on the scene.
- **Barge Operations**: Barge operations involving five large barges supplied by CrowderGulf, supported transporting fire, police, EMC, power companies to the island for approximately three weeks.
- **Emergency PUSH Operations:** In the first hours after Hurricane Ian's devastation, while barge operations were being set up for Sanibel, CrowderGulf was also performing emergency PUSH operations in Lee County, Fort Myers, Fort Myers Beach, Estero, and Bonita Springs. All combined, CrowderGulf had approximately 200 PUSH crews operating within the State of Florida.

Full-scale Operations: While PUSH crews cleared roads, other CrowderGulf crews developed 63 Temporary Debris Management Sites (TDMS) throughout the damaged areas to start receiving debris. CrowderGulf began hauling debris from the ROW to TDMS just three days after landfall. Within Unincorporated Lee County, CrowderGulf achieved a maximum daily production of 107,000 cubic yards per day, resulting in over **8 million** cubic yards being removed. Response-wide in the State of Florida for Hurricane Ian, CrowderGulf reached a maximum daily production of 194,000 cubic yards per day, resulting in more than 17 million cubic yards of debris being removed.

2022 Hurricanes Ian & Nicole												
39 Total Clients	**Number of Clients in 2022 Utilizing Tasks Listed Below**											
Contract Amt	PUSH Ops	ROW Haul	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	Freon	E-waste	HHW	ADMS Utilized	Waterway Debris
$413,321,806	**11**	**37**	**52**	**38**	**18**	**8**	**7**	**6**	**7**	**6**	**38**	**4**

2021 Hurricanes Ida and Nicholas

On August 29, 2021, Hurricane Ida impacted much of coastal Louisiana, including St. John the Baptist Parish. With hurricane force winds more than 150-mph, Ida was a deadly and destructive Category 4 Atlantic hurricane that became one of the most damaging hurricanes to make landfall in the state of Louisiana.

CrowderGulf held a pre-event contract with St. John the Baptist Parish and CrowderGulf's contracts manager, Wes Naile, was in contact to discuss the possibility of the issuance of a Notice to Proceed (NTP), once the Parish was in the cone of uncertainty. On September 7, 2021, in the immediate aftermath of Ida, as soon as it was deemed safe and a NTP was issued by the Parish, our Director of Operations was on the ground doing damage assessment.
CrowderGulf's Management team immediately mobilized all personnel, support equipment, and assets for the initial PUSH on all essential roadways. Simultaneously, resources for the Rights-of-Way (ROW) debris removal. Three debris management sites (DMS) were immediately developed to accept incoming storm debris. This project activated approximately 30 self-loading grapple trucks as well as several wheel loaders, skid-steers and other supporting equipment required to perform all necessary actions. After six months, the final pass was initiated, and the debris removal portion of the Parish project was completed on May 15, 2022.

On March 4, 2022, the Parish activated CrowderGulf to begin debris removal operations in waterways, drainage laterals and ditches. The CrowderGulf Team removed and disposed of over **79,000 cubic yards** of debris, and the contract remains open for future work with laterals and ditches.

2021 Hurricanes Ida and Nicholas; Flooding and Tornado												
15 Total Clients	**Number of Clients in 2021 Utilizing Tasks Listed Below**											
Contract Amt	PUSH Ops	ROW Haul	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	Freon	E-waste	HHW	ADMS Utilized	Waterway Debris
$56,594,407	**2**	**15**	**13**	**15**	**4**	**3**	**3**	**2**	**1**	**10**	**11**	**1**

2020 Hurricanes Laura and Sally, Zeta, TS Cristobal & Tornados

In 2020, CrowderGulf responded to nine major disasters with 34 contract activations in six different states. CrowderGulf developed and managed 49 Debris Management Sites (DMS) during activations. These debris activations were conducted simultaneously with multiple missions occurring within and across regions. During the first 60 days after Hurricanes Laura and Sally, CrowderGulf removed over 12 million cubic yards of debris from the ROW. This consistent daily production of over 204,000 cubic yards of debris per day demonstrated CrowderGulf's unparalleled capabilities. Moreover, these productions were achieved without sacrificing safety, quality, cost or schedule. All of this was made possible by having qualified, disaster-experienced key management personnel and subcontractors, effective sectoring, and an efficient staffing approach.

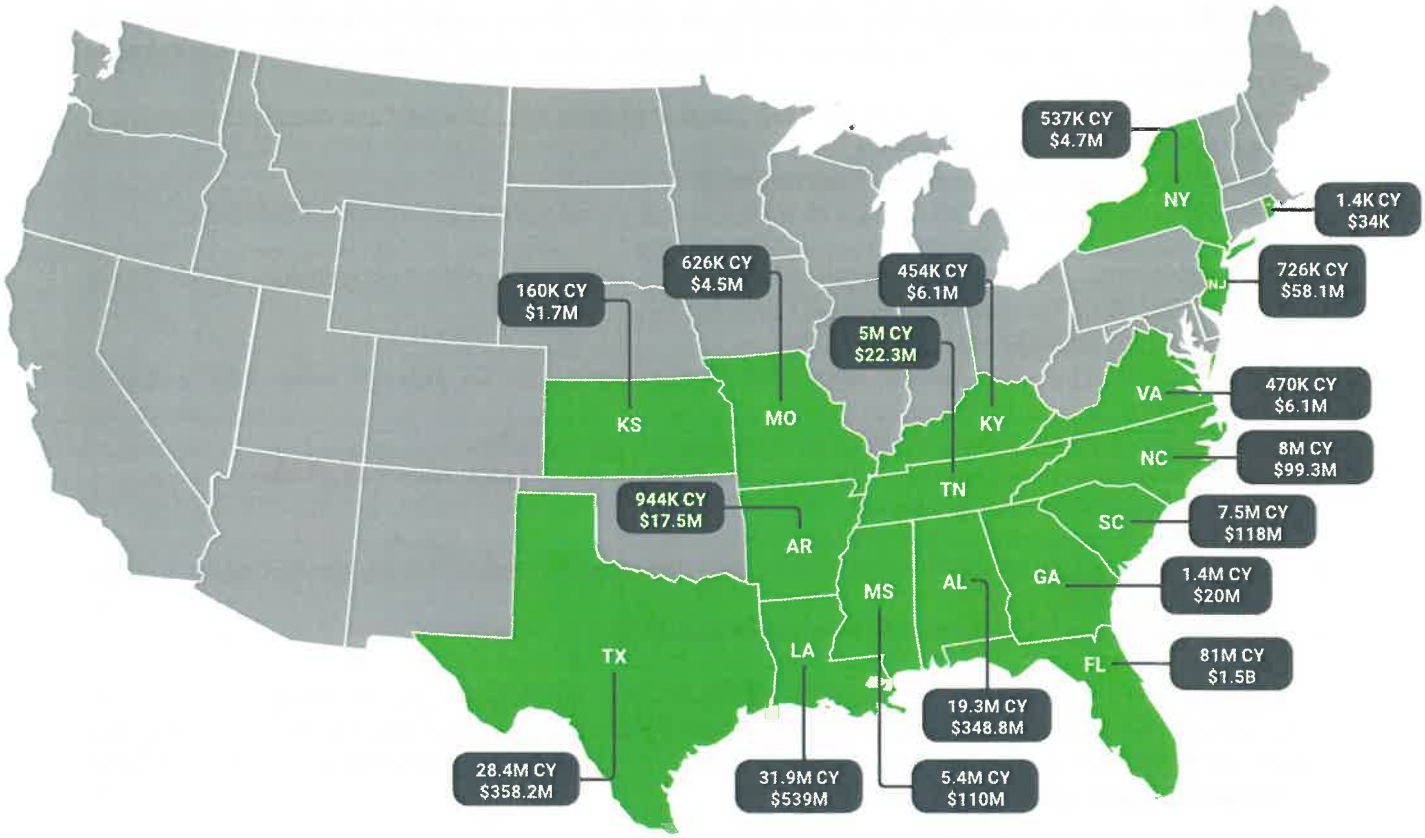
Hurricane Laura made landfall near Cameron, LA, on August 27, 2020, as a Category 4 Hurricane with peak sustained winds of over 150 mph. Within a few hours after the dangerous winds passed, the CrowderGulf Team was on the ground in Calcasieu Parish and the cities of Lake Charles, Sulphur, Dequincy, Vinton, Westlake and Iowa. CrowderGulf executed the pre-storm response plans and immediately began debris assessment and removal operations.

Due to the widespread destruction, CrowderGulf dispatched over 500 Push Team to clear the roads for emergency vehicles to access the citizens in need. Simultaneously with the Emergency Road Clearance operation, the CrowderGulf Management Team located, leased, permitted and developed 16 Debris Management Sites (DMS) to store and reduce the hurricane generated debris.

Overall, CrowderGulf had 34 activations removed, reduced and disposed of over 19 million cubic yards of hurricane generated debris from the ROW. In addition to PUSH operations, ROW hauling, tree work and disposal operations, CrowderGulf also worked within Calcasieu Parish to remove debris from over 1,600 miles of drainage laterals throughout the Parish. As a result, over 2.2 million cubic yards of debris have been removed and disposed of from the ditches and waterways within the Parish.

2020 Hurricanes Hanna, Laura, Sally, and Zeta, TS Cristobal and Tornados												
34 Total Clients	**Number of Clients in 2020 Utilizing Tasks**											
Contract Amt	PUSH Ops	ROW Haul	Debris Reduction	DMS	Debris Disposal	Tree Work	Stumps	White Goods	E-waste	HHW	ADMS Utilized	Waterway Debris
$572,126,410	**5**	**25**	**20**	**49**	**25**	**23**	**13**	**10**	**8**	**9**	**24**	**2**

CrowderGulf's At a Glance - Historical Workload & Experience across the U.S.





Quality Assurance/Quality Control Plan (QA/QC)

CrowderGulf's success in managing quality is achieved by our commitment and attention to the people, processes, and procedures involved in our projects. This starts with identifying and communicating the following Fundamental Values to Quality Control Success:

- Assurance of open and honest communication with clients at all levels to foster a clear and mutual understanding of expectations and promote mutual respect.
- Commitment to high quality standards – "Lead by Example."
- Dedication to staff training and education at all levels to ensure correct and safe performance of their tasks.

The systematic incorporation of Quality Management into contract work is accomplished using contract specific Quality Control Plans (QC Plan). The objective of each QC Plan is to:

- Establish and communicate standards for quality
- Established the organization (people) responsible for implementing the QC plan and assign mission specific responsibilities.
- Prescribe the processes, procedures, and tools necessary for achieving quality.
- Establish a process for identifying quality deficiencies quickly and correcting the deficiencies promptly.
- Document and report quality management.
- Incorporate Safety and Health in Quality Management
- Identify and incorporate into quality management criteria and standards applicable to the specific contract work (i.e. FEMA Debris Eligibility Criteria).
- Promote the concept "Clean As You Go" in the debris removal process.

CrowderGulf's contract-specific Quality Control Plan addresses operational features unique to the task orders issued. These contract-specific Quality Control Plan prescribes the plans, procedures, and organization that CrowderGulf uses to ensure the debris removal, reduction and disposal operations, including that of subcontractors, and includes **strict** compliance with FEMA debris eligibility criteria.

Three Phased Control Approach

The foundation of CrowderGulf's Quality Management Program is the "Three Phased Control Approach." The Quality Control Manager (QCM) has the responsibility for ensuring implementation of the Three Phased Control process throughout the Project.

Preparatory Phase: The first phase, Preparatory Phase, begins well in advance of initial debris removal and continues into every new definable feature of work. Development and approval of necessary submittals, inspection and acceptance of equipment, operational and safety inspections of all work sites, obtaining necessary permits, identifying quality standards and identifying FEMA eligibility criteria, are all examples of actions that may be taken in the Preparatory phase for work. Documentation is normally accomplished using contract specific Checklists. These Checklists are designed to record the necessary resources, controls, and procedures, to accomplish the work safely and in compliance with all contract specifications and FEMA eligibility criteria.

Initial Phase Inspection: The initial control or inspection of each segment of work is made at the onset of the debris operation. This is the best opportunity to get the work off to a proper start in full compliance with contract requirements and consistent with FEMA eligibility criteria. If there are differences of opinion in the interpretation of contract requirements or applicable criteria, issues can be discussed and settled at the onset of work much easier than after the work begins. Applying Initial Phase Inspection of Quality Management to debris work requires onsite meetings at appropriate client work locations, to agree on standards and work processes. Here potential problems or safety hazards are identified as well as actions to manage the challenges. Expectations are identified and documented. This Initial Phase Inspection is the appropriate time to:

- Inspect site conditions immediately before initiating work.
- Document pre-existing damages.
- Identify site specific hazards.
- Identify actions to ensure quality and safety standards are met.

Documentation is normally accomplished using an Initial Phase Inspection Record. The Quality Control Manager (QCM) is responsible for ensuring the Initial Phase Inspections are conducted appropriately and documented.

Follow-Up Phase: Follow-up inspection and testing are geared toward a continuation of compliance with quality standards and workmanship quality, established during preparatory and initial phases. An important aspect of the follow-up phase is ensuring corrective actions taken are effective and appropriately implemented.

Follow-up Phase Inspections are accomplished daily to ensure maintenance of high-quality work standards and high safety standards. The Follow-Up Phase inspections are normally accomplished by the Quality Control Manager or Safety Manager and documented. The QCM is responsible for ensuring the completeness and effectiveness of this phase of control. The documentation of deficiencies, unsatisfactory conditions, and corrective actions, must be accomplished and completed in a timely manner to ensure the effectiveness of the Quality Control System.

At any time, the QCM may prescribe specialized or more frequent resting or inspections to maintain the quality standards and ensure the effectiveness of the quality control system.

The last step in the Follow-Up phase is the Close-out Inspection. At the completion of a task or definable feature of work, a Close-out Inspection occurs. Any nonconforming work is identified and corrective action specified. This inspection process remains open until all agree on task completion consistent with contract requirements and applicable criteria. Documentation and signatures on a Close-out Inspection Record finalizes the Follow-Up Phase.

One important feature of the Close-out Inspection Record is the documentation of lessons learned. Obtaining the input of those individuals working on the project provides valuable insight into process improvement opportunities. Recording this information into the Quality Control System facilitates use of the information to improve future work processes and procedures.

Quality Control Organization

CrowderGulf President:
Mrs. Ashley Ramsay-Naile, President of CrowderGulf, has the ultimate responsibility for Quality Management in the delivery of Disaster Projects. She is responsible for ensuring the effectiveness of the Quality Control Program throughout the life cycle of the Project.

Operations Manager (OM) / Director of Operations:
The Operations Manager represents CrowderGulf in all matters pertaining to project requirements. This includes the responsibility for ensuring the effectiveness of the Quality Control Program and Safety & Health Program throughout the project delivery process. The OM has full authority to make all decisions necessary on behalf of CrowderGulf. This person has direct access to Mrs. Ramsay-Naile at all times.

Additional Responsibilities of the Operations Manager, if required / requested:
- Managing and allocating personnel and subcontractor resources.
- Addressing unsatisfactory performance in quality management (or other areas) with employee or subcontractors.
- Representing CrowderGulf in contacts with Client, Federal, State, and Local Agencies.
- Ensuring the resolution of any quality management issues presented by the Quality Control Manager (QCM).
- Ensuring the resolution of any safety and health issues presented by the Senior Safety and Health Manager.
- Ensuring all required submittals and documentation are prepared completely and delivered timely to Client.

Quality Control Manager (QCM):

The QCM will usually be the field Project Manager who has the responsibility for ensuring the effective implementation of CrowderGulf's Quality Control Plan during the life of the project. The QCM is also responsible for identifying quality management needs not addressed in the Quality Control Plan and acting to adequately address those needs. The QCM serves as the primary Quality Manager providing technical advice to the Operations Manager and all Quality Control Staff. The QCM has immediate access to the OM for all matters pertaining to Quality Management.

The QCM has the authority to remove personnel, replace personnel, or reassign duties of personnel in situations of noncompliance with our quality management procedures or standards to include the Accident Prevention Plan for this project.

Additional Responsibilities of the Quality Control Manager (QCM), if required / requested:

- Serve as the "Champion" for Quality in this Project: promote the concept of "Clean As You Go" throughout the debris removal process.
- Ensure all pre-work plans, submittals, and documentation have been submitted to the Client and approved in advance of work or within the time specified by the Client.
- Ensure all Preparatory Inspections are accomplished and documented for all new tasks and definable features of work.
- Ensure the Initial Phase Inspections are conducted appropriately and documented by the Quality Control Area Manager*, the Quality Control Sector Manger*, the Quality Control Site Representative*, or as appropriate the Quality Control specialized personnel*.
- Ensure the completeness and effectiveness of follow-up inspections.
- Identify and facilitate any specialized quality control inspections or testing necessary.
- Ensure the effectiveness and documentation of the "Closeout Inspection" process.
- Ensure compliance with contract plans and specifications.
- Ensure compliance with FEMA debris eligibility criteria.

These positions will only be filled if dictated by the size of disaster

Quality Control Site Representative (QCSR) if requested and/or dictated by size of disaster:

The responsibilities of the Quality Control Site Representatives are assigned to CrowderGulf / subcontractor Foremen. These individuals are the first level crew supervisors. Each QCSR is normally responsible for no more than three debris crews. Assignments are made ensuring a QCSR is immediately available to each crew with no more than five-minute response time. One or more QCSRs are assigned to each Debris Storage and Reduction Site, depending on the size, operation schedule, and requirements for each site. This person is responsible for ensuring the crew's work complies with the Quality Control Plan, Accident Prevention Plan, and applicable FEMA eligibility criteria. Technical support is obtained from the QCM.

Additional Responsibilities of the Quality Control Site Representative, if requested / required:

- Schedule, coordinate, communicate, and document all inspections and tests as prescribed by the Three Phased Control Process.
- Ensure Daily Quality Control Reports are complete, accurate, and submitted to the CQSM in a timely manner.
- Monitor crew strength, crew type, and crew distribution for efficiency and effectiveness.
- Make recommendations to the QCSM for adjustments as needed to improve operations.
- Ensure inspection of work areas ahead of crews documenting existing infrastructure damages, safety hazards, applicable damages to private property, etc.; accomplishes this as a part of the Initial Phase Inspection; document findings on the Initial Phase Inspection Record.
- Documents, photographs, records, and reports any damage to infrastructure, private property, utilities, etc. occurring during the work process.
- Reports to QCSM any unresolved issues, concerns or situations not complying with the Quality Control Plan, accident Prevention Plan, or FEMA eligibility criteria.
- Stops work as needed to gain compliance.

Training

One of CrowderGulf's keys to quality success is to train and educate staff at all levels to perform their tasks correctly and safely. This value is implemented throughout the organization to include all internal and subcontractor staff in task specific technical and safety training. CrowderGulf's Management and Supervisory Teams are trained in the use and implementation of the Company Quality Control Plan and in the procedures and forms used for tracking.

Training topics typically included in CrowderGulf Quality Control Plans:

- **Hazard Identification** – Overhead power lines, downed power lines, gas cylinders in debris piles, Household Hazardous Waste (HHW) Identification and segregation, Hazardous Toxic and radiological Waste 9HTRW) identification and reporting procedures.
- **Reduction and Disposal Site Safety** – Addressing all aspects of the safe operation and management of these sites, such as equipment safety, area traffic safety, safe dumping procedures, dust control, burn safety, etc.
- **Curb Side Work and Traffic Safety** – Traffic control flagging, working on busy streets, work zone safety, trimming loads, safe tailgates, personal protective equipment use and care, debris segregation and sorting at curbside, protecting infrastructure and private property during debris removal operations, etc.
- **Private Property Debris Removal** – Procedures, checks, requirements, and documentation required before and after private property debris removal
- **Form and Report Preparation** – Procedures and requirements for accurately preparing forms and reports specified by the Quality Control Plan and Accident Prevention Plan to include the Site Safety and Health Plan(s)
- **FEMA Debris Eligibility Criteria** –Training for all quality control staff and for the crews includes specific FEMA debris eligibility criteria. Should this Criteria change during the project all quality control personnel and debris crew personnel are retained to maintain a current knowledge and understanding of the criteria.
- **Operation Quality Standards** – The task specific standards for quality we expect our crews to achieve.
- **Business Relationships and Ethics** – This is an important segment of our training that addresses expectations and standards for maintaining a professional relationship with our Clients. Required standards include honesty and integrity (ethics), responsible stewardship of tax dollars, and professionalism in all we do
- **"Clean As You Go" Policy** – Cleaning each area thoroughly so as not to leave any remaining debris

Quality Standards

Quality Standards are identified and documented for each definable feature of work. These standards are developed to facilitate their use in evaluating our performance in the delivery.

These standards are unique to each major definable feature of work and some are operationally specific. Most unique standards are identified and documented in the pre-work checklists used during the Preparatory and Initial Phase Inspections. To illustrate the concept and use of quality standards in our Quality Control Program, we offer the following examples. Please note that the lists below are only examples and not considered complete lists of Quality Standards in a typical debris operation:

Examples of Quality Standards for: ***Initial Emergency Clearing and Debris Removal, if required***

- Fully equipped crew operational within 24-48 hours.
- Pre-work safety checks of equipment and work site completed.
- Crew members trained in the use of equipment.
- 100% use of appropriate personal protective equipment (PPE).
- Tracking and accounting for hourly equipment accomplished accurately and submitted in a timely manner.
- Crew assignments and movement coordinates and approved by client.

Examples of Quality Standards for: ***Curbside Debris Removal***

- Multiple fully equipped crews operational within 24-48 hours. Number of Crews depends on size of actual event.
- Pre-work safety checks of equipment and work site completed.
- Crew members trained in the use of equipment.
- 100% use of appropriate personal protective equipment.
- Crew assignments and movement coordinated and approved by client.
- Debris appropriately sorted and segregated at curbside before loading.
- Loaded debris trucks routed to nearest debris storage or disposal site.
- Debris crews only handling debris complying with FEMA eligibility Criteria.
- Loads trimmed before leaving load site.

Examples of Quality Standards for: ***Debris Reduction, Storage or Disposal Site Management***

- Site design meets or exceeds prescribed design criteria for features such as traffic flow, tower requirements, safety zones, level dumping areas, toilet facilities, and storage of Household Hazardous Waste, "e-waste," Freon containing appliances, etc.
- Debris hauling containers have sideboards repaired as soon as damage occurs or they are re-measured.
- Reduction operations meet prescribed production criteria.
- Site closure complies with all regulatory requirements, lease terms, and best management practices.

Debris Management

The Quality Control Manager (QCM) is responsible for ensuring that deficiencies are reported at all levels of our quality management organization. The QCM is also responsible for ensuring the deficiencies reported are tracked, resolved or corrected promptly, analyzed for trends, and appropriate procedures or policies are implemented to prevent reoccurrence.

Subcontractor and Company crews not complying with our prescribed quality standards receive written documentation of non-compliance and corrective action requirements as soon as the non-complying action is discovered. This is documented in the appropriate daily reports. Repeat occurrences of non-compliance results in positive action by our Quality Management team to retrain, reassign, or remove the offending crew.

Each deficiency is documented and assigned a "correction period." This "correction period" may be '*immediately*,' for safety deficiencies that place people or equipment at risk. The prescribed correction period may be "*before the next day's operation*," for deficiencies in process or procedure but that do not place personnel or equipment at risk. Failure to complete the necessary corrections within the "correction period" results in the equipment, crew, or subcontractor receiving a "**Stop Work Notice**" until the prescribed corrections are completed. Repeated deficiencies indicating an intentional disregard for our quality standards are not tolerated. Individuals, crews, or subcontractors disregarding the Quality Standards and Health Safety Standards are terminated. **CrowderGulf quality standards are not negotiable!**

Damages to Infrastructure and Private Property

Throughout all three phases of our Quality management process, we identify, mark, document, and re-inspect infrastructure improvements and private property features vulnerable to damage in the debris removal, transportation, and reduction processes. Zero damage is our goal. When damages do occur, we have an established process for implementing the appropriate corrective action.

Synopsis of the CrowderGulf Damage Resolution Process:

- The damage is identified, documented in daily Quality Control Report, photographed, and initial fact finding occurs.
- Copies of reports and all information turned over to the CrowderGulf staff member assigned damage resolution responsibilities.
- If facts reveal damage was caused by a CrowderGulf crew or subcontractor, that crew or subcontractor is provided the opportunity to repair, replace or settle the damage to the satisfaction of the owner (release of liability from owner required).

- An amount of money adequate to cover costs of repairs is withheld from the appropriate subcontractor payment until repair is completed by that subcontractor or as a result of CrowderGulf action, monies are not released until a release of liability is obtained from the owner.
- A member of the CrowderGulf Administrative Team, typically our Safety Manager is designated as the "point of contact" for damages; all personnel are provided this individual's name and contact information to pass out to those making claim for damage resolution.

Documentation and Reporting

The Quality Control Manager (QCM) has the responsibility to ensure prompt delivery of accurate and complete daily reports. The QCM certifies and delivers to the Client and/or designees a report on the Quality Control Activities for the previously agreed upon time period. Periods of no work are documented on the first report following the no work period. CrowderGulf daily reports may include, at a minimum, the following information:

- A complete list of subcontractor names and assigned areas of responsibility
- Work performed each day by location, description of work, and crew/subcontractor performing the work
- Copies of any and all test reports or control activity reports generated during the reporting period.
- Any noted deviations from plans/specifications along with the documentation of instructions given or received relative to the deviation(s)
- All production data pertaining to the volume of material by debris category removed from curbside, reduced, recycled, temporarily stored, and deposited at final disposal site.

Financial Capability

Financial strength is one of the most important aspects for Polk County to consider when selecting a debris contractor. Following a major disaster, the County's financial burdens could be substantial. It is important to have a financially strong disaster-experienced contractor, such as CrowderGulf, that will work to get the job completed, regardless of any delays in invoice payments.

CrowderGulf's financial stability is solid and reliable, and we have established an excellent line of credit with our financial institution. We have always paid our subcontractors and personnel weekly and met all financial obligations without interruption. Over the years, CrowderGulf has paid millions of dollars before receiving any payments. CrowderGulf's long time commitment to pay subcontractors weekly has allowed us to attract the most experienced and well-equipped subcontractors in the nation.

CrowderGulf has had extensive experience working disasters and is personally aware that many municipalities are not financially prepared to handle the cost of a major recovery effort. We understand that it takes time to work through the bureaucracy and obtain funding. Consequently, CrowderGulf's position has always been one of patience with our clients as they endeavor to meet our invoices.

AGGREGATE BONDING CAPACITY	**$ 1,000,000,000**
SINGLE BONDING CAPACITY	**$ 250,000,000**
OTHER AVAILABLE FUNDING	**$ 150,000,000**

Bonding
Sterling Seacrest Partners
Mr. Jim Congelio
3111 W. Dr. Martin Luther King Jr Blvd., Suite 350
Tampa, FL 33637
813-489-1183

Insurance
Pathway Insurance Group
Mr. Robbie Farmer
753 Nicholas Avenue
Fairhope, AL 36532
251-279-6373

See "Bank and Bonding Reference Letters" attached.
Confidential Audited Financial Statements have been provided in Separate Package.

Insurance

CrowderGulf maintains ***all required insurances*** such as General Liability, Personal Injury, Workers Compensation, Automobile/Equipment Liability, as well as Maritime Insurance. Gray Insurance Company of Metairie, Louisiana provides this insurance coverage. *See Insurance Certification Sample attached.*

Equal Opportunity Employer

CrowderGulf is an ***Equal Opportunity Employer***. It is our policy to provide employment and work process free of any unlawful discrimination. We will promote the value of a diverse work force, which fosters fair treatment of all individuals based on knowledge, skill, ability and performance.

Drug Free Workplace

CrowderGulf is a participant in the ***National Drug Free Workplace Program***. Our policy prohibits drug distribution, possession or use while in the employment of CrowderGulf. This policy applies to all subcontractors and/or consultants that support or assist in any work conducted. Employee training, counseling and/or employee assistance programs bolster the drug free policy.

Litigation Summary

CrowderGulf strives to maintain the utmost integrity and reputation in this industry. We have been very successful over the many years we have been in business but as any company can attest, being in business does allow a certain amount of exposure.

CrowderGulf has no open lawsuits or litigation. In addition, the most current Dun & Bradstreet Report for CrowderGulf identifies the total number of suits, liens, judgments and bankruptcy proceedings as zero. Due to our diligent efforts, we have been involved in very few litigation cases, none of any significance.

Code of Business Ethics

In mid-year of 2000, CrowderGulf adopted a written ***Code of Business Ethics*** that applies to all employees with special responsibilities on Foremen, Supervisors and Managers. The ethics program is in four parts: 1) The Ethic Logic; 2) Ethical Standards; 3) Ethics Policy; and 4) Ethics Training. The policy and standards are equally weighted on employees, contractors, subcontractors and consultants. *Our ethics plan is available upon request.*

Criminal Convictions

CrowderGulf has never had any Criminal Convictions against CrowderGulf, company owners or officers.

Penalties

CrowderGulf has never been terminated or debarred from a Contract.

Conflict of Interest

CrowderGulf nor its ownership, officers, management or staff have a conflict of interest to disclose with the County at this time.

Sterling Seacrest Pritchard

3111 West Dr Martin Luther King Jr Boulevard, Suite 350
Tampa, FL 33607

813.498.1183 office
813.464.7807 fax

www.sspins.com

January 12, 2026

RE: CrowderGulf Joint Venture, Inc.
CrowderGulf, LLC
Status of Bondability

To Whom It May Concern:

Sterling Seacrest Pritchard is proud to represent CrowderGulf Joint Venture, Inc and CrowderGulf, LLC. We consider them to be a premier contractor in their field, and we do not hesitate to recommend them for your project needs.

Travelers Casualty and Surety Company of America has an A.M. Best rating of "A++, XV" and provides a bonding program to CrowderGulf Joint Venture, Inc. and CrowderGulf, LLC with single bond limits up to $250,000,000 and an aggregate program of $1,000,000,000. These limits are not to be construed as maximums but are established to handle the daily needs of our client.

As always, Travelers Casualty and Surety Company of America reserves the right to perform standard underwriting at the time of any bond request. This includes, but will not be limited to, the acceptability of the contract documents, bond forms and project financing. We assume no liability for any reason if we do not execute the bonds as requested. This letter is not an assumption of liability, nor should it be considered a bid, payment, or performance bond. If you should have any questions, please do not hesitate to contact us.

Sincerely,

Sterling Seacrest Pritchard

James C. Congelio

State of: Florida
County of: Hillsborough
The forgoing document was acknowledged before me
the 12th day of January, 2026.

Melissa Beckworth, Notary Public
My Commission Expires: January 13, 2027

MELISSA BECKWORTH
MY COMMISSION # HH 334024
EXPIRES: January 13, 2027

REGIONS

January 13, 2026

Crowder Gulf LLC
Crowder Gulf Joint Ventures Inc
5629 Commerce Blvd E
Mobile AL 36619

RE: Account Verification

To whom it may concern:

Please use this letter as evidence of a long-standing relationship between Crowder Gulf LLC, Crowder Gulf Joint Venture Inc and Regions Bank. All accounts have been handled as agreed. Regions is privileged to service the operating accounts of the companies since 1987, with all accounts handled in an exemplary manner.

The Company currently maintains balances in the mid nine figures with a line of credit amount of $150,000,000.00

Please do not hesitate to contact us at 251.438.8059 should you have any questions or need additional information.

Sincerely,

Scottie Green
Vice President

Sheila E Bryant , Notary

01/13/2026

SHEILA E. BRYANT
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 03-27-2027

The information in this letter is provided as an accommodation to your inquiry. This letter and any information provided in connection herewith are furnished on the condition that they are strictly confidential, that no liability or responsibility whatsoever in connection herewith shall attach to Regions Bank or any of its affiliates, respective officers, employees, and or agents, that this letter makes no representation regarding the general condition of the company, its management or its future ability to meet its obligation, and that information provided is subject to change without notice.

Restricted

PATHWAY
INSURANCE GROUP

RE: CrowderGulf LLC & CrowderGulf Joint Ventures, Inc.

To Whom It May Concern:

Pathway Insurance Group handles all insurance for CrowderGulf. The current coverages and Limits carried by CrowderGulf are some of the highest in their industry and have been vetted by risk managers, municipalities, and other organizations throughout the country. We believe these limits are reasonable considering the scope of work performed by CrowderGulf. The Insured also does an excellent job with its subcontractor program and vetting subcontracts and insurance limits maintained by their subcontractors. We are also in constant communication with the leadership at CrowderGulf regarding the state of the insurance marketplace and their activations.

However, in the event of an activation that warrants higher limit requirements, additional limits are readily available to CrowderGulf in the marketplace within 24-48 hours from our current insurance carriers as well as others in the market.

I have attached a sample of their current limit of coverage for your convenience. Please feel free to reach out to me regarding any questions related to the insurance for CrowderGulf.

Sincerely,

Robby Farmer
Vice President
Pathway Insurance Group LLC

753 Nichols Avenue - Fairhope, AL 36532 – www.pathwayinsgroup.com
PH-251-279-6373

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/12/2025

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 Pathway Insurance Group 753 Nichols Avenue Fairhope AL 36532	**CONTACT NAME:** Nina Glover **PHONE (A/C, No, Ext):** (251) 279-6373 **FAX (A/C, No):** **E-MAIL ADDRESS:** nina@pathwayinsgroup.com
INSURED CrowderGulf Joint Venture Inc./CrowderGulf LLC 5629 Commerce Blvd. E. Mobile AL 36619	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A:** The Gray Insurance Company - Best Rating A-VIII / 36307 **INSURER B:** Westchester Surplus Lines Insurance **INSURER C:** Navigators **INSURER D:** Lloyds of London **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** CL2461914728 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			XSGL-100298	07/01/2025	07/01/2028	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			XSAL-100338	07/01/2025	07/01/2028	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			HO24LIA15303401 F'lling Form	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE	$ 14,000,000 $ 14,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		GWC-100588 - Includes USL&H	07/01/2025	07/01/2028	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Contractors Pollution Liab. Coverage Includes Transportation Poll Cov. End.			G71538825 004	07/01/2025	07/01/2027	Each Pollution Condition General Aggregate Limit	5,000,000 5,000,000

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

D-Professional Liability- Claims Made - Lloyds of London - LL00226-02 10/15/2024 - 10/15/2025 2,000,000 Per Occurrence / 2,000,000 General Aggregate

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all when required by written contract. The above insurance policies shall primary & noncontributory to any other insurance policies maintained by the cert. holder, when required by written contract

CERTIFICATE HOLDER

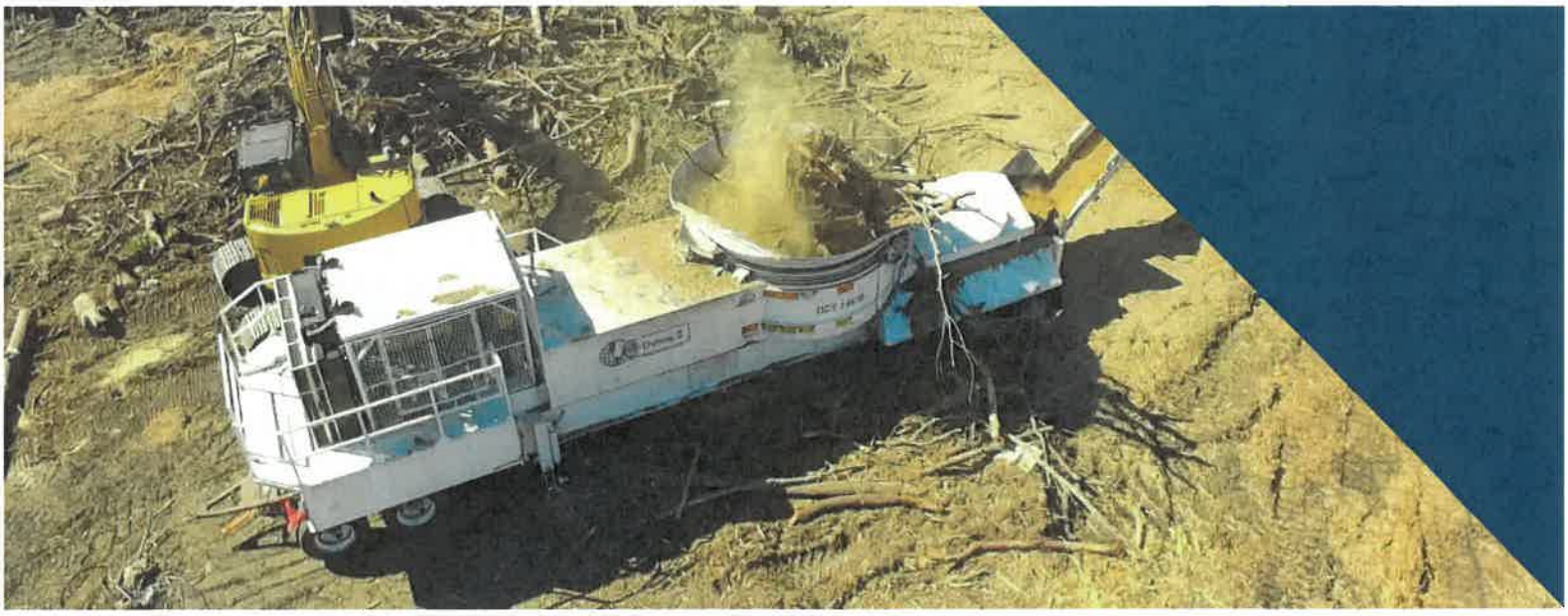
Polk Co., A Political Subdivision of the State of FL
330 West Church Street 1st FL
Bartow FL 33830

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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CROWDER GULF

Tab 7. Surveys of Past Performance



Polk County, FL

RFP 26-011 for Disaster Debris Removal Services

EXHIBIT 1
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Contractor submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Contractor. The Contractor is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Contractor has identified under Tab 4. Surveys should correlate to all projects identified under Tab 4.

If more surveys are included, Procurement will only use those identified under Tab 4.

1. The Contractor shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Debris Removal Services for Hillsborough County 2024), Etc.
COST OF SERVICES	Cost of services ($3,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2024)

2. The Contractor is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Contractor is responsible for sending out a performance survey to the clients that have been identified under Tab 4. The survey can be found on the next page.
2. The Contractor should enter the past clients' contact information, and project information on each survey form for each reference. The Contractor should also enter their name as the Contractor being surveyed.
3. The Contractor is responsible for ensuring all references/surveys are included in their submittal under Tab 7
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 26-011, Disaster Debris Removal Services

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Contractor)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Ability to communicate with Debris Monitoring Contractor	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Close out process	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County

RFP 26-011, Disaster Debris Removal Services

To: Terri Graham (Name of Person completing survey)

Baldwin County, AL (Name of Client Company/Contractor)

Phone Number: 251-972-6878 Email: TGraham@baldwincounty.gov

Subject: Past Performance Survey of Similar work:

Project name: 2020 Hurricane Sally / 2014 Severe Storms / 2010 BP Oil Spill / 2005 Hurricane Katrina / 2005 Hurricane Dennis / 2004 Hurricane Ivan

Name of Vendor being surveyed: CrowderGulf

Cost of Services: Original Cost: $61,896,884, $12,897, $4280,107, $3,748,310,$564,552, $33,164,762 Ending Cost: $61,896,884, $12,897, $4280,107, $3,748,310,$564,552, $33,164,762

Contract Start Date: 09/2020, 05/2014, 05/2010, 07/2005, 09/2004 Contract End Date: 04/07/2021, 05/2014, 07/2010, 03/2006, 08/2005,04/2005

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Monitoring Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Terri Graham

Signature of Evaluator: Terri Graham

Please fax or email the completed survey to: knoll@crowdergulf.com / mmelton@crowdergulf.com

Survey Questionnaire – Polk County

RFP 26-011, Disaster Debris Removal Services

To: William Pickrum (Name of Person completing survey)

City of Dunedin, FL (Name of Client Company/Contractor)

Phone Number: 727-298-3100 Email: william.pickrum@dunedin.gov

Subject: Past Performance Survey of Similar work:

Project name: 2024 Hurricane Milton / 2023 Hurricane Idalia

Name of Vendor being surveyed: CrowderGulf

Cost of Services: Original Cost: $5,250,776, $12,680 Ending Cost: $5,250,776, $12,680

Contract Start Date: 10/15/2024, 09/11/2023 Contract End Date: 12/21/2024, 09/26/2023

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Monitoring Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator William D Pickrum

Signature of Evaluator: William D Pickrum

Please fax or email the completed survey to: knoll@crowdergulf.com / mmelton @crowdergulf.com

Survey Questionnaire – Polk County

RFP 26-011, Disaster Debris Removal Services

To: Kylar Johnson (Name of Person completing survey)

Lee County, FL (Name of Client Company/Contractor)

Phone Number: 239-672-0196 Email: kjohnson2@leegov.com

Subject: Past Performance Survey of Similar work:

Project name: 2024 Hurricane Milton / 2024 Hurricane Helene / 2022 Hurricane Ian

Name of Vendor being surveyed: CrowderGulf

Cost of Services: Original Cost: $26,361,148/$150,585/$134,141,231 Ending Cost: $26,361,148/$150,585/$134,141,231

Contract Start Date: 10/14/24; 09/30/24; 10/05/22 Contract End Date: 03/15/25;10/12/24;09/15/23

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Monitoring Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator: Kylar Johnson

Signature of Evaluator: Kylar Johnson

Please fax or email the completed survey to: knoll@crowdergulf.com / mmelton@crowdergulf.com

Survey Questionnaire – Polk County

RFP 26-011, Disaster Debris Removal Services

To: Scott Krawczuk, Dep. PW Director (Name of Person completing survey)

City of Sanibel, FL (Name of Client Company/Contractor)

Phone Number: 239-472-6397 Email: scott.krawczuk@mysanibel.com

Subject: Past Performance Survey of Similar work:

Project name: 2024 Milton / 2022 Ian / 2017 Irma

Name of Vendor being surveyed: CrowderGulf

Cost of Services: Original Cost: $2,023 332/$56,229,356/$2 217 420 Ending Cost: $2,023 332/$56 229 356/$2 217 420

Contract Start Date: 10/16/24;10/01/22;09/18/17 Contract End Date: 10/16/24;10/01/22;09/18/17

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Monitoring Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Scott Krawczuk, Deputy Public Works Director

Signature of Evaluator: Scott Krawczuk

Please fax or email the completed survey to: knoll@crowdergulf.com/ mmelton@crowdergulf.com

Survey Questionnaire – Polk County

RFP 26-011, Disaster Debris Removal Services

To: Bob Turner - Asst. Director, Sanitation (Name of Person completing survey)

City of St. Petersburg, FL (Name of Client Company/Contractor)

Phone Number: 727-239-9380 Email: Robert.Turner1@stpete.org

Subject: Past Performance Survey of Similar work:

Project name: 2024 Hurricane Milton/ 2024 Hurricane Helene/ 2023 Hurricane Idalia/ 2022 Hurricane Ian/ 2017 Hurricane Irma

Name of Vendor being surveyed: CrowderGulf

Cost of Services: Original Cost: $89,344,939, $251,314, $175,670, $1,705,963, $1,950,185 Ending Cost: $89,344,939, $251,314, $175,670, $1,705,963, $1,950,185

Contract Start Date: 10/11/2024, 10/03/2024, 09/07/2023, 10/11/2022, 09/16/2017 Contract End Date: 02/05/2025, 10/13/2024, 09/26/2023, 11/26/2022, 12/09/2017

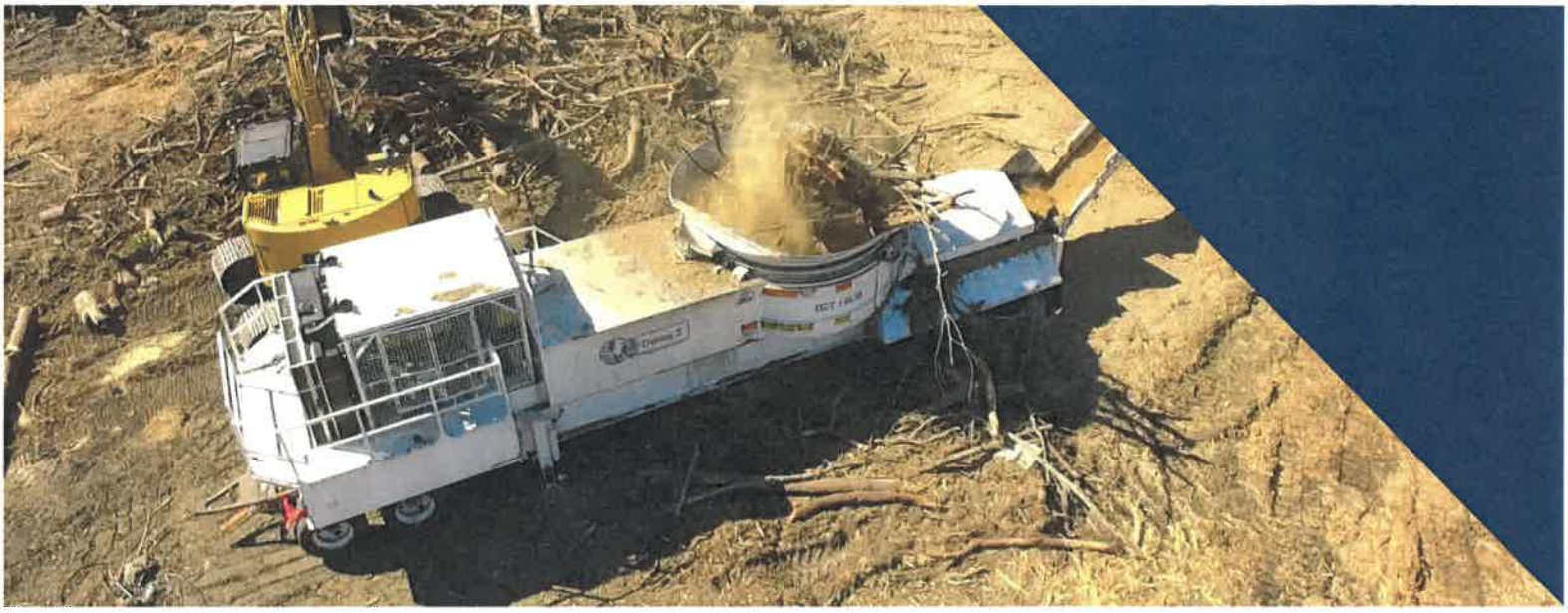
Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Monitoring Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Robert Turner

Signature of Evaluator: Robert R Turner, Jr

Please fax or email the completed survey to: knoll@crowdergulf.com/ mmelton@crowdergulf.com



CROWDER GULF

Tab 8. Required Documents



Polk County, FL

RFP 26-011 for Disaster Debris Removal Services

RFP REGISTRATION

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

RFP Number: 26-011

RFP Title: Disaster Debris Removal Services

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

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: CrowderGulf Joint Venture, Inc.

Contact Name: Ashley Ramsay-Naile

Mailing Address: 5629 Commerce Blvd. E

City: Mobile

State: AL

Zip Code: 36619

Phone Number: 800-992-6207

Email: jramsay@crowdergulf.com

Ashley Ramsay-Naile

Proposers Incorporation Information
(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: CrowderGulf Joint Venture, Inc.

DBA/Fictitious Name (if applicable): N/A

TIN #: 01-0626019

Address: 5629 Commerce Boulevard East

City: Mobile

State: Alabama

Zip Code: 36619

County: Mobile County

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Ashley Ramsay-Naile, President

Phone Number: 251-459-7430

Cell Phone Number: 646-872-1548

Email Address: jramsay@crowdergulf.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☒ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: Florida

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

February 11, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 6

RFP # 26-011, Disaster Debris Removal Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: questions & answers, revisions, revised Attachment B added to FTP Site and selection committee meeting update.

To receive a copy of **"RFP 26-011, Addendum #6, Revised Attachment B,"** please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder **"RFP 26-011, Disaster Debris Removal"**, select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

Selection Committee Meeting Update:
March 4, 2026 @ 2:30 p.m. – 11:00 a.m. at the Polk County Administration Building in Procurement Conference Room 150 – Procurement will distribute the Proposals and evaluation criteria to the Selection Committee.

March 24, 2026 @ 9:00 a.m. – 11:00 a.m. at the Polk County Administration Building in Conference Room 407 – Selection Committee meeting to score and elevate Proposers. At this meeting the Selection Committee will decide if they would like to interview Proposer(s) or if they would like to recommend to enter into contract negotiations with the highest ranked Proposer.

March 31, 2026 @ 1:00 p.m. - 4:00 p.m. at the Polk County Administration Building in Conference Room 407 – If the Selection Committee decides to interview Proposer(s), the interviews will be held on this date and time.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

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

Signature: Ashley Ramsay-Naile

Printed Name: Ashley Ramsay-Naile

Title: President

Company: CrowderGulf Joint Venture Inc.

RFP # 26-011, Disaster Debris Removal Services

Addendum # 6

Question 1: Page 29 of the Solicitation indicates that hourly rates for labor may be increased by the Procurement Director after the contract has been in place for a minimum of 12 months. Can the County confirm that the unit rates may also be increased?

Answer 1: The hourly rates for labor have been removed, please see the FTP Site for "RFP 26-011, Addendum #6, Revised Attachment B". Yes, the unit rate may be increased by the Procurement Director after the contract has been in place for a minimum of 12 months.

Question 2: Regarding the evaluation of the Pricing, does the County intend on adding up all unit price line items to get a total figure to compare against other proposer's or will there be estimated quantities assigned to calculate a total extended price?

Answer 2: A "Revised Attachment "B", Compensation Schedule" has been provided on the FTP Site. See the revised "Tab 3, Compensation Schedule below.

Question 3: If quantities are going to be assigned, what will they be?

Answer 3: Quantities are not being assigned. Refer to Answer 2 above.

Question 4: Regarding the evaluation of the hourly pricing, how does the County intend on weighing the hourly line items?

Answer 4: Refer to Answer 2 above.

Question 5: Will all fees for both the unit rates and the hourly rates be totaled as one figure to determine the total price for evaluation? (We would like the exact methodology evaluators are required to use to determine which price proposal will receive the Maximum Points)?

Answer 5: The hourly rates have been removed from Attachment "B". Refer to Answer 2 above.

Question 6: Can the County please confirm your pre-authorized TDSR locations?

Answer 6: See Facility List on *next page…*

RFP # 26-011, Disaster Debris Removal Services
Addendum # 6

Facility List:

Facility Name	Facility Location/Address
CITY OF AUBURNDALE DDMS	1645 BERKLEY RD
CITY OF BARTOW CRAZY ACRES DDMS	VAN FLEET DR & US 17 N
POLK CO DDMS - DUNSON ROAD SITE	DUNSON ROAD
FORT MEADE DDMS SITE	PEEPLES ROAD AND HUTCHINS ROAD
FROSTPROOF LF	KEEN RD & CLAY PIT RD
CITY OF LAKE WALES - HUNT BROS ROAD DEBRIS STAGING # 2	581 HUNT BROTHERS ROAD
GLENDALE WWRF DEBRIS STAGING SITE	1825 GLENDALE ST
MT TABOR ROAD DEBRIS STAGING SITE	0 MT TABOR ROAD
POLK COUNTY STRICKLAND AVENUE	5901 STRICKLAND AVE
CARTER PARK DEBRIS STAGING SITE	500 WEST CARTER RAOD
POLK COUNTY MARIGOLD DDMS	9500 MARIGOLD AVE
CARDINAL HILL - POLK CITY DDMS	10439 STEVEN DRIVE
NORTH POLK CENTRAL LF (SITE 201)	7399 DECASTRO ROAD
POLK COUNTY MOTOR POOL ROAD DDMS	2746 MOTOR POOL RD
SIMERS YOUNG DDMS	70 FLORIDA CITRUS BLVD

Revision
RFP Package, Tab 3 – page 22-23

Tab 3, Compensation Schedule (5 Points)
Proposers shall complete the compensation schedule included as Attachment B. For items not listed, the County will only pay the FEMA rates.

The unit pricing may be increased by the Procurement Director, or designee, after the contract has been in place for a minimum of 12 months, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director or Designee. No Board action will be necessary for unit price increases.

The Proposer with the lowest total cost will be allocated 5 points. Each additional Proposers cost point allocation will be calculated based upon their relative cost difference from the lowest Proposer.

February 5, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #5

RFP 26-011, Disaster Debris Removal

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m.

Respectfully,

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: Ashley Ramsay-Naile

Printed Name: Ashley Ramsay-Naile

Title: President

Company: CrowderGulf Joint Venture Inc.

January 30, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 4

RFP # 26-011, Disaster Debris Removal Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions & Answers and Receiving Date Extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 11, 2026, prior to 2:00 p.m.

Addendum 5 forthcoming, question deadline has closed.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

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

Signature: Ashley Ramsay-Naile

Printed Name: Ashley Ramsay-Naile

Title: President

Company: CrowderGulf Joint Venture, Inc.

RFP # 26-011, Disaster Debris Removal Services

Addendum # 4

Question 1: If this is a term contract subject to renewal, what is the maximum number of option periods?
Answer 1: The term is 5 years from the effective date of the agreement.

Question 2: Has the current contract gone full term?
Answer 2: The current agreements were set to expire on February 15, 2026, but have been extended and will remain in place until the new agreements are in effect.

Question 3: Have all options to extend the current contract been exercised?
Answer 3: The agreements may extend upon Board approval.

Question 4: Who is the incumbent, and how long has the incumbent been providing the requested services?
Answer 4: The current incumbents are AshBritt, Inc. as the primary, Crowder-Gulf Joint Venture, Inc. as the secondary, and Ceres Environmental Services, Inc. as the tertiary. These agreements have been in place since February 16, 2021.

Question 5: To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?
Answer 5: There are no points associated with the proposer's location or headquarters.

Question 6: What is the required onsite response time?
Answer 6: Immediately after Impact.

Question 7: What is the total size or geographic scope of the service area?
Answer 7: The estimated geographic area 2500 square miles.

Question 8: What is the total mileage of roads within the scope of the service area?
Answer 8: Please see the response to Question 7 above.

Question 9: Are any specific professional credentials required to qualify for the contract?
Answer 9: The vendor must demonstrate significant professional expertise in hurricane response, mitigation, and recovery services including proven experience working in post – storm environments.

Question 10: Will the resulting contract include a guaranteed minimum payment to the vendor?
Answer 10: There is no guaranteed minimum payment. The successful vendor will be paid in accordance with the Price Sheet finalized with agreement.

Question 11: Are there any superseding prior agreements that may impact this contract?
Answer 11: No.

Question 12: When/what was the most recent event that precipitated the activation of the existing or previous contract?
Answer 12: Hurricane Milton 2024.

RFP # 26-011, Disaster Debris Removal Services

Addendum # 4

Question 13:	Approximately how many cubic yards of debris were collected from the most recent event?
Answer 13:	1 million (Vegetative & C & D)
Question 14:	What estimated or actual dollars were paid to the incumbent(s) after the most recent event?
Answer 14:	Estimated $16,200,000.
Question 15:	How many times have the incumbent's services been utilized in the previous five years?
Answer 15:	Two (2) Hurricane Events
Question 16:	Please reconfirm the due date for this procurement by providing it in response to answers to questions. 12.31 is New Year's Eve?
Answer 16:	See above, proposal receiving date extension.
Question 17:	If there was a previous solicitation for these services, what was its title, number, release date, and due date?
Answer 17:	RFP 20-298, Disaster Debris Removal. Released September 3, 2020, and opened October 14, 2020.
Question 18:	Why has this bid been released at this time?
Answer 18:	The current agreements were set to expire on February 15, 2026, but have been extended and will remain in place until the new agreements are in effect.
Question 19:	When is the anticipated award date?
Answer 19:	The agreement is anticipated to be executed in April or May 2026.
Question 20:	Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?
Answer 20:	Please use the pricing sheet provided in the RFP. Negotiations on alternate pricing can be made at level 4 of the elevation.
Question 21:	Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable?
Answer 21:	Polk County was satisfied with the current vendor.
Question 22:	Please provide the names of selection committee members?
Answer 22:	John Bohde, Deputy County Manager Michael Teate, Roads & Drainage Gloria Reyes, Roads & Drainage Ricky Norris, Roads & Drainage Darrell Johnson, Supplier Diversity

RFP # 26-011, Disaster Debris Removal Services

Addendum # 4

Question 23:	Please provide the date, time, and location when the evaluation committee meeting will be held to evaluate proposals?
Answer 23:	All meetings will be held at Polk County Administration Building located at 330 W Church St, Bartow FL 33830, on the 4th floor. The dates and times are proposed as follows: 1st Meeting – February 16, 2026, at 10:00am (Conference Room 413) 2nd Meeting – March 2, 2026, at 9:00am (Conference Room 413) 3rd Meeting – March 24, 2026, at 9:00am (Conference Room 407)
Question 24:	Where will the evaluation committee meeting notice be posted?
Answer 24:	Please visit the Procurement website at: https://www.polkfl.gov/business/procurement/.
Question 25:	Where will the recommendation for award be posted?
Answer 25:	Please visit the Procurement website at: https://www.polkfl.gov/business/procurement/.
Question 26:	Will the recommendation for award be emailed to all respondents (awardees and non-awardees)?
Answer 26:	Yes.
Question 27:	Can the County confirm if the recommendation for award will be presented to the BOCC?
Answer 27:	Yes.
Question 28:	If the County schedules interviews after the written evaluation has been completed, is the written evaluation score compiled within the interview score to determine final ranking?
Answer 28:	No. Please see "Elevation Level 3" in RFP Package, page 32.
Question 29:	Page 18-Tab 1. Introduction. Please confirm whether *this is or is not* part of the scoring criteria?
Answer 29:	There are no points associated with Tab 1.
Question 30:	Page 18 – Tab 2. of the RFP indicates that Financial Reports are not part of the scoring Criteria. Having the Financial Capacity to fund a project for several months without receiving payment, but still paying your subcontractors, is extremely important in this industry. Would the County consider adding Financial Reports as part of the scoring criteria?
Answer 30:	No.
Question 31:	Page 21 of the Solicitation states that the audited financial reports shall be submitted in a separate envelope and must be marked in the left-hand corner on the outside of the envelope as follows: Can the County confirm that it does not want hard copies for Tab 2 and that electronic submission of these documents is acceptable?
Answer 31:	Electronic submissions through the County's Kiteworks would be acceptable.

RFP # 26-011, Disaster Debris Removal Services

Addendum # 4

Question 32: The County has identified 7 Tabs to be electronically submitted. However, none of those tabs indicate where the required forms should be included. Can the County add Tab 8 for required forms?

Answer 32: The required forms may be added to Tab 1 or in a separate Tab 8.

Question 33: For the Draft Agreement, can the County confirm that no sections of this agreement should be filled out and submitted with our proposal, including pages 91 and 92?

Answer 33: Do not fill in the agreement. The draft agreement is a sample of what the agreement will be with the successful vendors.

Question 34: Does the County want the Affidavit Regarding the Use of Coercion for Labor or Services on page 93 filled out, signed, and submitted with our proposal?

Answer 34: The Affidavit Regarding the Use of Coercion for Labor form does not need to be submitted with the submittal. It will be required at the time the agreement is carried out with a successful vendors.

Question 35: Can the County please confirm if you have pre-identified Final Disposal Locations (FDS)?

Answer 35: Yes, the county has multiple sites throughout the county and receives pre-authorization every year in May or June.

Question 36: When was the last time the County had a contract activation for Debris Removal? How many CYs were removed?

Answer 36: Please see above responses for Question 12 and 13.

Question 37: Has the County determined which landfill(s) can be used? If so, please provide locations?

Answer 37: 10 Environmental Loop S, Winter Haven, FL 33880

Question 38: Will annual contract price increases based on Consumer Price Index (CPI) be allowed?

Answer 38: CPI may be used to determine an annual increase.

Question 39: Can the County provide which contractor held the previous or holds the current contract for the services requested in this solicitation with pricing?

Answer 39: Please see the information provided on the FTP site through Addendum 1.

Question 40: Can the County provide the address for their Emergency Operations Center?

Answer 40: 1890 Jim Keene Blvd, Winter Haven, FL 33880.

RFP # 26-011, Disaster Debris Removal Services

Addendum # 4

Question 41:	How often can we invoice?
Answer 41:	The monitor will review the invoices from the debris contractor to ensure they are correct and if deemed correct then the invoice will be submitted to Polk County.
Question 42:	Does the County have a monitoring firm contracted? If so, which monitoring firm?
Answer 42:	Monitoring services are currently being solicited at the same time as this RFP 26-012.

January 16, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3

RFP # 26-011, Disaster Debris Removal Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Proposal Receiving Date Extension and formal notification that administrative responsibility for this solicitation has been reassigned.

From: Ken Brush
To: Tabatha Shirah
New Point of Contact Email: tabathashirah@polkfl.gov

Effective immediately, all communication related to this solicitation must be directed to Tabatha Shirah at the email address listed above.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, February 4, 2026, prior to 2:00 p.m.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

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

Signature: Ashley Ramsay-Naile

Printed Name: Ashley Ramsay-Naile

Title: President

Company: CrowderGulf Joint Venture, Inc.

January 9, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
RFP # 26-011, Disaster Debris Removal Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, January 21, 2026, prior to 2:00 p.m.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature: Ashley Ramsay-Naile
Printed Name: Ashley Ramsay-Naile
Title: President
Company: CrowderGulf Joint Venture, Inc.

December 2, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
RFP # 26-011, Disaster Debris Removal Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, January 14, 2026, prior to 2:00 p.m.

To receive a copy of the prior awarded submittals for RFP 20-298 and minutes please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is ***procurevendor*** and the password is ***solicitation***. After you have logged in to the FTP site, double click on the file folder "**RFP 26-011, Disaster Debris Removal.zip**", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polkfl.gov.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature: Ashley Ramsay-Naile
Printed Name: Ashley Ramsay-Naile
Title: President
Company: CrowderGulf Joint Venture, Inc.

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): CrowderGulf Joint Venture, Inc. does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor Signature: Ashley Ramsay-Naile

Date: 01/07/2026 Ashley Ramsay-Naile, President

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 26-001, Disaster Debris Removal Services

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

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

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

Company Name: CrowderGulf Joint Venture, Inc.

Signature: _____

Title: Senior Vice President

Date: 01/09/2026

State of: Alabama

County of: Mobile

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of January, 2026, by Reid Loper (*name*) as Senior Vice President (*title of officer*) of CrowderGulf Joint Venture, 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: Kerrie A. Noll

Notary Commission Number and Expiration: 08/15/2026

(AFFIX NOTARY SEAL)

KERRIE A. NOLL
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
AUGUST 15, 2026

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

PROJECT NAME: RFP 26-011 Disaster Debris Removal Services

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 9th day of January, 20 26.

ATTEST:

By: Kerrie A Noll

PRINTED NAME: Kerrie A. Noll

Its: Notary Public

KERRIE A. NOLL
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
AUGUST 15, 2026

CONTRACTOR:

By: Reid E. Loper

PRINTED NAME: Reid Loper

Its: Senior Vice President

CROWDER GULF

ADMINISTRATIVE OFFICE
5629 Commerce Blvd East
Mobile, AL 36619

OFFICE : 800-992-6207
FAX : 251-459-7433

EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM

This company is an equal employment opportunity employer. It is the policy of this company to assure that applicants are employed, and that applicants are treated during employment, without regard to their race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law. Such action shall include: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job-training.

1. Publication and dissemination of this company's written policy of equal employment opportunity.
   A. Each employee is informed that we are an equal opportunity employer and where our policy is posted.
   B. Our policy is reviewed annually, or more frequently if required by contract, with all supervisory personnel.

2. Appointment of Equal Employment Officer charged with the responsibility of securing compliance and advising corporate Officials of progress.
   Equal Employment Officer: Mary G. White
   Office #: 251-478-6848
   Email: hr@crowdergulf.com

3. Notification of all recruitment sources that the company, as an equal opportunity employer, solicits referral of qualified applicants without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.

4. The upgrading and promotion of employees shall be made based on qualifications and ability without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.

5. We request from all employees, especially minorities and females, that they refer any qualified friends or relatives to us for employment.

6. All company facilities and activities shall be non-segregated.

7. All Advertisements for employment shall contain the statement, "We are an Equal Opportunity Employer".

8. We continuously monitor, control, evaluate, and obtain feedback in regard to the application of our Equal Employment Opportunity policy at all levels.

9. All personnel activities shall be monitored to ensure that this Equal Employment Opportunity policy is being carried out.

10. CrowderGulf complies with all federal and state laws and regulations regarding Equal Employment Opportunity.

11. In succession to the previous EEO Officer, effective Mary G. White was appointed EEO Officer for the company effective 8/15/2011. Any person who believes he or she has been discriminated against should direct their complaint to Mary G. White.

Ashley Ramsay-Naile

President

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 312220

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	CrowderGulf LLC / CrowderGulf Joint Venture, Inc.
Company Facility Address	5629 Commerce Blvd E Mobile, AL 36619
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	010626019
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

EXHIBIT "A"

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

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

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

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

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

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

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

SIGNATURE: Ashley Ramsay-Naile

Ashley Ramsay-Naile, President

COMPANY NAME: CrowderGulf Joint Venture, Inc.

DATE: 01/07/2026

EXHIBIT "B"

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned CrowderGulf Joint Venture, Inc. (Contractor) certifies, to the best of his or her knowledge, that:

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

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

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

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

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

Signature of Contractor's Authorized Official Ashley Ramsay-Naile

Name and Title of Contractor's Authorized Official Ashley Ramsay-Naile, President

Date 01/07/2026

Authorized Signature: ATTACHMENT A

I understand that the terms, conditions and pricing within this contract may be used by any of the public agencies located within Polk County.



Signature

Ashley Ramsay-Naile

Printed Name

President

Title

CrowderGulf Joint Venture, Inc.

Company Name

251-459-7430

Phone Number

5629 Commerce Boulevard East

Address

Mobile, AL 36619

City, State, Zip

Attachment "C"

DAP9523.11

FEMA
DISASTER ASSISTANCE POLICY

I. TITLE: **Hazardous Stump Extraction and Removal Eligibility**

II. DATE: MAY 15 2007

III. PURPOSE:

Establish criteria used to reimburse applicants for removing eligible hazardous stumps from public or, where authorized, private property.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters and emergencies declared on or after the date of publication. It is intended for all personnel involved in the administration and execution of the Public Assistance Program, including applicants.

V. AUTHORITY:

Sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5206, as amended.

VI. BACKGROUND:

Public Assistance regulations authorize reimbursement for the removal of debris from public and private land when it is in the public interest. Such removal is in the public interest when it is necessary to: eliminate immediate threats to life, public health and safety, or eliminate immediate threats of significant damage to improved public or private property; or to ensure economic recovery of the affected community to the benefit of the community at large. Trees that are uprooted during a disaster event such that all or part of their roots are exposed may pose an immediate threat to public health and safety.

VII. POLICY:

A. When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety, FEMA may provide supplemental assistance to remove, transport, dispose, and provide fill for the root cavity of an eligible uprooted tree or stump. The Federal Emergency Management Agency (FEMA) will reimburse applicants reasonable costs for this type of work only when uprooted stumps are more than 24 inches in diameter (measured two feet from the ground), with the consensus of the Applicant and the State, and is approved in

advance by FEMA, using the attached Hazardous Stump Worksheet.

1. If it is necessary to remove an uprooted stump before it can be inspected by FEMA because it poses a threat that must be dealt with immediately, the applicant must submit documentation, to FEMA including photographs, that establishes its location on public property, specifics on the threat, stump diameter measured two feet up the trunk from the ground, quantity of material to fill the hole, and any special circumstances.

2. FEMA will reimburse applicants for extraction, transport and disposal of stumps with a diameter of 24 inches or smaller at the unit cost rate for regular vegetative debris, using the attached Stump Conversion Table, as such stumps do not require special equipment.

3. FEMA will reimburse applicants at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, placed on the rights-of-way by others (i.e., contractors did not extract them from public property or property of eligible Private Non Profit organization). In such instances, applicants do not incur additional cost to remove these stumps because the same equipment that is used to pick up "regular" debris can be used to pick-up these stumps.

4. If an applicant incurs additional costs in picking up large stumps (over 24 inches in diameter) from rights-of-way, it should complete the Hazardous Stump Worksheet and present documentation to FEMA in advance for consideration.

5. Stumps with less than 50% of their root ball exposed should be cut flush at ground level and the cut portion included with regular vegetative debris.

6. Straightening or bracing of trees is eligible for reimbursement if it is less costly than removal and disposal. Applicant must provide a cost analysis showing cost effectiveness.

VIII. ORIGINATING OFFICE: Disaster Assistance Directorate (Public Assistance Division)

IX. SUPERSESSION: This policy supersedes Recovery Policy Number 9523.11, Hazard Stump Removal and Extraction Eligibility dated May 6, 2006.

X. REVIEW DATE: Three years from the date of publication.

David Garratt
Acting Assistant Administrator
Disaster Assistance Directorate

Hazardous Stump Worksheet

Applicant: _____ Date: _____

Applicant Representative: _____ Signature: _____

FEMA Representative (if available) _____ Signature: _____

State Representative (if available): _____ Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)		Tree Size (Diameter)	Eligible		Fill For Debris Stumps	Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)		Yes	No	CY	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

To be completed upon award of contract

Attachment D

EVENT PERFORMANCE BOND

PERFORMANCE BOND

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

THE CONDITION OF THIS BOND is that if the Principal:

Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated _____, 20__ (the "Purchase Order") between Principal and Obligee for performance of debris removal at any County location arising from damage caused by a disaster event, at the times and in the manner prescribed in the Purchase Order; and

Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Purchase Order; and

Performs the guarantee of all work and materials furnished under the Purchase Order for the time specified therein; and

Satisfies all claims and demands incurred under the Purchase Order, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

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

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

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

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

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

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

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

ATTEST:

PRINCIPAL: _____

BY: _____ (Authorized Signature (Principal)

Printed Name: _____

Title of Person Signing Above: _____

Witness: _____

Witness: _____

ATTEST:

SURETY: _____

Attorney in Fact

Printed Name: _____

Business Address: _____

Witness: _____

Witness: _____

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

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

To be completed upon activation

Attachment "E"

Date:
Company Name:
Address:
Project Manager:
RE: Conditional Notice to Proceed for Disaster Debris Removal Services Agreement

This letter serves as Roads and Drainage's Conditional Notice to Proceed (CNTP) to begin the mobilization process to commence work relative to the above referenced Agreement. This NTP is limited to the scope of work for storm _____ in accordance with the Agreement and further detailed below:

Please attach a list of services and estimated cost here.

A performance bond in the amount of $1,000,000 meeting the contract requirements should be emailed to Ken Brush, Procurement Contracts Manager (kenbrush@polk-county.net) before the work starts. The original performance bond should be delivered within seven (7) business days from the date above to Polk County Procurement, 330 West Church Street, Room 150, Bartow, Florida 33830, Attn: Ken Brush (863)534-6727. Please attach a copy to this Notice.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below.

Cordially,

Roads and Drainage _____
(Authorized signature, tile, and date)
I acknowledge receipt of this Notice on:_____**(date)**

Name of the Authorized Company Representative: _____

Authorized Signature: _____

_____

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

DUNNE, SETH ADAM

CROWDER-GULF JOINT VENTURE, INC.
PO BOX 554
FAIRHOPE AL 36533

LICENSE NUMBER: CGC1532476

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/04/2024

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.

1623

State of Florida
Department of State

I certify from the records of this office that CROWDER-GULF JOINT VENTURE, INC. is a corporation organized under the laws of the State of Florida, filed on September 3, 2002.

The document number of this corporation is P02000095020.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 9, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twelfth day of January, 2026

Secretary of State

Tracking Number: 3368238224CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 24,2025

CROWDER-GULF JOINT VENTURE, INC.
5629 COMMERCE BLVD. E.
MOBILE, ALABAMA 36619

RE: CERTIFICATE OF QUALIFICATION

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

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY)

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

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

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

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

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

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

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

August 14, 2024, 2024

Kerrie A. Noll
Crowder-Gulf Joint Venture, Inc.
5629 Commerce Blvd. East
Mobile, AL 36619

Dear Kerrie,

Effective August 14, 2024, Crowder-Gulf Joint Venture, Inc., is prequalified to bid on the Florida Department of Environmental Protection, Bureau of Design and Construction's projects that require state licenses. This prequalification expires on August 31, 2026.

If you have any questions regarding this prequalification please feel free to contact Laurinda Micheels by phone at (850) 245-2781 or via email at Laurinda.Micheels@FloridaDEP.gov.

Sincerely,

Ralph Perkins, FCCM
Program Administrator
Bureau of Design and Construction

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.)

CrowderGulf Joint Venture, Inc.

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) . . . . .

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.

5629 Commerce Blvd E

Requester's name and address (optional)

6 City, state, and ZIP code

Mobile, AL 36619

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

0	1	–	0	6	2	6	0	1	9

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** Ashley Ramsay-Naile | **Date** 1/19/2026

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

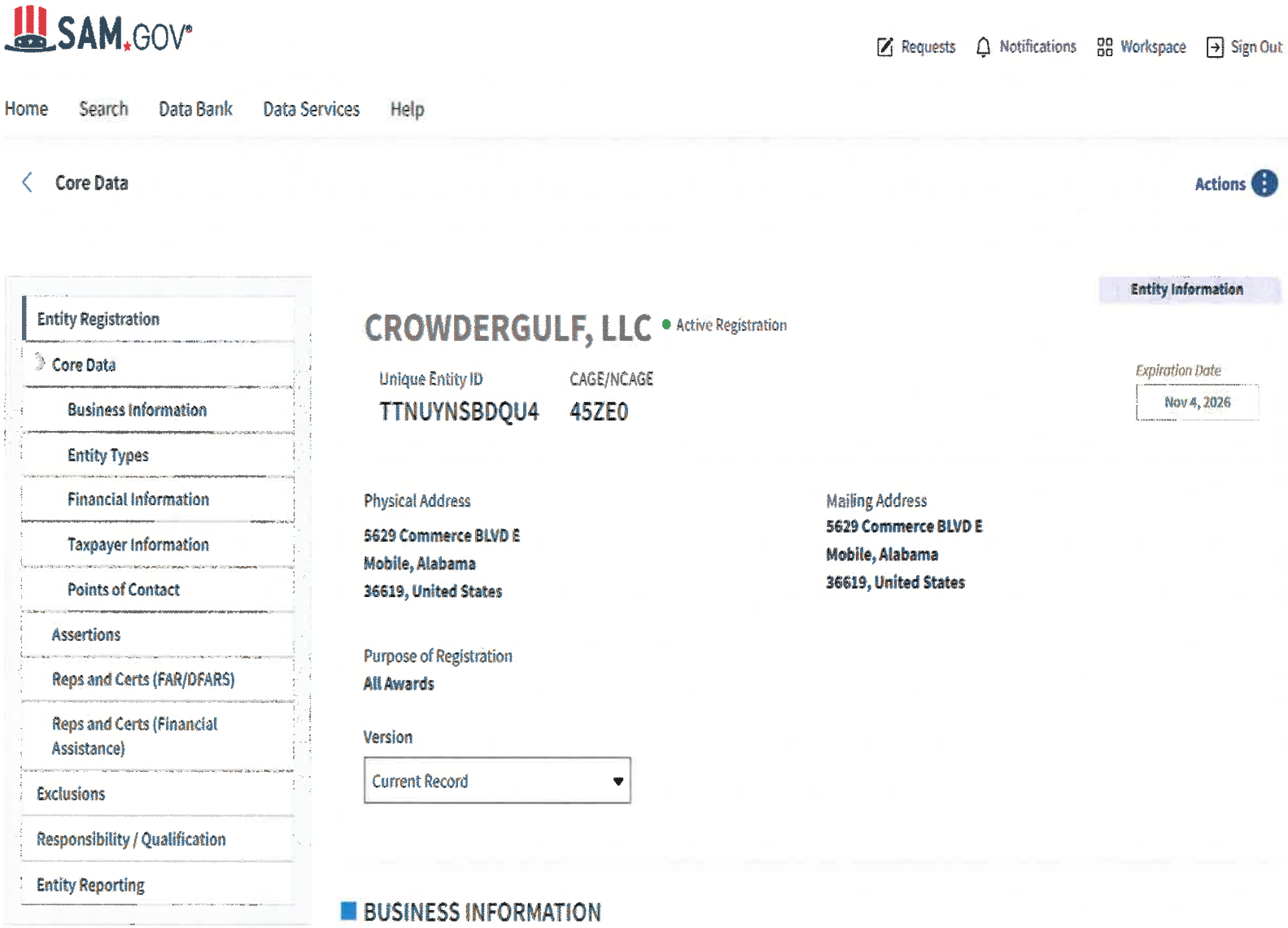

SAM.GOV
Requests
Notifications
Workspace
Sign Out
Home
Search
Data Bank
Data Services
Help
Core Data
Actions
Entity Registration
Core Data
Business Information
Entity Types
Financial Information
Taxpayer Information
Points of Contact
Assertions
Reps and Certs (FAR/DFARS)
Reps and Certs (Financial Assistance)
Exclusions
Responsibility / Qualification
Entity Reporting
Entity Information
CROWDERGULF, LLC
Active Registration
Unique Entity ID
TTNUYNSBDQU4
CAGE/NCAGE
45ZE0
Expiration Date
Nov 4, 2026
Physical Address
5629 Commerce BLVD E
Mobile, Alabama
36619, United States
Mailing Address
5629 Commerce BLVD E
Mobile, Alabama
36619, United States
Purpose of Registration
All Awards
Version
Current Record
BUSINESS INFORMATION

EXHIBIT B

DISASTER DEBRIS REMOVAL SERVICES
COMPENSATION SCHEDULE

Item No.	Description	UoM	Unit Price
	Level 1: 0 - 50,000 CY of Debris		
1	Gathering, pick-up, and hauling debris to TDSRS		
	A. 0 - 20 miles	CY	$11.50
	B. Over 20 miles	CY	$14.00
2	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site		
	A. 0 - 20 miles	CY	$24.00
	B. Over 20 miles	CY	$28.00
3	Site management and processing of debris at TDSRS		
	A. Grinding	CY	$6.50
	B. Burning	CY	$5.50
4	Removal of eligible leaning trees and eligible hanging limbs		
	A. 6" - 12.99" diameter tree	EA	$200.00
	B. 13" - 24.99" diameter tree	EA	$300.00
	C. 25" - 36.99 diameter tree	EA	$400.00
	D. 37" - 48.99" diameter tree	EA	$500.00
	E. 49" and greater diameter tree	EA	$600.00
	F. Removal of all hanging limbs per tree	EA	$125.00
5	Loading and hauling processed debris from TDSRS to final disposal site		
	A. 0 - 40 miles	CY	$8.00
	B. Over 40 miles	CY	$10.00
6	Hazardous stumps		
	A. 24.01" - 36.99" diameter	EA	$350.00
	B. 37" - 48.99" diameter	EA	$450.00
	C. 49" and greater diameter	EA	$550.00
7	Dead animal collection, transportation, and disposal	LB	$1.00
8	Removal, transport, and disposal of eligible household hazardous waste	LB	$9.00
9	Removal, transport, and disposal of disaster generated hazardous waste	LB	$9.00

	Level 1: 0 - 50,000 CY of Debris		
	Level 2: 50,000 - 200,000 CY of Debris		
1	Gathering, pick-up, and hauling debris to TDSRS		
	A. 0 - 20 miles	CY	$9.00
	B. Over 20 miles	CY	$10.00
2	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site		
	A. 0 - 20 miles	CY	$22.00
	B. Over 20 miles	CY	$26.00
3	Site management and processing of debris at TDSRS		
	A. Grinding	CY	$5.00
	B. Burning	CY	$4.25
4	Removal of eligible leaning trees and eligible hanging limbs		
	A. 6" - 12.99" diameter tree	EA	$100.00
	B. 13" - 24.99" diameter tree	EA	$200.00
	C. 25" - 36.99 diameter tree	EA	$300.00
	D. 37" - 48.99" diameter tree	EA	$400.00
	E. 49" and greater diameter tree	EA	$500.00
	F. Removal of all hanging limbs per tree	EA	$100.00
5	Loading and hauling processed debris from TDSRS to final disposal site		
	A. 0 - 40 miles	CY	$6.90
	B. Over 40 miles	CY	$8.00
6	Hazardous stumps		
	A. 24.01" - 36.99" diameter	EA	$300.00
	B. 37" - 48.99" diameter	EA	$400.00
	C. 49" and greater diameter	EA	$500.00
7	Dead animal collection, transportation, and disposal	LB	$1.00
8	Removal, transport, and disposal of eligible household hazardous waste	LB	$8.00
9	Removal, transport, and disposal of disaster generated hazardous waste	LB	$8.00

	Level 1: 0 - 50,000 CY of Debris		
	Level 3: Greater than 200,000 CY of Debris		
1	Gathering, pick-up, and hauling debris to TDSRS		
	A. 0 - 20 miles	CY	$8.50
	B. Over 20 miles	CY	$9.50
2	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site		
	A. 0 - 20 miles	CY	$18.00
	B. Over 20 miles	CY	$24.00
3	Site management and processing of debris at TDSRS		
	A. Grinding	CY	$4.50
	B. Burning	CY	$3.75
4	Removal of eligible leaning trees and eligible hanging limbs		
	A. 6" - 12.99" diameter tree	EA	$80.00
	B. 13" - 24.99" diameter tree	EA	$160.00
	C. 25" - 36.99 diameter tree	EA	$260.00
	D. 37" - 48.99" diameter tree	EA	$360.00
	E. 49" and greater diameter tree	EA	$400.00
	F. Removal of all hanging limbs per tree	EA	$90.00
5	Loading and hauling processed debris from TDSRS to final disposal site		
	A. 0 - 40 miles	CY	$6.00
	B. Over 40 miles	CY	$7.50
6	Hazardous stumps		
	A. 24.01" - 36.99" diameter	EA	$250.00
	B. 37" - 48.99" diameter	EA	$350.00
	C. 49" and greater diameter	EA	$450.00
7	Dead animal collection, transportation, and disposal	LB	$1.00
8	Removal, transport, and disposal of eligible household hazardous waste	LB	$7.00
9	Removal, transport, and disposal of disaster generated hazardous waste	LB	$7.00
	GRAND TOTAL		$9,006.40
	Equipment Type with Operator		
	County will reimburse at the FEMA approved rates.		
	Labor Category		
	County will reimburse at the FEMA approved rates.		

Signature

Date

Print Name

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

EXHIBIT D

EVENT PERFORMANCE BOND

PERFORMANCE BOND

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

THE CONDITION OF THIS BOND is that if the Principal:

Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain Disaster Debris Removal Services Agreement _____ (the "Agreement") dated_____ between Principal and Obligee for performance of debris removal at any County location arising from damage caused by _____, at the times and in the manner prescribed in the Agreement; and

Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Agreement; and

Performs the guarantee of all work and materials furnished under the Agreement for the time specified therein; and

Satisfies all claims and demands incurred under the Agreement, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

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

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

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

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

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

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

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

ATTEST:

PRINCIPAL: _____

BY: _____ (Authorized Signature (Principal)

Printed Name: _____

Title of Person Signing Above: _____

Witness: _____

Witness: _____

ATTEST:

SURETY: _____

Attorney in Fact

Printed Name: _____

Business Address: _____

Witness: _____

Witness: _____

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

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

Jay M. Jarvis, P.E.
Director

3000 Sheffield Road
Winter Haven, FL 33880

POLK COUNTY

Board of County Commissioners

PHONE: 863-535-2200
FAX: 863-534-7339
www.polkfl.gov

ROADS & DRAINAGE DIVISION

EXHIBIT E

Date: _____
Company Name: _____
Address: _____
Project Manager: _____

Subject: Conditional Notice to Proceed for Disaster Debris Removal Services Agreement #_____

This letter serves as Roads and Drainage's Conditional Notice to Proceed (CNTP) to begin the mobilization process to commence work relative to the above referenced Agreement. This CNTP is limited to the scope of work for _____ in accordance with the Agreement.

A performance bond in the amount of $_____ meeting the contract requirements should be emailed to Tabatha Shirah, Sr. Procurement Analyst at tabathashirah@polkfl.gov before the work starts. The original performance bond should be delivered within seven (7) business days from the date above to Polk County Procurement, 330 West Church Street, Room 150, Bartow, Florida 33830, Attn: Tabatha Shirah (863) 534-5935. Please attach a copy to this Notice.

I have attached a copy of a revised performance bond for your use.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below.

Cordially,

Roads and Drainage _____
(Authorized signature, tile, and date)
I acknowledge receipt of this Notice on:_____(date)

Name of the Authorized Company Representative: _____

Authorized Signature: _____

DISASTER DEBRIS REMOVAL SERVICES AGREEMENT (SECONDARY)

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, 330 W. Church Street, Bartow, Florida, 33830, and Looks Great Services of MS, Inc. (the "Contractor"), a Mississippi corporation, whose principal address is 1501 Highway 13 North, Columbia, MS 39429 and whose Federal Employer Identification Number is 27-4125328.

WHEREAS, the Contractor has considerable expertise in disaster debris removal services; and

WHEREAS, the County desires to retain the services of a competent and qualified Contractor to provide disaster debris removal services; and

WHEREAS, the County has solicited for these Contractor services via an advertised request for proposals ("RFP 26-011") and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the County intends to engage the Contractor to provide it the disaster debris removal services; and

WHEREAS, the Contractor remains agreeable to providing the County the Contractor services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein.

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

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the Chairman, Board of County Commissioners.

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date, unless otherwise sooner terminated as provided herein.

2.0 Contractor Services

2.1 The County does hereby retain the Contractor to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request for Proposals RFP #26-011, to include all attachments and addenda, and (ii) the Contractor's responsive proposal thereto (collectively, (i) and (ii) are "RFP 26-011"), all of which are

incorporated into this Agreement by this reference. A complete copy of the Scope of Services section of RFP 26-011 and the Contractor's responsive proposal is attached as a composite **Exhibit "A"** and made a part of this Agreement.

2.2 Contractor shall perform the services described in the Scope of Services section of RFP 26-011, as those Services may be further specifically designated and authorized by the County in a separate written Conditional Notice to Proceed the County will deliver to the Contractor prior to the Contractor's commencement of the Services required in association with the County's clean-up and recovery from a particular disaster or emergency event. The form for the Conditional Notice to Proceed shall be substantially in the form provided on **Exhibit "E"** which is attached hereto and made a part of this Agreement.

2.3 The County will contact and coordinate with the Contractor prior to issuing a Notice to Proceed for a disaster or emergency event. The Contractor will provide the name(s) of the supervisor(s)\liaison officer who will be primarily responsible for the Contractor providing the required Services. Additionally, before the Notice-To-Proceed is issued the Contractor will deliver to the County a performance bond in the form provided on **Exhibit "D"** which is attached hereto and made a part hereof in an amount to be reasonably determined by the County but which will not be less than $1,000,000.00. The actual bond amount will be determined based upon the estimated costs of the Services required as a consequence of the particular disaster or emergency event.

2.4 Contractor acknowledges that the County has engaged a primary vendor to provide the Services described in RFP 26-011 should the County determine in its sole and absolute discretion that the Contractor may, is or will be unable to perform the full scope of work of a particular project within the time period the County requires all such work to be completed, and nothing stated herein provides the Contractor with the exclusive right to perform the Services.

3.0 Compensation

3.1 General

3.1.1 In consideration for it providing the Services, during the Agreement Term the County shall pay the Contractor a unit price that shall not exceed the amounts stated in **Exhibit "B"**, which is attached hereto and made a part of this Agreement. The Compensation Schedule identifies all items to perform billable services pursuant to this Agreement and the

associated amount the County will pay the Contractor for Services performed by those items. The County is not obligated to pay the Contractor a fee for any work performed or Services provided by items not listed on the Compensation Schedule. The unit prices may be increased by the Procurement Director following the one year anniversary of the Effective Date, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director. Equipment rates and hourly labor rates will be reimbursed at those rates approved by the Federal Emergency Management Agency ("FEMA") for any given year. No Board action will be necessary for unit price increase.

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

3.1.3 The Contractor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Roads and Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880
Attn:

3.1.4 The Contractor will clearly state "Final Invoice" on the Contractor's final/last billing for the Services rendered to the County. The Contractor'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 Contractor hereby waives any charges not properly included on its Final Invoice.

3.1.5 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Contractor's performance of the Service or the County's acceptance of any work.

3.1.6 All Contractor's invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional supporting documents may be requested by the County and, if so requested, shall be furnished by the Contractor to the County Auditor's satisfaction.

3.1.7 The Contractor's project manager or designated payroll officer is attesting to the correctness and accuracy of all charges and requested reimbursements stated in each invoice.

3.2 Reimbursable Expenses

3.2.1 The Contractor's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached as **Exhibit "C"** and made a part of this Agreement. The Contractor's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. To qualify for reimbursement, the Contractor's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the Contractor providing the Services.

4.0 Contractor's Responsibilities

4.1 The Contractor shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

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

5.0 Ownership of Documents

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

6.0 Termination

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

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

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

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

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

7.0 No Contingent Fees

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

8.0 Assignment

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

9.0 Professional Associates and Subcontractors

If the Contractor requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Contractor must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Contractor utilizes any professional associates or subcontractors in the delivery of the Services, then the Contractor shall remain solely and fully liable to the County for

the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Contractor shall not relieve the Contractor of its obligations to the County under this Agreement.

10.0 Indemnification of County

Contractor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited to, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Contractor to comply with applicable laws, rules or regulations, (ii) the breach by Contractor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Contractor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates, subcontractors, agents, and employees; provided, however, that Contractor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The provisions of this Section 10.0 shall survive the expiration or earlier termination of this Agreement.

11.0 Insurance Requirements

The Contractor 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 Contractor 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

Contractor'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 Contractor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Contractor suspend Contractor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Contractor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $2,000,000.00 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. $4,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

> Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the 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 Contractor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Pollution Liability Insurance: $1,000,000 including pollution due to automobile operations.

Employer's Liability. $1,000,000.

12.0 Public Entity Crimes

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

13.0 Non-Discrimination

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

14.0 Designation of Party Representatives

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

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

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

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

17.0 Independent Contractor

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

18.0 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 LIASON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7670

EMAIL: RMCO@POLKFL.GOV

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

21.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place

for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Roads & Drainage Division
3000 Sheffield Road
Winter Haven, Florida 33880
Attention: Division Director

For Contractor: Looks Great Services of MS, Inc.
1501 Highway 13 North
Columbia, MS 39429
Attention:

22.0 Severability

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

23.0 Annual Appropriations

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

24.0 Unauthorized Alien(s)

The Contractor 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 Contractor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

25.0 Contractor Representations

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

25.1.1 Contractor is a corporation that is duly organized and existing in good standing under the laws of the State of Mississippi with full right and authority to do business within the State of Florida.

25.1.2 Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Contractor has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Contractor shall, at no additional cost to the County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Contractor is authorized to do so.

26.0 Default and Remedy

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

B. Certain Material Defaults. Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

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

29.0 Attorneys' Fees and Costs

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

30.0 Force Majeure

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

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

31.0 Key Personnel

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

Name: Yolanda Agoglia

Name: Kristian Agoglia

Name: Sean Hunt

Name: Jerry Day

Name: Max Elkins

Name: Don Lucas

Name: Melvin Sorto

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Contractor hereby certifies to the County that the Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is 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, 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 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 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 Contractor hereby acknowledges that it 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.

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 Contractor 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 Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Contractor 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 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 Agreement are greater than or equal to One Million Dollars ($1,000,000).

33.0 No Construction Against Drafter

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

34.0 Federal Provisions

The Supplemental Conditions – Federal Clauses set forth in the RFP 26-011, attached here to as Exhibit Ai, are hereby fully incorporated by this specific reference, as if set forth in the body of this Agreement.

35.0 Breach During Emergency Recovery Period.

Pursuant to section 252.505, Florida Statutes, in the event this Agreement concerns goods or services related to a natural emergency, Vendor agrees that if Vendor breaches this Agreement during the Emergency Recovery Period, then the County shall be entitled to (a) a payment of $5000, and (b) recovery of damages, which may take the form of actual and consequential damages or liquidated damages. The term "Emergency Recovery Period" means a one-year period that begins on the date the Governor of Florida initially declared a state of emergency for a natural emergency.

36.0 Conditional Notice to Proceed Minimum Amount.

As a condition precedent to the issuance of any Notice-To-Proceed, Vendor shall furnish to County a performance bond in a minimum amount of One Million Dollars ($1,000,000.00) in a form reasonably acceptable to the County. County retains the right to require a higher initial performance bond for any reason deemed necessary to the County. The parties acknowledge the services required in response to an emergency cannot fully be determined in advance. Therefore, upon the occurrence of such an emergency event, County shall determine the actual amount of the performance bond and adjust the required amount from the Vendor accordingly. Vendor's failure to provide the initial performance bond or the adjusted performance bond shall constitute a material breach of the obligations under this Agreement and shall provide the County with the right to withhold the Notice to Proceed, suspend Services, procure substitute Services, and exercise any right or remedy provided under this Agreement or applicable law.

37.0 Future Debris Management Contractual Obligations.

Vendor shall provide County with priority status in response Services to be performed under this Agreement. During activation, resources will not be diverted away from the County.

Vendor acknowledges this priority, as well as responsiveness with personnel, material, equipment, and service delivery are all material under this Agreement. Accordingly, Vendor shall, within thirty (30) days of entering into a new debris management, emergency response, disaster recovery, or similar contractual obligation with other entity during the Term of this Agreement, provide County with written notice of such a contractual obligations and provide the County with reasonable assurances that the new obligations will not interfere with Vendor's performance of this Agreement, including County's priority status. In addition, Vendor shall, on June 1st of every year during the Term of this Agreement, provide County with a written letter identifying all new debris management, emergency response, disaster recovery, or similar contractual obligations entered into during the preceding twelve (12) months. Along with the names of all the new obligations, the letter will include assurances that the obligations will not interfere with Vendor's performance of this Agreement, including County's priority status. Vendor's failure to provide a timely disclosure shall constitute a material breach of this Agreement.

38.0 Project Manager Assignment.

Vendor shall designate a Project Manager to be the key personnel to this Agreement. The Project Manager shall be an individual capable of committing Vendor resources including, without limitation, equipment, personnel, subcontractors, and financial expenditures, without seeking off-site corporate approval. The Vendor shall provide written certification the Project Manager is not committed to another debris management agreement during the Term of this Agreement.

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

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

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Martha Santiago, Ed., D, Chair
Board of County Commissioners

Date Signed By Chair _____

Reviewed as to form and legal sufficiency:

_____ 6/3/2024
County Attorney's Office Date

ATTEST:

Looks Great Services of MS, Inc.
a Mississippi corporation

By: _____

_____
PRINT NAME

_____
TITLE

By: _____

Kristian Agoglia
PRINT NAME

Vice President
TITLE

Date: _____

SEAL

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF MISSISSIPPI County OF LAMAR

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this May 5, 2026 (Date) by Kristian Agoglia (Name of officer or agent) as Vice President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☑ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this May 5, 2026 (Date)

Shirley D Moore (Official Notary Signature and Notary Seal)

Shirley D Moore (Name of Notary typed, printed or stamped)

Commission Number 293033 Commission Expiration Date Nov 9, 2029



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 26-011

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

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

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

Company Name: Looks Great Services of MS, Inc.

Signature: _____

Title: Vice President

Date: 6/5/2026

State of: Mississippi

County of: Lamar

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5th day of May, 2026, by Kristian Agoglia (*name*) as Vice President (*title of officer*) of Looks Great Services of MS, Inc. (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Shirley D Moore

Printed Name of Notary Public: Shirley D Moore

Notary Commission Number and Expiration: Nov 9, 2029

(AFFIX NOTARY SEAL)

STATE OF MISSISSIPPI
SHIRLEY DANIELLE MOORE
NOTARY PUBLIC
Marion County
Commission Expires
November 9, 2029
COMMISSION NUMBER 209033

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 26-011

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

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

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

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

Executed this 5th day of May, 2026.

ATTEST:

By: _____

Printed Name: Max Elkins

Its: Director of Contracting

CONTRACTOR:

By: _____

Printed Name: Kristian Agoglia

Its: Vice President

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 Kristian Agoglia (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.

Looks Great Services of MS, Inc.
NONGOVERNMENTAL ENTITY

SIGNATURE

Kristian Agoglia
PRINT NAME

Vice President
TITLE

6/5/2026
DATE

Detail by Entity Name

Foreign Profit Corporation
LOOKS GREAT SERVICES OF MS, INC

Filing Information

Document Number	F15000004702
FEI/EIN Number	27-4125328
Date Filed	10/22/2015
State	MS
Status	ACTIVE

Principal Address

1501 Highway 13 North
Columbia, MS 39429

Changed: 04/13/2026

Mailing Address

1501 Highway 13 North
Columbia, MS 39429

Changed: 04/13/2026

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK INC
801 US HIGHWAY 1
NORTH PALM BEACH, FL 33408

Address Changed: 03/25/2020

Officer/Director Detail

Name & Address

Title PRESIDENT / DIRECTOR

Agoglia, Yolanda
1501 Highway 13 North
Columbia, MS 39429

Title SECRETARY

Day, Jerry
1501 Highway 13 North
Columbia, MS 39429

Title TREASURER AND VICE PRESIDENT / DIRECTOR

Agoglia, Kristian
1501 Highway 13 North
Columbia, MS 39429

Annual Reports

Report Year	Filed Date
2024	04/24/2024
2025	03/14/2025
2026	04/13/2026

Document Images

04/13/2026 -- ANNUAL REPORT	View image in PDF format
03/14/2025 -- ANNUAL REPORT	View image in PDF format
04/24/2024 -- ANNUAL REPORT	View image in PDF format
03/19/2023 -- ANNUAL REPORT	View image in PDF format
02/09/2022 -- ANNUAL REPORT	View image in PDF format
02/03/2021 -- ANNUAL REPORT	View image in PDF format
03/18/2020 -- ANNUAL REPORT	View image in PDF format
03/02/2019 -- ANNUAL REPORT	View image in PDF format
03/05/2018 -- ANNUAL REPORT	View image in PDF format
03/17/2017 -- ANNUAL REPORT	View image in PDF format
03/09/2016 -- ANNUAL REPORT	View image in PDF format
10/22/2015 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from vendors that are interested in providing debris removal services as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 26-011, Disaster Debris Removal Services

Description: Provide disaster debris clean-up and other related services resulting from, but not limited to, catastrophic events such as tornadoes and hurricanes

Receiving Period: Prior to 2:00 p.m., Wednesday, December 31, 2025

Bid Opening: Wednesday, December 31, 2025, at 2:00 p.m. or as soon as possible thereafter.

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

Special Instructions:

Questions regarding this RFP must be in writing and must be sent to Ken Brush Procurement Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. All questions must be received by Monday, December 15, 2025, 4:00 p.m.

RFP REGISTRATION

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

RFP Number: 26-011

RFP Title: Disaster Debris Removal Services

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

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #26-011, Disaster Debris Removal Services” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division

330 West Church Street, Room 150

Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	26-011
RFP Title	Disaster Debris Removal Services
Due Date/Time:	December 31, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

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

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email kenbrush@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 26-011 Tab 1"

"RFP 26-011 Tab 2"

"RFP 26-011 Tab 3"

"RFP 26-011 Tab 4"

"RFP 26-011 Tab 5"

"RFP 26-011 Tab 6"

"RFP 26-011 Tab 7"

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

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 26-011
Disaster Debris Removal Services

Sealed proposals will be received in the Procurement Division, Wednesday, December 31, 2025, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at https://www.polk-county.net/business/procurement/. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Ken Brush, Procurement Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. **All questions must be received by Monday, December 15, 2025, 4:00 p.m.**

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

Introduction/Background

Polk County, a political subdivision of the State of Florida, is soliciting proposals from qualified firms to provide disaster debris clean-up and other related services.

Award of this RFP may be made to up to three (3) Contractors and will be used when the magnitude of an emergency is such that the County is not able to manage with their own resources. Contractors shall be identified as the primary, secondary, and tertiary awardee based on order of final ranking. The area given to any one contractor will depend on the magnitude of the emergency.

The primary vendor will be contracted to provide the services needed. If the primary vendor is not available, or fails to respond within 24 hours, the County will then contact the secondary vendor. If the secondary vendor is not available or fails to respond within 24 hours, the County will then contact the tertiary vendor.

There are other public agencies within Polk County that may wish to use the provisions of this RFP. Attachment A should be signed and included with your submittal. Please refer to submittal criteria for further detail.

SPECIFICATIONS

PURPOSE

The purpose of these specifications is to describe the requirements of the County relative to the Disaster Debris Removal Services sought by the County in the removal of debris resulting from, but not limited to, catastrophic events such as tornadoes and hurricanes. The resulting contract would potentially be invoked for County, State, and Federally declared disaster events. Services may include: collecting and removing debris including the clearing and removal of debris from the public right-of-way, streets and roads, either public or private as directed by the client; demolition and removal of condemned structures and buildings that pose a threat to public safety and resulting from the disaster event; processing debris including sorting, grinding, mulching, and burning; and disposing of debris at designated sites within Polk County; establishing and operating temporary debris staging and processing sites; collecting and disposing of hazardous waste, biohazardous waste and dead animals.

GENERAL REQUIREMENTS

The Contractor(s) shall furnish all necessary personnel, materials, equipment, labor, supervision, facilities, and shall otherwise provide all services necessary for, or incidental to, the performance of all work as defined in these specifications.

It is the sole responsibility of the Contractor(s) to ensure that, should Subcontractor(s) be utilized by the Contractor for any portion of the work, these Subcontractor(s) shall meet or exceed the same requirements instituted for the Contractor pertaining to this contract.

The Contractor(s) shall notify the County within (24) twenty four hours of notice of any legal or regulatory actions, or any Notices of Violation taken against the Contractor(s) or Subcontractor(s) utilized within the scope of this contract.

Upon receipt of the Notice of Violation or Warning Notice or upon notification or request from the County, the Contractor shall immediately prepare their response or draft a County response to the notice and begin corrective action against any non-complying condition. Failure by the Contractor to take corrective action which is required by law or the Contract Documents shall result in the County taking whatever measures are necessary to correct the condition and deducting the cost of such corrective action from the Contractor's Operating Fee Payment. The Contractor will be responsible for any fines resulting from any violations of Federal, State, or local laws or regulations.

Permits and licenses of a temporary nature necessary for the completion of contracted Services shall be secured and paid for by the Contractor with the assistance of the County, unless otherwise stated in this RFP. The Contractor shall not be held responsible to secure permits and/or licenses when the requirements for same have been waived due to a declaration of an emergency or disaster.

Under the general oversight of the County, the Contractor will supervise and direct all work, workers, and equipment. The Contractor is solely responsible for the means, methods, techniques, sequences, safety program, and procedures utilized. The Contractor will employ and maintain on the work site a qualified and accessible supervisor(s) on the work site(s) and provide the County a liaison officer, as directed. At least one accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Contractor and all communications given to the supervisor or liaison officer in writing by the County's Authorized Representative shall be as binding as if given to the Contractor.

The name(s) of the supervisor(s)\liaison officer will be supplied to the County for each issuance of an event Notice-To-Proceed. Additionally, a performance bond for the minimum amount of $1,000,000 will be required before the Notice-To-Proceed is issued. The actual amount will be determined at the time of the event, and an adjusted performance bond will need to be obtained for the estimated total amount. Please see (Attachments D & E)

The Contractor shall have the ability to guarantee operations and pay vendors and sub-contractor(s) for 60 days prior to receiving payments from the County.

Retainage in the amount of ten percent (10%) will be withheld until all work has been completed and has been approved by the County.

The Contractor shall participate in an annual on-sight pre-coordination meeting as directed by the County at no additional cost to the County.

The Contractor shall, to the extent practical, give priority to utilizing resources in Polk County and the surrounding area, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workers.

The Contractor shall make daily reports to the County to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, detailing the street names, and address blocks where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced, and disposed. The Contractor shall also provide other operational and complaint tracking reports as requested by the County.

The Contractor shall disclose future debris management contractual obligations and provide reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under the contract resulting from this RFP. Such disclosure shall be provided to the County within 30 days of entering into said contractual obligation.

The Contractor's response shall meet the following minimum standards:

- Following a notice to mobilize, the ability to provide an advance team to the County Emergency Operations Center prior to hurricane landfall;
- Ability to marshal/stage personnel and equipment for rapid deployment into the County while protecting those assets from damage/destruction from the event;
- Ability to be fully operational for clearing debris to open emergency routes within 24 hours of initial notice to proceed;
- Ability to be fully operational for hauling, sorting, and storing of debris within 48 hours of initial notice to proceed;
- Ability to be fully operational for the reduction and disposal of debris within 72 hours of initial notice to proceed;
- Ability to maintain full operational capability, 12 hours per day, 7 days per week for an extended period;
- Ability to rapidly adjust the flow of resources based on the extent and magnitude of damage/debris.

Additionally, the Contractor's response shall meet the following minimum standards:

- Ability to clear all debris from all County maintained street, road, and highway within 45 days from initial event notice to proceed (First Push);

- Ability to remove (haul) all debris from all County maintained street, road and highway rights of way within 90 days from initial event notice to proceed;
- Ability to complete the entire debris management process from initial clearance through final disposal within 180 days from initial event notice to proceed.
- Due to the nature of the emergency and circumstances that may inhibit compliance with the times specified above, a reasonable adjustment to the completion dates may be made by mutual agreement between the Contractor and the County.
- Fiscal capability to maintain operations for 60 days following the initial notice to proceed.

SCOPE OF SERVICES

It is the intent of this scope for the Contractor to remove, as quickly as possible, all hazards to life and property resulting from the occurrence of a catastrophic or disastrous event in the County. Clean up, demolition, and removal will be task order (notice-to-proceed) specific and limited to "Eligible Debris." The term "Eligible Debris" shall be defined by the County as (1) that debris which the County determines must be removed to eliminate immediate threats to life, public health, and safety; (2) that debris which the County determines must be removed to eliminate immediate threats of significant damage to improved public or private property; (3) that debris which the County determines must be removed to ensure economic recovery of the affected community, and; (4) as defined under Stafford Act, 44 CFR, PA Guide FEMA 322, Policy Digest FEMA 321, Debris Management Guide FEMA 325, FEMA Policy 9523.4.

Specifically, the Scope of Services will include the following items:

ELIGIBLE DEBRIS REMOVAL

1. Emergency Road Clearance

   The Contractor shall accomplish the cutting, tossing, and/or pushing of Eligible Debris from the primary transportation routes as identified by and directed by the County. This operational aspect of the scope of services shall be for the first 70 (plus or minus) hours after an event.

2. Eligible Debris Removal from Public Rights-of-Way

   As identified by and directed by the County, the Contractor shall accomplish the pick-up and hauling of all Eligible Debris to the designated Temporary Debris Staging and Reduction Sites (individually or collectively, the "TDSRS) from public rights-of-way, or private roads, and shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements. The Contractor shall segregate all debris to the extent practical. Clean woody debris, and other natural materials that can

be chipped, mulched, burned, and disposed of in some other similar manner shall be collected and handled separately from other debris.

3. Demolition of Structures, Debris Removal from Private Property (Right-of Entry Program) and Publicly Owned Property (other than Rights-of-Way)

Should an imminent threat to life, safety, and health to the general public be present on private property or publicly owned property as referenced above, the Contractor as identified to and directed by the County, will accomplish the demolition of structures and the removal and relocation of the designated Eligible Debris to the public rights-of-way. This service shall commence upon receipt by the Contractor from the County the completed right of entry forms, hold harmless agreements, the non-duplication of benefits agreements, an address specific task order, and the physical marking of each structure by the County. This scope of service includes the demolition of structures and the transportation of residual debris to a TDSRS or final disposal site. All identified hazardous waste (to include any hazardous materials) shall be delivered directly to an approved DEP site and other environmental agencies. No hazardous waste shall be housed at any TDSRS. The County has determined that it is in the best interest of the health and safety of its citizens to limit the disposal of hazardous waste to the NCLP. The Contractor shall maintain all debris work sites to appropriate use standards, safety standards, and regulatory requirements.

4. Hazardous Stumps (Removal, Back-fill, Haul)

As identified and directed by the County, the Contractor shall remove all hazardous stumps, as identified by the County, haul each stump to a TDSRS, and backfill each stump hole with compatible material as determined by the County and the Contractor. Each stump shall be inspected by the County and Contractor inspectors and documented as to the appropriate category of size for invoicing. The size of stumps will be calculated by measuring the circumference of the stump at a point two (2) feet above the highest intersecting root from the root ball and then dividing by 3.14 to the 3rd digit, or other method approved by the County and FEMA.

Stumps will be removed if it is in the right-of-way and is 50% uprooted. If removal of the stump creates a hole, the Contractor will back fill the hole. All stumps will be photographed and located on GPS. Stumps removed from right-of-way will be billed out on a “per each” basis. Any stump brought to the curb by a landowner will be hauled and billed on a “per cubic yard” basis.

The removal of hazardous stumps 24 inches and smaller in diameter will be treated as normal debris and paid based on the FEMA stump Conversion Table (see Attachment “C” FEMA DAP9523.11)

All work performed under this section must adhere to requirements noted in 44 Code of Federal Regulations (CFR).

5. Leaning Trees / Hanging Limbs (Trimming, cutting, felling)

As directed by the County, the Contractor shall remove hazardous leaning trees and hanging limbs that pose a threat to life, public health, safety, and/or improved public property. Hazardous trees will be measured at 4.5 feet above the ground and hazardous hangers will be measured at the point of breakage. The removal of hazardous hangers will be compensated on a per tree rate and all hazardous hangers in a tree must be removed by the Contractor.

Each tree and limb shall then be placed in safest location along the right-of-way where the debris resulting from this scope of services shall be removed utilizing the scope of services Item 2: Debris Removal from Public Rights-of-Way or private roads.

6. Temporary Debris Staging and Reduction Sites (TDSRS)

Immediately after execution of the Disaster Debris Removal Services contract, the Contractor and the County will jointly develop a list of the alternative temporary sites for debris management. The parties shall annually thereafter review and confirm the acceptable locations stated on the resulting TDSRS list. The Contractor will be responsible for collecting and testing appropriate environmental samples prior to beginning operations at each TDSRS location. The Contractor will thoroughly video tape and/or photograph each TDSRS site before any debris management activities begin, and will thereafter periodically update video and photographic documentation to track site evolution.

The Contractor will operate and manage each TDSRS to accept and process all Eligible Debris. The Contractor shall be responsible for any land lease obligations that arise in relation to a TDSRS. The Contractor shall be responsible for any and all necessary site preparation, to include but not limited, to the following: any site work and materials necessary to build and maintain stabilized roads for ingress or egress, or any roads throughout the site; the construction of a roofed inspection tower sufficient for a minimum of three (3) inspectors; any environmental requirements including, but not be limited, to wind-born debris control fencing, silt fencing, or water retention berms; the construction of an area for an office trailer and parking; and any other items necessary for site operations and management. The Contractor shall provide and maintain portable and sanitary facilities and fresh water at each TDSRS Inspection Station.

All hazardous waste shall be delivered directly to a site approved by DEP and other environmental agencies. It shall be the contractor's responsibility to remove all hazardous waste and materials within 24 hours of delivery.

The inspection of every load, in and out, is further defined in the "Other Operational Considerations" section below. Processing may include, but is not limited, to reduction by tub grinding, incineration when approved, or other alternate methods of reduction such as compaction. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods, and hazardous wastes. The Contractor shall be responsible for the transporting and removing of all materials not requiring landfilling. All debris requiring landfilling shall be transported to the designated landfill facility, unless otherwise directed by the County. The Contractor shall provide the necessary equipment at the landfill site or otherwise assist with any off-loading of debris.

All processing activities shall be conducted in compliance with all federal, state, and local rules and regulations. It shall be the responsibility of the Contractor to obtain and pay for all permits required to construct, operate, maintain, close, and reclaim the TDSRS debris-processing sites. The Contractor shall maintain each TDSRS site in accordance with all local, state, and federal rules and regulations including at a minimum, erosion control, stormwater management, and fire control, rodent and insect control, animal control in general, noise abatement, odor control, and other site management and site maintenance. The Contractor shall provide stabilized ingress and egress to each debris-processing site and shall maintain such access throughout the life of the site.

The Contractor shall not transport hazardous waste or any hazardous materials to a TDSRS or to any other sites that are not specifically authorized to accept such waste or materials. The Contractor shall be responsible for proper handling and storage of any hazardous waste or hazardous materials brought to the TDSRS. The Contractor shall designate a suitable area at each TDSRS to accommodate all hazardous waste or hazardous materials that the Contractor or a third party may inadvertently bring to a TDSRS. The designated area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage.

The Contractor shall conduct all required testing at the TDSRS, as required by Federal, State, and Local laws, standards, regulations, and operating permits. All guidelines in the latest edition of FEMA's Public Assistance Debris Management Guidelines shall be followed and complied with in the establishment, operation of, and closing of the TDSRS.

The Contractor shall ensure that TDSRS site reclamation shall be accomplished in accordance with all Federal, State, and Local laws, standards, and regulations. The Contractor shall restore the TDSRS to its pre-use condition which may require, among other matters removal of all remaining equipment and debris, grading the site to historical conditions, seeding and mulching of the exposed areas, and performing other work the County deems necessary to restore the site to such condition.

The Contractor's liability to the County for any environmental contamination of the TDSRS (to include adversely affected surrounding areas) shall remain in place after all TDSRS site reclamation services have been completed. The Contractor shall be liable and shall remain liable for any required clean up and necessary remediation of the TDSRS and adversely affected surrounding areas after the expiration or early termination of the Disaster Debris Removal Services contract with the County.

If it becomes necessary to have scales at the TDSRS, the Contractor's reasonable costs to obtain the required scales will be a reimbursable expense.

7. Disaster Event Generated Hazardous Wastes Abatement

The Contractor shall abate all hazardous waste (to include any hazardous materials) identified by the County in accordance with all applicable Federal, State, and Local laws, standards, and regulations to include, but not be limited to, 29 CFR 1910.120, 40 CFR 311, and 49 CFR 100-199.

8. Disaster Event Generated Biohazardous Wastes Abatement

The Contractor shall abate all biohazardous waste identified by the County in accordance with all applicable Federal, State, and Local laws, standards, and regulations.

9. Dead Animal Collection, Transportation, and Disposal

The Contractor shall collect, transport, and dispose of dead livestock, poultry, and large animals (deer, wild pigs, exotic species, etc.). Disposal will be accomplished in any permissible manner consistent with Federal, State, and County laws, rules, and regulations. The collection, transportation, and disposal of small domestic pets are the responsibility of the County.

10. Electronic Communications

The Contractor shall provide the County, in the event that normal communication (power, telephone, radio, cell phones, etc.) is unavailable, with SAT-COM (Satellite radio's, telephones, etc.) or a reliable electronic system of communication as follows:

1 (one) each with Contractor representative
1 (one) per crew
1 (one) at each disposal site

OTHER OPERATIONAL CONSIDERATIONS

1. Documentation and Inspections

All storm debris shall be subject to inspection by the County or any Public Authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, state, and Federal laws. The Contractor will, at all times, provide the County access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work and materials. The Contractor and the County or County's Representative will each have personnel in place at each TDSRS to verify the contents (cubic yards or tons) of the vehicles entering the TDSRS. Records will be maintained via load tickets of every vehicle entering the TDSRS, its cubic yardage or tonnage and verification of the vehicle leaving the TDSRS to ensure that it is in fact empty. The Contractor and the County will monitor the material to determine that it in fact consists of Eligible Debris. The Contractor and the County will have personnel in place at the pick up site to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use, the Contractor and the County will establish and record the certified cubic yards capacity and will inspect each haul truck. The Contractor will include and provide disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable. The Contractor will assist the County in preparation of Federal (FEMA, FHWA, etc.) and State reports for any potential reimbursement through the training of County employees and the review of documentation prior to submittal. The Contractor will work closely with the Florida Division of Emergency Management, FEMA, FHWA, the County's designated Debris Monitoring Contractor, and other applicable State and Federal Agencies to insure that eligible debris collection and data documenting same appropriately addresses concerns of the likely reimbursement agencies. The Contractor will be required to digitally GPS document each load received at each TDSRS or to be taken to a disposition site which will result in a claim for reimbursement or payment. The digital GPS documentation will be

performed to clearly show the transport vehicles identification number and the contents of the vehicle.

2. Priority of Work Areas

The County will establish in advance the priority of and shall approve each work area in which the Contractor will be allowed to work. Daily and/or weekly communication will be held to determine approved work areas. The Contractor shall remove all Eligible Debris from the approved work areas and shall leave the areas from which the Eligible Debris is removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery, and general laborers used by the Contractor. Determination of when a work area is in a clean and neat condition will be at the reasonable judgment of the County.

3. Working Hours

All activity associated with gathering and loading of Eligible Debris shall be performed during visible daylight hours only. Hauling of Eligible Debris to a TDSRS will only be allowed during visible daylight hours between dawn and dusk. The Contractor may work during these hours seven (7) days per week including holidays. It is understood between the parties that at each TDSRS debris reduction may occur twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary and safe. Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

4. Debris Disposal

The Contractor shall process, recycle, and dispose of all Eligible Debris, reduced Eligible Debris, ash residue, and other products of the debris management process in accordance with all applicable Federal, State, and local laws, standards, and regulations. Final disposition locations shall be at the discretion of the Contractor with prior acceptance by the County, except for those materials to be landfilled as determined by the County. Debris to be landfilled will be at the County's designated landfill facility or as directed by the County. The Contractor and County inspectors assigned to the disposition process shall maintain disposition and disposal records and documentation. Documentation shall be quantified in Cubic Yards, tons, or quantity. The Contractor must provide five part load tickets or approved electronic documentation.

5. White Goods

The Contractor may expect to encounter "white goods" available for disposal. For purposes of the contract "white goods" will be those goods

that constitute “household appliances” as defined in the Florida Administrative Code. The Contractor shall dispose of all white goods encountered in accordance with applicable Federal, State, and local laws.

Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the Contractor in accordance to applicable regulatory requirements. There is no additional payment made for handling of white goods, as this cost of work is included in the cubic yard unit price for debris removal.

6. Multiple Scheduled Passes

The Contractor shall make multiple scheduled passes of each site, location, or area impacted by the disaster. This manner of debris removal is required to allow citizens and the County to return to their properties and bring debris to the right-of–way as recovery progresses. The number and schedule of passes shall be determined through County/Contractor consultation. It is the County’s intent that the Contractor will make as many passes as the County may direct to complete the removal and lawful disposal of all natural disaster generated Eligible Debris.

7. Certification of Load Carrying Capacity

The Contractor shall submit to the County certification indicating the type of vehicle, make, model, license plate number, Contractor equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual physical measurement performed by the County. The reported maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. Vehicles shall be labeled with distinctive numbers for the County. Photo documentation will be required by the County.

All trucks and trailers utilized in hauling debris shall be provided with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and/or sides, and are constructed in a manner to withstand severe operating conditions. Once installed, all sideboards and extensions must remain in place throughout the operation, or the vehicle must be remeasured and remarked. All extensions to the bed are subject to acceptance or rejection by the County. The Contractor shall conform to the F.S. 316.520 which covers the tarping of loads. Damaged extensions are subject to immediate disqualification by authorized County personnel.

8. Traffic Control

The Contractor shall mitigate the impact of their operations on local traffic to the fullest extent practicable. The Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including each TDSRS. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all Federal, State, and local laws, regulations, and ordinances governing personnel, equipment, and workplace.

9. Recycled Materials Documentation

The Contractor shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, the location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. Contractor shall provide the value of the salvaged or recycled material back to the County as a reimbursement or credit so that the County can provide the reimbursement or credit back to FEMA, as required by FEMA. Value of the material will be defined as the value of the material as paid to the Contractor by the entity accepting the material for salvage or recycling.

10. Emergency Operations Center (EOC)

The Contractor shall be required to provide current/up-to-date field condition information to the County's EOC.

11. Contractor Required Submittals and Tasks with Timeframes from Contract NTP if Pre-Event Awarded Contract

Contractor site visit of County TDSRS	30 Days
Aerial Markups of TDSRS with Site Layouts	60 Days
Load Tickets with Use Procedure	30 Days
Contractor's Load Ticket Accounting Software	30 Days
Contractor Debris Separation Requirements/Procedures	30 Days

12. Pricing

Pricing within resulting contract may be used by any of the public agencies located within Polk County

Tipping fees should not be included as part of the unit price. Traditionally, tipping fees are separated from the operating fees and charged to the municipality at cost.

AGREEMENT

The term of this agreement will be for five (5) years. The Actual term will be negotiated as part of Elevation Level 4, Contract Negotiations.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

Tab 1, Introduction:

- Introduction letter describing your firm, experience, number of years in business, contact name, company address, phone number and email address of contact person. (One page, single or double sided)
- Attachment A – Understanding terms, conditions, and pricing may be used by any public agencies located within Polk County.

Tab 2, Financial Reports (Not Part of Scoring Criteria)

Provide the following information.

1. Financial Statements
    a. Audited financial statements for the last five years
    b. Audited financial statements of the applicant's parent company, if applicable, for the past five years.

c. Audited financial statements of any and all co-applicants partners for the past five years.
d. Interim quarterly financial statements to date subsequent to the last financial audit.
e. Securities and Exchange Commission (SEC) Reports (if publicly held corporation)
    - The most current 10K report
    - The most current 10Q report
f. Companies not publicly held corporations
    - Annual financial report
    - Quarterly financial report

2. Ratios
    a. Income statement and balance sheet ratios which are standard to the bidders industries
3. Corporate Structure
    a. Description of ownership/legal structure of applicant
    b. Description of ownership/legal structure of co-applicants partners/etc.
    c. Description of ownership/legal structure of parent corporation, if any
    d. Organization chart of applicant as it relates to parent corporation, holding company, co-applicants, subsidiary corporations and/or affiliated companies
4. Credit:
    a. List of all lines of credit
    b. Status of all lines of credit
5. Cash Flow Projections
    a. Provide detailed projections and assumptions of cash flows showing project revenues, operating and capital expenditures through the life of the contract of the corporation providing the goods/services to Polk County
6. Litigation:
    a. List of litigation, past, pending and threatened to applicant and relevant associated corporate entities
    b. Actual and/or potential financial impact

c. Indicate whether applicant has ever filed bankruptcy and describe the circumstances.

7. Debt Information:
    a. Covenant tests required in conjunction with existing loan agreement/s
    b. Certification from the company's chief financial officer that, as of the date of such certification, no events of default have occurred or are continuing under the terms of the company's outstanding debt
8. Other:
    a. The period of performance is for a five year term. The successful bidder understands and agrees to provide to the County the above listed documents, statements and reports on an annual basis. These documents, statements and report shall be provided within 90 days following the end of the bidder's fiscal year. The County reserves the right to request interim quarterly financial reports.

9. Details/exceptions pertaining to the above:

    a. Financial Statements:
        - The audited financial statements should be performed by a reputable firm of independent certified public accountants.
        - In situations where audited financial statements are precluded, the applicant must provide:
        - Unaudited financial statements for the last 5 years
        - Federal Tax returns for the last 5 years
        - Unaudited interim quarterly financial statements subsequent to the last fiscal year's unaudited statements
        - For situations where the applicant corporate entity and/or related parent company, co-applicant, etc. is less than 5 years old, provide the 1.a, b, c for all years of existence.
        - Will be evaluated for profitability in three of the applicant's last five years and demonstration of positive trend for the future.

b. SEC Reports
    - Not applicable for applicants that are not public corporations

c. Ratios:
    - Applies to all applicants. Industry standard ratios, where available, will be the basis for comparison. In situations where industry standard ratios are not available, the County will use appropriate ratios applicable to the vendor's financial strength relative to the type of work to be performed for the County.

d. Corporate Structure:
    - Applies to all applicants, from sole proprietorship to subchapter S corporations to public corporations.

e. Credit:
    - Applies to all applicants

f. Cash Flow Projections:
    - Applies to all applicants

g. Litigation:
    - Applies to all applicants

h. Debt Information
    - Applies to all applicants

Respondents are required to submit the company's past five years of audited financial statements to demonstrate their current financial condition and stability. The audited financial reports shall be submitted in a **separate envelope** and must be marked in the left hand corner on the outside of the envelope as follows:

Financial Statements
Disaster Debris Removal Services
RFP No. 26-011
Opening Date: Wednesday, December 31, 2025
Name & Address of Respondent:

Telephone Number of Respondent:

Pursuant to Chapter 119.071(1)(c) Florida Statutes, FS, financial information will be exempt from examination by anyone other than legally authorized Selection Committee members and government staff. The County will maintain the confidentiality of such financial data to the extent allowed by law.

A condition of any contract entered into between the County and an awarded Contractor will be that the Contractor shall provide on an annual basis copies of the Contractor's audited financial statements to demonstrate the Contractor's financial stability. Failure to provide such audited financial statements on an annual basis may result in the contract being terminated.

Letter from Contractor's bonding company listing the contractor's bonding limits. Include letter in envelope with financial statements.

It will be at the sole discretion of the County whether any information disclosed pursuant to this Tab 2, or otherwise discovered during the RFP process, may result in the non-selection of the Proposer, regardless of their scoring.

Tab 3, Compensation Schedule (5 Points)

The Respondent shall complete the compensation schedule included as Attachment B. The Contractor is to include all costs that the Contractor may anticipate incurring during the performance of the disaster recovery work as outlined on Attachment B. For items not listed, the County will only pay the FEMA rates.

The hourly rates for labor may be increased by the Procurement Director after the contract has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director or Designee. No Board action will be necessary for labor rate increases.

Proposers shall declare that, to the best of their knowledge and experience with Federal and State reimbursement procedures and requirements, that all proposed costs and payment methods are reasonable and customary for the service listed.

Tab 4, Experience (30 Points)

- Describe the firm's experience with providing similar size and scope of work as outlined in this RFP. (One page, single or double sided)
- Provide a minimum of three (3) and a maximum of five (5) projects performed within the past five (5) years for which your firm performed debris removal services. At least two (2) of the projects shall be from a disaster recovery project performed for a public or governmental agency. At least three (3) of the projects shall be for disaster recovery project performed as the lead Contractor. At least two (2) of the projects shall be for projects in excess of 250,000 cubic yards. **(Limit response to two (2) page per project)**
    - For each project please provide:
        a. Name of disaster and location of the project;
        b. Size and cost of the project;
        c. Project representative name, address, phone number, and email address;
        d. Date project was completed or is anticipated to be completed; compare to the original date.
        e. Identify the key staff and their role in each project;
        f. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.

g. A brief description of the project and what role your firm played in the project.
h. Identify if multiple temporary debris processing sites were established where collected debris was sorted, screened for sand, recycled, ground, mulched, burned, or otherwise segregated for transport and disposal.
i. Identify your firm's expertise and experience in assessing, removing, and disposing of specialty debris including hazardous materials, hazardous wastes, biohazardous wastes, dead animals, and hazardous stumps.
j. Identify your firm's expertise and experience in demolition of structures, and debris removal from private property (Right-of-Entry Programs) and publicly owned property (other than Rights-of-Way).

Tab 5, Resources and Availability (30 Points)

- Provide your firm's organizational structure.
- Provide a resume for the project manager and all key personnel that will be involved in providing the services as outlined in the scope of work. (1 page single or double sided for each resume)
- Demonstrate each key staff's availability to respond to the needs of the project (Two (2) pages maximum for all key staff members)
- Identify subcontractors or joint ventures to be used, if any. For each subcontractor or joint venture identified please provide:
    - A brief description of their experience outlining their qualifications to perform the intended services
    - A brief resume for each key personnel that will be assigned to perform the intended services.
- Identify types and quantities of recovery equipment. The Contractor must clearly identify if equipment is owned by the Contractor or if the equipment is available from other sources.

- The County expects personnel, Subcontractors and equipment identified in the proposal response to be available for work to complete services identified under

this solicitation. The County further expects that the identified equipment will be sufficiently maintained so as to be available to operate in a safe and reliable manner. The Contractor must provide an estimate of the current workload and future commitments to other emergency response contracts both in man-hours per year and as a percentage of total workload for all key project personnel. The Contractor must provide reasonable assurance that the identified personnel will be available to work on future projects. The Contractor must provide reasonable assurance that all equipment identified for disaster recovery will be available and are not contractually obligated to other projects (e.g. residential collection contracts, solid waste transfer contracts, or other disaster debris removal contracts.) The Contractor shall provide a list of all contractual obligations for similar disaster recovery services and provide reasonable assurance that such contracts will not interfere with or preclude the Contractor from responding to the County with the Contractor's full force of manpower and equipment. The Contractor shall disclosure future contractual obligations throughout the term of the contract and provides reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under this RFP.

- The Contractor must include a mobilization/operation plan that outlines the Contractor's mobilization/operation procedures following a disaster event. Any supplemental plans or operating procedures referenced in proposal must be submitted with your proposal. These additional supporting documents will not count towards the total page count. This outline should include a breakdown of the time required to perform each mobilization task including the time required to mobilize the Contractor's forces, time to establish an on-site emergency response and communication center, time to mobilize recovery equipment, time to establish Temporary Debris Storage and Reduction Sites (TDSRS), and the time required to mobilize Subcontractors. The mobilization/operation plan shall include a breakdown of the manpower and equipment that will be assembled during each phase of the Contractor's response. The response should show how you meet the following minimum standards:

- Following a notice to mobilize, the ability to provide an advance team to the County Emergency Operations Center prior to hurricane landfall;
- Ability to marshal/stage personnel and equipment for rapid deployment into the County while protecting those assets from damage/destruction from the event;
- Ability to be fully operational for clearing debris to open emergency routes within 24 hours of initial notice to proceed;
- Ability to be fully operational for hauling, sorting, and storing of debris within 48 hours of initial notice to proceed;
- Ability to be fully operational for the reduction and disposal of debris within 72 hours of initial notice to proceed;
- Ability to maintain full operational capability, 12 hours per day, 7 days per week for an extended period;
- Ability to rapidly adjust the flow of resources based on the extent and magnitude of damage/debris.

Additionally, the Contractor's response should show how you meet the following minimum standards:

- Ability to clear all debris from all County maintained street, road and highway within 45 days from initial notice to proceed;
- Ability to remove (haul) all debris from all county maintained street, road and highway rights of way within 90 days from initial notice to proceed;
- Ability to complete the entire debris management process from initial clearance through final disposal within 180 days from initial notice to proceed.
- Due to the nature of the emergency and circumstances that may inhibit compliance with the times specified above, a reasonable adjustment to the completion dates may be made by mutual agreement between the Contractor and the County.

- Fiscal capability to maintain operations for 60 days following the initial notice to proceed.

The operation plan for the TDSRS shall describe the operations expected – materials handling, reduction, storage, recycling operations, equipment maintenance, etc. The Contractor shall include provisions for air curtain burning.

A description of the on-site emergency response and communication center must be provided including the type of communication employed by the Contractor and the Contractor's ability to interface with the County's emergency response equipment.

A comprehensive equipment list and man-hour listing must be included in this section.

Tab 6, Project Management (30 Points)

The Contractor should describe the organizational structure, Contractor assigned liaison officer, plans to meet with the County at the location and times specified, and "chain of command" of the Contractor's response team and the project management methods that are most appropriate to perform the contract services outlined in Section V. The discussion should include: methods for communicating with team members and County staff, protocols for team work assignments, data management and project tracking methodologies and capabilities, schedule controls, and any other appropriate management considerations. The Contractor should also discuss the Contractor's staffing and ability to supervise multiple clean-up crews and subcontractors. This discussion should include the Contractor's project management methods that ensure the quality of the work being performed by the Contractor's crews and subcontractors.

Contractor shall provide a comprehensive description of their proposed quality control plan. The description shall include, as a minimum, the Contractor's quality control organization and its authority, the Contractor's overview of the tasks to be inspected, reports and methods of inspections

Tab 7, Surveys of Past Performance (5 Points)

- Provide reference surveys from past clients for the projects identified under Tab 4.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
    - Average Score between 9-10 (10 Points)
    - Average Score between 7-8 (8 Points)
    - Average Score between 5-6 (6 Points)
    - Average Score between 3-4 (4 Points)
    - Average Score between 1-2 (2 Points)
    - Average Score of 0 (0 Points)

EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment)

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Compensation Schedule (Tab 3)-5 Points
- Surveys of Past Performance (Tab 7)-5 Points

  Subtotal Points-10 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience (Tap 4)-30 points
- Resources and Availability (Tab 5)-30 points
- Project Management (Tab 6)-30 points

  Subtotal Points-90 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting

documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard. The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the “Experience and Expertise” criterion (which shall be worth 25 points for the purpose of this example) as “Very Good” (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member’s total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member’s total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds $100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed $100,000 in total.

Elevation Level 3 (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds $100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed $100,000 in total.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the User division, with the assistance of the Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners or County Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners or County Manager, as applicable, shall make the final decision whether the County shall enter into an Agreement with a Proposer.

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds $100,000. The County Manager may execute contracts that do not exceed $100,000 in total.

GENERAL CONDITIONS

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

COMMUNICATIONS

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's deductible per line of coverage shall not exceed $25,000 without the permission of the County. Policies that include Self Insured Retention will not be accepted. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Workers' Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida Yes

Employer's Liability	$1,000,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. $4,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. $2,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Pollution Liability Insurance. $1,000,000 including pollution due to automobile operations.

INDEMNIFICATION

Contractor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Contractor to comply with applicable laws, rules or regulations, (ii) the breach by Contractor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Contractor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates,

subcontractors, agents, and employees; provided, however, that Contractor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

The 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.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects Contractors that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, Contractor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, Contractor or corporation to refrain from

submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at https://www.polk-county.net/business/procurement/. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

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

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough

County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

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

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

INVOICING AND PAYMENT: The successful proposer shall submit a properly certified invoice to the County at the contract prices**. An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the proposer's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable

exempting law. Proposers should provide a redacted copy of proposal with submittal, or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at https://www.polk-county.net/business/procurement/protest-procedures/.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the

Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful Contractor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

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

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

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

LIMITATIONS

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

ATTORNEY'S FEES AND COSTS: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

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

PUBLIC RECORD LAWS

(a)The 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

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

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

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

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

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

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

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

SUPPLEMENTAL CONDITIONS

Breach During Emergency Recovery Period. Pursuant to §252.505, Fla. Stat, in the event this Agreement concerns goods or services related to a natural emergency, Vendor agrees that if Vendor breaches this Agreement during the Emergency Recovery Period, then the County shall be entitled to (a) a payment of $5000, and (b) recovery of damages, which may take the form of actual and consequential damages or liquidated damages. The term “Emergency Recovery Period” means a one-year period that begins on the date the Governor of Florida initially declared a state of emergency for a natural emergency. This provision shall survive the termination of this Agreement.

FEDERAL CLAUSES

The County may seek funding reimbursement for all or a portion of the services provided under this Agreement from FEMA Public Assistance. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this bid, any resulting award with the prime Vendor, and any resulting contracts between the prime Vendor and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

Equal Employment Opportunity. (Only applicable to construction bids)

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available

to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. Neither the Contractor, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in

excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

Federal Water Pollution Control Act

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

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

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

Debarment and Suspension. (Exhibit "A")

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

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

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

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (attached hereto as Exhibit "B"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Procurement of Recovered Materials.

(1) In the performance of this Contract/Purchase Order, the Contractor shall to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. Additionally, Contractors shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

Domestic Preference

In accordance with 2 CFR §200.322, to the greatest extent practicable and consistent with law under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Affirmative Action.

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are used when possible. The Contractor shall also take such affirmative steps in the selection of its subcontractors, laborers and materialmen. Affirmative steps include:

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

(2) Assuring that small and minority businesses, women's business enterprises, and veteran-owned businesses are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses,

women's business enterprises, and veteran-owned businesses;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises, and veteran-owned businesses; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Access to Records. The following access to records requirements apply to this Purchase Order:

(1) The Contractor agrees to provide the Florida Department of Economic Opportunity, Polk County, the US Department of Housing and Urban Development Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the US Department of Housing and Urban Development Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Purchase Order."

DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that US Department of Housing and Urban Development financial assistance will be used to fund the Purchase Order only. The Contractor will comply will all applicable federal law, regulations, executive orders, US Department of Housing and Urban Development policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Purchase Order.

Default and Remedy

Process. If the Contractor materially defaults in the timely performance of any Contract obligation, or if the Contractor is otherwise in material default of the Contract, including, without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call in any bonds or other form of security, and engage other Contractors or providers at the

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

Certain Material Defaults.

Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR §200.216 and Appendix II to Part 200, subsection (K), no funding or services provided pursuant to or in connection with this Contract, shall in any way be used to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- □ Sole Proprietorship
- □ Partnership
- □ Non-Profit
- □ Sub Chapter
- □ Joint Venture
- □ Corporation
- □ LLC
- □ LLP
- □ Publicly Traded
- □ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor Signature: _____

Date: _____

EXHIBIT 1
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Contractor submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Contractor. The Contractor is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Contractor has identified under Tab 4. Surveys should correlate to all projects identified under Tab 4.

If more surveys are included, Procurement will only use those identified under Tab 4.

1. The Contractor shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Debris Removal Services for Hillsborough County 2024), Etc.
COST OF SERVICES	Cost of services ($3,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2024)

2. The Contractor is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Contractor is responsible for sending out a performance survey to the clients that have been identified under Tab 4. The survey can be found on the next page.
2. The Contractor should enter the past clients' contact information, and project information on each survey form for each reference. The Contractor should also enter their name as the Contractor being surveyed.
3. The Contractor is responsible for ensuring all references/surveys are included in their submittal under Tab 7
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 26-011, Disaster Debris Removal Services

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Contractor)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Ability to communicate with Debris Monitoring Contractor	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Close out process	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 26-001, Disaster Debris Removal Services

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: _____

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 "A"

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

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

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

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

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

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

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

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

EXHIBIT "B"

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official_____

Date _____

Authorized Signature: ATTACHMENT A

I understand that the terms, conditions and pricing within this contract may be used by any of the public agencies located within Polk County.

Signature

Printed Name

Title

Company Name

Phone Number

Address

City, State, Zip

Attachment B

PROPOSAL PRICE SHEETS
DISASTER DEBRIS REMOVAL SERVICES

THE FOLLOWING ARE SUBMITTED BY THE BIDDER FOR THE PURPOSE OF:

A. ARRIVING AT AN ESTIMATED TOTAL BID PRICE

B. ESTABLISHING PRICE FACTORS TO BE UTILIZED IN ADJUSTING THE ESTIMATED TOTAL PRICE RESULTING FROM MODIFICATION(S) ISSUED OR ANNUAL RENEWALS.

CLARIFICATION OF PAY ITEMS:

A. Disposal costs at final site as designated by the County shall be the responsibility of the County.

B. Mileage noted in the Price Sheet shall be based on a one-way haul distance.

C. Line Item 2: Work consists of the demolition, collection, transportation, and disposal of eligible C&D debris to an approved TDSRS or hazardous waste final site. Demolition of structures and debris removal shall be calculated at a cubic yard or tonnage rate.

D. Line Item 6: The Contractor shall invoice the County for hazardous stump removal, backfilling, and hauling to the TDSRS utilizing the categories noted.

Attachment B

Column I Item No.	Column II Description	Column III UoM	Column IV Unit Price	Column V UoM	Column VI Unit Price
	Level 1: 0 - 50,000 CY of Debris				
	Gathering, pick-up, and hauling debris to TDSRS				
	A. 0 - 20 miles	CY		TN	
1	B. Over 20 miles	CY		TN	
	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site				
	A. 0 - 20 miles	CY		TN	
2	B. Over 20 miles	CY		TN	
	Site management and processing of debris at TDSRS				
	A. Grinding	CY		TN	
3	B. Burning	CY		TN	
	Removal of eligible leaning trees and eligible hanging limbs				
	A. 2" - 12.99" diameter tree	EA		TN	
	B. 13" - 24.99" diameter tree	EA		TN	
	C. 25" - 36.99 diameter tree	EA		TN	
	D. 37" - 48.99" diameter tree	EA		TN	
	E. 49" and greater diameter tree	EA		TN	
4	F. Removal of all hanging limbs per tree	EA		TN	
	Loading and hauling processed debris from TDSRS to final disposal site				
	A. 0 - 40 miles	CY		TN	
5	B. Over 40 miles	CY		TN	
	Hazardous stumps				
	A. 24.01" - 36.99" diameter	EA			
	B. 37" - 48.99" diameter	EA			
6	C. 49" and greater diameter	EA			
7	Dead animal collection, transportation, and disposal	LB			
8	Removal, transport, and disposal of eligible household hazardous waste	LB			
9	Removal, transport, and disposal of disaster generated hazardous waste	LB			
	Level 2: 50,000 - 200,000 CY of Debris				
	Gathering, pick-up, and hauling debris to TDSRS				
	A. 0 - 20 miles	CY		TN	
1	B. Over 20 miles	CY		TN	
	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site				
	A. 0 - 20 miles	CY		TN	
2	B. Over 20 miles	CY		TN	

	Site management and processing of debris at TDSRS				
	A. Grinding	CY		TN	
3	B. Burning	CY		TN	
	Removal of eligible leaning trees and eligible hanging limbs				
	A. 2" - 12.99" diameter tree	EA		TN	
	B. 13" - 24.99" diameter tree	EA		TN	
	C. 25" - 36.99 diameter tree	EA		TN	
	D. 37" - 48.99" diameter tree	EA		TN	
	E. 49" and greater diameter tree	EA		TN	
4	F. Removal of all hanging limbs per tree	EA		TN	
	Loading and hauling processed debris from TDSRS to final disposal site				
	A. 0 - 40 miles	CY		TN	
5	B. Over 40 miles	CY		TN	
	Hazardous stumps				
	A. 24.01" - 36.99" diameter	EA			
	B. 37" - 48.99" diameter	EA			
6	C. 49" and greater diameter	EA			
7	Dead animal collection, transportation, and disposal	LB			
8	Removal, transport, and disposal of eligible household hazardous waste	LB			
9	Removal, transport, and disposal of disaster generated hazardous waste	LB			
	Level 3: Greater than 200,000 CY of Debris				
	Gathering, pick-up, and hauling debris to TDSRS				
	A. 0 - 20 miles	CY		TN	
1	B. Over 20 miles	CY		TN	
	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site				
	A. 0 - 20 miles	CY		TN	
2	B. Over 20 miles	CY		TN	
	Site management and processing of debris at TDSRS				
	A. Grinding	CY		TN	
3	B. Burning	CY		TN	
	Removal of eligible leaning trees and eligible hanging limbs				
	A. 2" - 12.99" diameter tree	EA		TN	
	B. 13" - 24.99" diameter tree	EA		TN	
	C. 25" - 36.99 diameter tree	EA		TN	
	D. 37" - 48.99" diameter tree	EA		TN	
	E. 49" and greater diameter tree	EA		TN	
4	F. Removal of all hanging limbs per tree	EA		TN	
5	Loading and hauling processed debris from TDSRS to final disposal site				

	A. 0 - 40 miles	CY		TN	
	B. Over 40 miles	CY		TN	
	Hazardous stumps				
	A. 24.01" - 36.99" diameter	EA			
	B. 37" - 48.99" diameter	EA			
6	C. 49" and greater diameter	EA			
7	Dead animal collection, transportation, and disposal	LB			
8	Removal, transport, and disposal of eligible household hazardous waste	LB			
9	Removal, transport, and disposal of disaster generated hazardous waste	LB			

EQUIPMENT TYPE WITH OPERATOR	HOURLY RATE
Air Curtain Burner, Self-Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck with Impact Attenuator	
Dozer, Tracked, D3 or Equivalent	
Dozer, Tracked, D4 or Equivalent	
Dozer, Tracked D5 or Equivalent	
Dozer, Tracked D8 or Equivalent	
Dump Truck, 16 +/- CY	
Dump Truck, 20 +/- CY	
Dump Truck, 38 +/- CY	
Generator, 5.5 kW, List kW Capacity	
Generator, 200 kW, List kW Capacity	
Generator, 2,500kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader with 12' Blade	
Hydraulic Excavator, 1.5CY	
Hydraulic Excavator, 2.5CY	
Knuckleboom Loader	
Lowboy Trailer with Tractor	
Mobile Crane up to 15 Ton	
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	

Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, 1 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	**Hourly Rate**
Tub Grinder, 800-1,000 HP	
Truck, Flatbed	
Articulated, Telescoping Scissor Lift for Tower, 15 HP/ 37 FT Lift	
Water Truck, 2,500 Gallon (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 3.0 CY, 152 HP	
Wheel Loader, 4.0 CY, 200 HP	
Wheel Loader-Backhoe, 1.5 CY, 95 HP	
Other - Please List	

LABOR CATEGORY	**HOURLY RATE**
Operations Manager with Cell Phone and .5 Ton Pickup or larger	
Crew Foreman with Cell Phone and 1 Ton Equipment Truck or larger with Small Tools and Miscellaneous Supplies in Support of Crew	
Tree Climber/Chainsaw and Gear	
Laborer with Chain Saw	
Laborer with Small Tools, Traffic Control, or Flag person	
Bonded and Certified Security Personnel	
Other - Please List	

***For items not listed, the County will only pay FEMA approved rates**

**Hourly rates cannot exceed FEMA approved rates

Attachment "C"

DAP9523.11

FEMA
DISASTER ASSISTANCE POLICY

I. TITLE: Hazardous Stump Extraction and Removal Eligibility

II. DATE: MAY 15 2007

III. PURPOSE:

Establish criteria used to reimburse applicants for removing eligible hazardous stumps from public or, where authorized, private property.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters and emergencies declared on or after the date of publication. It is intended for all personnel involved in the administration and execution of the Public Assistance Program, including applicants.

V. AUTHORITY:

Sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5206, as amended.

VI. BACKGROUND:

Public Assistance regulations authorize reimbursement for the removal of debris from public and private land when it is in the public interest. Such removal is in the public interest when it is necessary to: eliminate immediate threats to life, public health and safety, or eliminate immediate threats of significant damage to improved public or private property; or to ensure economic recovery of the affected community to the benefit of the community at large. Trees that are uprooted during a disaster event such that all or part of their roots are exposed may pose an immediate threat to public health and safety.

VII. POLICY:

A. When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety, FEMA may provide supplemental assistance to remove, transport, dispose, and provide fill for the root cavity of an eligible uprooted tree or stump. The Federal Emergency Management Agency (FEMA) will reimburse applicants reasonable costs for this type of work only when uprooted stumps are more than 24 inches in diameter (measured two feet from the ground), with the consensus of the Applicant and the State, and is approved in

advance by FEMA, using the attached Hazardous Stump Worksheet.

1. If it is necessary to remove an uprooted stump before it can be inspected by FEMA because it poses a threat that must be dealt with immediately, the applicant must submit documentation, to FEMA including photographs, that establishes its location on public property, specifics on the threat, stump diameter measured two feet up the trunk from the ground, quantity of material to fill the hole, and any special circumstances.

2. FEMA will reimburse applicants for extraction, transport and disposal of stumps with a diameter of 24 inches or smaller at the unit cost rate for regular vegetative debris, using the attached Stump Conversion Table, as such stumps do not require special equipment.

3. FEMA will reimburse applicants at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, placed on the rights-of-way by others (i.e., contractors did not extract them from public property or property of eligible Private Non Profit organization). In such instances, applicants do not incur additional cost to remove these stumps because the same equipment that is used to pick up "regular" debris can be used to pick-up these stumps.

4. If an applicant incurs additional costs in picking up large stumps (over 24 inches in diameter) from rights-of-way, it should complete the Hazardous Stump Worksheet and present documentation to FEMA in advance for consideration.

5. Stumps with less than 50% of their root ball exposed should be cut flush at ground level and the cut portion included with regular vegetative debris.

6. Straightening or bracing of trees is eligible for reimbursement if it is less costly than removal and disposal. Applicant must provide a cost analysis showing cost effectiveness.

VIII. ORIGINATING OFFICE: Disaster Assistance Directorate (Public Assistance Division)

IX. SUPERSESSION: This policy supersedes Recovery Policy Number 9523.11, Hazard Stump Removal and Extraction Eligibility dated May 6, 2006.

X. REVIEW DATE: Three years from the date of publication.

David Garratt
Acting Assistant Administrator
Disaster Assistance Directorate

Hazardous Stump Worksheet

Applicant: _____ Date: _____

Applicant Representative: _____ Signature: _____

FEMA Representative (if available) _____ Signature: _____

State Representative (if available):_____ Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)		Tree Size (Diameter)	Eligible		Fill For Debris Stumps	Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)		Yes	No	CY	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31”

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

Attachment D

EVENT PERFORMANCE BOND

PERFORMANCE BOND

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

THE CONDITION OF THIS BOND is that if the Principal:

Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated _____, 20__ (the "Purchase Order") between Principal and Obligee for performance of debris removal at any County location arising from damage caused by a disaster event, at the times and in the manner prescribed in the Purchase Order; and

Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Purchase Order; and

Performs the guarantee of all work and materials furnished under the Purchase Order for the time specified therein; and

Satisfies all claims and demands incurred under the Purchase Order, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

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

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

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

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

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

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

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

ATTEST:

PRINCIPAL: _____

BY: _____ (Authorized Signature (Principal)

Printed Name: _____

Title of Person Signing Above: _____

Witness: _____

Witness: _____

ATTEST:

SURETY: _____

Attorney in Fact

Printed Name: _____

Business Address: _____

Witness: _____

Witness: _____

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

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

Attachment "E"

Date:
Company Name:
Address:
Project Manager:
RE: Conditional Notice to Proceed for Disaster Debris Removal Services Agreement

This letter serves as Roads and Drainage's Conditional Notice to Proceed (CNTP) to begin the mobilization process to commence work relative to the above referenced Agreement. This NTP is limited to the scope of work for storm _____ in accordance with the Agreement and further detailed below:

Please attach a list of services and estimated cost here.

A performance bond in the amount of $1,000,000 meeting the contract requirements should be emailed to Ken Brush, Procurement Contracts Manager (kenbrush@polk-county.net) before the work starts. The original performance bond should be delivered within seven (7) business days from the date above to Polk County Procurement, 330 West Church Street, Room 150, Bartow, Florida 33830, Attn: Ken Brush (863)534-6727. Please attach a copy to this Notice.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below.

Cordially,

Roads and Drainage _____
(Authorized signature, tile, and date)
I acknowledge receipt of this Notice on:_____(date)

Name of the Authorized Company Representative: _____

Authorized Signature: _____
_____

Draft Agreement
DISASTER DEBRIS REMOVAL SERVICES AGREEMENT

THIS DISASTER DEBRIS REMOVAL SERVICES AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida, 33830, and _____ (the "Contractor"), a _____ corporation, at _____, and whose Federal Employer Identification Number is _____ _____.

WHEREAS, the Contractor has considerable expertise in disaster debris removal services; and

WHEREAS, the County desires to employ the Contractor to provide disaster debris removal services to Polk County; and

WHEREAS, the County has solicited for these Contractor services via an advertised request for proposal ("RFP 26-011") and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the County intends to engage the Contractor to provide it the disaster debris removal services; and

WHEREAS, the Contractor is able and agreeable to providing the County the Contractor services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

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

1.0 **Effective Date; Term**

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

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Contractor Services**

2.1 The County does hereby retain the Contractor to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request for Proposals RFP #26-011, to include all attachments and addenda, (ii) the Contractor's responsive proposal,

and (iii) Scope of Services thereto (collectively, (i), (ii), and (iii) are "RFP 26-011"), all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of this Agreement.

3.0 **Compensation**

3.1 General

3.1.1 In consideration for its providing the Services, during the Agreement Term the County shall pay the Contractor a fee that shall not exceed the amounts stated in Exhibit "B", which is attached hereto and made a part of this Agreement. The Compensation Schedule identifies all billable services pursuant to this Agreement and the associated amount the County will pay the Contractor for Services performed. The County is not obligated to pay the Contractor a fee for any work performed or Services provided not listed on the Compensation Schedule. The rates shown on the Compensation Schedule may be increased annually by written authorization of the Procurement Director following the one-year anniversary of the Effective Date, when it is in the best interest of the County. Rate increases will be determined by the appropriate price index as approved by the Procurement Director. No action by the Board of County Commissioners will be necessary for such rate increases

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

3.1.3 The Contractor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Roads and Drainage Division
3000 Sheffield Road
Winter Haven, Florida 33880

3.1.4 The Contractor will clearly state "Final Invoice" on the Contractor's final/last billing for the Services rendered to the County. The Contractor'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 Contractor hereby waives any charges not properly included on its Final Invoice.

3.1.5 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Contractor's performance of the Service or the County's acceptance of any work.

3.1.6 All Contractor's invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional supporting documents may be requested by the County and, if so requested, shall be furnished by the Contractor to the County Auditor's satisfaction.

3.1.6 By its submission of an invoice, the Contractor's project manager or designated payroll officer shall be deemed to be attesting to the correctness and accuracy of all charges and requested reimbursements stated in such invoice.

3.2 Reimbursable Expenses

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

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the Contractor providing the Services.

4.0 **Contractor's Responsibilities**

4.1 The Contractor shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

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

5.0 **Ownership of Documents**

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

6.0 **Termination**

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

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

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

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

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

7.0 **No Contingent Fees**

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

8.0 **Assignment**

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

9.0 **Professional Associates and Subcontractors**

If the Contractor requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Contractor must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or

subcontractor may perform any work for the County. If after obtaining the County's approval the Contractor utilizes any professional associates or subcontractors in the delivery of the Services then the Contractor shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Contractor shall not relieve the Contractor of its obligations to the County under this Agreement.

10.0 **Indemnification of County**

Contractor, 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 Contractor to comply with applicable laws, rules or regulations, (ii) the breach by Contractor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Contractor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates, subcontractors, agents, and employees provided, however, that Contractor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 **Insurance Requirements**

The Contractor 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 Contractor 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 Contractor'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 Contractor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Contractor suspend Contractor's

performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Contractor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $2,000,000.00 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. $4,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

> Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the 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 Contractor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Pollution Liability Insurance. $1,000,000 including pollution due to automobiles.

Employer's Liability. $1,000,000.

12.0 **Public Entity Crimes**

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

Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

13.0 **Non-Discrimination**

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

14.0 **Designation of Party Representatives**

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

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

15.0 **All Prior Agreements Superseded**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 **Modifications, Amendments or Alterations**

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

17.0 **Independent Contractor**

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Contractor shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment,

lien or any form of indebtedness and the Contractor shall have no right to speak for or bind the County in any manner.

18.0 **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

19.0 **Compliance with Laws and Regulations**

In providing all Services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor.

20.0 **Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 **Notices**

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Roads and Drainage Division
330 West Church Street
Bartow, Florida 33830
Attention: Division Director

For Contractor:

_____

_____

Attention: _____

22.0 Severability

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

23.0 Annual Appropriations

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

24.0 Employment Eligibility Verification (E-VERIFY)

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

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

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

25.0 Contractor Representations

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

25.1.1 Contractor is a _____ company that is duly organized and existing in good standing under the laws of the State of _____ with full right and authority to do business within the State of Florida.

25.1.2 Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Contractor has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Contractor shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Contractor is authorized to do so.

26.0 Default and Remedy

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

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

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

of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

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

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Contractor shall notify the County if any of the Contractor's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Contractor shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Contractor

shall remove without consequence to the County any of the Contractor's contractors, sub-contractors, sub-Contractors, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Contractor's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: _____

Name: _____

Name: _____

Name: _____

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

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

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

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

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

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

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

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

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

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

33. No Construction Against Drafter

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

34. Unauthorized Alien(s)

The Contractor 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 Contractor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

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

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

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

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:

_____
County Attorney's Office Date

ATTEST:

_____
a _____

By: _____

_____
PRINT NAME

_____
TITLE

By: _____

_____
PRINT NAME

_____
TITLE

Date: _____

SEAL

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

Commission Number _____ Commission Expiration Date _____

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 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

December 2, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
RFP # 26-011, Disaster Debris Removal Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, January 14, 2026, prior to 2:00 p.m.

To receive a copy of the prior awarded submittals for RFP 20-298 and minutes please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is ***procurevendor*** and the password is ***solicitation***. After you have logged in to the FTP site, double click on the file folder "**RFP 26-011, Disaster Debris Removal.zip**", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polkfl.gov.

Ken Brush
Ken Brush
Procurement Contracts Manager
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: _____

January 9, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
RFP # 26-011, Disaster Debris Removal Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, January 21, 2026, prior to 2:00 p.m.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: _____
Title: _____
Company: _____

January 16, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3

RFP # 26-011, Disaster Debris Removal Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Proposal Receiving Date Extension and formal notification that administrative responsibility for this solicitation has been reassigned.

From: Ken Brush
To: Tabatha Shirah
New Point of Contact Email: tabathashirah@polkfl.gov

Effective immediately, all communication related to this solicitation must be directed to Tabatha Shirah at the email address listed above.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, February 4, 2026, prior to 2:00 p.m.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

January 30, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 4

RFP # 26-011, Disaster Debris Removal Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions & Answers and Receiving Date Extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 11, 2026, prior to 2:00 p.m.

Addendum 5 forthcoming, question deadline has closed.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP # 26-011, Disaster Debris Removal Services

Addendum # 4

Question 1: If this is a term contract subject to renewal, what is the maximum number of option periods?
Answer 1: The term is 5 years from the effective date of the agreement.

Question 2: Has the current contract gone full term?
Answer 2: The current agreements were set to expire on February 15, 2026, but have been extended and will remain in place until the new agreements are in effect.

Question 3: Have all options to extend the current contract been exercised?
Answer 3: The agreements may extend upon Board approval.

Question 4: Who is the incumbent, and how long has the incumbent been providing the requested services?
Answer 4: The current incumbents are AshBritt, Inc. as the primary, Crowder-Gulf Joint Venture, Inc. as the secondary, and Ceres Environmental Services, Inc. as the tertiary. These agreements have been in place since February 16, 2021.

Question 5: To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?
Answer 5: There are no points associated with the proposer's location or headquarters.

Question 6: What is the required onsite response time?
Answer 6: Immediately after Impact.

Question 7: What is the total size or geographic scope of the service area?
Answer 7: The estimated geographic area 2500 square miles.

Question 8: What is the total mileage of roads within the scope of the service area?
Answer 8: Please see the response to Question 7 above.

Question 9: Are any specific professional credentials required to qualify for the contract?
Answer 9: The vendor must demonstrate significant professional expertise in hurricane response, mitigation, and recovery services including proven experience working in post – storm environments.

Question 10: Will the resulting contract include a guaranteed minimum payment to the vendor?
Answer 10: There is no guaranteed minimum payment. The successful vendor will be paid in accordance with the Price Sheet finalized with agreement.

Question 11: Are there any superseding prior agreements that may impact this contract?
Answer 11: No.

Question 12: When/what was the most recent event that precipitated the activation of the existing or previous contract?
Answer 12: Hurricane Milton 2024.

RFP # 26-011, Disaster Debris Removal Services

Addendum # 4

Question 13: Approximately how many cubic yards of debris were collected from the most recent event?

Answer 13: 1 million (Vegetative & C & D)

Question 14: What estimated or actual dollars were paid to the incumbent(s) after the most recent event?

Answer 14: Estimated $16,200,000.

Question 15: How many times have the incumbent's services been utilized in the previous five years?

Answer 15: Two (2) Hurricane Events

Question 16: Please reconfirm the due date for this procurement by providing it in response to answers to questions. 12.31 is New Year's Eve?

Answer 16: See above, proposal receiving date extension.

Question 17: If there was a previous solicitation for these services, what was its title, number, release date, and due date?

Answer 17: RFP 20-298, Disaster Debris Removal. Released September 3, 2020, and opened October 14, 2020.

Question 18: Why has this bid been released at this time?

Answer 18: The current agreements were set to expire on February 15, 2026, but have been extended and will remain in place until the new agreements are in effect.

Question 19: When is the anticipated award date?

Answer 19: The agreement is anticipated to be executed in April or May 2026.

Question 20: Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?

Answer 20: Please use the pricing sheet provided in the RFP. Negotiations on alternate pricing can be made at level 4 of the elevation.

Question 21: Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable?

Answer 21: Polk County was satisfied with the current vendor.

Question 22: Please provide the names of selection committee members?

Answer 22: John Bohde, Deputy County Manager
Michael Teate, Roads & Drainage
Gloria Reyes, Roads & Drainage
Ricky Norris, Roads & Drainage
Darrell Johnson, Supplier Diversity

RFP # 26-011, Disaster Debris Removal Services

Addendum # 4

Question 23: Please provide the date, time, and location when the evaluation committee meeting will be held to evaluate proposals?

Answer 23: All meetings will be held at Polk County Administration Building located at 330 W Church St, Bartow FL 33830, on the 4th floor. The dates and times are proposed as follows:
1st Meeting – February 16, 2026, at 10:00am (Conference Room 413)
2nd Meeting – March 2, 2026, at 9:00am (Conference Room 413)
3rd Meeting – March 24, 2026, at 9:00am (Conference Room 407)

Question 24: Where will the evaluation committee meeting notice be posted?

Answer 24: Please visit the Procurement website at: https://www.polkfl.gov/business/procurement/.

Question 25: Where will the recommendation for award be posted?

Answer 25: Please visit the Procurement website at: https://www.polkfl.gov/business/procurement/.

Question 26: Will the recommendation for award be emailed to all respondents (awardees and non-awardees)?

Answer 26: Yes.

Question 27: Can the County confirm if the recommendation for award will be presented to the BOCC?

Answer 27: Yes.

Question 28: If the County schedules interviews after the written evaluation has been completed, is the written evaluation score compiled within the interview score to determine final ranking?

Answer 28: No. Please see “Elevation Level 3” in RFP Package, page 32.

Question 29: Page 18-Tab 1. Introduction. Please confirm whether *this is or is not* part of the scoring criteria?

Answer 29: There are no points associated with Tab 1.

Question 30: Page 18 – Tab 2. of the RFP indicates that Financial Reports are not part of the scoring Criteria. Having the Financial Capacity to fund a project for several months without receiving payment, but still paying your subcontractors, is extremely important in this industry. Would the County consider adding Financial Reports as part of the scoring criteria?

Answer 30: No.

Question 31: Page 21 of the Solicitation states that the audited financial reports shall be submitted in a separate envelope and must be marked in the left-hand corner on the outside of the envelope as follows: Can the County confirm that it does not want hard copies for Tab 2 and that electronic submission of these documents is acceptable?

Answer 31: Electronic submissions through the County’s Kiteworks would be acceptable.

Question 32: The County has identified 7 Tabs to be electronically submitted. However, none of those tabs indicate where the required forms should be included. Can the County add Tab 8 for required forms?

Answer 32: The required forms may be added to Tab 1 or in a separate Tab 8.

Question 33: For the Draft Agreement, can the County confirm that no sections of this agreement should be filled out and submitted with our proposal, including pages 91 and 92?

Answer 33: Do not fill in the agreement. The draft agreement is a sample of what the agreement will be with the successful vendors.

Question 34: Does the County want the Affidavit Regarding the Use of Coercion for Labor or Services on page 93 filled out, signed, and submitted with our proposal?

Answer 34: The Affidavit Regarding the Use of Coercion for Labor form does not need to be submitted with the submittal. It will be required at the time the agreement is carried out with a successful vendors.

Question 35: Can the County please confirm if you have pre-identified Final Disposal Locations (FDS)?

Answer 35: Yes, the county has multiple sites throughout the county and receives pre-authorization every year in May or June.

Question 36: When was the last time the County had a contract activation for Debris Removal? How many CYs were removed?

Answer 36: Please see above responses for Question 12 and 13.

Question 37: Has the County determined which landfill(s) can be used? If so, please provide locations?

Answer 37: 10 Environmental Loop S, Winter Haven, FL 33880

Question 38: Will annual contract price increases based on Consumer Price Index (CPI) be allowed?

Answer 38: CPI may be used to determine an annual increase.

Question 39: Can the County provide which contractor held the previous or holds the current contract for the services requested in this solicitation with pricing?

Answer 39: Please see the information provided on the FTP site through Addendum 1.

Question 40: Can the County provide the address for their Emergency Operations Center?

Answer 40: 1890 Jim Keene Blvd, Winter Haven, FL 33880.

RFP # 26-011, Disaster Debris Removal Services

Addendum # 4

Question 41: How often can we invoice?

Answer 41: The monitor will review the invoices from the debris contractor to ensure they are correct and if deemed correct then the invoice will be submitted to Polk County.

Question 42: Does the County have a monitoring firm contracted? If so, which monitoring firm?

Answer 42: Monitoring services are currently being solicited at the same time as this RFP 26-012.

February 5, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #5

RFP 26-011, Disaster Debris Removal

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m.

Respectfully,

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

February 11, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 6

RFP # 26-011, Disaster Debris Removal Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: questions & answers, revisions, revised Attachment B added to FTP Site and selection committee meeting update.

To receive a copy of **"RFP 26-011, Addendum #6, Revised Attachment B,"** please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "**RFP 26-011, Disaster Debris Remova**l", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

Selection Committee Meeting Update:
March 4, 2026 @ 2:30 p.m. – 11:00 a.m. at the Polk County Administration Building in Procurement Conference Room 150 – Procurement will distribute the Proposals and evaluation criteria to the Selection Committee.

March 24, 2026 @ 9:00 a.m. – 11:00 a.m. at the Polk County Administration Building in Conference Room 407 – Selection Committee meeting to score and elevate Proposers. At this meeting the Selection Committee will decide if they would like to interview Proposer(s) or if they would like to recommend to enter into contract negotiations with the highest ranked Proposer.

March 31, 2026 @ 1:00 p.m. - 4:00 p.m. at the Polk County Administration Building in Conference Room 407 – If the Selection Committee decides to interview Proposer(s), the interviews will be held on this date and time.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP # 26-011, Disaster Debris Removal Services

Addendum # 6

Question 1: Page 29 of the Solicitation indicates that hourly rates for labor may be increased by the Procurement Director after the contract has been in place for a minimum of 12 months. Can the County confirm that the unit rates may also be increased?

Answer 1: The hourly rates for labor have been removed, please see the FTP Site for "RFP 26-011, Addendum #6, Revised Attachment B". Yes, the unit rate may be increased by the Procurement Director after the contract has been in place for a minimum of 12 months.

Question 2: Regarding the evaluation of the Pricing, does the County intend on adding up all unit price line items to get a total figure to compare against other proposer's or will there be estimated quantities assigned to calculate a total extended price?

Answer 2: A "Revised Attachment "B", Compensation Schedule" has been provided on the FTP Site. See the revised "Tab 3, Compensation Schedule below.

Question 3: If quantities are going to be assigned, what will they be?

Answer 3: Quantities are not being assigned. Refer to Answer 2 above.

Question 4: Regarding the evaluation of the hourly pricing, how does the County intend on weighing the hourly line items?

Answer 4: Refer to Answer 2 above.

Question 5: Will all fees for both the unit rates and the hourly rates be totaled as one figure to determine the total price for evaluation? (We would like the exact methodology evaluators are required to use to determine which price proposal will receive the Maximum Points)?

Answer 5: The hourly rates have been removed from Attachment "B". Refer to Answer 2 above.

Question 6: Can the County please confirm your pre-authorized TDSR locations?

Answer 6: See Facility List on *next page…*

Facility List:

Facility Name	Facility Location/Address
CITY OF AUBURNDALE DDMS	1645 BERKLEY RD
CITY OF BARTOW CRAZY ACRES DDMS	VAN FLEET DR & US 17 N
POLK CO DDMS - DUNSON ROAD SITE	DUNSON ROAD
FORT MEADE DDMS SITE	PEEPLES ROAD AND HUTCHINS ROAD
FROSTPROOF LF	KEEN RD & CLAY PIT RD
CITY OF LAKE WALES - HUNT BROS ROAD DEBRIS STAGING # 2	581 HUNT BROTHERS ROAD
GLENDALE WWRF DEBRIS STAGING SITE	1825 GLENDALE ST
MT TABOR ROAD DEBRIS STAGING SITE	0 MT TABOR ROAD
POLK COUNTY STRICKLAND AVENUE	5901 STRICKLAND AVE
CARTER PARK DEBRIS STAGING SITE	500 WEST CARTER RAOD
POLK COUNTY MARIGOLD DDMS	9500 MARIGOLD AVE
CARDINAL HILL - POLK CITY DDMS	10439 STEVEN DRIVE
NORTH POLK CENTRAL LF (SITE 201)	7399 DECASTRO ROAD
POLK COUNTY MOTOR POOL ROAD DDMS	2746 MOTOR POOL RD
SIMERS YOUNG DDMS	70 FLORIDA CITRUS BLVD

Revision

RFP Package, Tab 3 – page 22-23

Tab 3, Compensation Schedule (5 Points)
Proposers shall complete the compensation schedule included as Attachment B. For items not listed, the County will only pay the FEMA rates.

The unit pricing may be increased by the Procurement Director, or designee, after the contract has been in place for a minimum of 12 months, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director or Designee. No Board action will be necessary for unit price increases.

The Proposer with the lowest total cost will be allocated 5 points. Each additional Proposers cost point allocation will be calculated based upon their relative cost difference from the lowest Proposer.

Tab 1 – Introduction



Disaster Debris Removal Services

Issued by:
Polk County

Date:
2/18/2026

Solicitation #26-011

Offeror's name, address, telephone, and facsimile numbers:

Looks Great Services of MS, Inc.
1501 Highway 13 North
Columbia, MS 39429
Telephone: 601-736-0037
Fax: 601-736-1924
www.looksgreatservices.com

Extent of Agreement with Terms:
By fact of signature contained herein, Looks Great Services of Mississippi, Inc. agrees to the extent of the agreement with all terms, conditions and provisions included in the solicitation and agrees to furnish any or all items upon which prices are offered at the price set opposite each item. The proposal is in all respects fair and in good faith without collusion or fraud.

Authorized signatures:

Contractor's DUNS Number: 05-769-6240

WBENC WOSB Number: WOSB210490

This proposal includes data that shall not be disclosed outside the County 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 County 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 County's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained on every page of this proposal; and use or disclosure of data contained on this sheet is subject to the restrictions on this, the title page of this proposal.

POLK COUNTY

Persons authorized to negotiate on the offeror's behalf:

Yolanda Agoglia
President
Looks Great Services of MS, inc.

Kristian Agoglia
Vice President
Looks Great Services of MS, inc.

Persons authorized as point of contact:

Sean Hunt
Executive Vice President
Looks Great Services of MS, inc.
Tel: 901-910-8560
Fax: 601-736-1924
seanhunt@looksgreatservices.com

Adam Ham
Regional Sales Director
Looks Great Services of MS, inc.
Tel: 601-303-2227
Fax: 601-736-1924
adamham@looksgreatservices.com



Executive Summary

The occurrence of storm disasters in the United States has increased sharply in recent years. With the prediction of larger and more destructive storms in the near future, Looks Great Services of MS, Inc. has developed quick response teams and a fleet of more than 350 pieces of specialized debris management equipment. Because of our experience in providing equipment and leadership in such emergencies, we are now a part of aiding agencies in the pre-disaster planning process.

In 1999 Looks Great Services, Inc. was founded in New York. The company has recruited, developed, and trained a team of individuals able to respond to client needs in a professional and courteous manner. In spring 2005, Looks Great Services of Charlotte was launched in North Carolina. In addition to the same services offered in New York, Charlotte added the manufacturing of vegetation products, such as mulch and topsoil, and moved into the land clearing/development industry. In spring 2010, Looks Great Services of MS was established opening operations in Columbia, MS and has the designation as a woman-owned small business. The increased demand for companies that provide utility line clearing as well as right-of-way clearing and maintenance in the mid-south region has allowed the company to continue its steady expansion to over 250 full-time employees. In 2024, Looks Great Services opened an office location in Dallas, Texas to further expand field operations. With locations in the Northeast, Mid-Atlantic and the Mid-South regions and 25 years of vegetative management experience, we are strategically positioned to provide vegetation services across the East Coast and beyond.

In addition to the LGS equipment, we have pre-approved contractors which will provide immediate additional labor and equipment. We can quickly expand our services to over 1,000 pieces of equipment to meet the requirements necessary to handle any disaster.

From destructive insects to winter ice damage, LGS is prepared to respond to situations anywhere in the United States. Our storm damage relief team is available to townships, cities, counties, and states. In cooperation with other professional organizations, today, LGS is continually asked to provide leadership, equipment, and personnel to aid in vegetation management.

Services Provided by Looks Great Services

- Pre-Disaster Management and Planning
- FEMA Public Assistance Program Guidance
- 72 Hour Emergency Road Clearance
- Vegetative Debris Removal (ROW & ROE)
- C&D Debris Removal (ROW & ROE)
- TDMS Management & Operation
- Final Debris Disposal
- Hazardous Tree Removal (Leaners)
- Hazardous Tree Trimming (Hangers)
- Stump Removals
- Demolition
- Sand Screening & Beach Restoration
- Canal & Waterway Debris Removal
- Vehicle & Watercraft Removal
- White Goods Disposal
- Household Hazardous Waste (HHW)
- Aerial Video and Imagery Damage Survey (Drone)

Looks Great Services Principals/Authorized Representatives

Yolanda Agoglia, President
1501 Highway 13 North
Columbia, MS 39429

Kristian Agoglia, Vice President
1501 Highway 13 North
Columbia, MS 39429

Company Overview

Synopsis

Year Established: 1999

Current number of employees: 275

Bonding Capacity: $200 Million

Successfully completed disaster projects: 300+



TDSRS

Experienced Management

LGS has more than 275 full-time employees that are managed by several dozen professionals. These professions include degrees in Business and Finance, Occupational Safety, Biology, Emergency and Disaster Management, Construction Management, Land Management, Civil Engineering, Construction Engineering, Marketing, and Accounting. Members of management are also FEMA trained, NIMS trained, and OSHA Safety training. LGS has a wide array of experience in different geographical areas ranging from Maryland to Kansas and Texas to Florida, and even Puerto Rico.

One of the core strengths of LGS' management is its ability to adapt. One occasion was when a client in Mississippi did not have the local resources to operate its own landfill. LGS managed to hire a local subcontractor to provide oversight services and LGS self-performed the landfill operations. This accomplished multiple things that the client was ecstatic over: landfill operations were unimpeded, local minority subcontractor participation was utilized, and LGS brought a more positive economic impact to the client than was anticipated.



Final Haul-Out

LGS also has a strong commitment to safety. LGS has one of the lowest EMR ratings in its industry and prides itself on maintaining an exceptional safety record. LGS management instills a "Brother's Keeper" mentality in its approach to safety.

Rapid Mobilization

With experience comes knowledge, and this has allowed LGS to evolve its deployment process. By streamlining and pre-planning, LGS can mobilize teams and equipment to predetermined staging areas until the storm passes. Post-storm, these teams can quickly begin assessing the damage and working closely with the client to put together a work plan. LGS can provide significant resources, equipment, and staff within 24 hours of a storm passing. For purposes of this RFP, LGS would deploy equipment and resources from its main office in Columbia.



Monitor Tower

Financial Stability

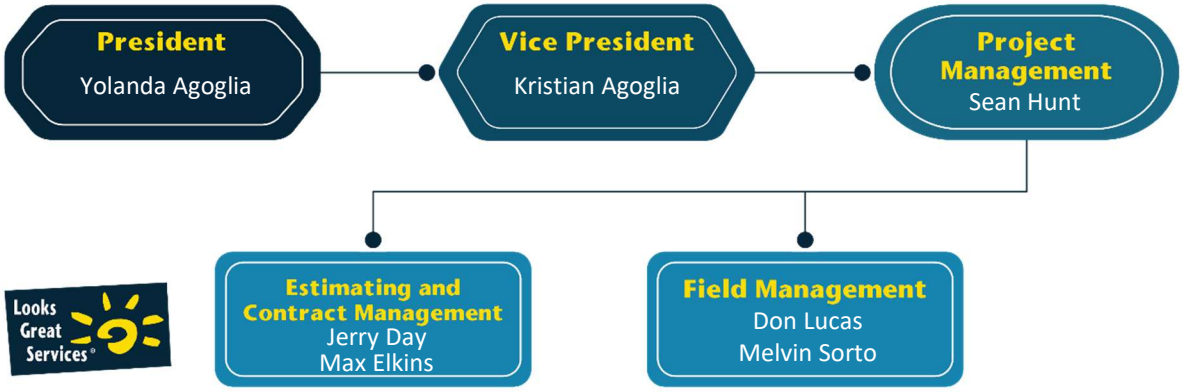
When it comes to finances, resources are not an obstacle for LGS. With a bonding capacity of 200 million dollars, working capital in excess of 20 million dollars, and the ability to cash-flow multiple projects simultaneously, LGS' financial stability is without question solid. LGS also has the rare distinction of having no debt on any equipment or resources.

Company Contacts

Company Information

Looks Great Services of MS, Inc.
Tel: 601-736-0037
Fax: 601-736-1924
bids@looksgreatservices.com

Key Personnel



Personnel Information

Operations Manager

Adam Ham
Project Manager
Tel: 601-303-2227
adamham@looksgreatservices.com

Project Manager

Sean Hunt
Executive VP of Emergency Response
Tel: 901-910-8560
seanhunt@looksgreatservices.com

Additional Personnel

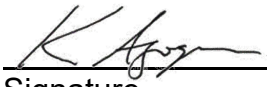
Jerry Day
Commercial Contracts Manager
Tel: 405-727-0017
jerryday@looksgreatservices.com

Wesley Shoup
Operations Manager
Tel: 985-244-0906
wesleyshoup@looksgreatservices.com

Max Elkins
Executive Director of Contracting
Tel: 601-408-9472
maxelkins@looksgreatservices.com

Authorized Signature: ATTACHMENT A

I understand that the terms, conditions and pricing within this contract may be used by any of the public agencies located within Polk County.



Signature

Kristian Agoglia

Printed Name

Vice President

Title

Looks Great Services of MS, Inc.

Company Name

601-736-0037

Phone Number

1501 Highway 13 North

Address

Columbia, MS 39429

City, State, Zip

Proposers Incorporation Information
(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Looks Great Services of MS, Inc.

DBA/Fictitious Name (if applicable): _____

TIN #: 27-4125328

Address: 1501 Highway 13 North

City: Columbia

State: Mississippi

Zip Code: 39429

County: Marion

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Kristian Agoglia

Phone Number: 601-736-0037

Cell Phone Number: 601-736-0037

Email Address: bids@looksgreatservices.com

Type of Organization (select one type)

- □ Sole Proprietorship
- □ Partnership
- □ Non-Profit
- □ Sub Chapter
- □ Joint Venture
- ☑ Corporation
- □ LLC
- □ LLP
- □ Publicly Traded
- □ Employee Owned

State of Incorporation: Mississippi

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): Looks Great Services of MS, Inc. does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: 

Date: 1/29/26

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 26-001, Disaster Debris Removal Services

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Looks Great Services of MS, Inc.

Signature: _____

Title: Vice President

Date: 1/29/26

State of: Mississippi

County of: Lamar

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 29 day of January, 2026, by Kristian Agoglia (*name*) as Vice President (*title of officer*) of Looks Great Services of MS, 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: Paul Pickett

Notary Commission Number and Expiration: May 9, 2028

(AFFIX NOTARY SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 471756 PAUL PICKETT Commission Expires May 9, 2028 LAMAR COUNTY

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: Disaster Debris Removal Services

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 29 day of January, 2026.

ATTEST:

By: Parker Schurb

PRINTED NAME: Parker Schurb

Its: Contract Specialist

CONTRACTOR:

By: K Agoglia

PRINTED NAME: Kristian Agoglia

Its: Vice President

EXHIBIT "A"

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: 

COMPANY NAME: Looks Great Services of MS, Inc.

DATE: 1/29/26

EXHIBIT "B"

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned Looks Great Services of MS, Inc. (Contractor) certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Looks Great Services of MS, Inc. , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official 

Name and Title of Contractor's Authorized Official Kristian Agoglia, Vice President

Date 1/29/26

December 2, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
RFP # 26-011, Disaster Debris Removal Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, January 14, 2026, prior to 2:00 p.m.

To receive a copy of the prior awarded submittals for RFP 20-298 and minutes please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is ***procurevendor*** and the password is ***solicitation***. After you have logged in to the FTP site, double click on the file folder "**RFP 26-011, Disaster Debris Removal.zip**", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polkfl.gov.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature 
Printed Name: Kristian Agoglia
Title: Vice President
Company: Looks Great Services of MS, Inc.

January 9, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
RFP # 26-011, Disaster Debris Removal Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, January 21, 2026, prior to 2:00 p.m.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature 
Printed Name: Kristian Agoglia
Title: Vice President
Company: Looks Great Services of MS, Inc.

January 16, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3

RFP # 26-011, Disaster Debris Removal Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Proposal Receiving Date Extension and formal notification that administrative responsibility for this solicitation has been reassigned.

From: Ken Brush
To: Tabatha Shirah
New Point of Contact Email: tabathashirah@polkfl.gov

Effective immediately, all communication related to this solicitation must be directed to Tabatha Shirah at the email address listed above.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, February 4, 2026, prior to 2:00 p.m.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal.

Signature: _____

Printed Name: Kristian Agoglia

Title: Vice President

Company: Looks Great Services of MS, Inc.

January 30, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 4

RFP # 26-011, Disaster Debris Removal Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions & Answers and Receiving Date Extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 11, 2026, prior to 2:00 p.m.

Addendum 5 forthcoming, question deadline has closed.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal.

Signature: _____

Printed Name: Kristian Agoglia

Title: Vice President

Company: Looks Great Services of MS, Inc.

February 5, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #5

RFP 26-011, Disaster Debris Removal

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m.

Respectfully,

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: Kristian Agoglia

Title: Vice President

Company: Looks Great Services of MS, Inc.

February 11, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 6

RFP # 26-011, Disaster Debris Removal Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: questions & answers, revisions, revised Attachment B added to FTP Site and selection committee meeting update.

To receive a copy of **"RFP 26-011, Addendum #6, Revised Attachment B,"** please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "**RFP 26-011, Disaster Debris Remova**l", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

Selection Committee Meeting Update:
March 4, 2026 @ 2:30 p.m. – 11:00 a.m. at the Polk County Administration Building in Procurement Conference Room 150 – Procurement will distribute the Proposals and evaluation criteria to the Selection Committee.

March 24, 2026 @ 9:00 a.m. – 11:00 a.m. at the Polk County Administration Building in Conference Room 407 – Selection Committee meeting to score and elevate Proposers. At this meeting the Selection Committee will decide if they would like to interview Proposer(s) or if they would like to recommend to enter into contract negotiations with the highest ranked Proposer.

March 31, 2026 @ 1:00 p.m. - 4:00 p.m. at the Polk County Administration Building in Conference Room 407 – If the Selection Committee decides to interview Proposer(s), the interviews will be held on this date and time.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal.

Signature: 

Printed Name: Kristian Agoglia

Title: Vice President

Company: Looks Great Services of MS, Inc.

Tab 3 – Compensation Schedule

Addendum # 6

Revised Attachment "B"

PROPOSAL PRICE SHEETS
DISASTER DEBRIS REMOVAL SERVICES

THE FOLLOWING ARE SUBMITTED BY THE BIDDER FOR THE PURPOSE OF:

A. Arriving at an estimated total price.
B. Establishing price factors to be utilized in adjusting the estimated total price resulting from modification(s) issued or annual renewals.

Clarification of pay items

A. Disposal costs at final site as designated by the County shall be the responsibility of the County.

B. Mileage noted in the Price Sheet shall be based on a one-way haul distance.
C. Line item 2: Work consists of the demolition, collection, transportation, and disposal of eligible C&D debris to an approved TDSRS or hazardouse waste final site. Demolition of structures and debris removal shall be calculated at a cubic yard rate.
D. Line item 6: The Contractor shall invoice the County for hazardous stump removal, backfilling, and hauling to the TDSRS utilizing the categories noted.

Revised Attachment "B"

Item No.	Description	UoM	Unit Price
	Level 1: 0 - 50,000 CY of Debris		
1	Gathering, pick-up, and hauling debris to TDSRS		
	A. 0 - 20 miles	CY	$8.50
	B. Over 20 miles	CY	$10.50
2	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site		
	A. 0 - 20 miles	CY	$22.00
	B. Over 20 miles	CY	$25.00
3	Site management and processing of debris at TDSRS		
	A. Grinding	CY	$4.50
	B. Burning	CY	$2.85
4	Removal of eligible leaning trees and eligible hanging limbs		
	A. 6" - 12.99" diameter tree	EA	$100.00
	B. 13" - 24.99" diameter tree	EA	$200.00
	C. 25" - 36.99 diameter tree	EA	$350.00
	D. 37" - 48.99" diameter tree	EA	$500.00
	E. 49" and greater diameter tree	EA	$650.00
	F. Removal of all hanging limbs per tree	EA	$85.00
5	Loading and hauling processed debris from TDSRS to final disposal site		
	A. 0 - 40 miles	CY	$9.00
	B. Over 40 miles	CY	$11.00
6	Hazardous stumps		
	A. 24.01" - 36.99" diameter	EA	$400.00
	B. 37" - 48.99" diameter	EA	$475.00

	C. 49" and greater diameter	EA	$595.00
7	Dead animal collection, transportation, and disposal	LB	$1.00
8	Removal, transport, and disposal of eligible household hazardous waste	LB	$15.00
9	Removal, transport, and disposal of disaster generated hazardous waste	LB	$15.00
	Level 2: 50,000 - 200,000 CY of Debris		
1	Gathering, pick-up, and hauling debris to TDSRS		
	A. 0 - 20 miles	CY	$8.50
	B. Over 20 miles	CY	$10.50
2	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site		
	A. 0 - 20 miles	CY	$22.00
	B. Over 20 miles	CY	$25.00
3	Site management and processing of debris at TDSRS		
	A. Grinding	CY	$4.50
	B. Burning	CY	$2.85
4	Removal of eligible leaning trees and eligible hanging limbs		
	A. 6" - 12.99" diameter tree	EA	$100.00
	B. 13" - 24.99" diameter tree	EA	$200.00
	C. 25" - 36.99 diameter tree	EA	$350.00
	D. 37" - 48.99" diameter tree	EA	$500.00
	E. 49" and greater diameter tree	EA	$650.00
	F. Removal of all hanging limbs per tree	EA	$85.00
5	Loading and hauling processed debris from TDSRS to final disposal site		
	A. 0 - 40 miles	CY	$9.00
	B. Over 40 miles	CY	$11.00
6	Hazardous stumps		
	A. 24.01" - 36.99" diameter	EA	$400.00
	B. 37" - 48.99" diameter	EA	$475.00
	C. 49" and greater diameter	EA	$595.00
7	Dead animal collection, transportation, and disposal	LB	$1.00
8	Removal, transport, and disposal of eligible household hazardous waste	LB	$15.00
9	Removal, transport, and disposal of disaster generated hazardous waste	LB	$15.00
	Level 3: Greater than 200,000 CY of Debris		
1	Gathering, pick-up, and hauling debris to TDSRS		
	A. 0 - 20 miles	CY	$8.50
	B. Over 20 miles	CY	$10.50

2	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site		
	A. 0 - 20 miles	CY	$22.00
	B. Over 20 miles	CY	$25.00
3	Site management and processing of debris at TDSRS		
	A. Grinding	CY	$4.50
	B. Burning	CY	$2.85
4	Removal of eligible leaning trees and eligible hanging limbs		
	A. 6" - 12.99" diameter tree	EA	$100.00
	B. 13" - 24.99" diameter tree	EA	$200.00
	C. 25" - 36.99 diameter tree	EA	$350.00
	D. 37" - 48.99" diameter tree	EA	$500.00
	E. 49" and greater diameter tree	EA	$650.00
	F. Removal of all hanging limbs per tree	EA	$85.00
5	Loading and hauling processed debris from TDSRS to final disposal site		
	A. 0 - 40 miles	CY	$9.00
	B. Over 40 miles	CY	$11.00
6	Hazardous stumps		
	A. 24.01" - 36.99" diameter	EA	$400.00
	B. 37" - 48.99" diameter	EA	$475.00
	C. 49" and greater diameter	EA	$595.00
7	Dead animal collection, transportation, and disposal	LB	$1.00
8	Removal, transport, and disposal of eligible household hazardous waste	LB	$15.00
9	Removal, transport, and disposal of disaster generated hazardous waste	LB	$15.00
GRAND TOTAL			$10,438.05
Equipment Type with Operator			
	County will reimburse at the FEMA approved rates.		
Labor Category			
	County will reimburse at the FEMA approved rates.		

Tab 4 – Experience

Recently Activated Contracts

Customer Name	Activation Date
City of Waynesboro, Georgia – Hurricane Helene	February 2nd, 2025
Union County, Kentucky – Ice Storm	January 29th, 2025
Virginia Department of Transportation – Hurricane Helene	January 5th, 2025
City of Oviedo, Florida – Hurricane Milton	October 9th, 2024
City of Lake City, Florida – Hurricane Helene	October 9th, 2024
Toombs County, Georgia – Hurricane Helene	September 28th, 2024
Johnson County, Georgia – Hurricane Helene	September 28th, 2024
Brooks County, Georgia – Hurricane Helene	September 28th, 2024
Desoto Parish, Louisiana – Hurricane Beryl	July 25th, 2024
City of Dallas, Texas – Hurricane Beryl	July 19th, 2024
CenterPoint Energy, Houston, Texas – Hurricane Beryl	July 10th, 2024
City of Oyster Creek, Texas – Hurricane Beryl	July 10th, 2024
City of Bentonville, Arkansas – Tornado	June 12th, 2024
Benton County, Arkansas – Tornado	June 12th, 2024
City of Rogers, Arkansas – Tornado	May 28th, 2024
City of Princeton, Kentucky – Tornado	May 28th, 2024
Caldwell County, Kentucky – Tornado	May 28th, 2024
Florida State University, Tallahassee, Florida – Tornado	May 10th, 2024

Recent Simultaneous Contract Experience

- **2024 Florida, Arkansas, & Kentucky Tornadoes:**

On May 10th, Florida State University in Tallahassee, FL, was struck by three EF-2 tornadoes. Just sixteen days later, on May 26th, Rogers, AR, and Bentonville, AR, were both hit by an EF-2 tornado, while Caldwell County, KY, faced the devastation of an EF-3 tornado. In both instances, within hours of the storms passing, Looks Great Services personnel were on the road, mobilizing quickly to assist in disaster recovery and debris removal efforts. These powerful tornadoes generated over 2 million cubic yards of debris.

- **2023 Mississippi & Arkansas Tornadoes:**



On March 24th, 2023, an EF-4 tornado struck Amory, MS while other tornadoes struck the town of Winona, MS as well as Panola County, MS & Montgomery County, MS. LGS was awarded for all 4 projects. Recovery efforts began immediately following the award. All projects operational within 48 hours of Notice to Proceed.

One week later, on March 31st, 2023, an EF-3 tornado struck Wynne, AR and Cross County, AR in which LGS was also awarded both projects. LGS responded immediately and was more than capable of handling multiple projects in multiple states utilizing internal crews, as well as pre-screened subcontractors led by a team of experienced LGS project managers.

LGS far exceeded client expectations on all five projects delivering exceptional results maximizing FEMA reimbursement for all parties involved. LGS collected, processed, and disposed of over 1 million cubic yards of debris resulting from the devasting damages in all Counties/Cities impacted by the tornadoes.

- **2023 Alabama Tornadoes:**

Starting in January of 2023 LGS was awarded Eutaw, AL, Dallas County, AL, and Elmore County, AL when multiple tornadoes touched down throughout the State of Alabama. LGS was once again activated through

a cooperative County purchasing agreement through the Association of Alabama County Commissions of Alabama (ACCA). LGS performed all jobs simultaneously and was able to complete all projects successfully on time collecting over 300,000 cubic yards of debris along with the hazardous tree pruning and removals managing numerous disposal sites throughout the state.

- **2022 Hurricane Ian:**

Before Hurricane Ian made landfall LGS was initially activated and mobilized over 200 personnel, over 100 pieces of equipment, in place ready to assist for Florida Power & Light. LGS performed so highly that Florida Power & Light kept LGS assisting the restoration efforts throughout the duration of the initial activation. LGS was then activated as the prime contractor for the City of Oviedo, FL and was also staged prior to Hurricane Ian making landfall. LGS then performed the cleanup efforts including debris removal, tree trimming/removal, debris reduction, hauling, and more for the City of Oviedo once again exceeding expectations. Then, after Hurricane Ian made landfall LGS was asked to assist other entities throughout the entire State of Florida including Hardee County, FL, Seminole County, FL, New Smyrna, FL, Holly Hill, FL, Florida Department of Transportation in Hardee County, FL & Lee County, Fl as well as Florida New College.

- **2022 Tornadoes:**

LGS was awarded Caldwell County, Marshall County, Princeton, KY, Lincoln County, MS, and Hendersonville, TN in early 2022. By utilizing a combination of subcontractors and self-performing management and tree trimming, LGS jointly completed 5 contracts at one time. Collectively this amounted to more than 800,000 yards of debris in 3 separate states. LGS successfully completed all work on time and in accordance with all specifications.

- **2021 Hurricane Zeta:**

LGS holds the District 3 contract for the Association of County Commissions of Alabama, which contains 13 counties in this District. After Hurricane Zeta caused a significant amount of damage in this District, LGS was activated by 3 counties at the same time. With the help of local subcontractors, LGS collectively managed, hauled, reduced, and disposed of more than 400,000 yards of vegetative debris in Dallas, Marengo, and Wilcox Counties within a 4-month period. LGS successfully completed all work in a timely manner and in accordance with all specifications.

- **2020 Tornadoes:**

In 2020, one of the largest tornado outbreaks occurred in Mississippi. LGS was awarded 3 separate contracts by the MS Department of Transportation as well contracts with Jasper County, Jefferson Davis County, Lawrence County, Marion County, and Jones County. LGS simultaneously completed all these contracts within a 4-month period and collectively processed more than 550,000 CY of debris. LGS successfully completed all work in a timely manner and in accordance with all specifications.

- **2017 Hurricane Irma:**

In 2017, Hurricane Irma caused widespread damage in Florida, Georgia, and South Carolina. LGS was awarded 3 separate contracts by Florida: Florida City, Miami Shores, and El Portal. LGS simultaneously completed all these contracts within a 3-month period and collectively processed more than 225,000 CY of debris. LGS successfully completed all work in a timely manner and in accordance with all specifications



Large-Scale Past Performance

Since 2001 LGS has been involved in FEMA reimbursed projects. LGS works in compliance with the law, the regulations, and FEMA's codified policies regarding the FEMA Public Assistance (PA) Program. Below is a list of the individual FEMA contracts LGS has managed as the prime contractor that involved more than 250,000 CY of debris removed in the past 10 years.

PROJECT	DATE	TOTAL CY	TOTAL DOLLAR AMOUNT INVOICED	FEDERAL REIMBURSEMENT AMOUNT	CONTACT
Toombs County, GA DR-4830-GA	9/26/2024 – Present	2,500,000 (to date)	$47,904,363.76 (to date)	TBD	John Jones, County Administrator jjones.toombsco@bellsouth.net 912-526-3311
Johnson County, GA DR-4830-GA	9/26/2024 – Present	1,200,000 (to date)	$11,077,476.39	TBD	William Lindsey, County Manager wflindsey@johnsonco.org 478-864-5785
City of Rogers, AR DR-4788-AR	5/29/2024 – 9/5/2024	1,101,000	$15,507,400.00	TBD	Greg Hines, Mayor ghines@rogersar.gov 479-936-1444
Benton County, AR DR-4788-AR	6/27/2024 – 9/5/2024	784,000	$12,150,645.00	TBD	Barry Moehring, County Judge barry.moehring@bentoncountyar.gov 479-271-5767
City of Bentonville, AR DR-4788-AR	6/26/2024 – 9/1/2024	250,400	$4,223,348.00	TBD	Stephanie Orman, Mayor sorman@bentonvillear.com 479-659-9383
City of Amory, MS DR-4697-MS	3/29/2023 – 12/13/2023	520,202	$8,180,915.18	$8,180,915.18	Corey Glenn, Mayor mayorglenn@cityofamoryms.com 662-256-5721
City of Wynne, AR DR-4698-AR	3/2/2023 – 6/20/2023	260,186	$3,660,345.87	$3,660,345.87	Jennifer Hobbs, Mayor jhobbs@cityofwynne.com 870-238-0027
Virginia DOT DR-04630	5/9/2022- 8/7/2022	463,695	$4,100,376.30	$4,100,376.30	Adam Medek, Project Director adam@medekcorp.com 913-439-9366
Caldwell County, KY DR-4630	12/15/2021- 4/16/2022	309,795	$2,431,930.21	$2,431,930.21	Jeff Boone, Magistrate Jeffboone@caldwellcourthouse.com 270-365-6660
Marshall County, KY DR-4630	12/22/2021 – 4/21/2022	539,410	$6,159,788.61	$6,159,788.61	Kevin Neal, Judge Executive Kevin.neal@marshallcountyky.gov 270-527-4750
Association of County Commissions of AL – Dallas, Marengo, and Wilcox Counties DR-4573	12/14/2020 – 4/16/2021	406,446	$6,913,884.04	$6,913,884.04	Heath Sexton, County Engineer hsexton@dallascounty-al.org 334-874-2503 Ken Atkins, County Engineer marengoengineer@bellsouth.net 334-295-2236
Puerto Rico DTOP DR-4339	12/2017 – 12/2020	319,320	$39,000,000.00	$39,000,000.00	Elias Tirado Huertas, Director etirado@dtop.pr.gov
Nassau County, NY DR-4085	10/2012 – 5/2013	2,074,770	$60,398,300.00	$60,398,300.00	Richard Iadevaio, Superintendent riadevaio@nassaucountyny.gov 516-571-6824
Long Beach, NY DR-4085	10/2012 – 4/2013	455,000	$17,000,000.00	$17,000,000.00	Jim LaCarrubba, Commissioner jlacarrubba@longbeachny.org 516-431-1000
Nassau County, NY DR-4021	8/2011 – 1/2012	580,000	$6,697,200.00	$6,697,200.00	Richard Iadevaio, Superintendent riadevaio@nassaucountyny.gov 516-571-6824

References

Customer Name: Toombs County, Georgia	Email: jjohns.toombsco@bellsouth.net
Contact: John Jones - County Administrator	Phone No.: 912-526-3311
Address: PO Box 112 Lyons, GA 30436	Fax: N/A Contract Value: $47,904,362.76
Scope of Work: Hurricane Helene Debris Reduction and Removal, Hazardous Tree and Limb Removal, Reporting and Documentation of Debris Cleanup, Subcontractor Management	Date: September 2024 – April 2025 Length of Service: 6 Months

Customer Name: City of Rogers, Arkansas	Email: jturner@rogersar.gov
Contact: Jennifer Turner – Grant Administrator	Phone No.: 479-631-2767
Address: 301 W Chestnut Street Rogers, AR 72756	Fax: N/A Contract Value: $13,762,133.82
Scope of Work: Tornado Debris Reduction and Removal, Hazardous Tree and Limb Removal, Reporting and Documentation of Debris Cleanup, Subcontractor Management	Date: May 2024 – September 2024 Length of Service: 5 Months

Customer Name: City of Wynne, Arkansas	Email: jhobbs@cityofwynne.com
Contact: Jennifer Hobbs - Mayor	Phone No.: 870-238-0027
Address: 206 S Falls Blvd Wynne, AR 72396	Fax: N/A Contract Value: $3,879,062.85
Scope of Work: EF-3 Tornado Debris Reduction and Removal, Hazardous Tree and Limb Removal, Reporting and Documentation of Debris Cleanup, Subcontractor Management	Date: April 2023 – June 2023 Length of Service: 2 Months

Customer Name: City of Winona, Mississippi	Email: mayor@winonams.org
Contact: Aaron Dees – Mayor	Phone No.: 662-283-1232
Address: 409 Summit Street Winona, MS 38967	Fax: N/A Contract Value: $456,918
Scope of Work: EF-4 Tornado Debris Reduction and Removal, Hazardous Tree and Limb Removal, Reporting and Documentation of Debris Cleanup, Subcontractor Management	Date: March 2023 – May 2023 Length of Service: 2 Months

Customer Name: Johnson County, Georgia	Email: wswombles@gmail.com
Contact: Shawn Wombles – EMA Director	Phone No.: 478-290-9378
Address: 2484 West Elm Street Wrightsville, GA 31096	Fax: 478-864-9441 Contract Value: $11,077,477.00
Scope of Work: Debris Reduction and Removal, Hazardous Tree and Limb Removal, Reporting and Documentation of Debris Cleanup, Subcontractor Management	Date: September 2024 – March 2025 Length of Service: 6 Months

Tab 5 – Resources and Availability

Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/3/2026

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 Arthur J. Gallagher Risk Management Services, LLC 16 Thompson Park Hattiesburg MS 39401	CONTACT NAME: Daphne Coleman PHONE (A/C, No, Ext): 601-554-7321 FAX (A/C, No): E-MAIL ADDRESS: daphne_coleman@ajg.com
INSURED LOOKGRE-01 Looks Great Services of MS, Inc. 1501 Highway 13 North Columbia MS 39429	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Old Republic Insurance Company — 24147 INSURER B : Illinois Union Insurance Company — 27960 INSURER C : Colony Specialty Insurance Co — 36927 INSURER D : QBE Specialty Insurance Company — 11515 INSURER E : Scottsdale Insurance Company — 41297 INSURER F : INDEMNITY NATL INS CO — 18468

COVERAGES **CERTIFICATE NUMBER:** 996501939 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			MWZY31369226	2/1/2026	2/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Project Agg Cap	$ 2,000,000 $ 500,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			MWTB31369126	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
D E F	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			142000594 XLS2009322 XS000225126	2/1/2026 2/1/2026 2/1/2026	2/1/2027 2/1/2027 2/1/2027	EACH OCCURRENCE AGGREGATE	$ 8,000,000 $ 8,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC31369026	2/1/2026	2/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C B	Rented/Leased Equipment Pollution			IM42904810 CPYG28206690005	4/14/2025 1/12/2025	4/14/2026 2/1/2027	Per Item/Occurrence Occur/Agg	$250,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE FOLLOWING COVERAGES/PROVISIONS/ENDORSEMENTS ARE PROVIDED TO CERTIFICATE HOLDER(S) AND ANY OTHER PERSON(S) OR ORGANIZATION(S) ONLY WHEN THE NAMED INSURED HAS AGREED TO DO SO IN A WRITTEN CONTRACT/AGREEMENT -

General Liability:
Blanket Additional Insured on a primary and non-contributory basis, including completed operations.
Blanket Waiver of Subrogation.
Liability assumed in an "Insured Contract" as defined by policy.
See Attached...

CERTIFICATE HOLDER	CANCELLATION
Sample	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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WBENC WOSB Certification

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

LOOKS GREAT SERVICES OF MS, INC.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Yolanda Agoglia
NAICS: 624230, 561730 UNSPSC: 70111500, 70111501, 70111502, 70111503, 70111504, 70111505, 70111506, 70111507, 70111508
Certification Number: WOSB210490
Renewal Date: November 30, 2022
SBA WOSB Expiration Date: 11/30/2024

WBECSOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL

Phala Mire, Women's Business Enterprise Council - South President

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Vice President, Certification

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

LOOKS GREAT SERVICES OF MS, INC.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: November 27, 2020
Expiration Date: November 30, 2025
WBENC National Certification Number: WBE2002997

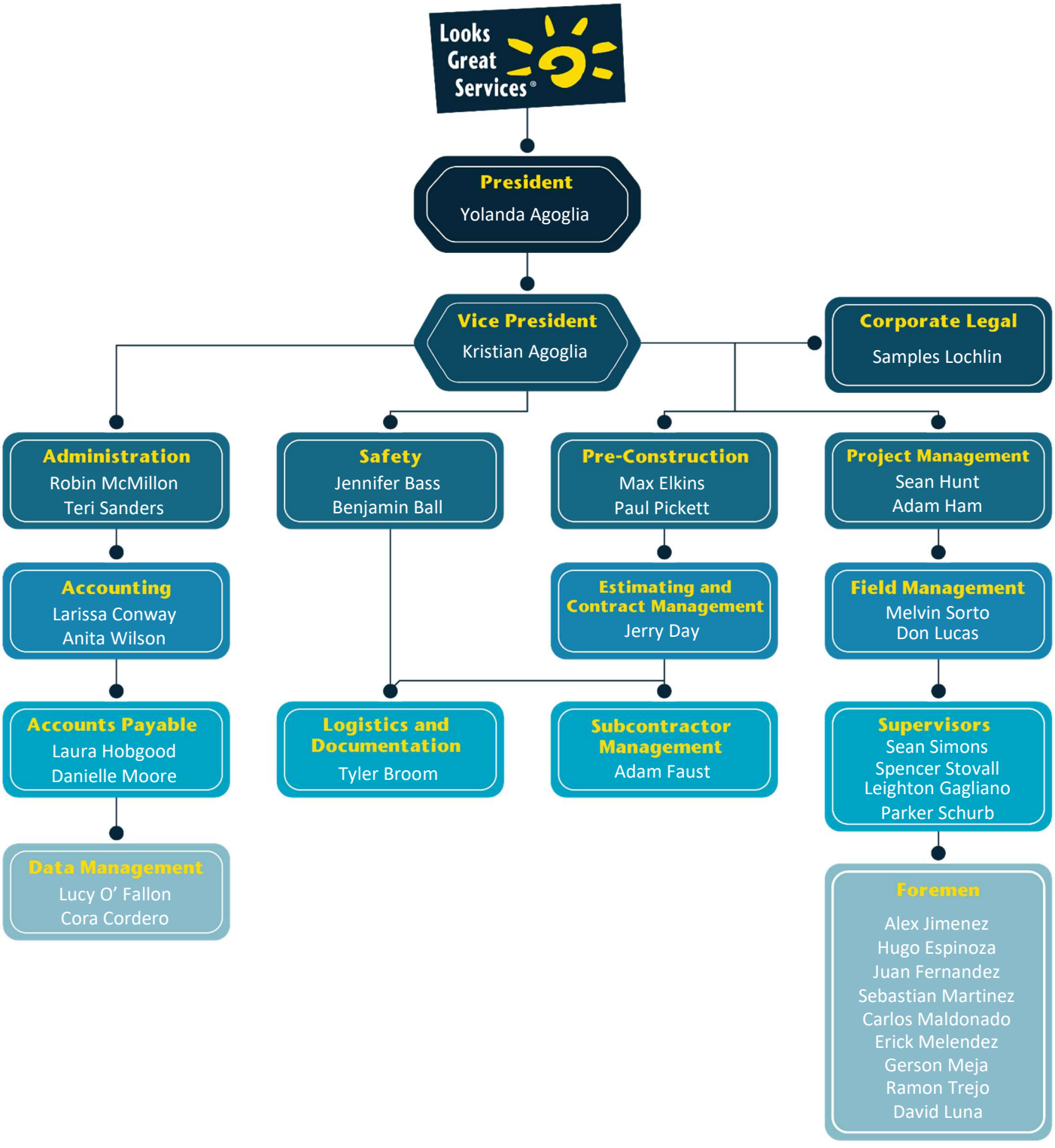
WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - South, a WBENC Regional Partner Organization.

Authorized by Phala Mire, President Women's Business Enterprise Council - South

WBECSOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL

NAICS: 624230, 561730
UNSPSC: 70111500, 70111501, 70111502, 70111503, 70111504, 70111505, 70111506, 70111507, 70111508

Organizational Chart



Resumes

Kristian Agoglia

Professional Experience	
November 2010 - Present	Looks Great Services of MS, Inc. Vice President

Helped from Looks Great Services of MS, Inc. and participate daily in operations, lead management and procurement duties, and ensure the established standards of performance are continually met by personnel. Has been involved in more than 110 disaster projects since 2002, including simultaneously managing 10+ projects at one time during Sandy in 2012-2013, 5 contracts in 2017 during Hurricane Irma, 6 contracts in 2017 after a string of Mississippi tornadoes, and 11 contracts in 2020 after a tornado/straight-line wind outbreak.

1999 - Present	Looks Great Services, Inc. CEO

Since inception, as owner and CEO of LGS, participated daily in operations, lead management and administrative duties, and ensured the standards of performance established are continually met by personnel.

1990 - 1999	T&K Landscaping Company Partner

Started a small landscaping and lawn maintenance business during high school years. Expanded into tree pruning, maintenance, and removal. Grew business steadily during successful pursuit of bachelor's and master's degrees.

Certifications

ISA Certified Arborist
ISA Certified Utility Arborist
Specialist TCIA Certified Safety
Professional EHAP Training
Certified
OSHA 10 Certification

Education

REGENT UNIVERSITY – Virginia Beach, VA – Master of Divinity – 1999
LIBERTY UNIVERSITY – Lynchburg, VA – Bachelor of Science – 1996

Sean Hunt

Professional Experience	
April 2022 - Present	Looks Great Services of MS, Inc. Executive Vice President/Project Manager

Manages all facets of Looks Great Services' Emergency Response Division. Coordinates, delegates, and manages the entire life cycle – from procurement to active project closeout to ensure they are on time, within budget, and performed according to specifications. Currently managing a multi-county project for Virginia Department of Transportation from a snowstorm earlier in 2022.

	Michael's Tree and Loader Service, LLC CFO/Vice President

Participated daily in operations, lead management and administrative duties, and ensured the standards of performance established are continually met by personnel. Managed 48 FEMA events including managing crews on multiple, simultaneous events, including 3 parishes during Hurricane Katrina, 3 cities in Connecticut in 2011

and crews on 5 contracts during Hurricane Sandy in 2012-2013. Exceedingly well versed in FEMA rules and guidelines.

Certifications
ISA Certified Arborist
FEMA Debris Management

Education
CHRISTIAN BROTHERS UNIVERSITY – Memphis, TN – B.S. in Science in Biology – 2004
AMERICAN MILITARY UNIVERSTIY – Memphis, TN – M.S. in Emergency and Disaster Management – 2010

Adam Ham

Professional Experience:

September 2023 – Present — Looks Great Services of MS, Inc
Project Manager

Serves as a Project Manager/Estimator/Sales Director at Looks Great Services of MS. Here, he played a pivotal role in managing a 30-million-dollar contract for the cleanup of Hurricane Idalia in Lake City, Florida as well as a 24-million-dollar waterway debris removal project in DeSoto County, Florida removing debris from Hurricane Ian totaling nearly 700,000 cubic yards. After Hurricane Helene in 2024, Adam managed operations in Georgia where Looks Great Services removed and disposed of more than 3 million cubic yards of vegetative debris from the right of way. He leads project management efforts, including estimation, scheduling, resource allocation, data entry, and quality control. Additionally, he develops and maintains strong client relationships, resulting in increased sales and repeat business. Adam's skill set includes expertise in operations management, project management, quality control, estimation, and cost analysis. He is also proficient in sales, business development, client relationship management, leadership, communication, and negotiation.

May 2016 - September 2023 — DHAM Construction
Director of Operations and Quality Control Manager

He served as the Director of Operations and Quality Control Manager for DHAM Construction. In this role, he oversaw daily operations and managed multiple projects simultaneously, ensuring timely completion and adherence to quality standards. He implemented and enforced quality control measures, enhancing project efficiency and customer satisfaction. Furthermore, he successfully managed multimillion-dollar projects, contributing to the company's annual revenue growth.

Certifications
OSHA Code 29 CFR1910.120 Hazwoper
Disaster Recovery Awareness
Disaster Management for Electric Power Systems
Debris Management Planning

Spencer Stovall

Professional Experience

July 2023 – Present — Looks Great Services of MS, Inc.
Project Manager

Acts as the Project Manager/Estimator/Sales Director at Looks Great Services of MS. In this capacity, he was instrumental in overseeing a $30 million contract for Hurricane Idalia cleanup in Lake City, Florida. He directed project management activities such as estimation, scheduling, resource allocation, data entry, and quality control. Moreover, he fostered and maintained strong client relationships, which resulted in increased sales and repeat

business. Spencer's expertise spans operations management, project management, quality control, estimation, and cost analysis. Additionally, he excels in sales, business development, client relationship management, leadership, team building, communication, and negotiation.

May 2020 – July 2023	Debris Tech Project Manager

Manage Disaster Debris Related Projects consisting of $15 million or less. Oversaw all aspects of the job. Coordinated debris cleanup, hauling routes, debris separation, TDMS site management, costs controls, schedules, and communication with clients. Tracked number of debris hauled and separated accordingly. Served as a liaison between City/County, State, FEMA officials, and the field operations to ensure safe and efficient operations as well as updates on progress of the cleanup efforts.

December 2019 – March 2020	Dungan Engineering Surveyor

Successfully conducted several land and boundary surveys for various projects, utilizing advanced surveying instruments to collect precise data on land features. Ensured accuracy and regulatory compliance by analyzing survey data, producing detailed CAD reports, and resolving boundary discrepancies through thorough research. Collaborated closely with engineers, architects, and construction managers, providing essential survey insights and maintaining clear communication with clients and government agencies. Involved in the planning and managing of survey projects, supervising field teams, and implementing quality control measures. Addressed challenges with critical thinking, resulting in successful project completion, enhanced client relationships, and consistently high-quality survey results.

Education
JONE COLLEGE – Ellisville, MS – Associate of Arts – 2019
UNIVERSITY OF SOUTHERN MISSISSIPPI – B.S. in Construction Management – 2021
Certifications
Haz whopper 40 Hour
Disaster Recovery Awareness
Disaster Management for Electric Power Systems
Debris Management Planning

Max Elkins

Professional Experience

May 2023 - Present	Looks Great Services of MS, Inc. Executive Director of Contracting

Serves and oversees the bidding & estimating division to ensure the accuracy and efficiency of all processes, driving the company's success in securing contracts and maximizing profitability. Additionally, involved in the management of the utility division, handling contract negotiations, data collection, job cost accounting, and fostering strong customer relations. Current role extends to overseeing the financial data of 10 utility contracts spanning across the Southeast United States, ensuring meticulous financial management and strategic decision-making to achieve organizational objectives.

January 2022 – May 2023	HORNE, LLP Auditor

Responsibilities included performing detailed examinations of financial statements, transaction records, and internal control systems to ensure compliance with regulatory standards and company policies. Actively participated in planning audit procedures, including risk assessment and materiality determination, to tailor a unique approach to each client. Conducted fieldwork, gathering evidence through interviews, observation, and analysis, and documented my findings for review by managers and partners. Additionally, worked closely with

clients to address any discrepancies or concerns, providing guidance on improving internal processes and controls.

Education
UNIVERSITY OF SOUTHERN MISSISSIPPI – Hattiesburg, MS – B.S. in Accountancy – 2022

Paul Pickett

Professional Experience

August 2023 – Present — Looks Great Services of MS, Inc.
Project Executive/Compliance Officer

Oversee the estimates and contract preparation for proposed work. Work in conjunction with the Vice President, Operations Manager, and Field Operations Manager to find, estimate, and procure work. Coordinate scheduling, subcontracting, and co-manage existing projects with the Operations Manager. Assist in local business development and relations. Handles job costs, payment applications, oversees data reconciliation and project management documentation for existing jobs. Manages contracts, subcontracts, and data reconciliation.

June 2012 – August 2023 — MS Department of Public Safety
Director of Construction & Maintenance

Director for all Construction and Maintenance Projects across the State of Mississippi for the Department. Managed all construction work for the department, including writing contracts, estimating, project schedules, reviewing submittals, and closeout of projects. Developed all maintenance schedules and ensured the scheduled activities were done per the schedule for 109 building throughout the State of Mississippi for the department. Managed 18 employees in all districts across the state.

May 2010 – May 2012 — E. Cornell Malone Corp.
Director of Operations

Managed all projects and personnel consisting of over 75 employees. Coordinated work with the project teams, and contractors. Responsible for maintaining work to finish on schedule, coordinated all material and equipment deliveries, produce and maintain schedules, cost reporting, and invoicing.

May 2007 – May 2010 — W.G. Yates and Sons Construction, Inc.
Senior Project Manager

Worked in the commercial construction division managing projects anywhere from $500,000 thousand to $55 million. Responsible for managing multiple projects simultaneously, including project buyout, writing subcontracts, developing and maintaining project schedules, cost management, change orders, subcontractor coordination, submittals, and project closeout.

January 2001 – May 2007 — Skanska USA Building Inc.
Project Manager

Worked in the commercial construction division managing projects anywhere from $50 million to $120 million. Responsible for project buyout, writing subcontracts, developing and maintaining project schedules, cost management, change orders, subcontractor coordination, submittals, and project closeout. Was the Project Manager for the Center of Disease Control Emergency Operations Center which was a $120 million dollar project that won the 2006 Project of the year award.

Certifications
First Aid/CPR Certified
OSHA 10 Certification

Education
PEARL RIVER COMMUNITY COLLEGE – Poplarville, MS – Construction Management
UNIVERSTIY OF SOUTHERN MISSISSIPPI – Hattiesburg, MS – B.S. in Construction Management – 2000

Jenn Bass

Professional Experience	Looks Great Services of MS, Inc.
August 2022 – Present	Safety Director

Extensive experience in developing, implementing, and enforcing comprehensive safety programs across field operations. Strong working knowledge of OSHA standards, regulatory compliance, and best safety practices. Proven ability to lead safety initiatives, conduct field audits, and train diverse teams in high-risk environments. Recognized for strong leadership, attention to detail, and proactive risk management. Creates and enforces company-wide safety policies and procedures tailored to meet regulatory standards and operational needs. Enforces compliance with OSHA standards and applicable state/federal safety regulations across all job sites Conducts unannounced field safety audits and site inspections to proactively identify and mitigate hazards. Developed and delivered comprehensive safety training programs for all field employees, ensuring understanding through post-training assessments Administered written and practical safety tests to confirm employee comprehension and accountability. Maintain accurate and detailed records of all safety training, incident reports, inspection findings, and regulatory compliance documentation. Tracks and monitored GPS and camera systems installed in company equipment to support safety and accountability initiatives. Demonstrates strong leadership, communication, and problem-solving skills in managing team-wide safety culture and continuous improvement

Certifications

OSHA 10/30	CPR Instructor
ATSSA Flagger	EHAP/Aerial Rescue Certified
DOT specimen collector	
BAT- Breath Alcohol Tech.	
Traffic Control Tech.	

LGS Equipment List

With a fleet of hundreds of trucks and equipment, a staff of over 200 professionals, and four locations in New York, North Carolina, Texas, and Mississippi our vegetation management teams can activate at a moment's notice. Mobile mechanics, housing units, and fueling equipment expedite the process and keep our team operational around-the-clock until the job is complete. No matter what type of equipment the job requires, LGS will have it ready and fully operational.



COUNT	DESCRIPTION	YEAR	MAKE	MODEL	OWNERSHIP
1	BOX TRUCK	2005	FREIGHTLINER	M2	OWNED
2	BOX TRUCK	2007	FREIGHTLINER	M2	OWNED
3	BUCKET TRUCK	2006	STERLING	ACTERRA 4X4	OWNED
4	BUCKET TRUCK	2005	INTERNATIONAL	7300 4X4	OWNED
5	BUCKET TRUCK	2002	GMC	C6500	OWNED
6	BUCKET TRUCK	2003	GMC	C7500	OWNED
7	BUCKET TRUCK	2000	FORD	F-750	OWNED
8	BUCKET TRUCK	2005	STERLING	ACTERRA	OWNED
9	BUCKET TRUCK	2004	FORD	F-750	OWNED
10	BUCKET TRUCK	2005	INTERNATIONAL	4300	OWNED
11	BUCKET TRUCK	2007	INTERNATIONAL	4300	OWNED
12	BUCKET TRUCK	2007	INTERNATIONAL	7300 4X4	OWNED
13	BUCKET TRUCK	2006	INTERNATIONAL	4300	OWNED
14	BUCKET TRUCK	2013	INTERNATIONAL	4300	OWNED
15	BUCKET TRUCK	2005	INTERNATIONAL	7400	OWNED
16	BUCKET TRUCK	2005	INTERNATIONAL	7400	OWNED
17	BUCKET TRUCK	2014	FREIGTHLINER	M2106	OWNED
18	BUCKET TRUCK	2003	GMC	C7500	OWNED
19	BUCKET TRUCK	2014	FREIGHTLINER	M2106	OWNED
20	BUCKET TRUCK	2003	INTERNATIONAL	S30	OWNED
21	BUCKET TRUCK	2006	FORD	F-750	OWNED
22	BUCKET TRUCK	2008	FORD	F-750	OWNED
23	BUCKET TRUCK	2008	FORD	F-750	OWNED
24	BUCKET TRUCK	2005	GMC	C7500	OWNED
25	BUCKET TRUCK	2001	GMC	C7500	OWNED
26	BUCKET TRUCK	2007	INTERNATIONAL	7300 4X4	OWNED
27	BUCKET TRUCK	2008	FORD	F-750	OWNED
28	BUCKET TRUCK	2004	INTERNATIONAL	7300 4X4	OWNED
29	BUCKET TRUCK	2005	INTERNATIONAL	4300	OWNED
30	BUCKET TRUCK	2011	INTERNATIONAL	4300	OWNED
31	BUCKET TRUCK	2006	FORD	F-750	OWNED
32	BUCKET TRUCK	2006	INTERNATIONAL	7300	OWNED
33	BUCKET TRUCK	2007	FORD	F-750	OWNED
34	BUCKET TRUCK	2007	FORD	F-750 4X4	OWNED

35	BUCKET TRUCK	2005	GMC	C7500	OWNED
36	BUCKET TRUCK	2008	FORD	F-750 4X4	OWNED
37	BUCKET TRUCK	2005	FORD	F-750 4X4	OWNED
38	BUCKET TRUCK	2006	FORD	F-750	OWNED
39	BUCKET TRUCK	2007	INTERNATIONAL	4300	OWNED
40	BUCKET TRUCK	2007	FORD	F-750 4X4	OWNED
41	BUCKET TRUCK	2006	INTERNATIONAL	4300	OWNED
42	BUCKET TRUCK	2003	GMC	C7500	OWNED
43	BUCKET TRUCK	2005	GMC	C7500	OWNED
44	BUCKET TRUCK	2007	FORD	F-750	OWNED
45	BUCKET TRUCK	2004	INTERNATIONAL	4300	OWNED
46	BUCKET TRUCK	2001	FORD	F-750	OWNED
47	BUCKET TRUCK	2007	INTERNATIONAL	4300	OWNED
48	BUCKET TRUCK	2005	INTERNATIONAL	4300	OWNED
49	BUCKET TRUCK	2006	FORD	F-650	OWNED
50	BUCKET TRUCK	2003	INTERNATIONAL	4200	OWNED
51	BUCKET TRUCK	2005	INTERNATIONAL	7300 4X4	OWNED
52	BUCKET TRUCK	2011	FREIGHTLINER	M2106 4X4	OWNED
53	BUCKET TRUCK	2007	INTERNATIONAL	4300	OWNED
54	BUCKET TRUCK	2007	INTERNATIONAL	4300	OWNED
55	BUCKET TRUCK	2007	INTERNATIONAL	4300	OWNED
56	BUCKET TRUCK	2007	INTERNATIONAL	4300	OWNED
57	BUCKET TRUCK	2003	STERLING	ACTERRA	OWNED
58	BUCKET TRUCK	2006	INTERNATIONAL	4300	OWNED
59	BUCKET TRUCK	2007	INTERNATIONAL	4300	OWNED
60	BUCKET TRUCK	2005	FORD	F750 4X4	OWNED
61	BUCKET TRUCK	2006	GMC	C7500	OWNED
62	BUCKET TRUCK	2009	INTERNATIONAL	7300 4X4	OWNED
63	BUCKET TRUCK	2009	INTERNATIONAL	4300 4X2	OWNED
64	BUCKET TRUCK	2008	INTERNATIONAL	4300	OWNED
65	BUCKET TRUCK	2007	FORD	F750	OWNED
66	BUCKET TRUCK	2007	FORD	F750	OWNED
67	BUCKET TRUCK	2005	INTERNATIONAL	4300	OWNED
68	BUCKET TRUCK	2005	INTERNATIONAL	4300	OWNED
69	BUCKET TRUCK	2007	INTERNATIONAL	5600	OWNED
70	BUCKET TRUCK	2011	FORD	F750	OWNED
71	BUCKET TRUCK	2006	FORD	F650	OWNED
72	BUCKET TRUCK	2006	FORD	F650	OWNED
73	BUCKET TRUCK	2009	INTERNATIONAL	4300	OWNED
74	BUCKET TRUCK	2012	FORD	F750	OWNED
75	BUCKET TRUCK	2007	INTERNATIONAL	7300	OWNED
76	BUCKET TRUCK	2022	INTERNATIONAL	HV507 SFA 4X4	OWNED
77	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
78	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
79	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
80	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
81	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
82	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
83	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
84	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
85	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
86	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
87	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
88	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
89	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
90	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
91	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED

92	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
93	BUCKET TRUCK	2021	FREIGHTLINER	M2106	OWNED
94	BUCKET TRUCK	2021	FREIGHTLINER	M2106	OWNED
95	BUCKET TRUCK	2021	FREIGHTLINER	M2106	OWNED
96	BUCKET TRUCK	2021	FREIGHTLINER	M2106	OWNED
97	BUCKET TRUCK	2021	FREIGHTLINER	M2106	OWNED
98	CHIP TRUCK	1999	STERLING	L-SERIES	OWNED
99	CHIP TRUCK	2000	FORD	F650	OWNED
100	CHIP TRUCK	2004	STERLING	L-SERIES	OWNED
101	CHIP TRUCK	2001	CHEVY	C-7500	OWNED
102	CHIP TRUCK	1995	INTL	4700	OWNED
103	CHIP TRUCK	2000	FORD	F450	OWNED
104	CHIP TRUCK	1999	INTL	4700	OWNED
105	CHIP TRUCK	2000	INTL	4700	OWNED
106	CHIP TRUCK	1999	INTL	4700	OWNED
107	CHIP TRUCK	2003	FORD	F550	OWNED
108	CHIP TRUCK	2011	CHEVY	3500HD	OWNED
109	CHIP TRUCK	2009	CHEVY	3500HD	OWNED
110	CHIP TRUCK	2005	INTL	4200	OWNED
111	CHIP TRUCK	2005	GMC	C5500	OWNED
112	CHIP TRUCK	2004	GMC	C5500	OWNED
113	CHIP TRUCK	2005	GMC	C5500	OWNED
114	CHIP TRUCK	2007	FORD	F550	OWNED
115	CHIP TRUCK	2006	GMC	6500	OWNED
116	CHIP TRUCK	2006	FORD	F350 4X4	OWNED
117	CHIP TRUCK	2006	GMC	C5500	OWNED
118	CHIP TRUCK	2011	FORD	F550 4X4	OWNED
119	CHIP TRUCK	2010	FORD	F550 4X4	OWNED
120	CHIP TRUCK	2006	GMC	C8500	OWNED
121	CHIP TRUCK	2006	FORD	F650	OWNED
122	CHIP TRUCK	2003	INT'L	4200 VT365 4X2	OWNED
123	CHIP TRUCK	2011	FORD	F550	OWNED
124	CHIP TRUCK	2012	FORD	F550XL	OWNED
125	CHIP TRUCK	2008	FORD	F550XL	OWNED
126	CHIP TRUCK	2007	FORD	F550	OWNED
127	CHIP TRUCK	2011	FORD	F450XL	OWNED
128	CHIP TRUCK	2011	FORD	F350XL	OWNED
129	CHIP TRUCK	2002	INTERNATIONAL	4700	OWNED
130	CHIP TRUCK	2006	FORD	F650	OWNED
131	CHIP TRUCK	2005	FORD	F650	OWNED
132	CHIP TRUCK	2010	INTERNATIONAL	4300	OWNED
133	CHIP TRUCK	2008	INTERNATIONAL	4300	OWNED
134	CHIP TRUCK	2010	INTERNATIONAL	4300	OWNED
135	CHIP TRUCK	2005	INTERNATIONAL	4200	OWNED
136	CHIP TRUCK	2001	INTERNATIONAL	4700	OWNED
137	CHIP TRUCK	2014	DODGE	5500	OWNED
138	CHIP TRUCK	2014	DODGE	5500	OWNED
139	CHIP TRUCK	2014	DODGE	5500	OWNED
140	CHIP TRUCK	2014	DODGE	5500	OWNED
141	CHIP TRUCK	2014	DODGE	5500	OWNED
142	CHIP TRUCK	2014	DODGE	5500	OWNED
143	CHIP TRUCK	2014	DODGE	5500	OWNED
144	CHIPPER 12”	2003	BRUSH BANDIT	200	OWNED
145	CHIPPER 12”	2004	WOODCHUCK	WC1200	OWNED
146	CHIPPER 12”	2004	ALTEC	DC1217	OWNED
147	CHIPPER 12”	2004	WOODCHUCK	WC1200	OWNED
148	CHIPPER 12”	2004	WOODCHUCK	WC1200	OWNED

149	CHIPPER 12”	2013	ALTEC	CFD1217	OWNED
150	CHIPPER 12”	2013	ALTEC	CFD1217	OWNED
151	CHIPPER 12”	2013	ALTEC	CFD1217	OWNED
152	CHIPPER 12”	2013	ALTEC	CFD1217	OWNED
153	CHIPPER 12”	2004	MORBARK	12B	OWNED
154	CHIPPER 12”	2004	MORBARK	12B	OWNED
155	CHIPPER 12”	2008	ALTEC	CFD1217	OWNED
156	CHIPPER 12”	2009	MORBARK	M12R	OWNED
157	CHIPPER 12”	2006	MORBARK	12B	OWNED
158	CHIPPER 12”	2010	ALTEC	CFD1217	OWNED
159	CHIPPER 12”	2010	ALTEC	CFD1217	OWNED
160	CHIPPER 12”	2012	ALTEC	CFD1217	OWNED
161	CHIPPER 12”	2012	ALTEC	CFD1217	OWNED
162	CHIPPER 12”	2002	MORBARK	2012D-02	OWNED
163	CHIPPER 12”	2010	ALTEC	CFD1217	OWNED
164	CHIPPER 12”	2012	ALTEC	CFD1217	OWNED
165	CHIPPER 12”	2012	ALTEC	CFD1217	OWNED
166	CHIPPER 12”	2011	ALTEC	CFD1217	OWNED
167	CHIPPER 12”	2013	VERMEER	BC1000XL	OWNED
168	CHIPPER 12”	2013	VERMEER	BC1000XL	OWNED
169	CHIPPER 14”	2009	MORBARK	BEEVER M14R	OWNED
170	CHIPPER 15”	2004	BRUSH BANDIT	INTIMIDATOR 1590	OWNED
171	CHIPPER 18”	2012	BRUSH BANDIT	1590XP	OWNED
172	CHIPPER 18”	2003	MORBARK	2400XL	OWNED
173	CHIPPER 18”	2004	MORBARK	2400XL	OWNED
174	CHIPPER 18”	2006	MORBARK	2400XL	OWNED
175	CHIPPER 18”	2007	MORBARK	2400XL	OWNED
176	CHIPPER 18”	2006	MORBARK	18	OWNED
177	CHIPPER 18”	2008	ALTEC	DC1820	OWNED
178	CHIPPER 18”	2008	BRUSH BANDIT	1890XP	OWNED
179	CHIPPER 18”	2008	BRUSH BANDIT	1890XP	OWNED
180	CHIPPER 18”	2005	MORBARK	HURRICANE 18	OWNED
181	CHIPPER 20”	2005	BANDIT	2090	OWNED
182	DUMP TRUCK	2005	GMC	C4500	OWNED
183	DUMP TRUCK	1999	INTERNATIONAL	4700	OWNED
184	DUMP TRUCK	2003	INTERNATIONAL	4300 DEBRIS	OWNED
185	DUMP TRUCK	2002	INTERNATIONAL	4900	OWNED
186	DUMP TRAILER	2006	GREAT LAKES	TR2450DC	OWNED
187	DUMP TRAILER	2006	GREAT LAKES	TR2450DC	OWNED
188	EXCAVATOR	2006	CATERPILLAR	325 CL	OWNED
189	EXCAVATOR	1997	JOHN DEERE	892 ELC	OWNED
190	EXCAVATOR	2015	CATERPILLAR	305	OWNED
191	EXCAVATOR	2019	CATERPILLAR	313	OWNED
192	FORK LIFT	2000	CATERPILLAR	DP40K	OWNED
193	FORK LIFT	1998	CLARK	DPH60PK	OWNED
194	FORK LIFT	2000	KOMATSU	FG30HTLP-12	OWNED
195	GRAPPLE TRUCK	2007	STERLING	LT9513	OWNED
196	GRAPPLE TRUCK	2007	STERLING	LT9513	OWNED
197	GRAPPLE TRUCK	2006	STERLING	LT9513	OWNED
198	GRAPPLE TRUCK	2005	STERLING	LT9513	OWNED
199	GRAPPLE TRUCK	2006	STERLING	LT9513	OWNED
200	GRAPPLE TRUCK	2006	STERLING	LT9513	OWNED
201	GRAPPLE TRUCK	2007	STERLING	LT9513	OWNED
202	GRAPPLE TRUCK	2005	INTERNATIONAL	4300	OWNED
203	GRAPPLE TRUCK	2005	INTERNATIONAL	7300	OWNED
204	GRAPPLE TRUCK	2009	INTERNATIONAL	7300	OWNED
205	GRAPPLE TRUCK	2006	INTL	7400	OWNED

206	GRAPPLE TRUCK	2012	FREIGHTLINER	M2	OWNED
207	GRAPPLE TRUCK	2007	STERLING	LT9500	OWNED
208	GRAPPLE TRUCK	2009	INTL	7400	OWNED
209	GRAPPLE TRUCK	2021	PETERBILT	567	OWNED
210	GRAPPLE TRUCK	2007	ISUZU		OWNED
211	HYDRO-AX	2005	HYDRO-AX	721E	OWNED
212	HYDRO-AX	2002	HYDRO-AX	721E	OWNED
213	BRUSH CUTTER	2018	KERSHAW	KLEARWAY 500	OWNED
214	BRUSH CUTTER	2003	KERSHAW	KLEARWAY 500	OWNED
215	BRUSH CUTTER	2023	KERSHAW	KLEARWAY 500	OWNED
216	LEAF LOADER	2006	GIANT VAC.	65HD	OWNED
217	LOADER	2005	CATERPILLAR	252B	OWNED
218	LOADER/SKID STEER	2008	BOBCAT	MT55	OWNED
219	LOADER/SKID STEER	2012	CATERPILLAR	299C	OWNED
220	LOADER/SKID STEER	2012	CATERPILLAR	289C	OWNED
221	LOADER/SKID STEER	2021	CAT	289D3	OWNED
222	LOADER/SKID STEER	2021	CAT	299D3	OWNED
223	LOADER/SKID STEER	2021	CAT	289D3	OWNED
224	LOADER/SKID STEER	2022	CAT	299D3	OWNED
225	LOADER/SKID STEER	2022	CAT	259D	OWNED
226	LOG SPLIT	2006	RAYCO	LS2526	OWNED
227	MECHANIC TRUCK	2005	CHEVROLET	C5500	OWNED
228	MECHANIC TRUCK	2007	CHEVROLET	3500HD	OWNED
229	MECHANIC TRUCK	2008	DODGE	D3500	OWNED
230	MECHANIC TRUCK	2012	DODGE	4500HD	OWNED
231	MECHANIC TRUCK	2001	FORD	F-750	OWNED
232	MECHANIC TRUCK	2008	FORD	450XL	OWNED
233	MECHANIC TRUCK	1999	GMC	C7500	OWNED
234	MECHANIC TRUCK	2013	DODGE	RAM 5500	OWNED
235	MECHANIC TRUCK	2015	DODGE	RAM 5500	OWNED
236	MECHANIC TRUCK	2012	DODGE	RAM 5500	OWNED
237	MECHANIC TRUCK	2010	DODGE	RAM 5500 4X4	OWNED
238	MECHANIC TRUCK	2007	FORD	F750	OWNED
239	MECHANIC TRUCK	2017	DODGE	RAM 5500	OWNED
240	MECHANIC TRUCK	2017	FORD	F550XL	OWNED
241	MECHANIC TRUCK	2016	CHEVROLET	SILVERADO 3500HD	OWNED
242	PAY LOADER	1990	CASE	W14C	OWNED
243	PAY LOADER	2003	KOMATSU	WA450-5L	OWNED
244	PICK-UP	2001	FORD	F-450	OWNED
245	PICK-UP	1999	FORD	F-550 BOX TRUCK	OWNED
246	PICK-UP	2000	GMC	C6500	OWNED
247	PICK-UP	2006	CHEVY	SUBURBAN	OWNED
248	PICK-UP	2011	CHEVY	2500HD	OWNED
249	PICK-UP	2012	FORD	F150XL	OWNED
250	PICK-UP	2008	FORD	F150 4X4	OWNED
251	PICK-UP	2005	FORD	F250 4X4	OWNED
252	PICK-UP	2008	DODGE	D1500	OWNED
253	PICK-UP	2008	CHEVROLET	C1500	OWNED
254	PICK-UP	2007	FORD	F150	OWNED
255	PICK-UP	1994	AM GENERAL	M998 HUMVEE	OWNED
256	PICK-UP	2009	FORD RANGER	EXT. CAB	OWNED
257	PICK-UP	2007	CHEVROLET	TAHOE	OWNED
258	PICK-UP	2013	DODGE	RAM 2500	OWNED
259	PICK-UP	2012	DODGE	RAM 2500	OWNED
260	PICK-UP	2008	FORD	F250 XL	OWNED
261	PICK-UP	2008	CHEVROLET	1500 4X4	OWNED
262	PICK-UP	2011	FORD	250XL CREW CAB	OWNED

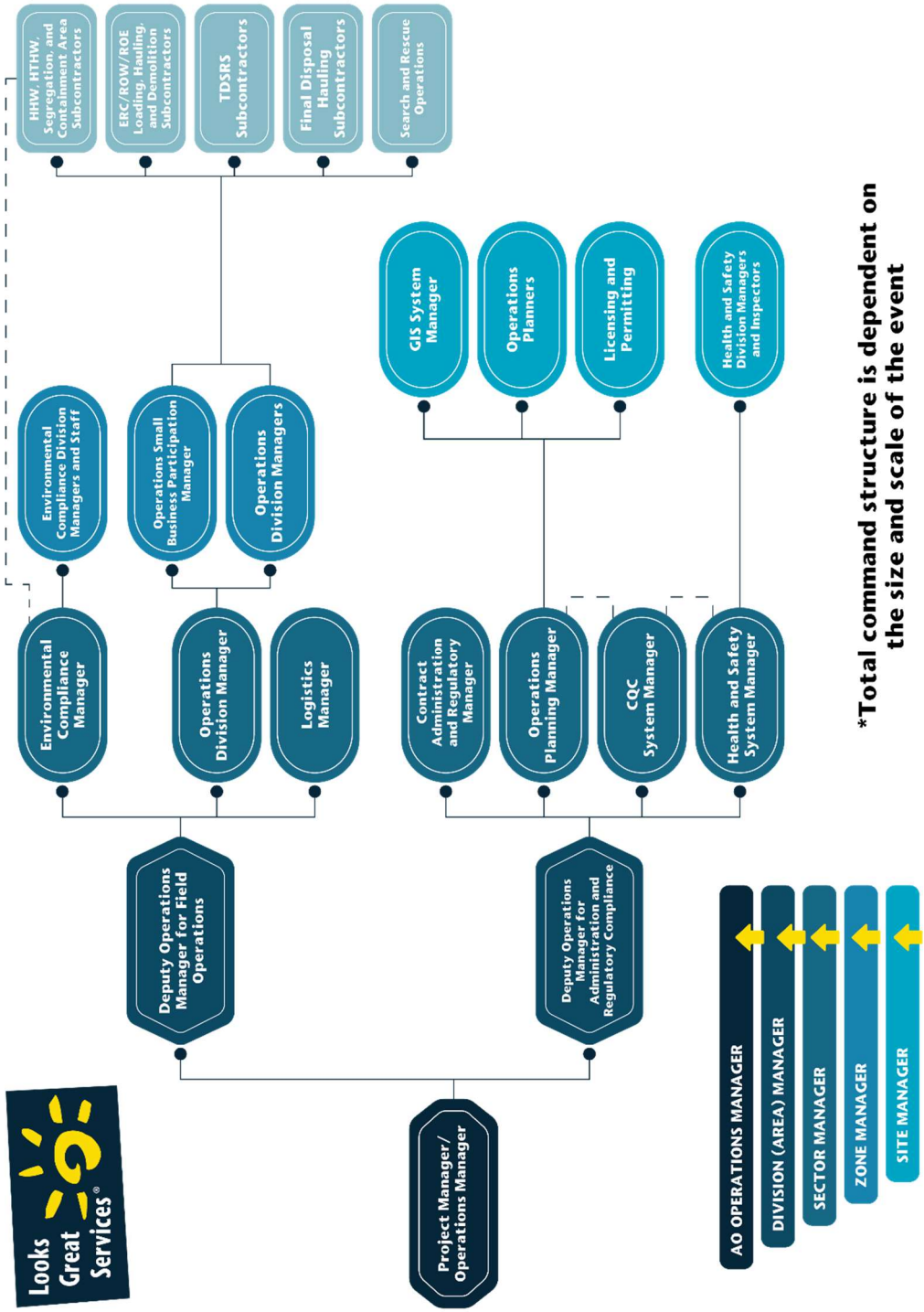
263	PICK-UP	2004	FORD	EXCURSION 4X4	OWNED
264	PICK-UP	2018	CHEVROLET	TAHOE	OWNED
265	PICK-UP	2018	GMC	2500 CREW	OWNED
266	PICK-UP	2018	GMC	2500 CREW	OWNED
267	PICK-UP	2012	CHEVROLET	1500 SILVERADO CR	OWNED
268	PICK-UP	2008	CHEVROLET	C2500HD	OWNED
269	PICK-UP	2007	CHEVROLET	C2500HD	OWNED
270	PICK-UP	2013	CHEVROLET	K1500 SUBURBAN	OWNED
271	PICK-UP	2015	CHEVROLET	SILVERADO 3500HD	OWNED
272	PICK-UP	2013	CHEVROLET	SILVERADO 2500HD	OWNED
273	PICK-UP	2013	CHEVROLET	SILVERADO 2500HD	OWNED
274	PICK-UP	2012	CHEVROLET	SILVERADO 2500HD	OWNED
275	PICK-UP	2012	CHEVROLET	SILVERADO 2500HD	OWNED
276	PICK-UP	2014	CHEVROLET	K1500 4X4	OWNED
277	PICK-UP	2011	CHEVROLET	2500 4X4	OWNED
278	PICK-UP	2007	FORD	F550 FLATBED	OWNED
279	PICK-UP	2019	GMC	YUKON XL	OWNED
280	PICK-UP	2015	FORD	F250	OWNED
281	PICK-UP	2013	FORD	F250	OWNED
282	PICK-UP	2014	CHEVROLET	1500	OWNED
283	PICK-UP	2014	CHEVROLET	1500	OWNED
284	PICK-UP	2019	GMC	SIERRA 2500	OWNED
285	PICK-UP	2012	CHEVROLET	TAHOE	OWNED
286	PICK-UP	2008	GMC	K2500 4X4	OWNED
287	PICK-UP	2019	CHEVROLET	2500HD	OWNED
288	PICK-UP	2010	FORD	F150XL	OWNED
289	PICK-UP	2021	FORD	F250 SUPER DUTY	OWNED
290	PICK-UP	2021	GMC	YUKON	OWNED
291	PICK-UP	2021	CHEVROLET	TAHOE	OWNED
292	PICK-UP	2015	CHEVROLET	SILVERADO 3500HD	OWNED
293	PICK-UP	2019	CHEVROLET	SILVERADO 2500HD	OWNED
294	PICK-UP	2019	CHEVROLET	SILVERADO 1500	OWNED
295	PICK-UP	2021	CHEVROLET	SILVERADO 2500HD	OWNED
296	PICK-UP	2003	FORD	F150	OWNED
297	PICK-UP	2021	CHEVROLET	SILVERADO 2500HD	OWNED
298	PICK-UP	2019	FORD	F150	OWNED
299	PICK-UP	2021	GMC	SIERRA 1500	OWNED
300	PICK-UP	2021	FORD	F350 SUPER DUTY	OWNED
301	PICK-UP	2016	CHEVROLET	TAHOE	OWNED
302	PICK-UP	2016	CHEVROLET	TAHOE	OWNED
303	PICK-UP	2022	GMC	SIERRA 2500HD	OWNED
304	PICK-UP	2022	GMC	YUKON	OWNED
305	PICK-UP	2021	CHEVROLET	SILVERADO 2500HD	OWNED
306	PICK-UP	2022	DODGE	RAM 3500	OWNED
307	PICK-UP	2022	CHEVROLET	TAHOE	OWNED
308	PICK-UP	2022	GMC	YUKON	OWNED
309	PRESSURE WASHER	2013	EASY KLEEN	MAGNUM 4000	OWNED
310	PRESSURE WASHER	2004	NORTH STAR	GX	OWNED
311	ROLL OFF	2005	STERLING	LT9513	OWNED
312	ROLLBACK	2008	FORD	F-550XL	OWNED
313	ROLLBACK	2001	FREIGHTLINER	M2	OWNED
314	SAND BLASTER	2014	DB1500	DB1500	OWNED
315	SCISSOR LIFT	2001	JLG	33RTS	OWNED
316	SEMI-TRACTOR	2002	PETERBILT	378	OWNED
317	SEMI-TRACTOR	1990	PETERBILT	379	OWNED
318	SEMI-TRACTOR	2006	STERLING	A9500	OWNED
319	SEMI-TRACTOR	2004	PETERBILT	379	OWNED

320	SEMI-TRACTOR	2015	MACK	CHU613	OWNED
321	SHREDDER	2012	KOMPTECH	6000	OWNED
322	SHREDDER	2012	KOMPTECH	5000	OWNED
323	SIDE BY SIDE	2008	KUBOTA	RTV1100	OWNED
324	SIDE BY SIDE	2008	KUBOTA	RTV1100	OWNED
325	SIDE BY SIDE	2008	KUBOTA	RTV1100	OWNED
326	SIDE BY SIDE	2008	KUBOTA	RTV1100	OWNED
327	SIDE BY SIDE	2008	KUBOTA	RTV1100	OWNED
328	SKID SPRAYER	2006	H&H FARM	200GAL	OWNED
329	SKYTRIM	2004	JARRAFF	CRAWLER WD CH	OWNED
330	SKYTRIM	2008	JARRAFF	75'	OWNED
331	SKYTRIM	2008	JARRAFF	75'	OWNED
332	SKYTRIM	2010	JARRAFF	75'	OWNED
333	SKYTRIM	2003	KERSHAW	SKYTRIM 75X	OWNED
334	SKYTRIM	2004	KERSHAW	SKYTRIM 75X	OWNED
335	SKYTRIM	2005	KERSHAW	SKYTRIM 75X	OWNED
336	SKYTRIM	2006	KERSHAW	SKYTRIM 75X	OWNED
337	SKYTRIM	2007	KERSHAW	SKYTRIM 75	OWNED
338	SKYTRIM	2009	KERSHAW	SKYTRIM 75-G2	OWNED
339	SKYTRIM	2009	KERSHAW	SKYTRIM 75-G2	OWNED
340	SKYTRIM	2010	KERSHAW	SKYTRIM 75X	OWNED
341	SKYTRIM	2010	KERSHAW	SKYTRIM 75-G2	OWNED
342	SKYTRIM	2010	KERSHAW	SKYTRIM 75-G2	OWNED
343	SKYTRIM	2011	KERSHAW	SKYTRIM 75-G2	OWNED
344	SKYTRIM	2012	KERSHAW	SKYTRIM 75-G2	OWNED
345	SKYTRIM	2007	KERSHAW	SKYTRIM 75X	OWNED
346	SKYTRIM	2009	JARRAFF	75'	OWNED
347	SKYTRIM	2010	KERSHAW	75-G2	OWNED
348	SKYTRIM	2009	JARRAFF	75'	OWNED
349	SKYTRIM	2009	JARRAFF	75'	OWNED
350	SKYTRIM	2006	JARRAFF	75'	OWNED
351	SKYTRIM	2011	KERSHAW	75'	OWNED
352	SKYTRIM	2011	KERSHAW	75'	OWNED
353	SKYTRIM	2014	KERSHAW	75'	OWNED
354	SPRAY RIG	1988	INTERNATIONAL	S SERIES (1800)	OWNED
355	SPRAY RIG	2006	STERLING	ACTERRA	OWNED
356	SPRAY RIG	2006	STERLING	ACTERRA	OWNED
357	STUMP GRINDER	2007	MORBARK	D52SP	OWNED
358	STUMP GRINDER	2006	RAYCO	SUPER RG50	OWNED
359	STUMP GRINDER	2007	RAYCO	RG90	OWNED
360	STUMP GRINDER	2013	RAYCO	RG100X	OWNED
361	STUMP GRINDER	2021	RAYCO	RG165T-R RRC	OWNED
362	SWEEPER/BROOM	2005	TERRAMITE	TSS38	OWNED
363	TRACK LOADER	2005	CATERPILLAR	287B	OWNED
364	TRACK LOADER	2006	CATERPILLAR	257B	OWNED
365	TRACTOR	2011	JOHN DEERE	6330	OWNED
366	TRACTOR	2003	NEW HOLLAND	TB100	OWNED
367	TRACTOR	2003	NEW HOLLAND	TB100	OWNED
368	TRACTOR	2005	NEW HOLLAND	TV145	OWNED
369	TRACTOR	2007	NEW HOLLAND	TV145	OWNED
370	TRACTOR	2007	NEW HOLLAND	TV145	OWNED
371	TRACTOR	2008	NEW HOLLAND	TB120	OWNED
372	TRACTOR	2008	NEW HOLLAND	TB120	OWNED
373	TRACTOR	2008	NEW HOLLAND	TB120	OWNED
374	TRACTOR	2008	NEW HOLLAND	TB120	OWNED
375	TRACTOR	2010	NEW HOLLAND	TS6030	OWNED
376	TRACTOR	2010	NEW HOLLAND	TS6030	OWNED

377	TRACTOR	2005	NEW HOLLAND	TV145	OWNED
378	TRACTOR	2011	NEW HOLLAND	TS6030	OWNED
379	TRACTOR	2011	NEW HOLLAND	TS6030	OWNED
380	TRACTOR	2010	JOHN DEERE	6330	OWNED
381	TRACTOR	2007	JOHN DEERE	6415	OWNED
382	TRACTOR	2011	JOHN DEERE	6330	OWNED
383	TRACTOR	2010	JOHN DEERE	6330	OWNED
384	TRACTOR	2003	NEW HOLLAND	TB110	OWNED
385	TRACTOR	2012	NEW HOLLAND	TS6.120	OWNED
386	TRACTOR ALAMO MOWER	2007	NEW HOLLAND	TS115A	OWNED
387	TRAILER	2012	CARRYON	WGWATV	OWNED
388	TRAILER	1995	DOOLITTLE	12' LANDSCAPE	OWNED
389	TRAILER	2010	TIGER	18 BP	OWNED
390	TRAILER	1985	ROAD SYSTEMS	28' PUP	OWNED
391	TRAILER (10 TON)	2005	TOWMASTER	T20	OWNED
392	TRAILER (12 TON)	2004	ALL PRO	IMPERIAL	OWNED
393	TRAILER (12 TON)	1999	BUTLER	B-2421-A	OWNED
394	TRAILER (20' CONTAINER)	1976	ALLI	CB7 SE	OWNED
395	TRAILER (20' CONTAINER)	1971	GIND	801 SE	OWNED
396	TRAILER (5 TON)	2005	CONTRAIL	C10	OWNED
397	TRAILER (55 TON)	2004	TALBERT	T4DW55SAHBG1T1	OWNED
398	TRAILER (JOB SITE/OFFICE)	1996	GREAT DANE	JOB SITE/OFFICE	OWNED
399	TRAILER (LOW BOY)	1976	ROGERS	40 TON	OWNED
400	TRAILER (STEP DECK)	2014	FONTAINE	HCVSD22TAF	OWNED
401	WHEEL LOADER	2005	CATERPILLAR	252B	OWNED

Technical Approach

Field Organizational Structure



Technical Approach and Methodology

Prior to commencing debris removal operations and within 48 hours, or as required in the Task Order, Looks Great Services of MS, Inc. (LGS) will submit to Polk County the Contractor Quality Control and Operations Plans which describe the organizational structure and additional key personnel involved in the cleanup, the technical approach and methodology to be used, site specific operational components, the specific geographical area management, the LGS Site Specific Health and Safety Plan (SSHSP), Accident Prevention Plan (APP), Activity Hazard Analysis (AHAs), a copy of the LGS Quality Control Plan (CQC), and approaches to waste reduction and recycling through Beneficial Re-Use, all specific to the Task Order and Area of Operations (AO). The Plan will indicate where operations will begin and which streets/roads will be cleared during the initial period though submission of a 2, 7- and 14-day plan. Operation locations will be decided upon and in conjunction with the County.

The Contractor Quality Control and Operations Plans will be updated by the LGS Operations Manager and CQC System Manager as necessary and as required by Polk County. LGS' final Contractor Quality Control and Operations Plans will include organizational structure and key personnel involved in the cleanup, updated technical approach and methodology to be used, updated site-specific operational components, updated specific geographical area management, updated SSHSP, updated APP, updated AHAs, updated CQC, and updated approaches to waste reduction and recycling through Beneficial Re-Use. The plan will also include continually updated submissions of 2, 7- and 14-day plans, all specific to the Task Order and AO as well as work to be performed by subcontractors, a comprehensive list of subcontractors at each tier, and measures to be taken by LGS and its subcontractors to control hazards associated with services performed, and materials or equipment utilized.

During implementation of services, LGS will attend all meetings convened by Polk County with respect to the response effort, when directed by the County to do so or otherwise necessary to carry out the work. The KO may/will issue subsequent TOs to mobilize and begin Emergency Road Clearance, Debris Removal from Public Roads, Streets and ROWs and Hauling to Debris Management or Final Disposal Sites, Vegetative Debris Reduction at Debris Management Sites (TDSRS) including site management, Final Disposal of Reduced Chips, Testing of Ash and Disposal at Landfill, Removal of Freon Containing White Goods, Removal of Non-Freon Containing White Goods, construction of an Inspection Tower(s), construction of a Hazardous Waste Containment Area(s), deployment of Household Hazardous Waste Separation and Removal Crew(s), activation of Debris Separation Crew(s), and activation of Search and Rescue Support Crew(s) and /or HTRW Separation Crew(s).

Resource Management and Logistics

LGS utilizes the National Incident Management System (NIMS) wherein we have established systems for describing, inventorying, requesting, and tracking resources. Debris Management and Event Response activities require carefully managed resources (personnel, teams, facilities, equipment and/or supplies) to meet event needs. Utilization of the Radial Form Technology (RaFT) iPad-based database system allows for resource typing, inventorying, organizing, and tracking the dispatch, deployment and recovery of resources before, during and after an event.

Resource management should be dynamic in nature to support any event and be adaptable to changes. Efficient and effective deployment of resources requires that resource management concepts and principles be used in all phases of Debris Management and Event Response.

The resource management process can be separated into two parts: resource management as an element of preparedness and resource management during an event. The preparedness activities (resource typing, credentialing, and inventorying) are conducted on a continual basis to help ensure that resources are ready to be mobilized when called to an event. Resource management during an event is a finite process, as shown in the below figure, with a distinct beginning and ending specific to the needs of the event.

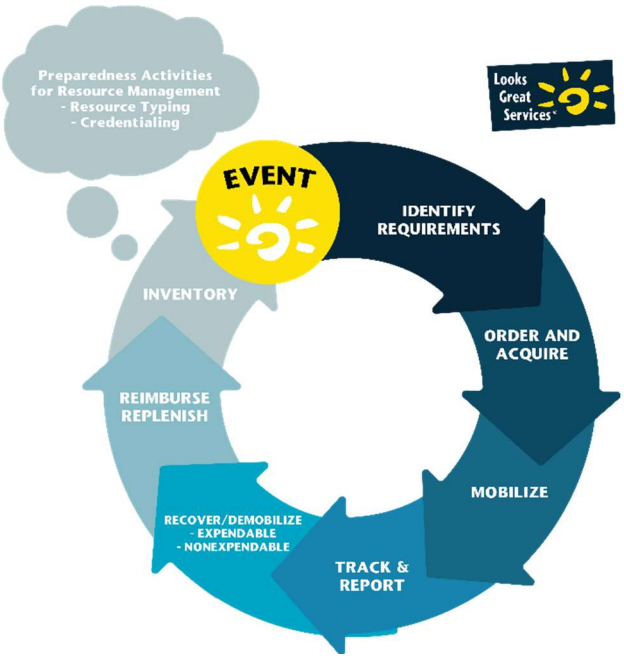


Figure 1: Resource Management Cycle

Mobilization of Personnel and Equipment

Looks Great Services (LGS) will mobilize and arrive on-site within 24 hours of receiving a Notice to Proceed from the County.

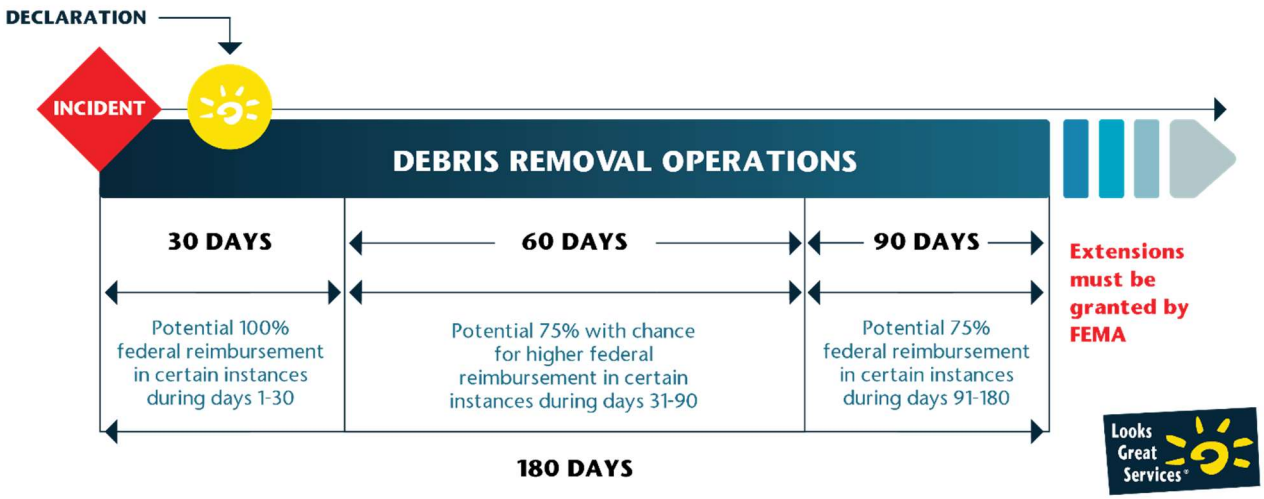
Upon issuance of a Notice to Proceed, Looks Great Services (LGS) will provide and transport all necessary supplies, equipment, materials, and personnel to execute the full scope of work outlined in the RFP or as required by the specific disaster. LGS will secure clearance from underground and overhead utilities, property owners, and relevant government entities for all operational locations, including equipment staging sites, Vegetative and C&D TDSRS, and the final DMS. LGS and its subcontractors will ensure that equipment and vehicles are ready to mobilize immediately upon notification. The scope of work includes, but is not limited to:

- Vegetative debris removal
- Construction and demolition (C&D) debris removal
- Grinding of generated debris
- Household hazardous waste management
- Removal of animal carcasses
- Disposal of putrefied wastes
- Removal of vehicles and vessels
- E-waste removal
- White goods removal

FEMA Public Assistance Program (Reimbursement Process)

FEMA Programs and other Funding Streams

LGS works within and in compliance with the law, the regulations, and FEMA's codified policies regarding the FEMA Public Assistance (PA) Program. This includes, but is not limited to, the Sandy Recovery Improvement Act's amendments to the Stafford Act (42 U.S.C. 5121 et seq.), Section 428, Public Assistance Alternative Procedures (PAAP) and the PAAP Pilot Program for Debris Removal (https://www.fema.gov/alternative-procedures) performed under Section 407 (42 U.S.C. 5173), Debris Removal, of the Stafford Act. The debris pilot program allows for increases in the federal share of grant monies for PA program applicants for eligible debris removal costs incurred during certain initial time periods following a disaster, with certain restrictions and programmatic requirements. LGS has as one of its core principles to provide professional services that benefit the client in every way possible. That principle leads LGS to work diligently to increase our response level and the amounts of work that can safely be accomplished during those initial time periods to maximize the reimbursement potential for our clients under the PAAP Pilot Program for Debris Removal. LGS ensures that our clients are aware of how the critical documentation trail must provide the proper substantiation for our clients to successfully acquire that funding. Further, LGS has a long standing relationship with FEMA programmatic management consulting experts that LGS makes available to our clients to ensure that our clients maximize eligible programmatic funding, and that our clients are able to both identify the eligible work that can be performed, and the numerous funding streams available to our clients to help them fund the monumental task that is the recovery process following a disaster – that assistance covers all disaster recovery programs and is not limited to only debris removal – please see the resume section for more details on the FEMA programmatic management consulting experts.



Documentation and Reimbursement

LGS has a proven history in supporting our clients with accurate and complete documentation. This documentation is made readily available to any reimbursement agency or client. Records are tracked daily from the beginning of the project to final closeout.

Financial accountability is maintained via a system based on the field data that's gathered and reconciled. All documentation systems comply with FEMA 325 guidelines.

Debris Hauling Documentation

Phase 1 – Truck Certification

Debris trucks are all certified prior to beginning a project. This includes:

- Measuring the truck beds to determine an accurate cubic yard capacity.
- Driver, safety, and insurance checks.
- Truck Certification Form is completed, and a copy is retained by the driver, monitor, and client.
- Placards displaying capacity, project truck number, and contractor's name are affixed to the truck.
- Monitors are given truck logs to verify placards as an added measure of accuracy.

Phase 2 –Tickets

Tickets are electronic or multi-part and are required for reimbursement purposes. Client representatives or monitors will fill out and sign off on completed tickets. These will then be used in the reconciliation and QC process. The tickets used are as follows:

Debris Load Tickets are a 5-part ticket that records the transport of debris from the collection point to the DMS or final disposal site. Monitors document the operations at each location to ensure proper protocols.

Leaner/Hanger Tickets are a 5-part ticket that records the trimming or removal or leaning trees or hanging limbs. Monitors document the size, location, and other various aspects of the process.

Daily Log Tickets are a 2-part ticket that records the hours worked by the contractor's labor and equipment when hourly rate items are activated. Monitors log and verify each unit's hours worked throughout the day.

Data Management

LGS uses a database system that is easily adaptable to any requirements. Regardless of whether the electronic or physical documentation is utilized, LGS' database can track and extract data for use in the reconciliation process. LGS has trained employees who carefully prepare reconciled reports on a weekly or semi-weekly basis to submit with invoicing. Working with the monitors, LGS compares these reports with the monitors as an added checks and balances system, which helps to expedite the reimbursement process.

Once the data is reconciled and completed, LGS will maintain and store all records for a minimum of 7 years. Both electronic and physical copies are catalogued and stored for quick access as needed.

Reimbursement

LGS works closely with all agencies to ensure issues are minimized or eliminated in disaster reimbursement projects. As an example, LGS was recently asked to produce ticket records for an audit that the debris monitor was engaged in. The monitor could not find records on more than two dozen tickets. Within less than 2 hours LGS found the copies of the missing tickets in its database and submitted them to the respective parties. This helped the monitor and the client greatly in their reimbursement process. LGS will give the same "over-the-top" service to all its clients.

As an added measure, LGS has personnel that are well-versed in CFR, PAPPG, and other FEMA guidelines and are available to assist the client in completing any required documentation for reimbursement.

Debris Management Process Plans and Procedures

Debris Pick-up (Loading at Curbside)

Commencement of Pick-Up

LGS will mobilize within 24 hours of receipt of a Task Order or Notice to Proceed. Debris pick-up will commence within 24 to 48 hours of receipt of a Task Order and Notice to Proceed from the County. Debris operations will commence in an orderly and manageable fashion on streets and roads cleared sufficiently for access as designated by the Polk County Task Order(s).

Field Supervisors/Crew Foremen

Project Managers will report to the Senior Project Manager. All LGS Managers will be responsible to ensure work is conducted only in those areas designated by the County. Supervisors will not allow work to commence in additional areas until directed by a Polk County Task Order. Supervisors will be responsible for the safety of all personnel and equipment. Supervisors will be responsible for collection of daily personnel and equipment time logs, and their distribution to LGS designated representative with a copy given to Polk County's Authorized Representative (AR).

Crew foremen will report to their designated supervisor. Foremen will be responsible to ensure work assignments received from their supervisor are completed to the requirements of the Polk County Task Order. Foremen will be responsible for maintaining the daily personnel and equipment time logs.

Equipment

Debris pick-up equipment will include but is not limited to the following:

- Self-Loaders/Knuckle-boom trucks.
- Rubber tire front end loaders with grapple buckets.
- Rubber tire front end loaders with 4-in-1 buckets.
- Rubber tire backhoes with thumb.
- Haul trucks with attached grapple arms.
- Other specialized equipment (e.g. Bobcat).

The cadre of equipment:
- Is owned or leased
- Is available for movement
- Will be leased in other areas if necessary
- Transportation Plan has been developed

Maintenance/Fuel Vehicles and Personnel

Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel and to provide all required field maintenance to ensure equipment operations.

Hand Crews

1–2 laborers with sufficient hand tools will accompany each piece of heavy equipment.

Operations

Debris segregation and sorting will be conducted at street/road level to the maximum amount practical and as instructed by the Polk County TOs. All debris will be picked up and loaded into haul trucks in a safe and workman-like manner to ensure compliance with the Corporate Safety Plan. Safety will not be compromised and is outlined with specifics in the LGS Safety Plan. All crew foreman and field supervisors will be responsible to ensure a rapid and cost effective as possible operation. Operators, to ensure maximum loading and safe transport of material, will size all vegetative debris with a CR present.

All construction and demolition materials will be sized for heavy equipment to ensure maximum loading and safe transport of materials within EPA and DOT standards. Obvious hazardous materials will be dealt with in accordance with the Polk County Task Order and the Corporate Environmental Protection Plan and in compliance with the Corporate Safety Plan.

Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at each approach point of the work area to maintain traffic control and prevent personal injury to ensure compliance with the Corporate Safety Plan. Additional traffic control personnel will be stationed throughout the area, as needed, to ensure safe operations.

Debris Hauling

Debris hauling may consist of 2 distinct operations as follows:

1. Hauling of unreduced debris from origination point to staging area (Temporary Debris Management Site(s) - TDMS.)
2. Hauling of reduced debris from staging area to final disposal site.

Construction and Demolition Debris:

LGS advises Polk County that construction and demolition debris be hauled directly to final disposal site from point of origination. This direct haul method will ensure that all demolition debris is handled in accordance with local, state, and federal requirements. The direct haul method is not considered expeditious operation, it is the industry's best practice to construction and demolition debris as little as possible due to the potentially hazardous nature of the material.

Vegetative Debris:

LGS advises Polk County that vegetative debris be hauled to a TDSRS in order to expedite debris removal. It is the operational goal of LGS to complete debris removal services as quickly as possible for the County, in order that they may be able to take advantage of the 60-day window of maximum reimbursement. The TDSRS site will ensure that LGS operations are completed in the shortest amount of time; therefore, reducing direct costs to the County such as monitoring, management, and the need for additional reimbursable assets. This method of operations allows for the most efficient completion of debris removal, which is in the best interest of the health and safety of the public.

Hazardous Leaner and Hanger Removal

Looks Great Services is operationally capable of providing specialized crews that are trained and equipped to remove hazardous leaners from Right-of-Way and any trees containing eligible hangers. These available in-house resources set LGS apart by allowing us to provide ISA Certified Utility Arborist supervised tree crews. Our daily experience in providing vegetation management for utilities allows us to offer these services, thus ensuring a thorough inspection of all affected trees and properly addressing the County's needs and meeting their requirements.

Field Supervisors/Crew Foremen

Field supervisors will report to the senior field supervisor. All field supervisors will ensure that all hauling operations comply with local, state, and federal DOT standards in effect at that time and ensure compliance with the Corporate Safety Plan. All supervisors will be responsible to ensure work is conducted only in those areas designated by Polk County. Supervisors will not allow work to commence in additional areas until directed by the County's Authorized Representative.

Supervisors will be responsible for the safety of all personnel and equipment. Supervisors will be responsible for collection of daily personnel and equipment time logs, and their distribution to LGS designated representative(s) with a copy given to Polk County. Supervisors will be responsible for ensuring

accuracy, completing CQC and collecting load/haul tickets and daily load/haul logs from haul truck operators. The supervisor will complete forms.
Crew foremen and project managers will report to their designated supervisor. Foremen will be responsible to ensure work assignments received from their supervisor are completed to the requirements of the Polk County Task Order. Foremen will be responsible for maintaining the daily personnel and equipment time logs.

Equipment

Hauling equipment will include, but is not limited to:

- 16-20 cubic yard dump trucks.
- 21-30 cubic yard dump trucks.
- 30-50 cubic yard tractor trailers.
- 50-75 cubic yard tractor trailers.
- 75-100+ cubic yard tractor trailers.
- Roll-off dumpsters or any other hauling equipment.

The cadre of equipment:
- Is owned or leased
- Is available for movement
- Will be leased in other areas if necessary
- Transportation Plan has been developed

Experience has shown that, for longer haul distances, larger capacity trucks (100 + C/Ys) are more cost effective.

All equipment will be mechanically loaded only, and haul truck beds will be equipped with tailgates constructed of materials (i.e. chain-link fence, safety fence, etc.) that will safely contain debris, allow each haul truck to be loaded to its capacity and also allow rapid dumping of debris from the bed. Any haul truck bed that has or will have vertical extensions installed, will comply with the following restrictions:

Haul truck bed extensions will comply with all applicable local, state and federal laws. Bed extensions, when installed, will be located, and secured to the front-end, left side and right side of the bed. Bed extensions will not extend beyond 24 inches above the manufacturer's bed height. Bed extensions will be constructed of not less than 2" x 6" lumber placed flush against the manufacturer's bed and each subsequent piece of lumber to withstand loader impact. Lumber will be secured to the manufacturer's bed with angle or channel iron and bolts. Each side extension will be secured with metal brackets and bolts to the front-end extension. All supervisors will utilize the check sheet provided by LGS Safety Officer to ensure all safety equipment is maintained and operable on all debris hauling equipment to ensure compliance with the Corporate Safety Plan.

Past experience has shown that, for longer haul distances, larger capacity trucks (100 + C/Ys) are more cost effective.

All equipment will be mechanically loaded only, and haul truck beds will be equipped with tailgates constructed of materials (i.e. chain-link fence, safety fence, etc.) that will safely contain debris, allow each haul truck to be loaded to its capacity and also allow rapid dumping of debris from the bed. Any haul truck bed that has or will have vertical extensions installed, will comply with the following restrictions:

Haul truck bed extensions will comply with all applicable local, state, and federal laws. Bed extensions, when installed, will be located, and secured to the front-end, left side and right side of the bed. Bed extensions will not extend beyond 24 inches above the manufacturer's bed height. Bed extensions will be constructed of not less than 2" x 6" lumber placed flush against the manufacturer's bed and each subsequent piece of lumber to withstand loader impact. Lumber will be secured to the manufacturer's bed with angle or channel iron and bolts. Each side extension will be secured with metal brackets and bolts to the front-end extension. All supervisors will utilize the check sheet provided by LGS Safety Officer to ensure all safety equipment is maintained and operable on all debris hauling equipment to ensure compliance with the Corporate Safety Plan.

Maintenance/Fuel Vehicles and Personnel

Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel and to provide all required field maintenance to ensure equipment operations.

Operations

All field supervisors will ensure that all debris-hauling operators are licensed and/or certified to operate the required equipment. All debris-hauling operators will be given area maps designating assignment/authorized areas of operations as well as transport routes designated and/or approved by Polk County. All debris haul operators will visibly display colored signs provided by LGS and, if applicable, Polk County. LGS signs are secured, weather-proof signs will be placed on the driver and passenger doors of the vehicle cab. Any signs provided by the County will be displayed on both sides of the forward most section of the vehicle bed, unless otherwise directed by the County. All signs will be removed from the exterior of the vehicle, at close of business each day and secured by the driver to prevent theft or loss.

Colored paper signs/passes will be displayed on the driver's side windshield of each vehicle. The color of the sign/pass is subject to change, without notice, to ensure quality control measures regarding authority to enter work sites. Each sign/pass will contain the following information: company logo, contract location, the County's name, contract number, truck number, date of issue, supervisor name/signature.

All debris pick-up and haul operators will maintain the numbered debris hauling/transportation documentation/verification form "LGS Debris Transportation". Each form contains directions, which should be followed. All supervisors will be responsible to ensure that all employees utilizing and/or inputting information on the form are procedurally trained. It will be each supervisor's responsibility to maintain a supply of the required number of forms. Forms will be distributed by supervisors/foremen to debris haul operators during debris pick-up operations. All debris haul operators will maintain daily ticket/haul records to be turned into field supervisors, with copies of load tickets at close of business each day.

Reduction and Site Management

Debris Staging

Debris staging sites, TDSRS, will be located, acquired, and designated by Polk County unless specified otherwise. Construction of TDSRS elements will commence immediately upon receipt of a Task Order and Notice to Proceed from the County. LGS will ensure that TDSRS construction will be accomplished as rapidly as possible, because of the criticality of staging sites to the debris removal process as a whole.

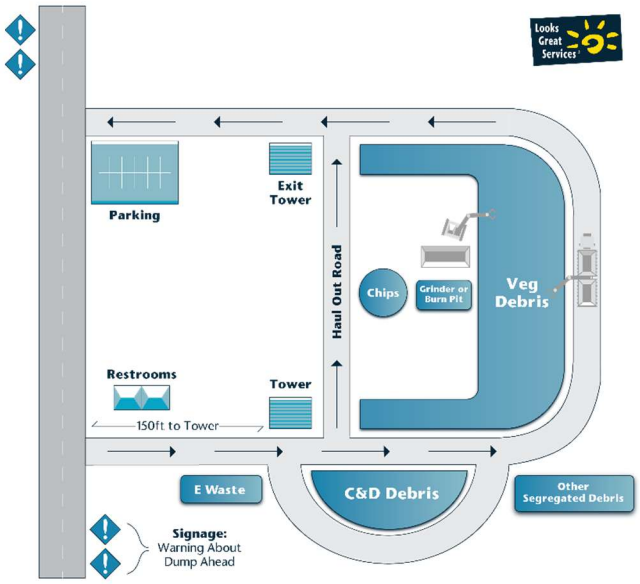


Figure 2: TDSRS Sample Layout

Field Supervisors/Crew Foremen

Field supervisors will report to the senior field supervisor. Debris staging site supervisors (TDSRS Managers) will be responsible for management of all operations of the TDSRS to include site safety, haul load inspection, segregation, traffic control, dumping, reduction, security, and remediation. Supervisors will be responsible for the safety of all personnel and equipment to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

LGS Supervisors will be responsible for collection of daily personnel and equipment time logs, and their distribution to LGS designated representative with a copy given to Polk County. LGS Supervisors will be responsible for collecting load/haul tickets and daily load/haul logs from haul truck operators. Inspection tower personnel will complete the forms.

Crew foremen will report to their designated supervisor. Foremen will be responsible to ensure work assignments received from their supervisor are completed to the requirements of the Polk County Task Order. Foremen will be responsible for maintaining the daily personnel and equipment time logs.

Equipment

Debris staging site equipment may include but is not limited to the following:

- Excavators with thumb.
- Track type tractors with root rakes.
- Track type tractors with push blades.
- Farm type tractor with box blade.
- Motor grader.
- Rubber tire loader.
- Tub grinder.
- Brush chipper.
- Air curtain burner.

All equipment will meet current safety standards.

Maintenance/Fuel Vehicles and Personnel

Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations. Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance to ensure equipment operations.

Laborers:

1–2 laborers with specialized hand tools for segregation and separation will accompany each piece of heavy equipment.

Debris Staging Site Key Steps

The following information will be utilized to create a location specific site management plan and site safety plan to accompany this plan.

Site Access

Separate points of ingress and egress should be established if possible. Temporary acceleration and deceleration lanes should be established adjacent to the primary road leading to and from site access points, if approved by Polk County and appropriate authority having jurisdiction over primary road right-of-way. All temporary roads leading to and through the debris staging site should be constructed and maintained for all weather use (i.e. – rock laid roads).

Inspection Towers

Inspection towers will be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. No less than two inspection towers will be utilized at each debris staging site. One tower at point of ingress for use by LGS CQC and the Polk County QA, one tower at point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site. The egress tower should be manned by at least one representative from the County.



Traffic Controls

Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular and pedestrian traffic control. Additional traffic control personnel will be stationed throughout the site, as needed, to enforce proper dumping and prevent personal injury to ensure compliance with the Corporate Safety Plan.

Environmental Protection

LGS' Environmental Protection Plan incorporates such issues as erosion control, hazardous and toxic wastes, dust and smoke control. The Clean Water Act, Storm Water Act, Resource Conservation and Recovery Act, Superfund Amendments and Reauthorization Act and others are incorporated in full by LGS' Environmental Protection Plan. Environmentally sensitive areas (i.e. wetlands, habitat, historical sites) within or in proximity to a debris staging site will be avoided, designated as sensitive, protected, and access restricted to the extent possible from adverse impact. All requirements of pertinent environmental standards will be complied with.

Debris Storage Areas

Debris will be segregated into 5 main areas of concern as follows unless otherwise instructed by Polk County:

- Vegetative debris

- Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance with requirements for reduction of vegetative debris.

- Construction and Demolition (C&D) Debris
  - C&D debris will be dampened prior to dumping and periodically as needed, to comply with local, state, and federal EPA standards.
- Recyclable/salvage
  - Recyclable/salvageable materials, including eWastes, will be stockpiled in accordance with the Polk County Task Order.
- White goods
  - White goods will be stockpiled in accordance with the Polk County Task Order.
- Hazardous and/or toxic wastes (HHW and HTRW)
  - HHW/HTRW will be segregated and stored in a County approved containment area. All site personnel will receive a safety briefing regarding operations involving HHW/HTRW to prevent personal injury and ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. HHW/HTRW containment site perimeter will be posted and secured for personnel safety.

Safety Precautions

Water Trucks

The required number of water trucks will be stationed at each debris-staging site. Water trucks will be utilized to reduce the threat of friable materials from C&D debris being released into the atmosphere. Water trucks will be utilized to reduce the threat of fire from all types of debris. If necessary, water trucks will be utilized in fire suppression operations. Water trucks will be utilized to dampen areas, including temporary roadways, to suppress dust from trucks entering and leaving the TDSRS.

Fire Suppression Equipment

Fire extinguishers will be located throughout each debris staging site as required by the site management plan, site safety plan, OSHA requirements and the Polk County Task Order. All debris staging site personnel will be trained in incipient fire suppression operations and safety procedures, to include operation of fire extinguishers and water trucks and to ensure compliance with the Corporate Safety Plan.

Debris Segregation

This section discusses the guidelines for debris segregation not already discussed previously in this plan.

Street/road Level Segregation

All foremen will direct debris removal personnel to segregate debris into six areas:

- Vegetative debris
- C&D debris
- Recyclable/salvageable materials
- White goods
- HHW
- eWaste

Segregation of debris at the street/road level will not take precedence over completing street/road debris removal operations in a safe and rapid manner. All personnel conducting debris segregation at the street/road level will receive a safety briefing on potential hazards and injury prevention to ensure compliance with the Corporate Safety Plan.

Debris Segregation at Staging Sites

Staging site supervisors will ensure that all debris haul operators deposit debris in areas designated for the type debris hauled. Debris hauled to staging sites in mixed loads will be segregated by heavy equipment when possible and by hand crew when necessary.

Vegetative debris will be placed into two separate piles:

- The first pile (pile one) will be the dumping point until enough has been accumulated to commence a continuous reduction operation.
- Pile two will be started and accumulated until the reduction of the pile one has been completed.
- At which time, dumping of vegetative debris on pile two will cease and pile one will be replenished. This rotation will continue until the task is completed.
- All personnel involved in vegetative debris segregation operations will receive a safety briefing for all effected job to ensure compliance with the Corporate Safety Plan.
- C&D debris will be placed into one or more piles, as required, to reduce the threat of a fire conflagration until it is reduced or disposed.

LGS will consult with the County, local fire officials and pertinent environmental officials regarding the requirements for stock piling of C&D debris.

White goods will be segregated, as required by the Polk County Task Order. White goods will be placed and stored until instructed by the County as to its final disposition.

Salvageable/recyclable materials will be segregated, as required by the Polk County Task Order. Salvageable/recyclable materials will be segregated and stored until instructed by the County as to its final disposition.

HHW/HTRW will be segregated and stored in a County approved containment area. All site personnel will receive a safety briefing regarding operations involving HHW/HTRW. The HHW/HTRW containment site perimeter will be posted and secured for personnel safety and to ensure compliance with the Corporate Safety Plan as well as the LGS Corporate Environmental Protection Plan. HTW will be segregated and stored until instructed by the County as to its final disposition.

Please see the diagram below for Debris Accountability.

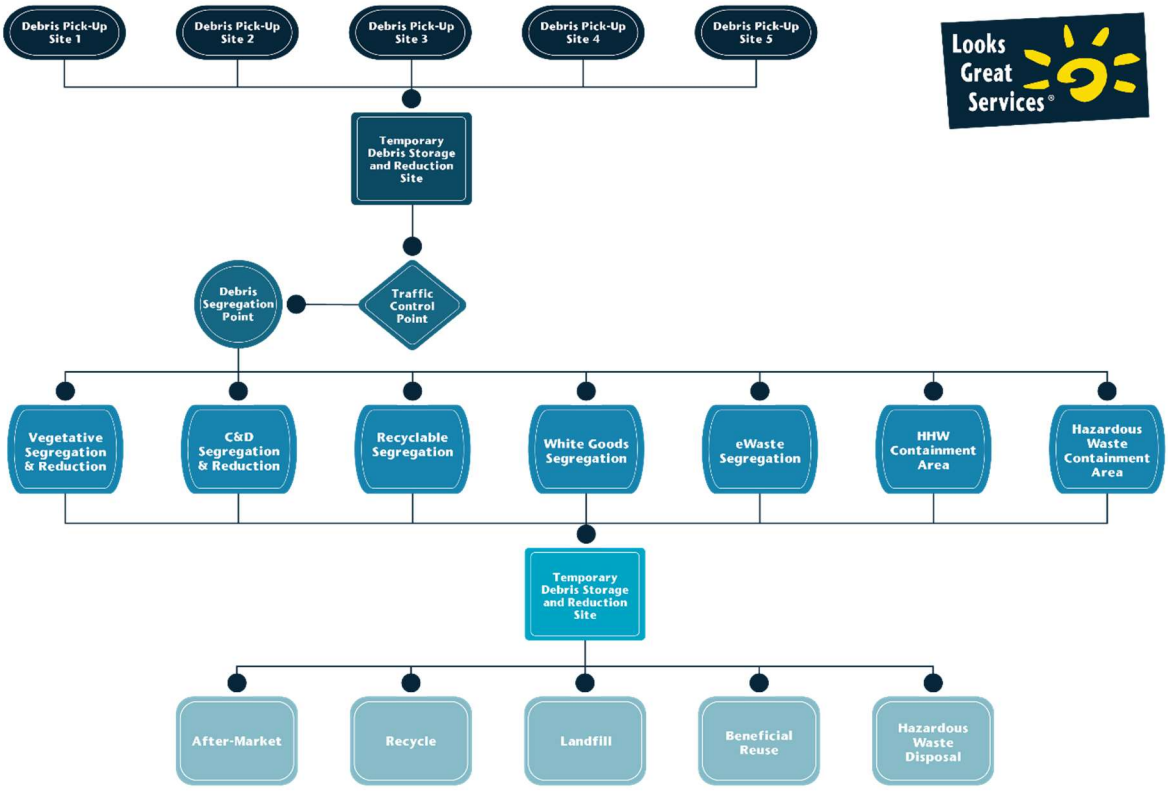


Figure 3: Debris Accountability Flow Chart

Debris Reduction

This section discusses guidelines to be followed during debris reduction operations not already addressed in this plan. If required by a Polk County Task Order or Notice-to-Proceed, night operations may be conducted. Night operations will be limited to reduction of debris by burning. Night operations will only be conducted upon a determination by the LGS Safety Officer and concurrence by Polk County, that such operations may be conducted in a safe manner.

Grinding, Chipping and/or Shredding Operations

Grinding, chipping, and/or shredding operations will be accomplished on all vegetative debris not reduced by burning operations. Grinding, chipping, and/or shredding operations are the preferred method of reduction for vegetative debris to accomplish environmental resource conservation through recycling/salvage of wood chips. Although this operation is preferred for environmental purposes, it is also the most time consuming and costly reduction operation due to material handling and haul disposal costs after reduction operations have been accomplished. Grinding, chipping, and/or shredding of C&D materials is prohibited by and within numerous jurisdictions. Grinding, chipping, and/or shredding operations will be accomplished on the type of debris (vegetative and/or C&D) as directed by the Polk County Task Order.

Grinding, chipping, and/or shredding of vegetative debris will be accomplished on the piles of vegetative debris as set out below:

- Vegetative debris will be placed into two separate piles.
    - The first pile (pile one) will be the dumping point until a sufficient quantity has been accumulated to commence a continuous reduction operation.

- Pile two will be started and accumulated until the reduction of the pile one has been completed.
    - At which time, dumping of vegetative debris on pile two will cease and pile one will be replenished. This rotation will continue until the task is completed.

All LGS personnel involved in vegetative debris grinding, chipping, and/or shredding operations will receive a safety briefing for all affected job functions.

A track-type tractor with blade or a rubber tire loader will pick-up, and stockpile chips for temporary storage. Chips will be loaded out and hauled to a final disposal site as quickly as possible to reduce the threat of a fire. All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan and the Polk County Task Order. Water trucks will be utilized to reduce the threat of fire from all types of debris. If necessary, water trucks will be utilized in fire suppression operations.

Debris Disposal

Debris disposal is the pre-planned, pre-approved operation of placing debris in approved disposition sites.

Debris disposal operations can be segmented into three distinct operations:

- Haul to and tip at debris disposal site.
- Physical operation of debris disposal site.
- Augmentation of debris disposal site permanent staff and equipment.

Disposal Site(s)

A disposal site may be a dump and/or a landfill owned and operated by private or public sectors.

Non-burnable debris will be disposed only at a dump and/or landfill designated to receive materials other than toxic hazardous waste.

Equipment

Debris disposal hauling equipment will include, but is not limited to:

- 16-30 cubic yard dump truck
- 30-100 cubic yard tractor-trailer or other such haulers as Polk County may direct.

Past experience has shown that the farther the haul distance, larger capacity trucks are more effective. All haul truck beds will be equipped with tailgates constructed of materials (i.e. chain-link fence, safety fence, etc.) that will safely contain debris, allow each haul truck to be loaded to its capacity and allow rapid dumping of debris from the bed.

Any haul truck bed that has or will have vertical extensions installed, will comply with the following restrictions:

- Disposal haul truck bed extensions will comply with all applicable local, state, and federal laws.
- Bed extensions, when installed, will be located, and secured to the front-end, left side and right side of the bed.
- Bed extensions will not extend beyond 24 inches above the manufacturer's bed height. Bed extensions will be constructed of not less than 2"x6" lumber.
- All disposal trucks will be mechanically loaded and pre-measured and accepted by Polk County before being utilized in debris removal operations.

Maintenance/Fuel Vehicles and Personnel

Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations. Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance to ensure equipment operations.

Safety

All supervisors and/or foremen will utilize the check sheet provided by the assigned LGS Safety Officer to ensure all safety equipment is maintained and operable on all debris disposal hauling equipment and to ensure compliance with the Corporate Safety Plan.

Operations

All field supervisors will ensure that all debris disposal-hauling operators are licensed and/or certified to operate the required equipment. All debris disposal operators will be given area maps designating assignment/authorized areas of operations as well as transport routes designated and/or approved by Polk County. All debris disposal haul operators will visibly display colored signs provided by LGS and, if applicable, Polk County. LGS signs are weatherproof signs to be placed on the driver and passenger doors of the vehicle cab. Any signs provided by Polk County will be displayed on both sides of the forward most section of the vehicle bed, unless otherwise directed by the Polk County Task Order/NTP.

All signs will be removed from the exterior of the vehicle at close of business each day and secured by the driver to prevent theft or loss. Signs will be replaced on the vehicle at the beginning of the workday. Colored paper signs/passes will be displayed on the driver's side windshield of each vehicle. The color of the sign/pass is subject to change, without notice, to ensure quality control measures regarding authority to exit work sites and enter disposal site(s).

All debris disposal haul operators will maintain the numbered debris hauling/transportation documentation/verification form(s). Each form contains directions, which should be followed. All supervisors will be responsible to ensure that all employees utilizing and/or inputting information on the form are procedurally trained. It will be each supervisor's responsibility to maintain a supply of the required number of forms. Forms will be distributed by supervisors/foremen to debris disposal haul operators during loading operations and after completing the applicable sections on the aforementioned documentation forms.

All debris disposal operators will maintain daily ticket/haul records to be turned into field supervisors, with copies of load tickets at close of business each day.

Management of HHW, HTRW, White Goods, E-wastes, Automobiles, Putrefied Foods, Tires, Gasoline, and Powered Tools

LGS Environmental Experience

LGS has experience with Hazardous Waste Storage and collection. LGS was contracted to develop a plan to handle household hazardous waste (HHHW) collection for the City of Houston during a major flood event. Upon plan approval, LGS mobilized to collect the HHW from all areas of the city. LGS mobilized 85 technicians and all equipment necessary to carry out the plan, which involved approximately 46,000 residential structures. LGS established a collection point and command center to manage the event. Plans were implemented to complete a sweep of all affected areas of the city for the collection of HHW. Crews were equipped within 48 hours and mobilized to the collection area. LGS personnel created grids and mapped the areas for each crew to work daily. Crews were directed into various areas of the city based on damage and debris recovery activities. Collection crews separated HHW from other debris and staged the segregated items for pick up. The entire affected area of the city was covered in one sweep and HHW was successfully kept out of the landfills used to handle organic debris. Contaminants included cyanides, acids, pesticides, hydrocarbons, hydrocarbon derivatives, bases, etc.

- White Goods: LGS has successfully completed numerous similar projects and is confident in our ability to perform the scope of work associated with this project. As with projects of this nature, it is essential to understand the health effects of the exposure to bacterial pathogens. Though like blood borne pathogens, many bacteria are difficult to visualize and are more easily transmitted through general contact. Often, individuals will fail to recognize the symptoms associated with bacterium exposures and consequently mistreat or mistake the symptoms as that of the common cold. However, individuals who fail to recognize the exposure may experience an extended recovery period and the conditions may actually grow more severe. All personnel that LGS will use in the completion of this project understand the effects of this type of exposure. LGS will evaluate and provide, as required, booster shots to prevent associated disease. (E.g. hepatitis)

- Health and Safety: LGS takes the health and safety of their employees seriously with a site health and safety plan being developed and approved for each project prior to mobilization. All of LGS' personnel working with hazardous materials have completed at least 40 hours of OSHA- required hazardous waste operations training per 29 CRFR 1910.120. LGS has also has a substance abuse policy and program in place, which meets or exceeds Government Requirements.

Household Hazardous Waste (HHW)

Household Hazardous Waste (HHW) is excluded from the definition of Hazardous Waste and therefore does not require the same collection or handling procedures as Hazardous Waste.

Acceptable Materials include, but are not limited to:

- Batteries
- Waste Oil
- Waste Fuels
- Paint
- Chemicals
- Antifreeze
- Pesticides
- Spray Cans
- Unidentified Liquids
- Household Cleaners

Collection Points (To be identified by the KO)

Once the collection points are identified, LGS will set up/staging for the containment areas. The waste will be identified, labeled and segregated for disposal.

A Certified Hazardous Materials Manager (CHMM) will be on site receiving and segregating wastes, sorting to waste containers in accordance with the waste disposal contract. The CHMM will also make sure all waste containers are properly labeled, the area has warning signs and hours posted, track receipts, maintain a facility log, conduct storage facility inspections, limit access, maintain the site in a clean and orderly condition and have hazardous waste clean-up ready and available at a moment's notice at all times. The on staff CHMM will also make sure that the storage HHW is open seven days a week for a minimum of 8 hours per day. LGS will ensure that all regulations are followed.

Collection of HHW

Crews (1-truck, 2-technicians) will make passes through the affected areas. The crews will be assigned a mapped area in which they will make their sweeps. Once the team has a full load, they will return to the collection sites to off-load materials.

Contractor Site Specific Safety and Health Plans, Accident Prevention Plans, and Safety Management Manual

LGS has a current comprehensive safety manual to support our corporate safety program. LGS updated our company Site Specific Safety and Health Plan (Accident Prevention Plan/Safety Assurance Policy and Procedure Manual) in the early Spring of 2013 after contracting with the USACE NAD/New York District Debris RFO for Hurricane Sandy. Using the most recent edition of EM 385-1-1, the following is a summary of our complete Site-Specific Safety and Health Plan, a template suitable for project customization and deliverable to the Polk County within three (3) days after receipt of Notice to Proceed. While referred to as a template, our APP/Safety Assurance Plan is a working and active program for the company. Selected excerpts from LGS' 122-page APP/Safety Assurance Plan starts in section 3.4.1, much of the outline has been included for topical review, given proposal space limitations. LGS works to create a “safety culture” in our company. Every employee is empowered to stop a task where there is a risk of severe injury or death. Safety training and pre-task safety orientation are essential elements of the LGS safety program.

Accident Prevention Program

(Refer to contract clause entitled, "Accident Prevention" (FAR 52.236-13).) Within three (3) days after receipt of Notice of Award of the contract task order, four copies of the Accident Prevention Program will be submitted to the Contracting Officer for review and acceptance.

Before initiation of work on the task order, a site specific, Accident Prevention Plan (APP) with appropriate appendices written in English by the Prime Contractor for the specific work and hazards of the contract task order and implementing in detail the pertinent requirements of the most recent edition of EM 385-1-1 will be reviewed and found acceptable by the Government.

Designated Authority (GDA)

APPs will be developed and submitted by LGS in the formats provided in the most recent edition of EM 385- 1-1. The APP will address each of the elements/sub-elements in the outline contained in the order that they are provided in the manual. If by the nature of the work an item is not applicable, LGS will state and provide a justification for why that element/sub-element is not applicable.

The APP will be developed by qualified personnel and will be signed in accordance with EM 385-1-1. LGS will be responsible for documenting the qualified person's credentials. The APP will be job-specific and will include work to be performed by subcontractors and measures to be taken by LGS to control hazards associated with materials, services, or equipment provided by suppliers.

LGS will not commence physical work at the site until the program has been accepted by the Contracting Officer, or his/her authorized representative.

Accident Investigations and Reporting

Refer to EM 385-1-1, Section 01.D. Accidents will be investigated, and reports completed by the immediate supervisor of the employee(s) involved and reported to the Contracting Officer or his/her representative immediately and the accident report submitted on ENG Form 3394 within one working day after the accident occurs. All data reported must be complete, timely and accurate. A follow-up report will be submitted when the estimated lost time days differ from the actual lost time days.

Our accident investigation procedures require immediate reporting to our corporate HR manager. In the absence of the HR manager, our Corporate COO will be contacted. Each vehicle operating on a Looks Great Services project has a notebook with required documentation that must be filled out at the accident scene and provided to our corporate office. If it happens to be an accident with injury, the HR Director or their designee will immediately deploy to the accident scene to investigate and fill out the required documentation. This is corporate policy.

The Looks Great Services safety responsibilities encompass all project activities including those of subcontractors. Requirements of the Looks Great Services Safety System include this Accident Prevention Plan, Activity Hazard Analyses, site specific hazard plans, safety policies, procedures, the requirements of EM 385-1-1, rules, standards, safe work practices, as well as federal/state/OSHA requirements and other pertinent safety and health regulations. LGS' objective, through our safety management, training, and execution is to create a "safety culture" in the company. Our safety record indicates our success. To enhance deployment of the Looks Great Services Safety System in subcontractor organizations, Site Safety and Health Officer ensures that each subcontractor:

- Assigns all employees and personnel with all the safety qualification requirements, responsibilities, and authority as Looks Great Services employees.
- Complies with the training requirements.
- At the time of mobilization, provide a list of the Supervisors names and contact numbers. This list will be kept current and provide phone numbers where the Supervisors can be reached 24 hours a day, 7 days a week for emergency purposes.
- Receives a site specific operational and safety brief before starting work at the site.

The subcontractor may not delegate project-related safety responsibilities to any other organization.

Disaster Debris Waste Reduction and Recycling Strategy

Recycling and Reuse

Disaster debris waste reduction and recycling are key and essential components of disaster response operations. The volume of disaster debris can quickly overwhelm the logistics of quickly moving and disposing of the materials. LGS is organized and fully equipped to deal with ferrous and non-ferrous metal debris, soil, construction and demolition material, composting material, and hazardous materials. LGS has extensive and comprehensive experience in waste management as shown in our past performance supporting disaster events. Our teaming agreement scopes of work show the exceptional breadth and depth of the LGS team's capability to manage and execute recycling and reuse operations.

Recycling and reuse strategies involve diverting material from the disposal stream and reusing it. The recycling and reuse of disaster debris is most often limited to metals, soils, and construction and demolition debris. Recycling and reuse debris types are described below.

- Metals: Most nonferrous and ferrous metal debris is suitable for recycling. Metal maulers and shredders can be used to shred automobiles, trailer frames, trailer parts, appliances, building materials and other metal items. Ferrous and nonferrous metals are separated using an electromagnet and then sold to metal recycling firms.



- Soil: Soil can be combined with other organic materials that will decompose over time. This procedure produces significant amounts of material, which can be sold, recycled back into the agricultural community, or stored onsite to be used as cover when the site is returned to its pre- incident state. In agricultural areas where chemical fertilizers are used heavily, recovered soil may be too contaminated for use on residential or existing agricultural land. Jurisdictions should consult with their local health department to establish what monitoring and testing is necessary to ensure that soil is not contaminated with chemicals. If the soil is not suitable for agricultural or residential use, it may ultimately need to be disposed of at a permitted landfill.



- Construction and Demolition: Concrete, asphalt, and masonry products can be crushed and used as base material for certain road construction products, or as trench backfill. Debris targeted for base materials needs to meet certain size specifications as determined by the end user. Clean wood products used in construction can also be chipped or ground and used as mulch or hog fuel.



- Composting: Composting is the controlled decomposition of organic materials, such as leaves, grass, wood, and food scraps, by microorganisms. The result of this decomposition process is compost – a crumbly, earthy smelling, soil-like material. Yard trimmings and food scraps make up about 25 percent of the waste generated in the average household; composting can greatly reduce the amount of waste that ends up in landfills or incinerators. A section of DMSs should be reserved to receive compost material after a disaster. Composting can be used not only for backyard garden soil additives, farmlands, highways, and other landscaping projects, it can also be put to many innovative uses. Jurisdictions using composting to reduce organic material need to be aware of, and prepared to mitigate, several hazards, which include spontaneous combustion of piles and vector control for rodents.



Volume Reduction Methods

LGS will employ the full range of options and capabilities to reduce the volume of debris waste material quickly, efficiently, and effectively. The methods employed will include chipping, grinding and/or shredding and incineration.

Volume reduction methods reduce the volume of disaster debris (including vegetative debris, construction demolition debris, plastics, rubber, and metals) to decrease impact on disposal facilities or create opportunities to reuse debris. Descriptions of volume reduction methods are as follows:

- Chipping, Grinding and/or Shredding: Effective chipping, grinding and/or shredding can reduce the waste volume by up to 75 percent. We have assembled the team, the equipment and capability to process material in large volumes immediately upon issue of the NTP. LGS has an organic capability based on our past performance and experience in disaster recovery at the federal, state, and local level as shown in our past performance. In addition to our own capabilities, we have outstanding small business subcontractors who will support the LGS team in chipping, grinding and/or shredding the debris that is suitable for this method. We have equipment that can be quickly moved to the operational area to facilitate volume reduction. The equipment includes several high-quality, modern pieces of volume reduction equipment. In addition, we will put preexisting contracting in place to lease or buy additional equipment if necessary to support operations. We will work with Polk County, stakeholders, and potential users and purchasers of the reduced material in disposing of it quickly and cost-effectively for recycling and reuse applications. The benefit of using a reduction method can be increased by identifying alternate uses for the residual material. The ability to use recycled wood chips as mulch for agricultural purposes, fuel for industrial heating, or in a cogeneration power plant helps to offset the cost of the reduction operations. Jurisdictions using chipping, grinding and/or shredding to reduce the volume of vegetative debris must be careful to ensure that contaminants such as plastics, soils, rocks, and special wastes are not present in the vegetative debris after processing. LGS has state of the art technology to separate contaminants from vegetative debris to produce a clean product for beneficial reuse. Care must



also be taken when reducing construction and demolition debris to ensure that it does not contain hazardous materials, such as asbestos or lead.

- Incineration: Air curtain pit incineration, portable incinerators, and controlled incineration in rural areas are all methods for reducing disaster debris. The decision to use incineration as a reduction strategy for some types of debris would be made by the Clean Air Regulatory Agency. We will use all appropriate incineration options upon approval by Polk County and local authorities. LGS has extensive experience in all types of incineration. We understand the risk, the techniques to reduce the risk, and critical need to work with Polk County and local authorities. However, we understand that incineration, when properly employed, can be a valuable tool in reducing the volume of debris and restoring public safety and health in disaster areas. It is a process we have used extensively and effectively in disaster management operations. Potential incineration methods include Hog Fuel Incinerators, Air Curtain Pit Incineration, Pre-permitted Portable Incinerators and Rural Controlled Incineration.



Open Air Incineration – Katrina 2005

Problem Waste Processing and Disposal

Problem waste, such as pathogenic waste; white goods; household hazardous waste; or biological or nuclear waste, requires additional handling before it can be processed or disposed of and will vary depending on the type and scope of the debris-causing incident. During debris processing, problem waste should be removed and stored in a secure location until it can be disposed of properly. Because of their prevalence during debris-causing incidents, several types of waste warrant further discussion:

Vegetative Mulching - MS Tornadoes 2017

- Household Hazardous Waste (HHW): HHW has been prevalent during past disaster debris causing incidents. Task Order specific strategies need to be developed to collect and store HHW during disaster debris operations. The actual approach and methodology for handling HHW, HTRW and other specialized wastes are in Section 3.2 of this proposal.



- White Goods: White goods (including refrigerators) are commonly discarded after debris-causing incidents because they no longer function or as a result of extended power outages that cause their contents to decompose. Refrigerators are often processed in groups to remove the refrigerant along with any food waste, before being recycled.



- Electronic Waste (E-waste): E-waste may contain a variety of potentially toxic chemicals, including heavy metals and polychlorinated biphenyls (PCBs). EPA has specifically classified cathode ray tube (CRT) monitors as hazardous waste, and other electronic components may also qualify. Whenever possible, E-waste should be separated from other waste and recycled by an e-waste processor.



- Treated Wood: Treated wood includes different types of building material, including telephone poles, railroad ties, fence posts, and wood used to construct docks. Care needs to be taken to ensure treated wood is not chipped, shredded, mulched, composted, incinerated, or disposed of in unlined landfills during processing and disposal.



- Gypsum Drywall: When gypsum deteriorates in landfills it can create hydrogen sulfide gas, which poses an explosion and inhalation hazard. Large amounts of drywall are often created during storms and floods. Landfill managers must be aware of this and implement the proper precautions. If possible, gypsum drywall should be recycled rather than disposed of in a landfill.



- Asbestos: Regulations for asbestos handling are well established by several different local, state, and federal agencies, including Ecology and the Clean Air Regulatory Agencies. After a major debris- causing incident, asbestos inspections may not be possible prior to demolition, resulting in an increased risk to public health. Jurisdictions should work with the Clean Air Regulatory Agency and local public health agencies to ensure waste that possibly contains asbestos is properly handled and disposed of.



- Human Waste: Following a disaster that disables water, sewer, or septic systems, citizens may have human waste stored in containers that require disposal. This is considered biohazardous waste that cannot be included in the debris stream. Close cooperation is necessary between emergency managers, local public health officials, and utility personnel to properly collect and dispose of this waste.



Whenever possible, jurisdictions should attempt to segregate hazardous substances from the waste stream as early in processing as possible to prevent contamination of larger amounts of waste.
Jurisdictions undergoing any cleanup effort that includes hazardous waste should consult with their local hazardous waste staff, public health officials, and EPA to ensure the protection of public health.

Debris Sorting and Diversion

When establishing and operating debris management and neighborhood collection sites the site manager is responsible for ensuring appropriate staff are available to monitor debris and ensure debris are sorted into appropriate categories for recycling, reuse, special waste processing, and disposal.

Effective sorting and diversion begin at the point of pickup in neighborhoods and communities. LGS will work with the stakeholders to educate residents who are affected to encourage sorting, when possible, at the point of origin. LGS has established the organization and capability to mobilize quickly with tools, equipment, and PPE to begin the sorting and diversion process immediately upon issue of the NTP. This will ensure immediate positive benefits to the affected communities and reduce the risk of health-threatening pathogens, vermin, and injury from disaster debris. We have organized to deal with all categories of recyclables and reusables quickly and effectively, waste requiring special processing and waste that can be immediately disposed of. Effective sorting in the early stages of the debris removal process will optimize resource utilization, improve health and safety, and reduce the logistics burden of moving large volumes of debris quickly. Our company's profile, our past performance and supervision, and our small business teaming relationships illustrate our capacity to perform this critical task.

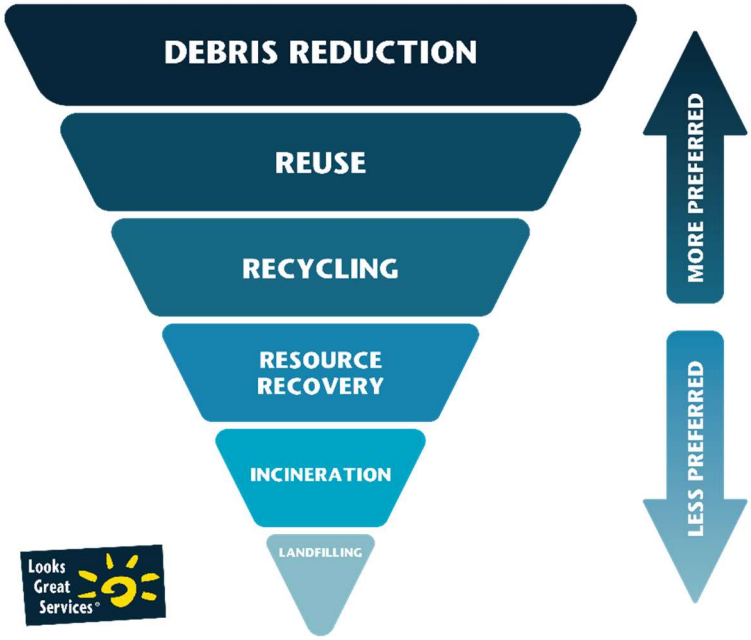


Figure 4: Solid Waste Management Hierarchy

*Diversion of optimal MSW from landfills and incineration should be part of the any comprehensive solid waste disposal plan as incineration is an outmoded 1980's technology. The U.S. Environmental Protection Agency (EPA) does not consider waste to energy (WTE) incineration to be a recognized form of recycling. While there are a few states that legislatively consider WTE to receive some recycling credit, WTE creates airborne pollutants that are toxic and generate volume of 27% of toxic ash that must be permanently landfilled.

Tab 6 – Project Management

Key Personnel

Looks Great Services of MS, Inc. is proud to present a highly experienced and capable team to support Polk County's disaster debris management needs. Each key individual brings substantial expertise in emergency response, large-scale debris operations, and FEMA compliance.

- **Kristian Agoglia – Vice President (Principal-in-Charge)**
  Mr. Agoglia has over 20 years of hands-on experience in disaster response and vegetation management. As Vice President and co-founder of Looks Great Services of MS, Inc., he has overseen more than 110 FEMA-eligible projects since 2002, including multi-state storm events and simultaneous recovery efforts. Mr. Agoglia provides executive leadership, strategic oversight, and ensures full compliance with all contractual, safety, and regulatory standards.
- **Sean Hunt – Project Executive**
  Mr. Hunt oversees all facets of the Emergency Response Division. With over 48 FEMA events managed, including Hurricane Katrina and Hurricane Sandy, he specializes in coordinating large-scale response operations, budget oversight, and ensuring all project phases—from mobilization to closeout—are completed on time and within scope.
- **Adam Ham – Project Manager**
  Mr. Ham brings expertise in managing multimillion-dollar disaster response efforts. At LGS, he has led cleanup operations for Hurricane Idalia and Hurricane Ian, overseeing the removal of over 3 million cubic yards of debris. His responsibilities include scheduling, quality control, client communication, field crew supervision and subcontractor supervision.
- **Spencer Stovall – Project Manager**
  Mr. Stovall has extensive experience of managing disaster debris removal projects across Florida and the Southeast. His leadership in debris tracking, TDMS operations, and client coordination during events such as Hurricane Idalia has resulted in successful project delivery and ongoing partnerships with local governments.
- **Max Elkins – Executive Director of Contracting**
  Mr. Elkins oversees all bidding and estimating operations and supports contract execution and financial controls. His background in auditing and large-scale contract management ensures precision in pricing, forecasting, and compliance. He also manages financial tracking across multiple utility and debris-related contracts.
- **Paul Pickett – Compliance Officer**
  Mr. Pickett has over two decades of construction and contract management experience, including serving as the Director of Construction & Maintenance for the Mississippi Department of Public Safety. He oversees project documentation, and ensures all federal, state, and local regulations—including FEMA reimbursement guidelines—are strictly followed.
- **Jenn Bass – Safety Director**
  Reporting directly to Vice President Kristian Agoglia, Ms. Bass leads all safety planning, field inspections, and OSHA compliance efforts. She enforces job site safety protocols, conducts employee training, and maintains real-time documentation of compliance records to ensure a culture of safety across all project sites.

Why Choose Looks Great Services?

With decades of experience in disaster response, a deep bench of pre-qualified subcontractors, and a flawless safety and compliance record, Looks Great Services is uniquely positioned to support Polk County's recovery efforts efficiently, professionally, and in full compliance with FEMA regulations. Our proposed project team brings not only the technical expertise and field-tested leadership necessary for large-scale debris operations, but also a clear understanding of Polk County's specific project requirements, reporting expectations, and regulatory standards. This insight ensures a seamless, proactive approach to execution and accountability from day one.

Core Capabilities

Looks Great Services of MS, Inc. (LGS) is a full-service disaster response contractor with deep expertise in FEMA-compliant debris operations. Our core capabilities include:

- **Emergency Roadway Clearance:** Rapid deployment of crews and equipment to reopen critical roads within 24–70 hours of event onset.
- **Vegetative & C&D Debris Removal:** Collection, hauling, and disposal of debris from rights-of-way and eligible private properties.
- **Hazardous Tree Services:** Removal of storm-damaged trees, limbs, and stumps posing threats to public safety.
- **Demolition Services:** Decommissioning and demolition of structurally compromised buildings, including RACM/non-RACM structures, with full regulatory compliance.
- **Debris Management Site (DMS) Operations:** Site setup, operation, and debris reduction through grinding, controlled burning, ACI, and compaction.
- **Hazardous Waste Handling:** Removal and disposal of HHW, white goods, e-waste, dead animals, and contaminated debris.
- **Waterway & Beach Restoration:** Marine debris recovery and sand screening/replacement for shoreline restoration.
- **FEMA Documentation & Regulatory Compliance:** Proven record of maximizing federal reimbursement through precise compliance with FEMA, OSHA, EPA, and FDEP regulations.

Project Understanding & Scenarios

As part of this solicitation, management plans for Event Types are provided to describe what actions will be taken. LGS has put in place a Technical Approach and a Debris Management Plan that are applicable to any type of event, no matter the severity. Please refer to the Technical Approach, Debris Management Process Plans and Procedures, Geographic Area Management, Contractor Site Specific Safety and Health Plans, Quality System Management, and Disaster Waste Reduction and Recycling Sections in the following pages for an in-depth explanation of this management plan. The plans mentioned above are included in the Technical Approach and Debris Plan of this proposal and are designed to be adaptable and scalable based on any type of event.

Spot Jobs – Localized

In this scenario, the Project Manager will begin performing damage assessments with the County's representatives and monitoring company. The PM will then begin coordinating logistics with the County and landfills. Further, the PM will be determining the number of crews needed to provide removal, hauling, and/or reduction of localized debris. This includes activating local subcontractors for immediate resources as needed. LGS will be assisting government resources as well. For an in-depth breakdown of the debris operations, please see the Debris Management Plan of this proposal.

Small Event

This will entail the same steps as in the Localized event above but will have the addition of a debris management site. LGS will coordinate with the County a debris site(s) for stockpiling debris that will allow for ideal haul routes, meet federal, state, and local regulations, and provide a layout to unload debris in the most efficient manner. A site management supervisor will be provided to oversee and maintain the site operations. In this scenario, LGS will utilize "zones" for debris removal as mentioned in the Debris Plan. This will allow for organized operations and presence throughout the County simultaneously. Reduction will be completed by way of grinding or burning. In the event there is C&D debris, it will be separated and compacted at the debris site. For an in-depth breakdown of the debris operations, please see the Debris Plan of this proposal.

Significant Event

This includes all the scope from the previous event types but will utilize larger scale reduction operations at a designated TDSRS. The PM will help coordinate the location of the debris site. Monitor towers will be placed at the entrance and debris site access roads will be maintained to allow for efficient unloading operations. The grinders or incinerators, if used, will be placed in a location to allow for trucks to unload uninterrupted, but allow for debris to be near maximize production. Chips will then be stockpiled in a separate area so as not to impede traffic but be accessible for loading into walking floor trucks to be disposed of accordingly. Ash will be handled in a manner to not be mixed with soils or become airborne. Disposal will be handled in accordance with DEQ regulations. All FEMA, federal, state, and local regulations will be adhered to throughout the process.

Significant/Catastrophic Events

These events include everything from the previous event types but expand the operations further. Multiple debris sites are possible and will be jointly coordinated. Hauling will be coordinated from Zones and Sectors to each debris site. Hazardous waste will be separated and contained as per regulations. LGS will provide planning and management of all debris removal operations, including traffic control, recycling, and permitting. LGS will utilize a Project Manager (Sean Hunt) with multiple Assistant Managers to oversee the project.

Subcontracting Plan

Corporate Policy

As a Woman-Owned Small Business and DBE, Looks Great Services of MS, Inc. (LGS), in efforts to ensure compliance with FAR Part 19, although as a small business we are not required to do so, and in anticipation of similar requirements as are contained in this solicitation, has previously developed this Local and Small Business Participation Plan (LSBPP) for implementation during operations. This LSBPP shall be made part of and included in any subsequent subcontracts let by LGS where FAR Part 19 applies. In conjunction with this LSBPP, for each contract subject to the FAR, LGS shall develop a contract specific Small Business Subcontracting Plan (SBSP) to ensure compliance and make each subsequent SBSP be attached hereto as a supplement to this LSBPP.

LGS' corporate policy is that all business, whether large or small, be afforded an opportunity for full participation in the free enterprise system, and to implement this policy, LGS is committed to promoting full and equitable participation by qualified small business in the provision of goods and services to Polk County through subcontract to LGS.

In compliance with FAR Part 19, the LSBPP includes, at a minimum:

1) Each subcontracting plan required under 19.702(a)(1) and (2) must include –

    i) Separate percentage goals for using small business concerns and small disadvantaged business concerns as subcontractors;
    ii) The name of an individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual;
    iii) A description of the efforts the offeror will make to ensure that small business concerns and small disadvantaged business concerns will have an equitable opportunity to compete for subcontracts;
    iv) Assurances that the offeror will include the clause at 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (see 19.708(b)), in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $500,000 ($1,000,000 for construction) to adopt a plan similar to the plan required by the clause at 52.219-9, Small Business and Small Disadvantaged Business Subcontracting Plan (see 19.708 (c));
    v) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, and (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report, in accordance with the instructions on the forms.
    vi) A recitation of the types of records the offeror will maintain to demonstrate procedures adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the efforts to locate small and small disadvantaged business concerns and to award subcontracts to them.

2) Contractors may establish, on a plant or division-wide basis, a master subcontracting plan which contains all the elements required by the clause at 52.219-9, Small Business and Small Disadvantaged Business Subcontracting Plan, except goals. Master plans shall be effective for a 1-year period after approval by the contracting officer; however, a master plan when incorporated in an individual plan shall apply to that contract throughout the life of the contract.
3) For contracts containing options, the cumulative value of the basic contract and all options is considered in determining whether a subcontracting plan is necessary (see 19.705-2(a)). If a plan is necessary and the offeror is submitting an individual contract plan, the plan shall contain all the elements required by 19.704(a) and shall contain separate parts, one for the basic contract and one for each option.

Methods to Determine Qualified Subcontractors

LGS will use a prequalification process to determine the subcontractors to meet Federal and Local goals as per the specifications in the RFP. The prequalification process will provide a way to select subcontractors that meet the requirements set forth by the governing bodies. The prequalification process will look for the following:

1) Familiarity with Certified Payroll;
2) Certified Small Business classification (as applicable)
3) Worker's Comp and Liability Insurance are in place as required;
4) Adequate equipment to perform work according to the specifications;
5) Ability to maintain equipment;
6) Ability to put a safety plan in place as required.

LGS will also work with the County and other governing bodies in prequalification process in order to assemble the best possible team to perform the work.

Inclusion of FAR 52.219-8

LGS will include contract clause FAR 52.219-8 in all subcontracts that offer further subcontracting opportunities and will require all subcontractors (except small business concerns) that receive contracts more than $500,000.00 ($1,000,000.00 for construction) to adopt a plan similar to the LGS Small Business Subcontracting Plan (SBSP) and as required by FAR 52.219- 9, Small Business and Small Disadvantaged Business Subcontracting Plan.

Good Faith Efforts

Having utilized small business subcontractor support on past projects, LGS has developed and maintained an extensive subcontractor database. To expand this database and include more SB and DBE concerns in the impacted areas, additional published electronic data resource information has been and will continue to be used in our operations nationally. Documentation of our outreach programs supporting SB subcontracting efforts, Letters of Commitment and other periodic internal reports will be maintained by LGS and shall be available for review at any time by the government.

Many of the services required under this solicitation will be performed using our own internal resources and our team's existing nationwide personnel, facilities, and equipment. However, LGS has already reached out to local SBs and DBEs in response to this RFP. A list of local business concerns, including SBs and DBEs are included at the end of this section. LGS takes great pride in our long history of rapidly mobilizing and effectively managing large teams of subcontractors.

Services and Supplies to Subcontract

LGS plans to subcontract a portion of the following item(s) in relation to the goals contained herein for any subsequent contract because of this solicitation:

- Curbside/Right-of-way debris collection and transportation
- Equipment transportation for mobilization and operational support
- Demolition of structures (should we be tasked with this operation)
- Debris reduction operations (should we be tasked with this operation)
- Debris disposal operations
- Debris recycling for beneficial reuse
- General labor
- Safety and Loss Control Services
- Quality Assurance/Quality Control
- Environmental Services

Tab 7 – Surveys of Past Performances

Survey Questionnaire – Polk County

RFP 26-011, Disaster Debris Removal Services

To: Shawn Wombles (Name of Person completing survey)

Johnson County, Georgia (Name of Client Company/Contractor)

Phone Number: 478-864-9754 Email: swombles@johnsonco.org

Subject: Past Performance Survey of Similar work:

Project name: Hurricane Helene

Name of Vendor being surveyed: Looks Great Services

Cost of Services: Original Cost: Unknown Ending Cost: $14,285,000.00

Contract Start Date: 9/27/2024 Contract End Date: 3/28/2025

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Monitoring Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Shawn Wombles

Signature of Evaluator: Shawn Wombles

Please fax or email the completed survey to: adamham@looksgreatservices.com

Survey Questionnaire – Polk County

RFP 26-011, Disaster Debris Removal Services

To: Bobby Wyatt (Name of Person completing survey)

Oviedo, Florida (Name of Client Company/Contractor)

Phone Number: 407-971-5648 Email: bwyatt@cityofoviedo.net

Subject: Past Performance Survey of Similar work:

Project name: Hurricane Helene

Name of Vendor being surveyed: Looks Great Services

Cost of Services: Original Cost: Unknown Ending Cost: $500,000.00

Contract Start Date: 9/25/2024 Contract End Date: 11/19/2024

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Monitoring Contractor	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	9
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Bobby Wyatt

Signature of Evaluator: Bobby Wyatt

Please fax or email the completed survey to: adamham@looksgreatservices.com

Survey Questionnaire – Polk County

RFP 26-011, Disaster Debris Removal Services

To: Shari Culver (Name of Person completing survey)

Great Lakes Energy - Michigan (Name of Client Company/Contractor)

Phone Number: 231-675-2382 Email: sculver@glenergy.com

Subject: Past Performance Survey of Similar work:

Project name: Winter Storm of 2025

Name of Vendor being surveyed: Looks Great Services

Cost of Services: Original Cost: Unknown Ending Cost: $20,000,000.00

Contract Start Date: 4-15-2025 Contract End Date: 10-05-2025

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	8
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Monitoring Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	8
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Shari Culver

Signature of Evaluator:

Please fax or email the completed survey to: adamham@looksgreatservices.com

Exhibit B
Compensation Schedule

Addendum # 6

Revised Attachment "B"

PROPOSAL PRICE SHEETS
DISASTER DEBRIS REMOVAL SERVICES

THE FOLLOWING ARE SUBMITTED BY THE BIDDER FOR THE PURPOSE OF:

A. Arriving at an estimated total price.

B. Establishing price factors to be utilized in adjusting the estimated total price resulting from modification(s) issued or annual renewals.

Clarification of pay items

A. Disposal costs at final site as designated by the County shall be the responsibility of the County.

B. Mileage noted in the Price Sheet shall be based on a one-way haul distance.

C. Line item 2: Work consists of the demolition, collection, transportation, and disposal of eligible C&D debris to an approved TDSRS or hazardouse waste final site. Demolition of structures and debris removal shall be calculated at a cubic yard rate.

D. Line item 6: The Contractor shall invoice the County for hazardous stump removal, backfilling, and hauling to the TDSRS utilizing the categories noted.

Revised Attachment "B"

Item No.	Description	UoM	Unit Price
	Level 1: 0 - 50,000 CY of Debris		
1	Gathering, pick-up, and hauling debris to TDSRS		
	A. 0 - 20 miles	CY	$8.50
	B. Over 20 miles	CY	$10.50
2	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site		
	A. 0 - 20 miles	CY	$22.00
	B. Over 20 miles	CY	$25.00
3	Site management and processing of debris at TDSRS		
	A. Grinding	CY	$4.50
	B. Burning	CY	$2.85
4	Removal of eligible leaning trees and eligible hanging limbs		
	A. 6" - 12.99" diameter tree	EA	$100.00
	B. 13" - 24.99" diameter tree	EA	$200.00
	C. 25" - 36.99 diameter tree	EA	$350.00
	D. 37" - 48.99" diameter tree	EA	$500.00
	E. 49" and greater diameter tree	EA	$650.00
	F. Removal of all hanging limbs per tree	EA	$85.00
5	Loading and hauling processed debris from TDSRS to final disposal site		
	A. 0 - 40 miles	CY	$9.00
	B. Over 40 miles	CY	$11.00
6	Hazardous stumps		
	A. 24.01" - 36.99" diameter	EA	$400.00
	B. 37" - 48.99" diameter	EA	$475.00

	C. 49" and greater diameter	EA	$595.00
7	Dead animal collection, transportation, and disposal	LB	$1.00
8	Removal, transport, and disposal of eligible household hazardous waste	LB	$15.00
9	Removal, transport, and disposal of disaster generated hazardous waste	LB	$15.00
	Level 2: 50,000 - 200,000 CY of Debris		
1	Gathering, pick-up, and hauling debris to TDSRS		
	A. 0 - 20 miles	CY	$8.50
	B. Over 20 miles	CY	$10.50
2	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site		
	A. 0 - 20 miles	CY	$22.00
	B. Over 20 miles	CY	$25.00
3	Site management and processing of debris at TDSRS		
	A. Grinding	CY	$4.50
	B. Burning	CY	$2.85
4	Removal of eligible leaning trees and eligible hanging limbs		
	A. 6" - 12.99" diameter tree	EA	$100.00
	B. 13" - 24.99" diameter tree	EA	$200.00
	C. 25" - 36.99 diameter tree	EA	$350.00
	D. 37" - 48.99" diameter tree	EA	$500.00
	E. 49" and greater diameter tree	EA	$650.00
	F. Removal of all hanging limbs per tree	EA	$85.00
5	Loading and hauling processed debris from TDSRS to final disposal site		
	A. 0 - 40 miles	CY	$9.00
	B. Over 40 miles	CY	$11.00
6	Hazardous stumps		
	A. 24.01" - 36.99" diameter	EA	$400.00
	B. 37" - 48.99" diameter	EA	$475.00
	C. 49" and greater diameter	EA	$595.00
7	Dead animal collection, transportation, and disposal	LB	$1.00
8	Removal, transport, and disposal of eligible household hazardous waste	LB	$15.00
9	Removal, transport, and disposal of disaster generated hazardous waste	LB	$15.00
	Level 3: Greater than 200,000 CY of Debris		
1	Gathering, pick-up, and hauling debris to TDSRS		
	A. 0 - 20 miles	CY	$8.50
	B. Over 20 miles	CY	$10.50

2	Demolition of identified structures, gathering, pick-up, and hauling C&D debris to TDSRS or hazardous waste final site		
	A. 0 - 20 miles	CY	$22.00
	B. Over 20 miles	CY	$25.00
3	Site management and processing of debris at TDSRS		
	A. Grinding	CY	$4.50
	B. Burning	CY	$2.85
4	Removal of eligible leaning trees and eligible hanging limbs		
	A. 6" - 12.99" diameter tree	EA	$100.00
	B. 13" - 24.99" diameter tree	EA	$200.00
	C. 25" - 36.99 diameter tree	EA	$350.00
	D. 37" - 48.99" diameter tree	EA	$500.00
	E. 49" and greater diameter tree	EA	$650.00
	F. Removal of all hanging limbs per tree	EA	$85.00
5	Loading and hauling processed debris from TDSRS to final disposal site		
	A. 0 - 40 miles	CY	$9.00
	B. Over 40 miles	CY	$11.00
6	Hazardous stumps		
	A. 24.01" - 36.99" diameter	EA	$400.00
	B. 37" - 48.99" diameter	EA	$475.00
	C. 49" and greater diameter	EA	$595.00
7	Dead animal collection, transportation, and disposal	LB	$1.00
8	Removal, transport, and disposal of eligible household hazardous waste	LB	$15.00
9	Removal, transport, and disposal of disaster generated hazardous waste	LB	$15.00
	GRAND TOTAL		$10,438.05
	Equipment Type with Operator		
	County will reimburse at the FEMA approved rates.		
	Labor Category		
	County will reimburse at the FEMA approved rates.		

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

EXHIBIT D

EVENT PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____ as Surety, located at _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of _____Dollars ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain Disaster Debris Removal Services Agreement _____ (the "Agreement") dated_____ between Principal and Obligee for performance of debris removal at any County location arising from damage caused by _____, at the times and in the manner prescribed in the Agreement; and

Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Agreement; and

Performs the guarantee of all work and materials furnished under the Agreement for the time specified therein; and

Satisfies all claims and demands incurred under the Agreement, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Agreement during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

NOTE: Date of the Performance Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

Jay M. Jarvis, P.E.
Director

3000 Sheffield Road
Winter Haven, FL 33880

POLK COUNTY

Board of County Commissioners

PHONE: 863-535-2200
FAX: 863-534-7339
www.polkfl.gov

ROADS & DRAINAGE DIVISION

EXHIBIT E

Date: _____
Company Name: _____
Address: _____
Project Manager: _____

Subject: Conditional Notice to Proceed for Disaster Debris Removal Services Agreement #_____

This letter serves as Roads and Drainage's Conditional Notice to Proceed (CNTP) to begin the mobilization process to commence work relative to the above referenced Agreement. This CNTP is limited to the scope of work for _____ in accordance with the Agreement.

A performance bond in the amount of $_____ meeting the contract requirements should be emailed to Tabatha Shirah, Sr. Procurement Analyst at tabathashirah@polkfl.gov before the work starts. The original performance bond should be delivered within seven (7) business days from the date above to Polk County Procurement, 330 West Church Street, Room 150, Bartow, Florida 33830, Attn: Tabatha Shirah (863) 534-5935. Please attach a copy to this Notice.

I have attached a copy of a revised performance bond for your use.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below.

Cordially,

Roads and Drainage _____
(Authorized signature, tile, and date)
I acknowledge receipt of this Notice on:_____(date)

Name of the Authorized Company Representative: _____

Authorized Signature: _____

Polk County

Board of County Commissioners

Agenda Item R.34. 6/16/2026

SUBJECT

Request Board approve agreements with Rostan Solutions, LLC as the primary, Tetra Tech, Inc. as the secondary and Thompson Consulting Services, LLC as the tertiary for debris monitoring services. (No fiscal impact until a disaster event)

DESCRIPTION

Roads and Drainage requested Procurement to solicit proposals for the purpose of Disaster debris removal monitoring and other related services resulting from, but not limited to, catastrophic events such as tornadoes and hurricanes. The work includes, but is not limited to; monitoring field operations regarding all storm generated debris, debris pickup, debris hauling, debris staging and reduction, temporary debris storage site management, debris management, and final disposal of debris to an approved facility.

Request for Proposal (RFP) 26-012, Disaster Debris Monitoring Services was issued and five vendors submitted proposals. On April 21, 2026, the Board authorized staff to enter into contract negotiations with all interviewed proposers, starting with the highest-ranked proposer Rostan Solutions, LLC as the primary, Tetra Tech, Inc. as the secondary, and Thompson Consulting Services, LLC as the tertiary.

These agreements will be in place for 5 years.

RECOMMENDATION

Request Board approve agreements with Rostan Solutions, LLC as the primary, Tetra Tech, Inc. as the secondary and Thompson Consulting Services, LLC as the tertiary for debris monitoring services regarding RFP 26-012, Disaster Debris Monitoring Services.

FISCAL IMPACT

Funding for these services will initially be borne by Polk County, yet all costs incurred are anticipated to be reimbursed by FEMA.

CONTACT INFORMATION

Tabatha Shirah

Senior Procurement Analyst

Procurement

(863) 534-5935

tabathashirah@polkfl.gov

DISASTER DEBRIS MONITORING SERVICES AGREEMENT (PRIMARY)

THIS DISASTER DEBRIS MONITORING SERVICES AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, 330 W. Church Street, Bartow, Florida, 33830, and Rostan Solutions, LLC (the "Contractor"), a Florida limited liability company, whose principal address is 9897 Lake Worth Road - Ste 303, Lake Worth, FL 33467, and whose Federal Employer Identification Number is 20-5425053.

WHEREAS, the Contractor has considerable expertise in disaster debris monitoring services; and

WHEREAS, the County desires to retain the services of a competent and qualified Contractor to provide disaster debris monitoring services; and

WHEREAS, the County has solicited for these Contractor services via an advertised request for proposals ("RFP 26-012")and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the County intends to engage the Contractor to provide it the disaster debris monitoring services; and

WHEREAS, the Contractor remains agreeable to providing the County the Contractor services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Contractor hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the Chairman, Board of County Commissioners.

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date, unless otherwise sooner terminated as provided herein.

2.0 Contractor Services

2.1 The County does hereby retain the Contractor to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request for Proposals RFP #26-012 to include all attachments and addenda, and (ii) the Contractor's responsive proposal thereto (collectively, (i) and (ii) are "RFP 26-012"), all of which are incorporated into this Agreement by this reference. A complete copy of the Scope of Services

section of RFP 26-012 and the Contractor's responsive proposal is attached as a composite **Exhibit "A"** and made a part of this Agreement.

2.2 Contractor shall perform the services described in the Scope of Services section of RFP 26-012, as those Services may be further specifically designated and authorized by the County in a separate written Notice to Proceed the County will deliver to the Contractor prior to the Contractor's commencement of the Services required in association with the County's clean-up and recovery from a particular disaster or emergency event. The form for the Conditional-Notice-to-Proceed shall be substantially in the form provided on **Exhibit "E"** which is attached hereto and made a part of this Agreement.

2.3 The County will contact and coordinate with the Contractor prior to issuing a Notice to Proceed for a disaster or emergency event. The Contractor will provide the name(s) of the supervisor(s)\liaison officer who will be primarily responsible for the Contractor providing the required Services. Additionally, before the Notice-To-Proceed is issued the Contractor will deliver to the County a performance bond in the form provided on **Exhibit "D"** which is attached hereto and made a part hereof in an amount to be reasonably determined by the County but which will not be less than $500,000.00. The actual bond amount will be determined based upon the estimated costs of the Services required as a consequence of the particular disaster or emergency event.

2.4 Contractor acknowledges that the County has engaged a secondary vendor and may engage a tertiary vendor to provide the Services described in RFP 26-012 should the County determine in its sole and absolute discretion that the Contractor may, is or will be unable to perform the full scope of work of a particular project within the time period the County requires all such work to be completed.

3.0 Compensation

3.1 General

3.1.1 In consideration for its providing the Services, during the Agreement Term the County shall pay the Contractor a fee that shall not exceed the amounts stated in **Exhibit "B"**, which is attached hereto and made a part of this Agreement. The Compensation Schedule identifies all job classifications of those who may perform billable services pursuant to this Agreement and the associated amount the County will pay the Contractor for Services performed by those in each job classification. The County is not obligated to pay the Contractor a fee for any work performed or Services provided by personnel whose job classifications are not

listed on the Compensation Schedule. The hourly rates for labor may be increased by the Procurement Director following the one-year anniversary of the Effective Date, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director but in no event shall the hourly labor rates exceed those approved by the Federal Emergency Management Agency ("FEMA") for any given year. No Board action will be necessary for labor rate increases

3.1.2 All the Contractor's invoices for payment must reference this Agreement and must be submitted using a form approved by the County Auditor.

3.1.3 The Contractor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Roads and Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880

3.1.4 The Contractor will clearly state "Final Invoice" on the Contractor's final/last billing for the Services rendered to the County. The Contractor'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 Contractor hereby waives any charges not properly included on its Final Invoice.

3.1.5 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Contractor's performance of the Service or the County's acceptance of any work.

3.1.6 All Contractor's invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional supporting documents may be requested by the County and, if so requested, shall be furnished by the Contractor to the County Auditor's satisfaction.

3.1.7 The Contractor's project manager or designated payroll officer is attesting to the correctness and accuracy of all charges and requested reimbursements stated in each invoice.

3.1.8 The Contractor's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached as **Exhibit "C"** and made a part of this Agreement. The

Contractor's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. To qualify for reimbursement, the Contractor's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

4.0 Contractor's Responsibilities

4.1 The Contractor shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Contractor's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Contractor's performance or nonperformance of this Agreement. The Contractor shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Contractor's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Contractor's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Contractor for such instruments or documents.

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Contractor to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Contractor. Upon receipt of such notice, the Contractor shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Contractor shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Contractor shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subcontractors

If the Contractor requires the assistance of any professional associates or subcontractors in connection with its providing the Services, the Contractor must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Contractor utilizes any professional associates or subcontractors in the delivery of the Services then the Contractor shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Contractor shall not relieve the Contractor of its obligations to the County under this Agreement.

10.0 Indemnification of County

Contractor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited to, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Contractor to comply with applicable laws, rules or regulations, (ii) the breach by Contractor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Contractor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates, subcontractors, agents, and employees; provided, however, that Contractor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The provisions of this Section 10.0 shall survive the expiration or earlier termination of this Agreement.

11.0 Insurance Requirements

The Contractor 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 Contractor 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 Contractor'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 Contractor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Contractor suspend Contractor's performance of the Services for cause until there is full compliance.

Alternatively, the County may purchase such insurance at the Contractor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Contractor 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 Contractor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Pollution Liability Insurance: $1,000,000 including pollution due to automobile operations.

Employer's Liability. $1,000,000.

12.0 Public Entity Crimes

The Contractor understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Contractor.

13.0 Non-Discrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 Designation of Party Representatives

14.1 Upon receipt of a request from the Contractor, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Contractor shall designate or appoint one or more Contractor representatives who are authorized to act on behalf of and to bind the Contractor regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 Independent Contractor

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Contractor shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Contractor shall have no right to speak for or bind the County in any manner.

18.0 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 LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMCO@POLKFL.GOV

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

21.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Polk County Roads & Drainage Division
3000 Sheffield Road
Winter Haven, Florida 33880

For Contractor: Rostan Solutions, LLC
9897 Lake Worth Road
Ste 303
Lake Worth, FL 33467

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement

shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Contractor acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Contractor under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Unauthorized Alien(s)

The Contractor 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 Contractor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

25.0 Contractor Representations

25.1 The Contractor hereby represents and warrants the following to the County:

25.1.1 Contractor is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Contractor has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Contractor shall, at no additional cost to the County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Contractor is authorized to do so.

26.0 Default and Remedy

A. Process. If the Contractor materially defaults in the timely performance of any Contract obligation, including any changes, modifications, changes in scope issued thereunder, or if the Contractor is otherwise in material default of the Contract, including, without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call the Performance Bond and Payment Bond, and engage other contractors or providers at the Contractor's sole cost and expense to provide those unperformed or deficient Contract obligations of the Contractor; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Contractor pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Contractor, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of FEMA Public Assistance funding caused, directly or indirectly, by the Contractor's default. Upon any such termination

pursuant to this Section, the County shall pay the Contractor the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Contractor shall cease.

B. Certain Material Defaults. Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either County or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this

Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Contractor shall notify the County if any of the Contractor's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Contractor shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Contractor shall remove without consequence to the County any of

the Vendor's contractors, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Contractor's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Travis Mays

Name: Darius Stankunas

Name: Sam Rosania

Name: Kyle Jones, CEM

Name: Katie Taylor

Name: Matt Mooneyham

Name: Allen Fowler

Name: Jeff Cousins

Name: Adam Ferguson

Name: Jordan Bryant

Name: Denise Jankauskas

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Contractor hereby certifies to the County that the Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is 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, 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 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 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 Contractor hereby acknowledges that it 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.

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 Contractor 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 Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Contractor 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 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 Agreement are greater than or equal to One Million Dollars ($1,000,000).

33. No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

34. Federal Provisions

The Supplemental Conditions – Federal Clauses set forth in the RFP 26-012, attached as **Exhibit A,** are hereby fully incorporated by this specific reference, as if set forth in the body of this Agreement.

35. Breach During Emergency Recovery Period.

Pursuant to §252.505, Fla. Stat., in the event this Agreement concerns goods or services related to a natural emergency, Vendor agrees that if Vendor breaches this Agreement during the Emergency Recovery Period, then the County shall be entitled to (a) a payment of $5000, and (b) recovery of damages, which may take the form of actual and consequential damages or liquidated damages. The term "Emergency Recovery Period" means a one-year period that begins on the date the

Governor of Florida initially declared a state of emergency for a natural emergency. This provision shall survive the termination of this Agreement.

(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK; THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES SIGNATURES.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Polk County, a political subdivision of the State of Florida

By: _____
Martha Santiago, Ed., D, Chair
Board of County Commissioners

Date Signed By Chair_____

Reviewed as to form and legal sufficiency:

6/1/26
County Attorney's Office Date

ATTEST:

By: Sara Ann Drew

Sara Ann Drew
PRINT NAME

Notary
TITLE

Date: June 3, 2026

SEAL

SARA ANN DREW
NOTARY PUBLIC
REG. #8052244
MY COMMISSION EXPIRES
JULY 31, 2027
COMMONWEALTH OF VIRGINIA

Rostan Solutions, LLC
a Florida limited liability company

By: _____

TRAVIS HAYS
PRINT NAME

PRINCIPAL / VICE PRESIDENT
TITLE

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF VIRGINIA County OF NEW KENT

The foregoing instruments was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 06/03/2026 (Date) by TRAVIS MAYS (Name of officer or agent) as PRINCIPAL / VICE PRESIDENT (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☒ has produced Virginia Drivers Lic. 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 June 3, 2026 (Date).

Sara Ann Drew (Official Notary Signature and Notary Seal)

Sara Ann Drew (Name of Notary typed, printed or stamped)

Commission Number 8052244 Commission Expiration Date July 31, 2027

SARA ANN DREW
NOTARY PUBLIC
REG. #8052244
MY COMMISSION EXPIRES
JULY 31, 2027
COMMONWEALTH OF VIRGINIA

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 26-012

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: ROSTAN SOLUTIONS LLC
Signature: [signature]
Title: PRINCIPAL / VICE PRESIDENT
Date: 06/04/2026
State of: VIRGINIA
County of: NEW KENT
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of JUNE, 2026, by TRAVIS MAYS (*name*) as PRINCIPAL / VICE PRESIDENT (*title of officer*) of ROSTAN SOLUTIONS LLC (*entity name*), on behalf of the company, who ☐ is personally known to me or ☒ has produced Drivers License as identification.

Notary Public Signature: Sara Ann Drew
Printed Name of Notary Public: Sara Ann Drew
Notary Commission Number and Expiration: 8052244 - July 31, 2027
(AFFIX NOTARY SEAL)



EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 26-012

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 3 day of JUNE, 2026

ATTEST: **CONTRACTOR:**

By: Sara Ann Drew By: [signature]

Printed Name: Sara Ann Drew Printed Name: TRAVIS MAYS

Its: Notary Its: PRINCIPAL/VICE PRESIDENT

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 TRAVIS MAYS, PRINCIPAL/VICE PRESIDENT (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

ROSTAN SOLUTIONS LLC
NONGOVERNMENTAL ENTITY

SIGNATURE

TRAVIS MAYS
PRINT NAME

PRINCIPAL/VICE PRESIDENT
TITLE

06/03/2026
DATE



Detail by Entity Name

Florida Limited Liability Company
ROSTAN SOLUTIONS, LLC

Filing Information

Document Number	L14000169270
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Event Date Filed	10/30/2014
Event Effective Date	11/01/2014

Principal Address

9897 Lake Worth Road
Ste 303
Lake Worth, FL 33467

Changed: 01/15/2026

Mailing Address

9897 Lake Worth Road
Ste 303
Lake Worth, FL 33467

Changed: 01/15/2026

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Authorized Person(s) Detail

Name & Address

Title Authorized Member, Manager, President

STANKUNAS, DARIUS J
2000 S Highway A1A
Jupiter, FL 33477

Title Authorized Member, VP

ROSANIA, SAM
3204 FOX SQUIRREL LANE
VALRICO, FL 33596

Title Authorized Member, VP

Mays, Travis
7394 Verdot Court
New Kent, VA 23124

Title Authorized Member, VP

Jones, Kyle
410 Deer Point Drive
Gulf Breeze, FL 32561

Annual Reports

Report Year	Filed Date
2024	01/09/2024
2025	01/03/2025
2026	01/15/2026

Document Images

01/15/2026 -- ANNUAL REPORT	View image in PDF format
01/03/2025 -- ANNUAL REPORT	View image in PDF format
03/18/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
01/09/2024 -- ANNUAL REPORT	View image in PDF format
01/11/2023 -- ANNUAL REPORT	View image in PDF format
01/11/2022 -- ANNUAL REPORT	View image in PDF format
02/03/2021 -- ANNUAL REPORT	View image in PDF format
02/06/2020 -- ANNUAL REPORT	View image in PDF format
01/30/2019 -- ANNUAL REPORT	View image in PDF format
02/01/2018 -- ANNUAL REPORT	View image in PDF format
01/12/2017 -- ANNUAL REPORT	View image in PDF format
02/08/2016 -- ANNUAL REPORT	View image in PDF format
01/29/2015 -- ANNUAL REPORT	View image in PDF format
10/30/2014 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Exhibit Ai

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from vendors that are interested in providing debris monitoring services as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 26-012, Disaster Debris Monitoring Services

Description: Provide disaster debris removal monitoring and other related services resulting from, but not limited to, catastrophic events such as tornadoes and hurricanes.

Receiving Period: Prior to 2:00 p.m., Wednesday, December 31, 2025

Bid Opening: Wednesday, December 31, 2025, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Special Instructions

Questions regarding this RFP must be in writing and must be sent to Ken Brush Procurement Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. All questions must be received by Monday, December 15, 2025, 4:00 p.m.

RFP REGISTRATION

You must register using this form to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 26-012

RFP Title: Disaster Debris Monitoring Services

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a "sealed" parcel or electronically through Polk County's secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled "RFP #26-012, Disaster Debris Monitoring Services" and marked with the proposer's name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division

330 West Church Street, Room 150

Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	26-012
RFP Title	Disaster Debris Monitoring Services
Due Date/Time:	December 31, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email kenbrush@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 26-012 Tab 1"

"RFP 26-012 Tab 2"

"RFP 26-012 Tab 3"

"RFP 26-012 Tab 4"

"RFP 26-012 Tab 5"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 26-012
Disaster Debris Monitoring Services

Sealed proposals will be received in the Procurement Division, Wednesday, December 31, 2025, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at https://www.polk-county.net/business/procurement/. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Ken Brush, Procurement Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. **All questions must be received by Monday, December 15, 2025, 4:00 p.m.**

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

Introduction

Polk County, a political subdivision of the State of Florida, seeks the submittal of proposals from qualified firms who are interested in providing professional services in monitoring debris removal services in accordance with the Polk County Debris Management Plan.

Award of this RFP may be made to up to three (3) Contractors and will be used when the magnitude of an emergency is such that the County is not able to manage with their own resources. Contractors shall be identified as the primary, secondary, and tertiary awardee based on order of final ranking. The area given to any one contractor will depend on the magnitude of the emergency.

The primary vendor will be contacted to provide the services needed. If the primary vendor is not available, or fails to respond within 24 hours, the County will then contract the secondary vendor. If the secondary vendor is not available or fails to respond with 24 hours, the County will then contact the tertiary vendor.

There are other public agencies within Polk County that may wish to use the provisions of this RFP. Attachment A must be signed and included with your submittal. Please refer to submittal criteria for further detail.

SCOPE OF SERVICES

This statement of work describes and defines the services which are required for debris removal monitoring for Polk County (County). The work includes but is not limited to; monitoring field operations regarding all storm generated debris, debris pickup, debris hauling, debris staging and reduction, temporary debris storage site management, debris management, and final disposal of debris to an approved facility. Roads and other County facilities will be identified by the County and direction will be given to the Contractor for clearing these roads and facilities in accordance with the County Debris Management Plan. The County reserves the right to add or remove highway segments

at the direction of the Debris Manager. While this scope provides for debris removal work off the state road system, no work on or off the state road system is guaranteed. The County, at its sole discretion, may elect to perform the work with in-house forces or other contract forces or may cancel the contract at any time if determined to be in the best interest of the County.

The Consultant shall have experience in the Federal Highway Administration Emergency Relief Program (FHWA-ER), the Federal Emergency Management Agency Public Assistance Program (FEMA-PA), and other applicable federal, state, and/or local programs to assist the County in its emergency response and recovery efforts. Proper documentation by the Consultant as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the County from the appropriate agency.

The Consultant will be responsible for tracking all of the contract costs and adhering to the "not to exceed" limit as defined. Proper notification must be given to the County as costs approach this limit.

The successful firm must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), and any other governmental agency with jurisdiction over response and recovery actions.

The Consultant shall assist the County specifically with debris management services to include, but not limited to, the following items:

- Provide training of select County staff in essential debris management and collection functions to insure appropriate and responsive interface with field debris collection contractors and County, state, and federal agencies.
- Provide field inspectors at designated check points to check and verify information on debris removal and at Temporary Debris Storage Reduction Site (TDSRS) located throughout Polk County.

The Consultant will provide assistance with the scheduling, dispatching and logistical operations of the field inspectors assigned to work areas for storm debris cleanup. This will include:

- Setting up the schedule for inspectors each day.
- Certification of the volumetric measurement (cy) either prior to or during and event of each truck that is added into service; this shall be the physical measurement of the truck bed.
- Keeping a record of contract haulers' trucks: cubic yardage, time in and out, number of loads/day, and other data as requested by designated County personnel.
- Determining truck assignments as well as a 2 week future schedule of where trucks will be.
- Coordinating with County personnel to respond to problems in the field.
- Conducting "end-of day" duties, such as verifying all trucks have left the disposal site, locking down of the facility.
- Surveying the area for special needs: identifying tree stumps, hazard trees, C&D debris, potential problems – a location list should be kept of these areas.
- Recording on a computer tracking system of the streets where debris was collected.
- Performing other duties as directed by dispatch/staging operation or designated County personnel.

The Consultant will collect baseline data per local, state and federal requirements from the designated emergency debris management sites prior to opening of the sites.

The Consultant will assist the County in obtaining necessary local, state and federal permits for the designated emergency debris management sites.

GENERAL REQUIREMENTS

The Contractor(s) shall furnish all necessary personnel, materials, equipment, labor, supervision, facilities, and shall otherwise provide all services necessary for, or incidental to, the performance of all work as defined in these specifications.

It is the sole responsibility of the Contractor(s) to ensure that, should Subcontractor(s) be utilized by the Contractor for any portion of the work, these Subcontractor(s) shall meet or exceed the same requirements instituted for the Contractor pertaining to this contract.

The Contractor(s) shall notify the County within (24) twenty four hours of notice of any legal or regulatory actions, or any Notices of Violation taken against the Contractor(s) or Subcontractor(s) utilized within the scope of this contract.

Upon receipt of the Notice of Violation or Warning Notice or upon notification or request from the County, the Contractor shall immediately prepare their response or draft a County response to the notice and begin corrective action against any non-complying condition. Failure by the Contractor to take corrective action which is required by law or the Contract Documents shall result in the County taking whatever measures are necessary to correct the condition and deducting the cost of such corrective action from the Contractor's Operating Fee Payment. The Contractor will be responsible for any fines resulting from any violations of Federal, State, or local laws or regulations.

Permits and licenses of a temporary nature necessary for the completion of contracted Services shall be secured and paid for by the Contractor with the assistance of the County, unless otherwise stated in this RFP. The Contractor shall not be held responsible to secure permits and/or licenses when the requirements for same have been waived due to a declaration of an emergency or disaster.

Under the general oversight of the County, the Contractor will supervise and direct all work, workers, and equipment. The Contractor is solely responsible for the means, methods, techniques, sequences, safety program, and procedures utilized. The

Contractor will employ and maintain on the work site a qualified and accessible supervisor(s) on the work site(s) and provide the County a liaison officer, as directed. At least one accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Contractor and all communications given to the supervisor or liaison officer in writing by the County's Authorized Representative shall be as binding as if given to the Contractor.

The name(s) of the supervisor(s)\liaison officer will be supplied to the County for each issuance of an event Notice-To-Proceed. Additionally, a performance bond for the minimum amount of $1,000,000 will be required before the Notice-To-Proceed is issued. The actual amount will be determined at the time of the event and an adjusted performance bond will need to be obtained for the estimated total amount. Please see (Attachments D & E)

The Contractor shall have the ability to guarantee operations, and pay vendors and sub-contractor(s) for 60 days prior to receiving payments from the County.

Retainage in the amount of ten percent (10%) will be withheld until all work has been completed and has been approved by the County.

The Contractor shall participate in an annual on-sight pre-coordination meeting as directed by the County at no additional cost to the County.

The Contractor shall, to the extent practical, give priority to utilizing resources in Polk County and the surrounding area, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workers.

The Contractor shall make daily reports to the County to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, detailing the street names, and address blocks where debris removal was completed. The reports must also include the types and volumes of

debris transported, reduced, and disposed. The Contractor shall also provide other operational and complaint tracking reports as requested by the County.

The Contractor shall disclose future debris management contractual obligations and provide reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under the contract resulting from this RFP. Such disclosure shall be provided to the County within 30 days of entering into said contractual obligation.

AGREEMENT

The term of this agreement will be for approximately 5 years. The Actual term will be negotiated as part of Elevation Level 4, Contract Negotiations.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

Tab 1, Introduction:

- Introduction letter describing your firm, experience, number of years in business, contact name, company address, phone number and email address of contact person. (One page, single or double sided)
- Attachment A – Understanding terms, conditions, and pricing may be used by any public agencies located within Polk County.

Tab 2, Experience and Expertise (40 Points)

- Provide your firm's organization structure.

- Provide a resume for the project manager and all key personnel that will be involved in providing the services as outlined in the scope of work. (1 page single or double sided for each resume)
- Describe the firm's experience with providing similar size and scope of work as outlined in this RFP. (One page, single or double sided)
- Provide a minimum of three (3) and a maximum of five (5) projects that demonstrates your firm's experience with debris removal services for similar scope of work services in the past five (5) years. At least two (2) of the projects shall be from a disaster recovery project performed for a public or governmental agency. At least three (3) of the projects shall be for disaster recovery project performed as the prime. At least two (2) of the projects shall be for projects in excess of 250,000 cubic yards. For each project identified please include (2 pages for each project, single or doubled sided):
    - Client name
    - Contact person
    - Contact's phone number and email address
    - Cost of the services
    - Start and end date of project.
    - Name of disaster and location of the project
    - Brief description of the services provided
        - A brief description of the project and what role your firm played in the project.
        - Identify if multiple temporary debris processing sites were established where collected debris was sorted, screened for sand, recycled, ground, mulched, burned, or otherwise segregated for transport and disposal.
        - Identify your firm's expertise and experience in assessing, removing, and disposing of specialty debris including hazardous materials, hazardous wastes, biohazardous wastes, dead animals, and hazardous stumps.

- Identify your firm's expertise and experience in demolition of structures, and debris removal from private property (Right-of-Entry Programs) and publicly owned property (other than Rights-of-Way).

Tab 3, Resources and Availability (40 points)

- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
- The key staff presented in the contractor's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
  a) Name and current position held by the person
  b) Name, title and project assignment
  c) Experience:
     (1) Types of projects.
     (2) Size of projects (dollar value of project).
     (3) What were their specific project involvements?

- Demonstrate each key staff's availability to respond to the needs of the project (Two (2) pages maximum for all key staff members)
- Identify sub-contractors or joint ventures to be used, if any. For each sub-contractor or joint venture identified please provide:

  - A brief description of their experience outlining their qualifications to perform the intended services
  - A brief resume for each key personnel that will be assigned to perform

Tab 4, Compensation Schedule (10 Points)

- The Respondent shall complete the compensation schedule included as Attachment B. The Consultant is to include all costs that the Consultant may anticipate incurring during the performance of the disaster recovery work as outlined on Attachment B. For items not listed, the County will only pay the FEMA rates.

- The hourly rates for labor may be increased by the Procurement Director after the contract has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director or Designee. No Board action will be necessary for labor rate increases.

- Proposers shall declare that, to the best of their knowledge and experience with Federal and State reimbursement procedures and requirements, that all proposed costs and payment methods are reasonable and customary for the service listed.

Tab 5, Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 2.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
    - Average Score between 9-10 (10 Points)
    - Average Score between 7-8 (8 Points)
    - Average Score between 5-6 (6 Points)
    - Average Score between 3-4 (4 Points)
    - Average Score between 1-2 (2 Points)
    - Average Score of 0 (0 Points)

EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment)

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Compensation (Tab 4)- 10 points
- Surveys of Past Performance (Tab 5)-10 points

  Subtotal Points-20 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tap 2)-40 points
- Approach and Methodology (Tab 3)-40 points

  Subtotal Points-80 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively

and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard. The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds $100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed $100,000 in total.

Elevation Level 3 (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds $100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed $100,000 in total.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the User division, with the assistance of the Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners or County Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners or County Manager, as applicable, shall make the final decision whether the County shall enter into an Agreement with a Proposer.

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds $100,000. The County Manager may execute contracts that do not exceed $100,000 in total.

GENERAL CONDITIONS

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

COMMUNICATIONS

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's deductible per line of coverage shall not exceed $25,000 without the permission of the County. Policies that include Self Insured Retention will not be accepted. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Workers' Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes

Employer's Liability	$1,000,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Pollution Liability Insurance. $1,000,000 including pollution due to automobile operations.

INDEMNIFICATION

Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates,

subcontractors, agents, and employees; provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

The Consultant declares and warrants that neither the Consultant nor any of the Consultant's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Consultant or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Consultant shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects Consultants that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, Consultant or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, Consultant or corporation to refrain from

submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at https://www.polk-county.net/business/procurement/. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough

County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

All contracts are subject to final approval of the Polk County Board of County Commissioners or County Manager, as applicable. Persons or Consultants which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

INVOICING AND PAYMENT: The successful proposer shall submit a properly certified invoice to the County at the contract prices**. An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the proposer's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable

exempting law. Proposers should provide a redacted copy of proposal with submittal, or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at https://www.polk-county.net/business/procurement/protest-procedures/.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the

Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful Consultant will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

ATTORNEY'S FEES AND COSTS: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

Prohibition Against Considering Vendor Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.

PUBLIC RECORD LAWS

(a)The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMLO@POLK-COUNTY.NET

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

SUPPLEMENTAL CONDITIONS

Breach During Emergency Recovery Period. Pursuant to §252.505, Fla. Stat, in the event this Agreement concerns goods or services related to a natural emergency, Vendor agrees that if Vendor breaches this Agreement during the Emergency Recovery Period, then the County shall be entitled to (a) a payment of $5000, and (b) recovery of damages, which may take the form of actual and consequential damages or liquidated damages. The term "Emergency Recovery Period" means a one-year period that begins on the date the Governor of Florida initially declared a state of emergency for a natural emergency. This provision shall survive the termination of this Agreement.

FEDERAL CLAUSES

The County may seek funding reimbursement for all or a portion of the services provided under this Agreement from FEMA Public Assistance. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this bid, any resulting award with the prime Vendor, and any resulting contracts between the prime Vendor and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

Equal Employment Opportunity. (Only applicable to construction bids)

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available

to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. Neither the Contractor, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in

excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida Department of Economic Opportunity, US Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the (County will, in turn, report each violation as required to assure notification to the Florida Department of Economic Opportunity, US Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

Debarment and Suspension. (Exhibit "A")

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Management and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or purchase order that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (attached hereto as Exhibit "B"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Procurement of Recovered Materials.

(1) In the performance of this Contract/Purchase Order, the Contractor shall to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. Additionally, Consultants shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

Domestic Preference

In accordance with 2 CFR §200.322, to the greatest extent practicable and consistent with law under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Affirmative Action.

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are used when possible. The Contractor shall also take such affirmative steps in the selection of its subcontractors, laborers and materialmen. Affirmative steps include:

(1) Placing qualified small and minority businesses, women's business enterprises, and veteran-owned businesses on solicitation lists;

(2) Assuring that small and minority businesses, women's business enterprises, and veteran-owned businesses are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses,

women's business enterprises, and veteran-owned businesses;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises, and veteran-owned businesses; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Access to Records. The following access to records requirements apply to this Purchase Order:

(1) The Contractor agrees to provide the Florida Department of Economic Opportunity, Polk County, the US Department of Housing and Urban Development Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the US Department of Housing and Urban Development Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Purchase Order."

DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that US Department of Housing and Urban Development financial assistance will be used to fund the Purchase Order only. The Contractor will comply will all applicable federal law, regulations, executive orders, US Department of Housing and Urban Development policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Purchase Order.

Default and Remedy

Process. If the Contractor materially defaults in the timely performance of any Contract obligation, or if the Contractor is otherwise in material default of the Contract, including, without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call in any bonds or other form of security, and engage other Contractors or providers at the

Contractor's sole cost and expense to provide those unperformed or deficient Contract obligations of the Contractor; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Contractor pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Contractor, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of CDBG-MIT funding caused, directly or indirectly, by the Contractor's delay. Upon any such termination pursuant to this Section, the County shall pay the Contractor the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Contractor shall cease.

Certain Material Defaults.

Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR §200.216 and Appendix II to Part 200, subsection (K), no funding or services provided pursuant to or in connection with this Contract, shall in any way be used to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Proposers Incorporation Information
(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: _____

Date: _____

EXHIBIT 1
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included, Procurement will only use those identified under Tab 2.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Monitoring Services for Hillsborough County Hurricane Milton), Etc.
COST OF SERVICES	Cost of services ($1,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2023)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 5
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 26-012, Disaster Debris Monitoring Services

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Ability to communicate with Debris Removal Contractor	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Close out process	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 26-012, Disaster Debris Monitoring 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: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
(Florida Statutes, Section 448.095)

PROJECT NAME: _____

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 "A"

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____

COMPANY NAME:_____

DATE:_____

EXHIBIT "B"

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned _____ (Contractor) certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____ , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official_____

Date _____

Draft Agreement
Disaster Debris Monitoring Services

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida, 33830, and _____ (the "Consultant"), a _____ corporation, at _____, and whose Federal Employer Identification Number is _____.

WHEREAS, the Consultant has considerable expertise in debris removal monitoring services; and

WHEREAS, the County desires to employ the Consultant to provide disaster debris removal monitoring services; and

WHEREAS, the County has solicited for these consultant services via an advertised request for proposal ("RFP 26-012") and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the County intends to engage the Consultant to provide it the disaster debris monitoring services; and

WHEREAS, the Consultant is able and agreeable to providing the County the services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Consultant hereby agree, as follows:

1.0 **Effective Date; Term**

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the County.

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Consultant Services**

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request for Proposals RFP #26-012, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 26-012"), all of which are

incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of this Agreement.

2.2 Consultant shall perform the services described in the Scope of Services section of RFP 26-012, as those Services may be further specifically designated and authorized by the County in a separate written Notice to Proceed the County will deliver to the Consultant prior to the Consultant's commencement of the Services required in association with the County's clean-up and recovery from a particular disaster or emergency event. The form for the Notice-to-Proceed shall be substantially in the form provided on Exhibit "E" which is attached hereto and made a part of this Agreement.

2.3 The County will contact and coordinate with the Consultant prior to issuing a Notice to Proceed for a disaster or emergency event. The Consultant will provide the name(s) of the supervisor(s)\liaison officer who will be primarily responsible for the Consultant providing the required Services. Additionally, before the Notice-To-Proceed is issued the Consultant will deliver to the County a performance bond in the form provided on Exhibit "D" which is attached hereto and made a part hereof in an amount to be reasonably determined by the County but which will not be less than $500,000.00. The actual bond amount will be determined based upon the estimated costs of the Services required as a consequence of the particular disaster or emergency event.

2.4 The Consultant acknowledges that the County has engaged a secondary vendor and may engage a tertiary vendor to provide the Services described in RFP 20-299 should the County determine in its sole and absolute discretion that the Consultant may, is or will be unable to perform the full scope of work of a particular project within the time period the County requires all such work to be completed.

3.0 **Compensation**

3.1 General

3.1.1 In consideration for its providing the Services, during the Agreement Term the County shall pay the Consultant a fee that shall not exceed the amounts stated in Exhibit "B", which is attached hereto and made a part of this Agreement (the "Compensation Schedule"). The Compensation Schedule identifies all billable services pursuant to this Agreement and the associated amount the County will pay the Consultant for Services performed. The County is not obligated to pay the Consultant a fee for any work performed or Services provided not listed

on the Compensation Schedule. The rates shown on the Compensation Schedule may be increased annually by written authorization of the Procurement Director following the one year anniversary of the Effective Date, when it is in the best interest of the County. Rate increases will be determined by the appropriate price index as approved by the Procurement Director. No action by the Board of County Commissioners will be necessary for such rate increases

3.1.2 At its option the County may choose to engage the Consultant to perform additional, related consulting services beyond the scope of the Services for which the County shall pay the Consultant in accordance with the rates set forth in the Compensation Schedule.

3.1.3 All the Consultant's invoices for payment must reference the Agreement and must be submitted using a form approved by the County Auditor.

3.1.4 The Consultant shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Roads and Drainage Division
3000 Sheffield Road
Winter Have, FL 33880

3.1.5 The Consultant will clearly state "Final Invoice" on the Consultant's final/last billing for the Services rendered to the County. The Consultant's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Consultant hereby waives any charges not properly included on its Final Invoice.

3.1.6 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Consultant's performance of the Service or the County's acceptance of any work.

3.1.7 By its submission of an invoice, the Consultant's project manager or designated payroll officer shall be deemed to be attesting to the correctness and accuracy of all charges and requested reimbursements stated in such invoice.

3.1.8 The Consultant's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached as Exhibit "C" and made a part of this Agreement. The Consultant's requests for payment shall include copies of paid receipts, invoices or other

documentation acceptable to the County's Auditor. To qualify for reimbursement, the Consultant's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement

4.0 **Consultant's Responsibilities**

4.1 The Consultant shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 **Ownership of Documents**

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Consultant's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Consultant for such instruments or documents.

6.0 **Termination**

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Consultant to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Consultant shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 **No Contingent Fees**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 **Assignment**

The Consultant shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 **Professional Associates and Subcontractors**

If the Consultant requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Consultant must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Consultant utilizes any professional associates or subcontractors in the delivery of the Services then the Consultant shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

10.0 **Indemnification of County**

Consultant, to the 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 Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 **Insurance Requirements**

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County. In the event of any failure by the Consultant to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

> Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

> Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Consultant shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Pollution Liability Insurance: $1,000,000 including pollution due to automobile operations.

Employer's Liability. $1,000,000.

12.0 **Public Entity Crimes**

The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material

default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

13.0 **Non-Discrimination**

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 **Designation of Party Representatives**

14.1 Upon receipt of a request from the Consultant, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Consultant shall designate or appoint one or more Consultant representatives who are authorized to act on behalf of and to bind the Consultant regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 **All Prior Agreements Superseded**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 **Modifications, Amendments or Alterations**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 **Independent Contractor**

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Consultant (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Consultant is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Consultant shall not pledge the County's credit or make the County a guarantor

of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Consultant shall have no right to speak for or bind the County in any manner.

18.0 **Public Records Law**

(a) The 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

19.0 **Compliance with Laws and Regulations**

In providing all Services pursuant to this Agreement, the Consultant shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

20.0 **Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 **Notices**

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Roads & Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880

For Consultant: _____
_____
_____
Attention: _____

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any

void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Consultant acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Consultant under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor

knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

25.0 Consultant Representations

25.1 The Consultant hereby represents and warrants the following to the County:

25.1.1 Consultant is a _____ corporation that is duly organized and existing in good standing under the laws of the State of _____ with full right and authority to do business within the State of Florida.

25.1.2 Consultant's performance under this Agreement will not violate or breach any contract or agreement to which the Consultant is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Consultant has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Consultant now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Consultant has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Consultant has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Consultant shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Consultant is authorized to do so.

26.0 Default and Remedy

If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Consultant receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this

Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Consultant shall notify the County if any of the Consultant's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Consultant shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Consultant shall remove without consequence to the County any of

the Consultant's contractors, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Consultant's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: _____

Name: _____

Name: _____

Name: _____

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

33. No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

34. Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES SIGNATURES.)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

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:

_____
County Attorney's Office Date

ATTEST:

_____
a _____ corporation

By: _____

_____
PRINT NAME

_____
TITLE

By: _____

_____
PRINT NAME

_____
TITLE

Date: _____

SEAL

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____(Name of officer or agent) as _____(title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date)

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____ (Name of officer or agent) as _____(title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date)

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this_____(Date) By _____ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date)

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

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 _____

ATTACHMENT A

I understand that the terms, conditions and pricing within this contract may be used by any of the public agencies located within Polk County.

_____
Signature

_____
Printed Name

_____
Title

_____ _____
Company Name Phone Number

_____
Address

_____
City, State, Zip

ATTACHMENT "B"
COMPENSATION SCHEDULE

Hourly Labor Rates for Disaster Debris Monitoring Services
CONTRACTOR will be compensated on the actual hours of services furnished multiplied by the rates listed in Table 1 below.

Table 1: Hourly Labor Rates

Labor Category	Hourly Rate
Principal-in-Charge	
Project Manager	
Deputy Project Manager	
Operations Manager	
FEMA Coordinator	
Field Supervisor	
Scheduling/Routing Managers	
GIS Operator	
Disposal Site Monitor	
Collection Monitor	
Citizen Drop-off Site Monitor	
Billing/Invoicing/Data Manager	
Load Ticket Data Entry Clerk	
Project Coordinator	
Principal Public Assistance Advisor	
Senior Public Assistance Manager	
Public Assistance Analyst	

In accordance with 2 CFR 200.318, Hourly labor rates shall be direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, travel (mileage, lodging, per diem, etc.), and profit.

Reimbursable costs are allowed if pre-approved to by the County. These costs are limited to office equipment/supplies, office space, cameras, GPS equipment, safety equipment and any other items requested by the County that is not part of the normal work function.

Subcontractor services will be reimbursed at actual costs.

***For items not listed, the County will only pay FEMA approved rates**
****Hourly rates cannot exceed FEMA approved rates**

Attachment "C"

DAP9523.11

FEMA

DISASTER ASSISTANCE POLICY

I. TITLE: Hazardous Stump Extraction and Removal Eligibility

II. DATE: MAY 15 2007

III. PURPOSE:

Establish criteria used to reimburse applicants for removing eligible hazardous stumps from public or, where authorized, private property.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters and emergencies declared on or after the date of publication. It is intended for all personnel involved in the administration and execution of the Public Assistance Program, including applicants.

V. AUTHORITY:

Sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5206, as amended.

VI. BACKGROUND:

Public Assistance regulations authorize reimbursement for the removal of debris from public and private land when it is in the public interest. Such removal is in the public interest when it is necessary to: eliminate immediate threats to life, public health and safety, or eliminate immediate threats of significant damage to improved public or private property; or to ensure economic recovery of the affected community to the benefit of the community at large. Trees that are uprooted during a disaster event such that all or part of their roots are exposed may pose an immediate threat to public health and safety.

VII. POLICY:

A. When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety, FEMA may provide supplemental assistance to remove, transport, dispose, and provide fill for the root cavity of an eligible uprooted tree or stump. The Federal Emergency Management Agency (FEMA) will reimburse applicants reasonable costs for this type of work only when uprooted stumps are more than 24 inches in diameter (measured two feet from the ground), with the consensus of the Applicant and the State, and is approved in

advance by FEMA, using the attached Hazardous Stump Worksheet.

1. If it is necessary to remove an uprooted stump before it can be inspected by FEMA because it poses a threat that must be dealt with immediately, the applicant must submit documentation, to FEMA including photographs, that establishes its location on public property, specifics on the threat, stump diameter measured two feet up the trunk from the ground, quantity of material to fill the hole, and any special circumstances.

2. FEMA will reimburse applicants for extraction, transport and disposal of stumps with a diameter of 24 inches or smaller at the unit cost rate for regular vegetative debris, using the attached Stump Conversion Table, as such stumps do not require special equipment.

3. FEMA will reimburse applicants at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, placed on the rights-of-way by others (i.e., contractors did not extract them from public property or property of eligible Private Non Profit organization). In such instances, applicants do not incur additional cost to remove these stumps because the same equipment that is used to pick up "regular" debris can be used to pick-up these stumps.

4. If an applicant incurs additional costs in picking up large stumps (over 24 inches in diameter) from rights-of-way, it should complete the Hazardous Stump Worksheet and present documentation to FEMA in advance for consideration.

5. Stumps with less than 50% of their root ball exposed should be cut flush at ground level and the cut portion included with regular vegetative debris.

6. Straightening or bracing of trees is eligible for reimbursement if it is less costly than removal and disposal. Applicant must provide a cost analysis showing cost effectiveness.

VIII. ORIGINATING OFFICE: Disaster Assistance Directorate (Public Assistance Division)

IX. SUPERSESSION: This policy supersedes Recovery Policy Number 9523.11, Hazard Stump Removal and Extraction Eligibility dated May 6, 2006.

X. REVIEW DATE: Three years from the date of publication.

David Garratt
Acting Assistant Administrator
Disaster Assistance Directorate

Hazardous Stump Worksheet

Applicant: _____ Date: _____

Applicant Representative: _____ Signature: _____

FEMA Representative (if available) _____ Signature: _____

State Representative (if available): _____ Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)		Tree Size (Diameter)	Eligible		Fill For Debris Stumps	Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)		Yes	No	CY	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

Attachment D

EVENT PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____ as Surety, located at _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Dollars ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated _____, 20__ (the "Purchase Order") between Principal and Obligee for performance of debris removal at any County location arising from damage caused by a disaster event, at the times and in the manner prescribed in the Purchase Order; and

Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Purchase Order; and

Performs the guarantee of all work and materials furnished under the Purchase Order for the time specified therein; and

Satisfies all claims and demands incurred under the Purchase Order, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Purchase Order during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

ATTEST:

PRINCIPAL: _____

BY: _____ (Authorized Signature (Principal)

Printed Name: _____

Title of Person Signing Above: _____

Witness: _____

Witness: _____

ATTEST:

SURETY: _____

Attorney in Fact

Printed Name: _____

Business Address: _____

Witness: _____

Witness: _____

NOTE: Date of the Performance Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

Attachment "E"

Date:
Company Name:
Address:
Project Manager:
RE: Conditional Notice to Proceed for Disaster Debris Monitoring Services

This letter serves as Roads and Drainage's Conditional Notice to Proceed (CNTP) to begin the mobilization process to commence work relative to the above referenced Agreement. This NTP is limited to the scope of work for storm _____ in accordance with the Agreement and further detailed below:

Please attach a list of services and estimated cost here.

A performance bond in the amount of $1,000,000 meeting the contract requirements should be emailed to Ken Brush, Procurement Contracts Manager (kenbrush@polk-county.net) before the work starts. The original performance bond should be delivered within seven (7) business days from the date above to Polk County Procurement, 330 West Church Street, Room 150, Bartow, Florida 33830, Attn: Ken Brush (863)534-6727. Please attach a copy to this Notice.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below.

Cordially,

Roads and Drainage _____
(Authorized signature, tile, and date)
I acknowledge receipt of this Notice on:_____(date)

Name of the Authorized Company Representative: _____

Authorized Signature: _____

_____

December 2, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, January 14, 2026, prior to 2:00 p.m.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: _____
Title: _____
Company: _____

January 9, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, January 21, 2026, prior to 2:00 p.m.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: _____
Title: _____
Company: _____

January 16, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Proposal Receiving Date Extension and formal notification that administrative responsibility for this solicitation has been reassigned.

From: Ken Brush
To: Tabatha Shirah
New Point of Contact Email: tabathashirah@polkfl.gov

Effective immediately, all communication related to this solicitation must be directed to Tabatha Shirah at the email address listed above.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, February 4, 2026, prior to 2:00 p.m.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

January 30, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #4

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions & Answers and Receiving Date Extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 11, 2026, prior to 2:00 p.m.

Addendum 5 forthcoming, question deadline has closed.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal. This is the only acknowledgment required.

Signature _____
Printed Name: _____
Title: _____
Company: _____

RFP 26-012, Disaster Debris Monitoring Services
Addendum # 4

Question 1: If this is a term contract subject to renewal, what is the maximum number of option periods?
Answer 1: The term is 5 years from the effective date of the agreement.

Question 2: Has the current contract gone full term?
Answer 2: The current agreements were set to expire on February 15, 2026, but have been extended and will remain in place until the new agreements are in effect.

Question 3: Have all options to extend the current contract been exercised?
Answer 3: Yes.

Question 4: Who is the incumbent, and how long has the incumbent been providing the requested services?
Answer 4: The current incumbents are Tetra Tech, Inc. as the primary and Thompson Consulting Services, LLC as the secondary. These agreements have been in place since February 16, 2021.

Question 5: What is the maximum number of hours post-event before work must commence?
Answer 5: Staff is communicating 24 to 48 hours before impact. Successful vendors are expected to mobilize as soon as the storm has passed, and the weather conditions are safe to drive in.

Question 6: Are any specific professional credentials required to qualify for the contract?
Answer 6: The vendor must demonstrate significant professional expertise in hurricane response, mitigation, and recovery services including proven experience working in post – storm environments.

Question 7: Will the resulting contract include a guaranteed minimum payment to the vendor?
Answer 7: Yes.

Question 8: Are there any superseding prior agreements that may impact this contract?
Answer 8: No.

Question 9: When/what was the most recent event that precipitated the activation of the existing or previous contract?
Answer 9: Hurricane Milton 2024

Question 10:	Approximately how many cubic yards of debris were collected from the most recent event?
Answer 10:	1 million (Vegetative & C&D)
Question 11:	What estimated or actual dollars were paid to the incumbent(s) after the most recent event?
Answer 11:	Estimated 5.5 Million
Question 12:	How many times have the incumbent's services been utilized in the previous five years?
Answer 12:	The incumbent's services were utilized twice for two different hurricanes and yearly for truck / equipment certification.
Question 13:	If there was a previous solicitation for these services, what was its title, number, release date, and due date?
Answer 13:	RFP 20-299, Disaster Debris Monitoring Services, Released September 3, 2020, and opened October 14, 2020.
Question 14:	When is the anticipated contract start date?
Answer 14:	The agreement is anticipated to be executed in April or May 2026.
Question 15:	Can you please provide greater explanation of your expectations related to any required subcontracting to minority-owned, women-owned, or other types or categories of small or disadvantaged businesses? For example, what is required with the proposal, and what is required to comply during the term of the contract?
Answer 15:	No expectations are applicable with FEMA Funds.
Question 16:	Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?
Answer 16:	No, Proposers must use the pricing sheet provided in the RFP. Negotiations on alternate pricing may be made at Level 4 of the Elevation.
Question 17:	Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable?
Answer 17:	Polk County was satisfied with the current vendor.

Question 18:	Is their a preferred Proposal delivery method, electronic or sealed parcel?
Answer 18:	Electronic
Question 19:	Can the County confirm forms to be returned are: RFP Registration Proposers Incorporation Information Drug Free Workplace Performance Survey Questionnaires Affidavit Certification Immigration Laws Employment Eligibility Verification (E-Verify) Certification Exhibit A: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters Exhibit B: Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying Attachment A (Cooperative agreement for Polk County public agencies) Attachment B: Compensation Schedule
Answer 19:	Yes, all documents listed above, as well as any information requested in each tab, and signature acknowledgement of all addenda issued.
Question 20:	Could the County please confirm where the completed Questionnaire (Exhibit 1) for Tab 5 – Surveys of Past Performance should be sent for RFP 26-012? Should past clients email the completed surveys directly to Polk County, and if so, to which email address? Or should they return them to the vendor for inclusion in our proposal package?
Answer 20:	Please see RFP Package, Preparing the Surveys, page 40. The firm is responsible for ensuring all references/surveys are included in their submittal, and do not have references email Polk County Procurement directly.
Question 21:	Could the County please confirm whether vendors are permitted to include an appendix with additional or supporting information? Specifically, we would like to know if an appendix may be used to provide supplemental details that further explain the firm's experience and qualifications, without conflicting with the page limitations outlined in the Submittal Requirements?
Answer 21:	Please submit only the materials requested in the RFP package. Firms selected for interviews will have the opportunity to provide additional details regarding their experience, qualifications, and related information.

Question 22:	Would the County consider extending the page limit for these sections, as doing so would allow vendors to provide information that may better support the County's evaluation and understanding of each firm's capabilities?
Answer 22:	Not at this time
Question 23:	The RFP uses the phrase 'one page, single or double sided' throughout the proposal that specifies page limits. Could the County please clarify whether this means one physical sheet of paper (allowing content on both sides), or if the County intends this to be a strict one-page limit regardless of printing orientation?
Answer 23:	One page, single- or double-sided, means a single physical sheet.
Question 24:	On Page 11 - Tab 2 and Tab 3 request the same information about Organization Staff Chart & Staff Experience, but on (page 15 RFP) under Evaluation Level 2 under bullet point APPROACH and METHODOLOGY suggests TAB 3 is required for this and measured for 40 points?
Answer 24:	See Revision 1 below.
Question 25:	Is there a firm currently providing these same services for Polk County? If so, who is the incumbent?
Answer 25:	AshBritt
Question 26:	If there is an incumbent providing these services, are they eligible to respond to the current RFP?
Answer 26:	Yes.
Question 27:	Were the services provided by the incumbent and how would you rate them?
Answer 27:	Yes, incumbent was satisfactory.
Question 28:	How many times has Polk County activated the contract within the last 5 years?
Answer 28:	2
Answer 29:	Can you please advise if a debris monitoring firm is already under contract to perform debris monitoring services for the county? If so, can you please identify the firm?
Answer 29:	Tetra Tech

Question 30: Can you please advise if a performance bond will be required for debris monitoring firms because Attachment D speaks to debris removal, not monitoring. See language below from Attachment D?

Answer 30: Event Performance Bond is required, language will be changed to "Debris Monitoring."

Revision 1

RFP Package, Elevation Level 2, page 15:

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Compensation Schedule (Tab 4) - 10 points
- Surveys of Past Performance (Tab 5) - 10 points

Subtotal Points-20 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tap 2)- 40 points
- **Resources and Availability** (Tab 3)- 40 points

Subtotal Points-80 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

February 5, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #5

RFP 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m.

Respectfully,

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

February 11, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #6

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: questions & answers, revisions, revised Attachment B added to FTP Site and selection committee meeting update.

To receive a copy of **"RFP 26-012, Addendum 6 - Revised Attachment B,"** please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder **"RFP 26-012, RFP Attachments"**, select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

March 4, 2026 @ 3:00 p.m. – 3:30 p.m. at the Polk County Administration Building in the Procurement Conference Room 150;– Procurement will distribute the Proposals and evaluation criteria to the Selection Committee.

March 24, 2026 @ 1:00 p.m. - 3:00 p.m. at the Polk County Administration Building in Conference Room 407 – Selection Committee meeting to score and elevate Proposers. At this meeting the Selection Committee will decide if they would like to interview Proposer(s) or if they would like to recommend to enter into contract negotiations with the highest ranked Proposer.

April 1, 2026 @ 9:00 a.m. – 12:30 p.m. at the Polk County Administration Building in Conference Room 407 – If the Selection Committee decides to interview Proposer(s), the interviews will be held on this date and time.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal. This is the only acknowledgment required.

Signature

Printed Name: _____

Title: _____

Company: _____

Question 1: Are proposers permitted to input zero-dollar ($0.00) rates for certain roles on *Attachment B: Compensation Schedule*?

Answer 1: No, Proposers may not list $0.00 rates for required labor categories. All positions identified in Attachment B must include a reasonable fully burdened rate. Please see the FTP Site for "**RFP 26-012, Addendum 6 - Revised Attachment B**", some labor categories have been removed.

Question 2: Should the use of an ADMS electronic ticketing system be incorporated into the pricing structure on *Attachment B: Compensation Schedule*?

Answer 2: Yes, if a proposer intends to utilize an ADMS electronic ticketing system, they should incorporate all costs associated with the use of the system into their pricing and shall be fully burdened into the hourly rates for the applicable debris monitoring positions provided on Attachment B: Compensation Schedule.\

Question 3: The manual process of filling out load tickets can jeopardize proper FEMA reimbursement if human error occurs. Utilizing electronic load tickets, computer tablets, and systems employing electronic contractor IDs with an Automated Debris Management System (ADMS) has become the industry standard and is critical for any successful debris operation. Because of the factors listed, we would like to confirm that any charges for the use of an ADMS are to be fully burdened in the proposed debris monitoring positions hourly rates provided and not as a separate hourly rate or separate position, separate flat rate, or substitutional charge for any listed position?

Answer 3: See answer for Question 2 above.

Revision

RFP Package, Tab 4 – page 13-14

Tab 4, Compensation Schedule (10 Points)

Proposers shall complete the compensation schedule included as Attachment B. For items not listed, the County will only pay the FEMA rates.

The unit pricing may be increased by the Procurement Director, or designee, after the contract has been in place for a minimum of 12 months, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director or Designee; however, the hourly rates cannot exceed the FEMA approved rates. No Board action will be necessary for unit price increases.

The Proposer with the lowest total cost will be allocated 10 points. Each additional Proposers cost point allocation will be calculated based upon their relative cost difference from the lowest Proposers cost.

ROSTAN SOLUTIONS

Exhibit Aii

DISASTER DEBRIS MONITORING SERVICES

RFP NO. 26-012 | FEBRUARY 18, 2026

DISASTER DEBRIS MONITORING SERVICES FOR POLK COUNTY, FLORIDA

SUBMITTED BY:

ROSTAN SOLUTIONS, LLC
9897 Lake Worth Road
Ste 303
Lake Worth, FL 33467

Travis Mays, Principal/Vice President
Mobile: 713.823.2002
Fax: 813.333.7330
Email: tmays@rostan.com
Website: www.rostan.com

POLK COUNTY

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TAB 1–INTRODUCTION

1.1 Letter of Introduction

1.2 Attachment A

February 18, 2026

Polk County Procurement Division
Attn: Tabatha Shirah, Senior Procurement Analyst
330 West Church Street, Room 150
Bartow, Florida 33830

Re: RFP No. 26-012—Disaster Debris Monitoring Services

Dear Ms. Shirah and Selection Committee Members,

It is with sincere gratitude that Rostan Solutions, LLC (hereinafter, Rostan) submits our proposal in response to Polk County's (hereinafter, County) request for proposals for disaster debris monitoring services. As a disaster debris monitoring and recovery consulting services firm, we take our responsibility seriously. This means prioritizing responsiveness and understanding that attentiveness to detail, open and honest communication, and efficiency in our work efforts are paramount to supporting the County's recovery efforts and achieving successful outcomes.

Some of Rostan's key attributes include:

FLORIDA PRESENCE

Simply put, Rostan is a Florida company. Our roots were established in the late 90's in the Ybor City area of Tampa Bay, and formalized in 2006 when Rostan became its own brand, as an owned subsidiary of Malcolm Pirnie, Inc. Today Rostan is a privately held firm entering our 20th year in business. Rostan is an established Florida firm having served clients in more than 23 counties statewide.

CUTTING EDGE TECHNOLOGY

HAULPASS®

For nearly 20 years, HaulPass® has been recognized as the original and most trusted name in automated debris management systems (ADMS). Developed by Rostan in the aftermath of Hurricane Katrina, HaulPass® led the digital wave, replacing traditional 5-ply carbon ticketing methods to a fully digital debris monitoring platform. The current generation of HaulPass® was launched in 2019 in response to Hurricane Dorian and has been utilized on more than 60 projects since that time. Rostan continues to commit millions of dollars to the advancement and improvement of HaulPass®, driving ongoing innovation and the development of new capabilities to maintain its position as an industry-leading ADMS platform.

Since HaulPass® was developed, we have never delayed a recovery effort, stopped work, or been forced to use another data collection method.

COST INTEGRITY

While cost is an important consideration in the County's selection process, Rostan understands that true value extends beyond a fee schedule. As a small business, Rostan operates with a streamlined organizational structure that allows for direct oversight, faster decision-making, and disciplined cost control. Unlike large or publicly traded firms with significant corporate overhead, Rostan does not carry extensive backend costs that are then passed on to clients.

This lean operating model enables Rostan to deploy highly qualified personnel only where they add value, ensuring appropriate oversight without unnecessary staffing. As responsible stewards of public funds, we are committed to maximizing every dollar invested in recovery efforts. The result is a cost-effective delivery model that consistently achieves operational efficiency, fiscal accountability, and measurable savings for our clients.

KEY PERSONNEL/POINT OF CONTACT

Rostan proposes a leadership team intentionally structured to provide Polk County, Florida with continuity, institutional knowledge, and proven disaster-recovery expertise. Rostan has made a significant commitment to investing in

Matthew Mooneyham and Katie Taylor, both widely recognized as top-tier leaders within the disaster recovery industry. This investment reflects Rostan's long-term commitment to experienced leadership, accountability, and operational excellence.

In addition, Allen Fowler, Matthew Mooneyham, and Katie Taylor have each directly supported and led debris operations for Polk County during *Hurricanes Irma, Ian, and Milton*. Collectively, this team brings firsthand knowledge of Polk County's operations, processes, personnel, and recovery expectations, allowing for immediate effectiveness and minimal ramp-up time following activation.

- **Katie Taylor** will serve as Rostan's Client Manager and primary day-to-day point of contact for the County. Katie brings extensive experience working with and on behalf of Polk County through her prior employment and provides direct client engagement, responsiveness, and continuity.
- **Allen Fowler** will serve as the Project Manager, responsible for overall project execution, coordination of field operations, staffing oversight, and ensuring compliance with County, State, and FEMA requirements.
- **Matthew Mooneyham** will serve as Rostan's debris program lead, overseeing contractual matters, renewals, and technical clarifications specific to this proposal.

This leadership structure ensures Polk County receives direct access to experienced decision-makers with established knowledge of the County—without the inefficiencies or added overhead associated with layered corporate management structures.

CLIENT MANAGER	OPERATIONAL CONTACT	ADMINISTRATIVE CONTACT
Katie Taylor Client Manager 9897 Lake Worth Road, Suite 303 Lake Worth, FL 33467 Tel: 850-501-1525 Fax: 813-333-7330 Email: ktaylor@rostan.com	Allen Fowler Project Manager 9897 Lake Worth Road, Suite 303 Lake Worth, FL 33467 Tel: 863-212-2578 Fax: 813-333-7330 Email: afowler@rostan.com	Matthew Mooneyham Program Manager 9897 Lake Worth Road, Suite 303 Lake Worth, FL 33467 Tel: 850-530-7151 Fax: 813-333-7330 Email: mmooneyham@rostan.com

In closing, Rostan is committed to supporting the County through all means and methods necessary to ensure successful recovery outcomes. Upon the County's request, Rostan will assign a dedicated Data Management team to work from County-provided office space. This team will be accessible to county staff to answer questions and ensure data information is understood and available for the county. All project activities will be conducted with full transparency, and the Project Manager will provide routine briefings to the County-appointed representative throughout the day and remain available for coordination for the duration of the project. Rostan will maintain 24/7 availability to ensure timely response and support for all operational needs.

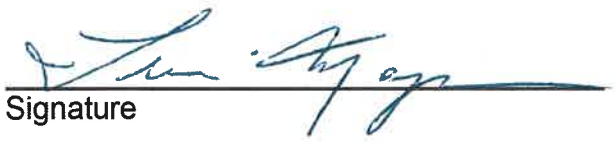
Rostan is deliberate in selecting the projects and clients it supports, allowing the firm to maintain appropriate staffing levels and focused management oversight. As a result, Polk County will receive consistent attention, responsive leadership, and dedicated resources without dilution across an excessive client base. The proposed project team possesses in-depth knowledge of Polk County's operations and is prepared to seamlessly continue providing the level of attention to detail and service that Polk County expects!

Very truly yours,

Travis Mays
Principal/Vice President
Rostan Solutions, LLC

ATTACHMENT A

I understand that the terms, conditions and pricing within this contract may be used by any of the public agencies located within Polk County.



Signature

Travis Mays

Printed Name

Principal/Vice President

Title

Rostan Solutions, LLC

Company Name

713-823-2002

Phone Number

9897 Lake Worth Road, Suite 303

Address

Lake Worth, FL 33467

City, State, Zip



TAB 2 – EXPERIENCE AND EXPERTISE

2.1 Rostan Team Profile

2.2 Firm Organizational Structure

2.3 Experience Overview

2.4 Similar Past Projects

Rostan is a proud member of the American Public Works Association

2.1 ROSTAN TEAM PROFILE

ROSTAN SOLUTIONS, LLC

Rostan is dedicated to providing expert guidance, resolute standards of care, and attentive focus in support of municipal and private sector clients throughout the United States. With a business practice built around the core elements of the disaster life cycle, Rostan employs high-character professionals with a broad range of experience and expertise.

OUR AREAS OF EXPERTISE

Rostan's business was formed with an initial focus on debris monitoring services and has grown over the past 20 years to encompass several related service lines including planning and mitigation, long-term recovery, post-disaster construction management, and specialized technical support services.

- Debris Monitoring
- Long-Term Recovery
- Planning and Mitigation
- Program Management
- Technical Services

OUR PERSONNEL

With roughly 50 professionals dedicated to our practice year-round, Rostan maintains firsthand knowledge of federal and state-level laws, policy and compliance, and disaster recovery guidance that governs the services that we provide to our clients.

Rostan has assisted state and local governments throughout all disaster recovery phases contemplated by the County's RFP. Rostan's key disaster debris management team members have more than 200 years of combined experience in disaster debris management operations and Public Assistance support services resulting from earthquakes, floods, tornadoes, snow/ice storms, fires, and hurricanes.

Our team is intimately familiar with the policies and procedures of the Federal Emergency Management Administration, National Resource Conservation Service (NRCS), Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), Florida Division of Emergency Management (FDEM), U.S. Department of Housing and Urban Development (HUD), and the Federal Highway Administration (FHWA). We have proven success in meeting document and record requirements for FEMA (HMGP and PA), HHS, HUD (CDBG), and NRCS grant programs. Our core personnel have remained consistent through the years enabling us to harness our collective experience as we grow and develop new talented resources to support our growing client base.

Key personnel resumes have been included under *Tab 3.3: Rostan Team Resumes.*

ROSTAN SOLUTIONS SERVICE OFFERINGS—DISASTER LIFE CYCLE

PREPAREDNESS: *BEFORE DISASTER STRIKES, ROSTAN CAN HELP YOU BE READY FOR ANY EMERGENCY*

- Federal [FEMA] Procurement Policies and Procedures Review and Assessment
- Pre-Event Disaster Response and Recovery Procurement Support
- Comprehensive Emergency Plan Development and Review
- Continuity of Operations ("COOP") Plan Development and Review
- Debris Management Plan Development and Seasonal Review
- DMS Permitting and Regulatory Support Including Identification and Baseline Assessment
- FEMA Public Assistance Pre-Event Audit
- Community Rating System ("CRS") Support and Staff Augmentation
- Training and Exercises



RESPONSE & RELIEF: *ROSTAN IS YOUR PARTNER DURING THE DISASTER TO ENSURE OPERATIONAL CONTINUITY*

- Debris Monitoring [of Debris Removal]
  - General Debris Removal Management
  - Private Property Demolition and Debris Removal Oversight
  - Waterway Debris Removal Oversight
  - Data Development and Document Management
- Public Information and Outreach Support
- Emergency Procurement Support
- Project Management Services for Emergency Remediation and Repair Efforts
- Post-Disaster Damage Assessment and Inventory
- Residential and Public Infrastructure Substantial Damage Assessments
- Emergency Operations Center ("EOC") Staff Augmentation
- GIS-Based Support for Emergency Response and Planning Activities
- Federal, State, and Local Regulatory Compliance Monitoring

RECOVERY AND RECONSTRUCTION: *ROSTAN CAN LEAD YOUR DISASTER RECOVERY AND LONG-TERM REBUILDING EFFORTS*

- Federal Disaster Recovery Funding Program Administration
  - FEMA Public Assistance ("PA") Program, Including 406 Mitigation & Alternative Procedures Pilot ("428 Program") Project Development
  - HHS Administration for Children and Families ("ACF") Funding
  - National Resource Conservation Service ("NRCS") Emergency Watershed Protection Program ("EWP")
- Administrative Appeals Support for Adverse Agency Determinations
- Federal Procurement Regulation ["2 CFR Part 200"] Advisory Services
- Project Management and Construction Oversight
- After Action Planning
- Long-Term Recovery Planning
- Federal Single Audit Support

RESILIENCE, RISK REDUCTION, AND MITIGATION: *AFTER THE DISASTER, ROSTAN CAN HELP IDENTIFY AND SECURE MITIGATION FUNDING TO PROTECT AGAINST FUTURE DAMAGES*

- FEMA Hazard Mitigation Planning, Including:
  - Plan Development and Update
  - GIS and HAZUS-Based Risk Assessment
  - Planning Process Facilitation
- Identifying and Securing State and Federal Hazard Mitigation Funding:
  - FEMA Funding
    - Hazard Mitigation Grant Program ("HMGP")
    - Flood Mitigation Assistance ("FMA")
    - Building Resilient Infrastructure and Communities ("BRIC")
  - HUD Community Development Block Grant ("CDBG") Funding
    - CDBG Mitigation Funding ("CDBG-MIT")
    - CDBG Disaster Recovery Funding ("CDBG-DR")
- Benefit-Cost Analysis ("BCA") Preparation and Rehabilitation
- GIS Application Development
- Grant Management and Regulatory Compliance Support, Including Representation with State and Federal Agencies
- Client-Specific Grant Research and Funding Identification (USDA, NWRF, CWA, etc)

State of Florida
Department of State

I certify from the records of this office that ROSTAN SOLUTIONS, LLC is a limited liability company organized under the laws of the State of Florida, filed on October 30, 2014, effective November 1, 2014.

The document number of this limited liability company is L14000169270.

I further certify that said limited liability company has paid all fees due this office through December 31, 2026 and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of January, 2026

Secretary of State

Tracking Number: 1676047392CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

State of Florida

Board of Professional Engineers

Rostan Solutions LLC

Has satisfied the requirements of Section 471.023, Florida Statutes. In recognition thereof, the Board of Professional Engineers hereby authorizes this firm to offer engineering services in the State of Florida in accordance with Chapter 471, Florida Statutes, and the rules of the Board.

Witness the Seal of the Board and the Signature of the Board's duly authorized Chair this 13 day of November, 2014.

CA LIC No: 30927

Chair

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Licensee

Name:	**ROSTAN SOLUTIONS, LLC**	License Number:	**30927**
Rank:	**Registry**	License Expiration Date:	
Primary Status:	**Current**	Original License Date:	**11/13/2014**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
77429	Current, Active	STANKUNAS, JOHN	Registry		Professional Engineer	02/28/2027

Licensee

Name:	**STANKUNAS, JOHN**	License Number:	**77429**
Rank:	**Professional Engineer**	License Expiration Date:	**02/28/2027**
Primary Status:	**Current**	Original License Date:	**04/28/2014**
Secondary Status:	**Active**		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
30927	Current	ROSTAN SOLUTIONS, LLC	Registry		Registry	

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/24/2025

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
Acrisure Southeast Partners Insurance Services, LLC
1317 Citizens Blvd
Leesburg FL 34748

License#: BR-1796553
ROSTSOL-01

INSURED
Rostan Solutions LLC
3433 Lithia Pinecrest Rd #287
Valrico FL 33596

CONTACT NAME: Caroline Gonzalez
PHONE (A/C, No, Ext): 800-845-8437 **FAX (A/C, No):**
E-MAIL ADDRESS: carogonzalez@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Homeland Insurance Company of New York	34452
INSURER B : The Continental Insurance Company	35289
INSURER C : Continental Casualty Company	20443
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1857488528 **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			793012804-0002	9/29/2025	9/29/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractor Poll						MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY			8033641378	9/29/2025	9/29/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP Basic	$ 10,000
A	UMBRELLA LIAB [X] OCCUR			793012805-0002	9/29/2025	9/29/2026	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC 8033641350	9/29/2025	9/29/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (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
A	Professional Liab			793012804-0002	9/29/2025	9/29/2026	Each claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

~Evidence of Insurance c/o Rostan Solutions, LLC
3433 Lithia Pinecrest Road Suite 287
Valrico FL 33596

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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FIRM NAME		
Rostan Solutions, LLC		
FAX	**WEBSITE**	**FEIN**
813.333.7330	www.rostan.com	20-5425053

ROSTAN OFFICE LOCATIONS

9897 Lake Worth Road, Suite 303, Lake Worth, FL 33467 – *Corporate*
3433 Lithia Pinecrest Road, Suite 287, Valrico, FL 33596 – *Regional*
8282 Goodwood Boulevard, Baton Rouge, LA 70806 – *Regional*
4600 Goer Drive, Suite 200A, North Charleston, SC 29406 – *Regional*
3000 Gulf Breeze Parkway, Gulf Breeze, Florida 32563 – *Regional*
2043 Coteau Road, Suite 101, Houma, LA 70364 – *Regional*

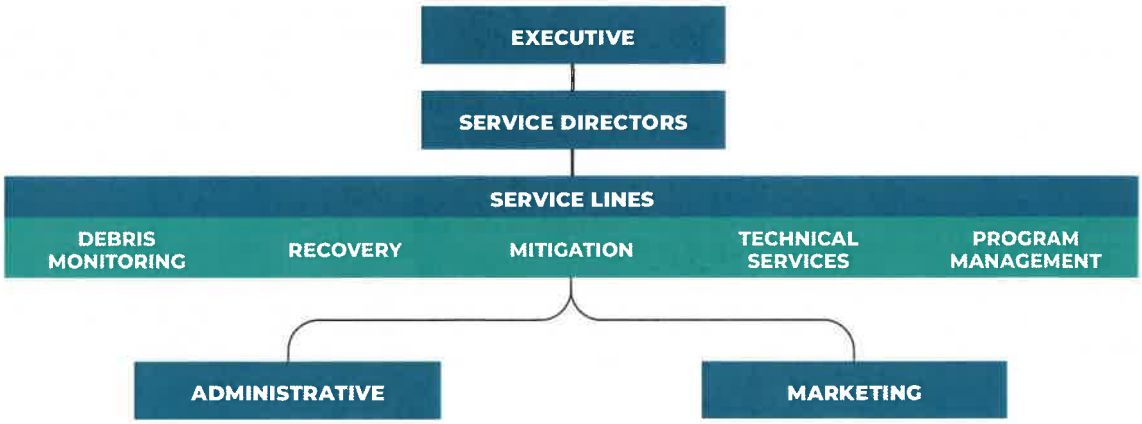


ROSTAN PRINCIPALS [AUTHORIZED NEGOTIATORS]

Darius Stankunas	Sam Rosania	Travis Mays	Kyle Jones
President	Executive Vice President	Vice President	Vice President
561-701-7390	813-505-1313	713-823-2002	225-202-3637
dstankunas@rostan.com	srosania@rostan.com	tmays@rostan.com	kjones@rostan.com

YEAR ESTABLISHED	DUNS	SYSTEM FOR AWARD MANAGEMENT [SAM] STATUS
2006	964990340	Active

2.2 FIRM ORGANIZATIONAL STRUCTURE



2.3 EXPERIENCE OVERVIEW

Rostan has a proven track record of providing debris monitoring services throughout the United States. The projects depicted below, all of which have been completed successfully, highlight our team's experience performing similar services.

EVENT YEAR	CLIENT	STATE	EVENT NAME	FEMA-DR	DURATION	PRIME	ADMS USED	DEBRIS TYPE / QUANTITY
2024	City of Kenneth City	FL	Hurricane Milton	4834	Oct. 2024 - Feb. 2025	✓	HaulPass®	614.1 CY C&D / 413.0 CY Compacted C&D / 2,420.2 CY Mulch / 8,068.4 CY Vegetative
2024	City of Leesburg	FL	Hurricane Milton	4834	Oct. 2024 - Nov. 2024	✓	HaulPass®	46,359.1 CY Vegetative
2024	Town of North Redington Beach	FL	Hurricane Milton	4834	Oct. 2024 - Dec. 2024	✓	HaulPass®	18,899.6 CY C&D / 11,213.8 CY Compacted C&D / 251.5 CY Sand / 39.2 CY Vegetative
2024	City of North Port	FL	Hurricane Milton	4834	Nov. 2024 - Feb. 2025	✓	HaulPass®	31,478.8 CY Mulch / 11,699.5 CY Vegetative
2024	City of Pinellas Park	FL	Hurricane Milton	4834	Oct. 2024 - Nov. 2024	✓	HaulPass®	11,591.1 CY C&D / 2,239 Hangers / 13 Leaners / 25,184.2 CY Mulch / 157,365.5 CY Vegetative
2024	Town of Windermere	FL	Hurricane Helene	4828	Oct. 2024	✓	HaulPass®	12,302.4 CY Vegetative
2024	Town of Indian Shores	FL	Hurricane Helene	4828	Oct. 2024 - Jan. 2025	✓	HaulPass®	2,555.3 CY C&D / 706.2 CY Compacted C&D / 4,228.0 CY Sand / 880.0 CY Sediment / 433.7 CY Vegetative
2024	Town of Redington Shores	FL	Hurricane Helene	4828	Oct. 2024 - Jan. 2025	✓	HaulPass®	2,9442.8 CY C&D / 15,188.5 CY Compacted C&D / 16,267.7 CY Sand / 418.0 CY Sediment / 54.5 CY Vegetative
2024	City of St. Pete Beach	FL	Hurricane Helene	4828	Sep. 2024 - Dec. 2024	✓	HaulPass®	206,646.5 CY C&D / 63,114.1 CY & 3,203.09 Tons Compacted C&D / 7,080 lbs. HHW / 4,229.5 CY Mixed Debris / 1,985.4 CY Mulch / 1,042.3 CY Sand / 13,483.8 CY Vegetative
2024	City of Treasure Island	FL	Hurricane Helene	4828	Oct. 2024 - Dec. 2024	✓	HaulPass®	68,655.3 CY C&D / 13,421.4 CY Sand / 17.9 CY Sediment / 6,894.1 CY Vegetative
2024	Glascock County	GA	Hurricane Helene	4830	Oct. 2024 - Mar. 2025	✓	HaulPass®	5,461 Hangers / 10,917 Leaners / 55,615.7 CY Mulch / 437 Stumps / 265,267.1 CY Vegetative
2024	Irwin County	GA	Hurricane Helene	4830	Oct. 2024 - Apr. 2025	✓	HaulPass®	7,579 Hangers / 202 Leaners 66,523.5 CY Mulch / 271,232.0 Vegetative
2024	Lanier County	GA	Hurricane Helene	4830	Oct. 2024 - Jan. 2025	✓	HaulPass®	8,235 Hangers / 6,156 Leaners / 1,695,662.8 CY Vegetative
2024	Lincoln County	GA	Hurricane Helene	4830	Oct. 2024 - Jan. 2025	✓	HaulPass®	1,175 Hangers / 58 Leaners / 79,160.6 CY Mulch / 112,842.8 CY Vegetative
2024	McDuffie County	GA	Hurricane Helene	4830	Oct. 2024 - Apr. 2025	✓	HaulPass®	132.3 CY C&D / 9,823 Hangers / 1,930 Leaners / 228,748.0 CY Mulch / 865,876.9 CY Vegetative
2024	Warren County	GA	Hurricane Helene	4830	Oct. 2024 - Feb. 2025	✓	HaulPass®	4,993 Hangers / 1,791 Leaners / 10,821.2 CY Mulch / 133,180.4 CY Vegetative
2024	West Feliciana Parish	LA	Severe Storms	N/A	Apr. 2024 - May 2024	✓	HaulPass®	114,343.20 CY Vegetative
2024	Assumption Parish	LA	Hurricane Francine	4817	Sep. 2024 - Nov. 2024	✓	HaulPass®	1,726.8 CY C&D / 10,792.2 CY Vegetative
2024	St. James Parish	LA	Hurricane Francine	4817	Sep. 2024	✓	HaulPass®	2,186.4 CY Vegetative (ADMS used by Parish personnel)
2023	City of St. Pete Beach	FL	Hurricane Idalia	4734	Sep. 2023	✓	HaulPass®	357.10 CY C&D / 920.00 LBS HHW / 1,401.40 CY Vegetative

EVENT YEAR	CLIENT	STATE	EVENT NAME	FEMA-DR	DURATION	PRIME	ADMS USED	DEBRIS TYPE / QUANTITY
2023	Suwannee Valley Electric Coop	FL	Hurricane Idalia	4734	Oct. 2023 - Feb. 2024		HaulPass®	38,130 Hangers / 33,274 Leaners / 195,994.80 CY Mulch / 53,463.14 Linear Feet Power Line / 21,337.84 Linear Feet Power Poles / 528 Units Power Pole Hardware / 201 Units Tranformers / 802,192.50 CY Vegetative
2022	City of North Port	FL	Hurricane Ian	4673	Oct. 2022 - Feb. 2023	✓	HaulPass®	232,204.80 CY C&D / 81,845.70 CY Compacted C&D / 20,712 Hangers / 2,979.00 LBS. HHW / 8,543 Leaners / 325,889.00 CY Mulch / 591.70 CY Stumps / 2,132,314.10 CY Vegetative
2022	City of Pinellas Park	FL	Hurricane Ian	4673	Oct. 2022	✓	HaulPass®	5,197.00 CY Vegetative
2022	Town of Windermere	FL	Hurricane Ian	4673	Sep. 2022 - Oct. 2022	✓	HaulPass®	13,926.10 CY Vegetative
2022	Village of Estero	FL	Hurricane Ian	4673	Oct. 2022 - Jan. 2023	✓	HaulPass®	110,514.60 CY C&D / 36,882.90 CY Compacted C&D / 1,110 Units E-Waste / 1,377 Hangers / 7,712.00 LBS. HHW / 47 Leaners / 1,976.40 CY Mixed Debris / 34,726.20 CY Mulch / 190,546.30 CY Vegetative / 660 Units White Goods
2021	Lyon County	KY	Severe Storms, Tornadoes, and Straight-Line Winds	4630	Dec. 2021 - Mar. 2022	✓	HaulPass®	54,957.90 CY C&D / 36 Hangers / 122 Leaners / 248.00 CY Stumps / 3 Units Stumps / 73,242.50 CY Vegetative
2021	St. James Parish	LA	Hurricane Ida	4611	Apr. 2022 - Dec. 2023	✓	HaulPass®	6,158.90 CY Vegetative (ADMS used by Parish personnel)
2021	Brazoria County	TX	Hurricane Nicholas	N/A	Sep. 2021 - Oct. 2021	✓	HaulPass®	58,197.60 CY Vegetative
2020	Cameron Parish	LA	Hurricane Laura	4559	Sep. 2020 - July 2023	✓	HaulPass®	800,493.10 CY C&D / 361.00 CY Concrete / 3,058 Units E-Waste / 1,528 Hangers / 46,180.00 LBS. HHW / 901 Leaners / 3 Units Large Metal Tanks / 252,551.10 CY Marsh Grass / 15,646.00 CY Mixed Waste / 577.89 Tons Regulated Asbestos Containing Material / 306 Units Small Engines / 928 CY Stumps / 11 Units Stumps / 1,978 Units Tires / 350,565.30 CY Vegetative / 4 Units Vehicles / 6 Units Vessels / 4,158 Units White Goods
2019	Charleston County	SC	Hurricane Dorian	4464	Sep. 2019 - Dec. 2019	✓	HaulPass®	5,124 Hangers / 94 Leaners / 39,989.42 Tons Mulch / 615,369.00 CY Vegetative
2018	FDOT (Liberty County)	FL	Hurricane Michael	4399	Oct. 2018 - May 2019	✓	HaulPass®	16,975.80 CY Ash / 6,690.70 CY C&D / 18,990 Hangers / 15,687 Leaners / 18 Stumps / 501,971.20 CY Vegetative
2017	Charleston County	SC	Hurricane Irma	4346	Sep. 2017 - Jan. 2018	✓	HaulPass®	720.10 CY C&D / 81 Hangers / 9 Leaners / 10,510.97 Tons Mulch / 15,119.90 CY Vegetative
2017	City of Coral Springs	FL	Hurricane Irma	4337	Sep. 2017 - Jan. 2018	✓	HaulPass®	2,206.20 CY C&D / 13,316 Hangers / 111 Leaners / 73,093.70 CY Mulch / 205 Units Stumps / 299,335.50 CY Vegetative
2017	City of North Port	FL	Hurricane Irma	4337	Sep. 2017 - Dec. 2017	✓	HaulPass®	675 Hangers / 6 Leaners / 16,301.20 Mulch / 47,240.80 Vegetative
2017	Coral Springs Improvement District	FL	Hurricane Irma	4337	Jan. 2018 - Jun. 2018	✓	HaulPass®	1,250 Hangers / 489 Leaners / 1,942.90 CY Mulch / 7 Units Stumps / 5,009.30 CY Vegetative
2017	Hardin County	TX	Hurricane Harvey	4332	Sep. 2017 - Dec. 2017		HaulPass®	216,120.50 CY C&D / 568.60 CY Mixed Debris / 4,802 Units White Goods
2017	USACE / Xpert's Inc.	PR	Hurricane Maria	4339	Oct. 2017 - Dec. 2018		HaulPass®	692.90 CY Concrete / 2,342,399.20 CY C&D / 167,752.00 CY Fill Dirt / 58,810.90 CY Logs / 683,615.80 CY Mulch / 602,892.10 CY Non-Reducible Mixed Vegetation / 41,436.10 CY Scrap Metal / 88,323.50 CY Sifted Dirt / 457 Units Stumps / 2,680.00 CY Tires / 1,977,037.90 CY Vegetative / 9,809 Units White Goods
2016	Charleston County	SC	Hurricane Matthew	4286	Oct. 2016 - Feb. 2017	✓	HaulPass®	473.22 Tons Ash / 3,303.20 CY C&D / 18,433 Hangers / 410 Leaners / 34,272.36 Tons Mulch / 412,434.60 CY Vegetative
2015	Cumberland County	TN	Ice Storm	4211	May 2015 - Dec. 2015	✓	HaulPass®	11,467 Hangers / 4,649 Leaners / 12,356.30 CY Mulch / 699,401.30 CY Vegetative

2.4 SIMILAR PAST PROJECTS

CITY OF NORTH PORT, FL
PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MANAGEMENT SERVICES
MULTIPLE PROJECTS | 2017 – ONGOING



HURRICANE MILTON | FEMA DR-4834 | 42,000 CY | COST: $165,000

In October of 2024, Hurricane Milton swept through the state of Florida causing significant damage and impacting thousands of people. The City of North Port, home to nearly 75,000 people, was one of the many areas affected by this damaging storm. Tree damage was moderate and isolated but needed to be cleaned up. The City initially conducted collection operations internally but eventually engaged their on-call contractor to finish debris collection efforts. Rostan was activated and monitored the removal of more than 650 truckloads, totaling more than 11,000 cubic yards of vegetative debris. Additionally, collective City and contractor debris was processed into mulch and hauled to final disposal by the City's contractor. More than 30,000 CY of mulch was hauled to final disposal.

HURRICANE IAN | FEMA DR-4673 | 2.8 MILLION CY | COST: $4.1 MILLION

In 2022, North Port, FL was a city of more than 60,000 people and 100 square miles, located on the Southeastern border of Sarasota County. On September 28, 2022, Hurricane Ian made landfall in southwest Florida just below peak intensity as a category 4 hurricane. It was the third-costliest weather disaster on record, and the deadliest hurricane to strike the state of Florida since 1935. The City of North Port was one of the many municipalities affected by this major storm. The impacts

were devastating. Many trees were down and many homes experienced flooding and wind damage. Rostan was activated to provide debris monitoring and public assistance support services and within hours of the storm, Rostan personnel were on the ground hiring local monitors and meeting with the City and contractors to begin work. Rostan monitored nearly 43,000 truckloads of debris totaling approximately 2.4 million cubic yards (CY) collected from the ROW and hauled to three temporary disposal facilities and 3,500 truck loads totaling approximately 400,000 CY of reduced debris hauled to two final disposal facilities. In addition, Rostan monitored the removal of over 8,500 hazardous trees and 20,000 hazardous tree limbs from the ROW.

PROJECT INFORMATION: FEMA DR-4673	
Number of Monitoring Personnel	**245**
Number of Temporary Disposal Sites	**3**
Number of Final Disposal Sites	**3**
Number/Types of Debris Streams C&D, Compacted C&D, HHW, Mulch, Stumps (CY), Vegetative, Hanging Limbs, Leaning Trees	**8**
Total CY	**2,776,089.7**
Total Hangers	**20,712**
Total Leaners	**8,543**
Private Communities (Right of Entry)	**Yes**

Additionally, Rostan continues to serve as the program management consulting firm for all City mitigation and public assistance recovery projects. Rostan is responsible for coordinating all programmatic activities and serves as the City liaison to FEMA and FDEM for all correspondence and meetings. Additional responsibilities include data collection and dissemination for all tasks involved in the project as well as reporting to the state of Florida for record keeping, including state-required requests for reimbursement and quarterly reporting.

GRANT NAME	AWARD AMOUNT	SCOPE OF WORK	DATE
DR4673 (Ian) – Grants Management	$46,157,284.82	Grant and Program Management for CAT A-G projects	2022–Present

HURRICANE IRMA | FEMA DR-4337 | 48,000 CY | COST: $470,000

Following Hurricane Irma, North Port was left with hundreds of damaged, hazardous trees and nearly 50,000 cubic yards of vegetative debris on the Right-of-Way. Awarded the City's standby debris monitoring contract in 2014, Rostan coordinated daily with both the hauling contractor and key City personnel to complete debris cleanup in 73 days. Following the cessation of debris operations, Rostan supported the City through the organization and submission project worksheets (PWs) for both "emergency" and "permanent" work under FEMA's Public Assistance (PA) program. In addition, though outside the scope of Rostan's engagement with the City, Rostan staff provided support to the City to help it secure an $800,000.00 Hazard Mitigation Grant Program (HMGP) grant to purchase and install a backup emergency generator at its City Hall/Emergency Operations Center.

Client Contact: Frank Lama, Solid Waste Manager, 1100 North Chamberlain Blvd, North Port, FL 34286, 941-240-8074, flama@northportfl.gov

mcduffie
County, Georgia

MCDUFFIE COUNTY, GA
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES
HURRICANE HELENE | FEMA DR-4830
1.1 MILLION CY | 2024–2025 | COST: $1.5 MILLION



Hurricane Helene was a devastating category 4 storm that made landfall in the big bend region of Florida and continued north into and across the state of Georgia. This caused an extreme amount of damage to areas that had not seen a storm like this in a long time. McDuffie County, home to more than 21,000 residents, was one of the many areas that was impacted by this devastating storm.

Immediately following the storm, Rostan was hired through an exigent contract to provide debris monitoring services and was later awarded a multi-year standby contract. Rostan monitored the removal of more than 16,000 truckloads of debris collected from the Right-of-Way (ROW) totaling more than 870,000 cubic yards of vegetative debris. Haul out included more than 3.500 truckloads transporting more than 225,000 cubic yards of mulch. In addition to the debris collection, Rostan also monitored the removal of nearly 10,000 hazardous hanging limbs and nearly 2,000 hazardous leaning trees from the ROW.

PROJECT INFORMATION: FEMA DR-4830	
Number of Monitoring Personnel	**73**
Number of Temporary Disposal Sites	**4**
Number of Final Disposal Sites	**3**
Number/Types of Debris Streams C&D, Mulch, Vegetative, Hanging Limbs, Leaning Trees	**5**
Total CY	**1,095,144.7**
Total Hangers	**9,823**
Total Leaners	**1,930**

Client Contact: Pam Workman, Finance Director, 210 Railroad Street, Thomson, GA, 30824
706-595-2109, Pam.Workman@thomson-mcduffie.gov

PINELLAS PARK
• SIMPLY CENTERED •

CITY OF PINELLAS PARK, FL
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES
MULTIPLE PROJECTS | 2022 • 2025



HURRICANE MILTON | FEMA DR-4834 | 194,000 CY | 2024 | COST: $285,000

In October of 2024, Hurricane Milton swept through the state of Florida causing significant damage and impacting thousands of people. The City of Pinellas Park, home to over 53,000 people, was one of the many areas affected by this damaging storm. Rostan was activated to provide debris monitoring services and monitored the removal of more than 4,300 truckloads of debris collected from the Right-of-Way (ROW). This amounted to more than 157,000 cubic yards of vegetative debris and over 11,500 cubic yards of construction and demolition debris. In addition, over 2,200 hazardous hanging limbs were removed from the ROW.

PROJECT INFORMATION: FEMA DR-4834	
Number of Monitoring Personnel	**57**
Number of Temporary Disposal Sites	**1**
Number of Final Disposal Sites	**3**
Number/Types of Debris Streams C&D, Mulch, Vegetative, Hanging Limbs, Leaning Trees	**5**
Total CY	**194,140.8**
Total Hangers	**2,239**
Total Leaners	**13**

HURRICANE IAN | FEMA DR-4673 | 5,200 CY | 2022 | COST: $12,000

Hurricane Ian was one of the most destructive hurricanes to ever make landfall in the state of Florida. It devastated southwest and central Florida in many different places. Pinellas Park is a city located within Pinellas County that has a population of approximately 50,000 people. Rostan was ready to work as soon as the City requested our services to track the debris removal effort. Although this area was not hit as hard as some other areas, there was moderate damage in pockets within the City limits. This resulted in the collection of more than 5,000 cubic yards of debris which was eventually mulched and hauled to a final disposal landfill. Additionally, since 2019, Rostan has served as the program management consulting firm to the City of Pinellas Park for all City mitigation, CDBG, ARPA, and public assistance recovery projects. Rostan is responsible for coordinating all programmatic activities and serves as the city liaison to FEMA and FDEM for all correspondence and meetings. Further responsibilities include data collection and dissemination for all tasks involved in the project as well as reporting to the state of Florida for record keeping, including state-required requests for reimbursement and quarterly reporting.

GRANT NAME	AWARD AMOUNT	SCOPE OF WORK	DATE
FY19 AFG GM	$3M+	Grant and Program Management	2021–2022
DR-4673 (Ian) Debris	$124,739	Debris Management and Monitoring	2022–2023
DR-4673 – Public Assistance	$100K+	Grant and Program Management	2022–Present
DR-4337 HMGP	$3M+	HMGP–Grant Management	2021–Present
ARPA GM	$12M+	ARPA–Grant and Program Management	2022–Present
DR-4673 (Ian) HMGP	$2.5M+	HMGP–Garnett Subdivision Drainage	2022–Present
FY19-FY22 CDBG - Harmony Heights Transportation Improvements	$2.5M+	CDBG–Grant and Program Management	2022–Present
Youth Park Grant Management	$24M+	Grant and Program Management	2022–Present

Client Contact: Kyle Arrison, Construction Services Director, 6250 82nd Ave, Pinellas Park, FL 33781
727-647-0170, karrison@pinellas-park.com

CITY OF ST. PETE BEACH, FL | DEBRIS MANAGEMENT SERVICES
MULTIPLE PROJECTS | 2022 • 2023 • 2024



HURRICANE HELENE | FEMA DR-4828 | 290,000 CY | COST: $430,000

Hurricane Helene was a devastating category 4 storm that made landfall in the big bend region of Florida. The City of St. Pete Beach, home to nearly 10,000 residents, was one of the many areas that was affected by this hurricane with catastrophic flooding. Rostan was contracted to provide debris monitoring services for the City of St. Pete Beach. Rostan monitored the removal of more than 4,600 truckloads of debris collected from the Right-of-Way (ROW). This amounted to more than 1,000 cubic yards of sand debris, 200,000 cubic yards of construction and demolition (C&D) debris, and 13,000 cubic yards of vegetative debris.

PROJECT INFORMATION: FEMA DR-4828	
Number of Monitoring Personnel	**40**
Number of Temporary Disposal Sites	**1**
Number of Final Disposal Sites	**8**
Number/Types of Debris Streams C&D, Compacted C&D, HHW, Mixed Debris, Mulch, Sand, Vegetative	**7**
Total CY	**293,704.7**
Total Hangers	**n/a**
Total Leaners	**n/a**

HURRICANE IDALIA | FEMA DR-4734 | 1,750 CY | COST: $30,000

Hurricane Idalia was a powerful and destructive Category 4 hurricane that caused significant damage across the southeastern United States, especially Florida. The City of St. Pete Beach was one of the many municipalities affected by the storm. At this time, St. Pete Beach was home to approximately 10,000 full-time residents within Pinellas County and was one of the most popular tourist destinations on the west coast of Florida. Rostan was on the ground and ready to work within days of the storm making landfall. Rostan hired local monitors and immediately commenced work in tracking debris removal efforts. This resulted in over 1,400 cubic yards of vegetative debris, 350 cubic yards of C&D debris, and 920 pounds of household hazardous waste being collected from the public ROW and hauled to a final disposal landfill.

HURRICANE IAN | FEMA DR-4673 | 3,630 CY | COST: $32,000

Hurricane Ian cast devastation upon a large majority of Florida, and the city of St. Pete Beach happened to fall victim to some of the damage. Rostan was on the ground and ready to work within days of the storm making landfall. Rostan hired local monitors and immediately commenced work in tracking debris removal efforts. This resulted in nearly 4,000 cubic yards of vegetative debris being collected from the public ROW and hauled to a temporary disposal site. The debris was then mulched and hauled to a final disposal landfill.

Client Contact: Camden Mills, Director of Public Services, 7581 Boca Ciega Dr, St Pete Beach, FL 33706
727-363-9243, cmills@stpetebeach.org

VILLAGE OF ESTERO, FL
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES
HURRICANE IAN | FEMA DR-4673 | 375,000 CY
2022–2023 | COST: $640,000



Rostan's work with the Village of Estero is representative of the services we provided to our clients throughout the state following Hurricane Ian. The Village of Estero is a community that covers an area of approximately 25 square miles with a population of 37,000 people. It is located in Lee County, FL just south of Fort Myers and includes numerous private, gated communities. Rostan has served as the Village's on-call debris monitoring consultant since 2017. Rostan was in communication with the Village's Department of Public Works before Hurricane Ian had made landfall in preparation for an imminent deployment. Rostan staff was on the ground October 2, 2022, with debris monitoring activities commencing on October 4. Rostan hired over 40 local employees to serve as debris monitors. Debris monitoring efforts were completed in 91 days and a total of 375,000 cubic yards of storm-generated debris was collected and properly disposed. Over 1,350 hazardous limbs and 47 damaged or uprooted trees were also removed. Additionally, 660 white goods, 555 electronic waste items, and just over 7,700 pounds of household hazardous waste was properly disposed of.

PROJECT INFORMATION: FEMA DR-4673	
Number of Monitoring Personnel	**44**
Number of Temporary Disposal Sites	**1**
Number of Final Disposal Sites	**6**
Number/Types of Debris Streams C&D, Compacted C&D, E-Waste, HHW, Mixed Debris, Mulch, Stumps (CY), Vegetative, White Goods, Hanging Limbs, Leaning Trees	**10**
Total CY	**375,756.40**
Total Hangers	**1,377**
Total Leaners	**47**
Private Communities (Right of Entry)	**Yes**

Contact: David Willems, P.E., Public Works Director, 9401 Corkscrew Palms Circle, Estero, FL 33928
239-221-5035, willems@estero-fl.gov



TAB 3 – RESOURCES AND AVAILABILITY

3.1 Project Organizational Structure

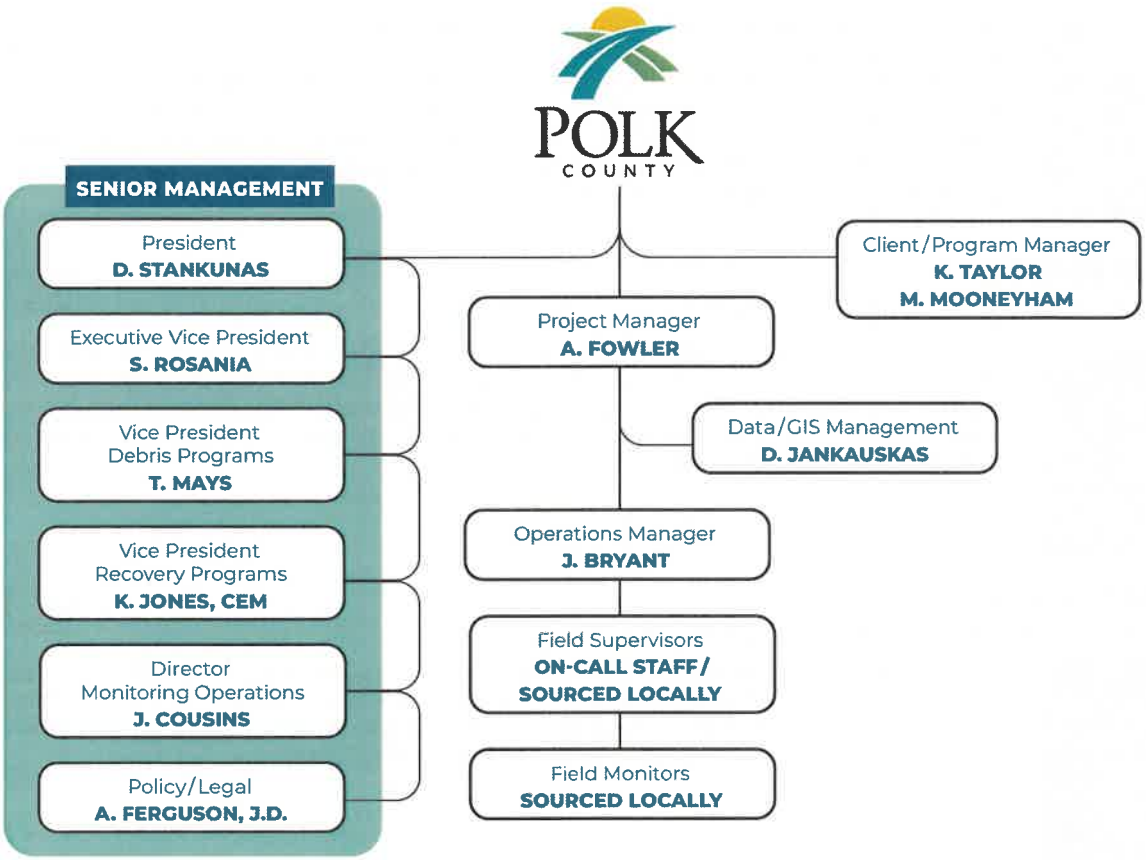
3.2 Key Personnel

3.3 Rostan Team Resumes

3.1 PROJECT ORGANIZATIONAL STRUCTURE

PROJECT ORGANIZATIONAL STRUCTURE

The Rostan team is organized to create a seamless and transparent approach to projects. As shown in the following organizational chart, we have assembled a team of seasoned professionals with the qualifications and experience needed for this project. This organizational structure provides the County with a defined leadership and communication structure.



3.2 KEY PERSONNEL

Rostan has assembled a project team consisting of highly competent professional staff with a proven track record in developing innovative solutions to complex disaster recovery challenges. Our experience is that the key to an expeditious recovery includes careful planning, consistency, and the ability to adapt to changing circumstances and conditions on a frequent basis. We strive to anticipate problems before they arise and resolve them by relying on our past experiences, best-practices, and our understanding of current regulations. Our team has been organized to best meet the needs of the County, so that we can quickly, efficiently, and cost effectively execute the projects tasks that the County requires. We believe that maintaining close communications with County contractors, and State and FEMA representatives provides for efficient recovery management. We also believe that maximizing the use of local personnel not only helps the community recover more quickly, it also provides for operational efficiencies due to familiarity with roads, traffic patterns, and local culture.

DARIUS STANKUNAS

PRINCIPAL • PRESIDENT

ROSTAN



Mr. Stankunas, President of Rostan, has over 30 years of experience in environmental and solid waste management and for the past 20 years has specialized in disaster planning and recovery management activities. He is an expert in pre- and post-event disaster planning and recovery and has managed numerous disaster recovery projects both at the regional and local levels. Mr. Stankunas has served as Program Manager on numerous disaster debris recovery projects in Mississippi, Alabama, Florida, Virginia, New Jersey, Texas, Louisiana, Missouri, South Carolina, North Carolina, Georgia, New York, and Puerto Rico.

SAM ROSANIA

PRINCIPAL • EXECUTIVE VICE PRESIDENT

ROSTAN



Mr. Rosania is the Co-Founder and Executive Vice President of Rostan and has more than 40 years of experience working for the public and the private sector. Mr. Rosania's areas of expertise include disaster management and recovery, integrated solid waste management, and hazardous waste management. He is a co-founder of Rostan and has fulfilled an advisory and support role on every debris monitoring project since Rostan was founded.

TRAVIS MAYS

PRINCIPAL • VICE PRESIDENT, DEBRIS PROGRAMS

ROSTAN



Mr. Mays serves as Rostan's Vice President of Debris Programs. He has 18 years of experience and has personally led the management of some of Rostan's largest debris removal monitoring projects including multiple USACE projects and has had an oversight role on every debris monitoring project since 2011. He has been on staff with Rostan since 2008.

KYLE JONES, CEM

PRINCIPAL • VICE PRESIDENT, RECOVERY PROGRAMS

ROSTAN



Mr. Jones is a Certified Emergency Manager (CEM) with emergency management and hazard mitigation experience. He is regarded as a subject matter expert in the HMGP and FEMA Public Assistance Programs through the International Association of Emergency Managers (IAEM) and has worked with recovery and mitigation projects since 2004. He also specializes in development of PWs, the FEMA appeal process, Code of Federal Regulation (CFR) analysis, and identification of Federal funding sources for clients. Mr. Jones has extensive programmatic knowledge of the 404 and 406 Grant Programs and has over a decade of hands-on experience in managing major Federal disaster declarations and program funding. Mr. Jones has been on staff with Rostan since 2018.

EMPLOYEE SPOTLIGHT

KATIE TAYLOR
CLIENT/PROGRAM MANAGER

ROSTAN



Ms. Taylor has extensive experience in the debris monitoring field. With over 20 years of experience, she will be responsible for implementation of the specific programs tasked by the County. Ms. Taylor is also responsible for program oversight, task order preparation, forecasting, and quality assurance. Ms. Taylor joined the Rostan team in 2025. ***She has served the County during multiple hurricane recovery efforts.***

MATT MOONEYHAM
CLIENT/PROGRAM MANAGER

ROSTAN



Mr. Mooneyham has been a capital projects manager in various sectors for more than 20 years. He has experience in a variety of disciplines including commercial construction, residential construction, local government infrastructure, federal government construction, and emergency management and disaster response. Mr. Mooneyham has completed millions of dollars of infrastructure projects including housing, road and bridge, storm water, other large-scale capital projects. He has an in-depth of understanding of FEMA guidelines and compliance having served as project manager following several disasters, including every major disaster event since 2004. This includes some of the larger events such as Hurricane Ivan, Hurricane Michael, the BP Oil Spill, Hurricane Irma, Maria, Michael, Laura, Ian, Milton/Helene and other smaller hurricanes and natural disasters throughout the United States. Mr. Mooneyham joined the Rostan team in 2025. ***He has previously been involved in the County's debris removal monitoring efforts.***

ALLEN FOWLER
PROJECT MANAGER

ROSTAN



Mr. Fowler is responsible for overseeing field operational activities for field monitors, supervisors, and contractors. This includes hiring and training employees and managing quality assurance. Additionally, Mr. Fowler is adept at strategizing process improvements to ensure tasks are completed in a timely and compliant manner. ***Mr. Fowler has previously served the County during its Hurricane Milton and Ian recovery efforts.***

POLK COUNTY HURRICANE MILTON DISPOSAL SITES



JEFF COUSINS

DIRECTOR, DEBRIS PROGRAMS

ROSTAN



Mr. Cousins has 21 years of experience managing debris monitoring and disaster recovery projects for clients at the local, state, and federal level. He serves as Rostan's Director of Monitoring Operations. He has managed large-scale projects for clients including New Jersey Department of Environmental Protection, Cumberland County, TN, and Liberty County, FL. Mr. Cousins has an array of experience managing ROW debris removal; leaner, hanger, and hazardous stump removal; waterways debris removal, demolition, and PPDR operations from startup to closeout. He has been on staff with Rostan since 2004.

ADAM FERGUSON

POLICY / LEGAL

ROSTAN



Mr. Ferguson has 21 years of experience in disaster recovery, mitigation, and grants management. He acts as a Senior Programmatic Specialist for Disaster Recovery Operations supporting states, local governments, and utilities in the identification, pursuit, and securing of state and federal aid. He is skilled in providing technical guidance and assistance in demonstrating programmatic eligibility. Mr. Ferguson also directs programmatic and administrative appeals processes for clients facing adverse agency determinations. He has been on staff with Rostan since 2017.

JORDAN BRYANT

OPERATIONS MANAGER

ROSTAN



Mr. Bryant has 20 years of disaster recovery management experience and serves as one of Rostan's Senior Project Managers. He is a subject matter expert in all facets of debris programs and has been assigned to serve some of Rostan's most notable clients including Cameron Parish, LA, Coconut Creek, FL, USACE, Puerto Rico Department of Public Works and Transportation (DTOP), Cumberland County, TN, and New Jersey Department of Environmental Protection. Mr. Bryant has extensive experience in debris monitoring, ADMS system support, and FEMA reimbursement support. He has been on staff with Rostan since 2006.

DENISE JANKAUSKAS

GIS/DATA MANAGEMENT

ROSTAN



Ms. Jankauskas has 14 years of experience managing data collection and quality control of data elements for debris monitoring projects. Her strict attention to detail, coupled with a comprehensive background in graphics and design, enables her project teams to meet all project reporting requirements in a timely manner while maintaining the highest data integrity standards. She has been on staff with Rostan since 2012.

For more detailed information, resumes of these key individuals anticipated to serve the County can be found under Section 3.3 Rostan Team Resumes

SAMUEL M. ROSANIA

ROSTAN

Principal · Executive Vice President

YEARS OF EXPERIENCE
43

EDUCATION
University of Florida, Bachelor of Science, Plant Pathology, 1978

CERTIFICATIONS & TRAINING
IS-100: Introduction to Incident Command Systems
IS-200: ICS for Single Resources and Initial Action Incidents
IS-700: National Incident Management System

RECOVERY EVENTS	
2024	Hurricane Milton Hurricane Helene
2023	Hurricane Idalia
2022	Hurricane Ian
2021	Tornado, KY Wildfires, CA Hurricane Ida Hurricane Nicholas
2020	Wildfires, CA/OR Hurricane Zeta Hurricane Delta Hurricane Laura Severe Storms, IA Hurricane Isaias
2019	Hurricane Dorian Flooding, LA Tornado, TX
2018	Hurricane Michael Hurricane Florence
2017	Hurricane Maria Hurricane Irma Hurricane Harvey
2016	Hurricane Matthew Flooding, LA
2015	Flooding, SC Avian Flu, IA Ice Storms, TN
2014	Ice Storm, GA
2012	Hurricane Sandy
2011	Hurricane Irene Tornado, MO Tornado, AL
2010	Earthquake, Haiti Earthquake, Chile
2008	Hurricane Ike
2006	Ice Storm, NY
2005	Hurricane Katrina Hurricane Rita Hurricane Wilma

Mr. Rosania has more than 43 years of experience working for the public and the private sector related to disaster management and recovery, Public Assistance funding, emergency management, public health, integrated solid waste management and hazardous waste management. Mr. Rosania has been extensively involved with hazard mitigation, emergency management and disaster management and recovery operations since 1998. He is recognized as an expert in Integrated Solid Waste Management Planning and pre- and post- incident disaster planning and recovery. Mr. Rosania has managed numerous disaster recovery projects both at the regional and local level. He is very familiar with local, state and federal regulations associated with disaster management and mitigation, solid and hazardous waste management, including the Stafford Act and FEMA regulations.

RECENT PROFESSIONAL EXPERIENCE

MULTIPLE FLORIDA JURISDICTIONS
FEMA DR-4828 & DR-4834 || 2024–2025

Project Cost: $1,790,000.00

DEBRIS MONITORING. PROGRAM MANAGEMENT, AND PUBLIC ASSISTANCE SUPPORT SERVICES

Following Hurricanes Helene and Milton, Rostan was activated by several on-call clients in southwest Florida to support debris removal operations. Clients included:

City of Belleair Beach City of North Port City of Pinellas Park City of Safety Harbor City of St. Pete Beach	City of Treasure Island Town of North Redington Beach Town of Redington Beach Town of Redington Shores

MULTIPLE FLORIDA JURISDICTIONS
FEMA DR-4673 || 2022–2023

Project Cost: $5,715,000.00

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Principal and Executive Vice President responsible for project quality control and providing technical expertise to support Rostan's deployment and debris monitoring projects for multiple jurisdictions following Hurricane Ian. Rostan was activated by several on-call clients in Florida to provide debris monitoring and public assistance support services. Rostan hired more than 300 local monitors to support these clients recovery efforts. Clients include:

City of Sarasota Village of Estero	Town of Windermere City of North Port	City of Pinellas Park City of St. Pete Beach

The City of North Port, FL was particularly hard hit as the eyewall of Hurricane Ian hovered over the City for several hours. Nearly 200 monitors were hired to support this effort resulting in the collection of more than 2,000,000 cubic yards of debris and the removal of nearly 30,000 hazardous trees and hanging limbs. Three DMS locations and two final disposal sites were utilized.

SAMUEL M. ROSANIA

ROSTAN

Principal • Executive Vice President

MULTIPLE LOUISIANA JURISDICTIONS || FEMA DR-4611 || 2021–2022

Project Cost: $715,000.00

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Following Hurricane Ida, Rostan was activated by several on-call clients in eastern Louisiana to support debris removal operations and implement private property debris removal (PPDR) programs. Clients include:

New Orleans City Park	City of Slidell	Plaquemines Parish	St. James Parish
City of Gretna	Town of Pearl River	Town of Lutcher	Town of Gramercy

BRAZORIA COUNTY, TX || HURRICANE NICHOLAS || 2021

Project Cost: $100,000.00

DEBRIS MONITORING AND MANAGEMENT SERVICES

Rostan was activated to provide debris monitoring services following impacts from Hurricane Nicholas in Brazoria County, TX. Rostan monitored the removal and disposal of nearly 60,000 CY. Nearly 900 loads of debris were received at the disposal site by County contractors. Additionally, Rostan documented receipt of debris at the DMS from a number of other municipalities within the County.

WEST FELICIANA PARISH, LA || FEMA DR-4462 || 2019–2021

PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT

Project Principal responsible for providing overall project quality following severe catastrophic flooding in March 2019. Also provided, as needed, recommendations and guidance regarding all Public Assistance categories (A-G), as well as, 406 and 404 Mitigation opportunities associated with the Parish's damaged infrastructure.

CHARLESTON COUNTY, SC || FEMA DR-4464 || 2019–2020

Project Cost: $600,000.00

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project Principal and Client Liaison responsible for Rostan to provide debris monitoring services to oversee debris contractor collection services countrywide. Services included debris monitoring and management, FEMA Public Assistance program and other funding program assistance related to County owned and/or maintained public infrastructure, procurement assistance and construction/post construction support.

MULTIPLE FLORIDA JURISDICTIONS || FEMA DR-4399 || 2018–2019

Project Cost: $2,000,000.00

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Mr. Rosania served as the Client Liaison for all debris monitoring and Public Assistance support projects in the State of Florida following Hurricane Michael. Rostan is currently providing our services to 12 clients located in the Florida Panhandle, including Liberty County, Calhoun County, and the cities of Bristol, Chattahoochee, and Quincy.

MULTIPLE FLORIDA JURISDICTIONS || FEMA DR-4337 || 2017–2018

Project Cost: $4,783,900.00

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Mr. Rosania served as the Client Liaison for all debris monitoring projects in the State of Florida following Hurricane Irma. In total Rostan provided debris removal monitoring services to more than 20 clients throughout the state.

CHARLESTON COUNTY, SC || FEMA DR-4241 || 2015 – ONGOING

PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT

Client Liaison responsible for Rostan providing professional disaster recovery services to Charleston County SC as a result of severe storms and flooding from October 1-23, 2015 (FEMA DR-4241). Services include debris monitoring and management, FEMA Public Assistance program and other funding program assistance related to County owned and/or maintained public infrastructure, procurement assistance and construction/post construction support.

TRAVIS MAYS

ROSTAN

Principal | Vice President

YEARS OF EXPERIENCE
18
EDUCATION
Bachelor of Business Administration, University of Houston, 2006
CERTIFICATIONS & TRAINING
Construction Quality Management (CQM) – USACE/NAVFAC
Hazardous Waste Operations and Emergency Response Training (40HR Initial/8 HR Refresher)
IS-100: Introduction to Incident Command Systems

RECOVERY EVENTS	
2025	Flooding, TX
2024	Hurricane Milton Hurricane Helene Hurricane Francine Potential Tropical Cyclone 8 Hurricane Beryl Severe Storms, TX Severe Storms, KY Severe Storms, LA
2023	Hurricane Idalia
2022	Hurricane Ian
2021	Tornado, KY Wildfires, CA Hurricane Ida Hurricane Nicholas
2020	Wildfires, CA/OR Hurricane Zeta Hurricane Delta Hurricane Laura Severe Storms, IA Hurricane Isaias
2019	Hurricane Dorian Flooding, LA Tornado, TX
2018	Hurricane Michael Hurricane Florence
2017	Hurricane Maria Hurricane Irma Hurricane Harvey
2016	Hurricane Matthew Flooding, LA
2015	Flooding, SC Avian Flu, IA Ice Storms, TN
2012	Hurricane Sandy
2011	Hurricane Irene Tornado, MO Tornado, AL
2010	Earthquake, Haiti
2008	Hurricane Ike

Mr. Mays joined the Rostan team in 2008 following a brief stint in the insurance industry after graduating from the University of Houston in 2006. He serves as a Principal and Rostan's Vice President of Debris Programs. Mr. Mays prefers a hands-on approach to projects and is regularly involved in the day-to-day activities of Rostan projects large and small. During his 18 years with Rostan, he has served in every operational debris monitoring role and utilizes this experience, and knowledge gained working on behalf of more than 100 clients, to shape his team's continued development.

Mr. Mays is integrally involved in the day-to-day management of Rostan's debris monitoring services line. Responsibilities include mobilization and logistics, resource management, procurement and contracting, budgeting, invoicing and accounts receivable, technical program and policy support, HaulPass® development and integration, and client development and management.

RECENT PROFESSIONAL EXPERIENCE

MULTIPLE FLORIDA JURISDICTIONS
FEMA DR-4834 || 2024–2025

Project Cost: $778,000.00

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Serving as the primary contractual and administrative contact for clients, Rostan was activated to provide debris monitoring services by 7 clients following Hurricane Milton's severe wind impacts along the Florida Gulf Coast. Clients included:

City of Leesburg City of Minneola City of North Port City of Pinellas Park	Empath Heath Town of Kenneth City Town of Windermere

MULTIPLE FLORIDA/GEORGIA JURISDICTIONS
FEMA DR-4828/4830 || 2024-2025

Project Cost: $8,162,000.00

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Serving as the primary contractual and administrative contact for clients, Rostan was activated to provide debris monitoring services for 16 clients across Florida and Georgia following Hurricane Helene's enduring impact on the east coast of Florida. Clients included:

City of Belleair Beach, FL City of Safety Harbor, FL City of St. Pete Beach, FL City of Treasure Island, FL Town of Indian Shores, FL Town of North Redington Beach, FL Town of Redington Beach, FL Town of Redington Shores, FL	City of Garden City, GA City of Ocilla, GA Glascock County, GA Irwin County, GA Lanier County, GA Lincoln County, GA McDuffie County, GA Warren County, GA

TRAVIS MAYS

ROSTAN

Principal | Vice President

ASSUMPTION PARISH, LA || HURRICANE FRANCINE || FEMA DR-4817 || 2024

DEBRIS MONITORING SERVICES

Project Cost: $81,000.00

Hurricane Francine impacted Louisiana in the early summer of 2024 causing widespread impacts. Assumption Parish activated its contract with Rostan to provide debris monitoring services. Served as the primary contractual and administrative contact for this client.

MULTIPLE FLORIDA JURISDICTIONS || FEMA DR-4673 || 2022–2023

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project Cost: $5,715,000.00

Project Principal and Vice President responsible for project quality control and providing technical expertise to support Rostan's deployment and debris monitoring projects for multiple jurisdictions following Hurricane Ian. Rostan was activated by several on-call clients in Florida to provide debris monitoring and public assistance support services. Rostan hired more than 300 local monitors to support these clients recovery efforts. Clients include:

City of Sarasota	Town of Windermere	City of Pinellas Park
Village of Estero	City of North Port	City of St. Pete Beach

The City of North Port, FL was particularly hard hit as the eyewall of Hurricane Ian hovered over the City for several hours. Nearly 200 monitors were hired to support this effort resulting in the collection of more than 2,000,000 cubic yards of debris and the removal of nearly 30,000 hazardous trees and hanging limbs. Three DMS locations and two final disposal sites were utilized.

MULTIPLE LOUISIANA JURISDICTIONS || FEMA DR-4611 || 2021–2022

DEBRIS MONITORING, PROGRAM MANAGEMENT, AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project Cost: $715,000.00

Following Hurricane Ida, Rostan was activated by several on-call clients in eastern Louisiana to support debris removal operations and implement private property debris removal (PPDR) programs. Clients include:

New Orleans City Park	City of Slidell	Plaquemines Parish	St. James Parish
City of Gretna	Town of Pearl River	Town of Lutcher	Town of Gramercy

MULTIPLE LOUISIANA JURISDICTIONS || FEMA DR-4559, DR-4570, DR-4577 2020–2022

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project Cost: $3,447,000.00

Project Principal and Vice President responsible for project quality control and providing technical expertise to support Rostan's deployment and debris monitoring projects for multiple jurisdictions in Louisiana following Hurricanes Laura, Delta and Zeta. Rostan provided services to West Feliciana Parish, the second debris removal project for this client in as many years, and to New Orleans City Park. Rostan's response in Cameron Parish, where Hurricane Laura made landfall, was Rostan's largest project of 2020, requiring more than 100 employees and documenting the collection of more than 1.4 million cubic yards.

CHARLESTON COUNTY, SC || FEMA DR-4464 || 2019–2020

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project Cost: $1,500,000.00

Charleston County, SC activated Rostan after Hurricane Dorian to provide debris monitoring services to oversee debris collection services county-wide. The largest of the five deployments, Rostan hired more than 100 local employees to serve as debris monitors and field supervisors. As a senior consultant and Rostan's Debris Programs Manager, Mr. Mays was involved integrally in the day-to-day operations on this project. He represented Rostan in all County meetings, coordinated the deployment of HaulPass®, and managed the quality control program for all project data. He is currently supporting the County's reimbursement effort.

KYLE A. JONES, CEM

ROSTAN

Principal | Vice President | Senior Advisor

YEARS OF EXPERIENCE

22

EDUCATION

BA, Business Administration, Louisiana State University, 2007

PROFESSIONAL REGISTRATION

Certified Emergency Manager (CEM)

QUALIFICATIONS

- FEMA Professional Development Series
- IS-139: Exercise Design
- IS-230 b: Fundamentals of Emergency Management
- IS-235 b: Emergency Planning
- IS-240 a: Leadership & Influence
- IS-241 a: Decision Making & Problem Solving
- IS-242 a: Effective Communication
- IS-244 a: Developing & Managing Volunteers
- FEMA Multi-Hazard Emergency Planning for Schools – Train the Trainer
- HS/TEEX Threat & Risk Assessment Course
- IS-00001: Emergency Program Manager
- IS-07: A Citizen's Guide to Disaster Assistance
- IS-26: Guide to Points of Distribution
- IS-100: Intro to ICS
- IS-100.SCa: Intro to ICS for Schools
- IS-200: ICS for Single Resources & Initial Action Incidents
- IS-212: Intro to Unified Hazard Mitigation Assistance

Mr. Jones is a Certified Emergency Manager with a tenured background in emergency management, public assistance, hazard mitigation, and other federal cost recovery programs. He specializes in maximizing funding sources for clients and applying the federal regulations and/or policies to projects. Mr. Jones also specializes in FEMA Appeals, Code of Federal Regulation analysis, and interfaces with FEMA/HUD and State Agencies on behalf of clients to ensure program success for project funding. Mr. Jones' extensive disaster recovery background yields tremendous programmatic knowledge of the 404 and 406 mitigation programs with nearly two decades of hands-on experience in managing HMGP/HMA, Public Assistance Programs, and other major federal disaster declarations on behalf of clients.

PROJECT AND PROGRAMS EXPERIENCE

PROGRAM MANAGEMENT || 2014–PRESENT

FEMA PUBLIC ASSISTANCE PROGRAMS

Served as the Program Executive for Public Assistance Programs on behalf of clients that are impacted by a disaster totaling over $5B in program management since 2014. Responsible for the operation and management of the program and representing client interests from the initial damage assessment phase, through the project scoping meeting, to costing and reimbursements until closeout and if applicable, appeals and/or arbitration across numerous sectors of Applicants and Sub-Applicants. Client Sectors include State Agency, Local County/Parish Government, Municipal Governments, Water Districts, Utilities, Houses of Worship, Private Non-Profits, Hospital Systems, School Systems, Housing Authorities, Drainage Districts and Airports.

FEMA HAZARD MITIGATION PROGRAMS

Served as the Program Executive for Hazard Mitigation Programs on behalf of clients that are allocated or seek to apply for Hazard Mitigation funding through the 404 HMGP Program or through the Non-Disaster Grant Programs. Mr. Jones has managed and overseen over $500MM in project awards spanning his career in residential mitigation projects for Acquisitions, Elevations, Mitigation Reconstructions, Safe Rooms, Drainage/Infrastructure Projects, Wind Retrofits, Green Infrastructure Design and Generator Initiative projects.

HUD/CDBG PROGRAMS

Served as the Program Executive for HUD and CDBG-DR programs on behalf of clients that are impacted and receive federal funding totaling over $100MM in program management since 2014. Mr. Jones is responsible for managing the overall project and representing client interests from the initial application development phase to the project award. He also oversees the project implementation and coordinates with project stakeholders on behalf of clients to fast track program implementation.

JEFF COUSINS

ROSTAN

Director of Debris Programs

YEARS OF EXPERIENCE
21

CERTIFICATIONS & TRAINING
IS-5.a: Introduction to Hazardous Materials
IS-100: Introduction to Incident Command System
IS-200: ICS for Single Resources and Initial Action Incidents
IS-300: Intermediate ICS
IS-400: Advanced ICS
IS-700: National Incident Management System (NIMS)
IS-800: National Response Framework
HAZWOPER (40-Hour)
OSHA Disaster Training

RECOVERY EVENTS	
2025	Flooding, TX
2024	Hurricane Milton Hurricane Helene Hurricane Francine Potential Tropical Cyclone 8 Hurricane Beryl Severe Storms, TX Severe Storms, KY Severe Storms, LA
2023	Hurricane Idalia
2022	Hurricane Ian
2021	Tornado, KY Wildfires, CA Hurricane Ida Hurricane Nicholas
2020	Wildfires, CA/OR Hurricane Zeta Hurricane Delta Hurricane Laura Severe Storms, IA Hurricane Isaias
2019	Hurricane Dorian Flooding, LA Tornado, TX
2018	Hurricane Michael Hurricane Florence
2017	Hurricane Irma Hurricane Harvey
2016	Hurricane Matthew Flooding, LA
2015	Flooding, SC Avian Flu, IA Ice Storms, TN
2012	Hurricane Sandy
2011	Hurricane Irene Tornado, MO Tornado, AL
2010	Earthquake, Haiti
2008	Hurricane Ike
2006	Ice Storms, NY
2005	Hurricane Wilma Hurricane Katrina

Mr. Cousins has 21 years of experience with Rostan and serves as Rostan's Director of Operations for Debris Monitoring Services. He specializes in disaster management and recovery and has supported debris monitoring and reimbursement projects following some of the world's most devastating disasters, including Hurricane Katrina, the devastating 2010 earthquake in Haiti, Hurricane Sandy, Hurricane Irma, Hurricane Laura, and Hurricane Ian, to name a few. He has experience in logistics and operations coordination, project planning and formulation, procurement assistance, debris management plan development, debris monitoring and ADMS system support, federal and state program policy, and reimbursement support.

RECENT PROFESSIONAL EXPERIENCE

MULTIPLE FLORIDA JURISDICTIONS
FEMA DR-4834 || 2024-2025

Project Cost: $778,000.00

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Serving as the primary operational contact for clients, Rostan was activated to provide debris monitoring services to 7 clients following Hurricane Milton's severe wind impacts along the Florida Gulf Coast. Clients included:

City of Leesburg City of Minneola City of North Port City of Pinellas Park	Empath Heath Town of Kenneth City Town of Windermere

MULTIPLE FLORIDA/GEORGIA JURISDICTIONS
FEMA DR-4828/4830 || 2024-2025

Project Cost: $8,162,000.00

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Serving as the primary operational contact for clients, Rostan was activated to provide debris monitoring services for 16 clients across Florida and Georgia following Hurricane Helene's enduring impact on the east coast of Florida. Clients included:

City of Belleair Beach, FL City of Safety Harbor, FL City of St. Pete Beach, FL City of Treasure Island, FL Town of Indian Shores, FL Town of North Redington Beach, FL Town of Redington Beach, FL Town of Redington Shores, FL	City of Garden City, GA City of Ocilla, GA Glascock County, GA Irwin County, GA Lanier County, GA Lincoln County, GA McDuffie County, GA Warren County, GA

ASSUMPTION PARISH, LA || HURRICANE FRANCINE
FEMA DR-4817 || 2024

Project Cost: $100,000.00

DEBRIS MONITORING SERVICES

Hurricane Francine impacted Louisiana in the early summer of 2024, causing widespread impacts. Assumption Parish activated its contract with Rostan to provide debris monitoring services. Served as the operational contact for this client.

JEFF COUSINS

ROSTAN

Director of Debris Programs

MULTIPLE MUNICIPALITES, FLORIDA || HURRICANE IAN FEMA DR-4673 || 2022-2023

Project Cost: $5,715,000.00

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

As Director of Debris Operations, Mr. Cousins provided support and technical assistance to the Project Managers, serving 6 municipalities in Florida. He was directly responsible for ensuring that our debris monitoring teams provided the highest level of client service. Mr. Cousins was involved in all day-to-day operations. Rostan has deployed more than 400 employees and tracked over 40,000 truckloads totaling more than 2.9 million cubic yards of storm debris. This includes removing more than 30,000 hazardous trees and limbs. Our debris monitoring clients included:

City of North Port	City of Pinellas Park	City of Sarasota	City of St. Pete Beach	Town of Windemere	Village of Estero

BRAZORIA COUNTY, TX || HURRICANE NICHOLAS || 2021

Project Cost: $100,000.00

DEBRIS MONITORING AND MANAGEMENT

As Director of Debris Operations, Mr. Cousins Provided project quality control and technical support during Rostan's activation following Hurricane Nicholas in Brazoria County, TX. Rostan monitored the removal and disposal of nearly 60,000 CY. Nearly 900 loads of debris were received at the disposal site by County contractors. Additionally, Rostan documented receipt of debris at the DMS from several other municipalities within the County.

MULTIPLE MUNICIPALITIES, LOUISIANA || FEMA DR-4611 || 2021-2022

Project Cost: $715,000.00

DEBRIS MONITORING, GRANT MANAGEMENT, AND PUBLIC ASSISTANCE SUPPORT SERVICES

Following Hurricane Ida, Rostan was activated by several on-call clients in eastern Louisiana to support debris removal operations and implement private property debris removal (PPDR) programs. Mr. Cousins provided oversight, quality control, and technical support. Clients include:

New Orleans City Park City of Gretna	City of Slidell Town of Pearl River	Plaquemines Parish Town of Lutcher	St. James Parish Town of Gramercy

CAMERON PARISH, LA || FEMA DR-4559 || 2020-2023

Project Cost: $3,300,000.00

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Director of Debris Operations provided support and technical assistance to the Project Manager in Cameron Parish following Hurricane Laura. Hurricane Laura was the 10th strongest hurricane on record. Mr. Cousins is involved in all day-to-day operations and represents Rostan in Parish meetings. Rostan has deployed more than 100 employees and tracked more than 22,000 truckloads totaling more than 1.3 million cubic yards of storm debris. This includes removing more than 1,700 hazardous trees and limbs, 3,200 white goods, and more than 1,300 electronic waste units.

CHARLESTON COUNTY, SC || FEMA DR-4464 || 2019-2020

Project Cost: $1,500,000.00

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Mr. Cousins served as Project Manager and was responsible for overseeing all aspects of Rostan's services for Charleston County. This included hiring, training, and deploying a local team of debris removal monitors, providing daily client updates, contractor coordination, certification of hauler equipment, and deployment of the HaulPass® Automated Debris Management System. Over 100 local monitors were hired and trained, more than 655,000 cubic yards of debris was collected and processed, and more than 5,200 hazardous trees and limbs were removed.

LIBERTY COUNTY, FL || FEMA DR-4399 || 2018-2019

Project Cost: $2,000,000.00

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Mr. Cousins served as Rostan's Project Manager for our work in Liberty County following Hurricane Michael in October 2018. He was responsible for debris removal monitoring, client coordination, DMS monitoring, hauler invoice reconciliation, and the hiring, training, and deployment of more than 100 local staff. In addition, he was responsible for the successful deployment of the HaulPass® Automated Debris Management System. Over 522,000 cubic yards of storm-generated debris were removed and processed, and more than 34,000 hazardous trees were removed and disposed of.

ADAM T. FERGUSON

ROSTAN

Policy • Legal

YEARS OF EXPERIENCE

21

EDUCATION

University of Miami School of Law, J.D., 2012

University of North Carolina at Wilmington, M.P.A., 2004

University of North Carolina at Wilmington, B.A., Psychology, 2002

LICENSES & CERTIFICATIONS

Member – Florida Bar #0100223

PROFESSIONAL EXPERIENCE

ROSTAN SOLUTIONS || MIAMI, FL
2018–PRESENT
SENIOR ADVISOR, DISASTER RECOVERY PROGRAMS POLICY/LEGAL

MONROE COUNTY, FL || FLORIDA
2017–2018
FLOODPLAIN MANAGER

WITT O'BRIEN ASSOCIATES
WASHINGTON, DC || 2013–2017
HAZARD MITIGATION ADVISOR

FEDERAL EMERGENCY MANAGEMENT AGENCY
ATLANTA, GA || 2005–2009
HAZARD MITIGATION PROGRAM SPECIALIST R IV

Mr. Ferguson serves as a Senior Advisor to all of Rostan's Disaster Recovery Program, with a specific focus on Policy Analysis, Appeals, and Hazard Mitigation. He has served prominent roles in FEMA Disaster Declarations dating from Hurricane Katrina in 2005 through to the 2023 Hurricane Season. He oversees and provides direct support with benefit-cost analysis, programmatic appeals, and complex regulatory compliance issues.

PROJECT AND PROGRAMS EXPERIENCE

STATE OF NEW JERSEY || 2022–PRESENT
LEAD BENEFIT-COST ANALYSIS DEVELOPER

Leads a highly specialized team of diverse professionals in providing state-level policy and technical support to local governments, utilities, and state agencies in identifying viable hazard mitigation projects and developing FEMA-compliant Benefit-Cost Analyses for FEMA's BRIC, HMGP, and FMA programs. This team also provides training to state and local officials and staff, as well as works with the State of New Jersey to rehabilitate and improve existing Benefit-Cost Analyses prepared by others.

LOUISIANA [MULTIPLE CLIENTS] || 2020–PRESENT
SENIOR HAZARD MITIGATION ADVISOR

Works with multiple Parishes, jurisdictions, and state agencies within Louisiana to secure FEMA HMA Program funding, specializing in Benefit-Cost Analysis, complex scope of work development, and problem. Provides as-needed programmatic, policy [appeals], and technical support regarding both 404 and 406 Mitigation projects. Coordinates the resolution of complex grant management issues, request for information responses, and scope/budget modifications.

FLORIDA [MULTIPLE CLIENTS] || 2017–PRESENT
SENIOR HAZARD MITIGATION ADVISOR

Following 2017 Hurricane Season, work with multiple applicants to FEMA's HMGP and 406 Mitigation programs to identify eligible activities, develop and document compliant applications, organize and construct Benefit-Cost Analyses, and coordinate with FEMA and State of Florida to secure federal funding. Provides as-needed programmatic and technical support regarding 406 Mitigation applicants on demonstrating cost-effectiveness and ensuring programmatic compliance.

STATE OF NEW JERSEY || 2013–2017
SENIOR HAZARD MITIGATION ADVISOR

Served as Senior Hazard Mitigation Advisor to the State of New Jersey's State Hazard Mitigation Office (SHMO) and staff for the HMGP following Hurricane Sandy. Responsible for training state staff, developing and conducting public briefings, providing quality control and oversight of contractor work product, and provide technical support for benefit-cost analysis and programmatic appeals.

KATIE TAYLOR

ROSTAN

Client/Program Manager

YEARS OF EXPERIENCE
21
AREAS OF EXPERTISE
Disaster Debris Monitoring
Emergency Management
Management/Project Management
Federal Construction
GRANT EXPERIENCE
FEMA Public Assistance (PA)
SPECIAL SKILLS
Fluent in Spanish

RECOVERY EVENTS	
2024	Hurricane Milton Hurricane Helene Hurricane Debby Severe Storms, FL Severe Storms, LA
2023	Hurricane Idalia
2022	Hurricane Ian
2021	Hurricane Zeta Hurricane Ida
2020	Hurricane Sally Hurricane Laura
2018	Hurricane Michael Hurricane Florence
2017	Hurricane Irma

Ms. Taylor has over 20 years of experience managing various sectors of the disaster/construction industry. Her expertise includes federal/military construction, state government such as, Florida Department of Transportation (FDOT), the Florida Department of Environmental Protection (FDEP), and emergency management and response. Ms. Taylor has completed millions of dollars of federal projects from building construction, remodeling, painting, demolition, to infrastructure including roadway projects as well as large scale asbestos abatement projects. She has served as a part of debris monitoring project management teams for Hurricanes Irma, Michael, Florence, Laura, Delta, Zeta, Ida, Ian, Francine, and most recently Hurricanes Milton and Helene. Ms. Taylor also managed the cleanup efforts following severe flooding in Louisiana, as well as tornadoes that impacted the State of Alabama as well as Mississippi.

PROFESSIONAL EXPERIENCE

PROJECT MANAGER

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Responsible for implementation of the specific programs as tasked by clients. Additionally responsible for program oversight, task order preparation, forecasting, and quality assurance.

CLIENT	STATE	EVENT	DATES	PROGRAM	DEBRIS AMOUNT	STAFF COUNT	PROJECT COST
FDEP	FL	Hurricane Milton	Nov. 2024 – Oct. 2025	Parks	125,337 CY / 5,727 Tons	92	$2,410,900
Marion County	FL	Hurricane Milton	Oct. 2024 – Feb. 2025	ROW	80,852 CY	40	$1,491,002
Highlands County	FL	Hurricane Milton	Oct. 2024 – Mar. 2025	ROW	127,731 CY	41	$1,630,827
Polk County	FL	Hurricane Milton	Oct. 2024 – Oct. 2025	ROW	914,598 CY	242	$8,382,090
FDEP	FL	Hurricane Helene	Oct. 2024 – Oct. 2026	Parks	155,333 CY / 1,680,748 Tons	162	$3,208,314
Wakulla County	FL	Hurricane Helene	Sep. 2024 – Oct. 2025	ROW	17,476 CY	25	$140,830
City of Tallahassee	FL	Hurricane Helene	Sep. 2024 – Jan. 2025	ROW	34,265 CY	34	$32,615
Alachua County	FL	Hurricane Helene	Sep. 2024 – Jan. 2025	ROW	203,568 CY	146	$4,016,532
Leon County	FL	Hurricane Helene	Sep. 2024 – Jan. 2025	ROW	36,903 CY	35	$588,828
City of Mandeville	LA	Hurricane Francine	Sep. 2024 – Oct. 2024	ROW	347 CY	5	$28,625
Lafourche Parish	LA	Hurricane Francine	Sep. 2024 – Oct. 2024	ROW	34,124 CY	13	$287,762
Ascension Parish	LA	Hurricane Francine	Sep. 2024 – Oct. 2024	ROW	14,534 CY	29	$270,917
Leon County	FL	Hurricane Debby	Aug. 2024 – Sep. 2024	ROW	14,995 CY	15	$338,075

KATIE TAYLOR

ROSTAN

Client/Program Manager

CLIENT	STATE	EVENT	DATES	PROGRAM	DEBRIS AMOUNT	STAFF COUNT	PROJECT COST
Leon County	FL	Severe Storms	May 2024 – Sep. 2024	ROW, Parks	353,815 CY	86	$6,505,098
City of Tallahassee	FL	Severe Storms	May 2024 – Sep. 2024	ROW, Parks	456,013 CY	137	$7,422,530
Calcasieu Parish	LA	Hurricane Laura	Nov. 2023 – Oct. 2025	PPDR	46,564 CY / 748 Leaners	62	$297,240,900
Leon County	FL	Hurricane Idalia	Sep. 2023 – Nov. 2023	ROW	22,807 CY	23	$571,244
City of Lake Charles	LA	Hurricane Laura	Nov. 2023 – Oct. 2025	PPDR	20,568 CY / 3,861 Tons	50	$2,903,724
Calcasieu Parish	LA	Hurricane Laura	2021	ROW, ROE, PPDR, Parks, Waterways	9,309,837 CY	938	$297,240,900
City of Gulfport	MS	Hurricane Zeta	2021	ROW	483,147 CY	96	$7,204,267
Baldwin County	AL	Hurricane Sally	2021	ROW, Parks	4,449,278 CY	439	$69,210,200
City of Covington	LA	Hurricane Ida	2020 – 2021	ROW	157,626 CY	76	$4,337,533
Tangipahoa Parish	LA	Hurricane Ida	2020 – 2021	ROW, ROE, PPDR	3,092,064 CY	465	$49,921,126
City of Sulphur	LA	Hurricane Laura	2020	ROW, PPDR	838,412 CY	101	$16,816,536
Town of Vinton	LA	Hurricane Laura	2020	ROW	144,749 CY	50	$2,664,414
Okaloosa County	FL	Hurricane Sally	2020	ROW	30,802 CY / 1,138 Tons	17	$583,009

REGIONAL PROJECT MANAGER

Responsible for communicating with the respective communities, scheduling debris removal operations, ensuring that debris and documentation remain segregated, and communication with client staff.

CLIENT	STATE	EVENT	DATES	PROGRAM	DEBRIS AMOUNT	STAFF COUNT	PROJECT COST
Polk County, Highlands County	FL	Hurricane Ian	Oct. 2022 – Jun. 2023	ROW	1,567,827 CY	361	$29,701,174

REGIONAL OPERATIONS MANAGER

Responsible for the implementation of work plans, dispatching field personnel, staffing, safety, field logistics, and training. Additionally, verified eligibility, compliance, and collection and disposal operations oversight and coordinated directly with project manager daily with progress reports and specific issues.

CLIENT	STATE	EVENT	DATES	PROGRAM	DEBRIS AMOUNT	STAFF COUNT	PROJECT COST
City of Parker	FL	Hurricane Michael	2018 – 2019	ROW	548,766 CY	71	$7,972,786
City of Springfield	FL	Hurricane Michael	2018 – 2019	ROW, ROE, PPDR, Parks, Waterways	754,060 CY	149	$13,904,091
Bay County	FL	Hurricane Michael	2018 – 2020	ROW, PPDR, Canals, Waterways, Drainage	1,385,464 CY	247	$58,979,798
Florida Department of Environmental Protection	FL	Hurricane Michael	2018	Waterways	111,615 CY	37	$15,998,731

OPERATIONS MANAGER

Responsible for overseeing and documenting the final processing of all debris. Coordinated with debris haulers to ensure the appropriate crew numbers were allotted to meet timelines. In addition to training debris monitors, oversaw truck certifications, field activities, and disposal operations. Established staffing schedules, logistics, and asset management. Provided project oversight across multiple projects.

CLIENT	STATE	EVENT	DATES	PROGRAM	DEBRIS AMOUNT	STAFF COUNT	PROJECT COST
City of New Bern	NC	Hurricane Florence	2018	ROW, Waterways	165,226 CY / 19,806 Tons	92	$4,524,526
Polk County, Highlands County	FL	Hurricane Irma	2017 – 2018	ROW	3,161,693 CY / 56,792,899 Tons	543	$43,134,697

MATT MOONEYHAM

ROSTAN

Client/Program Manager

YEARS OF EXPERIENCE
13
EDUCATION
Pensacola State College Associate of Arts, General Studies
AREAS OF EXPERTISE
Disaster Debris Management
Quality Assurance Initiatives
FEMA Compliance Monitoring
Supervision of Field Operations
Operational Scheduling and Dispatch
Category A Documentation and Eligibility Requirements

RECOVERY EVENTS	
2024	Hurricane Milton Hurricane Helene Hurricane Debby Severe Storms, FL
2023	Hurricane Idalia Severe Storms, MS Severe Storms, TN
2022	Hurricane Ian
2021	Hurricane Ida Severe Storms, LA
2020	Hurricane Sally Hurricane Laura Severe Storms, IA
2018	Hurricane Michael Hurricane Florence
2017	Hurricane Irma

Mr. Mooneyham has been a capital projects manager in various sectors for more than 13 years. He has experience in a variety of disciplines including commercial construction, residential construction, local government infrastructure, federal government construction, and emergency management and disaster response. Mr. Mooneyham has completed millions of dollars of infrastructure projects including housing, road and bridge, storm water, other large-scale capital projects. He has an in-depth of understanding of FEMA guidelines and compliance having served as project manager following several disasters, including Hurricanes Zeta, Sally, Michael, and Irma, as well as flooding events.

PROFESSIONAL EXPERIENCE

REGIONAL PROJECT MANAGER

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Responsible for supporting Project Managers that are dedicated to each project. Coordinates debris removal efforts with the clients, contractors, and program managers across multiple projects to make the best use of resources.

CLIENT	STATE	EVENT	DATES	PROGRAM	DEBRIS AMOUNT	STAFF COUNT	PROJECT COST
Leon County, City of Tallahassee	FL	Severe Storms	2024	ROW	Ongoing	Ongoing	Ongoing
State of Colorado, City of Denver	CO	Migrant Shelter Operations	2023 – 2024	Shelter Operations	n/a	n/a	n/a
Leon County	FL	Hurricane Idalia	2023	ROW	22,807 CY	23	$571,244
City of Rolling Fork	MS	Tornadoes	2023	ROW	223,150 CY	16	$1,702,369
Sharkey County	MS	Tornadoes	2023	ROW	355,389 CY / 832,665 Tons	70	$6,921,744
Bibb County	AL	Tornadoes	2021	ROW	71,078 CY	20	$1,495,850
City of Lake Charles	LA	Severe Storms	2021	ROW	36,678 CY	32	$837,045
Tangipahoa Parish	LA	Hurricane Ida	2021	ROW, ROE, PPDR	3,092,063 CY	467	$49,921,126
City of Diamondhead	MS	Hurricane Ida	2021	ROW	7,800 CY	11	$127,308
City of Gulfport	MS	Hurricane Ida	2021	ROW	29,201 CY	14	$520,552
City of Lake Charles	LA	Hurricane Laura	2020	ROW	4,314,831 CY	290	$85,735,146
City of Westlake	LA	Hurricane Laura	2020	ROW	314,844 CY	49	$5,864,232
Town of Iowa	LA	Hurricane Laura	2021	ROW	74,324 CY	37	$1,516,618

MATT MOONEYHAM

ROSTAN

Client/Program Manager

CLIENT	STATE	EVENT	DATES	PROGRAM	DEBRIS AMOUNT	STAFF COUNT	PROJECT COST
City of DeQuincy	LA	Hurricane Laura	2022	ROW	155,684 CY	43	$2,961,499
Lafourche Parish	LA	Hurricane Francine	Sep. 2024 – Oct. 2024	ROW	34,124 CY	13	$287,762
Ascension Parish	LA	Hurricane Francine	Sep. 2024 – Oct. 2024	ROW	14,534 CY	29	$270,917

PROJECT MANAGER

Provided project implementation, oversight and served as the primary point of contact for client staff, contractors, and FEMA representatives. Additionally, oversaw operations as well as hiring and training of local debris monitors when deployed for project setup and to establish field operations.

CLIENT	STATE	EVENT	DATES	PROGRAM	DEBRIS AMOUNT	STAFF COUNT	PROJECT COST
City of Nashville	TN	Tornadoes	2023 – 2024	ROW	678 Tons	7	TBD
Highlands County	FL	Hurricane Ian	2022 – 2023	ROW	459,964 CY	90	$7,877,274
City of Pensacola	FL	Hurricane Sally	Sep. 2020 – Nov. 2020	ROW	574,580 CY / 4,337 Hangers / 98 Leaners	120	$7,702,960
Linn County	IA	Severe Storms	Aug. 2020 – Jan. 2021	ROW	1,102,364 CY / 4,417 Hangers	95	$16,858,711
City of Springfield	FL	Hurricane Michael	Oct. 2018 – May 2019	ROW, Parks	716,424 CY / 3,699 Hangers / 709 Leaners	135	$12,203,161
City of Parker	FL	Hurricane Michael	Oct. 2018 – May 2019	ROW	548,765 CY / 2,457 Hangers / 344 Leaners	71	$7,972,786
City of Callaway	FL	Hurricane Michael	Dec. 2018 – May 2019	ROW	1,102,381 CY / 6,695 Hangers / 2,141 Leaners	109	$19,112,092
City of New Bern	NC	Hurricane Florence	Sep. 2018 – Oct. 2018	ROW	155,411 CY / 9,301 Tons / 2,034 Hangers / 77 Leaners	85	$2,366,212
Polk County	FL	Hurricane Irma	Oct. 2017 – May 2018	ROW	2,270,031 CY / 56,792,899 Tons / 42,620 Hangers / 71 Leaners	440	$30,983,251
Highlands County	FL	Hurricane Irma	Oct. 2017 – May 2018	ROW	891,662 CY / 19,013 Hangers / 358 Leaners	103	$12,151,446

ALLEN FOWLER

ROSTAN

Project Manager

YEARS OF EXPERIENCE
8
EDUCATION
Hardee County High School Diploma
AREAS OF EXPERTISE
Pre-Season Truck Certification
Disaster Debris Monitoring
Scheduling Dispatch
Training
Disposal
Documentation
Reporting
Supervision of Field Operations

Allen Fowler is responsible for overseeing field operational activities for field monitors, supervisors, and contractors. This includes hiring and training employees and managing quality assurance. Additionally, Allen is adept at strategizing process improvements to ensure tasks are completed in a timely and compliant manner.

PROFESSIONAL EXPERIENCE

PROJECT MANAGER

Mr. Fowler led the implementation of programs directed by the client through specific purchase orders. Responsibilities include overseeing program activities, preparing task orders, managing forecasts, and ensuring quality assurance to meet project goals and standards. In addition, he coordinated cross-functional teams, tracked project milestones, and provided regular updates to key stakeholders to ensure seamless execution and alignment with the client's objectives.

- Polk County, FL -Hurricane Milton, 2024–2025
- Leon County, FL -Hurricane Helene, 2024–2025
- Town of Katy, TX - Hurricane Beryl, 2024–2025

OPERATIONS MANAGER

Mr. Fowler assisted with project initiation, the identification of local debris management sites, and the hiring and training of locally hired debris monitors. As an operations manager, he was responsible for managing debris monitoring resources, overseeing field staff, and interacting with clients and partners to efficiently recover disaster debris. This includes scheduling debris monitoring resources, providing field staff with appropriate training, submitting dispatches to account for staff and their hours worked, and documenting recovery efforts.

- Leon County, FL -Hurricane Idalia, September - November 2023
- Sharkey County, MS - Tornadoes, May- July 2023
- City of Rolling Fork, MS -Tornadoes, May-September 2023
- City of Central, LA - Hurricane Ida, September - November 2021
- City of Lake Charles, LA - Severe Storms and Floods, June - October 2021
- Rapides Parish, LA-Hurricane Ida, October 2020-August 2021
- Okaloosa County, FL -Hurricane Sally, September -November 2020
- City of Sulphur, LA-Hurricane Laura, August 2020 -June 2021
- City of Parker, FL -Hurricane Michael, October 2018 -May 2019
- City of Callaway, FL -Hurricane Michael, October 2018 -December 2019
- City of Springfield, FL -Hurricane Michael, October 2018 -July 2019

DEPUTY PROJECT MANAGER

Allen assisted the Project Manager in overseeing field operations, scheduling, health and safety, inventory control, equipment distribution, field staff management, and quality assurance and quality control.

- Polk County, FL -Hurricane Ian, October 2022 -February 2023

JORDAN BRYANT

ROSTAN

Operations Manager

YEARS OF EXPERIENCE
19

CERTIFICATIONS & TRAINING
IS-100: Introduction to the Incident Command System
IS-200: ICS for Single Resources and Initial Action Incidents
IS-700: National Incident Management System (NIMS)
First Aid/Cardiopulmonary Resuscitation (CPR)
HAZWOPER (40 Hour)
OSHA Disaster Training

RECOVERY EVENTS	
2024	Hurricane Helene Hurricane Francine Severe Storms, TX
2023	Hurricane Idalia
2022	Hurricane Ian
2021	Hurricane Ida
2020	Hurricane Laura
2019	Hurricane Dorian
	Flooding, LA
	Tornado, TX
2017	Hurricane Maria
	Hurricane Irma
2016	Flooding, LA
	Tornado, VA
2015	Ice Storms, TN
	Avian Flu Response, IA
2014	Ice Storms, GA
2012	Hurricane Sandy
2011	Hurricane Irene
	Tornado, MO
	Tornado, AL
2010	Earthquake, Haiti
2008	Hurricane Ike
2006	Ice Storms, NY
	Hurricane Katrina

Mr. Bryant joined the Rostan team in 2006 following Hurricane Katrina and currently serves as a senior project manager having responded to more than 20 disaster recovery events in his 19 years with Rostan. He is a seasoned expert in debris monitoring and disaster recovery and is often responsible for managing some of Rostan's most complex deployments including waterborne and private property debris removal projects. He is a key member of Rostan's deployment team and has extensive experience in all aspects of debris monitoring, HaulPass® ADMS system implementation and data tracking, and FEMA reimbursement support.

RECENT PROFESSIONAL EXPERIENCE

LANIER COUNTY, GA || FEMA DR-4830 || 2024

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project Cost: $1,576,000.00

After Hurricane Helene devastated Georgia in September 2024, Rostan was contracted to monitor debris removal across Lanier County. Mr Bryant served as project manager, in charge of monitoring the removal of over 28,000 truckloads of debris from the right-of-way totaling more than 1.7 million cubic yards. Additionally, Mr. Bryant trained and led teams to monitor the removal of over 9,000 hanging limbs and 6,300 hazardous trees throughout the County.

IRWIN COUNTY, GA || FEMA DR-4830 || 2024

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project Cost: $782,000.00

Pursuant to Hurricane Helene, Rostan was contracted to monitor debris removal across Irwin County. Mr Bryant served as project manager, in charge of monitoring the removal of over 6,000 truckloads of debris from the right-of-way totaling more than 270,000 cubic yards. Additionally, Mr. Bryant trained and led teams to monitor the removal of over 7,700 hanging limbs and 200 hazardous trees throughout the County.

ASSUMPTION PARISH, LA || FEMA DR-4817 || 2024

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project Cost: $100,000.00

In September of 2024, Hurricane Francine damaged areas of southern Louisiana. Mr Bryant served as project manager overseeing debris monitoring services.

SUWANNEE VALLEY ELECTRICAL COOP, LIVE OAK, FL FEMA DR-4734 || 2023

AUTOMATED DEBRIS MANAGEMENT SYSTEM

Project Cost: $1,200,000.00

In August of 2023, Hurricane Idalia intensified to a category 4 hurricane and caused extensive damage in northern Florida. Rostan was contracted to provide ADMS services on behalf of Tidal Basin in their effort to monitor debris removal across 4 counties, spanning 4,100 miles of electrical lines. Mr. Bryant served as project manager, overseeing all aspects of Rostan's services,

including, to date, the tracking of over 667,000 cubic yards of debris, and over 66,000 hazardous trees, utilizing over 330 certified hauling and bucket trucks. Mr. Bryant was also in charge of training over 300 debris monitors.

CAMERON PARISH, LA || FEMA DR-4559 || 2020-2021

Project Cost: $3,300,000.00

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project manager in charge of overseeing all debris monitoring services throughout Cameron Parish following the peak Category 4 landfall of Hurricane Laura. The Parish was impacted again mid-project by Hurricane Delta, further complicating an already large-scale cleanup effort. With Parish-wide power outages for months and limited cellular communications, Mr. Bryant led a team of over 100 employees monitoring and tracking over 30,000 truckloads totaling more than 1.4 million cubic yards of storm debris. This included the removal of over 1,900 hazardous trees and tree limbs, over 4,100 white goods, over 3,000 units of electronic waste, over 46,000 pounds of household hazardous waste, and over 300 small engines including derelict vehicles and vessels.

WEST FELICIANA PARISH, LA || FEMA DR-4462 || 2019-2020

Project Cost: $1,500,000.00

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project manager in charge of overseeing the removal of debris following a flooding event that substantially impacted areas of the Parish in 2019. Mr. Bryant was instrumental in helping to oversee the monitoring and tracking of over 6,300 truckloads totaling over 123,000 cubic yards of storm debris removed from the Right-of-Way (ROW).

CHARLESTON COUNTY, SC || FEMA DR-4464 || 2019-2020

Project Cost: $600,000.00

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Operations Manager assisting in overseeing debris cleanup throughout Charleston County following Hurricane Dorian. Mr. Bryant was responsible for overseeing the monitoring and tracking of over 11,750 truckloads totaling over 615,000 cubic yards of storm debris, as well as the removal of over 5,200 hazardous trees and limbs removed from the Right-of-Way (ROW).

PUERTO RICO DEPARTMENT OF PUBLIC TRANSPORTATION & PUBLIC WORKS (DTOP) || FEMA DR-4339 || 2018-2019

Project Cost: $680,000.00

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project manager in charge of overseeing debris cleanup throughout Puerto Rico on behalf of Puerto Rico's DTOP following Hurricane Maria. Mr. Bryant was responsible for overseeing the monitoring and tracking of over 13,300 truckloads totaling over 216,000 cubic meters of storm debris removed from the Right-of-Way (ROW). He served as the lead debris removal consultant, and was responsible for staff training and management, contractor invoice management, and data management and reporting.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FEMA DR-4086 || 2012-2014

Project Cost: $4,996,700.00

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Operations manager in charge of overseeing debris cleanup in 17 municipalities throughout the state of New Jersey following Hurricane Sandy. Mr. Bryant served as the lead operations manager throughout New Jersey, responsible for managing multiple projects concurrently. He supported all field operations throughout the state, typically taking on a direct project management role on most of the larger projects. He was responsible for overseeing the monitoring and tracking of over 33 thousand truckloads of Hurricane Sandy debris totaling 1.3 million cubic yards, and additionally over 2,400 truckloads totaling over 55 thousand tons of debris that was tracked by weight.

Additionally, Mr. Bryant served as operations manager overseeing the debris cleanup of all state waterways in the central region of New Jersey. Mr. Bryant was directly responsible for training and managing a staff of over 30 people spread across a large geographic region. He oversaw all monitoring efforts for the removal of over 80,000 cubic yards of water generated debris, including submerged vehicles and vessels tracked in coordination with the state police. Mr. Bryant was also in charge of overseeing the monitoring of all dredging operations throughout the central region of New Jersey. He also was responsible for all contractor invoice reconciliation. His team successfully monitored and tracked the removal and disposal of over 450,000 cubic yards of dredged material.

DENISE JANKAUSKAS

ROSTAN

Data Manager

YEARS OF EXPERIENCE
14
EDUCATION
BFA, The Cooper Union for the Advancement of Science & Art, 1995
SOFTWARE PROFICIENCIES
HaulPass® Adobe Creative Suite Microsoft Office Suite
CERTIFICATIONS & TRAINING
IS-100.c: Introduction to Incident Command System IS-0632.a: Introduction to Debris Operations

RECOVERY EVENTS	
2025	Flooding, TX
2024	Hurricane Milton Hurricane Helene Potential Tropical Cyclone 8 Hurricane Francine Severe Storms, TX Hurricane Beryl Severe Storms, LA
2023	Hurricane Idalia
2022	Hurricane Ian
2021	Tornado, KY Hurricane Ida Hurricane Nicholas
2020	Hurricane Zeta Hurricane Delta
2020	Hurricane Laura Severe Storms, IA Hurricane Isaias
2019	Hurricane Dorian Flooding, LA Tornado, TX
2018	Hurricane Michael Hurricane Florence
2017	Hurricane Maria Hurricane Irma Hurricane Harvey
2016	Hurricane Matthew
2015	Ice Storms, TN
2012	Hurricane Sandy

Ms. Jankauskas has 14 years of post-disaster experience, joining the Rostan team after the devastation sustained by Hurricane Sandy throughout New York and New Jersey. Prior to Rostan, she was a senior graphic designer at large publishing companies in New York City. She specializes in project data management and quality control, GIS, reporting, and leads Rostan's marketing production efforts. Ms. Jankauskas combines her strict attention to detail, design credentials, data management expertise to administer Rostan's data QC program and deliver integrity-driven deliverables with quality production value.

RECENT PROFESSIONAL EXPERIENCE

VARIOUS CLIENTS, FL || FEMA DR-4828/4834
OCT. 2024–JAN. 2025

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project Cost: $2,251,000.00

Data Manager. Served for Florida debris clean-up following Hurricanes Helene and Milton. Kicked-off ADMS reporting practices and project informational databases. Performed and ensured strict data quality control as well as responsible for implementing any necessary data updates within the HaulPass® software system. Responsible for gathering and dissemination of operational data and visual documentation of multiple debris streams/disposal sites into a cohesive and concise daily operational report for the client including strict data quality control. Additionally responsible for proposal development for standby contracts. Clients included:

City of Belleair Beach	City of Treasure Island
City of Kenneth City	Empath Health
City of Leesburg	Town of Indian Shores
City of Minneola	Town of North Redington Beach
City of North Port	Town of Redington Beach
City of Pinellas Park	Town of Redington Shores
City of Safety Harbor	Town of Windermere
City of St. Pete Beach	

VARIOUS CLIENTS, GA || FEMA DR-4830
OCT. 2024–MAY 2025

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project Cost: $6,689,000.00

Data Manager. Served for Georgia debris clean-up following Hurricane Helene. Kicked-off ADMS reporting practices and project information databases. Performed and ensured strict data quality control as well as responsible for implementing any necessary data updates within the HaulPass® software system. Additionally responsible for proposal development. Clients included:

DENISE JANKAUSKAS

ROSTAN

Data Manager

City of Garden City City of Ocilla Glascock County	Irwin County Lanier County Lincoln County	McDuffie County Warren County

SUWANNEE VALLEY ELECTRIC COOPERATIVE || FEMA DR-4734 DEC. 2023–FEB. 2024

Project Cost: $1,400,000.00

AUTOMATED DEBRIS MANAGEMENT SYSTEM

Data Manager. Serving as ADMS data support on behalf of Tidal Basin's support of SVEC's debris removal efforts in four counties in northern Florida. Kicked-off ADMS reporting practices and project information databases. Performing and ensuring strict data quality control as well as responsible for implementing any necessary data updates within the HaulPass® software system.

MULTIPLE MUNICIPALITIES, FL || FEMA DR-4673 || SEP. 2022–JAN. 2023

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project Cost: $5,715,000.00

Data Manager. Serving the City of North Port, City of Pinellas Park, City of Sarasota, City of St. Pete Beach, Town of Windermere, and Village of Estero in Florida following Hurricane Ian. Responsible for gathering and dissemination of operational data and visual documentation of multiple debris streams/disposal sites into a cohesive and concise daily operational report for the client including strict data quality control. Additionally responsible for proposal development for Estero, North Port, Pinellas Park, St. Pete Beach, and Windermere.

CAMERON PARISH, LA || FEMA DR-4459 || AUG. 2020–JUN. 2023

Project Cost: $3,300,000.00

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Data Manager. Serving during debris removal operations following Hurricane Laura. In addition to proposal development, responsible for gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client including strict data quality control. The project monitored and documented over 1.4 million cubic yards of debris collected across 8 debris streams.

CHARLESTON COUNTY, SC || FEMA DR-4464 || SEP. 2019–JAN. 2020

Project Cost: $1,500,000.00

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Data Manager. Served during debris removal operations following Hurricane Dorian. In addition to proposal development, responsible for gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client as well as strict data quality control. Additionally, responsible for DMS closeout report compilation. The project monitored and documented over 615,000 cubic yards and nearly 40,000 tons of debris.

LIBERTY COUNTY, FL || FEMA DR-4399 || OCT. 2018–MAY 2019

Project Cost: $2,000,000.00

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Data Manager. Served during debris removal operations following Hurricane Michael. Responsible for gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client and strict data quality control. The project monitored and documented over 525,000 cubic yards of debris and nearly 35,000 leaning trees and hazardous limbs.

USACE–JACKSONVILLE DISTRICT/XPERT'S INC. || PUERTO RICO FEMA DR-4339 || OCT. 2017–DEC. 2018

Project Cost: $6,700,000.00

DEBRIS MANAGEMENT DATA SERVICES

Data Manager. Served USACE/Xpert's, Inc. for the Commonwealth of Puerto Rico debris clean-up following Hurricane Maria. Responsible for dissemination of operational data and visual documentation into cohesive and concise daily and weekly operational reports for the client while maintaining strict data quality control. Reporting breakdowns included over 5.9 million cubic yards of 11 debris streams across 57 participating municipalities, 6 debris zones, and over 90 state agencies.



TAB 4 – COMPENSATION SCHEDULE

Addendum #6, Revised Attachment "B" Compensation Schedule

ADDENDUM #6, REVISED ATTACHMENT "B"
COMPENSATION SCHEDULE

Hourly Labor Rates for Disaster Debris Monitoring Services

CONTRACTOR will be compensated on the actual hours of services furnished multiplied by the rates listed in Table 1 below.

Table 1: Hourly Labor Rates

Labor Category	Hourly Billing Rate
Principal -In-Charge	$ 85.00
Project Manager	$ 80.00
Deputy Project Manager	$ 70.00
Operations Manager	$ 65.00
Field Supervisor	$ 50.00
GIS Operator	$ 60.00
Disposal Site Monitor	$ 37.00
Collection Monitor	$ 37.00
Citizen Drop-off Site Monitor	$ 37.00
Billing/Invoicing/Data Manager	$ 60.00
Load Ticket Data Entry Clerk	$ 24.00
Project Coordinator	$ 30.00
GRAND TOTAL	$ 635.00

In accordance with 2 CFR 200 Subpart E, Hourly labor rates shall be direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, travel (mileage, lodging, per diem, etc.), and profit.

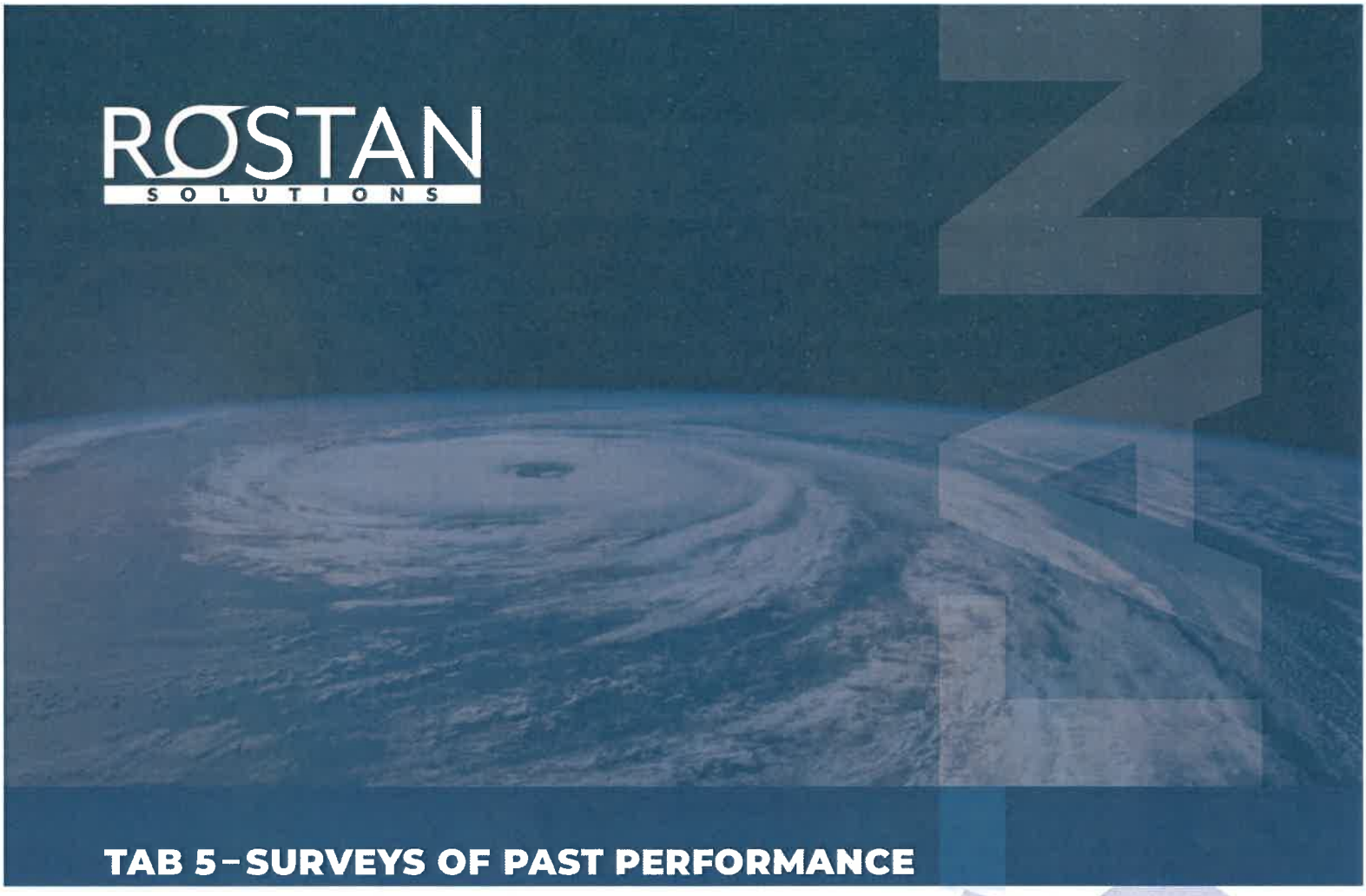
Reimbursable costs are allowed if pre-approved by the County. These costs are limited to office equipment/supplies, office space, cameras, GPS equipment, safety equipment and any other items requested by the County that is not part of the normal work function.

Subcontractor services will be reimbursed at actual costs.

***For items not listed, the County will only pay FEMA approved rates**

**Hourly rates cannot exceed FEMA approved rates

To the best of Rostan's knowledge and experience with Federal and State reimbursement procedures and requirements, that all proposed costs and payment methods are reasonable and customary for the service listed.



TAB 5 – SURVEYS OF PAST PERFORMANCE

City of North Port, Florida

McDuffie County, Georgia

Village of Estero, Florida

City of Pinellas Park, Florida

City of St. Pete Beach, Florida

2011

Survey Questionnaire – Polk County

RFP 26-012, Disaster Debris Monitoring Services

To: Frank Lama, Solid Waste Manager (Name of Person completing survey)

City of North Port, Florida (Name of Client Company/Consultant)

Phone Number: 941-240-8074 Email: flama@northportfl.gov

Subject: Past Performance Survey of Similar work:

Project name: Disaster Debris Monitoring Services–Hurricane Ian

Name of Vendor being surveyed: Rostan Solutions, LLC

Cost of Services: Original Cost: $4,970,000 Ending Cost: $4,020,000

Contract Start Date: 5/2019 Contract End Date: 5/2025

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator FRANK LAMA

Signature of Evaluator: Frank Lama

Please fax or email the completed survey to: jcousins@rostan.com

Survey Questionnaire – Polk County

RFP 26-012, Disaster Debris Monitoring Services

To: Pamela Workman, Finance Director (Name of Person completing survey)

McDuffie County, Georgia (Name of Client Company/Consultant)

Phone Number: 706-595-2109 Email: Pam.Workman@thomson-mcduffie.gov

Subject: Past Performance Survey of Similar work:

Project name: Disaster Debris Monitoring Services–Hurricane Helene

Name of Vendor being surveyed: Rostan Solutions, LLC

Cost of Services: Original Cost: $1,850,000 Ending Cost: $1,420,000

Contract Start Date: 10/2024 Contract End Date: 12/2029

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Pamela Workman

Signature of Evaluator: Pamela Workman

Please fax or email the completed survey to: jcousins@rostan.com

Survey Questionnaire – Polk County

RFP 26-012, Disaster Debris Monitoring Services

To: David Willems, P.E., Public Works Director (Name of Person completing survey)

Village of Estero, Florida (Name of Client Company/Consultant)

Phone Number: 239-221-5035 Email: willems@estero-fl.gov

Subject: Past Performance Survey of Similar work:

Project name: Disaster Debris Monitoring Services–Hurricane Ian

Name of Vendor being surveyed: Rostan Solutions, LLC

Cost of Services: Original Cost: $700,000 Ending Cost: $642,000

Contract Start Date: 2/2020 Contract End Date: 2/2024

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator David Willems

Signature of Evaluator:

Please fax or email the completed survey to: jcousins@rostan.com

Survey Questionnaire – Polk County

RFP 26-012, Disaster Debris Monitoring Services

To: Kyle Arrison, Construction Services Director (Name of Person completing survey)

City of Pinellas Park, Florida (Name of Client Company/Consultant)

Phone Number: 727-647-0170 Email: karrison@pinellas-park.com

Subject: Past Performance Survey of Similar work:

Project name: Disaster Debris Monitoring Services–Hurricane Milton

Name of Vendor being surveyed: Rostan Solutions, LLC

Cost of Services: Original Cost: $500,000 Ending Cost: $286,000

Contract Start Date: 7/2023 Contract End Date: 12/2027

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Kyle B. Arrison

Signature of Evaluator: Kyle B. Arrison

Please fax or email the completed survey to: jcousins@rostan.com

Survey Questionnaire – Polk County

RFP 26-012, Disaster Debris Monitoring Services

To: Camden Mills, Director of Public Services (Name of Person completing survey)

City of St. Pete Beach, Florida (Name of Client Company/Consultant)

Phone Number: 727-363-9243 Email: cmills@stpetebeach.org

Subject: Past Performance Survey of Similar work:

Project name: Disaster Debris Monitoring Services–Hurricane Helene

Name of Vendor being surveyed: Rostan Solutions, LLC

Cost of Services: Original Cost: $430,000 Ending Cost: $430,000

Contract Start Date: 5/2024 Contract End Date: 5/2027

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Camden Mills

Signature of Evaluator: Camden Mills

Please fax or email the completed survey to: jcousins@rostan.com



TAB 6 – REQUIRED DOCUMENTS

Proposers Incorporation Information

Form W-9

Drug-Free Workplace Form

Affidavit Certification Immigration Laws

E-Verify Certification

Exhibit "A" Certification Regarding Debarment, Suspension, etc.

Exhibit "B" Appendix A, 44 C.F.R. Part 186-1 – Certification Regarding Lobbying

Acknowledgment of Firm

Addendum Acknowledgment

Proposers Incorporation Information
(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Rostan Solutions, LLC

DBA/Fictitious Name (if applicable): _____

TIN #: 20-5425053

Address: 9897 Lake Worth Road, Suite 303

City: Lake Worth

State: Florida

Zip Code: 33467

County: Palm Beach County

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Travis Mays

Phone Number: 813-333-7042

Cell Phone Number: 713-823-2002

Email Address: tmays@rostan.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☒ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: Florida

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

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.)

Rostan Solutions, 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) . . . . S

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.

9897 Lake Worth Road, Suite 303

Requester's name and address (optional)

6 City, state, and ZIP code

Lake Worth, FL 33467

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

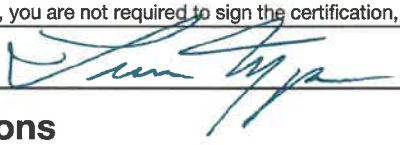
2	0	–	5	4	2	5	0	5	3

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** 2/16/2026

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

2019

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): Rostan Solutions, LLC does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: _____

Date: 2/16/2026

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 26-012, Disaster Debris Monitoring 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: Rostan Solutions, LLC

Signature: _____

Title: Principal/Vice President

Date: 2/16/2026

State of: South Carolina

County of: Charleston

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 16th day of February, 20 26, by Travis Mays (*name*) as Principal/Vice President (*title of officer*) of Rostan Solutions, LLC (*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: Christopher Bellavia

Notary Commission Number and Expiration: 471432659 Exp. 1/6/2031

(AFFIX NOTARY SEAL)

CHRISTOPHER BELLAVIA
NOTARY PUBLIC
My Comm. Exp. Jan 6, 2031
STATE OF SOUTH CAROLINA

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
(Florida Statutes, Section 448.095)

PROJECT NAME: RFP No. 26-012: Disaster Debris Monitoring Services

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 16th day of February, 2026.

ATTEST:

By: _____

PRINTED NAME: Christopher Bellavia

Its: Notary Public, State of South Carolina

CONTRACTOR:

By: _____

PRINTED NAME: Travis Mays

Its: Principal/Vice President

EXHIBIT "A"

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: 

COMPANY NAME: Rostan Solutions, LLC

DATE: 2/16/2026

EXHIBIT "B"

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned Rostan Solutions, LLC (Contractor) certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Rostan Solutions, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official Travis Mays, Principal/Vice President

Date 2/16/2026

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF South Carolina County OF Charleston

The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☒ online notarization this February 16, 2026 (Date) by Travis Mays (Name of officer or agent) as Principal/Vice President (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☒ 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 February 16, 2026 (Date)

_____ (Official Notary Signature and Notary Seal)

Christopher Bellavia (Name of Notary typed, printed or stamped)

Commission Number 471432659 Commission Expiration Date 1/6/2031

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 _____

CHRISTOPHER BELLAVIA NOTARY PUBLIC My Comm. Exp. Jan 6, 2031 STATE OF SOUTH CAROLINA

December 2, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, January 14, 2026, prior to 2:00 p.m.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature
Printed Name: Travis Mays
Title: Principal/Vice President
Company: Rostan Solutions, LLC

January 9, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, January 21, 2026, prior to 2:00 p.m.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature
Printed Name: Travis Mays
Title: Principal/Vice President
Company: Rostan Solutions, LLC

January 16, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Proposal Receiving Date Extension and formal notification that administrative responsibility for this solicitation has been reassigned.

From: Ken Brush
To: Tabatha Shirah
New Point of Contact Email: tabathashirah@polkfl.gov

Effective immediately, all communication related to this solicitation must be directed to Tabatha Shirah at the email address listed above.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, February 4, 2026, prior to 2:00 p.m.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal.

Signature: _____

Printed Name: Travis Mays

Title: Principal/Vice President

Company: Rostan Solutions, LLC

January 30, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #4

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions & Answers and Receiving Date Extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 11, 2026, prior to 2:00 p.m.

Addendum 5 forthcoming, question deadline has closed.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal. This is the only acknowledgment required.

Signature _____
Printed Name: Travis Mays
Title: Principal/Vice President
Company: Rostan Solutions, LLC

RFP 26-012, Disaster Debris Monitoring Services
Addendum # 4

Question 1: If this is a term contract subject to renewal, what is the maximum number of option periods?
Answer 1: The term is 5 years from the effective date of the agreement.

Question 2: Has the current contract gone full term?
Answer 2: The current agreements were set to expire on February 15, 2026, but have been extended and will remain in place until the new agreements are in effect.

Question 3: Have all options to extend the current contract been exercised?
Answer 3: Yes.

Question 4: Who is the incumbent, and how long has the incumbent been providing the requested services?
Answer 4: The current incumbents are Tetra Tech, Inc. as the primary and Thompson Consulting Services, LLC as the secondary. These agreements have been in place since February 16, 2021.

Question 5: What is the maximum number of hours post-event before work must commence?
Answer 5: Staff is communicating 24 to 48 hours before impact. Successful vendors are expected to mobilize as soon as the storm has passed, and the weather conditions are safe to drive in.

Question 6: Are any specific professional credentials required to qualify for the contract?
Answer 6: The vendor must demonstrate significant professional expertise in hurricane response, mitigation, and recovery services including proven experience working in post – storm environments.

Question 7: Will the resulting contract include a guaranteed minimum payment to the vendor?
Answer 7: Yes.

Question 8: Are there any superseding prior agreements that may impact this contract?
Answer 8: No.

Question 9: When/what was the most recent event that precipitated the activation of the existing or previous contract?
Answer 9: Hurricane Milton 2024

Question 10:	Approximately how many cubic yards of debris were collected from the most recent event?
Answer 10:	1 million (Vegetative & C&D)
Question 11:	What estimated or actual dollars were paid to the incumbent(s) after the most recent event?
Answer 11:	Estimated 5.5 Million
Question 12:	How many times have the incumbent's services been utilized in the previous five years?
Answer 12:	The incumbent's services were utilized twice for two different hurricanes and yearly for truck / equipment certification.
Question 13:	If there was a previous solicitation for these services, what was its title, number, release date, and due date?
Answer 13:	RFP 20-299, Disaster Debris Monitoring Services, Released September 3, 2020, and opened October 14, 2020.
Question 14:	When is the anticipated contract start date?
Answer 14:	The agreement is anticipated to be executed in April or May 2026.
Question 15:	Can you please provide greater explanation of your expectations related to any required subcontracting to minority-owned, women-owned, or other types or categories of small or disadvantaged businesses? For example, what is required with the proposal, and what is required to comply during the term of the contract?
Answer 15:	No expectations are applicable with FEMA Funds.
Question 16:	Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?
Answer 16:	No, Proposers must use the pricing sheet provided in the RFP. Negotiations on alternate pricing may be made at Level 4 of the Elevation.
Question 17:	Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable?
Answer 17:	Polk County was satisfied with the current vendor.

Question 18:	Is their a preferred Proposal delivery method, electronic or sealed parcel?
Answer 18:	Electronic
Question 19:	Can the County confirm forms to be returned are: RFP Registration Proposers Incorporation Information Drug Free Workplace Performance Survey Questionnaires Affidavit Certification Immigration Laws Employment Eligibility Verification (E-Verify) Certification Exhibit A: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters Exhibit B: Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying Attachment A (Cooperative agreement for Polk County public agencies) Attachment B: Compensation Schedule
Answer 19:	Yes, all documents listed above, as well as any information requested in each tab, and signature acknowledgement of all addenda issued.
Question 20:	Could the County please confirm where the completed Questionnaire (Exhibit 1) for Tab 5 – Surveys of Past Performance should be sent for RFP 26-012? Should past clients email the completed surveys directly to Polk County, and if so, to which email address? Or should they return them to the vendor for inclusion in our proposal package?
Answer 20:	Please see RFP Package, Preparing the Surveys, page 40. The firm is responsible for ensuring all references/surveys are included in their submittal, and do not have references email Polk County Procurement directly.
Question 21:	Could the County please confirm whether vendors are permitted to include an appendix with additional or supporting information? Specifically, we would like to know if an appendix may be used to provide supplemental details that further explain the firm's experience and qualifications, without conflicting with the page limitations outlined in the Submittal Requirements?
Answer 21:	Please submit only the materials requested in the RFP package. Firms selected for interviews will have the opportunity to provide additional details regarding their experience, qualifications, and related information.

Question 22:	Would the County consider extending the page limit for these sections, as doing so would allow vendors to provide information that may better support the County's evaluation and understanding of each firm's capabilities?
Answer 22:	Not at this time
Question 23:	The RFP uses the phrase 'one page, single or double sided' throughout the proposal that specifies page limits. Could the County please clarify whether this means one physical sheet of paper (allowing content on both sides), or if the County intends this to be a strict one-page limit regardless of printing orientation?
Answer 23:	One page, single- or double-sided, means a single physical sheet.
Question 24:	On Page 11 - Tab 2 and Tab 3 request the same information about Organization Staff Chart & Staff Experience, but on (page 15 RFP) under Evaluation Level 2 under bullet point APPROACH and METHODOLOGY suggests TAB 3 is required for this and measured for 40 points?
Answer 24:	See Revision 1 below.
Question 25:	Is there a firm currently providing these same services for Polk County? If so, who is the incumbent?
Answer 25:	AshBritt
Question 26:	If there is an incumbent providing these services, are they eligible to respond to the current RFP?
Answer 26:	Yes.
Question 27:	Were the services provided by the incumbent and how would you rate them?
Answer 27:	Yes, incumbent was satisfactory.
Question 28:	How many times has Polk County activated the contract within the last 5 years?
Answer 28:	2
Answer 29:	Can you please advise if a debris monitoring firm is already under contract to perform debris monitoring services for the county? If so, can you please identify the firm?
Answer 29:	Tetra Tech

Question 30: Can you please advise if a performance bond will be required for debris monitoring firms because Attachment D speaks to debris removal, not monitoring. See language below from Attachment D?

Answer 30: Event Performance Bond is required, language will be changed to "Debris Monitoring."

Revision 1

RFP Package, Elevation Level 2, page 15:

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Compensation Schedule (Tab 4) - 10 points
- Surveys of Past Performance (Tab 5) - 10 points

Subtotal Points-20 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tap 2)- 40 points
- **Resources and Availability** (Tab 3)- 40 points

Subtotal Points-80 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

February 5, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #5

RFP 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m.

Respectfully,

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:

Printed Name: Travis Mays

Title: Principal/Vice President

Company: Rostan Solutions, LLC

February 11, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #6

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: questions & answers, revisions, revised Attachment B added to FTP Site and selection committee meeting update.

To receive a copy of **"RFP 26-012, Addendum 6 - Revised Attachment B,"** please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "**RFP 26-012, RFP Attachments**", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

March 4, 2026 @ 3:00 p.m. – 3:30 p.m. at the Polk County Administration Building in the Procurement Conference Room 150;– Procurement will distribute the Proposals and evaluation criteria to the Selection Committee.

March 24, 2026 @ 1:00 p.m. - 3:00 p.m. at the Polk County Administration Building in Conference Room 407 – Selection Committee meeting to score and elevate Proposers. At this meeting the Selection Committee will decide if they would like to interview Proposer(s) or if they would like to recommend to enter into contract negotiations with the highest ranked Proposer.

April 1, 2026 @ 9:00 a.m. – 12:30 p.m. at the Polk County Administration Building in Conference Room 407 – If the Selection Committee decides to interview Proposer(s), the interviews will be held on this date and time.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal. This is the only acknowledgment required.

Signature: 

Printed Name: Travis Mays

Title: Principal/Vice President

Company: Rostan Solutions, LLC

Question 1: Are proposers permitted to input zero-dollar ($0.00) rates for certain roles on *Attachment B: Compensation Schedule*?

Answer 1: No, Proposers may not list $0.00 rates for required labor categories. All positions identified in Attachment B must include a reasonable fully burdened rate. Please see the FTP Site for "**RFP 26-012, Addendum 6 - Revised Attachment B**", some labor categories have been removed.

Question 2: Should the use of an ADMS electronic ticketing system be incorporated into the pricing structure on *Attachment B: Compensation Schedule*?

Answer 2: Yes, if a proposer intends to utilize an ADMS electronic ticketing system, they should incorporate all costs associated with the use of the system into their pricing and shall be fully burdened into the hourly rates for the applicable debris monitoring positions provided on Attachment B: Compensation Schedule.\

Question 3: The manual process of filling out load tickets can jeopardize proper FEMA reimbursement if human error occurs. Utilizing electronic load tickets, computer tablets, and systems employing electronic contractor IDs with an Automated Debris Management System (ADMS) has become the industry standard and is critical for any successful debris operation. Because of the factors listed, we would like to confirm that any charges for the use of an ADMS are to be fully burdened in the proposed debris monitoring positions hourly rates provided and not as a separate hourly rate or separate position, separate flat rate, or substitutional charge for any listed position?

Answer 3: See answer for Question 2 above.

Revision

RFP Package, Tab 4 – page 13-14

Tab 4, Compensation Schedule (10 Points)

Proposers shall complete the compensation schedule included as Attachment B. For items not listed, the County will only pay the FEMA rates.

The unit pricing may be increased by the Procurement Director, or designee, after the contract has been in place for a minimum of 12 months, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director or Designee; however, the hourly rates cannot exceed the FEMA approved rates. No Board action will be necessary for unit price increases.

The Proposer with the lowest total cost will be allocated 10 points. Each additional Proposers cost point allocation will be calculated based upon their relative cost difference from the lowest Proposers cost.

EXHIBIT B - Rostan Solutions
COMPENSATION SCHEDULE

Hourly Labor Rates for Disaster Debris Monitoring Services

CONTRACTOR will be compensated on the actual hours of services furnished multiplied by the rates listed in Table 1 below.

Table 1: Hourly Labor Rates

Labor Category	Hourly Billing Rate
Principal -In-Charge	$ 70.00
Project Manager	$ 70.00
Deputy Project Manager	$ 70.00
Operations Manager	$ 65.00
Field Supervisor	$ 50.00
GIS Operator	$ 45.00
Disposal Site Monitor	$ 37.00
Collection Monitor	$ 37.00
Citizen Drop-off Site Monitor	$ 37.00
Billing/Invoicing/Data Manager	$ 60.00
Load Ticket Data Entry Clerk	$ 1.00
Project Coordinator	$ 30.00
GRAND TOTAL	$ 572.00

In accordance with 2 CFR 200 Subpart E, Hourly labor rates shall be direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, travel (mileage, lodging, per diem, etc.), and profit.

Reimbursable costs are allowed if pre-approved by the County. These costs are limited to office equipment/supplies, office space, cameras, GPS equipment, safety equipment and any other items requested by the County that is not part of the normal work function.

Subcontractor services will be reimbursed at actual costs.

***For items not listed, the County will only pay FEMA approved rates**

**Equipment rates cannot exceed FEMA approved rates

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.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs

EXHIBIT D

EVENT PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____ as Surety, located at _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of _____Dollars ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain Disaster Debris Monitoring Services Agreement #_____ (the "Agreement") dated _____ between Principal and Obligee for performance of debris monitoring at any County location arising from damage caused by _____, at the times and in the manner prescribed in the Agreement; and

Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Agreement; and

Performs the guarantee of all work and materials furnished under the Agreement for the time specified therein; and

Satisfies all claims and demands incurred under the Agreement, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Agreement during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Agreement granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Agreement as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Agreement and compliance or non-compliance with any formalities connected with the Agreement or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

ATTEST:

PRINCIPAL: _____

BY: _____ (Authorized Signature (Principal)

Printed Name: _____

Title of Person Signing Above: _____

Witness: _____

Witness: _____

ATTEST:

SURETY: _____

Attorney in Fact

Printed Name: _____

Business Address: _____

Witness: _____

Witness: _____

NOTE: Date of the Performance Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

Jay M. Jarvis, P.E.
Director

3000 Sheffield Road
Winter Haven, FL 33880

POLK COUNTY

Board of County Commissioners

PHONE: 863-535-2200
FAX: 863-534-7339
www.polkfl.gov

ROADS & DRAINAGE DIVISION

EXHIBIT E

Date: _____
Company Name: _____
Address: _____
Project Manager: _____

Subject: Conditional Notice to Proceed for Disaster Debris Monitoring Services Agreement #_____

This letter serves as Roads and Drainage's Conditional Notice to Proceed (CNTP) to begin the mobilization process to commence work relative to the above referenced Agreement. This CNTP is limited to the scope of work for storm _____ in accordance with the Agreement and further detailed below:

A performance bond in the amount of $_____ meeting the contract requirements should be emailed to Tabatha Shirah, Sr. Procurement Analyst at tabathashirah@polkfl.gov before the work starts. The original performance bond should be delivered within seven (7) business days from the date above to Polk County Procurement, 330 West Church Street, Room 150, Bartow, Florida 33830, Attn: Tabatha Shirah (863) 534-5935. Please attach a copy to this Notice.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below.

Cordially,

Roads and Drainage _____
(Authorized signature, tile, and date)

I acknowledge receipt of this Notice on:_____(date)

Name of the Authorized Company Representative: _____

Authorized Signature: _____

DISASTER DEBRIS MONITORING SERVICES AGREEMENT (SECONDARY)

THIS DISASTER DEBRIS MONITORING SERVICES AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, 330 W. Church Street, Bartow, Florida, 33830, and Tetra Tech, Inc. (the "Contractor"), a Delaware Corporation, whose principal address is 3475 E. Foothill Blvd., Pasadena, CA 91107, and whose Federal Employer Identification Number is 95-4148514.

WHEREAS, the Contractor has considerable expertise in disaster debris monitoring services; and

WHEREAS, the County desires to retain the services of a competent and qualified Contractor to provide disaster debris monitoring services; and

WHEREAS, the County has solicited for these Contractor services via an advertised request for proposals ("RFP 26-012") and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the County intends to engage the Contractor to provide it the disaster debris monitoring services; and

WHEREAS, the Contractor remains agreeable to providing the County the Contractor services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Contractor hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the Chairman, Board of County Commissioners.

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date, unless otherwise sooner terminated as provided herein.

2.0 Contractor Services

2.1 The County does hereby retain the Contractor to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request for Proposals RFP #26-012 to include all attachments and addenda, and (ii) the Contractor's responsive proposal thereto (collectively, (i) and (ii) are "RFP 26-012"), all of which are

incorporated into this Agreement by this reference. A complete copy of the Scope of Services section of RFP 26-012 and the Contractor's responsive proposal is attached as a composite **Exhibit "A"** and made a part of this Agreement.

2.2 Contractor shall perform the services described in the Scope of Services section of RFP 26-012, as those Services may be further specifically designated and authorized by the County in a separate written Notice to Proceed the County will deliver to the Contractor prior to the Contractor's commencement of the Services required in association with the County's clean-up and recovery from a particular disaster or emergency event. The form for the Conditional-Notice-to-Proceed shall be substantially in the form provided on **Exhibit "E"** which is attached hereto and made a part of this Agreement.

2.3 The County will contact and coordinate with the Contractor prior to issuing a Notice to Proceed for a disaster or emergency event. The Contractor will provide the name(s) of the supervisor(s)\liaison officer who will be primarily responsible for the Contractor providing the required Services. Additionally, before the Notice-To-Proceed is issued the Contractor will deliver to the County a performance bond in the form provided on **Exhibit "D"** which is attached hereto and made a part hereof in an amount to be reasonably determined by the County but which will not be less than $500,000.00. The actual bond amount will be determined based upon the estimated costs of the Services required as a consequence of the particular disaster or emergency event.

2.4 Contractor acknowledges that the County has engaged a primary vendor and may engage a tertiary vendor to provide the Services described in RFP 26-012 should the County determine in its sole and absolute discretion that the Contractor may, is or will be unable to perform the full scope of work of a particular project within the time period the County requires all such work to be completed.

3.0 Compensation

3.1 General

3.1.1 In consideration for its providing the Services, during the Agreement Term the County shall pay the Contractor a fee that shall not exceed the amounts stated in **Exhibit "B"**, which is attached hereto and made a part of this Agreement. The Compensation Schedule identifies all job classifications of those who may perform billable services pursuant to this Agreement and the associated amount the County will pay the Contractor for Services performed by those in each job classification. The County is not obligated to pay the Contractor

a fee for any work performed or Services provided by personnel whose job classifications are not listed on the Compensation Schedule. The hourly rates for labor may be increased by the Procurement Director following the one-year anniversary of the Effective Date, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director but in no event shall the hourly labor rates exceed those approved by the Federal Emergency Management Agency ("FEMA") for any given year. No Board action will be necessary for labor rate increases

3.1.2 All the Contractor's invoices for payment must reference this Agreement and must be submitted using a form approved by the County Auditor.

3.1.3 The Contractor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Roads and Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880

3.1.4 The Contractor will clearly state "Final Invoice" on the Contractor's final/last billing for the Services rendered to the County. The Contractor'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 Contractor hereby waives any charges not properly included on its Final Invoice.

3.1.5 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Contractor's performance of the Service or the County's acceptance of any work.

3.1.6 All Contractor's invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional supporting documents may be requested by the County and, if so requested, shall be furnished by the Contractor to the County Auditor's satisfaction.

3.1.7 The Contractor's project manager or designated payroll officer is attesting to the correctness and accuracy of all charges and requested reimbursements stated in each invoice.

3.1.8 The Contractor's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's

Reimbursable Schedule that is attached as **Exhibit "C"** and made a part of this Agreement. The Contractor's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. To qualify for reimbursement, the Contractor's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

4.0 Contractor's Responsibilities

4.1 The Contractor shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Contractor's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Contractor's performance or nonperformance of this Agreement. The Contractor shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Contractor's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Contractor's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Contractor for such instruments or documents.

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Contractor to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Contractor. Upon receipt of such notice, the Contractor shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Contractor shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Contractor shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subcontractors

If the Contractor requires the assistance of any professional associates or subcontractors in connection with its providing the Services, the Contractor must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Contractor utilizes any professional associates or subcontractors in the delivery of the Services then the Contractor shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Contractor shall not relieve the Contractor of its obligations to the County under this Agreement.

10.0 Indemnification of County

Contractor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited to, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Contractor to comply with applicable laws, rules or regulations, (ii) the breach by Contractor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Contractor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates, subcontractors, agents, and employees; provided, however, that Contractor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The provisions of this Section 10.0 shall survive the expiration or earlier termination of this Agreement.

11.0 Insurance Requirements

The Contractor 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 Contractor 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 Contractor'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 Contractor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Contractor suspend Contractor's performance of the Services for cause until there is full compliance.

Alternatively, the County may purchase such insurance at the Contractor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Contractor 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 Contractor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Pollution Liability Insurance: $1,000,000 including pollution due to automobile operations.

Employer's Liability. $1,000,000.

12.0 Public Entity Crimes

The Contractor understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Contractor.

13.0 Non-Discrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 Designation of Party Representatives

14.1 Upon receipt of a request from the Contractor, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Contractor shall designate or appoint one or more Contractor representatives who are authorized to act on behalf of and to bind the Contractor regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 Independent Contractor

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Contractor shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Contractor shall have no right to speak for or bind the County in any manner.

18.0 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 LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMCO@POLKFL.GOV

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

21.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Polk County Roads & Drainage Division
3000 Sheffield Road
Winter Haven, Florida 33880

For Contractor: Tetra Tech, Inc.
3475 E. Foothill Blvd.
Pasadena, CA 91107

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or

provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Contractor acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Contractor under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Unauthorized Alien(s)

The Contractor 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 Contractor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

25.0 Contractor Representations

25.1 The Contractor hereby represents and warrants the following to the County:

25.1.1 Contractor is a corporation that is duly organized and existing in good standing under the laws of the State of Delaware with full right and authority to do business within the State of Florida.

25.1.2 Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Contractor has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Contractor shall, at no additional cost to the County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Contractor is authorized to do so.

26.0 Default and Remedy

A. Process. If the Contractor materially defaults in the timely performance of any Contract obligation, including any changes, modifications, changes in scope issued thereunder, or if the Contractor is otherwise in material default of the Contract, including, without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call the Performance Bond and Payment Bond, and engage other contractors or providers at the Contractor's sole cost and expense to provide those unperformed or deficient Contract obligations of the Contractor; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Contractor pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Contractor, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of FEMA Public Assistance funding caused, directly or indirectly, by the Contractor's default. Upon any such termination pursuant to this Section, the County shall pay the Contractor the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Contractor shall cease.

B. Certain Material Defaults. Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either County or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Contractor shall notify the County if any of the Contractor's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Contractor shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Contractor shall remove without consequence to the County any of the Vendor's contractors, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform

the Services. The County shall have the right to reject the Contractor's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Edward Green

Name: Tommy Webster

Name: Sommer Parish

Name: Johnathan Burgiel

Name: Ralph Natale

Name: Chuck McLendon

Name: Allison McLeary

Name: Jaezy Dieguez

Name: Jeff Dickerson

Name: Ricardo Bosques

Name: Rika Nagatomo

Name: Macy Moore

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Contractor hereby certifies to the County that the Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is 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, 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 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 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 Contractor hereby acknowledges that it 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.

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 Contractor 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 Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Contractor 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 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 Agreement are greater than or equal to One Million Dollars ($1,000,000).

33. No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

34. Federal Provisions

The Supplemental Conditions – Federal Clauses set forth in the RFP 26-012, attached as **Exhibit A,** are hereby fully incorporated by this specific reference, as if set forth in the body of this Agreement.

35. Breach During Emergency Recovery Period.

Pursuant to §252.505, Fla. Stat., in the event this Agreement concerns goods or services related to a natural emergency, Vendor agrees that if Vendor breaches this Agreement during the Emergency Recovery Period, then the County shall be entitled to (a) a payment of $5000, and (b) recovery of damages, which may take the form of actual and consequential damages or liquidated damages. The term "Emergency Recovery Period" means a one-year period that begins on the date the

Governor of Florida initially declared a state of emergency for a natural emergency. This provision shall survive the termination of this Agreement.

(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK; THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES SIGNATURES.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By: _____
Martha Santiago, Ed., D, Chair
Board of County Commissioners

Date Signed By Chair_____

Reviewed as to form and legal sufficiency:

_____ 6/1/2026
County Attorney's Office Date

ATTEST:

By: _____
Kayla Lemaire
PRINT NAME

Contract Administrator
TITLE

Tetra Tech, Inc.
a Delaware corporation

By: _____
Jonathan Burgiel
PRINT NAME

Business Unit President
TITLE

Date: June 4, 2026

SEAL

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF FLORIDA County OF ORANGE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this June 4, 2026 (Date) by Jonathan Burgiel (Name of officer or agent) as Business Unit 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 [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 June 4, 2026 (Date)

_____ (Official Notary Signature and Notary Seal)

Victoria Menendez (Name of Notary typed, printed or stamped)

Commission Number HH 598321 Commission Expiration Date October 1, 2028

VICTORIA MENENDEZ
Notary Public - State of Florida
Commission # HH 598321
My Comm. Expires Oct 1, 2028
Bonded through National Notary Assn.

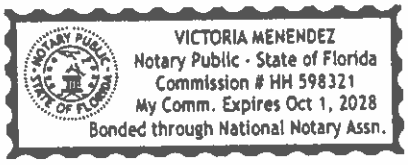
AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 26-012

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: Tetra Tech, Inc.
Signature: Jonathan Burgiel
Title: Business Unit President
Date: June 4, 2026
State of: Florida
County of: Orange
The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 4th day of June, 2026, by Jonathan Burgiel (*name*) as Business Unit President (*title of officer*) of Tetra Tech, Inc. (*entity name*), on behalf of the company, who [X] is personally known to me or [ ] has produced _____ as identification.

Notary Public Signature: Victoria Menendez
Printed Name of Notary Public: Victoria Menendez
Notary Commission Number and Expiration: #HH 598321 10/01/2028
(AFFIX NOTARY SEAL)



EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 26-012

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 4th day of June, 2026.

ATTEST: **CONTRACTOR:**

By: _____ By: _____

Printed Name: Kayla Lemaire Printed Name: Jonathan Burgiel

Its: Contract Administrator Its: Business Unit President

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 Jonathan Burgiel, Business Unit President (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Tetra Tech, Inc.
NONGOVERNMENTAL ENTITY


SIGNATURE

Jonathan Burgiel
PRINT NAME

Business Unit President
TITLE

June 4, 2026
DATE



Detail by Entity Name

Foreign Profit Corporation
TETRA TECH, INC.

Filing Information

Document Number	P19034
FEI/EIN Number	95-4148514
Date Filed	04/28/1988
State	DE
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/30/2003
Event Effective Date	01/02/2004

Principal Address

3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Changed: 07/14/2003

Mailing Address

3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Changed: 07/14/2003

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 03/18/1992

Address Changed: 03/18/1992

Officer/Director Detail

Name & Address

Title Senior Vice President, Chief Engineer

BROWNLIE, WILLIAM R
3475 E. Foothill Blvd.
Pasadena, CA 91107

Title Senior Vice President, Corporate Administration

LEMMON, RICHARD A
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Executive Vice President, CFO and Assistant Secretary

BURDICK, STEVEN M
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Chairman of the Board, CEO

Batrack, Dan L.
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title EVP, Chief Sustainability and Leadership Development Officer

Shoemaker, Leslie L
3475 E. Foothill Blvd.
Pasadena, CA 91107

Title Senior Vice President, Corporate Controller, Chief Accounting Officer

Carter, Brian N
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

Ritrievi, Kimberly E
3475 E FOOTHILL BLVD
PASADENA, CA 91107

Title SVP

BIAGI , JAMES Q, Jr.
4967 U.S. Hwy 42
Ste. 210
Louisville, KY 40222

Title President

Argus, Roger R.
1230 Columbia Street
Suite 1000
San Diego, CA 92101

Title Secretary

Hopson, Preston
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title VPFS

JENKINS, LAWRENCE E
201 E. PINE ST.
ORLANDO, FL 32801

Title Director

Birkenbeuel, Gary R.
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

GANDHI, PRASHANT
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

Obiaya, CHRISTIANA
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

Volpi, Kirsten M
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Senior Vice President, Enterprise Risk Management

O'Rourke, Brendan
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title President, Federal Information Technology Division

Jeannot, Olivier H
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title President, Energy Engineering Division

Weiss, Jonathan
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title President, U.S. Infrastructure Division

SPRINGER, LAUREN
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title VP

Fox, Jon D.
201 E. Pine St.
ORLANDO, FL 32801

Title VP

Bundy, Jonathan C.
201 E. Pine St.
ORLANDO, FL 32801

Title Director

FEELER, JEFFREY R.
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

HARDWICK, M. SUSAN
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Annual Reports

Report Year	Filed Date
2024	01/10/2024
2025	02/25/2025
2026	01/05/2026

Document Images

01/05/2026 -- ANNUAL REPORT	View image in PDF format
02/25/2025 -- ANNUAL REPORT	View image in PDF format
10/11/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
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01/12/2023 – ANNUAL REPORT	View image in PDF format
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05/18/2018 – AMENDED ANNUAL REPORT	View image in PDF format
01/03/2018 – ANNUAL REPORT	View image in PDF format
11/21/2017 – AMENDED ANNUAL REPORT	View image in PDF format
01/05/2017 – ANNUAL REPORT	View image in PDF format
01/12/2016 – ANNUAL REPORT	View image in PDF format
01/07/2015 – ANNUAL REPORT	View image in PDF format
04/24/2014 – AMENDED ANNUAL REPORT	View image in PDF format
01/10/2014 – ANNUAL REPORT	View image in PDF format
01/03/2013 – ANNUAL REPORT	View image in PDF format
02/09/2012 – ANNUAL REPORT	View image in PDF format
01/18/2012 – ANNUAL REPORT	View image in PDF format
02/15/2011 – ANNUAL REPORT	View image in PDF format
01/29/2011 – ANNUAL REPORT	View image in PDF format
01/28/2010 – ANNUAL REPORT	View image in PDF format
01/14/2009 – ANNUAL REPORT	View image in PDF format
02/15/2008 – ANNUAL REPORT	View image in PDF format
03/12/2007 – ANNUAL REPORT	View image in PDF format
02/08/2006 – ANNUAL REPORT	View image in PDF format
02/23/2005 – ANNUAL REPORT	View image in PDF format
01/31/2005 – ANNUAL REPORT	View image in PDF format
05/13/2004 – ANNUAL REPORT	View image in PDF format
05/05/2004 – ANNUAL REPORT	View image in PDF format
03/01/2004 – ANNUAL REPORT	View image in PDF format
12/30/2003 – Merger	View image in PDF format
07/14/2003 – ANNUAL REPORT	View image in PDF format
03/03/2002 – ANNUAL REPORT	View image in PDF format
05/15/2001 – ANNUAL REPORT	View image in PDF format
05/04/2000 – ANNUAL REPORT	View image in PDF format
04/07/1999 – ANNUAL REPORT	View image in PDF format
07/29/1998 – ANNUAL REPORT	View image in PDF format
04/09/1997 – ANNUAL REPORT	View image in PDF format
02/09/1996 – ANNUAL REPORT	View image in PDF format
04/14/1995 – ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Exhibit Ai

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from vendors that are interested in providing debris monitoring services as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 26-012, Disaster Debris Monitoring Services

Description: Provide disaster debris removal monitoring and other related services resulting from, but not limited to, catastrophic events such as tornadoes and hurricanes.

Receiving Period: Prior to 2:00 p.m., Wednesday, December 31, 2025

Bid Opening: Wednesday, December 31, 2025, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Special Instructions

Questions regarding this RFP must be in writing and must be sent to Ken Brush Procurement Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. All questions must be received by Monday, December 15, 2025, 4:00 p.m.

RFP REGISTRATION

You must register using this form to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 26-012

RFP Title: Disaster Debris Monitoring Services

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a "sealed" parcel or electronically through Polk County's secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled "RFP #26-012, Disaster Debris Monitoring Services" and marked with the proposer's name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division

330 West Church Street, Room 150

Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	26-012
RFP Title	Disaster Debris Monitoring Services
Due Date/Time:	December 31, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email kenbrush@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 26-012 Tab 1"

"RFP 26-012 Tab 2"

"RFP 26-012 Tab 3"

"RFP 26-012 Tab 4"

"RFP 26-012 Tab 5"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHqioE. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 26-012
Disaster Debris Monitoring Services

Sealed proposals will be received in the Procurement Division, Wednesday, December 31, 2025, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at https://www.polk-county.net/business/procurement/. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Ken Brush, Procurement Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. **All questions must be received by Monday, December 15, 2025, 4:00 p.m.**

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

Introduction

Polk County, a political subdivision of the State of Florida, seeks the submittal of proposals from qualified firms who are interested in providing professional services in monitoring debris removal services in accordance with the Polk County Debris Management Plan.

Award of this RFP may be made to up to three (3) Contractors and will be used when the magnitude of an emergency is such that the County is not able to manage with their own resources. Contractors shall be identified as the primary, secondary, and tertiary awardee based on order of final ranking. The area given to any one contractor will depend on the magnitude of the emergency.

The primary vendor will be contacted to provide the services needed. If the primary vendor is not available, or fails to respond within 24 hours, the County will then contract the secondary vendor. If the secondary vendor is not available or fails to respond with 24 hours, the County will then contact the tertiary vendor.

There are other public agencies within Polk County that may wish to use the provisions of this RFP. Attachment A must be signed and included with your submittal. Please refer to submittal criteria for further detail.

SCOPE OF SERVICES

This statement of work describes and defines the services which are required for debris removal monitoring for Polk County (County). The work includes but is not limited to; monitoring field operations regarding all storm generated debris, debris pickup, debris hauling, debris staging and reduction, temporary debris storage site management, debris management, and final disposal of debris to an approved facility. Roads and other County facilities will be identified by the County and direction will be given to the Contractor for clearing these roads and facilities in accordance with the County Debris Management Plan. The County reserves the right to add or remove highway segments

at the direction of the Debris Manager. While this scope provides for debris removal work off the state road system, no work on or off the state road system is guaranteed. The County, at its sole discretion, may elect to perform the work with in-house forces or other contract forces or may cancel the contract at any time if determined to be in the best interest of the County.

The Consultant shall have experience in the Federal Highway Administration Emergency Relief Program (FHWA-ER), the Federal Emergency Management Agency Public Assistance Program (FEMA-PA), and other applicable federal, state, and/or local programs to assist the County in its emergency response and recovery efforts. Proper documentation by the Consultant as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the County from the appropriate agency.

The Consultant will be responsible for tracking all of the contract costs and adhering to the "not to exceed" limit as defined. Proper notification must be given to the County as costs approach this limit.

The successful firm must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), and any other governmental agency with jurisdiction over response and recovery actions.

The Consultant shall assist the County specifically with debris management services to include, but not limited to, the following items:

- Provide training of select County staff in essential debris management and collection functions to insure appropriate and responsive interface with field debris collection contractors and County, state, and federal agencies.
- Provide field inspectors at designated check points to check and verify information on debris removal and at Temporary Debris Storage Reduction Site (TDSRS) located throughout Polk County.

The Consultant will provide assistance with the scheduling, dispatching and logistical operations of the field inspectors assigned to work areas for storm debris cleanup. This will include:

- Setting up the schedule for inspectors each day.
- Certification of the volumetric measurement (cy) either prior to or during and event of each truck that is added into service; this shall be the physical measurement of the truck bed.
- Keeping a record of contract haulers' trucks: cubic yardage, time in and out, number of loads/day, and other data as requested by designated County personnel.
- Determining truck assignments as well as a 2 week future schedule of where trucks will be.
- Coordinating with County personnel to respond to problems in the field.
- Conducting "end-of day" duties, such as verifying all trucks have left the disposal site, locking down of the facility.
- Surveying the area for special needs: identifying tree stumps, hazard trees, C&D debris, potential problems – a location list should be kept of these areas.
- Recording on a computer tracking system of the streets where debris was collected.
- Performing other duties as directed by dispatch/staging operation or designated County personnel.

The Consultant will collect baseline data per local, state and federal requirements from the designated emergency debris management sites prior to opening of the sites.

The Consultant will assist the County in obtaining necessary local, state and federal permits for the designated emergency debris management sites.

GENERAL REQUIREMENTS

The Contractor(s) shall furnish all necessary personnel, materials, equipment, labor, supervision, facilities, and shall otherwise provide all services necessary for, or incidental to, the performance of all work as defined in these specifications.

It is the sole responsibility of the Contractor(s) to ensure that, should Subcontractor(s) be utilized by the Contractor for any portion of the work, these Subcontractor(s) shall meet or exceed the same requirements instituted for the Contractor pertaining to this contract.

The Contractor(s) shall notify the County within (24) twenty four hours of notice of any legal or regulatory actions, or any Notices of Violation taken against the Contractor(s) or Subcontractor(s) utilized within the scope of this contract.

Upon receipt of the Notice of Violation or Warning Notice or upon notification or request from the County, the Contractor shall immediately prepare their response or draft a County response to the notice and begin corrective action against any non-complying condition. Failure by the Contractor to take corrective action which is required by law or the Contract Documents shall result in the County taking whatever measures are necessary to correct the condition and deducting the cost of such corrective action from the Contractor's Operating Fee Payment. The Contractor will be responsible for any fines resulting from any violations of Federal, State, or local laws or regulations.

Permits and licenses of a temporary nature necessary for the completion of contracted Services shall be secured and paid for by the Contractor with the assistance of the County, unless otherwise stated in this RFP. The Contractor shall not be held responsible to secure permits and/or licenses when the requirements for same have been waived due to a declaration of an emergency or disaster.

Under the general oversight of the County, the Contractor will supervise and direct all work, workers, and equipment. The Contractor is solely responsible for the means, methods, techniques, sequences, safety program, and procedures utilized. The

Contractor will employ and maintain on the work site a qualified and accessible supervisor(s) on the work site(s) and provide the County a liaison officer, as directed. At least one accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Contractor and all communications given to the supervisor or liaison officer in writing by the County's Authorized Representative shall be as binding as if given to the Contractor.

The name(s) of the supervisor(s)\liaison officer will be supplied to the County for each issuance of an event Notice-To-Proceed. Additionally, a performance bond for the minimum amount of $1,000,000 will be required before the Notice-To-Proceed is issued. The actual amount will be determined at the time of the event and an adjusted performance bond will need to be obtained for the estimated total amount. Please see (Attachments D & E)

The Contractor shall have the ability to guarantee operations, and pay vendors and sub-contractor(s) for 60 days prior to receiving payments from the County.

Retainage in the amount of ten percent (10%) will be withheld until all work has been completed and has been approved by the County.

The Contractor shall participate in an annual on-sight pre-coordination meeting as directed by the County at no additional cost to the County.

The Contractor shall, to the extent practical, give priority to utilizing resources in Polk County and the surrounding area, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workers.

The Contractor shall make daily reports to the County to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, detailing the street names, and address blocks where debris removal was completed. The reports must also include the types and volumes of

debris transported, reduced, and disposed. The Contractor shall also provide other operational and complaint tracking reports as requested by the County.

The Contractor shall disclose future debris management contractual obligations and provide reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under the contract resulting from this RFP. Such disclosure shall be provided to the County within 30 days of entering into said contractual obligation.

AGREEMENT

The term of this agreement will be for approximately 5 years. The Actual term will be negotiated as part of Elevation Level 4, Contract Negotiations.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

Tab 1, Introduction:

- Introduction letter describing your firm, experience, number of years in business, contact name, company address, phone number and email address of contact person. (One page, single or double sided)
- Attachment A – Understanding terms, conditions, and pricing may be used by any public agencies located within Polk County.

Tab 2, Experience and Expertise (40 Points)

- Provide your firm's organization structure.

- Provide a resume for the project manager and all key personnel that will be involved in providing the services as outlined in the scope of work. (1 page single or double sided for each resume)
- Describe the firm's experience with providing similar size and scope of work as outlined in this RFP. (One page, single or double sided)
- Provide a minimum of three (3) and a maximum of five (5) projects that demonstrates your firm's experience with debris removal services for similar scope of work services in the past five (5) years. At least two (2) of the projects shall be from a disaster recovery project performed for a public or governmental agency. At least three (3) of the projects shall be for disaster recovery project performed as the prime. At least two (2) of the projects shall be for projects in excess of 250,000 cubic yards. For each project identified please include (2 pages for each project, single or doubled sided):
    - Client name
    - Contact person
    - Contact's phone number and email address
    - Cost of the services
    - Start and end date of project.
    - Name of disaster and location of the project
    - Brief description of the services provided
        - A brief description of the project and what role your firm played in the project.
        - Identify if multiple temporary debris processing sites were established where collected debris was sorted, screened for sand, recycled, ground, mulched, burned, or otherwise segregated for transport and disposal.
        - Identify your firm's expertise and experience in assessing, removing, and disposing of specialty debris including hazardous materials, hazardous wastes, biohazardous wastes, dead animals, and hazardous stumps.

- Identify your firm's expertise and experience in demolition of structures, and debris removal from private property (Right-of-Entry Programs) and publicly owned property (other than Rights-of-Way).

Tab 3, Resources and Availability (40 points)

- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
- The key staff presented in the contractor's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
  a) Name and current position held by the person
  b) Name, title and project assignment
  c) Experience:
     (1) Types of projects.
     (2) Size of projects (dollar value of project).
     (3) What were their specific project involvements?

- Demonstrate each key staff's availability to respond to the needs of the project (Two (2) pages maximum for all key staff members)
- Identify sub-contractors or joint ventures to be used, if any. For each sub-contractor or joint venture identified please provide:

  - A brief description of their experience outlining their qualifications to perform the intended services
  - A brief resume for each key personnel that will be assigned to perform

Tab 4, Compensation Schedule (10 Points)

- The Respondent shall complete the compensation schedule included as Attachment B. The Consultant is to include all costs that the Consultant may anticipate incurring during the performance of the disaster recovery work as outlined on Attachment B. For items not listed, the County will only pay the FEMA rates.

- The hourly rates for labor may be increased by the Procurement Director after the contract has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director or Designee. No Board action will be necessary for labor rate increases.

- Proposers shall declare that, to the best of their knowledge and experience with Federal and State reimbursement procedures and requirements, that all proposed costs and payment methods are reasonable and customary for the service listed.

Tab 5, Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 2.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
  - Average Score between 9-10 (10 Points)
  - Average Score between 7-8 (8 Points)
  - Average Score between 5-6 (6 Points)
  - Average Score between 3-4 (4 Points)
  - Average Score between 1-2 (2 Points)
  - Average Score of 0 (0 Points)

EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment)

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Compensation (Tab 4)- 10 points
- Surveys of Past Performance (Tab 5)-10 points

  Subtotal Points-20 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tap 2)-40 points
- Approach and Methodology (Tab 3)-40 points

  Subtotal Points-80 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively

and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard. The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds $100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed $100,000 in total.

Elevation Level 3 (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds $100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed $100,000 in total.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the User division, with the assistance of the Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners or County Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners or County Manager, as applicable, shall make the final decision whether the County shall enter into an Agreement with a Proposer.

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds $100,000. The County Manager may execute contracts that do not exceed $100,000 in total.

GENERAL CONDITIONS

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

COMMUNICATIONS

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's deductible per line of coverage shall not exceed $25,000 without the permission of the County. Policies that include Self Insured Retention will not be accepted. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Workers' Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes

Employer's Liability	$1,000,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Pollution Liability Insurance. $1,000,000 including pollution due to automobile operations.

INDEMNIFICATION

Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates,

subcontractors, agents, and employees; provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

The Consultant declares and warrants that neither the Consultant nor any of the Consultant's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Consultant or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Consultant shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects Consultants that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, Consultant or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, Consultant or corporation to refrain from

submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at https://www.polk-county.net/business/procurement/. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough

County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

All contracts are subject to final approval of the Polk County Board of County Commissioners or County Manager, as applicable. Persons or Consultants which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

INVOICING AND PAYMENT: The successful proposer shall submit a properly certified invoice to the County at the contract prices**. An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the proposer's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable

exempting law. Proposers should provide a redacted copy of proposal with submittal, or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at https://www.polk-county.net/business/procurement/protest-procedures/.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the

Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful Consultant will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

ATTORNEY'S FEES AND COSTS: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

Prohibition Against Considering Vendor Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.

PUBLIC RECORD LAWS

(a)The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMLO@POLK-COUNTY.NET

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

SUPPLEMENTAL CONDITIONS

Breach During Emergency Recovery Period. Pursuant to §252.505, Fla. Stat, in the event this Agreement concerns goods or services related to a natural emergency, Vendor agrees that if Vendor breaches this Agreement during the Emergency Recovery Period, then the County shall be entitled to (a) a payment of $5000, and (b) recovery of damages, which may take the form of actual and consequential damages or liquidated damages. The term "Emergency Recovery Period" means a one-year period that begins on the date the Governor of Florida initially declared a state of emergency for a natural emergency. This provision shall survive the termination of this Agreement.

FEDERAL CLAUSES

The County may seek funding reimbursement for all or a portion of the services provided under this Agreement from FEMA Public Assistance. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this bid, any resulting award with the prime Vendor, and any resulting contracts between the prime Vendor and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

Equal Employment Opportunity. (Only applicable to construction bids)

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available

to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. Neither the Contractor, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in

excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida Department of Economic Opportunity, US Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the (County will, in turn, report each violation as required to assure notification to the Florida Department of Economic Opportunity, US Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

Debarment and Suspension. (Exhibit "A")

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Management and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or purchase order that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (attached hereto as Exhibit "B"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Procurement of Recovered Materials.

(1) In the performance of this Contract/Purchase Order, the Contractor shall to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. Additionally, Consultants shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

Domestic Preference

In accordance with 2 CFR §200.322, to the greatest extent practicable and consistent with law under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Affirmative Action.

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are used when possible. The Contractor shall also take such affirmative steps in the selection of its subcontractors, laborers and materialmen. Affirmative steps include:

(1) Placing qualified small and minority businesses, women's business enterprises, and veteran-owned businesses on solicitation lists;

(2) Assuring that small and minority businesses, women's business enterprises, and veteran-owned businesses are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses,

women's business enterprises, and veteran-owned businesses;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises, and veteran-owned businesses; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Access to Records. The following access to records requirements apply to this Purchase Order:

(1) The Contractor agrees to provide the Florida Department of Economic Opportunity, Polk County, the US Department of Housing and Urban Development Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the US Department of Housing and Urban Development Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Purchase Order."

DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that US Department of Housing and Urban Development financial assistance will be used to fund the Purchase Order only. The Contractor will comply will all applicable federal law, regulations, executive orders, US Department of Housing and Urban Development policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Purchase Order.

Default and Remedy

Process. If the Contractor materially defaults in the timely performance of any Contract obligation, or if the Contractor is otherwise in material default of the Contract, including, without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call in any bonds or other form of security, and engage other Contractors or providers at the

Contractor's sole cost and expense to provide those unperformed or deficient Contract obligations of the Contractor; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Contractor pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Contractor, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of CDBG-MIT funding caused, directly or indirectly, by the Contractor's delay. Upon any such termination pursuant to this Section, the County shall pay the Contractor the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Contractor shall cease.

Certain Material Defaults.

Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR §200.216 and Appendix II to Part 200, subsection (K), no funding or services provided pursuant to or in connection with this Contract, shall in any way be used to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Proposers Incorporation Information
(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: _____

Date: _____

EXHIBIT 1
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included, Procurement will only use those identified under Tab 2.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Monitoring Services for Hillsborough County Hurricane Milton), Etc.
COST OF SERVICES	Cost of services ($1,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2023)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 5
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 26-012, Disaster Debris Monitoring Services

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Ability to communicate with Debris Removal Contractor	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Close out process	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 26-012, Disaster Debris Monitoring 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: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
(Florida Statutes, Section 448.095)

PROJECT NAME: _____

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 "A"

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____

COMPANY NAME:_____

DATE:_____

EXHIBIT "B"

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned _____ (Contractor) certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____ , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official_____

Date _____

Draft Agreement
Disaster Debris Monitoring Services

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida, 33830, and _____ (the "Consultant"), a _____ corporation, at _____, and whose Federal Employer Identification Number is _____.

WHEREAS, the Consultant has considerable expertise in debris removal monitoring services; and

WHEREAS, the County desires to employ the Consultant to provide disaster debris removal monitoring services; and

WHEREAS, the County has solicited for these consultant services via an advertised request for proposal ("RFP 26-012") and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the County intends to engage the Consultant to provide it the disaster debris monitoring services; and

WHEREAS, the Consultant is able and agreeable to providing the County the services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Consultant hereby agree, as follows:

1.0 **Effective Date; Term**

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the County.

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Consultant Services**

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request for Proposals RFP #26-012, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 26-012"), all of which are

incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of this Agreement.

2.2 Consultant shall perform the services described in the Scope of Services section of RFP 26-012, as those Services may be further specifically designated and authorized by the County in a separate written Notice to Proceed the County will deliver to the Consultant prior to the Consultant's commencement of the Services required in association with the County's clean-up and recovery from a particular disaster or emergency event. The form for the Notice-to-Proceed shall be substantially in the form provided on Exhibit "E" which is attached hereto and made a part of this Agreement.

2.3 The County will contact and coordinate with the Consultant prior to issuing a Notice to Proceed for a disaster or emergency event. The Consultant will provide the name(s) of the supervisor(s)\liaison officer who will be primarily responsible for the Consultant providing the required Services. Additionally, before the Notice-To-Proceed is issued the Consultant will deliver to the County a performance bond in the form provided on Exhibit "D" which is attached hereto and made a part hereof in an amount to be reasonably determined by the County but which will not be less than $500,000.00. The actual bond amount will be determined based upon the estimated costs of the Services required as a consequence of the particular disaster or emergency event.

2.4 The Consultant acknowledges that the County has engaged a secondary vendor and may engage a tertiary vendor to provide the Services described in RFP 20-299 should the County determine in its sole and absolute discretion that the Consultant may, is or will be unable to perform the full scope of work of a particular project within the time period the County requires all such work to be completed.

3.0 **Compensation**

3.1 General

3.1.1 In consideration for its providing the Services, during the Agreement Term the County shall pay the Consultant a fee that shall not exceed the amounts stated in Exhibit "B", which is attached hereto and made a part of this Agreement (the "Compensation Schedule"). The Compensation Schedule identifies all billable services pursuant to this Agreement and the associated amount the County will pay the Consultant for Services performed. The County is not obligated to pay the Consultant a fee for any work performed or Services provided not listed

on the Compensation Schedule. The rates shown on the Compensation Schedule may be increased annually by written authorization of the Procurement Director following the one year anniversary of the Effective Date, when it is in the best interest of the County. Rate increases will be determined by the appropriate price index as approved by the Procurement Director. No action by the Board of County Commissioners will be necessary for such rate increases

3.1.2 At its option the County may choose to engage the Consultant to perform additional, related consulting services beyond the scope of the Services for which the County shall pay the Consultant in accordance with the rates set forth in the Compensation Schedule.

3.1.3 All the Consultant's invoices for payment must reference the Agreement and must be submitted using a form approved by the County Auditor.

3.1.4 The Consultant shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Roads and Drainage Division
3000 Sheffield Road
Winter Have, FL 33880

3.1.5 The Consultant will clearly state "Final Invoice" on the Consultant's final/last billing for the Services rendered to the County. The Consultant's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Consultant hereby waives any charges not properly included on its Final Invoice.

3.1.6 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Consultant's performance of the Service or the County's acceptance of any work.

3.1.7 By its submission of an invoice, the Consultant's project manager or designated payroll officer shall be deemed to be attesting to the correctness and accuracy of all charges and requested reimbursements stated in such invoice.

3.1.8 The Consultant's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached as Exhibit "C" and made a part of this Agreement. The Consultant's requests for payment shall include copies of paid receipts, invoices or other

documentation acceptable to the County's Auditor. To qualify for reimbursement, the Consultant's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement

4.0 **Consultant's Responsibilities**

4.1 The Consultant shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 **Ownership of Documents**

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Consultant's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Consultant for such instruments or documents.

6.0 **Termination**

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Consultant to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Consultant shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 **No Contingent Fees**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 **Assignment**

The Consultant shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 **Professional Associates and Subcontractors**

If the Consultant requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Consultant must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Consultant utilizes any professional associates or subcontractors in the delivery of the Services then the Consultant shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

10.0 **Indemnification of County**

Consultant, to the 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 Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 **Insurance Requirements**

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County. In the event of any failure by the Consultant to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

> Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

> Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Consultant shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Pollution Liability Insurance: $1,000,000 including pollution due to automobile operations.

Employer's Liability. $1,000,000.

12.0 **Public Entity Crimes**

The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material

default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

13.0 **Non-Discrimination**

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 **Designation of Party Representatives**

14.1 Upon receipt of a request from the Consultant, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Consultant shall designate or appoint one or more Consultant representatives who are authorized to act on behalf of and to bind the Consultant regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 **All Prior Agreements Superseded**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 **Modifications, Amendments or Alterations**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 **Independent Contractor**

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Consultant (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Consultant is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Consultant shall not pledge the County's credit or make the County a guarantor

of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Consultant shall have no right to speak for or bind the County in any manner.

18.0 **Public Records Law**

(a) The 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

19.0 **Compliance with Laws and Regulations**

In providing all Services pursuant to this Agreement, the Consultant shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

20.0 **Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 **Notices**

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Roads & Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880

For Consultant: _____
_____
_____
Attention: _____

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any

void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Consultant acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Consultant under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor

knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

25.0 Consultant Representations

25.1 The Consultant hereby represents and warrants the following to the County:

25.1.1 Consultant is a _____ corporation that is duly organized and existing in good standing under the laws of the State of _____ with full right and authority to do business within the State of Florida.

25.1.2 Consultant's performance under this Agreement will not violate or breach any contract or agreement to which the Consultant is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Consultant has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Consultant now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Consultant has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Consultant has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Consultant shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Consultant is authorized to do so.

26.0 Default and Remedy

If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Consultant receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this

Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Consultant shall notify the County if any of the Consultant's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Consultant shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Consultant shall remove without consequence to the County any of

the Consultant's contractors, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Consultant's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: _____

Name: _____

Name: _____

Name: _____

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

33. No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

34. Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES SIGNATURES.)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
_____, Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

_____
County Attorney's Office Date

ATTEST:

_____
a _____ corporation

By: _____

_____
PRINT NAME

_____
TITLE

By: _____

_____
PRINT NAME

_____
TITLE

Date: _____

SEAL

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____(Name of officer or agent) as _____(title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date)

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____ (Name of officer or agent) as _____(title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date)

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this_____(Date) By _____ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date)

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

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 _____

ATTACHMENT A

I understand that the terms, conditions and pricing within this contract may be used by any of the public agencies located within Polk County.

_____
Signature

_____
Printed Name

_____
Title

_____ _____
Company Name Phone Number

_____
Address

_____
City, State, Zip

ATTACHMENT "B"
COMPENSATION SCHEDULE

Hourly Labor Rates for Disaster Debris Monitoring Services
CONTRACTOR will be compensated on the actual hours of services furnished multiplied by the rates listed in Table 1 below.

Table 1: Hourly Labor Rates

Labor Category	Hourly Rate
Principal-in-Charge	
Project Manager	
Deputy Project Manager	
Operations Manager	
FEMA Coordinator	
Field Supervisor	
Scheduling/Routing Managers	
GIS Operator	
Disposal Site Monitor	
Collection Monitor	
Citizen Drop-off Site Monitor	
Billing/Invoicing/Data Manager	
Load Ticket Data Entry Clerk	
Project Coordinator	
Principal Public Assistance Advisor	
Senior Public Assistance Manager	
Public Assistance Analyst	

In accordance with 2 CFR 200.318, Hourly labor rates shall be direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, travel (mileage, lodging, per diem, etc.), and profit.

Reimbursable costs are allowed if pre-approved to by the County. These costs are limited to office equipment/supplies, office space, cameras, GPS equipment, safety equipment and any other items requested by the County that is not part of the normal work function.

Subcontractor services will be reimbursed at actual costs.

***For items not listed, the County will only pay FEMA approved rates**
****Hourly rates cannot exceed FEMA approved rates**

Attachment "C"

DAP9523.11

FEMA

DISASTER ASSISTANCE POLICY

I. TITLE: Hazardous Stump Extraction and Removal Eligibility

II. DATE: MAY 15 2007

III. PURPOSE:

Establish criteria used to reimburse applicants for removing eligible hazardous stumps from public or, where authorized, private property.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters and emergencies declared on or after the date of publication. It is intended for all personnel involved in the administration and execution of the Public Assistance Program, including applicants.

V. AUTHORITY:

Sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5206, as amended.

VI. BACKGROUND:

Public Assistance regulations authorize reimbursement for the removal of debris from public and private land when it is in the public interest. Such removal is in the public interest when it is necessary to: eliminate immediate threats to life, public health and safety, or eliminate immediate threats of significant damage to improved public or private property; or to ensure economic recovery of the affected community to the benefit of the community at large. Trees that are uprooted during a disaster event such that all or part of their roots are exposed may pose an immediate threat to public health and safety.

VII. POLICY:

A. When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety, FEMA may provide supplemental assistance to remove, transport, dispose, and provide fill for the root cavity of an eligible uprooted tree or stump. The Federal Emergency Management Agency (FEMA) will reimburse applicants reasonable costs for this type of work only when uprooted stumps are more than 24 inches in diameter (measured two feet from the ground), with the consensus of the Applicant and the State, and is approved in

advance by FEMA, using the attached Hazardous Stump Worksheet.

1. If it is necessary to remove an uprooted stump before it can be inspected by FEMA because it poses a threat that must be dealt with immediately, the applicant must submit documentation, to FEMA including photographs, that establishes its location on public property, specifics on the threat, stump diameter measured two feet up the trunk from the ground, quantity of material to fill the hole, and any special circumstances.

2. FEMA will reimburse applicants for extraction, transport and disposal of stumps with a diameter of 24 inches or smaller at the unit cost rate for regular vegetative debris, using the attached Stump Conversion Table, as such stumps do not require special equipment.

3. FEMA will reimburse applicants at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, placed on the rights-of-way by others (i.e., contractors did not extract them from public property or property of eligible Private Non Profit organization). In such instances, applicants do not incur additional cost to remove these stumps because the same equipment that is used to pick up "regular" debris can be used to pick-up these stumps.

4. If an applicant incurs additional costs in picking up large stumps (over 24 inches in diameter) from rights-of-way, it should complete the Hazardous Stump Worksheet and present documentation to FEMA in advance for consideration.

5. Stumps with less than 50% of their root ball exposed should be cut flush at ground level and the cut portion included with regular vegetative debris.

6. Straightening or bracing of trees is eligible for reimbursement if it is less costly than removal and disposal. Applicant must provide a cost analysis showing cost effectiveness.

VIII. ORIGINATING OFFICE: Disaster Assistance Directorate (Public Assistance Division)

IX. SUPERSESSION: This policy supersedes Recovery Policy Number 9523.11, Hazard Stump Removal and Extraction Eligibility dated May 6, 2006.

X. REVIEW DATE: Three years from the date of publication.

David Garratt
Acting Assistant Administrator
Disaster Assistance Directorate

Hazardous Stump Worksheet

Applicant: _____ Date: _____

Applicant Representative: _____ Signature: _____

FEMA Representative (if available) _____ Signature: _____

State Representative (if available): _____ Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)		Tree Size (Diameter)	Eligible		Fill For Debris Stumps	Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)		Yes	No	CY	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

Attachment D

EVENT PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____ as Surety, located at _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Dollars ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated _____, 20__ (the "Purchase Order") between Principal and Obligee for performance of debris removal at any County location arising from damage caused by a disaster event, at the times and in the manner prescribed in the Purchase Order; and

Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Purchase Order; and

Performs the guarantee of all work and materials furnished under the Purchase Order for the time specified therein; and

Satisfies all claims and demands incurred under the Purchase Order, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Purchase Order during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

ATTEST:

PRINCIPAL: _____

BY: _____ (Authorized Signature (Principal)

Printed Name: _____

Title of Person Signing Above: _____

Witness: _____

Witness: _____

ATTEST:

SURETY: _____

Attorney in Fact

Printed Name: _____

Business Address: _____

Witness: _____

Witness: _____

NOTE: Date of the Performance Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

Attachment "E"

Date:
Company Name:
Address:
Project Manager:
RE: Conditional Notice to Proceed for Disaster Debris Monitoring Services

This letter serves as Roads and Drainage's Conditional Notice to Proceed (CNTP) to begin the mobilization process to commence work relative to the above referenced Agreement. This NTP is limited to the scope of work for storm _____ in accordance with the Agreement and further detailed below:

Please attach a list of services and estimated cost here.

A performance bond in the amount of $1,000,000 meeting the contract requirements should be emailed to Ken Brush, Procurement Contracts Manager (kenbrush@polk-county.net) before the work starts. The original performance bond should be delivered within seven (7) business days from the date above to Polk County Procurement, 330 West Church Street, Room 150, Bartow, Florida 33830, Attn: Ken Brush (863)534-6727. Please attach a copy to this Notice.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below.

Cordially,

Roads and Drainage _____
(Authorized signature, tile, and date)
I acknowledge receipt of this Notice on:_____(date)

Name of the Authorized Company Representative: _____

Authorized Signature: _____

December 2, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, January 14, 2026, prior to 2:00 p.m.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: _____
Title: _____
Company: _____

January 9, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, January 21, 2026, prior to 2:00 p.m.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: _____
Title: _____
Company: _____

January 16, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Proposal Receiving Date Extension and formal notification that administrative responsibility for this solicitation has been reassigned.

From: Ken Brush
To: Tabatha Shirah
New Point of Contact Email: tabathashirah@polkfl.gov

Effective immediately, all communication related to this solicitation must be directed to Tabatha Shirah at the email address listed above.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, February 4, 2026, prior to 2:00 p.m.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

January 30, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #4

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions & Answers and Receiving Date Extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 11, 2026, prior to 2:00 p.m.

Addendum 5 forthcoming, question deadline has closed.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal. This is the only acknowledgment required.

Signature _____
Printed Name: _____
Title: _____
Company: _____

RFP 26-012, Disaster Debris Monitoring Services
Addendum # 4

Question 1: If this is a term contract subject to renewal, what is the maximum number of option periods?
Answer 1: The term is 5 years from the effective date of the agreement.

Question 2: Has the current contract gone full term?
Answer 2: The current agreements were set to expire on February 15, 2026, but have been extended and will remain in place until the new agreements are in effect.

Question 3: Have all options to extend the current contract been exercised?
Answer 3: Yes.

Question 4: Who is the incumbent, and how long has the incumbent been providing the requested services?
Answer 4: The current incumbents are Tetra Tech, Inc. as the primary and Thompson Consulting Services, LLC as the secondary. These agreements have been in place since February 16, 2021.

Question 5: What is the maximum number of hours post-event before work must commence?
Answer 5: Staff is communicating 24 to 48 hours before impact. Successful vendors are expected to mobilize as soon as the storm has passed, and the weather conditions are safe to drive in.

Question 6: Are any specific professional credentials required to qualify for the contract?
Answer 6: The vendor must demonstrate significant professional expertise in hurricane response, mitigation, and recovery services including proven experience working in post – storm environments.

Question 7: Will the resulting contract include a guaranteed minimum payment to the vendor?
Answer 7: Yes.

Question 8: Are there any superseding prior agreements that may impact this contract?
Answer 8: No.

Question 9: When/what was the most recent event that precipitated the activation of the existing or previous contract?
Answer 9: Hurricane Milton 2024

Question 10:	Approximately how many cubic yards of debris were collected from the most recent event?
Answer 10:	1 million (Vegetative & C&D)
Question 11:	What estimated or actual dollars were paid to the incumbent(s) after the most recent event?
Answer 11:	Estimated 5.5 Million
Question 12:	How many times have the incumbent's services been utilized in the previous five years?
Answer 12:	The incumbent's services were utilized twice for two different hurricanes and yearly for truck / equipment certification.
Question 13:	If there was a previous solicitation for these services, what was its title, number, release date, and due date?
Answer 13:	RFP 20-299, Disaster Debris Monitoring Services, Released September 3, 2020, and opened October 14, 2020.
Question 14:	When is the anticipated contract start date?
Answer 14:	The agreement is anticipated to be executed in April or May 2026.
Question 15:	Can you please provide greater explanation of your expectations related to any required subcontracting to minority-owned, women-owned, or other types or categories of small or disadvantaged businesses? For example, what is required with the proposal, and what is required to comply during the term of the contract?
Answer 15:	No expectations are applicable with FEMA Funds.
Question 16:	Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?
Answer 16:	No, Proposers must use the pricing sheet provided in the RFP. Negotiations on alternate pricing may be made at Level 4 of the Elevation.
Question 17:	Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable?
Answer 17:	Polk County was satisfied with the current vendor.

Question 18:	Is their a preferred Proposal delivery method, electronic or sealed parcel?
Answer 18:	Electronic
Question 19:	Can the County confirm forms to be returned are: RFP Registration Proposers Incorporation Information Drug Free Workplace Performance Survey Questionnaires Affidavit Certification Immigration Laws Employment Eligibility Verification (E-Verify) Certification Exhibit A: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters Exhibit B: Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying Attachment A (Cooperative agreement for Polk County public agencies) Attachment B: Compensation Schedule
Answer 19:	Yes, all documents listed above, as well as any information requested in each tab, and signature acknowledgement of all addenda issued.
Question 20:	Could the County please confirm where the completed Questionnaire (Exhibit 1) for Tab 5 – Surveys of Past Performance should be sent for RFP 26-012? Should past clients email the completed surveys directly to Polk County, and if so, to which email address? Or should they return them to the vendor for inclusion in our proposal package?
Answer 20:	Please see RFP Package, Preparing the Surveys, page 40. The firm is responsible for ensuring all references/surveys are included in their submittal, and do not have references email Polk County Procurement directly.
Question 21:	Could the County please confirm whether vendors are permitted to include an appendix with additional or supporting information? Specifically, we would like to know if an appendix may be used to provide supplemental details that further explain the firm's experience and qualifications, without conflicting with the page limitations outlined in the Submittal Requirements?
Answer 21:	Please submit only the materials requested in the RFP package. Firms selected for interviews will have the opportunity to provide additional details regarding their experience, qualifications, and related information.

Question 22:	Would the County consider extending the page limit for these sections, as doing so would allow vendors to provide information that may better support the County's evaluation and understanding of each firm's capabilities?
Answer 22:	Not at this time
Question 23:	The RFP uses the phrase 'one page, single or double sided' throughout the proposal that specifies page limits. Could the County please clarify whether this means one physical sheet of paper (allowing content on both sides), or if the County intends this to be a strict one-page limit regardless of printing orientation?
Answer 23:	One page, single- or double-sided, means a single physical sheet.
Question 24:	On Page 11 - Tab 2 and Tab 3 request the same information about Organization Staff Chart & Staff Experience, but on (page 15 RFP) under Evaluation Level 2 under bullet point APPROACH and METHODOLOGY suggests TAB 3 is required for this and measured for 40 points?
Answer 24:	See Revision 1 below.
Question 25:	Is there a firm currently providing these same services for Polk County? If so, who is the incumbent?
Answer 25:	AshBritt
Question 26:	If there is an incumbent providing these services, are they eligible to respond to the current RFP?
Answer 26:	Yes.
Question 27:	Were the services provided by the incumbent and how would you rate them?
Answer 27:	Yes, incumbent was satisfactory.
Question 28:	How many times has Polk County activated the contract within the last 5 years?
Answer 28:	2
Answer 29:	Can you please advise if a debris monitoring firm is already under contract to perform debris monitoring services for the county? If so, can you please identify the firm?
Answer 29:	Tetra Tech

Question 30: Can you please advise if a performance bond will be required for debris monitoring firms because Attachment D speaks to debris removal, not monitoring. See language below from Attachment D?

Answer 30: Event Performance Bond is required, language will be changed to "Debris Monitoring."

Revision 1

RFP Package, Elevation Level 2, page 15:

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Compensation Schedule (Tab 4) - 10 points
- Surveys of Past Performance (Tab 5) - 10 points

Subtotal Points-20 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tap 2)- 40 points
- **Resources and Availability** (Tab 3)- 40 points

Subtotal Points-80 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

February 5, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #5

RFP 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m.

Respectfully,

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

February 11, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #6

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: questions & answers, revisions, revised Attachment B added to FTP Site and selection committee meeting update.

To receive a copy of **"RFP 26-012, Addendum 6 - Revised Attachment B,"** please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder **"RFP 26-012, RFP Attachments"**, select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

March 4, 2026 @ 3:00 p.m. – 3:30 p.m. at the Polk County Administration Building in the Procurement Conference Room 150;– Procurement will distribute the Proposals and evaluation criteria to the Selection Committee.

March 24, 2026 @ 1:00 p.m. - 3:00 p.m. at the Polk County Administration Building in Conference Room 407 – Selection Committee meeting to score and elevate Proposers. At this meeting the Selection Committee will decide if they would like to interview Proposer(s) or if they would like to recommend to enter into contract negotiations with the highest ranked Proposer.

April 1, 2026 @ 9:00 a.m. – 12:30 p.m. at the Polk County Administration Building in Conference Room 407 – If the Selection Committee decides to interview Proposer(s), the interviews will be held on this date and time.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal. This is the only acknowledgment required.

Signature

Printed Name: _____

Title: _____

Company: _____

Question 1: Are proposers permitted to input zero-dollar ($0.00) rates for certain roles on *Attachment B: Compensation Schedule*?

Answer 1: No, Proposers may not list $0.00 rates for required labor categories. All positions identified in Attachment B must include a reasonable fully burdened rate. Please see the FTP Site for "**RFP 26-012, Addendum 6 - Revised Attachment B**", some labor categories have been removed.

Question 2: Should the use of an ADMS electronic ticketing system be incorporated into the pricing structure on *Attachment B: Compensation Schedule*?

Answer 2: Yes, if a proposer intends to utilize an ADMS electronic ticketing system, they should incorporate all costs associated with the use of the system into their pricing and shall be fully burdened into the hourly rates for the applicable debris monitoring positions provided on Attachment B: Compensation Schedule.\

Question 3: The manual process of filling out load tickets can jeopardize proper FEMA reimbursement if human error occurs. Utilizing electronic load tickets, computer tablets, and systems employing electronic contractor IDs with an Automated Debris Management System (ADMS) has become the industry standard and is critical for any successful debris operation. Because of the factors listed, we would like to confirm that any charges for the use of an ADMS are to be fully burdened in the proposed debris monitoring positions hourly rates provided and not as a separate hourly rate or separate position, separate flat rate, or substitutional charge for any listed position?

Answer 3: See answer for Question 2 above.

Revision

RFP Package, Tab 4 – page 13-14

Tab 4, Compensation Schedule (10 Points)

Proposers shall complete the compensation schedule included as Attachment B. For items not listed, the County will only pay the FEMA rates.

The unit pricing may be increased by the Procurement Director, or designee, after the contract has been in place for a minimum of 12 months, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director or Designee; however, the hourly rates cannot exceed the FEMA approved rates. No Board action will be necessary for unit price increases.

The Proposer with the lowest total cost will be allocated 10 points. Each additional Proposers cost point allocation will be calculated based upon their relative cost difference from the lowest Proposers cost.

TETRA TECH









Proposal for RFP-26-012

Disaster Debris Monitoring Services

Polk County, Florida

February 2026

Leading with Science®

Tab 1: Introduction

Polk County, Florida
Electronically Submitted

January 14, 2025

Subject: Disaster Debris Monitoring Services (RFP No. 26-012)
Dear Mr. Ken Brush and Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) submits the enclosed proposal in response to Polk County's (County) request for proposals for Disaster Debris Monitoring Services. Our proposal describes our technical expertise in disaster debris management and our approach to delivering unmatched services to the County.

National Leadership in Debris Monitoring. Our team has successfully assisted **over 450 local and state government clients** with planning for and recovering from disasters. With 60 years of extensive experience successfully managing multiple disaster response and recovery operations across the U.S. simultaneously, we have overseen and managed the removal of **over 256 million cubic yards (CYs) of debris**, resulting in more than **$81 billion in reimbursable costs** to our clients. We have served as the ground-zero debris monitoring consultant for hundreds of clients affected by our nation's most catastrophic natural disasters, including Hurricanes Milton, Helene, Ian, Laura, Sally, Michael, Irma, Matthew, Florence, and Harvey; over a dozen wildfires; and numerous severe storm, tornado, and flooding events.

10
Years Supporting Polk County Debris Operations

3
Disaster Activations for Polk County in the Past 10 years
Hurricane Irma, Ian and Milton

4.5M CYs
Debris Monitored in Polk County

Extensive Experience Throughout the State of Florida and Polk County. Since 2004, our team has **monitored the collection and removal of over 95 million CY of debris in Florida** and has assisted numerous communities in Florida with response and recovery efforts after Hurricanes Charley, Frances, Jeanne, Ivan, Dennis, Katrina, Wilma, Matthew, Irma, Michael, Sally, Ian, Nicole, Idalia, and most recently, Helene and Milton. Florida is also our home state, where many of our principal and senior staff reside. **We have over 1,000 staff across 20 offices throughout Florida, including our Response and Recovery Division headquarters in Maitland.** Tetra Tech has a long and trusted history supporting Polk County's disaster debris response, having been activated for Hurricanes Milton, Ian, and Irma under pre-positioned contracts. Our familiarity with Polk County's operations, geography, and municipal coordination needs has consistently enabled efficient recovery and minimized administrative burden on County staff. We are proud of our work in Florida, and we want to be known in our hometowns for providing excellent service to our communities. Tetra Tech is available to Polk County before, during, and after a disaster. We are proud to be trusted by the County as its incumbent debris monitoring services provider and proven long-term partner in disaster response and recovery. We renew our commitment to provide swift, dedicated, and compliant service, as we have in prior activations following Hurricane Milton, Ian and Irma.

For questions regarding this response, please contact the representatives listed below. As an authorized representative of the firm, I am authorized and empowered to sign this proposal and bind the firm in contractual commitments.

Sincerely,
Tetra Tech, Inc.

Jonathan Burgiel
Business Unit President – Tetra Tech Disaster Recovery
407-803-2551 | Jonathan.Burgiel@tetratech.com

Attachment A

Provided on the following page, Tetra Tech has included Attachment A.

ATTACHMENT A

I understand that the terms, conditions and pricing within this contract may be used by any of the public agencies located within Polk County.



Signature

Jonathan Burgiel

Printed Name

Business Unit President

Title

Tetra Tech, Inc.

Company Name

407-803-2551

Phone Number

2301 Lucien Way Suite 120

Address

Maitland, Fl 32751

City, State, Zip

RFP REGISTRATION

You must register using this form to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 26-012

RFP Title: Disaster Debris Monitoring Services

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: Tetra Tech, Inc.

Contact Name: Jonathan Burgiel

Mailing Address: 2301 Lucien Way Suite 120

City: Maitland

State: Florida

Zip Code: 32751

Phone Number: 407-803-2551

Email: TDR.contracts@tetratech.com

Proposers Incorporation Information
(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Tetra Tech, Inc.

DBA/Fictitious Name (if applicable): _____

TIN #: 95-4148514

Address: 2301 Lucien Way Suite 120

City: Maitland

State: Florida

Zip Code: 32751

County: Orange

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Jonathan Burgiel

Phone Number: 407-803-2551

Cell Phone Number: N/A

Email Address: TDR.contracts@tetratech.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☒ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: Delaware

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Tetra Tech, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3475 East Foothill Boulevard

Requester's name and address (optional)

6 City, state, and ZIP code
Pasadena, CA 91107

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			-			-				

or

Employer identification number
9	5	-	4	1	4	8	5	1	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Lisa Ames | **Date ▶** August 4, 2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): Tetra Tech, Inc. does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: _____

Date: January 14, 2026

Jonathan Burgiel

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 26-012, Disaster Debris Monitoring 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: Tetra Tech, Inc.

Signature: _____

Title: Business Unit President

Date: January 14, 2026

State of: Florida

County of: Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14 day of January, 20 26, by Jonathan Burgiel (*name*) as Business Unit President (*title of officer*) of Tetra Tech, Inc. (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification. Jonathan Burgiel

Notary Public Signature: _____

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

Printed Name of Notary Public: Melissa Cremeans

Notary Commission Number and Expiration: 2/9/2027

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
(Florida Statutes, Section 448.095)

PROJECT NAME: Disaster Debris Monitoring Services

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 12 day of January, 2026.

ATTEST:

By: _____

PRINTED NAME: Betty Kamara

Its: Contracts Manager

CONTRACTOR:

By: _____

PRINTED NAME: Jonathan Burgiel

Its: Business Unit President

EXHIBIT "A"

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: 

COMPANY NAME: Tetra Tech, Inc.

DATE: January 12, 2026

EXHIBIT "B"

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned Tetra Tech, Inc. (Contractor) certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official 

Name and Title of Contractor's Authorized Official Jonathan Burgiel, Business Unit President

Date January 12, 2026

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____(Name of officer or agent) as _____(title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this January 12, 2026 (Date) by Jonathan Burgiel (Name of officer or agent) as Business Unit 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 January 12, 2026 (Date) _____ (Official Notary Signature and Notary Seal)

Melissa Cremeans (Name of Notary typed, printed or stamped)

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

Commission Number HH 360338 Commission Expiration Date 2/9/2027

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this_____(Date) By _____ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____ (Name of acknowledging partner or agent) on behalf of _____a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

December 2, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, January 14, 2026, prior to 2:00 p.m.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature
Printed Name: Jonathan Burgiel
Title: Business Unit President
Company: Tetra Tech, Inc.

January 9, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, January 21, 2026, prior to 2:00 p.m.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: Jonathan Burgiel
Title: Business Unit President
Company: Tetra Tech, Inc.

January 16, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Proposal Receiving Date Extension and formal notification that administrative responsibility for this solicitation has been reassigned.

From: Ken Brush
To: Tabatha Shirah
New Point of Contact Email: tabathashirah@polkfl.gov

Effective immediately, all communication related to this solicitation must be directed to Tabatha Shirah at the email address listed above.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, February 4, 2026, prior to 2:00 p.m.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal.

Signature: Jonathan Burgiel

Printed Name: Jonathan Burgiel

Title: Business Unit President

Company: Tetra Tech, Inc.

January 30, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #4

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions & Answers and Receiving Date Extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 11, 2026, prior to 2:00 p.m.

Addendum 5 forthcoming, question deadline has closed.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal. This is the only acknowledgment required.

Signature: 
Printed Name: Jonathan Burgiel
Title: Business Unit President
Company: Tetra Tech, Inc.

RFP 26-012, Disaster Debris Monitoring Services
Addendum # 4

Question 1: If this is a term contract subject to renewal, what is the maximum number of option periods?
Answer 1: The term is 5 years from the effective date of the agreement.

Question 2: Has the current contract gone full term?
Answer 2: The current agreements were set to expire on February 15, 2026, but have been extended and will remain in place until the new agreements are in effect.

Question 3: Have all options to extend the current contract been exercised?
Answer 3: Yes.

Question 4: Who is the incumbent, and how long has the incumbent been providing the requested services?
Answer 4: The current incumbents are Tetra Tech, Inc. as the primary and Thompson Consulting Services, LLC as the secondary. These agreements have been in place since February 16, 2021.

Question 5: What is the maximum number of hours post-event before work must commence?
Answer 5: Staff is communicating 24 to 48 hours before impact. Successful vendors are expected to mobilize as soon as the storm has passed, and the weather conditions are safe to drive in.

Question 6: Are any specific professional credentials required to qualify for the contract?
Answer 6: The vendor must demonstrate significant professional expertise in hurricane response, mitigation, and recovery services including proven experience working in post – storm environments.

Question 7: Will the resulting contract include a guaranteed minimum payment to the vendor?
Answer 7: Yes.

Question 8: Are there any superseding prior agreements that may impact this contract?
Answer 8: No.

Question 9: When/what was the most recent event that precipitated the activation of the existing or previous contract?
Answer 9: Hurricane Milton 2024

Question 10:	Approximately how many cubic yards of debris were collected from the most recent event?
Answer 10:	1 million (Vegetative & C&D)
Question 11:	What estimated or actual dollars were paid to the incumbent(s) after the most recent event?
Answer 11:	Estimated 5.5 Million
Question 12:	How many times have the incumbent's services been utilized in the previous five years?
Answer 12:	The incumbent's services were utilized twice for two different hurricanes and yearly for truck / equipment certification.
Question 13:	If there was a previous solicitation for these services, what was its title, number, release date, and due date?
Answer 13:	RFP 20-299, Disaster Debris Monitoring Services, Released September 3, 2020, and opened October 14, 2020.
Question 14:	When is the anticipated contract start date?
Answer 14:	The agreement is anticipated to be executed in April or May 2026.
Question 15:	Can you please provide greater explanation of your expectations related to any required subcontracting to minority-owned, women-owned, or other types or categories of small or disadvantaged businesses? For example, what is required with the proposal, and what is required to comply during the term of the contract?
Answer 15:	No expectations are applicable with FEMA Funds.
Question 16:	Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?
Answer 16:	No, Proposers must use the pricing sheet provided in the RFP. Negotiations on alternate pricing may be made at Level 4 of the Elevation.
Question 17:	Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable?
Answer 17:	Polk County was satisfied with the current vendor.

RFP 26-012, Disaster Debris Monitoring Services
Addendum # 4

Question 18:	Is their a preferred Proposal delivery method, electronic or sealed parcel?
Answer 18:	Electronic
Question 19:	Can the County confirm forms to be returned are: RFP Registration Proposers Incorporation Information Drug Free Workplace Performance Survey Questionnaires Affidavit Certification Immigration Laws Employment Eligibility Verification (E-Verify) Certification Exhibit A: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters Exhibit B: Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying Attachment A (Cooperative agreement for Polk County public agencies) Attachment B: Compensation Schedule
Answer 19:	Yes, all documents listed above, as well as any information requested in each tab, and signature acknowledgement of all addenda issued.
Question 20:	Could the County please confirm where the completed Questionnaire (Exhibit 1) for Tab 5 – Surveys of Past Performance should be sent for RFP 26-012? Should past clients email the completed surveys directly to Polk County, and if so, to which email address? Or should they return them to the vendor for inclusion in our proposal package?
Answer 20:	Please see RFP Package, Preparing the Surveys, page 40. The firm is responsible for ensuring all references/surveys are included in their submittal, and do not have references email Polk County Procurement directly.
Question 21:	Could the County please confirm whether vendors are permitted to include an appendix with additional or supporting information? Specifically, we would like to know if an appendix may be used to provide supplemental details that further explain the firm's experience and qualifications, without conflicting with the page limitations outlined in the Submittal Requirements?
Answer 21:	Please submit only the materials requested in the RFP package. Firms selected for interviews will have the opportunity to provide additional details regarding their experience, qualifications, and related information.

Question 22:	Would the County consider extending the page limit for these sections, as doing so would allow vendors to provide information that may better support the County's evaluation and understanding of each firm's capabilities?
Answer 22:	Not at this time
Question 23:	The RFP uses the phrase 'one page, single or double sided' throughout the proposal that specifies page limits. Could the County please clarify whether this means one physical sheet of paper (allowing content on both sides), or if the County intends this to be a strict one-page limit regardless of printing orientation?
Answer 23:	One page, single- or double-sided, means a single physical sheet.
Question 24:	On Page 11 - Tab 2 and Tab 3 request the same information about Organization Staff Chart & Staff Experience, but on (page 15 RFP) under Evaluation Level 2 under bullet point APPROACH and METHODOLOGY suggests TAB 3 is required for this and measured for 40 points?
Answer 24:	See Revision 1 below.
Question 25:	Is there a firm currently providing these same services for Polk County? If so, who is the incumbent?
Answer 25:	AshBritt
Question 26:	If there is an incumbent providing these services, are they eligible to respond to the current RFP?
Answer 26:	Yes.
Question 27:	Were the services provided by the incumbent and how would you rate them?
Answer 27:	Yes, incumbent was satisfactory.
Question 28:	How many times has Polk County activated the contract within the last 5 years?
Answer 28:	2
Answer 29:	Can you please advise if a debris monitoring firm is already under contract to perform debris monitoring services for the county? If so, can you please identify the firm?
Answer 29:	Tetra Tech

Question 30: Can you please advise if a performance bond will be required for debris monitoring firms because Attachment D speaks to debris removal, not monitoring. See language below from Attachment D?

Answer 30: Event Performance Bond is required, language will be changed to "Debris Monitoring."

Revision 1

RFP Package, Elevation Level 2, page 15:

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Compensation Schedule (Tab 4) - 10 points
- Surveys of Past Performance (Tab 5) - 10 points

Subtotal Points-20 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tap 2)- 40 points
- **Resources and Availability** (Tab 3)- 40 points

Subtotal Points-80 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

February 5, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #5

RFP 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m.

Respectfully,

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: Jonathan Burgiel

Title: Business Unit President

Company: Tetra Tech, Inc.

February 11, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #6

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: questions & answers, revisions, revised Attachment B added to FTP Site and selection committee meeting update.

To receive a copy of **"RFP 26-012, Addendum 6 - Revised Attachment B,"** please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "**RFP 26-012, RFP Attachments**", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

March 4, 2026 @ 3:00 p.m. – 3:30 p.m. at the Polk County Administration Building in the Procurement Conference Room 150;– Procurement will distribute the Proposals and evaluation criteria to the Selection Committee.

March 24, 2026 @ 1:00 p.m. - 3:00 p.m. at the Polk County Administration Building in Conference Room 407 – Selection Committee meeting to score and elevate Proposers. At this meeting the Selection Committee will decide if they would like to interview Proposer(s) or if they would like to recommend to enter into contract negotiations with the highest ranked Proposer.

April 1, 2026 @ 9:00 a.m. – 12:30 p.m. at the Polk County Administration Building in Conference Room 407 – If the Selection Committee decides to interview Proposer(s), the interviews will be held on this date and time.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal. This is the only acknowledgment required.

Signature _____

Printed Name: Jonathan Burgiel

Title: Business Unit President

Company: Tetra Tech, Inc.

Question 1: Are proposers permitted to input zero-dollar ($0.00) rates for certain roles on *Attachment B: Compensation Schedule*?

Answer 1: No, Proposers may not list $0.00 rates for required labor categories. All positions identified in Attachment B must include a reasonable fully burdened rate. Please see the FTP Site for "**RFP 26-012, Addendum 6 - Revised Attachment B**", some labor categories have been removed.

Question 2: Should the use of an ADMS electronic ticketing system be incorporated into the pricing structure on *Attachment B: Compensation Schedule*?

Answer 2: Yes, if a proposer intends to utilize an ADMS electronic ticketing system, they should incorporate all costs associated with the use of the system into their pricing and shall be fully burdened into the hourly rates for the applicable debris monitoring positions provided on Attachment B: Compensation Schedule.\

Question 3: The manual process of filling out load tickets can jeopardize proper FEMA reimbursement if human error occurs. Utilizing electronic load tickets, computer tablets, and systems employing electronic contractor IDs with an Automated Debris Management System (ADMS) has become the industry standard and is critical for any successful debris operation. Because of the factors listed, we would like to confirm that any charges for the use of an ADMS are to be fully burdened in the proposed debris monitoring positions hourly rates provided and not as a separate hourly rate or separate position, separate flat rate, or substitutional charge for any listed position?

Answer 3: See answer for Question 2 above.

Revision

RFP Package, Tab 4 – page 13-14

Tab 4, Compensation Schedule (10 Points)

Proposers shall complete the compensation schedule included as Attachment B. For items not listed, the County will only pay the FEMA rates.

The unit pricing may be increased by the Procurement Director, or designee, after the contract has been in place for a minimum of 12 months, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director or Designee; however, the hourly rates cannot exceed the FEMA approved rates. No Board action will be necessary for unit price increases.

The Proposer with the lowest total cost will be allocated 10 points. Each additional Proposers cost point allocation will be calculated based upon their relative cost difference from the lowest Proposers cost.

Tab 2: Experience and Expertise

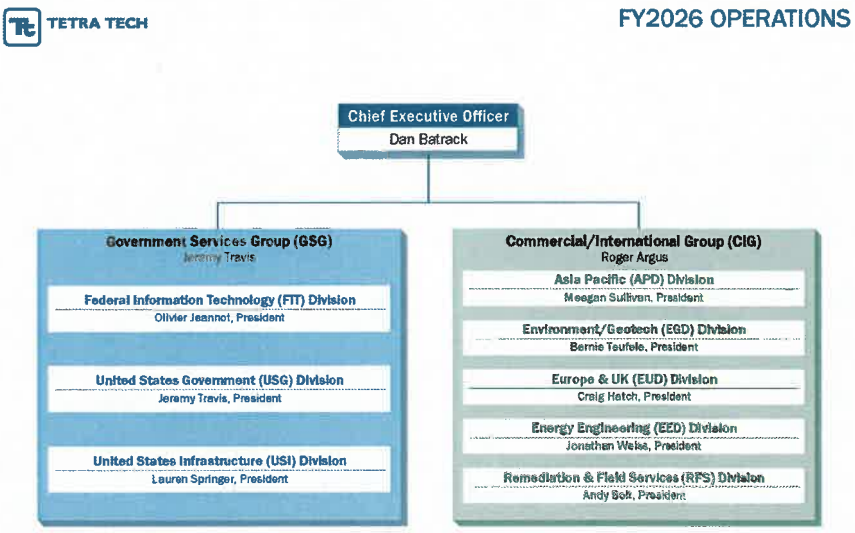
Tetra Tech is a leader in water, environment, and sustainable infrastructure, providing high-end consulting and engineering services for projects worldwide. Founded in 1966, Tetra Tech is one of the leading firms in the nation in the field of disaster management and homeland security, with millions of dollars in revenue coming from contracts in such diverse areas as infrastructure hardening and protection; disaster recovery; emergency management, planning, and preparedness; community resilience; environmental services, and grant management. Tetra Tech supports government and commercial clients by providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. We are a global company with over 25,000 employees that is Leading with Science® to provide innovative solutions to complex problems for our public and private clients.



Firm's Organization Structure

Tetra Tech is a family of more than 60 business units working on technical projects from energy grid reconstruction in Ukraine to shoreline stabilization along the Mississippi Sound. We are organized into two major business groups that align with our core markets: the Commercial/International Services Group and the Government Services Group. The focus of each of Tetra Tech's primary business groups is summarized below, followed by a corporate organization chart.

Our Government Services Group (GSG) provides consulting and engineering services for a broad range of U.S. government clients (federal, state, and local) and all activities with development agencies. Services include water and waste management, environmental restoration, international development, sustainable infrastructure design, and a broad range of civil infrastructure design for facilities, transportation, and regional and local development. Within GSG, the United States Infrastructure (USI) Division specializes in service to local and state governments in disciplines such as infrastructure, engineering, solid waste management, water management, and, of course, disaster recovery. **As shown in the organizational chart on the right, Tetra Tech's Disaster Recovery (TDR) business unit is situated within the USI Division within GSG. Tetra Tech has included the organizational chart for the proposed team on page 18.**



Resume for Key Personnel



Lead Project Manager
Edward "Wade" Green

Wade was selected for this project of his extensive Florida disaster recovery experience, having supported large-scale debris monitoring operations for multiple counties, including Manatee, Leon, Broward, and others. His experience offers familiarity with FEMA documentation standards, field operations, and the logistical demands of hurricane response across the state. Provided on page 20, Tetra Tech has included the resumes and qualifications for the proposed team.

8 Years
of Experience

100% Commitment
to Polk County

Florida-specific
knowledge

Education:

- Technical College of the Lowcountry

Grant Experience

- FEMA PA
- NRCS

Certifications & Trainings:

- HAZWOPER

Large-scale Program Management for:

- Greenville County, SC – Hurricane Helene
- Manatee County, FL – Hurricane Ian
- Leon County, FL – 2024 Severe Storms

Key Areas of Expertise:

- Disaster Debris Program Management
- Right-of-Way/Right-of-Entry Debris
- Removal
- Private Property Programs
- Leaner/Hanger Programs
- FEMA Reimbursement
- Field Coordination and Oversight
- Project Scheduling/Reporting
- Stakeholder Communication and Public Relations

Firm Experience

Our team has provided disaster management, recovery, and consulting services, including environmental permitting; monitoring of debris collection, hazardous tree programs, temporary debris storage site management, and specialized debris missions; fire damage restoration; contractor invoice reconciliation; and federal grant reimbursement support. **Profiles and references from specific projects are featured later in this section.**

Exhibit 1. Experience Matrix (2001 – Present)

OVER 120 EVENTS SINCE 2001

2026
WINTER STORM FERN – 6 Clients

2025
TEXAS FLOODING – 3 Clients
LA COUNTY FIRES, CA – 1 Client

2024
BOREL FIRE, CA – 1 Client
PARK FIRE, CA – 1 Client
HURRICANE MILTON – 38 Clients
HURRICANE HELENE – 53 Clients
HURRICANE FRANCINE – 3 Clients
TROPICAL STORM ERNESTO – 1 Client
NM WILDFIRE - 1 Client
HURRICANE DEBBY - 7 Clients
VT FLOODS - 1 Client
HURRICANE BERYL - 13 Clients
TX WIND EVENT - 4 Clients
TX SEVERE STORMS - 2 Clients
FL SEVERE STORMS - 2 Clients
MAUI WILDFIRES - 1 Client

2023
HURRICANE IDALIA - 6 Clients
TYPHOON MAWAR (GUAM) - 2 Clients
MAUI WILDFIRES - 4 Clients
OK STRAIGHT-LINE WIND EVENT - 1 Client
VT FLOODING - 1 Client
OH TRAIN DERAILMENT - 1 Client
TX WINTER STORM MARA - 6 Clients
CA FLOODING EVENTS - 5 Clients
CA WINTER STORM - 1 Client
AR TORNADO - 5 Clients
MS TORNADO - 2 Clients
CA WILDFIRES - 4 Clients
HURRICANE IAN - 4 Clients
HURRICANE NICOLE - 1 Client
HURRICANE LAURA - 4 Clients
TN STORMS - 1 Client

2022
HURRICANE NICOLE - 5 Clients
HURRICANE IAN - 31 Clients
CA WILDFIRES - 4 Clients
NM WILDFIRE (USACE) - 1 Client
WINTER STORM VA - 1 Client
KY STORMS/TORNADOES - 2 Clients

2021
DIXIE FIRE - 1 Client
HURRICANE IDA - 9 Clients
BUILDING COLLAPSE - 1 Client
STORMS/TORNADOES AL - 1 Client
WINTER STORM TX - 3 Clients
STORMS/FLOODING TN - 1 Client
WINTER STORM VA - 1 Client

2020
HURRICANE ZETA - 6 Clients
HURRICANE DELTA - 4 Clients
WILDFIRES - 2 Clients
HURRICANE SALLY - 4 Clients
HURRICANE LAURA - 18 Clients
HURRICANE ISAIAS - 2 Clients
HURRICANE HANNA - 3 Clients
TORNADOES - 3 Clients
IOWA DERECHO - 1 Client

2019
TROPICAL STORM IMELDA - 3 Clients
HURRICANE DORIAN - 4 Clients
TORNADOES - 2 Clients

2018
HURRICANE MICHAEL - 13 Clients
HURRICANE FLORENCE - 12 Clients
WILDFIRES - 1 Client

2017
WILDFIRES - 2 Clients
HURRICANE MARIA - 1 Client
HURRICANE IRMA - 67 Clients
HURRICANE HARVEY - 38 Clients
TX & GA TORNADOES - 2 Clients

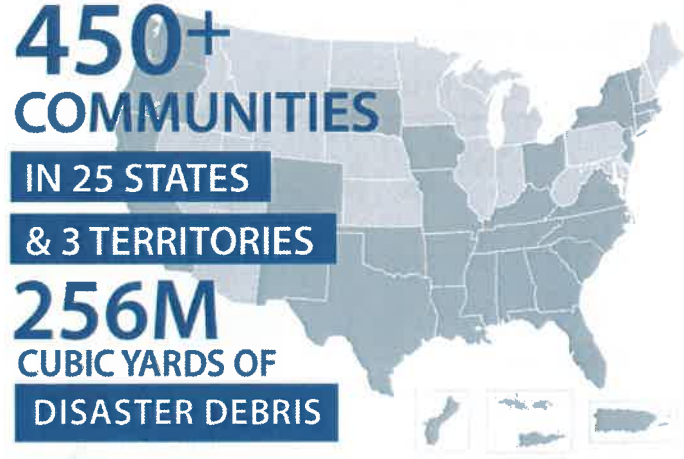
2016
HURRICANE MATTHEW - 34 Clients
HURRICANE HERMINE - 1 Client
STORMS & FLOODING - 2 Clients
WILDFIRES - 2 Clients
FLOODING - 6 Clients

2015
WILDFIRES - 2 Clients
SEVERE STORMS - 3 Clients
FLOODING - 10 Clients

2014
FLOODING - 1 Client
TORNADOES - 2 Clients
ICE STORM - 7 Clients

450+ COMMUNITIES IN 25 STATES & 3 TERRITORIES

256M CUBIC YARDS OF DISASTER DEBRIS



2013
ICE STORM - 2 Clients
FLOODING - 1 Client

2012
HURRICANE SANDY - 13 Clients
HURRICANE ISAAC - 5 Clients
TROPICAL STORM DEBBY - 3 Clients

2011
WINTER STORMS - 19 Clients
TEXAS DROUGHT - 1 Client
TEXAS WILDFIRES - 1 Client
HURRICANE IRENE - 22 Clients
TORNADOES - 4 Clients

2010
FLOODING - 2 Clients
TORNADOES - 1 Client
ICE STORMS - 1 Client
TROPICAL STORM ALEX - 1 Client

2009
ICE STORMS - 1 Client
SNOW STORMS - 2 Clients
TROPICAL STORM IDA

2008
HURRICANE IKE - 78 Clients
HURRICANE GUSTAV - 7 Clients
TROPICAL STORM FAY - 3 Clients
HURRICANE DOLLY - 30 Clients
MIDWEST FLOODING - 2 Clients

2007
MIDWEST ICE STORM - 3 Clients
TORNADOES - 2 Clients
MIDWEST SNOW STORMS - 3 Clients

2006
BUFFALO SNOW STORMS - 6 Clients

2005
HURRICANE WILMA - 17 Clients
HURRICANE RITA - 3 Clients
HURRICANE KATRINA - 11 Clients
HURRICANE DENNIS - 5 Client

2004
HURRICANE JEANNE - 2 Clients
HURRICANE IVAN - 3 Clients
HURRICANE FRANCES - 2 Clients
HURRICANE CHARLEY - 2 Clients

2002
HURRICANE LILI - 1 Client

2001
TROPICAL STORM GABRIELLE - 1 Client

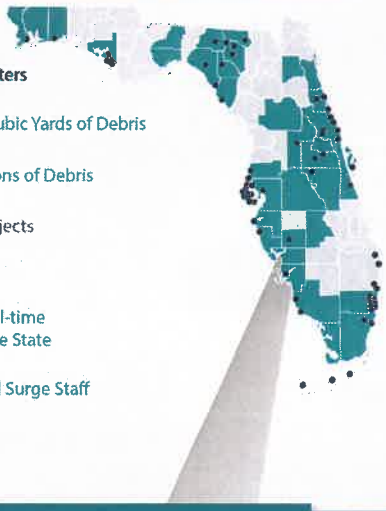
Florida Debris Monitoring Experience

Tetra Tech has performed more debris monitoring services in the state of Florida than any other firm. Our team has responded to every major disaster in Florida since 2001. In response to these events, our team has overseen more than 150 projects that amount to **over 95 million CYs of debris** across the State. Due to our vast experience, we have become experts in Florida's unique disaster recovery needs, including PPDR, waterways, and beach projects.

Florida is also our home state, where many of our principal and senior staff reside. We are proud of our work in Florida, and we want to be known in our hometowns for providing excellent service to our communities. With 20 offices throughout the state, including our disaster recovery headquarters and fully stocked warehouse in Central Florida, Tetra Tech is mere hours away to mobilize rapidly to our clients throughout the state.

Exhibit 2. Florida Debris Monitoring Experience

Florida Debris Monitoring Projects



25+ Disasters

>95M Cubic Yards of Debris

>58M Tons of Debris

140+ Projects

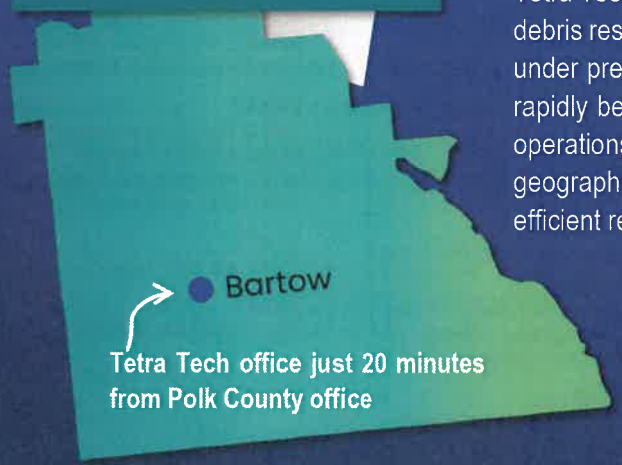
20 Offices

1,095 Full-time Personnel in the State

10K Trained Surge Staff

- **2025** — City of Dunedin NRCS | 18,247 cubic yards
- **2024** — Severe Storms | 809,828 cubic yards | 2 clients
- Hurricane Debby | 44,597 cubic yards | 7 clients
- Hurricane Helene | 10,319,602 cubic yards | 53 clients
- Hurricane Milton | 13,541,437 cubic yards | 38 clients
- **2023** — Hurricane Idalia | 216,006 cubic yards | 6 clients
- Desoto County Watershed Protection | 1 client
- **2022** — Hurricane Ian | 16,884,598 cubic yards | 31 clients
- Hurricane Nicole | 36,512 cubic yards | 5 clients
- **2021** — Surfside Condo Collapse | 10,264 tons | 1 client
- **2020** — Hurricane Sally | 1,652,200 CYs | 2 clients
- **2018** — Hurricane Michael | 9,248,830 CYs | 13 clients
- **2017** — Hurricane Irma | 21,442,478 cubic yards | 59 clients
- **2016** — Hurricane Matthew | 2,738,106 cubic yards | 14 clients
- **2012** — Hurricane Debby | 7,253 cubic yards | 3 clients
- **2008** — Tropical Storm Fay | 50,000 cubic yards | 3 clients
- **2007** — Groundhog Day Tornadoes | 281,000 cubic yards | 2 clients
- **2005** — Hurricane Dennis | 3,917,267 cubic yards | 5 clients
- Hurricane Katrina | 9,942,000 cubic yards | 11 clients
- Hurricane Rita | 4,810,000 cubic yards | 3 clients
- Hurricane Wilma | 8,914,000 cubic yards | 17 clients
- **2004** — Hurricane Charley | 1,652,200 cubic yards | 2 clients
- Hurricane Frances | 500,000 cubic yards | 2 clients
- Hurricane Ivan | 7,475,554 cubic yards | 3 clients
- Hurricane Jeanne | 350,000 cubic yards | 2 clients
- **2001** — Tropical Storm Gabrielle | 1 client

Polk County Experience



Tetra Tech office just 20 minutes from Polk County office

Tetra Tech has a long and trusted history supporting Polk County's disaster debris response, having been activated for Hurricanes Milton, Ian, and Irma under pre-positioned contracts. Across these events, our teams mobilized rapidly before and immediately after landfall to manage debris monitoring operations Countywide. Our familiarity with Polk County's operations, geography, and municipal coordination needs has consistently enabled efficient recovery and minimized administrative burden on County staff.

40+ Staff Employed

4.2M+ CYs of Debris Monitored

900+ Field Monitors Hired

33K+ Tons of Debris

Relevant Project Profiles

The following projects are a representative sample of Tetra Tech's experience and accomplishments performing debris removal services of similar scope, complexity, and magnitude within the past 5 years. This selection includes relevant projects, all of which meet the County's stated requirements, including experience on disaster recovery projects for public agencies, work performed as the prime contractor, and projects exceeding 250,000 CYs. Per Polk County's request, references are provided on the County's reference forms and Client Survey forms on the following page.

What do our clients say?

Highly Trained Staff

"While providing the necessary support, Tetra Tech also managed the enormous amount of data - including load tickets, invoices, and daily reports, which are critical for FEMA reimbursement. Your staff is highly trained and as an in-depth understanding of the specific parameters and guidelines surrounding FEMA eligibility requirements."

- Mark C. Wilfalk, Director, Depart. of Solid Waste & Environmental Program Management, City of Tampa, Florida

Commitment from Blue Skies through Reimbursement

"Tetra Tech proved itself to be a reliable partner for the city and executed all its obligations under our continuing services agreement. On top of that they provided excellent communication throughout the whole process and efficiently assisted in the cleanup of the city on both occasions. Their diligence and precision in detail ensured proper reimbursement from FEMA on all occasions. In our experience working with Tetra Tech, they have always come to the City of St. Petersburg's assistance when they are needed most for our residents and greater community. We would happily recommend their services to other communities and plan to continue our relationship with them into the future."

-Mr. Bryan M. Eichler, Assistant Director, City of St. Petersburg, FL

Team's Dedication, Responsiveness, Professionalism

"From the onset of the team's work following Tropical Storm Debby, it was evident that the staff has an in-depth understanding of Federal Emergency Management Agency (FEMA) damage assessment and reimbursement guidelines, as well as eligibility requirements. Subsequent to the timely and professional damage assessment work performed by your staff, the County tasked [Tetra Tech] with the monitoring and management of the County's debris removal program. Working in close coordination with the County and our debris hauler, [Tetra Tech] was able to assist the County in capturing maximum reimbursement from FEMA for the cost of debris removal, reduction, and disposal. Clay County sincerely appreciates your team's dedication, responsiveness, professionalism, and assistance during our time of need. I would highly recommend your firm to any community that is in need of debris monitoring services."

-Alan Altman, Environmental Services Manager (Retired), Clay County, Florida

Phenomenal

"The Public Works' Debris Plan is phenomenal. The State said it is one of the best ones they received, and we received approval from them for the Debris Plan to be included in our FROC documentation."

-Kelly Wilson, Deputy Director, Emergency Management, St. Johns County, Florida



Charlotte County, Florida | Disaster Debris Monitoring

Tetra Tech has responded to multiple major hurricane events for Charlotte County in the last 10 years alone.

Hurricanes Helene and Milton

Just two weeks after Hurricane Helene swept across the Gulf Coast of Florida in the fall of 2024, the State once again prepared for another major hurricane. Hurricane Milton vacillated between a Category 4 and 5 storm in the days leading up to its landfall. Ultimately, the storm made landfall as a Category 3 hurricane at Siesta Key, Florida, just north of Charlotte County. Residents on the Gulf Coast saw storm surges of up to eight feet in some areas.

Having just made it through the destruction caused by Hurricane Helene, Charlotte County was braced for impact with Hurricane Milton. Tetra Tech crews monitored the collection of **over 345,000 cubic yards of disaster debris**. The team consisted of nearly 200 locally hired employees.

Hurricane Ian

In September of 2022, Category 4 Hurricane Ian crushed Charlotte County with winds approaching 155 miles per hour. Immediately following the impact, Tetra Tech responded to the County to provide debris monitoring services from County maintained right of way. Tetra Tech hired and trained **more than 250 debris monitors** to provide both ROW debris removal and hazardous tree removal monitoring services with debris volumes are nearly 5 M CYs upon completion. Tetra Tech also provided debris monitoring services for the County's waterways.

Hurricane Irma

In 2017, low-lying Charlotte County suffered significant damage as a result of Hurricane Irma, the most powerful storm to make landfall in Florida in a decade. About two-thirds of the 200,000 residents in the County were ordered to evacuate. In the immediate aftermath of the storm, debris littered County roads.

The County utilized a pre-positioned contract with Tetra Tech for disaster debris monitoring. Our team immediately mobilized the project ramp-up phase, but Charlotte County initially had a difficult time bringing a debris removal contractor on to perform collection. Tetra Tech subject matter experts worked side-by-side with the Charlotte County team to navigate the process of using its internal force account labor and equipment resources to begin debris collection. Once a debris removal contractor was secured, Tetra Tech mobilized a more traditional monitoring staff where a team of 15 personnel was hired at peak to monitor the debris removal process. Utilizing *RecoveryTrac*™, our proprietary ADMS software, our team monitored the removal of **6,247 tons of debris.**

Client Name
Charlotte County, Florida

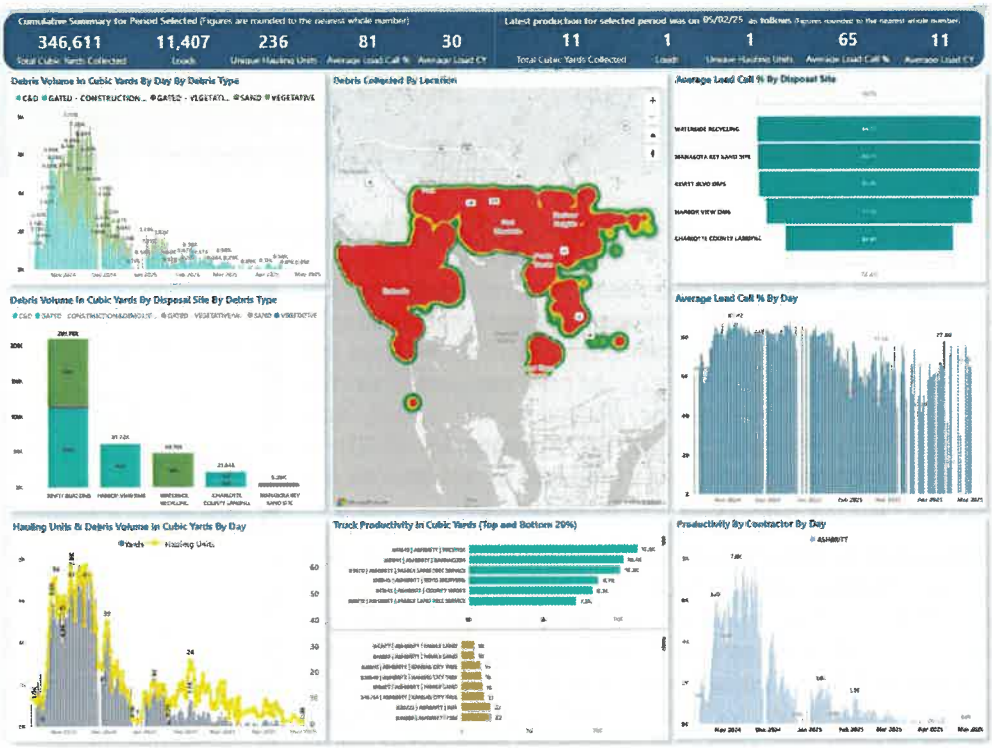
Period of Performance
Hurricanes Helene and Milton: October 2024-April 2025
Hurricane Ian: September 2022-April 2023
Hurricane Irma: September 2017-June 2018

Project Size
Hurricanes Helene and Milton: 346,738 CYs
Hurricane Ian: 4,674,284 CYs
Hurricane Irma: 6,247 tons

Project Cost
Hurricanes Helene and Milton: $26,780,993
Hurricane Ian: $82,305,920
Hurricane Irma: $1,408,004

Reference Contact
Karly Greene, Maintenance and Operations Manager
18500 Murdock Circle
Port Charlotte, FL 33948
941-740-3372
karly.greene@charlottecountyfl.gov

Charlotte County ROW Collection Daily Report



TEMPORARY DEBRIS PROCESSING SITES EXPERIENCE

In response to Hurricane Milton, Charlotte County implemented a multi-site debris management strategy utilizing approved temporary debris staging, reduction, and disposal facilities to support ROW and Private Property Debris Removal (PPDR) operations. Tetra Tech provided debris monitoring services across these sites to ensure debris was properly segregated, tracked, and directed to the appropriate reduction or disposal pathway.

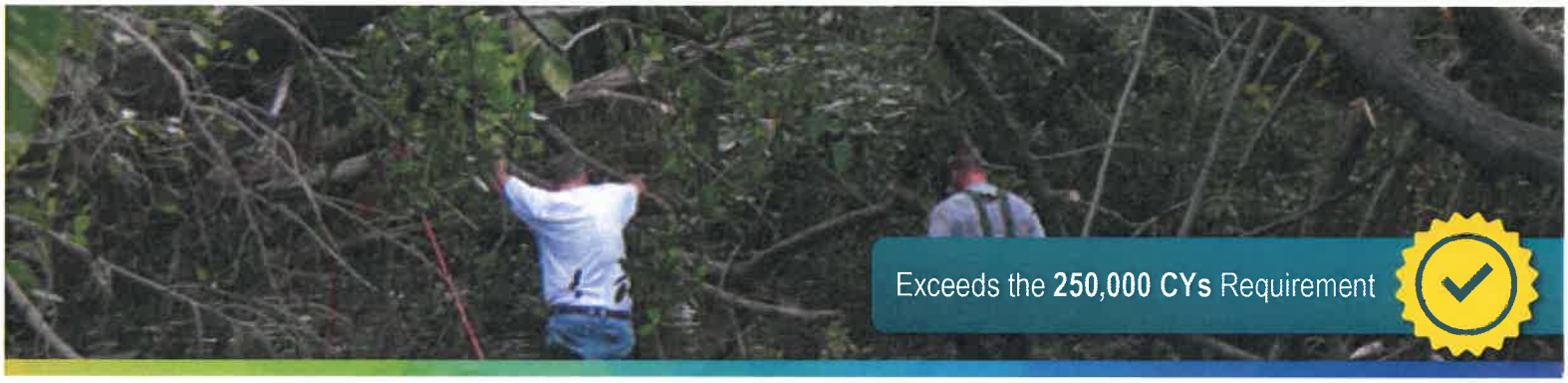
SPECIALTY AND HAZARDOUS DEBRIS MANAGEMENT

Tetra Tech provided monitoring and documentation support for a broad range of specialty debris streams during Hurricane Milton recovery operations in Charlotte County. These services included oversight of Hazardous Waste (HHW), white goods and Freon-containing appliances, Freon recovery activities, and electronic waste (e-waste).

As of May 2, 2025, cumulative operations included the documented removal of 1,808 white goods units, 760 e-waste units, and 136 HHW units, demonstrating Tetra Tech's ability to manage complex debris streams requiring specialized handling and regulatory compliance. While hazardous stumps and putrescent waste were not part of this event, Tetra Tech's nationwide disaster recovery experience ensures readiness to support those debris categories when required.

DEMOLITION AND PRIVATE PROPERTY DEBRIS REMOVAL (ROE PROGRAMS)

For Hurricane Milton, Charlotte County's recovery program included ROW and PPDR operations. Tetra Tech provided monitoring services supporting debris removal from public facilities, parks, gated areas, and other publicly owned properties, in addition to standard ROW collection corridors.



Collier County, Florida | Disaster Debris Monitoring

Over the last two decades, Tetra Tech has provided a variety of disaster recovery assistance to Collier County – from debris management planning and training to major post-disaster debris monitoring assignments. Tetra Tech has partnered with Collier County, FL on disaster response, recovery, and grant management services for nearly two decades. We have supported the County with recovery from Hurricanes Wilma (2005), Hurricane Irma (2017), Hurricane Ian (2022), a Waterways Debris Cleanup project for the Natural Resources Conservation Service (NRCS) in 2023, and Hurricane Milton (2024).

Since Tetra Tech's work for Collier County after Hurricane Wilma, our team has maintained a true partnership with the County in helping prepare for the next potential event. The County holds an annual War Games to prepare County and municipality staff – as well as other agency and private sector partners – for what to expect and what actions to take following a hurricane or other disaster event. Tetra Tech has been an active participant in this annual event for years and has helped lead the training for all participants. Tetra Tech also recently completed an update of Collier County's Disaster Debris Management Plan.

Client
Collier County, Florida

Period of Performance
Hurricane Milton: October-November 2024
NRCS Waterways: October 2023-Ongoing
Hurricane Ian: September 2022-January 2023
Hurricane Irma: September 2017-December 2018

Project Size
Hurricane Milton: 34,027 CYs
NRCS Waterways: Estimated 25,600 CYs
Hurricane Ian: 1,371,750 CYs
Hurricane Irma: 3,137,315 CYs

Project Cost
Hurricane Milton: $649,917
NRCS Waterways: $841,315
Hurricane Ian: $28,509,413
Hurricane Irma ROW: $51,777,356
Hurricane Irma Waterways: $18,273,161

Reference Contact
Vanessa Caporale, Response Manager
3299 Tamiami Trail East
Naples, FL 34112
239-253-3423
vanessa.caporale@colliercountyfl.gov

Hurricane Milton

Hurricane Milton made landfall on October 9, 2024, on Florida's Gulf Coast as a strong Category 3 hurricane, bringing 120 mph winds, torrential rain, and dangerous storm surge to communities across Southwest Florida. In Collier County, emergency officials issued mandatory evacuations for vulnerable coastal zones ahead of the storm's arrival. Milton caused extensive wind damage, downed power lines, widespread flooding, and impassable roadways throughout the County. Post-storm assessments estimated more than $280 million in damage to residential properties, public infrastructure, and commercial assets. Recovery efforts were complicated by prolonged power outages, with roughly 30% of the county still in the dark days after landfall.

As a long-time trusted partner, Tetra Tech was engaged by the County before the storm's impact and was prepared to act as soon as it was determined to be safe. Tetra Tech deployed 25 field monitors across the County to oversee contractor operations, validate load data, and ensure adherence to FEMA eligibility requirements. The team oversaw the collection of more than 34,000 CYs of debris.

Natural Resources Conservation Service (NRCS) Waterways Debris

Tetra Tech was contracted by Collier County to provide technical assistance and monitoring for the removal of disaster-generated debris deposited after Hurricane Ian. The work is part of the Emergency Watershed Protection program funded by the NRCS and was slated to occur within the Collier County stormwater conveyance infrastructure and receiving areas.

There were five approved sites within the scope, estimating **approximately 25,600 CYs** of disaster-generated debris over the span of approximately 16 miles of waterways. Tetra Tech is working with Crowder Gulf as the debris hauling contractor.

In early December 2023, representatives from the NRCS visited Collier County to perform an inspection of the work. **The Collier County project manager noted that the results accomplish along the Gordon River were "near perfect" and the inspectors**

were impressed by the Tetra Tech team's attention to detail in preserving native vegetation and avoiding the creation of erosion issues. The inspectors observed all the stages of the monitoring process in order to qualify the project for funding eligibility.

Hurricane Ian

In September of 2022, Category 4 Hurricane Ian crushed Collier County to the north with winds approaching 155 miles per hour. Tetra Tech provided Collier County with debris monitoring services for its right-of-way debris, hazardous leaners and hangers, parks, private roads, waterways, and ditches, resulting in **more than 1.3 million CYs of debris**. Tetra Tech also provided FEMA Public Assistance services to the County as they worked to recover.

Hurricane Irma

Following a direct landfall by Hurricane Irma in 2017, Tetra Tech provided total program management for the Collier County debris removal mission. In addition to debris monitoring, we served as the County's representative, tasked with overseeing right-of-way (ROW) debris removal; processing, site management and haul-out; private road and gated community debris removal; and leaner, hanger and stump removal. At the peak of the project, Tetra Tech employed nearly 200 monitors and, over the course of four months, monitored **nearly 64,000 loads of debris** and over **25,000 leaner and hanger removals**. In total, Tetra Tech monitored **over 3,000,000 CYs of debris**.

Severe Storms

In January 2016, Collier County was forced to manage debris after a straight-line windstorm left a swath of damaged and downed trees across the County. The County tasked Tetra Tech with the rapid ramp-up to monitor disposal of debris from the impacted areas. Tetra Tech worked for the County for a three-week period and monitored and documented the contractor's removal of **over 44,000 cubic yards of vegetative debris** during this brief timeframe. Tetra Tech used *RecoveryTrac*™ ADMS to document quantities of debris and provided ADMS units to County code-enforcement staff to assist with damage assessments. Tetra Tech provided daily reports to the County project leadership, and the County was especially appreciative of the timely and accurate information that allowed them to make quick decisions and ultimately conduct an efficient and effective clean-up for Collier County residents.

TEMPORARY DEBRIS PROCESSING SITES EXPERIENCE

Following Hurricane Milton, Collier County implemented a debris management strategy focused on ROW debris collection and transport to approved reduction and disposal facilities, rather than establishing multiple temporary debris processing sites. Tetra Tech provided debris monitoring services to support these operations, ensuring debris was properly documented, segregated by type, and delivered to authorized facilities in compliance with County and FEMA requirements.

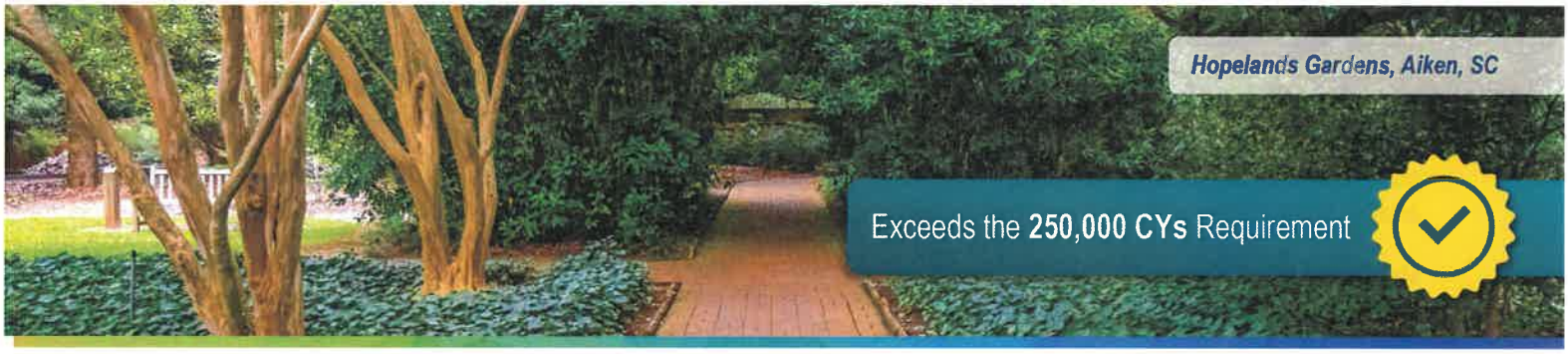
Debris streams included mixed ROW debris and specialty debris such as white goods and electronic waste, which were tracked separately and routed to appropriate recycling or disposal facilities. Tetra Tech monitored load ticketing, hauling activities, and delivery locations to confirm that debris was managed in accordance with established debris management protocols and eligibility criteria.

SPECIALTY AND HAZARDOUS DEBRIS MANAGEMENT

During Hurricane Milton recovery operations, Tetra Tech supported Collier County's management of specialty debris streams limited to white goods, Freon-containing appliances, Freon recovery activities, and electronic waste (e-waste). HHW, hazardous stumps, and putrescent waste were not part of the County's debris removal program for this event. During Hurricane Irma, over 25,000 hazardous leaner and hanger removals monitored for the County.

DEMOLITION AND PRIVATE PROPERTY DEBRIS REMOVAL (ROE PROGRAMS)

For Hurricane Milton, Collier County's debris removal operations were limited to ROW debris, and did not include structural demolition, private property ROE programs, or PPDR outside of ROW corridors. Tetra Tech's role focused on monitoring ROW collection, hauling, and disposal activities to ensure accurate documentation and FEMA eligibility.



Aiken County, South Carolina | Disaster Debris Monitoring Services

Category 4 Hurricane Helene barreled into the United States on September 26, 2024. As the storm made its way through the southeast, the storm stalled as it lost power, causing even more extensive damage across South Carolina, North Carolina, and Tennessee. Aiken County was one of the counties devastated by the hurricane; of the 36 fatalities in the State of South Carolina, 4 of them were in Aiken County. The storm spawned 21 tornadoes in the state and left over one million people without power.

The Tetra Tech team was ready to support the County as soon as conditions allowed. Our team mobilized swiftly, hosting hiring events in South Carolina to recruit local citizens, which resulted in more than 20 locally hired field staff monitoring the collection of disaster debris in Aiken County. More than **256,000 CYs of disaster debris** were collected from the right of way, as well as over 5,000 hangers and 30 unstable leaning trees.

While supporting Aiken County, Tetra Tech was also tasked to monitor the collection and removal of two municipalities within the County under the contract: the City of Aiken and the City of North Augusta. In the City of Aiken, the team monitored the collection of **64,435 CYs of debris**. In the City of North Augusta, the total was **126,460 CYs**. In total, Tetra Tech managed the collection and removal of over 430,000 CYs of debris from the County.

Client
Aiken County, South Carolina

Period of Performance
October 2024 – February 2025

Project Size
465,256 CYs*

Project Cost
$5,313,575*

Reference Contact
Brian Sanders, County Administrator

1930 University Pkwy Suite 3100
Aiken, SC 29801
803-642-2012
Bsanders@aikencountysc.gov

**inclusive of Aiken County and two municipalities in the County: City of Aiken and City of North Augusta*

TEMPORARY DEBRIS PROCESSING SITES EXPERIENCE

Following Hurricane Helene, Tetra Tech monitored the collection of more than 430,000 cubic yards of disaster debris from county and municipal rights-of-way across Aiken County and the Cities of Aiken and North Augusta. Debris was transported to temporary debris management sites where vegetative materials were segregated, staged, and reduced prior to final disposal in accordance with FEMA requirements.

SPECIALTY AND HAZARDOUS DEBRIS MANAGEMENT

Tetra Tech documented and monitored hazardous conditions within the rights-of-way, including over 5,000 hangers and 30 unstable leaning trees that posed immediate threats to public safety.

DEMOLITION AND PRIVATE PROPERTY DEBRIS REMOVAL (ROE PROGRAMS)

For Hurricane Helene, Tetra Tech's monitoring services in Aiken County were limited to debris removal within public rights-of-way across the County and its two municipalities.



City of Greenville, South Carolina | Disaster Debris Monitoring and FEMA Public Assistance Program Support

In late September 2024, the City of Greenville was impacted by the remains of Hurricane Helene, as in its tropical storm state, it lulled over South Carolina and left behind catastrophic tree canopy damage across the City. By the time the storm had moved on, over 90% of the City's households were without power.

The City contracted with Crowder Gulf for disaster debris removal and with Tetra Tech for disaster debris monitoring and FEMA Public Assistance program support. Tetra Tech staff were on the ground supporting the City with **initial response efforts within four hours of the storm's passing**. Our teams assisted the City in designing a plan for emergency push as well as environmental permitting of debris management sites.

Within the first 72 hours following Helene, Tetra Tech hired and trained local debris monitors and certified more than 20 hauling containers. We established our *RecoveryTrac*™ ADMS infrastructure to track debris loads. With *RecoveryTrac*™, the City had access to real-time maps, dashboards, and multiple reports that outlined different aspects of the debris removal activities. By the end of the project, Tetra Tech has monitored the removal of over 413,000 CYs of disaster debris.

Client
City of Greenville, South Carolina

Period of Performance
September 2024 – April 2025

Project Size
413,348 CYs

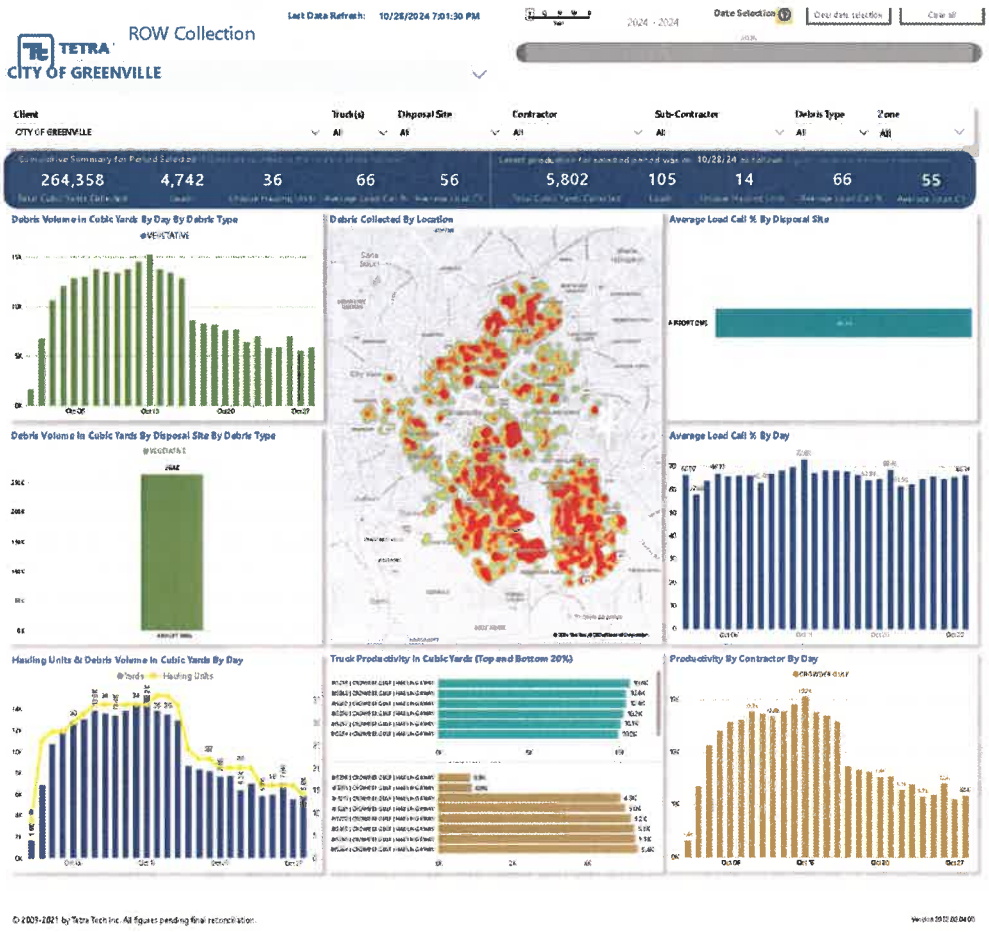
Project Cost
$6,807,910

Reference Contact
David L. Derrick, PWLF
Public Works Director
475 Fairforest Way
Greenville, SC 29607
864-467-4335
dderick@greenvillesc.gov

The City has also engaged Tetra Tech to provide FEMA Public Assistance Program grant management support. We are working with the City to seek reimbursement for Category A (Debris Removal) and Category B (Emergency Protective Measures) expenditures. Our initial activity will be to support the City in submitting an expedited project worksheet for debris removal cost which could approach $7 million.

A sample report that was provided to the City is located on the following page.

Figure 1. Load Ticket Report



TEMPORARY DEBRIS PROCESSING SITES EXPERIENCE	Following Hurricane Helene, multiple temporary debris management sites were established to support the removal of more than 413,000 CYs of vegetative and C&D debris. Tetra Tech assisted with site planning, environmental permitting, and operational monitoring to ensure debris was properly segregated, staged, reduced (including grinding and mulching of vegetative debris), and transported to approved recycling and disposal facilities in compliance with FEMA requirements.
SPECIALTY AND HAZARDOUS DEBRIS MANAGEMENT	Tetra Tech monitored and documented specialty debris in accordance with FEMA Public Assistance eligibility criteria, including hazardous trees and stumps, regulated waste streams, and other disaster-generated materials.
DEMOLITION AND PRIVATE PROPERTY DEBRIS REMOVAL (ROE PROGRAMS)	Not Applicable for the City following Hurricane Helene activation.



St. Johns County, Florida | Disaster Debris Monitoring

Hurricane Milton

When Hurricane Milton swept through Florida, St. Johns County once again relied on Tetra Tech for comprehensive debris monitoring support under our pre-positioned contract. We deployed within hours of the storm's passing, standing up field operations and launching monitoring activities across the County's extensive network of public and private roadways.

Given that nearly 40% of the County's roadway miles are privately maintained, our team played a critical role in administering the PPDR program. Tetra Tech coordinated access, oversaw documentation, and ensured FEMA compliance throughout gated neighborhoods. Our services also included coordinating with County staff to maintain clear rights-of-way and supporting the development of FEMA reimbursement documentation. Tetra Tech monitored the collection of **more than 21,000 cubic yards of debris** from the right of way.

This latest activation continues Tetra Tech's long-standing, 18-year relationship with St. Johns County and demonstrates our team's responsiveness, technical expertise, and ability to operate effectively under challenging post-disaster conditions.

Hurricane Ian

Tetra Tech has served St. Johns County Public Works for nearly 15 years – including the development of the County's disaster debris management plan and by providing debris monitoring services for multiple disaster events. In 2022, Tetra Tech was activated by St. Johns County for disaster debris monitoring services following Hurricane Ian. Tetra Tech deployed within hours of the storm's passing and was able to stand up a debris monitoring operation within 48 hours. We assisted the County in monitoring **over 45,000 cubic yards of vegetative and construction and demolition (C&D) debris**, including the documentation and pickup of PPDR within gated communities. The PPDR program was essential given that approximately 40% of the roadway lane miles in St. Johns County are private roads.

Client
St. Johns County, FL

Period of Performance
Hurricane Milton: October-November 2025
Hurricane Ian: September-December 2022
Hurricane Irma: September 2017 – January 2018
Hurricane Matthew: October 2016 – March 2017

Project Size
Hurricane Milton: 21,857 CYs
Hurricane Ian: 46,368 CYs
Hurricane Irma: 675,155 CYs
Hurricane Matthew: 722,126 CYs

Project Cost
Hurricane Milton: $420,843
Hurricane Ian: $1,001,286
Hurricane Irma: $12,414,613
Hurricane Matthew: $13,795,685

Reference Contact
Ashley Mickler Supervisor, Solid Waste Division
904-827-6980
amickler@sjcfl.us

Hurricane Irma

In 2017, St. Johns County called on Tetra Tech when Hurricane Irma caused flooding, wind damage, and beach erosion. We mobilized immediately following the storm and hired **over 60 local monitors to conduct debris monitoring operations**. Tetra Tech monitored the removal of **nearly 675,000 CYs of disaster-generated debris** from the public ROW. Additionally, we monitored and provided documentation for the removal of **over 2,000 hazardous hanging limbs and leaning trees**. In addition, Tetra Tech provided support to the County in preparing its packages for FEMA reimbursement through the Grants Portal system.

Hurricane Matthew

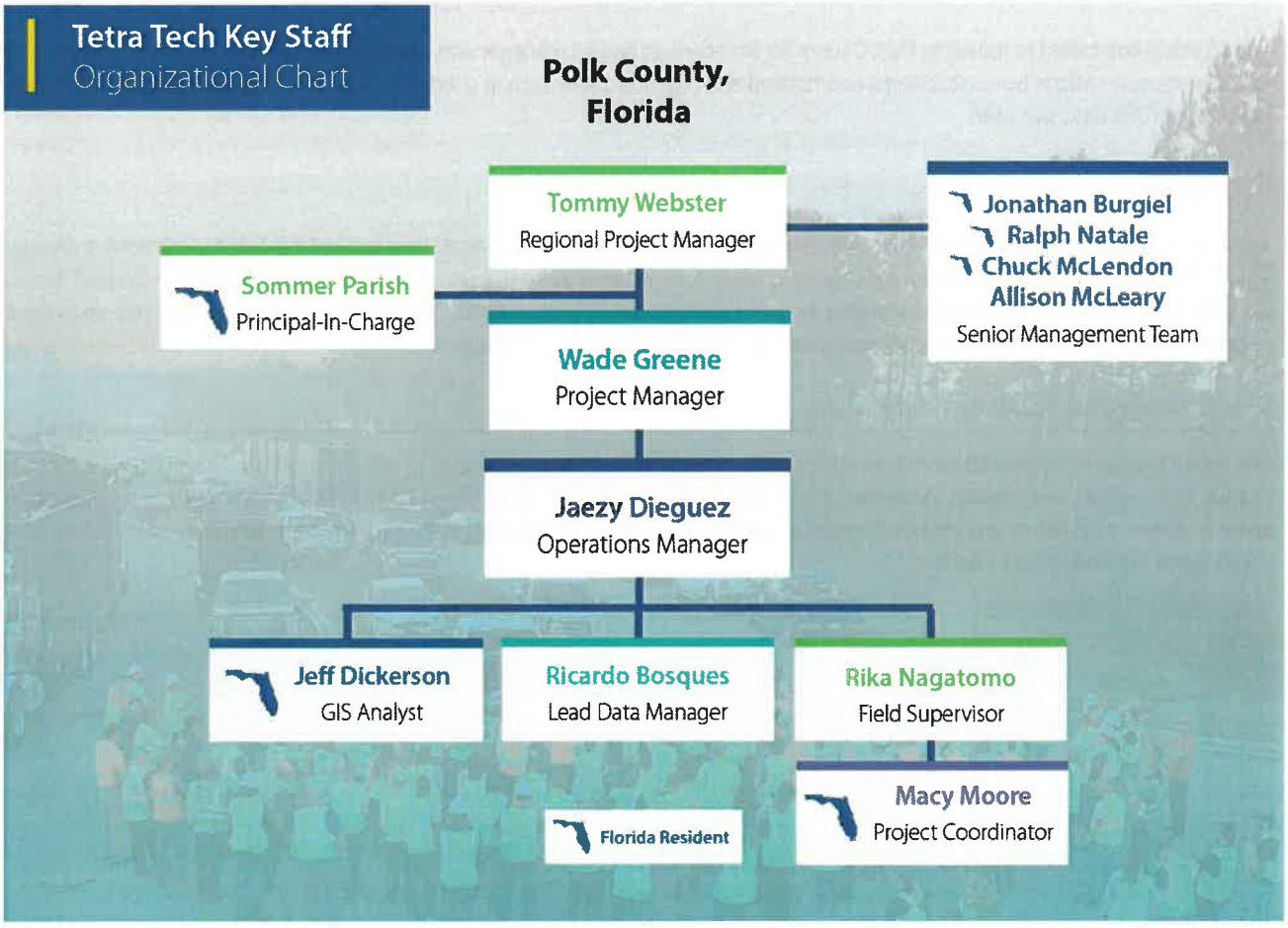
Hurricane Matthew impacted St. Johns County on October 7, 2016, leaving a trail of wind and flooding destruction behind. Our team mobilized in the immediate aftermath of the storm's impact, hiring nearly 50 local monitors to manage and document the County's debris removal efforts. This included the staffing of seven temporary debris management sites (DMS) throughout the County – five for vegetative debris and two that accepted C&D debris. In addition to ROW debris removal, our team assisted the County with PPDR and beach debris removal programs. In total, the Tetra Tech team monitored the removal of **over 720,000 cubic yards of debris and over 800 hazardous hanging limbs and leaning trees.**

TEMPORARY DEBRIS PROCESSING SITES EXPERIENCE	During the debris removal operations, no temporary debris management sites were utilized. All eligible disaster-generated debris was directly hauled from the collection locations to approved Final Disposal Sites (FDS) in accordance with County direction and FEMA eligibility requirements. While the County had pre-identified and pre-permitted TDMS locations available as part of its debris management planning efforts, operational conditions did not necessitate their activation. The debris volume, hauling logistics, and proximity to final disposal facilities allowed for efficient direct haul operations, eliminating the need for intermediate processing, reduction, or staging activities such as grinding, mulching, burning, screening, or segregation at temporary sites. This approach reduced handling time, minimized environmental impacts, and streamlined monitoring, documentation, and reimbursement processes while remaining fully compliant with FEMA Public Assistance guidance.
SPECIALTY AND HAZARDOUS DEBRIS MANAGEMENT	Following Hurricane Irma, Tetra tech monitored and collected over 2,000 hanging limbs and leaning trees and over 800 hazardous hanging limbs and leaning trees following Hurricane Matthew.
DEMOLITION AND PRIVATE PROPERTY DEBRIS REMOVAL (ROE PROGRAMS)	Following Hurricane Milton, our team played a critical role in administering the PPDR program. Tetra Tech coordinated access, oversaw documentation, and ensured FEMA compliance throughout gated neighborhoods. Our services also included coordinating with County staff to maintain clear rights-of-way and supporting the development of FEMA reimbursement documentation.

Tab 3: Resources and Availability

Organizational Chart of the Team

The proposed organization structure is based on industry best practices and an understanding of geography and the distinct management responsibilities of each position. Our proposed organizational structure ensures orderly communication, distribution of information, effective coordination of activities, and accountability. Tetra Tech's project team can scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects. **Résumés have been included at the end of this section.**



Key Staff on this Contract

Tetra Tech has assembled a team of debris removal monitoring experts with direct experience responding to recent disasters. **Our dedicated project management team is deeply familiar with the policies, procedures, and requirements associated with delivering successful disaster debris monitoring services.**

Our staff members have **managed the removal of and reimbursement for over 256 million cubic yards (CYs) of debris as well as the demolition of over 22,000 uninhabitable residential and commercial structures.** Our record of success includes serving over 450 state and local government clients in response to over 100 presidential disaster declarations over the last decade. Our team has obtained **over $81 billion in reimbursement funds** for our clients from federal agencies.

Tetra Tech is committed to providing Polk County an experienced project manager and consistent project management team that will expedite recovery efforts by establishing a coordinated and organized approach to debris removal. Our dedicated team is available to Polk County 365 days per year.

Proposed Team

Tetra Tech has assembled a project team with the qualifications and expertise necessary to support the County following a disaster. The individuals selected for this project not only have national expertise from having worked on every major disaster in the past decade but also have **hands-on experience working on prior (or current) Florida-based projects.** As a result, our staff has an in-depth understanding of how disaster response and recovery works in the Sunshine State.

Senior Management and Advisory Team

Our senior management and advisory team will provide expert oversight and assistance at critical junctures. This team is prepared to provide both tactical and strategic guidance for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise. **Résumés for project management and advisory staff have been provided at the end of this section.**



Jonathan Burgiel, Business Unit President

30+ Years of experience

Principal-in-Charge for 100+ projects across the country

Executive-level oversight and sponsorship to resolve complex issues



Chuck McLendon, Deputy Business Unit Leader

30+ Years of experience

Led efforts totaling $3B+ in FEMA PA reimbursements

Nationally recognized expert in post-disaster debris operations



Ralph Natale, Diretor of Post-Disaster Programs

20+ Years of experience

Oversaw removal of 66M+ CYs of debris and 1.7M hazardous trees

Expert in high-volume debris and demolition management



Allison McLeary, Esq., Senior Policy Advisor

21 Years of experience

Former GOHSEP and FDEM Executive with FEMA and HUD program management

Deep expertise in compliance, program policy, and advocacy for locla recovery priorities

Florida Residents

Project Field Operations Team

Tetra Tech has identified a team of field staff to support the County. We have selected team members who have previous experience in similar operations. Brief summaries of each team member's experience are provided below. **Résumés for project field operations staff have been provided at the end of this section.**

Proposed Staff	Types of Projects	Project Sizes	Specific Involvement
Tommy Webster, Regional Project Manager	Disaster debris monitoring, multi-jurisdictional debris operations, FEMA PA, environmental compliance, coastal management	Regional Manager during Hurricane Milton (Numerous Florida Jurisdictions) and Hurricane Helene (South Carolina, North Carolina, Florida, Georgia, and Tennessee)	Day-to-day operations of the engagement including field operations and contractual/business aspects. Tasked with providing assistance to the Principal-in-Charge in the administration of contracts
Sommer Parish, Principal-In-Charge Florida Resident	Disaster debris monitoring, multi-jurisdictional debris operations, FEMA PA, environmental compliance, coastal management	Managed countywide & multi-county debris operations (Hurricanes Milton, Ian, Helene, Idalia) spanning multiple jurisdictions. hundreds of thousands of CYs	Oversight of debris operations, staff hiring/training, client liaison, team supervision, FEMA documentation support
Edward Green, Project Manager	ROW debris removal, parks debris removal, PPDR, ROE, waterways, severe storms	Managed projects totaling more than 5.5 M CYs of debris and staffing up to 547 personnel	Project oversight, scheduling, safety, verifying eligibility, coordinating with debris contractors, managing field staff, tower/site monitoring
Jaezy Dieguez, Operations Manager	Hurricane debris operations, PPDR, leaner/hanger, ROW & disposal sites, waterway debris, monitor scheduling, emergency response	Managed 200 monitors; supported multiple counties during Hurricane Ian, Irma, Michael, Ida	Oversaw day-to-day debris monitoring, trained/scheduled monitors, certifying trucks, liaison with clients/contractors. **Prior experience with Polk County during Hurricane Ian.**
Rika Nagatomo, Field Supervisor	Hurricane, winter storm, PPDR, ROW, hazard trees/limbs/stumps, tornado debris	Multi-year countywide programs for Hurricane Idalia and Ian. Managed projects that included over 100 K CYs of debris.	Implemented work plans, dispatched field staff, safety oversight, schedule coordination, training monitors, managing supervisors & field staff
Ricardo Bosques, Lead Data Manager	ADMS data systems, GIS, invoicing, debris tracking, hurricane, severe storms, PPDR	Supported programs totaling over 100M of Cys of debris	ADMS setup/implementation, invoice data management, GIS integration, reporting, data oversight, client demonstrations. **Prior experience with Polk County during Hurricane Ian**
Macy Moore, Project Coordinator Florida Resident	ROW monitoring, administrative/HR onboarding	Supported countywide programs across Florida, North Carolina, South Carolina. Managed projects that included over 100 K CYs of debris.	Hiring/training coordinators, QA/QC of documentation, coordinating office & field staff, supporting debris monitoring, **Prior experience with Polk County during Hurricane Ian**
Jeff Dickerson, GIS Analyst Florida Resident	Technical organizational management, training, Developed and support of Tetra Tech's *RecoveryTrac*™	Tetra Tech's *RecoveryTrac*™ suite's SOC2 Certification (2023-2024) State and Local Sheltering and Logistic Tracking Programs (2022-2024)	Responsible for the technology solutions used to deliver professional services projects to Tetra Tech's Clients, Jeff is responsible for the planning, development, and customization of the *RecoveryTrac*™ software suite of applications.

TETRA TECH

Jonathan Burgiel

Senior Management Team



30+ YEARS OF EXPERIENCE

100+ PROJECTS

$8B GRANT FUNDING

Areas of Expertise

Disaster Recovery Program Design and Management

Federal Grant Management

Solid and Hazardous Waste Management

Grant Experience

FEMA PA

CDBG-DR

HMGP

Notable Disasters

4856 CA Los Angeles County Wildfires
4834 FL Hurricane Milton
4827 NC Tropical Storm/Hurricane Helene
4796 IA Iowa Severe Storms
4734 Hurricane Idalia
4724 Maui Wildfires
4673 Hurricane Ian
4337 FL Hurricane Irma
4332 TX Hurricane Harvey
4344 CA Wildfires
4024 Hurricane Irene
1602 Hurricane Katrina

Education

University of Central Florida, Master of Business Administration, 1989

Tufts University, Bachelor of Arts, Economics, 1984

EXPERIENCE SUMMARY

As President of Tetra Tech's Disaster Recovery Business Unit, Mr. Jonathan Burgiel manages the business operations of all disaster recovery efforts, including preparedness planning, project staffing, logistics, grant administration and agency reimbursement support, program accounting/auditing oversight, and contract negotiations. Jonathan is dedicated to helping communities plan for and recover from disasters and provide the necessary documentation to receive the maximum allowable reimbursement from federal and state emergency management agencies.

Jonathan has 30+ years of solid waste and disaster recovery experience. His disaster-related work has included serving as principal in charge of over 100 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters.

Jonathan is intimately familiar with local, state, and federal solid waste and hazardous waste regulations, as well as U.S. Department of Housing and Urban Development (HUD), Federal Emergency Management Agency (FEMA), and Federal Highway Administration (FHWA) policies and reimbursement procedures as they relate to disaster management and recovery.

RELEVANT EXPERIENCE

Jonathan has provided senior management oversight to the following projects:

- Buncombe County, NC, Disaster Recovery Services – Hurricane Helene, 2024-2025
- Iowa Non-Congregate Sheltering – Iowa Severe Storms, 2024
- 30 communities and over 1,500 staff in Florida – Hurricane Ian, 2022-2023
- Rental and Mortgage Assistance - rental assistance to 120,000 homeowners across 5 states, and mortgage assistance in Florida and Maryland resulting from COVID pandemic
- Hurricane Maria debris mission supporting the Commonwealth of Puerto Rico Department of Transportation, comprehensive support including environmental; grant management; homeowner and infrastructure support w/HUD funding
- City of Cedar Rapids, Iowa – Severe Flooding, 2020
- 67 communities and over 2,400 staff in Florida – Hurricane Irma
- 38 communities and over 1,400 staff in Texas – Hurricane Harvey
- CalRecycle/CalOES – State of California Camp Fire Response

TETRA TECH

Ralph Natale

Senior Management Team



15+ YEARS OF EXPERIENCE

250+ PROJECTS

$4.5B+ REIMBURSED INVOICES

Areas of Expertise

Program Development
Documentation Management
Private Property Debris Removal
Debris Removal Planning
Debris Removal Monitoring
Packet Management
Geospatial Reporting

Grant Experience

FEMA-PA
NRCS-EWP
FHWA-ER
CDBG-DR

Disasters

4781 Texas Severe Storms, Wind Event, and Floods
4724 Maui Wildfires
4734 Hurricane Idalia
4673 Hurricane Ian
4240 Valley and Butte Fires
& Several More

Certifications

OSHA 40-Hour Asbestos Training
IS-632: Debris Operations
HSEEP-Certified
OSHA Asbestos Health and Safety
IS-30: Mitigation Grants System
IS-100, 200, and 700: ICS and NIMS
IS-630: Intro to the PA Process

EXPERIENCE SUMMARY

Mr. Ralph Natale is the director of post-disaster programs for Tetra Tech, encompassing HUD and Case Management operations, FEMA funding operations, and debris monitoring operations. He leads the practices by developing programs, providing daily project support, and providing oversight and guidance to his team of project managers and projects. Ralph is an expert in Federal Emergency Management Agency-Public Assistance (FEMA-PA) Grant Program reimbursement policies and has administered over 250 projects in his 15-year-plus career.

Ralph specializes in large scale responses and has served as a principal in charge or project manager in response to some of the country's largest disasters, including 19 state-level responses after major hurricanes, floods, and fire events. This includes managing and documenting the removal of over 66 million cubic yards (CYs) of debris, 1.7M hazardous trees, and the program management of debris collection and demolition of over 35,000 parcels on fire removal projects and over 200,000 environmental samples. The HUD projects that Ralph has overseen have encompassed 5,000 parcels, and the Department of the Treasury ERAP projects he has overseen have benefited 100,000 residents.

RELEVANT EXPERIENCE

Senior Management Team | Grant Management, Case Management, and Debris Monitoring

As the Operations oversight for all Grant Management, Case Management, and Debris Monitoring projects, Ralph is responsible for developing and implementing strategic plans to help Tetra Tech's clients receive as much grant funding as possible in the wake of disasters. He works with the leaders in each of these practices to ensure the teams are compliant in funding requests and that they optimize resource allocation. He plays a pivotal role in administering FEMA Public Assistance and HUD CDBG programs, liaising with government agencies, and ensuring eligibility criteria are met. He oversees operational functions, streamlines processes to help the staff spend more of their time focused on their projects, and fosters a cohesive work environment. Overall, Ralph oversees a broad spectrum of responsibilities and tasks that makes Tetra Tech effective at being a full-spectrum recovery provider.

Several recent key projects include the following:

- Buncombe County, North Carolina | Comprehensive Disaster Recovery Services following Hurricane Helene (2024 – Present)
- Private Property Puerto Rico Department of Housing | Environmental Reviews (2021 – 2023)
- Texas Emergency Rental Assistance Program (2022 – 2023)
- State of Connecticut Public Assistance Services (2019 – present)
- Harris County, Texas | Environmental Review (2020 – 2022)

TETRA TECH

Chuck McLendon

Senior Management Team



33+ YEARS OF EXPERIENCE

125M CYS OF DEBRIS

$3B FEMA PA REIMBURSEMENT

Areas of Expertise

Solid and Hazardous Waste Management
Disaster Debris Monitoring
Solid Waste Routing and Efficiency
Private Property Debris Removal
Emergency Management
Damage Assessment
Utility Engineering/Consulting
Cost of Service Evaluations
Program Management
Public Outreach/Communications
Procurement (2CFR)
Environmental Permitting
Grant Management

Disasters

DR-4796-IA, Iowa Severe Storms
DR-4794-FL, Florida Severe Storms
DR 4734-FL, Hurricane Idalia
DR4673-FL, Hurricane Ian
DR-4559-LA, Hurricane Laura
DR-4393-NC, Hurricane Florence
DR 4337-FL, Hurricane Irma
DR-4283-FL, Hurricane Matthew
DR-4241-SC, Severe Flooding
DR-1603-LA, Hurricane Katrina
BP Deepwater Horizon Oil Spill

Education

Florida State University, Bachelor of Science, Business Marketing

EXPERIENCE SUMMARY

Mr. Chuck McLendon serves as the Deputy Business Unit Leader for Tetra Tech's Emergency Management practice area and has been providing consulting engineering services to federal, state, and local governments across the U.S. for more than 30 years. His background in solid and hazardous waste management has led him to become one of the leading experts in the country on the implementation of large-scale post-disaster debris removal programs. He has routinely assembled large teams to support major infrastructure and emergency response efforts. Career highlights include:

- Experienced Executive Program Manager with over 33 years of experience working with federal, state, and local government agencies on the finance, design, permitting, procurement, construction, and operations of major infrastructure projects.
- Major experience in legal substantiation and implementation of complex debris removal programs including PPDR, waterways, beaches, selective salvage, etc.
- In depth knowledge of the FEMA Public Assistance program including a strong understanding of Federal Register 2 CFR Part 200 ("the Super Circular")

RELEVANT EXPERIENCE

Chuck has been activated on more than 30 major disaster activations including projects totaling more than 125 million cubic yards of debris and upwards of $3 billion in FEMA PA reimbursement. A selection of his debris monitoring experience includes:

- Hurricane Milton (2024) | Numerous Florida Jurisdictions
- Hurricane Helene (2024) | Clients throughout South Carolina, North Carolina, Florida, Georgia, and Tennessee
- Severe Storms (2024) | Leon County and City of Tallahassee, FL
- Hurricane Idalia (2023) | Florida Department of Environmental Protection
- Surfside Condominium Collapse (2021) | Miami-Dade County, Florida
- Hurricane Sally (2020) | City of Pensacola, FL and Okaloosa County, FL
- Hurricane Laura (2020) | Calcasieu Parish, LA
- Hurricane Florence (2018) | Boiling Spring Lakes, NC and Briarcliff Acres, SC
- Hurricane Irma (2017) | Numerous Central Florida Jurisdictions
- Severe Flooding (2017) | South Carolina Emergency Management Division
- Hurricane Matthew (2016) | St. Johns and Flagler Counties, Florida
- Severe Flooding (2015) | Clarendon County, South Carolina
- Severe Flooding (2014) | Escambia County, Florida
- Hurricane Isaac (2012) | Jefferson Parish, Louisiana
- Northern Alabama Tornados Debris Monitoring (2011) | U.S. Army Corps of Engineers

TETRA TECH

Allison McLeary, Esq.

Senior Management Team



21 YEARS OF EXPERIENCE

Areas of Expertise

Disaster Response & Recovery

Grant Administration

Stafford Act Compliance

Alternative Procedures

Grant Experience

FEMA Public Assistance

CARES Act

USDA Agriculture Recovery Block Grants

HUD CDBG

ARPA

Education

Auburn University, Bachelor of Arts, March 2000

Louisiana State University- Paul M. Hebert Law Center, Juris Doctorate, May 2004

Louisiana State University- Paul M. Hebert Law Center, Bachelor of Civil Law, May 2004

EXPERIENCE SUMMARY

Ms. Allison McLeary is a **seasoned emergency management executive** with a strong track record of implementing and managing complex grant programs. As former Recovery Bureau Chief of the Florida Division of Emergency Management, she offers more than three years of direct experience administering grant programming throughout the State of Florida. In her role, she excelled at building meaningful relationships across all levels of government to drive impactful outcomes for applicants. Allison also served as Recovery Counsel for the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), where she contributed to the development and management of statewide programs aimed at enhancing public safety and infrastructure resilience. Allison is a **recognized expert in the realm of grant management** and is frequently invited to present at national conferences, where she shares her **insights on effective strategies for grant administration and implementation**. With Tetra Tech, Allison is currently a **program management advisor for state-level contracts for 29 states and 2 territories**.

RELEVANT EXPERIENCE

Director, Federal Grant Programs (March 2021 – Present)
Tetra Tech, Inc.

Allison serves as Director, Federal Grant Programs, providing policy guidance and program support. Allison is an expert in FEMA policies, building and maintaining relationships with State and FEMA representatives. She analyzes policy and provides policy guidance to clients. She supports the Tetra Tech team to build programs that align with federal expectations and comply with client/federal requirements. She maximizes operational efficiencies by analyzing individual projects with a holistic lens, leveraging best practices from Tetra Tech management operations throughout the nation. Additionally, Allison coordinates relationships with funding agencies and local partners to streamline project operations.

Allison has been activated on more than 15 major disaster activations including projects totaling more than 125 M CYs of debris and upwards of $3 billion in FEMA PA reimbursement. A selection of her debris monitoring experience includes:

- State of Iowa
- Florida Department of Emergency Management – Water and Infrastructure Response and Recovery
- Maui County
- State of Connecticut

TETRA TECH

Tommy Webster

Regional Project Manager



20+ YEARS OF EXPERIENCE

Areas of Expertise

Project Management

Debris Monitoring/Removal

FEMA PA

Construction Management

Private Property Debris Removal

Cost of Service Evaluations

Emergency Management

Damage Assessment

Utility Engineering/Consulting

Public Outreach/ Communications

Procurement (2CFR)

Grant Management

Key Training/Certifications

DHS/FEMA/PIA-017 Federal Emergency Response Official. Effective date 9/4/2018 – 9/02/2024

North Carolina General Contractor's License

USACE Construction Quality Management for Contractors-Certified

FEMA 325 Public Assistance Debris Management Guide

FEMA E0202 Debris Management Planning Certified

FEMA ICS-100 and 200

EXPERIENCE SUMMARY

Mr. Tommy Webster has more than 20 years of consulting and operational experience with major field environmental and civil works projects. Tommy brings a unique perspective, having spent many years of his career on the consulting side at Tetra Tech and its preceding organizations, as well as at a major national civil construction and debris contractor (Phillips and Jordan). He brings a strong understanding of Federal Emergency Management Agency FEMA) Public Assistance (PA) Program policy and how the policy applies to post disaster recovery. Through his experience, Tommy has managed planning, response, and recovery/reconstruction for a wide variety of projects and disasters including hurricanes, floods, ice storms, fires, oil spills, and other disaster incidents. He has worked projects large and small for clientele across the United States including the Army Corps of Engineers (USACE), state government and agencies, counties, cities, water management/flood control districts, and more. Tommy is a pragmatic, results oriented professional with a proven history of leadership on highly successful projects.

Tommy was chosen for this project due to his ability to interact with clients, governmental agencies, employees, and contractors and his leadership skills to negotiate contracts, train clients and employees, submit realistic schedules, motivate staff, and track results.

RELEVANT EXPERIENCE

Program Manager (May 2022 – Present)
Tetra Tech, Inc.

Tommy is responsible for the day-to-day operations of the engagement including field operations and contractual/business aspects. He is tasked with providing assistance to the Principal-in-Charge in the administration of contracts; enforcement of the provisions of the client's contract with collection contractors; serving as the primary point of contact for client staff, Contractors and FEMA representatives; maintaining appropriate staffing levels; implementing quality assurance and control measures; review of daily contractor activity; review/submittal of contractor invoices.

A selection of his debris monitoring experience includes:

- Hurricane Milton (2024) | Numerous Florida Jurisdictions
- Hurricane Helene (2024) | Clients throughout South Carolina, North Carolina, Florida, Georgia, and Tennessee

TETRA TECH

Sommer Parish, M.S.

Principal-in-Charge

20 YEARS OF EXPERIENCE

Areas of Expertise

Client Services & Stakeholder Engagement

Disaster Debris Management

Client-Facing Training and Presentations

CDBG-DR Environmental Reviews

NEPA Compliance

Wetlands Delineation and Assessment

Coastal Management and Clean Water Act

Section 106 National Historic Preservation Act Experience

FEMA Public Assistance Program

Field Coordination and Oversight

Project Scheduling/Reporting

Stakeholder Communication and Public Relations

Project Management

Key Training/Certifications

OSHA 40-Hour HAZWOPER

Financial Accounting (Harvard Business School Online)

FEMA ICS 100, 200, 632, 633, 700, 800, 1000

FL-FROC 602

SmartSheet Core Product

Education

Lamar University, **Master of Science** in Biology

Lamar University, **Bachelor of Science** in Communication Disorders

Publication

Paul F. Nicoletto, Sommer H. Linscomb. (2007) Sound production by the Sheepshead Minnow, Cyprinodon variegatus. Environmental Biology of Fishes 81:1, 15-20.

EXPERIENCE SUMMARY

Dynamic and results-driven Environmental and Project Management Professional with 20 years of progressively responsible experience leading disaster debris operations, environmental compliance programs, and cross-functional teams. Proven expertise in budget management, contract compliance, regulatory compliance, and strategic planning. Acted as the primary client-services liaison for multiple municipal and county agencies—developing communication plans, delivering timely status reports, and resolving escalations to sustain high client satisfaction. Demonstrated ability to oversee complex operational programs ensuring regulatory adherence and fiscal sustainability.

RELEVANT EXPERIENCE

Regional Client Program Manager (Central Florida)

As a Regional Client Program Manager for Central Florida, I led the development and execution of client growth initiatives, strategically aligning marketing and operational support to drive regional expansion and program success. I managed contract tracking and coordinated closely with finance teams to ensure timely invoice processing and fiscal accountability, supporting seamless financial closeouts. My role required strong cross-functional collaboration, strategic planning, and focused delivery of measurable results to meet business objectives while maintaining client satisfaction. Additionally, I conducted internal and client-facing training and presentations to enhance program understanding and stakeholder engagement. This position honed my abilities in program management, client relations, and operational coordination within regulated environments.

Regional Project Manager

In my role as a Regional Project Manager, I directed the coordination of multi-jurisdictional debris removal and disposal operations, ensuring optimal resource allocation and contractor performance to meet operational and budgetary goals. I collaborated closely with local government and emergency management officials to ensure compliance with federal and state solid waste and environmental regulations. I managed project budgets encompassing operational expenses, staffing, and equipment needs, consistently ensuring financial accountability and timely invoice processing. Furthermore, I developed and implemented strategic plans aimed at enhancing debris management efficiency and ensuring the long-term operational viability of projects.

- Clearwater, FL - Hurricane Milton
- St. John's County, FL – Hurricane Milton
- Volusia County, FL - Hurricane Milton
- Seminole County, FL - Hurricane Milton
- New Smyrna Beach, FL - Hurricane Milton
- Holly Hill, FL - Hurricane Milton
- Deltona, FL - Hurricane Milton
- South Daytona - Hurricane Milton
- Orange City, FL - Hurricane Milton, Hurricane Ian
- Brevard County, FL - Hurricane Milton, Hurricane Ian
- Melbourne, FL - Hurricane Milton
- Osceola County, FL – Hurricane Milton

Edward "Wade" Green | Project Manager

8 YEARS OF EXPERIENCE

EXPERIENCE SUMMARY

Edward "Wade" Greene is a management professional with 6 years of experience spent working on debris-related projects for Tetra Tech clients across the nation. He is adept in all aspects of debris monitoring and is knowledgeable on the required documentation to satisfy the requirements of multiple funding sources. Wade is responsible for the implementation of Tetra Tech's work plans, dispatching field personnel, staffing, safety procedures, field logistics, and training of personnel. He verifies eligibility and compliance; oversees collection and disposal operations; and coordinates directly with debris contractors, data managers, and project managers to meet the goals of each client.

Wade was selected for this project because of his extensive experience working on large scale debris generating disasters.

Areas of Expertise

Disaster Debris Program Management

Right-of-Way/Right-of-Entry Debris Removal

Private Property Programs

Leaner/Hanger Programs

FEMA Reimbursement

Grant Experience

FEMA PA

NRCS

Key Training/Certifications

HAZWOPER

Education

Technical College of the Lowcountry, Currently Enrolled

RELEVANT EXPERIENCE

Project Manager

In the role of Project Manager, Wade provides project oversight, training, and scheduling the various services Tetra Tech provides. He is responsible for client communication. Wade serves as a consistent point of contact for the client's debris managers and provides a bridge between any preparedness and post-disaster response activities.

Client	Project	Dates Worked	Programs	CYs/Tons	Staff	Project Cost
Greenville County, SC	Hurricane Helene	October 2024-May 2025	ROW	1,185,161 CYs	180+	$13,662,511
City of Fountain Inn, SC	Hurricane Helene	September 2024-Present	ROW	13,417 CYs	20	$165,884.89
Ascension Parish and City of Donaldsonville, LA	Hurricane Francine	September 2024	ROW	TBD	TBD	TBD
Texas Department of Transportation, Brazoria County, and City of Brazoria, TX	Hurricane Beryl	July-August 2024	ROW and Parks	447,898 CYs, 227 Tons, 12,396 Hanging Limbs and 43 Hazardous Trees	204 Staff	TBD
Leon County, FL, and City of Tallahassee, FL	Severe Storms	May 2024-Present	ROW and Parks	353,815 CYs, plus 7,307 Hanging Limbs and 752 Hazardous Trees	104 Staff	TBD
City of Little Rock, AR	Conservation Project	February-June 2024	Waterways	16,294 CYs	TBD	TBD
City of Spokane, WA	Spokane Fires	December 2023-April 2024	ROW, ROE, and PPDR	2,233 CYs and 65 Tons	2 Staff	TBD
Florida Department of Environmental Protection	Hurricane Idalia	September 2023-February 2024	Parks	28,008 CYs	42 Staff	$1,942,796

TETRA TECH

Jaezy Dieguez

Operations Manager

5 YEARS OF EXPERIENCE

5+ DISASTERS

Areas of Expertise

Supervision of Field Operations

Scheduling & Dispatch

Debris Removal Monitoring

Truck Certification

Key Training/Certifications

FEMA ICS 100

Education

Everglades University - BA, Crisis and Disaster Management/Construction Management, 2022-Present

Florida Metropolitan University — AA, Sciences of Criminal Justice, 2005-2007

EXPERIENCE SUMMARY

Mr. Jaezy Dieguez has demonstrated exceptional skills and experience in multiple areas of debris recovery during his time at Tetra Tech. His expertise lies in recruiting, hiring, and training staff, along with managing a large team of monitors ranging from 3 to 200 employees. Mr. Dieguez has successfully overseen the entire process of debris removal and final haul-out for disaster recovery projects, serving as the primary liaison between clients and contractors. His responsibilities encompass organizing and scheduling truck routes on a daily basis, monitoring schedules, handling clock-in/out procedures for monitors, and managing payroll. He ensures the verification of daily collection and disposal logs, maintains project punch-lists, organizes data entry, and manages file organization. Mr. Dieguez is also responsible for conducting safety briefings and trainings to ensure adherence to health and safety protocols. His efficient coordination includes scheduling meetings with clients and contractors to ensure timely project completion.

Jaezy was selected for this project because he brings 5 years of direct, field-tested experience managing debris monitoring operations across multiple hurricanes, including prior work in Polk County.

RELEVANT EXPERIENCE

Operations Manager

In this role, Mr. Dieguez is responsible for overseeing day-to-day operations of debris monitoring, which include the training and scheduling of monitors, tracking of debris, and project QA/QC. As an operations manager, his oversight involves field issue resolution, and the design and implementation of processes for monitoring.

- Highlands County, Florida - Hurricane Ian
- **Polk County, Florida - Hurricane Ian**
- Covington, Louisiana - Hurricane Ida

Project Manager

As a project manager, Mr. Dieguez was responsible for client communications, supervised all aspects of operations, dispatch and time verification. Mr. Dieguez also oversaw operations and worked closely with office staff such as Operations Manager, Project Coordinators, and Data Managers.

- Panama City, Florida - Hurricane Michael
- Lee County, Georgia - Hurricane Michael
- South Florida - Hurricane Irma,

TETRA TECH

Rika C. Nagatomo

Field Supervisor

8 YEARS OF EXPERIENCE

Areas of Expertise

Project Coordination

Data Management

QA/QC

Field Operations

Right of Entry

Monitor Training

Right of Way Debris Removal

Field Operations

Hazardous Trees/Limbs/Stumps

Education

Mineola High School, Diploma

EXPERIENCE SUMMARY

Rika Nagatomo is an experienced Field Supervisor supporting multiple projects with Tetra Tech. Rika has served on a variety of projects including Hurricane, Fire, and Severe Winter Storm Projects. With seven years of experience, Rika brings a deep knowledge of what's necessary for successful debris monitoring operations. She's skilled at training debris monitors and performing QA/QC throughout the projects.

RELEVANT EXPERIENCE

Operations Manager

As operations manager, Rika was responsible for the implementation of Tetra Tech's work plans, dispatching field personnel, staffing, safety, field logistics, and training. She verified eligibility, compliance, and collection and disposal operations oversight and coordinate directly with our project manager daily with progress reports and on specific issues.

- Pinellas County, FL – Hurricane Helene, 2024-2025
- Pinellas County, FL – Hurricane Milton, 2024-2025
- City of St. Petersburg, FL – Hurricane Idalia, 2023
- St. John the Baptist Parish, LA – Hurricane Ida PPDR, 2022-2024

Field Supervisor

Rika served as project coordinator and field supervisor for multiple storm and tornado projects. Her duties included the quality control of debris site monitors, project payroll, and ensuring that all documentation that is being captured is FEMA-compliant during debris removal operations. She verified that monitors retained their training and responded to issues as they arrived in the field. Rika was tasked with the management of locally hired additional supervisors and field monitors, project timeline, and current tasking.

- Los Angeles County, CA – Wildfires, 2025
- Department of Management Services, Miami and Dade Counties, FL - 2023
- Florida Department of Environmental Protection – Hurricane Ian, 2023-2024
- Hillsborough and Pinellas Counties, FL – Hurricane Idalia, 2023
- Orange County, FL – Hurricane Ian, 2022
- St Helena Parish, LA – Hurricane Ida, 2021-2022
- Calhoun County, AL – Tornado, 2021
- Multiple clients, LA – Hurricane Zeta, 2020-2021
- Decatur County, FL – Hurricane Michael, 2018-2019

TETRA TECH

Ricardo Bosques

Data Manager

9+	YEARS OF EXPERIENCE
20+	DISASTERS
$8.2M+	GRANT FUNDING

Areas of Expertise

Disaster Debris Management

Data Collection, Utilization, and Validation

Data Management

Report designs

Reimbursement Policies and Procedures

Public Relations

Invoice Reconciliation

Education

University of Texas at San Antonio, Bachelor of Science in Biology with a Concentration in Microbiology/ Immunology

EXPERIENCE SUMMARY

Mr. Ricardo Bosques is a data and automated debris management system (ADMS) technology specialist for Tetra Tech, where his understanding of Federal Emergency Management Agency (FEMA) eligibility and documentation requirements for public assistance debris removal programs have aided him in quality control and oversight of multiple projects. Ricardo is responsible for the implementation of Tetra Tech's *RecoveryTrac*™ ADMS technology as well as oversight and management of field data managers and invoice analysts. He supports the implementation of ADMS in the field, as well as establishing quality assurance and project reporting standards for disaster debris monitoring operations. Ricardo has focused on providing complete auditable datasets that maximize reimbursement and are project worksheet ready.

RELEVANT EXPERIENCE

Senior Data Manager (2020-Present)

Various Clients and Projects

Ricardo handles overall project setup for various Tetra Tech disaster response monitoring operations through *RecoveryTrac*™ ADMS. He also creates and oversees specialized reporting requested by the clients, handles debris contractor invoicing data and documentation, provides client demonstrations of the geoportal GIS tracking system, abiding and following FEMA compliance pertaining to the debris removal operations, and data tracking.

Ricardo has supported the following projects as the Senior Data Manager:

- Hurricane Helene – Multiple Clients in Florida, Georgia, South Carolina, and North Carolina, 2024
- Hurricane Milton – Multiple Clients in Florida, 2024
- Hurricane Idalia – Florida Department of Environmental Protection: Parks and Waterways, Leon County, Pasco County, and City of St. Petersburg, Florida, 2023
- New Mexico Wildfires – United States Army Corps of Engineers, 2023
- Severe Storms and Floods – State of Vermont, 2023
- Severe Storms and Tornadoes – City of Rolling Fork, Mississippi, 2023
- Severe Storms and Tornadoes – City of Sherwood and City of North Little Rock, Arkansas, 2023
- **Hurricane Ian – Sarasota County, Charlotte County, Collier County, Polk County, Manatee County, Volusia County, Highlands County, Seminole County, Orange County, and the City of Cape Coral, Florida, 2022**
- Severe Winter Storms – Warren County and City of Bowling Green, Kentucky
- Lake Houston Silt Removal | 2022 – City of Houston, Texas, 2022

TETRA TECH

Macy Moore

Project Coordinator

7 YEARS OF EXPERIENCE

Areas of Expertise

Project Coordination

Project Setup

Staff Training

Organization

QA/QC

Scheduling and Dispatch

Adherence to State Labor Laws

Key Training/Certifications

HAZWOPER 40

FEMA ICS-100 and ICS-200

Education

Hilton Head High, HS Diploma, 2014

Charleston Southern University

EXPERIENCE SUMMARY

Ms. Macy Moore is an accomplished Regional Project Coordinator with five years of experience in the disaster recovery industry. Since joining Tetra Tech in 2017, she has supported projects in California, as well as multiple states along the Gulf and East coasts following hurricanes, tornadoes, and wildfires. Macy is responsible for onboarding, training, and assisting with the oversight of PC teams to ensure that projects run smoothly and efficiently.

RELEVANT EXPERIENCE

Regional Project Coordinator

Macy's responsibilities include the hiring and oversight of local project coordinators, coordination between project management and field staff, HR and payroll liaison, and QA/QC of project documentation and time records. She was responsible for conducting interviews for potential administrative staff. Macy provided day-to-day support for operations and was responsible for the organization and tracking of licenses used for Tetra Tech's Tetraforms system. Macy is also responsible for ensuring that employees are in compliance with state policies and labor laws.

- Multiple Clients in Texas (City of Alvin, City of Pearland, City of Angleton, and Brazoria County) – Hurricane Beryl, July 2024-Present
- Leon County and City of Tallahassee, FL – Severe Storms, 2024-Present
- City of Louisville, KY – Tornado, 2024-Present
- DeSoto County, FL – Emergency Watershed Project, 2024-Present
- Maui County, HI – Wildfires, 2023-2024
- **Southwest Florida (Collier County, Charlotte County, and Lee County, Polk County) – Hurricane Ian, September 2022**
- CalRecycle, CA – Dixie-Caldor Fire, October 2021-September 2022
- CalRecycle, CA – Northern Branch Complex Fire, November 2020-October 2021
- Various Clients in Alabama, Florida, and Louisiana – Hurricane Laura and Hurricane Sally, September-November 2020

TETRA TECH

Jeff Dickerson

GIS Analyst



30+ YEARS OF EXPERIENCE

13+ APPLICATIONS MANAGED

6K+ APPLICATION USERS

Areas of Expertise

Recovery Technology Solutions / ADMS

Resource Deployment and Tracking

Readiness Training and Exercises

Disaster Operations Support

20+ Years Military Experience

Grant Experience

CDBG-DR

Key Training/Certifications

FEMA IS-632, IS-700, IS-922

Disasters

4798 Hurricane Beryl
4781 Texas Severe Storms, Wind Event, And Floods
4724 Maui Wildfires
4734 Hurricane Idalia
4673 Hurricane Ian
4337 Hurricane Irma
4340 Hurricane Maria
4240 CA Wildfires
4223 TX Flooding
4087 Hurricane Sandy
4106 CT Winter Storm
1609 Hurricane Wilma

Education

Thomas Edison University, Associate of Science, Nuclear Engineering Technology, 1997

EXPERIENCE SUMMARY

Mr. Jeffrey Dickerson has more than 30 years of experience in program management, with extensive experience in technical organizational management, training, and readiness exercises. He is a military veteran with skills in leadership, training, and personnel development. As the Director of Information Technology, Jeff is responsible for the planning, development, deployment of *RecoveryTrac*™ applications supporting the delivery of professional services for our clients.

Jeff has led the development and support of Tetra Tech's *RecoveryTrac*™ suite of applications most notably the Automated Debris Management System (ADMS). Validated by the USACE on both 2015 and 2023, it is the preferred provider by the USACE debris contractors, providing ADMS services to 7 of 8 USACE districts globally. *RecoveryTrac*™ ADMS flexibility and GIS capabilities provide best-in-class reporting and analysis tools. Additionally, *RecoveryTrac*™ ADMS technology web-based data feeds enable direct integration into client GIS and emergency management systems.

RELEVANT EXPERIENCE

Senior Management Team | Technology Solutions for Debris Removal Monitoring, Grant Management, Case Management and Logistics

Responsible for the technology solutions used to deliver professional services projects to Tetra Tech's Clients, Jeff is responsible for the planning, development, and customization of the *RecoveryTrac*™ software suite of applications. The *RecoveryTrac*™ suite includes Grant Management, Case Management, Debris Removal ADMS, Time Tracking, Logistics/Sheltering and Fleet Management/Tracking. He works closely with delivery teams and management to ensure the software meets and exceeds regulatory and statutory requirements for disaster related reimbursement programs. He has directly managed projects and/or software solutions under the FEMA Public Assistance, HUD CDBG-DR, Department of the Treasury ERAP, and several State and Local Logistics and Sheltering programs.

Notable recent key projects include the following:

- Tetra Tech's *RecoveryTrac*™ suite's SOC2 Certification (2023-2024)
- State and Local Sheltering and Logistic Tracking Programs (2022-2024)
- State and Local Emergency Rental Assistance Program (2022 – 2023)
- Puerto Rico Department of Housing | Environmental Reviews (2019 – 2022)

Key Staff's Availability to Respond

Clients count on us to respond in their time of need, and we have never failed to deliver. Our ability to respond rapidly is accelerated by utilizing the following:

- **Incident Command System (ICS) Structure:** Our projects are operated under the ICS structure and have a proven track record of meeting even the most challenging staffing level requirements. ICS allows the Tetra Tech project team to scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects.
- **Ability to Hire Rapidly:** Tetra Tech's immediate response staffing plan utilizes our vast network of disaster recovery professionals, including full-time employees, reserve staff from the Tetra Tech Disaster Recovery Unit, and local hires. Our staffing process has rapidly mobilized project teams for major disaster recovery projects nationwide. We prioritize deploying local staff, which benefits the local post-disaster economy and reduces mobilization and transportation costs. In addition to maintaining an extensive field staff database, Tetra Tech can deploy our Field Human Resources (HR) Hiring Center, which is designed to be quickly mobilized, transported, and set up to allow near immediate response for field staffing needs. The number of trained HR representatives can scale up to 20 at a moment's notice, with the ability to hire 200+ staff per day. Under this process, local teams can be hired, trained, and deployed within 24 hours.
- **Depth of Resources:** Tetra Tech maintains a fully stocked warehouse located in Orlando, Florida with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. We also have dedicated logistics staff that manages resources and supplies and can have a fully functioning field office in a matter of days, and often several simultaneous offices at once. Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.

Scalability

Our scalable disaster recovery operations are staffed by a deep bench of experienced disaster recovery professionals that includes:

9	88	82	155	35
Project Principals	Project Managers	Operations Managers	Field Supervisors	Project Coordinators

This core team provides management and oversight to our disaster response and recovery operations. They are seasoned experts in their field, with experience managing disaster recovery projects in response to hurricanes, floods, tornadoes, fires, ice storms, and straight-line wind events in 20 states and simultaneous activations in nine states.

While the Tetra Tech senior management team has worked together for more than 15 years, the firm also frequently welcomes new talent to meet client needs. Positions will be filled using Tetra Tech's vast network of disaster recovery professionals, including full-time employees and local hires.

Rapid Response Methodology

In many cases, we respond rapidly within 24 hours of receiving notice-to-proceed and fully staff projects within 7 days. Our staffing process has rapidly mobilized project teams for major disaster recovery projects nationwide, leveraging both our in-house and on-call staff with demonstrated disaster response training and experience. We prioritize deploying local staff to the maximum extent practical, which not only benefits the local economy but also reduces mobilization and transportation costs. **Our team has successfully deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.**

In addition to maintaining an extensive debris management and community outreach staff database, Tetra Tech can deploy our Field Human Resources (HR) Hiring Center which is designed to be quickly mobilized to allow near immediate response for staffing needs. In fact, in most cases, Hiring Centers are ready in less than 72 hours from the notice to proceed. The number of trained HR representatives can scale up to 20 at a moment's notice – allowing Tetra Tech to **hire 200+ staff per day**. Under this process, local teams can be hired, trained, and deployed quickly.

Local hires in 24 hours.

Tetra Tech can hire, train, and deploy local teams within 24 hours. Our onboarding procedures are designed for rapid mobilization, thorough training, and near-immediate execution of work.

Tetra Tech monitors the project work plan to meet the needs of the project throughout the engagement, including fluctuations in staffing needs. As the work volume decreases after the initial surge upon program launch, we typically reduce staffing levels accordingly. Our utmost priority is to balance workload and customer service – providing the proper amount of field staff to maintain pace with activity in the workflow.

Typically, during the program demobilization process, Tetra Tech works with each employee to determine the next step in their professional journey – very frequently another project with our team. Many of our current project management staff members began their career with Tetra Tech as locally hired staff and have grown with us into national senior leadership positions.

The exhibit below lists our proposed key staff and their availability in the event of an activation. In addition to our field staff being 100% dedicated to the County, our senior management team is also available as needed when issues arise.

Key Personnel Availability

Name	Availability
Regional Operations Director, Tommy Webster	As needed
Principal in Charge, Sommer Parish	As needed
Project Manager, Edward Greene	100%
Operations Manager, Jaezy Dieguez	100%
Field Supervisor, Rika Nagatomo	100%
Lead Data Manager, Ricardo Bosques	Lead Data Manager
Project Coordinator, Macy Moore	100%
GIS Analyst, Jeff Dickerson	As needed

Tetra Tech handles the biggest, most complex debris missions. Others simply can't manage the scale.

With over 20 established Florida offices and a dedicated disaster recovery headquarters located within a short drive of Polk County, our team can mobilize quickly without delays associated with long-distance travel or logistics. This proximity allows us to support Polk County with on-the-ground leadership, local knowledge, and consistent availability throughout the duration of an event.



Subcontractors

Tetra Tech seeks opportunities to work with small, women-owned, minority-owned, and disadvantaged business enterprises (DBE) where specific and individual capabilities complement our own for the benefit of the successful completion of a project.

While Tetra Tech is a large, multi-national firm with sufficient resources to complete most any project, we are committed to upholding the requirements for contracting with local businesses and small, minority-owned, and/or women-owned businesses included within 2 CFR 200.321 and within the County's RFP.

As evidence of the Tetra Tech Disaster Recovery division's commitment to local and minority participation in our projects, in February 2019, Tetra Tech received the City of Houston Goods and Services Prime Contractor of the Year Award at the 6th Annual Champions of Diversity Awards Ceremony. Tetra Tech is honored to be selected for such award, and it demonstrates our commitment to work with minority, women, small, and disadvantaged business enterprises.



Tetra Tech receiving the City of Houston Goods and Services Prime Contractor of the Year Award at the 6th Annual Champions of Diversity Awards Ceremony.

Most recently, Tetra Tech Tetra Tech received the 2022 Dwight D. Eisenhower Award for Excellence in the Services Category for our effective small business subcontracting programs. The award recognizes large U.S. prime contractors that have excelled with their small business subcontracting programs by creating optimal opportunities for use of small businesses in all socioeconomic categories. The award was presented during the U.S. Small Business Administration's (SBA) National Small Business Week's virtual award ceremony on May 5, 2022.

Tetra Tech does not discriminate on the basis of social and economic disadvantage, race, color, sex, gender, disability, or national origin. **While Tetra Tech would certainly be open and willing to discuss with the County any local or minority firms that they would like to see involved in a project or recovery effort, given the anticipated scope of work and Tetra Tech's capabilities, Tetra Tech does not anticipate the solicitation of subcontractors for this project. On the following pages, Tetra Tech has provided evidence of Good Faith Efforts along with the reasonable steps for appropriate participation for eligible minority firms.**

Scan the QR code to the right or click here to view Tetra Tech's 2020 More Business for Your Business webinar for the Harris County and Houston, Texas area.

Outlook

Request for Bid re: Polk County, FL RFP 26-012 for Disaster Debris Monitoring Services

From Menendez, Victoria <VICTORIA.MENENDEZ@tetratech.com>

Date Tue 12/9/2025 8:30 AM

To TDR Contracts <tdr.contracts@tetratech.com>

Bcc MBELL@1STCHOICEGOV.COM <MBELL@1STCHOICEGOV.COM>; CERTS@AASERVICES.CO <CERTS@AASERVICES.CO>; HUFF.T@ASCS1.COM <HUFF.T@ASCS1.COM>; VIREN@ACESTAFFING.COM <VIREN@ACESTAFFING.COM>; NISHA@ANIKINTL.COM <NISHA@ANIKINTL.COM>; EMPLOYMENT@BRICKELLPERSONNEL.COM <EMPLOYMENT@BRICKELLPERSONNEL.COM>; DARRELL@CHANDLERCAMPBELLE.COM <DARRELL@CHANDLERCAMPBELLE.COM>; CLAX@CLAXGROUP.COM <CLAX@CLAXGROUP.COM>; DRODRIGUEZ@COMPEDGELLC.COM <DRODRIGUEZ@COMPEDGELLC.COM>; DTHOMAS@DANDRINNOVATIVESOLUTIONS.COM <DTHOMAS@DANDRINNOVATIVESOLUTIONS.COM>; DMWIGGINS@DOCUMENTMANAGERS.US <DMWIGGINS@DOCUMENTMANAGERS.US>; MARK@EPPSPUBLICSTRATEGIES.COM <MARK@EPPSPUBLICSTRATEGIES.COM>; SRGUTTI@ESSNOVA.COM <SRGUTTI@ESSNOVA.COM>; LILLIAN.SANTIAGO@FINTRUSTCONNECT.COM <LILLIAN.SANTIAGO@FINTRUSTCONNECT.COM>; WAYNE@GREENARROWSTAFFING.COM <WAYNE@GREENARROWSTAFFING.COM>; BCLIFTON@IMAGESTAFFINGKC.COM <BCLIFTON@IMAGESTAFFINGKC.COM>; SSCHERFEL@ISGWORK.COM <SSCHERFEL@ISGWORK.COM>; JW@ISLANDSEARCHGROUP.COM <JW@ISLANDSEARCHGROUP.COM>; LASHONDRA@JLMTALENT.COM <LASHONDRA@JLMTALENT.COM>; AKWASI@LEGACYPROFESSIONALSOLUTIONS.COM <AKWASI@LEGACYPROFESSIONALSOLUTIONS.COM>

2 attachments (386 KB)

SCOPE_Polk County, FL-RFP-26-012 Disaster Debris Monitoring Services.pdf; Standard Subcontract Ts&Cs.pdf;

Good Morning:

Tetra Tech, Inc. (Tetra Tech) is currently working on preparing a proposal in response to the Polk County, Florida RFP 26-012 for Disaster Debris Monitoring Services. Tetra Tech officially invites you to provide a Statement of Qualifications for services relevant to your organization, as described in the attached RFP scope.

The specific requirements for these services can be found in the attached file.

This solicitation does not commit Tetra Tech or Polk County, Florida to pay any costs incurred in the preparation and submission of an offer in any form, or to subcontract for said services or supplies. This is not a commitment to team or subcontract with any firms for said services at this time. The purpose of this request is to pre-qualify potential firms and assess our approach moving forward. It is also brought to each offeror's attention that the Tetra Tech procurement representative or designee is the only individual who can commit Tetra Tech into expenditure of funds in connection with any subcontract resulting from this solicitation.

If you intend to respond to this invitation to bid, the following instructions are required:

1. Please submit a brief company overview and any past history/experience with Polk County, Florida.
2. Please submit resumes for the key positions that apply to your company's service capabilities -- see the RFP's scope for Staffing Requirements and the description of the key personnel and required qualifications.
3. If your company is DBE, WBE, MBE, etc. please provide relevant vendor identification number(s) and certificates.

4. CAREFULLY review the Terms and Conditions contained in the entirety of the RFP's scope and Tetra Tech's General Conditions (Example attached) which would be incorporated into any subcontract/master agreement or purchase order awarded as a result of the solicitation. Tetra Tech will require you to adhere to the terms and conditions described therein, in addition to entering into a standard Teaming Agreement during the submission of proposal and award period.

If you are interested in submitting a proposal, it would be helpful for you to please provide your Key Personnel References and Statement of Qualifications as soon as possible!

All bids must be received no later than December 24, 2025 at 5:00 PM EST, though earlier responses are encouraged and appreciated

Offeror must e-mail its proposal submission to:

TDR.Contracts@tetratech.com

For your bid to be considered, please send it ONLY to the above email address and include the following subject line in your email submission

"YOUR COMPANY NAME – Bid Submission re: Polk County, FL RFP 26-012 for Disaster Debris Monitoring Services"

Award of a Subcontractor/Master Agreement as a result of this solicitation is governed by the terms and conditions of an executed teaming agreement with Tetra Tech and is contingent upon Tetra Tech award of a contract by Polk County, Florida. Tetra Tech may or may not issue Subcontracts/Master Agreements as a result of this solicitation.

Offeror agrees and acknowledges that any subcontract awarded shall contain Tetra Tech terms, insurance requirements, health and safety requirements, and any applicable flow-down provision of Tetra Tech's prime contract with Polk County, Florida.

Questions regarding this solicitation shall be directed to (TDR.Contracts@tetratech.com).

Tetra Tech, Inc. | *Leading with Science®* | Tetra Tech Disaster Recovery

TETRA TECH

Additional Resources

Tetra Tech has provided additional information on resources and capabilities below.

Equipment

Tetra Tech maintains a warehouse located in Orlando with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. **Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.** The Exhibit lists available equipment and facilities readily available upon activation.

Resource List

Resource	Quantity Available
ADMS Handheld Units	6,000
Time and Materials Forms	5,000
Truck Certification Forms	70,000
ADMS Ticket Stubs	3,600,000
Haul Out Ticket Stubs	600,000
Placards	11,000
	Kits
Project Manager Kits (1 Per 100 Monitors)	200
Project Coordinator Kits (1 Per 100 Monitors)	200
Human Resources Kits (1 Per 100 Monitors)	120
Collection Monitor Kits (1 Per 25 Monitors)	550
Disposal Monitor Kits (1 Kit Per Disposal Site)	330
Leaner/Hanger/Stump Kits (1 Per 50 Monitors)	280
	Equipment**
Laptops	700
Mifi (Mobile Wireless)	90
High Speed Scanners	70
Printers	145
Mobile Command Office	2
Fuel Trucks	To Be Obtained from Pre-Contracted Vendor
Modular Work Locations	To Be Obtained from Pre-Contracted Vendor
Generators	To Be Obtained from Pre-Contracted Vendor
Portable Facilities	**To Be Obtained from Pre-Contracted Vendor**

**All field documents are replenished as they are needed. Tetra Tech has several emergency vendors with the ability to supplement as required.*

*** ADMS units are readily available and can be ordered as needed on a 24-hour turnaround.*

Deep Bench of Experts

Our core project team is backed by a robust bench of specialists in federal grant policy, environmental compliance, engineering, GIS modeling, risk assessment, and cost estimation. These experts are available for targeted assignments, technical reviews, or surge support, ensuring the County receives responsive service tailored to each task.

Tetra Tech's strength lies in our ability to act locally with the responsiveness of a small team, while bringing to bear national expertise and resources that ensure quality, compliance, and continuity. We are ready to begin work immediately and to scale as needed to support both the County's immediate priorities and its longer-term recovery goals.

Exhibit 2. Tetra Tech Personnel Available by Discipline

Technical Disciplines	# of Employees	Technical Disciplines	# of Employees
Civil Engineers	2,399	Environmental Scientists	1,100
Mechanical Engineers	788	Biologists	661
Structural Engineers	240	Ecologists	219
Hydraulic Engineers	348	Hydrologists	227
Water Resources Engineers	472	Geologists	443
Environmental Engineers	843	Oceanographers	32
Foundation/Geotechnical Engineers	488	Land Surveyors	172
Soils Engineers	350	Hydrographic Surveyors	43
Cost Engineers/Estimators	240	Architects	679
Value Engineers	109	Landscape Architects	51
Economists	30	CADD Technicians	522
Technicians/Analysts	7,767	GIS Specialist	83

Tetra Tech maintains the flexibility to scale project teams by drawing on a trusted network of local and regional partners. We can bring in qualified subcontractors or consultants with local knowledge, community relationships, and technical expertise to support specific project areas or short-term surge needs when needed.

TETRA TECH SETS THE STANDARD.



No firm has responded to more disaster events with more personnel in a shorter amount of time than Tetra Tech. Our experience with large-scale debris monitoring contracts and PPDR programs allows us to **customize solutions that address Polk County unique needs.** Whether managing right-of-way collection, private property debris, or hazardous tree removal, Tetra Tech has the expertise to execute complex projects efficiently and effectively.

Tab 4: Compensation Schedule

Tetra Tech strives to provide our clients with quality services at reasonable, competitive hourly rates. We know that our clients will seek state and federal reimbursement for our debris monitoring services and as such we are cognizant that our hourly rates and fees for services provided must be fair and reasonable. Tetra Tech has included the Hourly Rates on Attachment B: Compensation Schedule on the following page.

ADDENDUM #6, REVISED ATTACHMENT "B"
COMPENSATION SCHEDULE

Hourly Labor Rates for Disaster Debris Monitoring Services
CONTRACTOR will be compensated on the actual hours of services furnished multiplied by the rates listed in Table 1 below.

Table 1: Hourly Labor Rates

Labor Category	Hourly Billing Rate
Principal -In-Charge	$ 79.00
Project Manager	$ 79.00
Deputy Project Manager	$ 59.00
Operations Manager	$ 69.00
Field Supervisor	$ 52.00
GIS Operator	$ 45.00
Disposal Site Monitor	$ 38.75
Collection Monitor	$ 38.75
Citizen Drop-off Site Monitor	$ 38.75
Billing/Invoicing/Data Manager	$ 58.00
Load Ticket Data Entry Clerk	$ 1.00
Project Coordinator	$ 42.00
GRAND TOTAL	$ 600.25

In accordance with 2 CFR 200 Subpart E, Hourly labor rates shall be direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, travel (mileage, lodging, per diem, etc.), and profit.

Reimbursable costs are allowed if pre-approved by the County. These costs are limited to office equipment/supplies, office space, cameras, GPS equipment, safety equipment and any other items requested by the County that is not part of the normal work function.

Subcontractor services will be reimbursed at actual costs.

***For items not listed, the County will only pay FEMA approved rates**
**Hourly rates cannot exceed FEMA approved rates

Tab 5: Surveys of Past Performance

Provided on the following page, Tetra Tech has included the Surveys of Past Performance from clients.

Survey Questionnaire – Polk County

RFP 26-012, Disaster Debris Monitoring Services

To: Karly Greene (Name of Person completing survey)

Charlotte County, Florida (Name of Client Company/Consultant)

Phone Number: 941-740-3372 Email: karly.greene@charlottecountyfl.gov

Subject: Past Performance Survey of Similar work:

Project name: Hurricane Helene and Milton

Name of Vendor being surveyed: Tetra Tech, Inc.

Cost of Services: Original Cost: $804,413.50 Ending Cost: $519,442.85

Contract Start Date: October 2024 Contract End Date: April 2025

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Karly Greene

Signature of Evaluator: Karly Greene

Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County

RFP 26-012, Disaster Debris Monitoring Services

To: Vanessa Caporale (Name of Person completing survey)

Collier County, Florida (Name of Client Company/Consultant)

Phone Number: 239-253-3423 Email: vanessa.caporale@colliercountyfl.gov

Subject: Past Performance Survey of Similar work:

Project name: Hurricane Milton

Name of Vendor being surveyed: Tetra Tech, Inc.

Cost of Services: Original Cost: $500,000 Ending Cost: $197,587.50

Contract Start Date: October 2024 Contract End Date: November 2024

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Vanessa Caporale

Signature of Evaluator: VANESSA CAPORALE

Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County

RFP 26-012, Disaster Debris Monitoring Services

To: Ashley Mickler (Name of Person completing survey)

St. Johns County, Florida (Name of Client Company/Consultant)

Phone Number: 904-827-6980 Email: amickler@sjcfl.us

Subject: Past Performance Survey of Similar work:

Project name: Hurricane Milton

Name of Vendor being surveyed: Tetra Tech, Inc.

Cost of Services: Original Cost: $100,000 Ending Cost: $127,782.06

Contract Start Date: October 2024 Contract End Date: November 2024

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Ashley Mickler

Signature of Evaluator: Ashley Mickler

Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County

RFP 26-012, Disaster Debris Monitoring Services

To: Paul Matthews (Name of Person completing survey)

Aiken County, South Carolina (Name of Client Company/Consultant)

Phone Number: 803.642.1623 Email: pmatthews@aikencountysc.gov

Subject: Past Performance Survey of Similar work:

Project name: Hurricane Helene

Name of Vendor being surveyed: Tetra Tech, Inc.

Cost of Services: Original Cost: $1,506,560 Ending Cost: $1,420,041

Contract Start Date: October 2024 Contract End Date: February 2025

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator: PAUL MATTHEWS

Signature of Evaluator:

Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County

RFP 26-012, Disaster Debris Monitoring Services

To: David Derrick (Name of Person completing survey)

City of Greenville, South Carolina (Name of Client Company/Consultant)

Phone Number: 864-467-4335 Email: dderick@greenvillesc.gov

Subject: Past Performance Survey of Similar work:

Project name: Hurricane Helene

Name of Vendor being surveyed: Tetra Tech, Inc.

Cost of Services: Original Cost: $1,384,726 Ending Cost: $571,727

Contract Start Date: September 2024 Contract End Date: April 2025

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator DAVID DERRICK

Signature of Evaluator: D Derrick

Please fax or email the completed survey to: _____

EXHIBIT B - Tetra Tech, Inc.

COMPENSATION SCHEDULE

Hourly Labor Rates for Disaster Debris Monitoring Services

CONTRACTOR will be compensated on the actual hours of services furnished multiplied by the rates listed in Table 1 below.

Table 1: Hourly Labor Rates

Labor Category	Hourly Billing Rate
Principal -In-Charge	$ 70.00
Project Manager	$ 70.00
Deputy Project Manager	$ 59.00
Operations Manager	$ 69.00
Field Supervisor	$ 52.00
GIS Operator	$ 45.00
Disposal Site Monitor	$ 38.75
Collection Monitor	$ 38.75
Citizen Drop-off Site Monitor	$ 38.75
Billing/Invoicing/Data Manager	$ 58.00
Load Ticket Data Entry Clerk	$ 1.00
Project Coordinator	$ 42.00
GRAND TOTAL	$ 582.25

In accordance with 2 CFR 200 Subpart E, Hourly labor rates shall be direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, travel (mileage, lodging, per diem, etc.), and profit.

Reimbursable costs are allowed if pre-approved by the County. These costs are limited to office equipment/supplies, office space, cameras, GPS equipment, safety equipment and any other items requested by the County that is not part of the normal work function.

Subcontractor services will be reimbursed at actual costs.

***For items not listed, the County will only pay FEMA approved rates**

**Equipment rates cannot exceed FEMA approved rates

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.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs

EXHIBIT D

EVENT PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____ as Surety, located at _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of _____Dollars ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain Disaster Debris Monitoring Services Agreement #_____ (the "Agreement") dated _____ between Principal and Obligee for performance of debris monitoring at any County location arising from damage caused by _____, at the times and in the manner prescribed in the Agreement; and

Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Agreement; and

Performs the guarantee of all work and materials furnished under the Agreement for the time specified therein; and

Satisfies all claims and demands incurred under the Agreement, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Agreement during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Agreement granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Agreement as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Agreement and compliance or non-compliance with any formalities connected with the Agreement or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

ATTEST:

PRINCIPAL: _____

BY: _____ (Authorized Signature (Principal)

Printed Name: _____

Title of Person Signing Above: _____

Witness: _____

Witness: _____

ATTEST:

SURETY: _____

Attorney in Fact

Printed Name: _____

Business Address: _____

Witness: _____

Witness: _____

NOTE: Date of the Performance Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

Jay M. Jarvis, P.E.
Director

3000 Sheffield Road
Winter Haven, FL 33880

POLK COUNTY

Board of County Commissioners

PHONE: 863-535-2200
FAX: 863-534-7339
www.polkfl.gov

ROADS & DRAINAGE DIVISION

EXHIBIT E

Date: _____
Company Name: _____
Address: _____
Project Manager: _____

Subject: Conditional Notice to Proceed for Disaster Debris Monitoring Services Agreement #_____

This letter serves as Roads and Drainage's Conditional Notice to Proceed (CNTP) to begin the mobilization process to commence work relative to the above referenced Agreement. This CNTP is limited to the scope of work for storm _____ in accordance with the Agreement and further detailed below:

A performance bond in the amount of $_____ meeting the contract requirements should be emailed to Tabatha Shirah, Sr. Procurement Analyst at tabathashirah@polkfl.gov before the work starts. The original performance bond should be delivered within seven (7) business days from the date above to Polk County Procurement, 330 West Church Street, Room 150, Bartow, Florida 33830, Attn: Tabatha Shirah (863) 534-5935. Please attach a copy to this Notice.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below.

Cordially,

Roads and Drainage _____
(Authorized signature, tile, and date)

I acknowledge receipt of this Notice on:_____(date)

Name of the Authorized Company Representative: _____

Authorized Signature: _____

DISASTER DEBRIS MONITORING SERVICES AGREEMENT (TERTIARY)

THIS DISASTER DEBRIS MONITORING SERVICES AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, 330 W. Church Street, Bartow, Florida, 33830, and Thompson Consulting Services, LLC (the "Contractor"), a Delaware Limited Liability Company, whose principal address is 2601 Maitland Center Pkwy, Maitland, FL 32751, and whose Federal Employer Identification Number is 45-2015453.

WHEREAS, the Contractor has considerable expertise in disaster debris monitoring services; and

WHEREAS, the County desires to retain the services of a competent and qualified Contractor to provide disaster debris monitoring services; and

WHEREAS, the County has solicited for these Contractor services via an advertised request for proposals ("RFP 26-012") and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the County intends to engage the Contractor to provide it the disaster debris monitoring services; and

WHEREAS, the Contractor remains agreeable to providing the County the Contractor services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Contractor hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the Chairman, Board of County Commissioners.

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date, unless otherwise sooner terminated as provided herein.

2.0 Contractor Services

2.1 The County does hereby retain the Contractor to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request for Proposals RFP #26-012 to include all attachments and addenda, and (ii) the Contractor's responsive proposal thereto (collectively, (i) and (ii) are "RFP 26-012"), all of which are

incorporated into this Agreement by this reference. A complete copy of the Scope of Services section of RFP 26-012 and the Contractor's responsive proposal is attached as a composite **Exhibit "A"** and made a part of this Agreement.

2.2 Contractor shall perform the services described in the Scope of Services section of RFP 26-012, as those Services may be further specifically designated and authorized by the County in a separate written Notice to Proceed the County will deliver to the Contractor prior to the Contractor's commencement of the Services required in association with the County's clean-up and recovery from a particular disaster or emergency event. The form for the Conditional-Notice-to-Proceed shall be substantially in the form provided on **Exhibit "E"** which is attached hereto and made a part of this Agreement.

2.3 The County will contact and coordinate with the Contractor prior to issuing a Notice to Proceed for a disaster or emergency event. The Contractor will provide the name(s) of the supervisor(s)\liaison officer who will be primarily responsible for the Contractor providing the required Services. Additionally, before the Notice-To-Proceed is issued the Contractor will deliver to the County a performance bond in the form provided on **Exhibit "D"** which is attached hereto and made a part hereof in an amount to be reasonably determined by the County but which will not be less than $500,000.00. The actual bond amount will be determined based upon the estimated costs of the Services required as a consequence of the particular disaster or emergency event.

2.4 Contractor acknowledges that the County has engaged a primary vendor and may engage a secondary vendor to provide the Services described in RFP 26-012 should the County determine in its sole and absolute discretion that the Contractor may, is or will be unable to perform the full scope of work of a particular project within the time period the County requires all such work to be completed.

3.0 Compensation

3.1 General

3.1.1 In consideration for its providing the Services, during the Agreement Term the County shall pay the Contractor a fee that shall not exceed the amounts stated in **Exhibit "B"**, which is attached hereto and made a part of this Agreement. The Compensation Schedule identifies all job classifications of those who may perform billable services pursuant to this Agreement and the associated amount the County will pay the Contractor for Services performed by those in each job classification. The County is not obligated to pay the Contractor

a fee for any work performed or Services provided by personnel whose job classifications are not listed on the Compensation Schedule. The hourly rates for labor may be increased by the Procurement Director following the one-year anniversary of the Effective Date, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director but in no event shall the hourly labor rates exceed those approved by the Federal Emergency Management Agency ("FEMA") for any given year. No Board action will be necessary for labor rate increases

3.1.2 All the Contractor's invoices for payment must reference this Agreement and must be submitted using a form approved by the County Auditor.

3.1.3 The Contractor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Roads and Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880

3.1.4 The Contractor will clearly state "Final Invoice" on the Contractor's final/last billing for the Services rendered to the County. The Contractor'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 Contractor hereby waives any charges not properly included on its Final Invoice.

3.1.5 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Contractor's performance of the Service or the County's acceptance of any work.

3.1.6 All Contractor's invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional supporting documents may be requested by the County and, if so requested, shall be furnished by the Contractor to the County Auditor's satisfaction.

3.1.7 The Contractor's project manager or designated payroll officer is attesting to the correctness and accuracy of all charges and requested reimbursements stated in each invoice.

3.1.8 The Contractor's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's

Reimbursable Schedule that is attached as **Exhibit "C"** and made a part of this Agreement. The Contractor's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. To qualify for reimbursement, the Contractor's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

4.0 Contractor's Responsibilities

4.1 The Contractor shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Contractor's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Contractor's performance or nonperformance of this Agreement. The Contractor shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Contractor's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Contractor's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Contractor for such instruments or documents.

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Contractor to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Contractor. Upon receipt of such notice, the Contractor shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Contractor shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Contractor shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subcontractors

If the Contractor requires the assistance of any professional associates or subcontractors in connection with its providing the Services, the Contractor must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Contractor utilizes any professional associates or subcontractors in the delivery of the Services then the Contractor shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Contractor shall not relieve the Contractor of its obligations to the County under this Agreement.

10.0 Indemnification of County

Contractor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited to, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Contractor to comply with applicable laws, rules or regulations, (ii) the breach by Contractor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Contractor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates, subcontractors, agents, and employees; provided, however, that Contractor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The provisions of this Section 10.0 shall survive the expiration or earlier termination of this Agreement.

11.0 Insurance Requirements

The Contractor 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 Contractor 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 Contractor'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 Contractor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Contractor suspend Contractor's performance of the Services for cause until there is full compliance.

Alternatively, the County may purchase such insurance at the Contractor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Contractor 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 Contractor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Pollution Liability Insurance: $1,000,000 including pollution due to automobile operations.

Employer's Liability. $1,000,000.

12.0 Public Entity Crimes

The Contractor understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Contractor.

13.0 Non-Discrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 Designation of Party Representatives

14.1 Upon receipt of a request from the Contractor, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Contractor shall designate or appoint one or more Contractor representatives who are authorized to act on behalf of and to bind the Contractor regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 Independent Contractor

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Contractor shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Contractor shall have no right to speak for or bind the County in any manner.

18.0 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 LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMCO@POLKFL.GOV

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

21.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Polk County Roads & Drainage Division
3000 Sheffield Road
Winter Haven, Florida 33880

For Contractor: Thompson Consulting Services, LLC
2601 Maitland Center Pkwy
Maitland, FL 32751

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or

provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Contractor acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Contractor under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Unauthorized Alien(s)

The Contractor 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 Contractor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

25.0 Contractor Representations

25.1 The Contractor hereby represents and warrants the following to the County:

25.1.1 Contractor is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Contractor has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Contractor shall, at no additional cost to the County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Contractor is authorized to do so.

26.0 Default and Remedy

A. Process. If the Contractor materially defaults in the timely performance of any Contract obligation, including any changes, modifications, changes in scope issued thereunder, or if the Contractor is otherwise in material default of the Contract, including, without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call the Performance Bond and Payment Bond, and engage other contractors or providers at the Contractor's sole cost and expense to provide those unperformed or deficient Contract obligations of the Contractor; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Contractor pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Contractor, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of FEMA Public Assistance funding caused, directly or indirectly, by the Contractor's default. Upon any such termination pursuant to this Section, the County shall pay the Contractor the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Contractor shall cease.

B. Certain Material Defaults. Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either County or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Contractor shall notify the County if any of the Contractor's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Contractor shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Contractor shall remove without consequence to the County any of the Vendor's contractors, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform

the Services. The County shall have the right to reject the Contractor's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Jon Hoyle

Name: Simon Carlyle

Name: Oliver Yao

Name: Edward LeBlanc

Name: Daniel Gardner

Name: Nicole Lehman

Name: Patrick Gardner

Name: Jonathan Clark

Name: Paul Lehman

Name: Tomas Ortiz

Name: Erik Nobs

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Contractor hereby certifies to the County that the Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is 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, 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 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 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 Contractor hereby acknowledges that it 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.

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 Contractor 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 Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Contractor 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 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 Agreement are greater than or equal to One Million Dollars ($1,000,000).

33. No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

34. Federal Provisions

The Supplemental Conditions – Federal Clauses set forth in the RFP 26-012, attached as **Exhibit A,** are hereby fully incorporated by this specific reference, as if set forth in the body of this Agreement.

35. Breach During Emergency Recovery Period.

Pursuant to §252.505, Fla. Stat., in the event this Agreement concerns goods or services related to a natural emergency, Vendor agrees that if Vendor breaches this Agreement during the Emergency Recovery Period, then the County shall be entitled to (a) a payment of $5000, and (b) recovery of damages, which may take the form of actual and consequential damages or liquidated damages. The term "Emergency Recovery Period" means a one-year period that begins on the date the Governor of Florida initially declared a state of emergency for a natural emergency. This provision shall survive the termination of this Agreement

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES SIGNATURES.)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Martha Santiago, Ed., D, Chair
Board of County Commissioners

Date Signed By Chair_____

Reviewed as to form and legal sufficiency:

_____ 6/1/2026
County Attorney's Office Date

ATTEST:

Thompson Consulting Services, LLC
a Delaware limited liability company

By: Lydia Pena

Lydia Pena
PRINT NAME

Accounting Coordinator
TITLE

By: _____

Jon Hoyle
PRINT NAME

President
TITLE

Date: 6/3/2026

SEAL

LYDIA PENA
Notary Public - State of Florida
Commission # HH 401820
My Comm. Expires May 23, 2027
Bonded through National Notary Assn.

THOMPSON CONSULTING SERVICES, LLC
Delaware
2011
SEAL
LIMITED LIABILITY COMPANY

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF FLORIDA County OF ORANGE

The foregoing instruments was acknowledged before me by means of [X] physical presence or [ ] online notarization this 6/3/2026 (Date) by Jon Hoyle (Name of officer or agent) as President (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and [X] is personally known to me or [ ] has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 6/3/2026 (Date)

Lydia Pena (Official Notary Signature and Notary Seal)

Lydia Pena (Name of Notary typed, printed or stamped)

Commission Number HH 401820 Commission Expiration Date May 23, 2027

LYDIA PENA
Notary Public - State of Florida
Commission # HH 401820
My Comm. Expires May 23, 2027
Bonded through National Notary Assn.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 26-012

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: Thompson Consulting Services, LLC
Signature: _____
Title: President
Date: 6/3/2026
State of: FLORIDA
County of: ORANGE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 3rd day of June, 2026, by Jon Hoyle (*name*) as President (*title of officer*) of Thompson Consulting Services, LLC (*entity name*), on behalf of the company, who [X] is personally known to me or [ ] has produced _____ as identification.

Notary Public Signature: Lydia Pena
Printed Name of Notary Public: Lydia Pena
Notary Commission Number and Expiration: May 23, 2027
(AFFIX NOTARY SEAL)

LYDIA PENA
Notary Public - State of Florida
Commission # HH 401820
My Comm. Expires May 23, 2027
Bonded through National Notary Assn.

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 26-012

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 3rd day of June, 2026

ATTEST: **CONTRACTOR:**

By: Lydia Pena By: [signature]

Printed Name: Lydia Pena Printed Name: Jon Hoyle

Its: Accounting Coordinator Its: President

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 Jon Hoyle, President (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Thompson Consulting Services, LLC
NONGOVERNMENTAL ENTITY

SIGNATURE

Jon Hoyle
PRINT NAME

President
TITLE

6/3/2026
DATE



Detail by Entity Name

Foreign Limited Liability Company
THOMPSON CONSULTING SERVICES, LLC

Cross Reference Name

THOMPSON CONSULTING SERVICES, LLC

Filing Information

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Event Effective Date	NONE

Principal Address

2601 Maitland Center Pkwy
Maitland, FL 32751

Changed: 04/19/2021

Mailing Address

2601 Maitland Center Pkwy
Maitland, FL 32751

Changed: 04/19/2021

Registered Agent Name & Address

VCORP SERVICES, LLC
1200 S PINE ISLAND ROAD
PLANTATION, FL 33324

Address Changed: 01/20/2022

Authorized Person(s) Detail

Name & Address

Title Manager

COUNSELL, NATHANIEL
2601 Maitland Center Parkway
Maitland, FL 32751

Title Manager

HOYLE, JON
2601 Maitland Center Parkway
Maitland, FL 32751

Title Manager

MANNING, MICHAEL
2970 COTTAGE HILL ROAD
Suite 190
MOBILE, AL 36606

Title Manager

BAKER, JOHN, III
2970 COTTAGE HILL ROAD
Suite 190
MOBILE, AL 36606

Title Manager

BROWN, CHAD
2970 Cottage Hill Road
Suite 190
Mobile, AL 36606

Annual Reports

Report Year	Filed Date
2024	05/01/2024
2025	04/29/2025
2026	04/27/2026

Document Images

04/27/2026 -- ANNUAL REPORT	View image in PDF format
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06/09/2014 -- ANNUAL REPORT	View image in PDF format
04/10/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2012 -- Dropping Alternate Name	View image in PDF format
05/05/2011 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations

Exhibit Ai

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from vendors that are interested in providing debris monitoring services as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 26-012, Disaster Debris Monitoring Services

Description: Provide disaster debris removal monitoring and other related services resulting from, but not limited to, catastrophic events such as tornadoes and hurricanes.

Receiving Period: Prior to 2:00 p.m., Wednesday, December 31, 2025

Bid Opening: Wednesday, December 31, 2025, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Special Instructions

Questions regarding this RFP must be in writing and must be sent to Ken Brush Procurement Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. All questions must be received by Monday, December 15, 2025, 4:00 p.m.

RFP REGISTRATION

You must register using this form to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 26-012

RFP Title: Disaster Debris Monitoring Services

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a "sealed" parcel or electronically through Polk County's secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled "RFP #26-012, Disaster Debris Monitoring Services" and marked with the proposer's name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division

330 West Church Street, Room 150

Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	26-012
RFP Title	Disaster Debris Monitoring Services
Due Date/Time:	December 31, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email kenbrush@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 26-012 Tab 1"

"RFP 26-012 Tab 2"

"RFP 26-012 Tab 3"

"RFP 26-012 Tab 4"

"RFP 26-012 Tab 5"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 26-012
Disaster Debris Monitoring Services

Sealed proposals will be received in the Procurement Division, Wednesday, December 31, 2025, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at https://www.polk-county.net/business/procurement/. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Ken Brush, Procurement Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. **All questions must be received by Monday, December 15, 2025, 4:00 p.m.**

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

Introduction

Polk County, a political subdivision of the State of Florida, seeks the submittal of proposals from qualified firms who are interested in providing professional services in monitoring debris removal services in accordance with the Polk County Debris Management Plan.

Award of this RFP may be made to up to three (3) Contractors and will be used when the magnitude of an emergency is such that the County is not able to manage with their own resources. Contractors shall be identified as the primary, secondary, and tertiary awardee based on order of final ranking. The area given to any one contractor will depend on the magnitude of the emergency.

The primary vendor will be contacted to provide the services needed. If the primary vendor is not available, or fails to respond within 24 hours, the County will then contract the secondary vendor. If the secondary vendor is not available or fails to respond with 24 hours, the County will then contact the tertiary vendor.

There are other public agencies within Polk County that may wish to use the provisions of this RFP. Attachment A must be signed and included with your submittal. Please refer to submittal criteria for further detail.

SCOPE OF SERVICES

This statement of work describes and defines the services which are required for debris removal monitoring for Polk County (County). The work includes but is not limited to; monitoring field operations regarding all storm generated debris, debris pickup, debris hauling, debris staging and reduction, temporary debris storage site management, debris management, and final disposal of debris to an approved facility. Roads and other County facilities will be identified by the County and direction will be given to the Contractor for clearing these roads and facilities in accordance with the County Debris Management Plan. The County reserves the right to add or remove highway segments

at the direction of the Debris Manager. While this scope provides for debris removal work off the state road system, no work on or off the state road system is guaranteed. The County, at its sole discretion, may elect to perform the work with in-house forces or other contract forces or may cancel the contract at any time if determined to be in the best interest of the County.

The Consultant shall have experience in the Federal Highway Administration Emergency Relief Program (FHWA-ER), the Federal Emergency Management Agency Public Assistance Program (FEMA-PA), and other applicable federal, state, and/or local programs to assist the County in its emergency response and recovery efforts. Proper documentation by the Consultant as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the County from the appropriate agency.

The Consultant will be responsible for tracking all of the contract costs and adhering to the "not to exceed" limit as defined. Proper notification must be given to the County as costs approach this limit.

The successful firm must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), and any other governmental agency with jurisdiction over response and recovery actions.

The Consultant shall assist the County specifically with debris management services to include, but not limited to, the following items:

- Provide training of select County staff in essential debris management and collection functions to insure appropriate and responsive interface with field debris collection contractors and County, state, and federal agencies.
- Provide field inspectors at designated check points to check and verify information on debris removal and at Temporary Debris Storage Reduction Site (TDSRS) located throughout Polk County.

The Consultant will provide assistance with the scheduling, dispatching and logistical operations of the field inspectors assigned to work areas for storm debris cleanup. This will include:

- Setting up the schedule for inspectors each day.
- Certification of the volumetric measurement (cy) either prior to or during and event of each truck that is added into service; this shall be the physical measurement of the truck bed.
- Keeping a record of contract haulers' trucks: cubic yardage, time in and out, number of loads/day, and other data as requested by designated County personnel.
- Determining truck assignments as well as a 2 week future schedule of where trucks will be.
- Coordinating with County personnel to respond to problems in the field.
- Conducting "end-of day" duties, such as verifying all trucks have left the disposal site, locking down of the facility.
- Surveying the area for special needs: identifying tree stumps, hazard trees, C&D debris, potential problems – a location list should be kept of these areas.
- Recording on a computer tracking system of the streets where debris was collected.
- Performing other duties as directed by dispatch/staging operation or designated County personnel.

The Consultant will collect baseline data per local, state and federal requirements from the designated emergency debris management sites prior to opening of the sites.

The Consultant will assist the County in obtaining necessary local, state and federal permits for the designated emergency debris management sites.

GENERAL REQUIREMENTS

The Contractor(s) shall furnish all necessary personnel, materials, equipment, labor, supervision, facilities, and shall otherwise provide all services necessary for, or incidental to, the performance of all work as defined in these specifications.

It is the sole responsibility of the Contractor(s) to ensure that, should Subcontractor(s) be utilized by the Contractor for any portion of the work, these Subcontractor(s) shall meet or exceed the same requirements instituted for the Contractor pertaining to this contract.

The Contractor(s) shall notify the County within (24) twenty four hours of notice of any legal or regulatory actions, or any Notices of Violation taken against the Contractor(s) or Subcontractor(s) utilized within the scope of this contract.

Upon receipt of the Notice of Violation or Warning Notice or upon notification or request from the County, the Contractor shall immediately prepare their response or draft a County response to the notice and begin corrective action against any non-complying condition. Failure by the Contractor to take corrective action which is required by law or the Contract Documents shall result in the County taking whatever measures are necessary to correct the condition and deducting the cost of such corrective action from the Contractor's Operating Fee Payment. The Contractor will be responsible for any fines resulting from any violations of Federal, State, or local laws or regulations.

Permits and licenses of a temporary nature necessary for the completion of contracted Services shall be secured and paid for by the Contractor with the assistance of the County, unless otherwise stated in this RFP. The Contractor shall not be held responsible to secure permits and/or licenses when the requirements for same have been waived due to a declaration of an emergency or disaster.

Under the general oversight of the County, the Contractor will supervise and direct all work, workers, and equipment. The Contractor is solely responsible for the means, methods, techniques, sequences, safety program, and procedures utilized. The

Contractor will employ and maintain on the work site a qualified and accessible supervisor(s) on the work site(s) and provide the County a liaison officer, as directed. At least one accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Contractor and all communications given to the supervisor or liaison officer in writing by the County's Authorized Representative shall be as binding as if given to the Contractor.

The name(s) of the supervisor(s)\liaison officer will be supplied to the County for each issuance of an event Notice-To-Proceed. Additionally, a performance bond for the minimum amount of $1,000,000 will be required before the Notice-To-Proceed is issued. The actual amount will be determined at the time of the event and an adjusted performance bond will need to be obtained for the estimated total amount. Please see (Attachments D & E)

The Contractor shall have the ability to guarantee operations, and pay vendors and sub-contractor(s) for 60 days prior to receiving payments from the County.

Retainage in the amount of ten percent (10%) will be withheld until all work has been completed and has been approved by the County.

The Contractor shall participate in an annual on-sight pre-coordination meeting as directed by the County at no additional cost to the County.

The Contractor shall, to the extent practical, give priority to utilizing resources in Polk County and the surrounding area, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workers.

The Contractor shall make daily reports to the County to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, detailing the street names, and address blocks where debris removal was completed. The reports must also include the types and volumes of

debris transported, reduced, and disposed. The Contractor shall also provide other operational and complaint tracking reports as requested by the County.

The Contractor shall disclose future debris management contractual obligations and provide reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under the contract resulting from this RFP. Such disclosure shall be provided to the County within 30 days of entering into said contractual obligation.

AGREEMENT

The term of this agreement will be for approximately 5 years. The Actual term will be negotiated as part of Elevation Level 4, Contract Negotiations.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

Tab 1, Introduction:

- Introduction letter describing your firm, experience, number of years in business, contact name, company address, phone number and email address of contact person. (One page, single or double sided)
- Attachment A – Understanding terms, conditions, and pricing may be used by any public agencies located within Polk County.

Tab 2, Experience and Expertise (40 Points)

- Provide your firm's organization structure.

- Provide a resume for the project manager and all key personnel that will be involved in providing the services as outlined in the scope of work. (1 page single or double sided for each resume)
- Describe the firm's experience with providing similar size and scope of work as outlined in this RFP. (One page, single or double sided)
- Provide a minimum of three (3) and a maximum of five (5) projects that demonstrates your firm's experience with debris removal services for similar scope of work services in the past five (5) years. At least two (2) of the projects shall be from a disaster recovery project performed for a public or governmental agency. At least three (3) of the projects shall be for disaster recovery project performed as the prime. At least two (2) of the projects shall be for projects in excess of 250,000 cubic yards. For each project identified please include (2 pages for each project, single or doubled sided):
    - Client name
    - Contact person
    - Contact's phone number and email address
    - Cost of the services
    - Start and end date of project.
    - Name of disaster and location of the project
    - Brief description of the services provided
        - A brief description of the project and what role your firm played in the project.
        - Identify if multiple temporary debris processing sites were established where collected debris was sorted, screened for sand, recycled, ground, mulched, burned, or otherwise segregated for transport and disposal.
        - Identify your firm's expertise and experience in assessing, removing, and disposing of specialty debris including hazardous materials, hazardous wastes, biohazardous wastes, dead animals, and hazardous stumps.

- Identify your firm's expertise and experience in demolition of structures, and debris removal from private property (Right-of-Entry Programs) and publicly owned property (other than Rights-of-Way).

Tab 3, Resources and Availability (40 points)

- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
- The key staff presented in the contractor's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
  a) Name and current position held by the person
  b) Name, title and project assignment
  c) Experience:
     (1) Types of projects.
     (2) Size of projects (dollar value of project).
     (3) What were their specific project involvements?

- Demonstrate each key staff's availability to respond to the needs of the project (Two (2) pages maximum for all key staff members)
- Identify sub-contractors or joint ventures to be used, if any. For each sub-contractor or joint venture identified please provide:

  - A brief description of their experience outlining their qualifications to perform the intended services
  - A brief resume for each key personnel that will be assigned to perform

Tab 4, Compensation Schedule (10 Points)

- The Respondent shall complete the compensation schedule included as Attachment B. The Consultant is to include all costs that the Consultant may anticipate incurring during the performance of the disaster recovery work as outlined on Attachment B. For items not listed, the County will only pay the FEMA rates.

- The hourly rates for labor may be increased by the Procurement Director after the contract has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director or Designee. No Board action will be necessary for labor rate increases.

- Proposers shall declare that, to the best of their knowledge and experience with Federal and State reimbursement procedures and requirements, that all proposed costs and payment methods are reasonable and customary for the service listed.

Tab 5, Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 2.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
    - Average Score between 9-10 (10 Points)
    - Average Score between 7-8 (8 Points)
    - Average Score between 5-6 (6 Points)
    - Average Score between 3-4 (4 Points)
    - Average Score between 1-2 (2 Points)
    - Average Score of 0 (0 Points)

EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment)

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Compensation (Tab 4)- 10 points
- Surveys of Past Performance (Tab 5)-10 points

  Subtotal Points-20 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tap 2)-40 points
- Approach and Methodology (Tab 3)-40 points

  Subtotal Points-80 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively

and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard. The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds $100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed $100,000 in total.

Elevation Level 3 (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds $100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed $100,000 in total.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the User division, with the assistance of the Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners or County Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners or County Manager, as applicable, shall make the final decision whether the County shall enter into an Agreement with a Proposer.

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds $100,000. The County Manager may execute contracts that do not exceed $100,000 in total.

GENERAL CONDITIONS

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

COMMUNICATIONS

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's deductible per line of coverage shall not exceed $25,000 without the permission of the County. Policies that include Self Insured Retention will not be accepted. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Workers' Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes

Employer's Liability	$1,000,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Pollution Liability Insurance. $1,000,000 including pollution due to automobile operations.

INDEMNIFICATION

Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates,

subcontractors, agents, and employees; provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

The Consultant declares and warrants that neither the Consultant nor any of the Consultant's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Consultant or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Consultant shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects Consultants that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, Consultant or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, Consultant or corporation to refrain from

submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at https://www.polk-county.net/business/procurement/. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough

County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

All contracts are subject to final approval of the Polk County Board of County Commissioners or County Manager, as applicable. Persons or Consultants which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

INVOICING AND PAYMENT: The successful proposer shall submit a properly certified invoice to the County at the contract prices**. An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the proposer's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable

exempting law. Proposers should provide a redacted copy of proposal with submittal, or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at https://www.polk-county.net/business/procurement/protest-procedures/.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the

Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful Consultant will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

ATTORNEY'S FEES AND COSTS: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

Prohibition Against Considering Vendor Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.

PUBLIC RECORD LAWS

(a)The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMLO@POLK-COUNTY.NET

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

SUPPLEMENTAL CONDITIONS

Breach During Emergency Recovery Period. Pursuant to §252.505, Fla. Stat, in the event this Agreement concerns goods or services related to a natural emergency, Vendor agrees that if Vendor breaches this Agreement during the Emergency Recovery Period, then the County shall be entitled to (a) a payment of $5000, and (b) recovery of damages, which may take the form of actual and consequential damages or liquidated damages. The term "Emergency Recovery Period" means a one-year period that begins on the date the Governor of Florida initially declared a state of emergency for a natural emergency. This provision shall survive the termination of this Agreement.

FEDERAL CLAUSES

The County may seek funding reimbursement for all or a portion of the services provided under this Agreement from FEMA Public Assistance. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this bid, any resulting award with the prime Vendor, and any resulting contracts between the prime Vendor and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

Equal Employment Opportunity. (Only applicable to construction bids)

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available

to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. Neither the Contractor, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in

excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida Department of Economic Opportunity, US Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the (County will, in turn, report each violation as required to assure notification to the Florida Department of Economic Opportunity, US Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

Debarment and Suspension. (Exhibit "A")

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Management and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or purchase order that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (attached hereto as Exhibit "B"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Procurement of Recovered Materials.

(1) In the performance of this Contract/Purchase Order, the Contractor shall to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. Additionally, Consultants shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

Domestic Preference

In accordance with 2 CFR §200.322, to the greatest extent practicable and consistent with law under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Affirmative Action.

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are used when possible. The Contractor shall also take such affirmative steps in the selection of its subcontractors, laborers and materialmen. Affirmative steps include:

(1) Placing qualified small and minority businesses, women's business enterprises, and veteran-owned businesses on solicitation lists;

(2) Assuring that small and minority businesses, women's business enterprises, and veteran-owned businesses are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses,

women's business enterprises, and veteran-owned businesses;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises, and veteran-owned businesses; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Access to Records. The following access to records requirements apply to this Purchase Order:

(1) The Contractor agrees to provide the Florida Department of Economic Opportunity, Polk County, the US Department of Housing and Urban Development Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the US Department of Housing and Urban Development Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Purchase Order."

DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that US Department of Housing and Urban Development financial assistance will be used to fund the Purchase Order only. The Contractor will comply will all applicable federal law, regulations, executive orders, US Department of Housing and Urban Development policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Purchase Order.

Default and Remedy

Process. If the Contractor materially defaults in the timely performance of any Contract obligation, or if the Contractor is otherwise in material default of the Contract, including, without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call in any bonds or other form of security, and engage other Contractors or providers at the

Contractor's sole cost and expense to provide those unperformed or deficient Contract obligations of the Contractor; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Contractor pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Contractor, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of CDBG-MIT funding caused, directly or indirectly, by the Contractor's delay. Upon any such termination pursuant to this Section, the County shall pay the Contractor the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Contractor shall cease.

Certain Material Defaults.

Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR §200.216 and Appendix II to Part 200, subsection (K), no funding or services provided pursuant to or in connection with this Contract, shall in any way be used to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Proposers Incorporation Information
(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: _____

Date: _____

EXHIBIT 1
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included, Procurement will only use those identified under Tab 2.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Monitoring Services for Hillsborough County Hurricane Milton), Etc.
COST OF SERVICES	Cost of services ($1,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2023)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 5
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 26-012, Disaster Debris Monitoring Services

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Ability to communicate with Debris Removal Contractor	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Close out process	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 26-012, Disaster Debris Monitoring 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: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
(Florida Statutes, Section 448.095)

PROJECT NAME: _____

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 "A"

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____

COMPANY NAME:_____

DATE:_____

EXHIBIT "B"

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned _____ (Contractor) certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____ , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official_____

Date _____

Draft Agreement
Disaster Debris Monitoring Services

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida, 33830, and _____ (the "Consultant"), a _____ corporation, at _____, and whose Federal Employer Identification Number is _____.

WHEREAS, the Consultant has considerable expertise in debris removal monitoring services; and

WHEREAS, the County desires to employ the Consultant to provide disaster debris removal monitoring services; and

WHEREAS, the County has solicited for these consultant services via an advertised request for proposal ("RFP 26-012") and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the County intends to engage the Consultant to provide it the disaster debris monitoring services; and

WHEREAS, the Consultant is able and agreeable to providing the County the services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Consultant hereby agree, as follows:

1.0 **Effective Date; Term**

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the County.

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 **Consultant Services**

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request for Proposals RFP #26-012, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 26-012"), all of which are

incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of this Agreement.

2.2 Consultant shall perform the services described in the Scope of Services section of RFP 26-012, as those Services may be further specifically designated and authorized by the County in a separate written Notice to Proceed the County will deliver to the Consultant prior to the Consultant's commencement of the Services required in association with the County's clean-up and recovery from a particular disaster or emergency event. The form for the Notice-to-Proceed shall be substantially in the form provided on Exhibit "E" which is attached hereto and made a part of this Agreement.

2.3 The County will contact and coordinate with the Consultant prior to issuing a Notice to Proceed for a disaster or emergency event. The Consultant will provide the name(s) of the supervisor(s)\liaison officer who will be primarily responsible for the Consultant providing the required Services. Additionally, before the Notice-To-Proceed is issued the Consultant will deliver to the County a performance bond in the form provided on Exhibit "D" which is attached hereto and made a part hereof in an amount to be reasonably determined by the County but which will not be less than $500,000.00. The actual bond amount will be determined based upon the estimated costs of the Services required as a consequence of the particular disaster or emergency event.

2.4 The Consultant acknowledges that the County has engaged a secondary vendor and may engage a tertiary vendor to provide the Services described in RFP 20-299 should the County determine in its sole and absolute discretion that the Consultant may, is or will be unable to perform the full scope of work of a particular project within the time period the County requires all such work to be completed.

3.0 **Compensation**

3.1 General

3.1.1 In consideration for its providing the Services, during the Agreement Term the County shall pay the Consultant a fee that shall not exceed the amounts stated in Exhibit "B", which is attached hereto and made a part of this Agreement (the "Compensation Schedule"). The Compensation Schedule identifies all billable services pursuant to this Agreement and the associated amount the County will pay the Consultant for Services performed. The County is not obligated to pay the Consultant a fee for any work performed or Services provided not listed

on the Compensation Schedule. The rates shown on the Compensation Schedule may be increased annually by written authorization of the Procurement Director following the one year anniversary of the Effective Date, when it is in the best interest of the County. Rate increases will be determined by the appropriate price index as approved by the Procurement Director. No action by the Board of County Commissioners will be necessary for such rate increases

3.1.2 At its option the County may choose to engage the Consultant to perform additional, related consulting services beyond the scope of the Services for which the County shall pay the Consultant in accordance with the rates set forth in the Compensation Schedule.

3.1.3 All the Consultant's invoices for payment must reference the Agreement and must be submitted using a form approved by the County Auditor.

3.1.4 The Consultant shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Roads and Drainage Division
3000 Sheffield Road
Winter Have, FL 33880

3.1.5 The Consultant will clearly state "Final Invoice" on the Consultant's final/last billing for the Services rendered to the County. The Consultant's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Consultant hereby waives any charges not properly included on its Final Invoice.

3.1.6 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Consultant's performance of the Service or the County's acceptance of any work.

3.1.7 By its submission of an invoice, the Consultant's project manager or designated payroll officer shall be deemed to be attesting to the correctness and accuracy of all charges and requested reimbursements stated in such invoice.

3.1.8 The Consultant's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached as Exhibit "C" and made a part of this Agreement. The Consultant's requests for payment shall include copies of paid receipts, invoices or other

documentation acceptable to the County's Auditor. To qualify for reimbursement, the Consultant's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement

4.0 **Consultant's Responsibilities**

4.1 The Consultant shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 **Ownership of Documents**

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Consultant's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Consultant for such instruments or documents.

6.0 **Termination**

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Consultant to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Consultant shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 **No Contingent Fees**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 **Assignment**

The Consultant shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 **Professional Associates and Subcontractors**

If the Consultant requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Consultant must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Consultant utilizes any professional associates or subcontractors in the delivery of the Services then the Consultant shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

10.0 **Indemnification of County**

Consultant, to the 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 Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 **Insurance Requirements**

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County. In the event of any failure by the Consultant to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

> Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

> Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Consultant shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Pollution Liability Insurance: $1,000,000 including pollution due to automobile operations.

Employer's Liability. $1,000,000.

12.0 **Public Entity Crimes**

The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material

default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

13.0 **Non-Discrimination**

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 **Designation of Party Representatives**

14.1 Upon receipt of a request from the Consultant, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Consultant shall designate or appoint one or more Consultant representatives who are authorized to act on behalf of and to bind the Consultant regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 **All Prior Agreements Superseded**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 **Modifications, Amendments or Alterations**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 **Independent Contractor**

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Consultant (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Consultant is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Consultant shall not pledge the County's credit or make the County a guarantor

of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Consultant shall have no right to speak for or bind the County in any manner.

18.0 **Public Records Law**

(a) The 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

19.0 **Compliance with Laws and Regulations**

In providing all Services pursuant to this Agreement, the Consultant shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

20.0 **Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 **Notices**

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Roads & Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880

For Consultant: _____
_____
_____
Attention: _____

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any

void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Consultant acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Consultant under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor

knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

25.0 Consultant Representations

25.1 The Consultant hereby represents and warrants the following to the County:

25.1.1 Consultant is a _____ corporation that is duly organized and existing in good standing under the laws of the State of _____ with full right and authority to do business within the State of Florida.

25.1.2 Consultant's performance under this Agreement will not violate or breach any contract or agreement to which the Consultant is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Consultant has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Consultant now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Consultant has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Consultant has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Consultant shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Consultant is authorized to do so.

26.0 Default and Remedy

If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Consultant receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this

Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Consultant shall notify the County if any of the Consultant's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Consultant shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Consultant shall remove without consequence to the County any of

the Consultant's contractors, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Consultant's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: _____

Name: _____

Name: _____

Name: _____

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

33. No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

34. Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES SIGNATURES.)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

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:

_____
County Attorney's Office Date

ATTEST:

_____
a _____ corporation

By: _____

_____
PRINT NAME

_____
TITLE

By: _____

_____
PRINT NAME

_____
TITLE

Date: _____

SEAL

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____(Name of officer or agent) as _____(title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____ (Name of officer or agent) as _____(title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this_____(Date) By _____ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

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 _____

ATTACHMENT A

I understand that the terms, conditions and pricing within this contract may be used by any of the public agencies located within Polk County.

_____
Signature

_____
Printed Name

_____
Title

_____ _____
Company Name Phone Number

_____
Address

_____
City, State, Zip

ATTACHMENT "B"
COMPENSATION SCHEDULE

Hourly Labor Rates for Disaster Debris Monitoring Services
CONTRACTOR will be compensated on the actual hours of services furnished multiplied by the rates listed in Table 1 below.

Table 1: Hourly Labor Rates

Labor Category	Hourly Rate
Principal-in-Charge	
Project Manager	
Deputy Project Manager	
Operations Manager	
FEMA Coordinator	
Field Supervisor	
Scheduling/Routing Managers	
GIS Operator	
Disposal Site Monitor	
Collection Monitor	
Citizen Drop-off Site Monitor	
Billing/Invoicing/Data Manager	
Load Ticket Data Entry Clerk	
Project Coordinator	
Principal Public Assistance Advisor	
Senior Public Assistance Manager	
Public Assistance Analyst	

In accordance with 2 CFR 200.318, Hourly labor rates shall be direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, travel (mileage, lodging, per diem, etc.), and profit.

Reimbursable costs are allowed if pre-approved to by the County. These costs are limited to office equipment/supplies, office space, cameras, GPS equipment, safety equipment and any other items requested by the County that is not part of the normal work function.

Subcontractor services will be reimbursed at actual costs.

***For items not listed, the County will only pay FEMA approved rates**
****Hourly rates cannot exceed FEMA approved rates**

DAP9523.11

FEMA
DISASTER ASSISTANCE POLICY

I. TITLE: Hazardous Stump Extraction and Removal Eligibility

II. DATE: MAY 15 2007

III. PURPOSE:

Establish criteria used to reimburse applicants for removing eligible hazardous stumps from public or, where authorized, private property.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters and emergencies declared on or after the date of publication. It is intended for all personnel involved in the administration and execution of the Public Assistance Program, including applicants.

V. AUTHORITY:

Sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5206, as amended.

VI. BACKGROUND:

Public Assistance regulations authorize reimbursement for the removal of debris from public and private land when it is in the public interest. Such removal is in the public interest when it is necessary to: eliminate immediate threats to life, public health and safety, or eliminate immediate threats of significant damage to improved public or private property; or to ensure economic recovery of the affected community to the benefit of the community at large. Trees that are uprooted during a disaster event such that all or part of their roots are exposed may pose an immediate threat to public health and safety.

VII. POLICY:

A. When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety, FEMA may provide supplemental assistance to remove, transport, dispose, and provide fill for the root cavity of an eligible uprooted tree or stump. The Federal Emergency Management Agency (FEMA) will reimburse applicants reasonable costs for this type of work only when uprooted stumps are more than 24 inches in diameter (measured two feet from the ground), with the consensus of the Applicant and the State, and is approved in

advance by FEMA, using the attached Hazardous Stump Worksheet.

1. If it is necessary to remove an uprooted stump before it can be inspected by FEMA because it poses a threat that must be dealt with immediately, the applicant must submit documentation, to FEMA including photographs, that establishes its location on public property, specifics on the threat, stump diameter measured two feet up the trunk from the ground, quantity of material to fill the hole, and any special circumstances.

2. FEMA will reimburse applicants for extraction, transport and disposal of stumps with a diameter of 24 inches or smaller at the unit cost rate for regular vegetative debris, using the attached Stump Conversion Table, as such stumps do not require special equipment.

3. FEMA will reimburse applicants at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, placed on the rights-of-way by others (i.e., contractors did not extract them from public property or property of eligible Private Non Profit organization). In such instances, applicants do not incur additional cost to remove these stumps because the same equipment that is used to pick up "regular" debris can be used to pick-up these stumps.

4. If an applicant incurs additional costs in picking up large stumps (over 24 inches in diameter) from rights-of-way, it should complete the Hazardous Stump Worksheet and present documentation to FEMA in advance for consideration.

5. Stumps with less than 50% of their root ball exposed should be cut flush at ground level and the cut portion included with regular vegetative debris.

6. Straightening or bracing of trees is eligible for reimbursement if it is less costly than removal and disposal. Applicant must provide a cost analysis showing cost effectiveness.

VIII. ORIGINATING OFFICE: Disaster Assistance Directorate (Public Assistance Division)

IX. SUPERSESSION: This policy supersedes Recovery Policy Number 9523.11, Hazard Stump Removal and Extraction Eligibility dated May 6, 2006.

X. REVIEW DATE: Three years from the date of publication.

David Garratt
Acting Assistant Administrator
Disaster Assistance Directorate

Hazardous Stump Worksheet

Applicant: _____ Date: _____

Applicant Representative: _____ Signature: _____

FEMA Representative (if available) _____ Signature: _____

State Representative (if available): _____ Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)		Tree Size (Diameter)	Eligible		Fill For Debris Stumps	Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)		Yes	No	CY	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

Attachment D

EVENT PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____ as Surety, located at _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Dollars ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated _____, 20__ (the "Purchase Order") between Principal and Obligee for performance of debris removal at any County location arising from damage caused by a disaster event, at the times and in the manner prescribed in the Purchase Order; and

Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Purchase Order; and

Performs the guarantee of all work and materials furnished under the Purchase Order for the time specified therein; and

Satisfies all claims and demands incurred under the Purchase Order, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Purchase Order during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

ATTEST:

PRINCIPAL: _____

BY: _____ (Authorized Signature (Principal)

Printed Name: _____

Title of Person Signing Above: _____

Witness: _____

Witness: _____

ATTEST:

SURETY: _____

Attorney in Fact

Printed Name: _____

Business Address: _____

Witness: _____

Witness: _____

NOTE: Date of the Performance Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

Attachment "E"

Date:
Company Name:
Address:
Project Manager:
RE: Conditional Notice to Proceed for Disaster Debris Monitoring Services

This letter serves as Roads and Drainage's Conditional Notice to Proceed (CNTP) to begin the mobilization process to commence work relative to the above referenced Agreement. This NTP is limited to the scope of work for storm _____ in accordance with the Agreement and further detailed below:

Please attach a list of services and estimated cost here.

A performance bond in the amount of $1,000,000 meeting the contract requirements should be emailed to Ken Brush, Procurement Contracts Manager (kenbrush@polk-county.net) before the work starts. The original performance bond should be delivered within seven (7) business days from the date above to Polk County Procurement, 330 West Church Street, Room 150, Bartow, Florida 33830, Attn: Ken Brush (863)534-6727. Please attach a copy to this Notice.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below.

Cordially,

Roads and Drainage _____
(Authorized signature, tile, and date)
I acknowledge receipt of this Notice on:_____(date)

Name of the Authorized Company Representative: _____

Authorized Signature: _____

_____

December 2, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, January 14, 2026, prior to 2:00 p.m.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: _____
Title: _____
Company: _____

January 9, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, January 21, 2026, prior to 2:00 p.m.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: _____
Title: _____
Company: _____

January 16, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Proposal Receiving Date Extension and formal notification that administrative responsibility for this solicitation has been reassigned.

From: Ken Brush
To: Tabatha Shirah
New Point of Contact Email: tabathashirah@polkfl.gov

Effective immediately, all communication related to this solicitation must be directed to Tabatha Shirah at the email address listed above.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, February 4, 2026, prior to 2:00 p.m.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

January 30, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #4

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions & Answers and Receiving Date Extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 11, 2026, prior to 2:00 p.m.

Addendum 5 forthcoming, question deadline has closed.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal. This is the only acknowledgment required.

Signature _____
Printed Name: _____
Title: _____
Company: _____

RFP 26-012, Disaster Debris Monitoring Services
Addendum # 4

Question 1: If this is a term contract subject to renewal, what is the maximum number of option periods?

Answer 1: The term is 5 years from the effective date of the agreement.

Question 2: Has the current contract gone full term?

Answer 2: The current agreements were set to expire on February 15, 2026, but have been extended and will remain in place until the new agreements are in effect.

Question 3: Have all options to extend the current contract been exercised?

Answer 3: Yes.

Question 4: Who is the incumbent, and how long has the incumbent been providing the requested services?

Answer 4: The current incumbents are Tetra Tech, Inc. as the primary and Thompson Consulting Services, LLC as the secondary. These agreements have been in place since February 16, 2021.

Question 5: What is the maximum number of hours post-event before work must commence?

Answer 5: Staff is communicating 24 to 48 hours before impact. Successful vendors are expected to mobilize as soon as the storm has passed, and the weather conditions are safe to drive in.

Question 6: Are any specific professional credentials required to qualify for the contract?

Answer 6: The vendor must demonstrate significant professional expertise in hurricane response, mitigation, and recovery services including proven experience working in post – storm environments.

Question 7: Will the resulting contract include a guaranteed minimum payment to the vendor?

Answer 7: Yes.

Question 8: Are there any superseding prior agreements that may impact this contract?

Answer 8: No.

Question 9: When/what was the most recent event that precipitated the activation of the existing or previous contract?

Answer 9: Hurricane Milton 2024

Question 10:	Approximately how many cubic yards of debris were collected from the most recent event?
Answer 10:	1 million (Vegetative & C&D)
Question 11:	What estimated or actual dollars were paid to the incumbent(s) after the most recent event?
Answer 11:	Estimated 5.5 Million
Question 12:	How many times have the incumbent's services been utilized in the previous five years?
Answer 12:	The incumbent's services were utilized twice for two different hurricanes and yearly for truck / equipment certification.
Question 13:	If there was a previous solicitation for these services, what was its title, number, release date, and due date?
Answer 13:	RFP 20-299, Disaster Debris Monitoring Services, Released September 3, 2020, and opened October 14, 2020.
Question 14:	When is the anticipated contract start date?
Answer 14:	The agreement is anticipated to be executed in April or May 2026.
Question 15:	Can you please provide greater explanation of your expectations related to any required subcontracting to minority-owned, women-owned, or other types or categories of small or disadvantaged businesses? For example, what is required with the proposal, and what is required to comply during the term of the contract?
Answer 15:	No expectations are applicable with FEMA Funds.
Question 16:	Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?
Answer 16:	No, Proposers must use the pricing sheet provided in the RFP. Negotiations on alternate pricing may be made at Level 4 of the Elevation.
Question 17:	Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable?
Answer 17:	Polk County was satisfied with the current vendor.

Question 18:	Is their a preferred Proposal delivery method, electronic or sealed parcel?
Answer 18:	Electronic
Question 19:	Can the County confirm forms to be returned are: RFP Registration Proposers Incorporation Information Drug Free Workplace Performance Survey Questionnaires Affidavit Certification Immigration Laws Employment Eligibility Verification (E-Verify) Certification Exhibit A: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters Exhibit B: Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying Attachment A (Cooperative agreement for Polk County public agencies) Attachment B: Compensation Schedule
Answer 19:	Yes, all documents listed above, as well as any information requested in each tab, and signature acknowledgement of all addenda issued.
Question 20:	Could the County please confirm where the completed Questionnaire (Exhibit 1) for Tab 5 – Surveys of Past Performance should be sent for RFP 26-012? Should past clients email the completed surveys directly to Polk County, and if so, to which email address? Or should they return them to the vendor for inclusion in our proposal package?
Answer 20:	Please see RFP Package, Preparing the Surveys, page 40. The firm is responsible for ensuring all references/surveys are included in their submittal, and do not have references email Polk County Procurement directly.
Question 21:	Could the County please confirm whether vendors are permitted to include an appendix with additional or supporting information? Specifically, we would like to know if an appendix may be used to provide supplemental details that further explain the firm's experience and qualifications, without conflicting with the page limitations outlined in the Submittal Requirements?
Answer 21:	Please submit only the materials requested in the RFP package. Firms selected for interviews will have the opportunity to provide additional details regarding their experience, qualifications, and related information.

Question 22:	Would the County consider extending the page limit for these sections, as doing so would allow vendors to provide information that may better support the County's evaluation and understanding of each firm's capabilities?
Answer 22:	Not at this time
Question 23:	The RFP uses the phrase 'one page, single or double sided' throughout the proposal that specifies page limits. Could the County please clarify whether this means one physical sheet of paper (allowing content on both sides), or if the County intends this to be a strict one-page limit regardless of printing orientation?
Answer 23:	One page, single- or double-sided, means a single physical sheet.
Question 24:	On Page 11 - Tab 2 and Tab 3 request the same information about Organization Staff Chart & Staff Experience, but on (page 15 RFP) under Evaluation Level 2 under bullet point APPROACH and METHODOLOGY suggests TAB 3 is required for this and measured for 40 points?
Answer 24:	See Revision 1 below.
Question 25:	Is there a firm currently providing these same services for Polk County? If so, who is the incumbent?
Answer 25:	AshBritt
Question 26:	If there is an incumbent providing these services, are they eligible to respond to the current RFP?
Answer 26:	Yes.
Question 27:	Were the services provided by the incumbent and how would you rate them?
Answer 27:	Yes, incumbent was satisfactory.
Question 28:	How many times has Polk County activated the contract within the last 5 years?
Answer 28:	2
Answer 29:	Can you please advise if a debris monitoring firm is already under contract to perform debris monitoring services for the county? If so, can you please identify the firm?
Answer 29:	Tetra Tech

Question 30: Can you please advise if a performance bond will be required for debris monitoring firms because Attachment D speaks to debris removal, not monitoring. See language below from Attachment D?

Answer 30: Event Performance Bond is required, language will be changed to "Debris Monitoring."

Revision 1

RFP Package, Elevation Level 2, page 15:

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Compensation Schedule (Tab 4) - 10 points
- Surveys of Past Performance (Tab 5) - 10 points

Subtotal Points-20 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tap 2)- 40 points
- **Resources and Availability** (Tab 3)- 40 points

Subtotal Points-80 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

February 5, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #5

RFP 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m.

Respectfully,

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

February 11, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #6

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: questions & answers, revisions, revised Attachment B added to FTP Site and selection committee meeting update.

To receive a copy of **"RFP 26-012, Addendum 6 - Revised Attachment B,"** please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "**RFP 26-012, RFP Attachments**", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

March 4, 2026 @ 3:00 p.m. – 3:30 p.m. at the Polk County Administration Building in the Procurement Conference Room 150;– Procurement will distribute the Proposals and evaluation criteria to the Selection Committee.

March 24, 2026 @ 1:00 p.m. - 3:00 p.m. at the Polk County Administration Building in Conference Room 407 – Selection Committee meeting to score and elevate Proposers. At this meeting the Selection Committee will decide if they would like to interview Proposer(s) or if they would like to recommend to enter into contract negotiations with the highest ranked Proposer.

April 1, 2026 @ 9:00 a.m. – 12:30 p.m. at the Polk County Administration Building in Conference Room 407 – If the Selection Committee decides to interview Proposer(s), the interviews will be held on this date and time.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal. This is the only acknowledgment required.

Signature _____

Printed Name: _____

Title: _____

Company: _____

Question 1: Are proposers permitted to input zero-dollar ($0.00) rates for certain roles on *Attachment B: Compensation Schedule*?

Answer 1: No, Proposers may not list $0.00 rates for required labor categories. All positions identified in Attachment B must include a reasonable fully burdened rate. Please see the FTP Site for "**RFP 26-012, Addendum 6 - Revised Attachment B**", some labor categories have been removed.

Question 2: Should the use of an ADMS electronic ticketing system be incorporated into the pricing structure on *Attachment B: Compensation Schedule*?

Answer 2: Yes, if a proposer intends to utilize an ADMS electronic ticketing system, they should incorporate all costs associated with the use of the system into their pricing and shall be fully burdened into the hourly rates for the applicable debris monitoring positions provided on Attachment B: Compensation Schedule.\

Question 3: The manual process of filling out load tickets can jeopardize proper FEMA reimbursement if human error occurs. Utilizing electronic load tickets, computer tablets, and systems employing electronic contractor IDs with an Automated Debris Management System (ADMS) has become the industry standard and is critical for any successful debris operation. Because of the factors listed, we would like to confirm that any charges for the use of an ADMS are to be fully burdened in the proposed debris monitoring positions hourly rates provided and not as a separate hourly rate or separate position, separate flat rate, or substitutional charge for any listed position?

Answer 3: See answer for Question 2 above.

Revision

RFP Package, Tab 4 – page 13-14

Tab 4, Compensation Schedule (10 Points)

Proposers shall complete the compensation schedule included as Attachment B. For items not listed, the County will only pay the FEMA rates.

The unit pricing may be increased by the Procurement Director, or designee, after the contract has been in place for a minimum of 12 months, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director or Designee; however, the hourly rates cannot exceed the FEMA approved rates. No Board action will be necessary for unit price increases.

The Proposer with the lowest total cost will be allocated 10 points. Each additional Proposers cost point allocation will be calculated based upon their relative cost difference from the lowest Proposers cost.

TAB 1
Introduction

February 18, 2026

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830
Submitted electronically to: https://polk-county.kiteworks.com

Thompson Consulting Services, LLC
2601 Maitland Center Parkway
Maitland, FL 32751
O: 407-792-0018 | F: 407-878-7858

RE: REQUEST FOR PROPOSAL NO. 26-012 – DISASTER DEBRIS MONITORING SERVICES

Dear Members of the Selection Committee,

Thompson Consulting Services, LLC (Thompson) is pleased to submit the enclosed proposal to provide Polk County, Florida (County) with professional disaster debris monitoring services. Thompson is a full-service emergency management planning, response, disaster recovery and grant management consultancy. Our consultants have over 75 years of combined experience in supporting local and state agencies in response to hurricanes, tornados, floods, ice storms, wildfires, earthquakes, rockslides, oil spills and other natural disasters. Our approach to providing disaster response, assessment, and recovery services maintains a primary focus on the efficient and effective utilization of resources while assisting our clients with navigating the funding channels of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) program as well as other post-disaster grant programs. We believe Thompson is best suited to assist the County for the following reasons:

POST-DISASTER DEBRIS REMOVAL MANAGEMENT & FEMA FUNDING EXPERIENCE: Thompson's experience with post-disaster debris removal monitoring and management services spans three decades and accounts for the administration of more than $5.5 billion of debris removal funding on behalf of more than 400 local and state government agencies. Thompson's consultants are amongst the most educated, qualified, and dynamic in the industry, having responded to some of the most devastating incidents to impact the United States, many resulting in large-scale, multi-program debris removal monitoring operations. This experience means the County can rest assured that its disaster reimbursement is in the hands of the industry's most qualified professionals.

COUNTY & FLORIDA EXPERIENCE: Thompson has served as a secondary stand-by debris monitoring services provider on behalf of the County since 2021. During this time, we have maintained operational readiness in the event that the County needs support services. Additionally, Thompson's consultants have responded to disaster incidents in the State of Florida since Hurricane Charlie in 2004. Over the last seven years, Thompson has provided debris removal monitoring and grant consulting services to 82 unique Florida clients following Hurricane Matthew in 2016, Hurricane Irma in 2017, Hurricane Michael in 2018, Hurricane Sally in 2020, Hurricane Ian in 2022, and Hurricane Milton in 2024. We are well positioned to work closely with the County, the Florida Division of Emergency Management (FDEM), Florida Department of Transportation and the Florida Department of Environmental Quality to implement a compliant and efficient debris monitoring and recovery services program.

DELIVERY EFFICIENCY & AUTOMATED DEBRIS MANAGEMENT SYSTEM: Thompson's debris removal monitoring experience includes documentation of over 165 million cubic yards of debris. We have consistently demonstrated Thompson's delivery efficiency using our *automated debris management system* (ADMS), the Thompson Data Management Suite (TDMS). TDMS is used to electronically capture data in the field and supports accurate and timely reporting. TDMS significantly reduces the quantity of hours required to perform equivalent services by competitors with "lower" hourly rates. Additionally, Thompson offers expanded *geospatial services* through geographic information system (GIS) resources and

capabilities to enhance program management. This includes advanced gathering, managing, and analyzing data to provide spatial location information such as project boundaries and roadway maintenance responsibility designations, progress mapping and customized dashboards. Thompson also utilizes 2D/3D aerial imagery and AI modeling to provide geospatial intelligence to better understand post disaster impacts and recovery needs.

ABILITY & EXPERIENCE OF PROFESSIONAL PERSONNEL: Thompson provides the County with professional engineers and consultants that have experience with developing programs to address any of the following disaster recovery programs that may be required following a disaster event:

- Right-of-way (ROW) debris removal
- Right-of-way leaning tree and hanging limb removal (leaner/hanger)
- Parks, beaches, and waterways cleanup
- Private property debris removal (PPDR)
- Right-of-entry (ROE) administration
- Demolition program management
- Vehicle/vessel recovery
- White goods removal and decommissioning

ABILITY TO QUICKLY RESPOND: Thompson has personnel and resources on stand-by should a debris generating incident occur. With 26 corporate and branch offices across the United States including a corporate office in the City of Maitland, we will be able to deploy staff and resources within 24 hours of receiving a notice to proceed. Thompson is set-up to quickly adapt to the uncertain and changing needs of the County and understands that this ability to rapidly respond to the County is of paramount importance.

LOCAL PREFERENCE FOR HIRING MONITORS: It is Thompson's intent to fill temporary debris monitoring positions with County residents in need of work. Thompson will provide qualified residents with safety training and job training with experienced debris monitoring supervisors. We will make sure that all local hires are thoroughly and properly trained prior to being deployed to monitor a debris removal crew. This effort will help residents participate in the County's recovery efforts with a meaningful impact and earn a competitive hourly wage.

POINTS OF CONTACT: Jon Hoyle, President, and Nate Counsell, Executive Vice President of Thompson are authorized corporate officers of the Firm and will serve as direct points of contacts to the County for all inquiries related to this submittal as well as throughout the evaluation process.

Jon Hoyle, President
2601 Maitland Center Parkway, Maitland, FL 32751
O: 407.792.0018 |C: 321.303.2543 |F: 407.878.7858
E-mail: jhoyle@thompsoncs.net

Nate Counsell, Executive Vice President
2601 Maitland Center Parkway, Maitland, FL 32751
O: 407.792.0018 |C: 407.619.2781 |F: 407.878.7858
E-mail: ncounsell@thompsoncs.net

Thompson has the experience and resources necessary to be responsive to the County's disaster debris monitoring services needs following a disaster incident. We stand prepared to guide the County through the debris removal and recovery process while working with FDEM and the FEMA Public Assistance program to achieve maximum disaster recovery cost reimbursement for the County. *Thompson understands terms, conditions, and pricing may be used by any public agency located in Polk County, and Attachment A has been provided within Tab 6*. We would be honored to serve as your disaster debris monitoring services provider and stand prepared to exceed the service expectations that the County has established.

Best regards,
THOMPSON CONSULTING SERVICES, LLC

Jon Hoyle, President

TAB 2
Experience & Expertise

Firm Overview & Organization

Thompson Consulting Services, LLC is organized as a subsidiary of Thompson Holdings, Inc. (Thompson) which also includes affiliate companies Thompson Engineering, Inc. and Watermark Design Group. Thompson offers an array of services through our family of companies, from specializing in debris response and recovery services, grant application and development, infrastructure, and housing mitigation; to full service engineering, environmental consulting, surveying, and construction support services; and a full complement of architectural, planning and interior design services.

THOMPSON FAMILY OF COMPANIES

thompson CONSULTING SERVICES

thompson ENGINEERING

watermark DESIGN

What began as a small company doing basic soils and materials testing in Mobile, Alabama has since grown into a national corporation with corporate and branch offices throughout the southeastern United States. Our ongoing success, strong growth, consistent project delivery and commitment to 100% client satisfaction can be traced back to when our founder, Vester J. Thompson, established the high standards that lay the foundation of our work ethic. These standards of excellence in workmanship; innovative solutions; timely, responsive service; and cost effectiveness are still upheld today.

As a 100% employee-owned company with more than 650 personnel spanning 26 corporate and branch offices throughout the United States, Thompson maintains a universal commitment to excellence in workmanship, innovative solutions, timely responsive service, and cost effectiveness. These standards are the foundation for Thompson's excellence in project quality and delivery. Thompson's staff has a vested interest in providing safe, quality driven, successful projects that are completed on time and within budget.

Thompson Consulting Services will serve as the contracting entity for the services requested by Polk County, Florida (County).

Years of Experience

Thompson was founded in 1953 and has supported various local, state, and federal entities, including the United States Army Corps of Engineers (USACE), throughout the Nation conduct monitoring, QA/QC, and inspection services for a variety of engineering, construction, environmental and disaster recovery projects. In 2011, Thompson Consulting Services, LLC was formed to focus solely on disaster preparedness, response, and recovery service offerings. Thompson brings over 72 years of experience to the County through our family of companies and personnel.

Office Locations

With 26 corporate and satellite offices scattered throughout the Southeast United States, Thompson has the resources and capabilities to support the County's debris monitoring needs from near and afar. The County's contract will be serviced from Thompson's corporate office in Maitland, Florida. In addition, Thompson is experienced and capable of establishing a field office within the County should the need arise. ***A complete list of office locations has been provided in Tab 3, Resources & Availability.***

Disaster Response Experience

Thompson has provided disaster response and recovery services to over 400 federal, state, and local government entities in planning for and responding to a variety of disaster incidents, such as hurricanes, tornados, floods, ice storms, wildfires, earthquakes, oil spills and other natural disasters. Our emergency response and disaster recovery consultants have over 75 years of combined experience and have responded to some of the most devastating incidents to impact the United States in the last two decades. This work has resulted in the documentation of over 165 million cubic yards of debris and our clients successfully applying for and retaining more than $5.5 billion of federal grant funding.

Our approach to providing disaster response and recovery services to the County maintains a primary focus on the efficient and effective utilization of available resources while assisting the County in navigating the funding and compliance channels of the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.

Thompson's consultants have performed debris monitoring and grant administration services for over 70 Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) reimbursable federally declared disasters and emergencies. A summary of our experience is provided in the table below and a comprehensive staff experience matrix shall be provided upon request.

Table 2-1: Grant Programs and Funding Administered by Disaster

Disaster	Year	Grant Funds Administered	Disaster	Year	Grant Funds Administered
California Wildfires (FEMA DR-4856)	2025	TBD	Hurricane Harvey (FEMA DR-4332)	2017	$20,000,000
KY Severe Storms (FEMA DR-4860, 4875)	2025	TBD	Hurricane Matthew (FEMA DR-4283-86)	2016	$100,000,000
Missouri Tornados (FEMA DR-4877)	2025	TBD	LA Severe Flooding (FEMA DR-4277)	2015	$65,000,000
Texas Storms & Flooding (FEMA DR-4879)	2025	TBD	SC Severe Flooding (FEMA DR-4241)	2015	$35,000,000
Hurricane Milton (FEMA DR-4834)	2024	$228,000,000	Winter Storm Pandora (FEMA DR-4211)	2015	$750,000
Hurricane Helene (FEMA DR-4827 - 4831)	2024	$396,000,000	Winter Storm Pax (FEMA DR-4166)	2014	$200,000,000
Hurricane Debby (FEMA DR-4806)	2024	$9,450,000	Hurricane Sandy (FEMA DR-4085-4086)	2012	$250,000,000
Hurricane Beryl (FEMA-DR-4738)	2024	$250,000,000	Hurricane Isaac (FEMA DR-4080-4081)	2012	$2,000,000
TX Severe Storms (FEMA DR-4781)	2024	$90,000,000	Indiana Tornados (FEMA DR-4058)	2012	$2,500,000
Hawaii Wildfires (FEMA DR-4724)	2023	$125,000,000	Hurricane Irene (FEMA DR-4024)	2011	$4,500,000
Hurricane Idalia (FEMA DR-738, 4734)	2023	$46,400,000	Alabama Tornados (FEMA DR-1971)	2011	$25,000,000
AL Severe Storms (FEMA DR-4684)	2023	$5,800,000	Iowa Flooding (FEMA DR-1763)	2010	$1,640,325
New Mexico Wildfires (FEMA DR-4652)	2022	$31,000,000	MA Snow Storm (FEMA DR-1813)	2009	$896,475
Hurricane Ian (FEMA DR-4673)	2022	$311,100,000	Hurricane Ike (FEMA DR-1791)	2008	$445,504,160
KY Severe Storms (FEMA DR-4630)	2021	$138,700,000	Hurricane Gustav (FEMA DR-1786)	2008	$19,374,540
Hurricane Ida (FEMA DR-4611)	2021	$283,300,000	Hurricane Dolly (FEMA DR-1780)	2008	$17,241,000
Hurricane Zeta (FEMA DR-4576)	2020	$23,000,000	Missouri Ice Storm (FEMA DR-1676)	2007	$31,523,000
Hurricane Sally (FEMA DR-4563,4564)	2020	$180,000,000	New York Winter Storm (FEMA DR-1665)	2006	$20,700,000
Hurricane Laura (FEMA DR-4559)	2020	$48,000,000	Hurricane Wilma (FEMA DR-1609)	2005	$214,491,000
Hurricane Dorian (FEMA DR-4465)	2019	$5,000,000	Hurricane Rita (FEMA DR 1606)	2005	$96,000,000
Hurricane Michael (FEMA DR-4399, 4400)	2018	$40,000,000	Hurricane Katrina (FEMA DR 1602-1604)	2005	$914,304,040
Hurricane Florence (FEMA DR-4393, 4394)	2018	$12,000,000	Hurricane Ivan (FEMA DR-1551)	2004	$243,332,500
Hurricane Maria (FEMA DR-4339)	2017	$44,600,000	Hurricane Frances (FEMA DR-1545)	2004	$5,000,000
Hurricane Irma (FEMA DR-4337, 4338)	2017	$100,000,000	Hurricane Charley (FEMA DR-1539)	2004	$97,085,850

Thompson's clients benefit from our long and consistent history in providing disaster response and recovery services through the incorporation of program management best practices gained over the years and understanding of current federal disaster recovery guidelines and procedures.

Successful Reimbursement Assistance

5.5+ billion in federal grant funding

Thompson's clients benefit from our long and consistent history in providing disaster response and recovery services. Our proposed team has assisted some of the largest government agencies impacted by natural disasters to recover and retain FEMA Public Assistance grant funding for debris removal, force account operations and complex infrastructure repair, replacement, and mitigation projects. Our past work includes but is not limited to the following projects:

- 2024 – Hurricane Helene & Milton: $476M Reimbursement | 58 clients – GA, SC, FL, NC & TN
- 2023 – Wildfire Support New Mexico: $239M Reimbursement | 3 clients – NM
- 2022 – Hurricane Ian & Tropical Storm Nicole: $149M Reimbursement | 4 clients – FL
- 2020 – Hurricanes Laura, Sally & Zeta: $160M Reimbursement | 4 clients – AL, FL & LA
- 2016 & 2017 – Hurricane Matthew & Irma: $100M Reimbursement | 6 clients – FL

Thompson is proud to have a 100% success rate with adhering to FEMA Public Assistance regulations. Thompson does not have any closed, active, or pending FEMA disputes, audits, or lawsuits. In addition, Thompson is not aware of any denials for eligible service/work items performed for our clients.

United States Army Corp of Engineers (USACE) Experience

As one of three firms with a USACE ACI validated automated debris management systems (ADMS), Thompson is a leading provider of debris removal monitoring for USACE recovery missions. Over the last five years Thompson has been activated to support the USACE following 6 unique disaster events accounting for over 35 task order assignments throughout Georgia, Hawaii, Kentucky, North Carolina, Tennessee, and California resulting in the removal of over 6.5 million cubic yards and 408,000 tons of debris. This project experience includes performing recovery services on behalf of USACE following the catastrophic wildfires in Lahaina on the Island of Maui in 2023, the devastating tornados that impacted the City of Mayfield and Graves County, Kentucky in 2021, Hurricane Helene recovery missions across North Carolina in 2024, as well as the widespread and damaging California wildfires in 2025.

State of Florida & Polk County Experience



extensive Florida experience

Thompson's consultants have responded to disaster incidents in Florida since Hurricane Charlie in 2004. Recently, Thompson has provided debris removal monitoring and grant consulting services to Florida clients following Hurricanes Matthew in 2016, Irma in 2017, Michael in 2018, Sally in 2020, Ian in 2022, and Debby, Helene, and Milton in 2024. Thompson has responded to 8 federally declared disaster incidents in the State of Florida and supported over 82 local and state clients in monitoring and documenting over 46 million cubic yards of disaster debris.

Clients across the Nation continue to choose Thompson as their disaster recovery and debris monitoring services provider year after year. Many of our Florida clients have retained Thompson's FEMA public assistance consulting and debris monitoring services for 12 years or more spanning multiple competitive procurements.

In addition, Thompson has served as Polk County's secondary debris monitoring services provider since 2022. We have a unique understanding of the County's infrastructure, personnel, departments, and potential operational challenges following a disaster event. We are well positioned to continue working closely with the County, the Florida Division of Emergency Management, Florida Department of Transportation and the Florida Department of Environmental Quality to implement a compliant and efficient disaster debris removal monitoring program.

Select Project History

The following select five (5) project examples highlight our experience and capabilities performing similar services to the scope of work requested by the County and include several recent examples that demonstrate our experience and ability to guide local governments to meet the FEMA Public Assistance Program eligibility requirements for debris removal and monitoring.

In addition, many of these projects provide evidence of our ability to perform damage assessment, right-of-way monitoring, hazardous leaner/hanger removal, private property debris removal (PPDR), disposal site monitoring, solid and hazardous waste management, and FEMA reimbursement. Thompson's key proposed staff have assisted all of the clients provided below following disaster events. ***As requested, completed Survey Questionnaire Forms for the projects/clients listed below have been provided in Tab 5.***

Thompson's experience includes the documentation of over 165M cubic yards of debris and over 48 individual projects resulting in the removal over 1M cubic yards of debris using our U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative certified automated debris management system (ADMS), the Thompson Data Management Suite (TDMS). TDMS has been deployed by Thompson on nearly every FEMA eligible disaster debris removal monitoring project that we have performed since 2012 and was re-validated by the U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative in 2023. Thompson encourages the County to fully vet proposer's experience, ability to respond, and advancements in disaster recovery technologies during the evaluation process.

Lee County, Florida — 2017, 2022, 2024

Disaster Debris Removal Monitoring — Debris Quantity: 11,089,400 CY

Reference: Kylar Johnson, Public Utilities Manager, Recovery & Resiliency
6431 Topaz Ct., Ft. Myers, FL 33966
239-533-8000 | kjohnson2@leegov.com

Peak Monitor Assignments: 1,013
Cost of Services: $ 14,600,000
Temporary DMS Sites: 51



Thompson has served as the County's on-call disaster debris removal monitoring services provider since 2013. During this time, Thompson has supported the County in administering complex and large-scale recovery programs including right-of-way debris removal monitoring, waterway clean-up efforts, vessel identification and removal projects, hazardous tree and limb work, as well as special debris removal programs throughout County maintained facilities and parks.

2024 Hurricanes Helene & Milton: The State of Florida was severely impacted by back-to-back Hurricanes Helene and Milton in 2024 which produced a large amount of damage and debris. Thompson assisted the County in their recovery efforts which included programs such as right-of-way debris removal, hazardous and hanging limbs and tree removal, as well as debris removal from County parks, and sand remediation/sifting projects. Thompson monitored the removal of over 587,200 cubic yards of debris and over 660 units of e-waste and white goods throughout the County resulting from the disaster events. This included monitoring debris disposal at eleven (11) active debris management sites and staffing over 120 temporary field staff.

2022 Hurricane Ian: Hurricane Ian was one of the deadliest hurricanes to impact the State of Florida and caused widespread flooding and extensive damage. Lee County was greatly impacted due to storm surge and high winds causing large amounts of debris and infrastructure damage. Thompson was once again called upon by the County to provide debris removal monitoring and recovery services and was able to respond immediately. Thompson assisted the County perform right-of-way debris and hazardous/hanging limbs and tree removal, waterway and vessel removal operations, and removal efforts throughout County maintained parks and facilities. Thus far, Thompson has substantiated the removal of over 8,580,000 cubic yards of debris, approximately 22,700 units of white goods and e-waste, and over 45,000 hazardous limbs and trees throughout the County.

2017 Hurricane Irma: As Lee County braced for the potential impact of Hurricane Irma, the strongest Atlantic basin hurricane ever recorded, they activated Thompson's contract for debris removal monitoring services, and Thompson prepared to deploy a response team to the County immediately following the passage of Hurricane Irma. Hurricane Irma made a secondary U.S. landfall just South of Lee County, however still passed through the County as a strong devastating storm. Hurricane Irma left property damage, flooding from rainfall, and downed trees and power lines throughout the County.

Thompson began operations immediately upon receiving a notice to proceed and working closely with the County's debris removal contractor to quickly begin debris removal operations. Thompson monitored the removal of over 2,356,000 cubic yards of debris from County ROW, and performed special debris removal programs including commercial, parks, and utilities ROW removal monitoring. Thomson also monitored the removal of over 70,000 hazardous limbs, and 4,000 trees throughout the County. In addition, Thompson substantiated the removal of nearly 10,000 CY of vegetation from County waterways.

Terrebonne Parish, Louisiana — 2012, 2019, 2020, 2021, 2024

Disaster Debris Removal Monitoring & PPDR — Debris Quantity: 4,697,500 CY

Reference: Clay Naquin, Solid Waste Administrator
301 Plant Road, Houma, LA 70363
985-873-6739 | cnaquin@tpcg.org

Peak Monitor Assignments: 120
Cost of Services: $ 5,573,000
Temporary DMS Sites: 6



Thompson has served as the Parish's disaster recovery services provider since 2012 spanning multiple competitive procurements. During this time, Thompson has been activated following five (5) federally declared hurricane events resulting in debris removal programs being administered throughout Parish right-of-way, waterways and levee, and private properties. In addition, Thompson assisted in in the assessment and documentation of hazardous and hanging limbs, trees, and stumps.

2024 Hurricane Francine: The Parish once again activated Thompson's standby disaster recovery and debris removal monitoring services agreement following the severe impacts of Hurricane Francine. Thompson assisted the Parish in performing right-of-way debris removal, levee and waterway debris removal, and hazardous tree and limb removal programs accounting for the collection and disposal of over 252,500 cubic yards of debris and over 375 hanging/leaning trees and limbs.

2021 Hurricane Ida: Following the devastating effects of Hurricane Ida, Thompson was activated by the Parish to monitor debris removal efforts. The Parish performed various debris removal operations including right-of-way debris removal, private property debris removal and program administration, hazardous leaning/hanging trees and limb removal, and waterway/marine debris removal. Overall, Thompson monitored the removal of over 4.3 million cubic yards of debris from the Parish including over 13,000 cubic yards of debris from parish waterways and over 5,600 hazardous hanging limbs and leaning trees.

2020 Hurricane Zeta: In October 2020, Hurricane Zeta produced extremely strong winds and heavy rains causing severe damage to the Southeastern United States. The Parish activated Thompson's stand-by debris monitoring contract to support right-of-way debris removal operations throughout the Parish. Thompson was able to quickly mobilize and perform expeditious and efficient monitoring of the removal of over 12,000 cubic yards of debris from the Parish.

2019 Hurricane Barry: Following Hurricane Barry, the Parish activated Thompson to assist in monitoring and documenting debris removal efforts. Thompson immediately mobilized to the Parish and began implementing debris removal monitoring operations. In just two weeks, Thompson substantiated nearly 52,000 cubic yards of debris and assisted the Parish in a swift and efficient recovery operation.

2012 Hurricane Isaac: After Hurricane Isaac made landfall, Thompson immediately responded to Terrebonne Parish by deploying a field management team to train and on-board local residents to monitor and document emergency push and debris removal operations. Thompson worked with Terrebonne Parish on an expedited debris removal schedule, and after close coordination with the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), Louisiana Department of Environmental Quality (LDEQ), and FEMA, completed emergency time and materials as well as ROW debris removal in less than 30 days. Thompson managed and documented the removal of nearly 56,000 CY of debris in order to satisfy FEMA and State reimbursement requirements.

Travis County, Texas

July 2025 – Sept. 2025

Hazardous Site Assessment & Debris Removal Monitoring

Debris Quantity: 185,000 CY

Reference: Emily Ackland, Division Director
700 Lavaca Street, 5th Floor Travis County Admin. Building
541-905-5013| Emily.Ackland@traviscountytx.gov

Peak Monitor Assignments: 90
Cost of Services: $ 5,104,115
Temporary DMS Sites: 3



Thompson has served as the County's disaster debris removal monitoring services since 2025 and was activated following severe flooding that produced widespread debris throughout County right-of-way, private properties, and waterways.

2025 Severe Flooding: In July of 2025, the Hill Country region of Texas experienced significant and prolonged rainfall resulting in severe flash flooding. The Big Sandy Creek and Cow Creek within Travis County rose to historic levels and caused severe flooding within areas of the County. As the County's stand-by disaster recovery services provider, Thompson responded immediately with personnel and equipment following a notice-to-proceed. Thompson first assisted the County with right-of-way and citizen drop off monitoring. However, the County also required specialized services related to private property debris removal (PPDR) and waterways assessments.

As part of the PPDR program, Thompson assisted the County in obtaining right-of-entry (ROE) agreements and verification of ownership through tax records and parcel maps. Following the collection of ROEs, Thompson completed outreach to residents to arrange for Hazard Site Assessment (HSA) to be completed. Thompson completed 79 HSA reports to document property conditions, underground utilities, overhead power lines, septic systems, vehicles, vessels, and eligible disaster debris. Additionally, Thompson monitored the removal of debris from 39 properties before the County transitioned to a State managed debris removal program. Prior to that transition, Thompson monitored and documented the removal of over 119,000 cubic yards of debris from right-of-way, private property, and waterways in less than sixty (60) days.

Emanuel County, Georgia

Oct. 2024 – May 2025

Disaster Debris Removal Monitoring & Parks Projects

Debris Quantity: 2,642,000 CY

Reference: L. Guy Singletary, County Administrator
124 North Main Street, Swainsboro, GA 30401
478-237-3881 | lgsingletary@emanuelco-ga.gov

Peak Monitor Assignments: 205
Cost of Services: $ 6,094,000
Temporary DMS Sites: 5

2024 Hurricane Helene: Several states across the Southeastern United States, including Georgia, were impacted by severe and widespread destruction and loss of life following Hurricane Helene. Emanuel County suffered significant damage and was in need of immediate assistance from disaster recovery consultants. Under an exigent services agreement, Thompson deployed personnel and equipment immediately beginning operations as quickly as possible. Thompson provided debris removal monitoring services including assisting the County perform right-of-way debris removal, parks and schools' debris removal, and hazardous limbs and trees removal projects. To date, Thompson has substantiated the removal of approximately 2,642,000 cubic yards of debris from County right-of-way as well as 49,200 hazardous limbs and trees.

City of Tampa, Florida

Oct. – Nov. 2024 / Oct. 2024 – Jan. 2025

Disaster Debris Removal Monitoring

Debris Quantity: 1,410,500 CY

Reference: Jonathan Kane, Audit & Contracts Supervisor, Solid Waste
4010 West Spruce Street, Tampa, FL 33607
813-348-6529 | Jonathan.Kane@tampagov.net

Peak Monitor Assignments: 359
Cost of Services: $ 4,800,000
Temporary DMS Sites: 9

Thompson has served as the on-call disaster debris monitoring services provider on behalf of the City of Tampa since 2023. During that time, Thompson has supported preparedness measures and maintained operational readiness in the event that our services were needed. Thompson was activated by the City to provide recovery services following Hurricanes Helene and Milton in 2024 which resulted in right-of-way debris removal and hazardous hanging and leaning limb removal.

2024 Hurricane Helene & Milton: The City suffered widespread damage as a result of Hurricanes Helene and Milton. Following the passing of Helene, the City activated Thompson to begin debris removal operations throughout the City. This work resulted in the removal of approximately 55,000 cubic yards of debris completing projects in less than 30-days.

Hurricane Milton made landfall within weeks of Helene and caused significant damage. Already mobilized, Thompson immediately began to staff and monitor separate debris removal operations ensuring maximum FEMA reimbursement for the City. The City performed separate right-of-way debris removal programs as well as hazardous hanging and leaning limb/tree removal, and Thompson substantiated the removal of over 1,410,500 cubic yards of debris and approximately 23,000 hazardous trees and limbs across both disasters. Thompson was able to complete Hurricane Milton operations, which accounted for over 1.3 million cubic yards of debris, in approximately 120 days.

Key Personnel

Thompson is committed to staffing the County's emergency debris removal monitoring and related services project in accordance with the management staffing and key personnel proposed herein. Our technical approach is designed to be scalable in nature in order to effectively respond to both minor and catastrophic debris generating events as well as adjust to the changing needs of the County throughout the recovery process. The following table summarizes the background and experience of our key personnel and outlines our staff's extensive experience managing and monitoring projects of all size and scale, including many resulting in the documentation of over 1,000,000 cubic yards on behalf of local and state governments. *As requested, resumes and additional information on proposed staff experience and qualifications can be found in Tab 3 and Exhibit 3-1.*

Table 2-1: Resume Summary of Project Team Experience

Name, Education, Background	Representative Experience	
Jon Hoyle | Principal-in-Charge		
MBA – Finance/Management 20 Years of experience	– Escambia County, FL – 3,700,000 CY – Puerto Rico DOT – 1,000,000 CY – Lee County, FL – 2,300,000 CY	– South Carolina DOT – 3,000,000 CY – Aiken County, SC – 1,500,000 CY – Harris County, TX – 2,500,000 CY
Simon Carlyle | Client Liaison		
20 Years of experience	– Calcasieu Parish, LA – 6,700,000 CY – City of Lake Charles, LA – 3,400,000 CY – Baldwin Co, AL – 4,400,000 CY	– Pinellas Co, FL – 380,000 CY – Sarasota Co, FL – 288,000 CY – Beaufort Co, SC – 1,700,000 CY
Oliver Yao | Project Controller		
MS – Management & Finance 19 Years of experience	– Beaufort Co, SC – 1,700,000 CY – Baldwin Co, AL – 4,400,000 CY – Bay County, FL – 1,200,000 CY	– Hidalgo Co, TX – 187,000 CY – Hamilton Co, TN – 408,000 CY – Linn Co, IA – 1,100,000 CY
Paul Lehman | Project Manager		
12 Years of experience	– Jefferson Davis Parish, LA – 215,000 CY – Puerto Rico DOT – 400,000 CY – Fort Lauderdale, FL – 460,000 CY	– City of DeLand, FL – 130,000 CY – Daytona Beach, FL – 330,000 CY – Georgetown County, SC – 100,000 CY
Tomás Ortiz | Operations Manager		
8 Years of experience	– City of Tampa, FL – 1,410,500 CY – Fort Myers Beach, FL – 1,300,000 CY – Jefferson Parish, LA – 2,359,000 CY	– Jackson Co, MS – 438,000 – City of Lake Jackson, TX – 362,000 CY – Hillsborough Co, FL – 7,183,000 CY
Jonathan Clark | FEMA Public Assistance Liaison		
20 Years of experience MS – Business Management	– Hurricane Irma - $112,000,000 – Denham Springs, LA - $20,000,000 – SCDOT - $195,000,000	– State of New York - $200,000,000 – State of Louisiana - $150,000,000 – Escambia County, FL – $192,000,000
Danny Gardner | Data Manager		
MBA – Finance/Management 18 Years of experience	– SWA Palm Beach Co – 2,300,000 CY – Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY	– Alabama DOT – 870,000 CY – South Carolina DOT – 3,000,000 CY – Escambia County, FL – 3,700,000 CY

Name, Education, Background	Representative Experience	
Nicole Lehman | Planning and Preparedness / Client Liaison		
BA – Psychology & Spanish 18 Years of experience	– Puerto Rico DOT – 400,000 CY – Fort Lauderdale, FL – 460,000 CY – St. Augustine, FL – 83,000 CY	– Chatham Co, GA – 1,400,000 CY – Daytona Beach, FL – 330,000 CY – Escambia County, FL – 3,700,000 CY
Patrick Gardner | GIS / Environmental		
MS – Fisheries & Aquatic Sciences BS – Marine Science 10 Years of experience	– Gadsden County, FL – 900,000 CY – SWA Palm Beach Co, FL – 3,200,000 CY – Fort Lauderdale, FL – 400,000 CY	– Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 3,000,000 CY

Thompson's proposed team has assisted some of the largest government agencies plan for disaster debris generating incidents, substantiate debris removal operations and recover and retain FEMA Public Assistance grant funding for debris removal, force account operations and complex infrastructure repair, replacement, and mitigation projects.

TAB 3
Resources & Availability

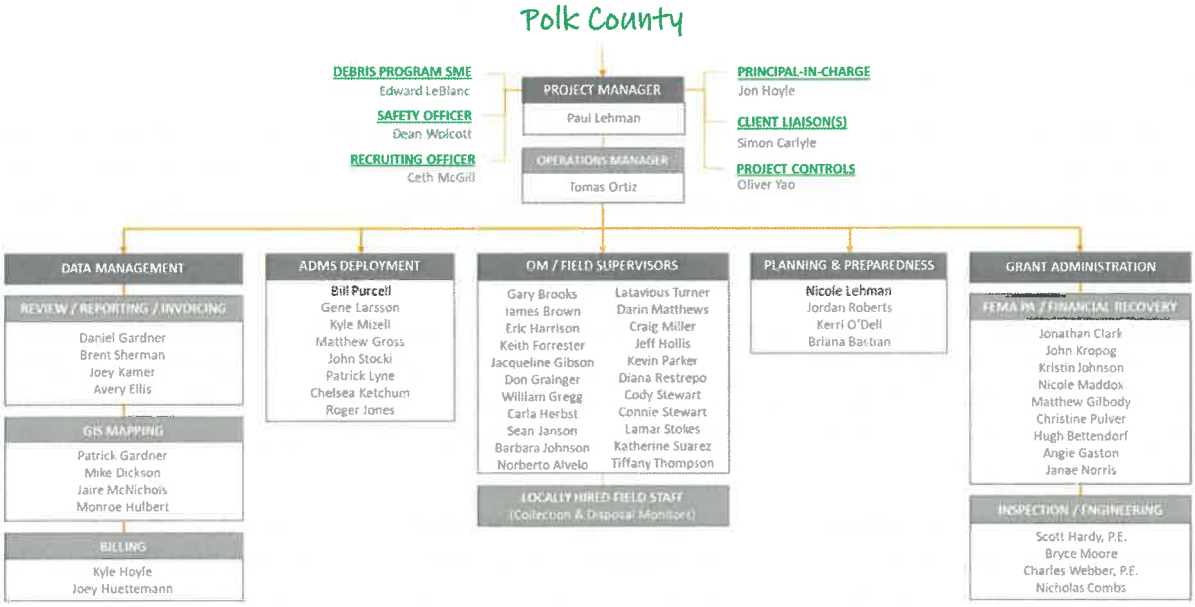
Staff Resources

Thompson's staff of consultants is amongst the most educated, qualified, and dynamic in the industry. Our personnel are disaster recovery and response experts, business, and financial consultants; registered professional engineers, geologists, and surveyors; scientists; and technical professionals in the following disciplines: civil, structural, environmental, geotechnical, hydraulic, mechanical, and electrical engineering. We have over 650 multi-disciplined personnel on staff with diverse qualifications that can be drawn upon to address any project needs, including a network of more than 260 on-call debris removal monitoring managers and supervisors and more than 1,000 inspectors.

Dedicated Project Team & Availability

Thompson is committed to staffing the County's disaster debris monitoring and recovery services requirements in accordance with the management staffing and key personnel proposed herein. The following organizational chart graphically presents Thompson's proposed project staffing and key personnel.

Figure 3-1: Organizational Chart



Thompson has carefully appointed our project team to ensure dedicated personnel are available to the County including a dedicated project manager, Paul Lehman, with over ten 10 years of experience who will support the County throughout the term of the contract, as well as dedicated operations manager, Tomás Ortiz and client liaison, Simon Carlyle.

The following graphic represents the current commitment over the next year of key members of the assigned project personnel. The exact number of dedicated days of each assigned staff member as well as the various quantity of staff will vary depending on the severity and length of a disaster event and the subsequent recovery process.

Figure 3-2: Availability – Assigned Personnel



Our dedicated personnel have the capacity to support the County, and our extensive volume of resources means the County can rest assured Thompson is fully equipped to fulfil the scope of services requested by the County. Following a future disaster, the County can expect the priority treatment that Thompson is committed to delivering. *A Summary of staff qualifications is in Tab 2, Experience and Expertise and resumes detailing experience and qualifications of Thompson's proposed key personnel have been provided in Exhibit 3-1.*

Local Debris Removal Monitor Labor Force Sourcing

Our proposed staffing plan is designed to be flexible and scalable so that we can effectively and efficiently respond to the County's needs. We maintain a staff of full-time and on-call disaster debris monitoring experts, consultants and supervisors that will be available to support debris removal monitoring operations. In addition, Thompson maintains professional human resources and recruiting staff that have over 13 years of experience in disaster response and recovery services available to assist in identifying and placing personnel.

It is Thompson's intent to fill temporary debris monitoring positions with qualified County residents in need of work. Thompson will provide qualified residents with safety training and on the job training with experienced debris monitoring supervisors. We will make sure that all local hires are properly trained prior to being deployed to monitor a debris removal crew. In addition, this effort will help residents participate in the County's recovery efforts with a *meaningful impact* and earn a *competitive hourly wage*.

Thompson maintains a national recruiting and hiring database comprised of 19,000 temporary and on-call debris removal monitors, field supervisors, inspectors, etc. that have previously served in such roles with Thompson. This includes more than 9,500 Florida residents who can be contacted to expedite and supplement disaster recovery needs. Local hiring is prioritized; however, Thompson has the capacity to supplement the County's staffing as needed.

Subcontractor Participation

Thompson maintains the resources and experience to fulfill the scope of work requested by the County without the need to employ an additional subcontractor. However, should the scope of work expand to include an opportunity to engage additional resources, Thompson will work with the County to identify an appropriate subcontractor.

We actively seek opportunities to connect with partners that will best serve our clients, should the need arise. We often encourage and engage the participation of disadvantaged business enterprises (DBE) to include small, minority, and women owned business enterprises in the communities where we work and have over 25 pre-positioned agreements with DBE subconsultants across the United States. Thompson has utilized DBE subconsultants on state, federal, and municipal projects involving specific goals and/or federal funds or grants and has invested millions in DBE subcontracting. Thompson has a proven history of meeting or exceeding our subcontracting goals on past projects, and we will take all steps to confirm compliance with all applicable federal or state laws or ordinances for DBE participation, including 2 CFR 200.321.

Office & Equipment Resources

Office Locations

With 26 corporate and satellite offices scattered throughout the Southeast United States, Thompson has the resources and capabilities to support the County's disaster debris monitoring needs from near and afar. A list of our office locations is provided below.

- Atlanta, Georgia
- Baton Rouge, Louisiana
- Chattanooga, Tennessee
- Dallas, Texas
- Dothan, Alabama
- Evergreen, Alabama
- Harriman, Tennessee
- Helena, Alabama
- Houston, Texas
- Jackson, Mississippi
- Kenner, Louisiana
- Knoxville, Tennessee
- Lake Charles, Louisiana
- *Maitland, Florida*
- Metairie, Louisiana
- Millington, Tennessee
- Mobile, Alabama
- Moss Point, Mississippi
- Nashville, Tennessee
- Orange, Texas
- Pelham, Alabama
- *Pensacola, Florida*
- Richland, Mississippi
- Savannah, Georgia
- Troy, Alabama
- Tuscaloosa, Alabama

Mobile Office Capabilities

Thompson knows immediately following a disaster incident access to a project operations office and communications infrastructure is critical to building a local workforce, however with the potential for office facilities and hotels being damaged in the event, it is imperative to have a reliable alternative. Therefore, Thompson has invested in a fully functional mobile field office that can be utilized to implement initial debris removal monitoring operations regardless of environmental conditions. We can travel directly to impacted communities and implement onboarding and equipment staging from the mobile field office, and with integrated satellite capabilities, our mobile office can serve as a communication center. ***Thompson deployed our mobile field office following Hurricanes Laura, Sally, Delta, and Zeta in 2020, Hurricane Ida in 2021, Hurricane Ian in 2022, and Hurricanes Beryl and Helene in 2024.***

Equipment Resources

Thompson has provided disaster recovery services to various clients over the years and has not had any issues with supplying sufficient amounts of equipment. However, we do have pre-event contracts in place to provide additional supplies as needed within 24-hours. All equipment listed will be available to support the County during preparedness measures and post-disaster operations. The following items are supplied to field personnel before mobilization:

- Safety Equipment: Hard hats, safety glasses, and safety vests are provided to all personnel. All personnel are required to wear steel-toed boots at their own expense. Field supervisors are provided with medical kits.
- Communication Device: Cell phones, and/or radios are provided to field personnel based upon project needs.

- Laptops and Portable Printers / Scanners / Copiers / Fax Machines: These items are provided to the Thompson Team's management personnel for use in vehicles or mobile command centers as needed.
- Additional Field / Office Supplies: All necessary forms (field documents, truck certification, etc.) and office supplies are kept in stock and provided prior to mobilization.

A listing of our office and field equipment is shown in the following table.

Table 3-1: Available Field Equipment

Resources/Field Equipment	Quantity	Resources/Field Equipment	Quantity
Offices	26	Full Time Employees	650
ADMS Sets	3,500	Stand-by Disaster Recovery Employees	1,200
Computer – Desktop Station	175	Printers / Copier – Color Laser	100
Computer – Laptop	175	Printers – Black and White Laser	25
Starlink Units	43	Printer / Copier / Scanner / Fax– Portable	30
MiFi Access Point	50	Digital Cameras	25
Communication – Cell Phones	213	Handheld GPS Units	100
Communication – Radios	83	Boats (12' to 22')	10
Communication – Desktop Phones	350	Trucks	6

Thompson staffs a full-time equipment and logistics team that performs rigorous quality control tests on all equipment utilized during project operations both before deployment and upon return from the field. Depending on the size and severity of an event, a member of this team is either deployed or is made available virtually and in real-time for the duration of a project to ensure equipment is configured and working properly. A complete inventory of equipment is done quarterly to account for and replace lost or damaged field items. In addition, Thompson maintains several storage locations in the Southeast including in Maitland, Florida, and Mobile, Alabama.

Connectivity Equipment

Dependable infrastructure and communication access is not only necessary during immediate project staffing or mobilization, but also throughout project operations to ensure quicker and more efficient data collection and reporting. Therefore, Thompson has invested in 43 highly portable Starlink units that allow access to high-speed internet via satellites to clients across the United States and Caribbean.

Although our debris removal monitoring technologies, such as TDMS*mobile* have a disconnected architecture and are fully operational in a post storm environment where cellular networks are compromised or destroyed, the Starlink units give field teams the ability to move from a disconnected environment with nightly data uploads to near-real time, connected operations. This allows for quicker reporting and data QA/QC activities. Additionally, these units support Wi-Fi calling and texting increasing communication and safety of field teams located in remote or desolate areas. Thompson's Starlink units have been utilized on the following projects:

2024 Florida, Georgia, South Carolina, North Carolina, Tennessee: units were deployed to support field operations and local data centers in response to widespread, catastrophic damage across remote areas of the southeast caused by back-to back hurricanes Debby, Helene, and Milton.

2023 New Mexico: units were used to support field operations and local data center in the Calf Canyon / Hermits Peak area following widespread fires throughout remote areas of northern New Mexico.

2022 Southwest Florida: units were deployed to the barrier islands following the devastating impacts of Hurricane Ian which completely destroyed cellular connectivity and communications infrastructure.

2022 Puerto Rico: units were utilized following Hurricane Fiona on the western portion of the island where cell connectivity was scarce.

EXHIBIT 3-1: KEY PERSONNEL RESUMES

thompson
CONSULTING SERVICES

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CONSULTING SERVICES

Jon Hoyle
President

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Thompson Consulting Services
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Maitland, Florida 32751

EDUCATION
BA: International Relations
MBA: Management and Finance

EXPERIENCE
20 years

PROGRAM EXPERIENCE
FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FHWA ER Program | CDBD Disaster Recovery | CDBG Housing

Mr. Hoyle has 20 years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 150 projects under contracts that total over $2.5 Billion in grant administration and recovery efforts that required the mobilization of over 10,000 personnel.

PROJECT EXPERIENCE

Hurricane Helene Disaster Recovery, State of Georgia, 2024 – 2025 | Mr. Hoyle served as the principal-in-charge during Thompson's state-wide Georgia mobilization in response to Hurricane Helene. Thompson conducted debris removal monitoring operations on behalf of 22 unique Georgia clients simultaneously. Mr. Hoyle was responsible for contract obligations and cost controls for all projects. Thompson provided debris monitoring and substantiation for more than 10.5M cubic yards of debris across Georgia.

New Mexico Department of Transportation, Wildfire and Mudflows 2022 – 2023 | Mora and San Miguel County, New Mexico were severely impacted by wildfire and mudflows in 2022. Following the completion of a United States Army Corps of Engineers debris removal program, the New Mexico Department of Transportation (NMDOT) was tasked with completing remaining Private Property Debris Removal (PPDR) and demolition activities. Mr. Hoyle served as principal-in-charge addressing the NMDOT's operational needs.

Hurricane Ida, Disaster Recovery Operations, State of Louisiana, 2021 – 2022 | Mr. Hoyle served as principal-in-charge during Thompson's state-wide mobilization in response to Hurricane Ida. Thompson conducted debris removal monitoring operations on behalf of 13 unique clients simultaneously. Mr. Hoyle ensured contract obligations were met and cost controls were closely monitored for all ongoing projects. Overall, Thompson monitored the removal of over 11.7M cubic yards of debris as of Hurricane Ida.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Hoyle served as principal-in-charge during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Thompson monitored the removal of more than 11.6M cubic yards of debris as a result of Hurricane Irma.

South Carolina Department of Transportation, Severe Flooding, 2015 - 2016 | Mr. Hoyle served on the Thompson management team during the SCDOT's response to statewide severe flooding. He was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring services on behalf of the SCDOT in 11 counties as well as FEAM PA services to identify and document damages to approximately 600 sites and prepared and submitted project worksheets totaling over $35M and including hazard mitigation measures.

Alabama Department of Conservation and Natural Resources (ADCNR), Disaster Management and Debris Monitoring, Alabama, 2011 | Mr. Hoyle served as the Project Manager for the disaster management and debris monitoring at Guntersville, Buck's Pocket, and Morgan's Cove State Parks following the crippling tornados of April 2011. The campgrounds were totally destroyed and massive amounts of debris were scattered in the roadways, trail systems, and fire lines. At peak, 90 crews were mobilized, managed, and monitored. Contract value totals $1.5M.

thompson
CONSULTING SERVICES

Simon Carlyle

Vice President

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EXPERIENCE

20 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FHWA ER Program | HUD CDBD Disaster Recovery | HUD CDBG Housing

Mr. Carlyle has twenty years of experience providing management and oversight for disaster response and recovery efforts throughout the United States. He has managed over 70 of the most devastating disaster events in Florida, Texas, Alabama, Virginia, Louisiana, South Carolina, Georgia, and Mississippi.

PROJECT EXPERIENCE

City of Houston, Texas, Disaster Recovery Operations, 2024 – 2025 | The City suffered from back-to-back disaster events including a severe storm and Hurricane Beryl in 2024. Mr. Carlyle served as the City's client liaison and coordinated closely with the City during complex and separate recovery efforts including right-of-way debris and hazardous hanging limb and trees removal operations as well as special programs in City parks and private gated property. Thompson monitored approximately 6.7 million cubic yards of debris.

State of Florida – Multiple Communities, Hurricane Ian, 2022 – 2023 | Mr. Carlyle served as the client liaison during mobilization efforts in response to the devastating impacts of Hurricane Ian. Mr. Carlyle managed multiple projects communicating with clients directly to address schedules and unique project goals/expectations. Thompson assisted 27 clients simultaneously the state and documented the removal of over 11.5M cubic yards of demolition and vegetative debris.

State of Louisiana – Multiple Communities, Hurricane Laura, 2020 - 2022 | Mr. Carlyle served as the regional manager to multiple cities and parishes following the devastating effects of Hurricane Laura. He coordinated and provided support during debris monitoring operations throughout the state.

Jefferson County & Orange County, Texas, Tropical Storm Imelda Disaster Recovery Operations, 2019 | Mr. Carlyle served as regional manager on behalf of Jefferson County and Orange County, Texas following the devastating effects of Tropical Storm Imelda. The storm caused wide-spread flooding and produced large quantities of debris throughout the state. Mr. Carlyle assisted the counties in the removal and substantiation of over 100,000 cubic yards of debris.

State of Texas – Multiple Communities, Hurricane Harvey Disaster Debris Monitoring & Recovery Services, 2017 – 2018 | Mr. Carlyle served as the regional manager for disaster debris removal monitoring in multiple cities and counties following Hurricane Harvey. Mr. Carlyle worked directly with impacted communities, scheduling debris removal operations and task orders, and communicating all project matters related to the counties, cities, and towns to city and county staff.

City of Sioux Falls, South Dakota, Severe Winter Storm Recovery Operations, 2013 | The City was impacted by a severe winter storm causing damage and hazardous debris. Mr. Carlyle served as the project manager overseeing the deployment and activation of staffing and equipment resources. Mr. Carlyle also assisted the City in utilizing unique mapping parameters and reporting protocols. Nearly 30,000 hazardous hanging limbs were removed from the City.

City of Waveland, Mississippi, Hurricane Katrina Disaster Recovery & Private Property Debris Removal, 2006 | The City was severely impacted by Hurricane Katrina and suffered widespread damage. Mr. Carlyle served as the project manager on behalf of the City and oversaw right-of-way debris removal operations, the removal of hazardous leaning and hanging limbs and trees, City parks debris removal operations, and private property debris removal projects.

thompson
CONSULTING SERVICES

Oliver Yao

Vice President

FIRM

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2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BA: Economics
MBA: Management and Finance

EXPERIENCE

18 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)

Mr. Yao has 18 years of experience providing program management and oversight of disaster response and recovery projects throughout the United States. His experience spans recovery efforts following hurricanes, tornadoes, ice storms, wildfires, and other debris generating incidents. Mr. Yao is a subject matter expert in FEMA Public Assistance criteria and documentation standards and has overseen the data management and documentation of over 116 million cubic yards of debris over the course of his career.

PROJECT EXPERIENCE

Houston, Texas, Severe Storms & Hurricane Beryl, 2024 – 2025 | The City of Houston was severely impacted by back-to-back disaster incidents in 2024, including Hurricane Beryl and damaging severe storms. Mr. Yao served as the project controls specialist overseeing operational needs and ensuring contract terms and budgets were kept. Thompson monitored the removal of over 5.6M cubic yards of debris from the City.

New Mexico Department of Transportation, Wildfire and Mudflows 2022-2023 | Mora and San Miguel County, New Mexico were severely impacted by wildfire and mudflows in 2022. Following the completion of a United States Army Corps of Engineers debris removal program, the New Mexico Department of Transportation (NMDOT) was tasked with completing remaining Private Property Debris Removal (PPDR) and demolition activities. Mr. Yao serves as a subject matter expert supporting NMDOT with PPDR and demolition program management and monitoring services.

Baldwin County, Alabama, Hurricane Sally Program Management, 2020 | Hurricane Sally impacted the State of Alabama as a strong Category 2 hurricane and caused extensive damages to Baldwin County. Mr. Yao served as part of the senior management team and supported project setup, documentation, staffing, reporting, and project controls. The project resulted over 4.4 million cubic yard of debris and over 46,000 hazardous trees and stumps. Mr. Yao also supported the County in responding to FEMA requests for information and supporting documentation.

State of Florida, Hurricane Michael Program Management, 2018 | Hurricane Michael impacted the Florida panhandle region as a Category 5 hurricane. Mr. Yao provided management and data oversight for 11 projects in Florida including Bay County, Franklin County, Wakulla County and the cities of Lynn Haven, Springfield, and Callaway. Mr. Yao supported the oversight and documentation of over 5.5 million cubic yards and over 21,000 hazardous trees.

State of South Carolina, Hurricane Matthew Program Management, 2016 | Mr. Yao served as a senior manager and data management coordinator for over 11 projects in South Carolina including Beaufort County and the Town of Hilton Head Island. Mr. Yao supported the documentation and reporting of over 4.4 million cubic yards of debris.

New Jersey Department of Environmental Protection, Hurricane Sandy, 2012 | Mr. Yao served as a senior manager and data management coordinator for NJDEP waterways debris removal program. This program included the removal of submerged and partially submerged hurricane debris as well as sediment removal that was a result of the hurricane.

State of Texas, Hurricane Ike Data Management, 2008 | Mr. Yao served as a senior data manager and was responsible for the coordination, data management, reporting, and invoice reconciliation of multiple projects including the City of Houston, City of Galveston, and Galveston County.

thompson
CONSULTING SERVICES

Edward LeBlanc

Director of Government Services / Debris Subject Matter Expert

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EDUCATION
BS: Civil Engineering

EXPERIENCE
27 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FHWA ER Program | HUD CDBD Disaster Recovery | HUD CDBG Housing

Mr. LeBlanc is an experienced leader with nearly three decades of experience with the United States Army Corps of Engineers (USACE). He has served in numerous roles including as a Debris Program Manager and Permanent cadre member and has responded to significant USACE responses such as Hurricanes Ivan, Katrina, Rita, Ian, and Helene; wildfire debris responses in California; and numerous other events, totaling over 50 individual disaster deployments. Mr. LeBlanc's experience spans across approximately 30 states and territories.

USACE Awards: Commander's Award 2005, 2011 & 2015; Achievement Medal 2011; Superior Civilian Service 2017; Meritorious Civilian Service Medal 2022

PREVIOUS PROJECT EXPERIENCE

State of California, SoCal Wildfires Disaster Recovery Operations, 2025 | Southern California suffered from a series of wildfires with Los Angeles County being the most severely impacted. Mr. LeBlanc served as both a senior advisor and team leader on behalf of the USACE during debris removal efforts and private property debris removal projects throughout Los Angeles County and other impacted areas.

States of North Carolina & Virginia, Hurricane Helene Recovery, 2024 | Hurricane Helene was one of the deadliest and costliest hurricanes to impact the United States. Wide-reaching, Helene produced devastating storm surge, damaging winds, and flooding across Florida, Georgia, South Carolina, North Carolina, Tennessee, and Virginia. Mr. LeBlanc assisted with recovery operations in North Carolina and Virginia, serving as a debris subject matter expert and a team leader for the USACE. Additionally, Mr. LeBlanc served as a debris subject matter expert/advisor to USACE/FEMA headquarters in Washington DC.

Island of Maui, Hawaii, Wildfires Disaster Recovery Operations, 2023 | In 2023, the state of Hawaii suffered from the impacts of severe wildfires with the Island of Maui experiencing the most devastation. On Maui, the Town of Lahaina experienced loss of life and widespread damage that necessitated long-term disaster recovery support. The United States Army Corps of Engineers (USACE) would be authorized to provide direct federal assistance to the Town of Lahaina and Maui County. Mr. LeBlanc served as a team leader on behalf of the USACE overseeing, assisting, and facilitating recovery operations as across the Island.

Puerto Rico & Florida, Hurricanes Ian & Fiona, 2022 | Mr. LeBlanc served as a USACE team leader during multiple disaster response activations in Florida and Puerto Rico following back-to-back Hurricanes Fiona and Ian. Hurricane Fiona brought severe flooding, extremely destructive winds, and infrastructure damage to Perto Rico while Hurricane Ian became one of the strongest and deadliest hurricanes to impact the State of Florida.

State of Louisiana, Hurricane Ida Regional Recovery, 2021 | Hurricane Ida caused catastrophic damage across Louisiana and the Gulf Coast bringing widespread flooding, storm surge, and destructive winds. Local infrastructure and many homes were destroyed following the impacts. Mr. LeBlanc served as a debris subject matter expert and was deployed to assist in the regional recovery efforts.

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CONSULTING SERVICES

Daniel Gardner

Vice President / Data Operations

FIRM

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EDUCATION

BSBA: Management Information Systems
MBA: Finance and Management

EXPERIENCE

16 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FEMA Severe Repetitive Loss Program | CDBD Disaster Recovery | CDBG Housing

Mr. Gardner has served a program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately $2 billion. His extensive understanding of the eligibility requirements, regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement. Mr. Gardner has assisted clients obtain funding from multiple federally funded grant programs including the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program and the FEMA Hazard Mitigation Grant Program (HMGP).

PROJECT EXPERIENCE

Hurricane Helene Disaster Recovery, State of Georgia, 2024 – 2025 | Mr. Gardner served as the data manager during Thompson's state-wide Georgia mobilization in response to Hurricane Helene. Thompson conducted debris removal monitoring operations on behalf of 22 unique Georgia clients simultaneously. Mr. Gardner was responsible for the overall data management, reconciliation, and daily reporting for all projects. Thompson provided debris monitoring and substantiation for more than 10.5M cubic yards of debris.

Hurricane Ida, Disaster Recovery Operations, State of Louisiana, 2021 – 2024 | The State of Louisiana was severely impacted by Hurricane Ida, and Thompson conducted debris removal monitoring operations on behalf of 13 unique clients simultaneously. Mr. Gardner served as the data manager during Thompson's mobilization and was responsible for overseeing all daily ticket review, detailed road review and daily reporting. Overall, Thompson monitored the removal of approximately 15.1M cubic yards of debris.

U.S. Army Corps of Engineers (USACE), Louisville District - Kentucky, Tornado Recovery Operations, 2021 – 2022 | In December of 2021, Graves County and the City of Mayfield were devastated by a Major EF4 tornado that required a massive emergency response and recovery operation. Thompson responded to both the City and County as the debris monitoring subconsultant to the U.S. Army Corps of Engineers (USACE). Mr. Gardner served as the data manager overseeing the Thompson data team who provided quality assurance, project reporting, mapping, data management, and invoice reconciliation support. Thompson monitored the removal of more than 433,000 cubic yards of debris.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Gardner served as the lead data manager overseeing Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for all QA/QC activities as well as contractor invoice reconciliation. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016 | The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data and produced reports for the Counties including a daily summary, cost estimation and contractor summary.

thompson
CONSULTING SERVICES

Nicole Lehman

Director of Client Services / Program Manager

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EDUCATION
BA: Psychology and Spanish

EXPERIENCE
18 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program | CDBG Disaster Recovery | CDBG Housing

Ms. Lehman has 18 years of experience providing grant and program management support and oversight for disaster response and recovery efforts throughout the United States. She is well versed in the programs, agencies, procedures, and regulations involved in successfully running disaster debris management operations. Ms. Lehman also has extensive experience in disaster recovery planning, including the update and development of FEMA compliant disaster debris management plans, and provides annual training regarding debris removal monitoring operations and FEMA policy guidance.

PROJECT EXPERIENCE

Hurricane Milton Disaster Recovery, State of Florida, 2024 – 2025 | Ms. Lehman served as a client liaison and program manager during Thompson's state-wide Florida mobilization in response to Hurricane Milton. Thompson conducted debris removal monitoring operations on behalf of 28 unique Florida clients simultaneously. Ms. Lehman was responsible for coordinating project resources such as staff and equipment as well as ensuring client and contracting needs were met. Thompson provided debris monitoring and substantiation for more than 9.6M cubic yards of debris across Florida.

Lee County, Florida, Hurricane Ian Disaster Recovery, 2022 – 2023 | Lee County suffered widespread flooding and extensive damage as a result of Hurricane Ian. Ms. Lehman served as an onsite program manager during the recovery operations and coordinated closely with the County overseeing day-to-day operations for monitoring projects and providing planning support. Thompson has monitored the removal of over 5.7M cubic yards of debris and over 43,450 hazardous limbs and trees throughout the County.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2019 | Ms. Lehman served as a program manager overseeing project operations for debris monitoring services in three DTOP designated zones. She was responsible for ensuring all projects were operating in accordance with federal, state and local requirements.

Fort Lauderdale, Florida, Hurricane Irma Disaster Recovery, 2017 | Ms. Lehman served as program manager for Fort Lauderdale's recovery efforts following Hurricane Irma. Thompson monitored the removal of over 600,000 cubic yards of vegetative and construction and demolition debris, as well as the removal of hazardous limbs from 13,000 trees and the complete removal of over 450 hazardous leaning trees. In addition, Thompson implemented a sand recovery and screening operation to return the displaced sand to the public beaches.

City of Daytona Beach, Florida, Disaster Debris Management Plan Update, 2015 | Ms. Lehman led a planning team in the update of the City's Disaster Debris Management Plan. The update included ensuring the plan met new FEMA policy and procedure guidance as well as a review and update of the City's debris management roles and responsibilities and the debris collection and monitoring strategies.

Alabama Department of Transportation Southwest Region, Disaster Debris Management Plan, 2014 - 2015 | Ms. Lehman assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the ALDOT Southwest Region. She worked closely with the Region to develop the debris collection and monitoring strategies included in the plan. In addition Ms. Lehman reviewed debris management site options throughout the Region.

thompson
CONSULTING SERVICES

Patrick Gardner
GIS Manager

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EDUCATION
BS: Marine Science
MS: Fisheries and Aquatic Sciences

EXPERIENCE
12 years

PROGRAM EXPERIENCE
FEMA Public Assistance Emergency Work (Categories A-B)

Mr. Gardner has 12 years of experience providing data-driven geospatial services and solutions. He has supported recovery operations in this capacity for several large-scale, multi- state, region, and municipal disaster incidents. He is well versed in ESRI ArcGIS applications and utilizes geospatial data to convey project operations and progress. Mr. Gardner assists with data management, invoice reconciliation, and GIS solutions. Mr. Gardner also has experience as a Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft.

PROJECT EXPERIENCE

Lahaina, Maui County, Hawaii, Wildfire Recovery 2024 - 2025 | The state of Hawaii suffered from a series of severe wildfires with the island of Maui experiencing the most devastation. Mr. Gardner initiated the deployment and collection of geospatial tools to collect real-time disaster as well as created a disaster response hub site that hosted 14+ mapping solutions, including an interactive 3D render of the affected area, compliant with USACE reporting requirements. Thus far, Thompson has assisted in the assessment and remediation of over 158 parcels of private property and monitored the removal of over 538 hazardous trees and approximately 308,250 tons of debris.

New Mexico Department of Transportation (NMDOT), Wildfire Recovery Operations, 2022 – 2025 | Thompson was activated by the New Mexico Department of Transportation (NMDOT) in San Miguel and Mora counties to provide disaster debris removal monitoring services on NMDOT maintained roadways and to conduct special programs including private property debris removal and waterway debris removal. Mr. Gardner coordinated with the NMDOT to provide geospatial analysis, maps, and figures for the simultaneous project operations. To date, Thompson has monitored the removal of over 170,000 tons of debris and 12,000 hazardous trees and limbs on behalf of the NMDOT.

City of Mobile, Alabama, Hurricane Sally Recovery Operations, 2020 - 2021 | Mr. Gardner served as the GIS manager for the City following Hurricane Sally. He was responsible for coordinating with the City to provide geospatial analysis and maps and figures representing City-wide debris monitoring operations data. Overall, Thompson monitored the removal of over 850,000 cubic yards of debris.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Gardner provided GIS and data management services during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for mapping data points through GIS and providing support to the QA/QC team. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Sevier County, Tennessee, Chimney Tops 2 Wildfire, 2016 - 2018 | Mr. Gardner served as the onsite project manager overseeing debris monitoring services for right-of-way tree removal of standing dead trees as a result of the 2016 wildfires which burned over 17,000 acres and destroyed more than 2,400 properties. In addition, Mr. Gardner administered the private property debris removal program established to eliminate hazardous conditions located on private property.

Dare County and included municipalities, North Carolina, Hurricane Matthew, 2016 | Dare County activated Thompson to provide debris removal monitoring services to the county and local municipalities following Hurricane Matthew. Mr. Gardner assisted with data management and invoice reconciliation.

thompson
CONSULTING SERVICES

Jonathan Clark

Senior Closeout Specialist / FEMA Consultant

FIRM

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Maitland, Florida 32751

EDUCATION

MA Business Management and Leadership
BA Homeland Security and Emergency Management

EXPERIENCE

20 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | FEMA Hazard Mitigation Grant Program (404 and 406) | HUD CDBG Disaster Recovery | ROE / PPDR Removal Programs

Jonathan Clark has over 20 years of experience in the disaster recovery industry. He is a multifaceted consultant with a broad and diverse set of experience working with federal and state grant programs. Mr. Clark has served as a grant management consultant for both Grantees and Applicants/Sub-Grantees, giving him experience in all roles involved in grant management programs. Mr. Clark has managed the financial recovery of communities receiving more than $800M in federal funding.

PROJECT EXPERIENCE

Denham Springs Housing Authority, Louisiana, Severe Flooding FEMA PA, HUD CDBG-DR and Hazard Mitigation Consulting, 2016 - 2023 | Severe storms and flooding left Authority owned buildings and housing units severely damaged and unlivable. As the Project Manager, we are in the process of managing a $13M dollar recovery, including construction program oversight, and recovering funds from multiple agencies (CBDG-DR, FEMA), ensuring each agency's requirements are met and adhered to.

New Mexico Department of Transportation, FEMA PA 2022-2023 | Mr. Clark served as the Recovery and Public Assistance Manager for the Hermits Peak Fire recovery response. Mr. Clark was responsible for managing the debris and permanent work projects (damage assessments, hazard mitigation proposals, etc.), mission assignments with New Mexico Homeland Security and Emergency Management (NMHSEM) and assisting in the construction and closeout process. Projects included Categories A, B, C, and D, which total an estimated $50M.

City of Fort Lauderdale, Florida, Hurricane Irma, and COVID-19, 2017 - 2023 | During Hurricane Irma, the City incurred damages to its beaches, parks, buildings, and utility infrastructure. Mr. Clark processed category A and B claims totaling more than $25M as well as multiple permanent work projects, including categories E, F and G, to restore damaged buildings, utilities and parks. Mr. Clark is also assisting the city with its' COVID-19 pandemic response efforts which includes approval of a temporary non-congregate shelter to house vulnerable residents of the community.

New York State Office of Emergency Management, Hurricane Sandy FEMA PA Consulting, 2012 - 2014 | Mr. Clark assisted multiple Long Island applicants in a grantee role as part of the NYSOEM team. His duties included documentation collection and review, project worksheet development, and program management of FEMA PA applicants' large projects.

FEMA, Ground Support Unit Lead (Coordinating and Planning) 2005-2009 | While at FEMA, Mr. Clark planned, coordinated, and managed staff and resources as Deputy Logistic Chief Understudy. He also evaluated and analyzed resources and market trends and research. Other responsibilities at FEMA included serving as federal equipment manager; acting program analyst; project manager; contracting officer; resource, supply, documentation and procurement supervisor; ICS team lead for logistics during federal response of Gustav and Ike operations.

TRAINING & CERTIFICATIONS

- Graduate Certificate – Economic Development, Hamline University
- Graduate Certificate – Finance, Rice University
- FEMA E0930, Local ICS Management Course

thompson
CONSULTING SERVICES

Paul Lehman

Project / Operations Manager

FIRM

Thompson Consulting Services
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EXPERIENCE

12 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | Automated Debris Management System

Mr. Lehman has 12 years of experience in debris removal operations, including experience working on behalf of the debris hauler and now managing debris monitoring operations. He has worked extensively on right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs as well as private property debris removal programs.

PROJECT EXPERIENCE

Florida Department of Transportation (FDOT), Hurricanes Helene & Debby Recovery Operations, 2024 – 2025 | The State of Florida was severely impacted by back-to-back Hurricanes Debby and Helene in 2024, which caused widespread damage and destruction. Mr. Lehman served as a project manager overseeing debris removal monitoring operations and working closely with the FDOT and debris removal contractors across the State. FDOT carried out debris removal programs including right-of-way collection and removal of hazardous leaners and hangers on FDOT maintained roadways throughout eleven (11) counties. Overall, Thompson substantiated the removal of over 6.8M cubic yards of debris.

City of Sanibel, Florida, Hurricane Ian Recovery Operations, 2022 – 2023 | Mr. Lehman served as the operations manager overseeing day-to-day debris removal monitoring operations for the City of Sanibel following Hurricane Ian. The City conducted right-of-way, hazardous leaning and hanging limbs/trees, and beach sand remediation. Overall, Thompson monitored the removal of 2,540,000 cubic yards of debris from the City as well as the removal of over 13,154 hazardous leaning and hanging trees/limbs from City maintained roadways.

City of Orlando, Florida, Hurricane Ian Recovery Operations, 2022 | Mr. Lehman served as the operations manager overseeing day-to-day debris removal monitoring operations for the City of Orlando following Hurricane Ian. The City carried out debris removal programs including right-of-way collection and removal of hazardous leaners and hangers on roadways throughout the City. Overall, Thompson has substantiated over 82,079 cubic yards of debris from the City.

Jefferson Davis Parish, Louisiana, Hurricane Ida Recovery Operations, 2020 | Mr. Lehman served as the operations manager overseeing day-to-day debris removal monitoring operations for Jefferson Davis Parish following Hurricane Ida. The Parish carried out debris removal programs including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on roadways throughout the Parish. Overall, Thompson has substantiated over 216,000 cubic yards of debris.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Lehman served as the operations manager overseeing day-to-day debris removal monitoring operations for all programs including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on DTOP maintained roadways. Thompson substantiated over 400,000 cubic yards of debris throughout three DTOP zones.

City of Deland, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017 | Mr. Lehman served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Deland following Hurricane Matthew. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways.

thompson
CONSULTING SERVICES

Tomas Ortiz

Project Manager

FIRM

Thompson Consulting Services
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EXPERIENCE

8 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program

Mr. Ortiz has eight years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on waterway and private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events.

PROJECT EXPERIENCE

Tennessee Department of Emergency Management (TEMA), Hurricane Helene Recovery Operations, 2025 | Following the impacts of Hurricane Helene, waterways throughout the State of Tennessee were inundated with white goods, vehicular, and vegetative debris. Mr. Ortiz served as an operations manager on behalf of TEMA overseeing waterway and canal debris removal projects throughout the state. Thompson substantiated the removal of over 2.8M cubic yards of debris from Tennessee waterways.

City of Tampa, Florida, Hurricane Milton, Disaster Recovery Operations, 2024 – 2025 | Mr. Ortiz served as a project manager operations manager for the City of Tampa during disaster recovery efforts following Hurricane Milton. He oversaw debris removal operations such as right-of-way (ROW) debris removal programs and hazardous tree/limb removal on City maintained roadways. Overall, Thompson monitored the removal of approximately 1,373,000 cubic yards of debris from the City.

City of Houston, Texas, Derecho Disaster Recovery Operations, 2024 | A powerful storm event brought extremely destructive winds to the State of Texas. Mr. Ortiz served as a project manager for the City of Houston overseeing daily debris removal activities and coordinating closely with the City during right-of-way (ROW) debris removal and City parks debris removal programs. Thompson monitored the removal of over 2M cubic yards of debris.

City of Fort Lauderdale, Florida, Flooding Recovery Operations, 2023 | Following a catastrophic county wide flooding event, Thompson assisted the City with its recovery efforts, including providing debris removal monitoring, policy guidance, floodplain management reporting and FEMA public assistance claims. Mr. Ortiz served as an operations manager on behalf of the City assisting in daily debris removal efforts. Thompson monitored the removal of over 41,000 cubic yards of debris, completing debris removal operations in less than thirty (30) days. Thompson also supported the City in their federal reimbursement recovery.

Lee County, Florida, Hurricane Ian Recovery, 2022 – 2023 | Following the passing of Hurricane Ian, Thompson assisted Lee County with disaster debris removal operations including right-of-way and State Road debris removal programs, hazardous tree/limb removal, as well as waterway debris removal. Mr. Ortiz served as operations manager for the County overseeing day-to-day debris removal monitoring operations throughout the County. Overall, Thompson substantiated more than 8.5M cubic yards of vegetative debris.

City of Orange Beach, Alabama, Hurricane Sally Disaster Recovery Operations, 2020 - 2021 | The City of Orange Beach was inundated with heavy rains and damaging winds causing extensive damage throughout the City. Mr. Ortiz served as a field supervisor for the City and oversaw day-to-day debris removal and monitoring operations including special projects such as marine and waterway debris removal. Thompson documented the removal of over 645,000 cubic yards of debris from the City.

thompson
CONSULTING SERVICES

Erik Nobs

Subject Matter Expert / Board Certified Master Arborist

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EXPERIENCE

12 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program

Mr. Nobs is a Board-Certified Master Arborist and as a Debris Removal lead with expertise in Incident Command/emergency response and recovery, logistics and operational management and program development, specializing in hazardous tree program management. He ensures assessment operations and tree removal operations fall within Federal funding compliance, American National Standards, OSHA and follows BMPS as well as Federal, State and local ordinances across the US. Working on fire recovery projects in California, Florida and New Mexico. He has consulted to ensure there is compliance with Forest Practice Rules (FPRs), Migratory and Endangered Species act requirements, the Clean Water Act, Costal Commission rules, NEPA, EHP Federal and State compliance requirements and US and State Departments of Fish and Wildlife requirements.

PROJECT EXPERIENCE

Hermits Peak/Calf Canyon Fire, New Mexico, Hazardous Tree Assessment and Removal & Debris Removal, 2022 - 2025 | Mr. Nobs served as Subject Matter Expert/Lead Arborist for hazard tree assessment and removal and debris removal operations for NMDOT ROW, County ROW and private property, encompassing multi-discipline operations for San Miguel and Mora County. Over 75,000k trees were assessed for risk and over 16,000 were cut and harvested to date in accordance with New Mexico Forest Practices Rules, and EHP compliance. Mr. Nobs managed 6 arborist crews, 5 Site assessment crews and coordinated with Local, State and Federal agencies to ensure environmental compliance, historical compliance and grant compliance.

Sanibel & Captiva Island, Florida, Hurricane Ian Standing Dead Tree Program for Assessment and Removal, 2023 | Mr. Nobs served as Subject Matter Expert/Lead Arborist for hazard tree assessments and removal and for a standing dead tree program due to wind damage and saltwater intrusion. Over 4,500k trees were assessed for risk and over 2,000 were removed. Mr. Nobs performed client and environmental coordination and quality control of assessment.

CalRecycle, California, Fire Hazard Tree Assessment and Hazard Tree Removal Project, 2020 - 2021 | Mr. Nobs served as Project Manager for hazardous tree assessment and removal project encompassing multi-discipline operations for 5 counties and Big Basin State Parks during the 2020 fire recovery. Over 150,000 trees were assessed for risk and over 25,000 were cut and harvested in accordance with California Forestry Practices Rules, California Environmental Quality Act, Coastal Commission rules, the Clean Water Act, and the California Department of Fish and Wildlife. Mr. Nobs managed 25 arborist crews, 42 biologist crews, and 10 environmental crews' scientists to ensure environmental compliance, and he provided contractor oversight.

Pinellas County, Florida, Hurricane Irma Disaster Recovery Operations, 2017 | Mr. Nobs served as Project Manager for a 90-day debris removal mission following Hurricane Irma. He managed field operations of all production efforts of 30 personnel and coordinated recovery efforts with Pinellas County, Florida and multiple incorporated cities within Pinellas County, Florida. In addition, Mr. Nobs supported and coordinated 15 personnel for vegetation removal and hazard tree mitigation. He directly supervised crews who cleared over 327,000 cubic yards of vegetation from roads and right of ways. Mr. Nobs also closed out the project and oversaw all demobilization activities in coordination with the municipalities and prime contractor.

TAB 4
Compensation Schedule

Cost of Services

Thompson has invested considerable resources in order to improve the efficiency of our administrative and accounting services as well as our logistical operations. In turn, we pass on these efficiencies to our clients in the form of cost savings and no-cost services. We understand the importance of minimizing costs and as such will not charge the County for positions that are duplicative in nature or unnecessary to perform the scope of services requested.

Thompson has completed and included Addendum #6 Revised Attachment B: Compensation Schedule in the subsequent pages of this section.

ADDENDUM #6, REVISED ATTACHMENT "B"
COMPENSATION SCHEDULE

Hourly Labor Rates for Disaster Debris Monitoring Services
CONTRACTOR will be compensated on the actual hours of services furnished multiplied by the rates listed in Table 1 below.

Table 1: Hourly Labor Rates

Labor Category	Hourly Billing Rate
Principal -In-Charge	$ 65.00
Project Manager	$ 62.50
Deputy Project Manager	$ 56.00
Operations Manager	$ 49.00
Field Supervisor	$ 49.00
GIS Operator	$ 55.00
Disposal Site Monitor	$ 35.00
Collection Monitor	$ 35.00
Citizen Drop-off Site Monitor	$ 34.00
Billing/Invoicing/Data Manager	$ 55.00
Load Ticket Data Entry Clerk	$ 18.50
Project Coordinator	$ 18.50
GRAND TOTAL	$ $ 532.50

In accordance with 2 CFR 200 Subpart E, Hourly labor rates shall be direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, travel (mileage, lodging, per diem, etc.), and profit.

Reimbursable costs are allowed if pre-approved by the County. These costs are limited to office equipment/supplies, office space, cameras, GPS equipment, safety equipment and any other items requested by the County that is not part of the normal work function.

Subcontractor services will be reimbursed at actual costs.

***For items not listed, the County will only pay FEMA approved rates**
**Hourly rates cannot exceed FEMA approved rates

TAB 5

Surveys of Past Performance

Selected References

The following references attest to the versatility of Thompson and the capabilities that we maintain in debris removal monitoring and disaster related services. We believe the highest praise a consultancy can receive is that of a recommendation from a previous or current client. ***Reference surveys have been completed and included in the following pages.***

Lee County, Florida — 2017, 2022, 2024

Disaster Debris Removal Monitoring — Debris Quantity: 11,089,400 CY

Kylar Johnson, Public Utilities Manager, Recovery and Resiliency
239-533-8000 | kjohnson2@leegov.com

6431 Topaz Ct.
Fort Myers, FL 33966

Travis County, Texas — July 2025 – Sept. 2025

Hazardous Site Assessment & Debris Removal Monitoring — Debris Quantity: 185,000 CY

Emily Ackland, Division Director
541-905-5013| Emily.Ackland@traviscountytx.gov

700 Lavaca Street, 5th Floor
Travis County Administration Building

City of Tampa, Florida — Oct. – Nov. 2024 / Oct. 2024 – Jan. 2025

Disaster Debris Removal Monitoring — Debris Quantity: 1,410,500 CY

Jonathan Kane, Audit & Contracts Supervisor, Solid Waste
813-348-6529 | Jonathan.Kane@tampagov.net

4010 West Spruce Street
Tampa, FL 33607

Terrebonne Parish, Louisiana — 2012, 2019, 2020, 2021, 2024

Hurricane Disaster Debris Removal Monitoring — Debris Quantity: 4,697,500 CY

Clay Naquin, Solid Waste Administrator
985-873-6739 | cnaquin@tpcg.org

301 Plant Road
Houma, LA 70363

Emanuel County, Georgia — Oct. 2024 – May 2025

Disaster Debris Removal Monitoring & Parks Projects — Debris Quantity: 2,642,000 CY

L. Guy Singletary, County Administrator
478-237-3881 | lgsingletary@emanuelco-ga.gov

124 North Main Street
Swainsboro, GA 30401

Survey Questionnaire – Polk County

RFP 26-012, Disaster Debris Monitoring Services

To: Kylar Johnson, Public Utilities Manager (Name of Person completing survey)

Lee County, Florida (Name of Client Company/Consultant)

Phone Number: 239-533-8000 Email: kjohnson2@leegov.com

Subject: Past Performance Survey of Similar work:

Project name: Disaster Debris Removal Monitoring - Hurricane Milton 2024

Name of Vendor being surveyed: Thompson Consulting Services, LLC

Cost of Services: Original Cost: Stand-by Services Contract Ending Cost: Current

Contract Start Date: 10/2013 Contract End Date: $ 3,084,675.00

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Kylar Johnson

Signature of Evaluator: Kylar Johnson

Please fax or email the completed survey to: nlehman@thompsoncs.net

Survey Questionnaire – Polk County
RFP 26-012, Disaster Debris Monitoring Services

To: Emily Ackland, Division Director (Name of Person completing survey)

Travis County, Texas (Name of Client Company/Consultant)

Phone Number: 541-905-5013 Email: Emily.Ackland@traviscountytx.gov

Subject: Past Performance Survey of Similar work:

Project name: Debris Removal Monitoring - Severe Storms & Flooding

Name of Vendor being surveyed: Thompson Consulting Services, LLC

Cost of Services: Original Cost: Stand-by Services Contract Ending Cost: $ 855,000.00

Contract Start Date: 07/2025 Contract End Date: Current

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Emily Ackland

Signature of Evaluator: Emily Ackland

Please fax or email the completed survey to: oyao@thompsoncs.net

Survey Questionnaire – Polk County

RFP 26-012, Disaster Debris Monitoring Services

To: Jonathan Kane, Audit & Contracts Supervisor (Name of Person completing survey)

City of Tampa, Florida (Name of Client Company/Consultant)

Phone Number: 813-348-6529 Email: Jonathan.Kane@tampagov.net

Subject: Past Performance Survey of Similar work:

Project name: Disaster Debris Removal Monitoring - Hurricanes Helene & Milton 2024

Name of Vendor being surveyed: Thompson Consulting Services, LLC

Cost of Services: Original Cost: Stand-by Services Contract Ending Cost: $ 4,800,000

Contract Start Date: 01/2023 Contract End Date: Current

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Jonathan Kane

Signature of Evaluator:

Please fax or email the completed survey to: scarlyle@thompsoncs.net

Survey Questionnaire – Polk County

RFP 26-012, Disaster Debris Monitoring Services

To: Clay Naquin, Solid Waste Director (Name of Person completing survey)

Terrebonne Parish, Louisiana (Name of Client Company/Consultant)

Phone Number: 985-873-6739 Email: cnaquin@tpcg.org

Subject: Past Performance Survey of Similar work:

Project name: Disaster Debris Removal Monitoring & Recovery Services - Hurricane Francine 2024

Name of Vendor being surveyed: Thompson Consulting Services, LLC

Cost of Services: Original Cost: Stand-by Services Contract Ending Cost: $ 419,882.00

Contract Start Date: 05/2012 Contract End Date: Current

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Clay Naquin

Signature of Evaluator:

Please fax or email the completed survey to: ncounsell@thompsoncs.net

Survey Questionnaire – ~~Polk~~ Emanuel County

RFP 26-012, Disaster Debris Monitoring Services

To: L. Guy Singletary, County Administrator (Name of Person completing survey)

Emanuel County, Georgia (Name of Client Company/Consultant)

Phone Number: 478-331-2000 Email: lgsingletary@emanuelco-ga.gov

Subject: Past Performance Survey of Similar work:

Project name: Disaster Debris Removal Monitoring & Parks Projects - Hurricane Helene 2024

Name of Vendor being surveyed: Thompson Consulting Services, LLC

Cost of Services: Original Cost: Stand-by Services Contract Ending Cost: $ 6,094,000.00

Contract Start Date: 10/2024 Contract End Date: Current

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator L. Guy Singletary

Signature of Evaluator: L. Guy Singletary

Please fax or email the completed survey to: scarlyle@thompsoncs.net

TAB 6
Required Forms

Thompson has completed and included the following forms in the subsequent pages of this section.

- Acknowledgement of Firm
- Affidavit Certification of Immigration Laws
- Attachment A – Terms & Conditions
- Employment Eligibility Verification Certification
- Exhibit A – Certifications Regarding Debarment, Suspension, Proposed Debarment & Other Responsibility Matters
- Exhibit B – Certification Regarding Lobbying
- Submittal Page
- Acknowledged Addenda



ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF Florida County OF Orange

The foregoing instruments was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 12/29/2025 (Date) by Jon Hoyle (Name of officer or agent) as President (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☑ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 12/29/2025 (Date)

_____ (Official Notary Signature and Notary Seal)

Briana Gardner (Name of Notary typed, printed or stamped)

Commission Number HH496353 Commission Expiration Date 2-29-2028

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 NO.: RFP 26-012, Disaster Debris Monitoring 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: Thompson Consulting Services, LLC

Signature: _____

Title: President

Date: 12/29/2025

State of: Florida

County of: Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 29th day of December, 2025, by Jon Hoyle (*name*) as President (*title of officer*) of Thompson Consulting Services, LLC (*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: Briana Gardner

Notary Commission Number and Expiration: HH496353 2-29-2028

(AFFIX NOTARY SEAL)

BRIANA GARDNER
Notary Public - State of Florida
Commission # HH 496353
My Comm. Expires Feb 29, 2028
Bonded through National Notary Assn.

ATTACHMENT A

I understand that the terms, conditions and pricing within this contract may be used by any of the public agencies located within Polk County.



Signature

Jon Hoyle
Printed Name

President
Title

Thompson Consulting Services, LLC
Company Name

407-792-0018
Phone Number

2601 Maitland Center Parkway
Address

Maitland, FL 32751
City, State, Zip

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP No. 26-012 Disaster Debris Monitoring Services

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 29th day of December, 2025

ATTEST:

By: _____

PRINTED NAME: Mallory Smith

Its: Marketing Assistant

CONTRACTOR:

By: _____

PRINTED NAME: Jon Hoyle

Its: President

EXHIBIT "A"

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: 

COMPANY NAME: Thompson Consulting Services, LLC

DATE: 12/29/2025

EXHIBIT "B"

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned Thompson Consulting Services, LLC (Contractor) certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Thompson Consulting Services, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official Jon Hoyle, President

Date 12/29/2025

Proposers Incorporation Information
(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Thompson Consulting Services, LLC

DBA/Fictitious Name (if applicable): _____

TIN #: 45-2015453

Address: 2601 Maitand Center Parkway

City: Maitland

State: FL

Zip Code: 32751

County: Orange

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Jon Hoyle

Phone Number: 407-792-0018

Cell Phone Number: 321-303-2543

Email Address: jhoyle@thompsoncs.net

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☒ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: Delaware

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): Thompson Consulting Services, LLC does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: _____

Date: 12/29/2025

December 2, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, January 14, 2026, prior to 2:00 p.m.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: Jon Hoyle
Title: President
Company: Thompson Consulting Services, LLC

January 9, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, January 21, 2026, prior to 2:00 p.m.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: Jon Hoyle
Title: President
Company: Thompson Consulting Services, LLC

January 16, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Proposal Receiving Date Extension and formal notification that administrative responsibility for this solicitation has been reassigned.

From: Ken Brush
To: Tabatha Shirah
New Point of Contact Email: tabathashirah@polkfl.gov

Effective immediately, all communication related to this solicitation must be directed to Tabatha Shirah at the email address listed above.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, February 4, 2026, prior to 2:00 p.m.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal.

Signature: _____

Printed Name: Jon Hoyle

Title: President

Company: Thompson Consulting Services, LLC

January 30, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #4

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions & Answers and Receiving Date Extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 11, 2026, prior to 2:00 p.m.

Addendum 5 forthcoming, question deadline has closed.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal. This is the only acknowledgment required.

Signature 
Printed Name: Jon Hoyle
Title: President
Company: Thompson Consulting Services, LLC

February 5, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #5

RFP 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m.

Respectfully,

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: Jon Hoyle

Title: President

Company: Thompson Consulting Services, LLC

February 11, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #6

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum..

Contained within this addendum: questions & answers, revisions, revised Attachment B added to FTP Site and selection committee meeting update.

To receive a copy of **"RFP 26-012, Addendum 6 - Revised Attachment B,"** please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "**RFP 26-012, RFP Attachments**", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

March 4, 2026 @ 3:00 p.m. – 3:30 p.m. at the Polk County Administration Building in the Procurement Conference Room 150;– Procurement will distribute the Proposals and evaluation criteria to the Selection Committee.

March 24, 2026 @ 1:00 p.m. - 3:00 p.m. at the Polk County Administration Building in Conference Room 407 – Selection Committee meeting to score and elevate Proposers. At this meeting the Selection Committee will decide if they would like to interview Proposer(s) or if they would like to recommend to enter into contract negotiations with the highest ranked Proposer.

April 1, 2026 @ 9:00 a.m. – 12:30 p.m. at the Polk County Administration Building in Conference Room 407 – If the Selection Committee decides to interview Proposer(s), the interviews will be held on this date and time.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal. This is the only acknowledgment required.

Signature 

Printed Name: Jon Hoyle

Title: President

Company: Thompson Consulting Services, LLC

EXHIBIT B - Thompson Consulting Services
COMPENSATION SCHEDULE

Hourly Labor Rates for Disaster Debris Monitoring Services

CONTRACTOR will be compensated on the actual hours of services furnished multiplied by the rates listed in Table 1 below.

Table 1: Hourly Labor Rates

Labor Category	Hourly Billing Rate
Principal -In-Charge	$ 65.00
Project Manager	$ 62.50
Deputy Project Manager	$ 56.00
Operations Manager	$ 49.00
Field Supervisor	$ 49.00
GIS Operator	$ 55.00
Disposal Site Monitor	$ 35.00
Collection Monitor	$ 35.00
Citizen Drop-off Site Monitor	$ 34.00
Billing/Invoicing/Data Manager	$ 55.00
Load Ticket Data Entry Clerk	$ 18.50
Project Coordinator	$ 18.50
GRAND TOTAL	$ 532.50

In accordance with 2 CFR 200 Subpart E, Hourly labor rates shall be direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, travel (mileage, lodging, per diem, etc.), and profit.

Reimbursable costs are allowed if pre-approved by the County. These costs are limited to office equipment/supplies, office space, cameras, GPS equipment, safety equipment and any other items requested by the County that is not part of the normal work function.

Subcontractor services will be reimbursed at actual costs.

***For items not listed, the County will only pay FEMA approved rates**

**Equipment rates cannot exceed FEMA approved rates

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.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs

EXHIBIT D

EVENT PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____ as Surety, located at _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of _____Dollars ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain Disaster Debris Monitoring Services Agreement #_____ (the "Agreement") dated _____ between Principal and Obligee for performance of debris monitoring at any County location arising from damage caused by _____, at the times and in the manner prescribed in the Agreement; and

Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Agreement; and

Performs the guarantee of all work and materials furnished under the Agreement for the time specified therein; and

Satisfies all claims and demands incurred under the Agreement, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Agreement during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Agreement granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Agreement as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Agreement and compliance or non-compliance with any formalities connected with the Agreement or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

ATTEST:

PRINCIPAL: _____

BY: _____ (Authorized Signature (Principal)

Printed Name: _____

Title of Person Signing Above: _____

Witness: _____

Witness: _____

ATTEST:

SURETY: _____

Attorney in Fact

Printed Name: _____

Business Address: _____

Witness: _____

Witness: _____

NOTE: Date of the Performance Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

Jay M. Jarvis, P.E.
Director

3000 Sheffield Road
Winter Haven, FL 33880

POLK COUNTY

Board of County Commissioners

PHONE: 863-535-2200
FAX: 863-534-7339
www.polkfl.gov

ROADS & DRAINAGE DIVISION

EXHIBIT E

Date: _____
Company Name: _____
Address: _____
Project Manager: _____

Subject: Conditional Notice to Proceed for Disaster Debris Monitoring Services Agreement #_____

This letter serves as Roads and Drainage's Conditional Notice to Proceed (CNTP) to begin the mobilization process to commence work relative to the above referenced Agreement. This CNTP is limited to the scope of work for storm _____ in accordance with the Agreement and further detailed below:

A performance bond in the amount of $_____ meeting the contract requirements should be emailed to Tabatha Shirah, Sr. Procurement Analyst at tabathashirah@polkfl.gov before the work starts. The original performance bond should be delivered within seven (7) business days from the date above to Polk County Procurement, 330 West Church Street, Room 150, Bartow, Florida 33830, Attn: Tabatha Shirah (863) 534-5935. Please attach a copy to this Notice.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below.

Cordially,

Roads and Drainage _____
(Authorized signature, tile, and date)

I acknowledge receipt of this Notice on:_____(date)

Name of the Authorized Company Representative: _____

Authorized Signature: _____

Polk County

Board of County Commissioners

Agenda Item R.35. 6/16/2026

SUBJECT

Approve Amendment No. 2 to Master Agreement 21-047 with N. Harris Computer Corporation ($99,450 one-time expense and $7,875 recurring annual expense)

DESCRIPTION

On June 1, 2021, the Board approved an agreement with N. Harris Computer Corporation (“Harris”) for software support and maintenance of the Utilities Division’s new customer service billing software.

On April 4, 2023, the Board approved Amendment No. 1 to clarify the reimbursement of mileage and associated travel costs incurred by Harris in its performance of the services.

The Utilities Division has requested to upgrade its current version of ServiceLink software, the mobile workforce and service order tracking software used by customer service, to the most recent version known as ServiceLink version 8. This Amendment No. 2 incorporates these updated services to the Master Agreement.

The new version contains upgrades and additional functionality not available in the current software and provides for the ability to take advantage of future enhancements currently being developed by the vendor. This upgrade will provide the latest generation interface capabilities, implements dash boards to provide real time technician productivity monitoring, introduces artificial intelligence to validate meter readings and other captured field images limiting human error inputs, and lays the groundwork for future functionality to be incorporated.

One of the future enhancements anticipated is advanced Geographic Information System and Automatic Vehicle Location capabilities allowing for real time tracking and routing of service technicians. This future enhancement will route the technicians taking into account real time traffic conditions in addition to the orders that have been assigned to the technician.

RECOMMENDATION

Request Board approve Amendment No. 2 to Master Agreement 21-047 with N. Harris Computer Corporation.

FISCAL IMPACT

Funds are available in the Utilities Division Community Investment Projects budget.

CONTACT INFORMATION

Brad Howard
Senior Procurement Analyst
863.534.6706
bradhoward@polkfl.gov

MASTER AGREEMENT
#21-047
AMENDMENT #2

This Amendment #2 (Amendment"), effective as of execution by the Organization (the "Effective Date"), is hereby entered into by and between Polk County, a political subdivision of the State of Florida, ("Organization"), situated at 330 W. Church Street, Bartow, Florida 33830, and N. Harris Computer Corporation, ("Harris"), a Canadian corporation, headquartered at 1 Antares Drive, Suite 400, Ottawa, Ontario K2E 8C4 and whose Federal Employer Identification Number is 98-0141520.

WITNESSETH:

WHEREAS, the Organization and Harris entered into Master Agreement #21-047 dated June 1, 2021 (the "Agreement") for the software license, services and support and maintenance related to Customer Information System (CIS) for the Polk County Utilities Division, which is more fully set out in the Agreement; and

WHEREAS, the Organization and Harris executed Amendment #1 dated April 4, 2023 (the "Agreement") to clarify the reimbursement of mileage and associated travel costs incurred by Harris in its performance of the Agreement Services, which is more fully set out in the Agreement; and

WHEREAS, the parties wish to revise the Agreement to add upgrade services and new software modules to the software and services provided by Harris in its performance of the Agreement Services, as further set forth below.

NOW, THEREFORE, the Organization and Harris hereby agree as follows:

1. The recitals stated above are true and correct and are fully incorporated herein.

2. Harris will provide services to upgrade the Organization's environment from ServiceLink Version 7.X to Version 8 ("V8 Platform Refresh"). Additional routine minor updates within Version 8 (e.g., 8.1, 8.2) will continue to be provided at no additional cost. Harris will also add new modules to include AI Image Validation and Image Server modules to the Organization's existing ServiceLink environment. These new services/modules and the associated costs are more fully described in Exhibit "A" – Statement of Work, attached herein.

3. The Agreement, as amended by this Amendment #2, continues in full force and effect.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

[SIGNATURE PAGE FOLLOWS]

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., Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

4/30/2026
County Attorney's Office Date

ATTEST:

N. Harris Computer Corporation, a Canadian corporation

By: _____

_____
PRINT NAME

_____
TITLE

By: Mark David Wilkinson

Mark David Wilkinson
PRINT NAME

Executive Vice President
TITLE

Date: _____

SEAL

State of Texas County of Johnson

This instrument was acknowledged before me by means of an interactive two-way audio and video communication on 05/19/2026 by Mark David Wilkinson.

Efraim Menashe Salvador
ID NUMBER
134501582
COMMISSION EXPIRES
August 10, 2027

Notary Public, State of Texas

Master Agreement 21-047
Amendment #2
EXHIBIT "A"

HARRIS

Scope of Work

Service-Link Mobile Workforce Management
Version 8 Platform Refresh AI Image Validation and Image Management Server

---

Dan Barry
Director of Business Development
dbarry@advancedutility.com

Valid Until: June 30, 2026

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2 Introduction

Polk County has selected Advanced Utility Systems, an unincorporated division of N. Harris Computer Corporation ("Harris") as its vendor partner of choice to assist in the implementation of a Mobile Workforce Management (MWM) solution: Service-Link.

Polk County and Harris, have proposed a joint team to collaboratively implement Service-Link. The solution will be implemented using a combination of resources from both organizations. Except as otherwise expressly set for herein, this Scope of Work ("SOW") shall be subject to the terms and conditions of the Master Agreement between Polk County and Harris dated June 1, 2021. These agreements are effective upon signature by and between Harris and Polk County and are hereby incorporated by reference. In the event of a conflict between this SOW and the Master Agreement, this SOW shall control. To the extent a capitalized word is used in this SOW, should it not be properly defined herein, then it shall have the meaning attributed to it in the Master Agreement.

This SOW defines the work to be performed by Harris and Polk County for the project. This SOW includes a scope definition, high-level timeline, fees, and other terms and conditions specific to the services requested by Polk County. "The Engagement" shall mean the performance by Harris of the services described in this SOW.

Service-Link is an off-the-shelf, Mobile Workforce Management (MWM) software product that can be configured to meet unique customer requirements. Standard software and configurations to be made have been specifically identified in Section 2 of this SOW. Any standard product functionality or configurations not outlined within this SOW are considered out of scope for this project. Polk County expects that the software will perform substantially in accordance with standard product functionality as outlined in Section 2.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Scope of Work on the Effective Date:

Polk County	**N. Harris Computer Corporation**
Name: _____ *(Signature)*	Name: _____ *(Signature)*
Name: _____ *(Print)*	Name: _____ *(Print)*
Title: _____	Title: _____
Date: _____	Date: _____

3 Project Overview

This Scope of Work (SOW) outlines the services ServiceLink will provide to upgrade Polk County's environment from ServiceLink Version 7.X to Version 8 ("V8 Platform Refresh").

The objective of this engagement is to ensure a smooth, secure, and efficient transition to V8, positioning the Customer to take full advantage of new features, enhanced security, improved user experience, and ongoing product innovation.

This project is a one-time migration effort. Routine minor updates within Version 8 (e.g., 8.1, 8.2) will continue to be provided at no additional cost.

ServiceLink will also add the AI Image Validation and Image Server modules to the Customer's ServiceLink Version 8 environment to enhance operational efficiency, image validation, and photo management capabilities.

3.1 ServiceLink Version 8 Platform Refresh Enhancements

ServiceLink Version 8 ("V8") represents a major platform refresh, delivering a more modern user experience, stronger technical foundation, and new capabilities that improve both day-to-day efficiency and long-term scalability. These enhancements ensure utilities can continue to rely on ServiceLink as their core mobile workforce platform while preparing for future innovations. Core enhancements include:

- Next-Gen Interface (New UI/UX): V8 introduces a redesigned, responsive interface built with customer feedback:
    - Cleaner, modern design optimized for both desktops and tablets
    - Responsive dispatch layout supporting multiple device types
    - Support for light mode, dark mode, and CIS-branded themes
    - Updated dispatcher tools and color theming to simplify job tracking and improve decision-making speed
- Dashboards & Analytics: Real-time dashboards display order counts, missed appointments, on-time percentages, and FSR productivity at a glance. Highlight bottlenecks and improvement opportunities without the need for custom reports.
- Workflow Visualization: View our workflow tool (Workflow Studio 2) directly within V8, for a clearer, more powerful way to visualize and manage workflows.
- Enhanced Security & Stability: Updated architecture provides stronger authentication, improved reliability, and ongoing support for modern operating systems and databases.
- Enhanced User Role Management: Expanded tools for configuring and maintaining user access, making administration faster and more consistent.
- Internationalization & Localization: Expanded support for global use, including multiple language support, and date, time, and number formatting aligned with regional standards.

- Integration Enhancements: Expanded support for secure and simplified external integrations, including token creation support for third-party applications, role-based access control for generated tokens, simplified API authentication through token-based access.
- Mobile Standardization: V8 supports only the New ServiceLink Mobile application, ensuring all customers have a consistent, modern mobile platform. The New ServiceLink Mobile provides access to new V8 features and a more reliable, supportable foundation for future mobile enhancements.
- Future-Ready Capabilities: V8 lays the groundwork for advanced functionality (at an additional cost) including AI-powered image validation, Advanced GIS and AVL integrations, and support for complex, multi-stage "long-cycle" projects (e.g., construction and main replacements), enabling utilities to manage crews, equipment, materials, and costs across dependent tasks within ServiceLink.

3.2 AI Image Validation

Introduces artificial intelligence to validate meter readings and other captured field images. By comparing photos against entered values, the system automatically flags mismatches and reduces errors that can lead to incorrect billing or unnecessary follow-up work. This functionality integrates directly into the field workflow, allowing supervisors to review and confirm readings with photo evidence.

The Client will be responsible for providing a minimum of 100 images per asset type (e.g., per meter model) to train the validation model. ServiceLink will configure the AI module based on the assets included in scope. Each distinct asset type (such as meters, transformers, or other field assets) represents a separate configuration and associated cost. Additional professional services hours will be required for the configuration of each new object type added for AI validation.

The Client acknowledges that the AI module uses machine learning algorithms to analyze and process data from completed forms, including images and text, to identify potential errors and suggest completions (the "Suggestions"). The Client understands that while the AI module is designed to improve accuracy and efficiency, it is not perfect and may make mistakes.

The Client agrees that ServiceLink shall not be liable for any errors, inaccuracies, or omissions in the Suggestions provided by the AI module. The Client acknowledges that a human reviewer will validate the Suggestions before they are accepted or rejected, but ServiceLink shall not be responsible for any consequences arising from the Client's reliance on the Suggestions.

The Client grants ServiceLink a non-exclusive, royalty-free license to use, reproduce, modify, and distribute the data and images from completed forms solely for the purpose of training and improving the AI module. The Client represents and warrants that it has all necessary rights and permissions to grant this license.

In no event shall ServiceLink be liable for any damages, including but not limited to incidental, consequential, or punitive damages, arising out of or related to the use of the AI module or the Suggestions.

3.3 Image Management Server

Centralizes the storage and retrieval of photos taken during order completion. Users can quickly search images by premise, address, meter number, or other identifiers, rather than opening individual orders. By offloading image handling to a dedicated system, supervisors and admins can review and validate photos more efficiently while ensuring production performance is not impacted.

This module requires a separate server instance to support image storage and search functionality. The minimum requirements for such server are as follows:

Minimum Hardware Requirements	Minimum Software Requirements
8-Core CPU RAM 16 GB, Disk: 500GB+	OS: Windows Server 2019 standard or higher (Windows Server 2022 recommended) (or) Ubuntu 22 or 24 (or) Oracle Linux 8 or 9

4 Hosting

Polk County will be responsible for providing the hosting environment for ServiceLink Image Management Server.

5 Scope of Services

ServiceLink, a division of N. Harris Computer Corporation, will provide the following services remotely:

- Project Management: Project management fees are included for this solution.
- Installation and configuration of ServiceLink AI Image Validation and Image Management Server Software
- Testing in training and production environment
- Customer validation and UAT support
- Go-Live support
- Training will be provided through structured dispatcher and field training sessions. If onsite training is required, a change order will need to be provided for travel and actual travel expenses.

This agreement includes a pre-defined number of configurations, project management and testing hours. If the project scope is expanded to include new services, or special requirements such as add on modules, ServiceLink will issue a change order for additional hours and/or fees at our current labor rate.

5.1 Pre-Upgrade Assessment & Planning

Before technical work begins, ServiceLink will conduct a readiness assessment to reduce risk and align timelines. Activities include:

- Environmental Review: Assess OS and database versions; confirm alignment with ServiceLink's recommended standards.
- Customization & Integration Audit: Identify existing integrations, translators, and customizations that may be impacted.
- ServiceLink Mobile Status: Confirm whether the Customer requires migration from a legacy mobile app.
- Resource Allocation: Confirm availability of Customer resources for UAT, training, and project coordination.
- Capacity Planning: Review server specifications to ensure scalability for growth and alignment with V8 Minimum Hardware and Software Requirements.

5.2 Server Upgrade

ServiceLink will install and configure ServiceLink V8 on new environments provided by the Customer. Deploying to new servers ensures a clean installation while the existing V7 environment remains intact for rollback until migration is complete.

- Underlying Infrastructure Preparation
    - Operating System & Database Upgrades (as applicable): Upgrade to ServiceLink-recommended OS and database versions (critical prerequisite for optimal V8 performance and support).
- ServiceLink V8 Application Installation
    - Install, configure, and validate ServiceLink V8 on prepared servers.
- Server Types
    - Production Server: Installation, configuration, and validation
    - Test Server: Installation, configuration, and validation · Requirements Reference: All servers must meet or exceed V8 Minimum Hardware and Software Requirements.

5.3 Mobile Upgrade

ServiceLink V8 supports the New ServiceLink Mobile as the sole mobile application for field staff. Customers currently using ServiceLink mobile applications prior to Field Force (legacy mobile applications) will be required to transition to the New ServiceLink Mobile in order to complete the V8 platform refresh.

- Customers on Field Force
    - ServiceLink will provide training to support dispatchers and field staff in adopting Version 8.
- Customers on legacy mobile applications
    - ServiceLink will perform the upgrade to the New ServiceLink Mobile and
    - Provide additional training to support adoption of the New ServiceLink Mobile application.

Note: The New ServiceLink Mobile upgrade is mandatory for customers not currently using Field Force. Additional training or customization beyond the included effort may be scoped separately through a change order.

5.4 Data Migration & Configuration

This phase ensures that all existing data, configurations, and integrations are migrated accurately and that the upgraded environment operates as expected in ServiceLink Version 8. The focus is on maintaining data integrity, minimizing disruption, and confirming that all functionality is properly aligned to the new platform architecture. The scope of work includes:

5.4.1 Application & Database Backup

ServiceLink will perform comprehensive backups of the existing application and database prior to the migration. This step ensures a reliable rollback path in the unlikely event of a critical issue during the upgrade.

5.4.2 Data Migration

Existing ServiceLink data will be migrated to the Version 8 schema, maintaining data accuracy and structure. User roles and authentication settings will be migrated using ServiceLink's established migration tools.

5.4.3 Translator Migration

All existing translators will be migrated from the legacy CIS-specific microservice to the standard ServiceLink JavaScript framework. This step is mandatory for customers currently using Advanced microservices, as those legacy translator types are being discontinued.

This migration eliminates the complexity of maintaining a separate CIS microservice, reduces points of failure, and ensures a more reliable and supportable integration long term. It also aligns customers with the same modernized integration framework used by other ServiceLink CIS partners.

- Migration of CIS-specific translator configurations into the standard ServiceLink JavaScript framework.
- Validation of migrated data and translator functionality.
- Cleanup or archival of obsolete translator configurations.

5.4.4 Configuration Updates

System configurations will be reviewed and updated to align with ServiceLink Version 8 standards and best practices. This includes recreation of scheduled jobs, subscriptions, and workflows where automated migration is not possible.

5.4.5 Integration Reconfiguration

Any integrations impacted by the migration will be reviewed and reconfigured to ensure full compatibility with the Customer's CIS and external systems.

5.4.6 Validation & Data Integrity Checks

ServiceLink will conduct validation and integrity checks to verify that data, configurations, and integrations have migrated successfully and that the upgraded environment is functioning as intended.

5.5 Customer-Specific Testing & Validation

Comprehensive testing is a critical phase of the upgrade process and ensures that ServiceLink Version 8 operates as intended within the Customer's environment. This phase confirms the integrity of migrated data, validates configuration accuracy, and verifies that key business processes perform correctly before go-live.

5.5.1 Functional Testing

ServiceLink will execute a comprehensive suite of functional tests to verify that all core ServiceLink features, configurations, and workflows are operating as expected. Testing will also confirm successful migration of translators, integrations, and system dependencies.

5.5.2 User Acceptance Testing (UAT)

ServiceLink will collaborate with the Customer to facilitate UAT, providing guidance and support as the Customer validates business processes in the upgraded environment. The Customer is responsible for executing UAT scenarios and confirming that results align with operational requirements.

ServiceLink will provide UAT support during this period. If additional testing support is required or the UAT period extends beyond three (3) weeks, additional effort will be billed under a separate change order.

5.5.3 Performance Testing

ServiceLink will perform baseline performance testing to verify system responsiveness and scalability under expected usage conditions.

5.6 Rollback Plan

While ServiceLink strives for a seamless upgrade experience, a defined rollback plan is maintained to mitigate risk.

- Backup Restoration: In the event of a critical issue during or immediately following migration, ServiceLink will restore the pre-upgrade ServiceLink application and database backups to return the system to its last known stable state.
- Communication Protocol: Prior to go-live, ServiceLink and the Customer will establish clear communication channels and escalation protocols to be followed in the unlikely event a rollback is necessary.

This plan ensures that a tested and verified recovery option exists before proceeding with the production cutover.

5.7 Support, Training, and Go-Live

This phase focuses on preparing users for the upgraded platform and ensuring a smooth transition to ServiceLink Version 8. ServiceLink will provide comprehensive training, coordinate go-live activities, and deliver post-go-live support to ensure operational stability.

- Dispatcher Training: ServiceLink will train dispatchers on the updated V8 interface and workflows. Training will focus on navigating the new user interface, applying filters, managing orders, and using new productivity features introduced in Version 8.
- Mobile Training: ServiceLink will providetraining sessions to support use of the New SerivceLink Mobile application, including core workflows and day-to-day functionality.
- Go-Live Coordination: ServiceLink will coordinate the official go-live in collaboration with the Customer, ensuring clear scheduling, communication, and readiness across all teams.
- Post-Go-Live Support: ServiceLink will provide production cutover assistance and stabilization following go-live to address any immediate issues or questions. Additional post-go-live support can be scoped separately if extended assistance is required.

Training and support effort may vary based on the number of users or the complexity of the Customer's environment. If the Customer's training or post-go-live needs exceed the scope outlined above, additional hours may be billed via change order.

6 Customer Responsibilities

To ensure the success of the V8 Platform Refresh, the Customer is expected to:

- Provision Infrastructure: Provide new servers or virtual environments that meet ServiceLink's Minimum Hardware and Software Requirements. Servers must be available for configuration prior to the scheduled upgrade window.
    - If the Customer's ServiceLink environment is hosted by their CIS partner, the CIS will be responsible for providing the hosting environment and for including any associated hosting fees within their own pricing to the Customer.
- Backup Coordination: Confirm that internal or hosted backup procedures are active and accessible for rollback scenarios. ServiceLink will perform application and database backups as part of the migration, but Customer is responsible for ensuring any organization-wide backup policies remain in place.
- Provide Test Data and Access: Supply representative test data, system access, and any required credentials for ServiceLink staff.
- System Access & Coordination: Providing ServiceLink with necessary system access, documentation, and scheduling for integration testing.
- Assign Testing Resources: Allocate staff to perform UAT testing. ServiceLink will support this effort but cannot conduct UAT on the Customer's behalf.
- Timely Feedback: Provide prompt feedback during testing and validation phases to allow the project to remain on schedule.
- Manage Partner Participation: Ensure their CIS partner participates in required activities outlined in the Partner Responsibilities section.

7 AUS Responsibilities

All professional services contained in this Scope of work will be delivered by ServiceLink.

8 Deliverables

At the conclusion of this engagement, the following will be delivered:

- Configured ServiceLink V8 environments (Production and Test).
- Migrated and validated data, roles, and workflows.
- Updated translator configurations.
- Verified rollback plan and validated application/database backups prior to go-live.
- Mobile upgrade to the New ServiceLink Mobile.
- Dispatcher and field training sessions.
- Supported UAT and production go-live.
- Project completion sign-off.

9 Acceptance Criteria

- ServiceLink V8 environments are installed, configured, and validated against minimum requirements.
- Data and configurations migrated successfully with integrity checks completed.
- Baseline performance testing completed with acceptable results.
- Rollback plan validated and confirmed by the customer prior to production cutover.
- Training delivered to Customer-designated staff.
- Customer confirms successful UAT completion.
- Go-live completed and system stabilized.

10 Out of Scope

The following items are not included in this SOW:

- Training beyond the included dispatcher and field training sessions.
- Customer's own UAT execution and validation effort.
- Additional server environments beyond those listed in scope.
- Rollback or restoration effort resulting from Customer infrastructure issues or unsupported environments beyond those covered under the defined rollback plan.
- Integration or translator adjustments beyond the baseline AUS migrations outlined in this document.
- Any effort required due to customer delays, infrastructure limitations, or third-party system issues.

Any items outside of scope will require a formal change order.

11 Project Timeline

The estimated duration of this engagement will depend on Customer readiness, availability of servers, and timely completion of UAT. Typical migrations are completed within 8–12 weeks, assuming Customer and partner resources are available as outlined.

Costs associated with extended UAT, additional training, or post-go-live support beyond the defined scope will be billed through a formal change order.

12 Fees and Payments

The following fees and payments are based on the scope outlined in Section 2.

Project fees are based on the estimated effort required to complete the migration as described. ServiceLink will provide a formal quote aligned to the scope of services and applicable customer type. Invoicing will follow the terms outlined in the Customer's agreement with ServiceLink.

12.1 One-time Costs

DESCRIPTION	FEES
Professional Services related to Harris Service-Link • Project Management • Business Analysis • Implementation • Configurations • Integrations • Testing • Training (Included at no cost) Additional Module Professional Services	$67,950
Additional Module License Fees	$31,500
TOTAL ONE-TIME FEES	**$99,450**

12.2 Annual Recurring Costs

DESCRIPTION	FEES
Maintenance and Support related to Harris Service-Link	$7,875
TOTAL ANNUAL RECURRING FEES	**$7,875/year**

12.3 Fees and Payment Assumptions

1. Price excludes any applicable taxes, duties, and fees.
2. Price does not include travel time or travel expenses, which are billed as incurred. Travel expenses typically include, but may not be limited to airfare, transportation, meals, and accommodations.
3. Any additional professional services may be offered at a rate of $260/hour.
4. Proposal is valid for 60 days from date of delivery and will then be considered expired. Project may need to be reassessed and re-quoted to ensure accuracy.
5. All invoices are payable within 45 days.
6. Recurring costs are based on a 5-year term and annual increases on recurring costs are limited to 5% or CPI, whichever is greater.
7. A user license is mandatory for any individual accessing the Harris' Service-Link software, irrespective of their role, including but not limited to Administrators, Dispatchers, Field Service Representatives (FSRs), or Customer Service Representatives (CSRs). The only exception to this requirement applies to users from Third-Party Partners or Harris Service-Link staff engaged in the installation, testing, or maintenance of the system. These users are exempt from user licensing.
8. In the event Polk County requires additional users beyond those identified within this SOW, Harris will provide a quote at that time.

12.4 Payment Milestones

Licenses:

100% on signature of execution of amendment	$31,500.00

Professional Services:

Milestone 1: Project Discovery & Readiness Assessment · Pre-Upgrade Assessment & Planning	$3,576.32
Milestone 2: System Infrastructure & Data Migration · Server Upgrade · Mobile Upgrade · Data Migration & Configuration · Application & Database Backup · Data Migration · Translator Migration · Configuration Updated · Integration Reconfiguration	$28,610.53

Milestone 3: Quality Assurance & User Acceptance Testing · Validation & Data Integrity Checks · Customer-Specific Testing & Validation · Functional Testing · User Acceptance Testing · Performance Testing	$17,881.58
Milestone 4: Operational Readiness & Go-Live Execution · Roll Back Plan · Dispatcher Training · Field Training · Go-Live Coordination	$14,305.26
Milestone 5: Post-Implementation Stabilization & Support · Month long post go-live support	$3,576.31

Maintenance and Support:

100% on Initial Software Installation	$7,875.00

13 Change Management

Any changes to this scope of work must be documented and agreed upon in writing via a formal change order, including changes related to testing duration, training, environment counts, or additional integrations.

14 Legal Terms and Conditions

Authorization

Signature indicates the parties have read, understood and agreed to all the contents of this agreement.

The pricing in this agreement is valid until March 30, 2026.

Under no circumstances shall ServiceLink be liable for any special, indirect, consequential, punitive or incidental damages of any kind and shall not be liable for loss of profits, work stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this Scope of work. ServiceLink shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by ServiceLink under this agreement.

15 Appendices

15.1 ServiceLink Version 8 Technical Specifications

15.1.1 Hardware Requirements

15.1.1.1 Option#1: ServiceLink application and database on the same server

System Component	Minimum hardware requirements	Software requirements
ServiceLink Application Server	32-Core CPU RAM 64 GB, Disk: 1TB+	OS: Windows Server 2019 standard or higher (Windows Server 2022 recommended) (or) Ubuntu 22 or 24 (or) Oracle Linux 8 or 9 Database: SQL Server 2016 or higher (SQL Server 2022 recommended) (or) Oracle 19c or 21c

Note: Two (2) of these servers (Option 1 or 2) are required: Test and Production.

15.1.1.2 Option#2: ServiceLink application on one server and database in a shared environment

System Component	Minimum hardware requirements	Software requirements
ServiceLink Application Server	16-Core CPU RAM 32 GB, Disk: 500GB+	OS: Windows Server 2019 standard or higher (Windows Server 2022 recommended) (or) Ubuntu 22 or 24

System Component	Minimum hardware requirements	Software requirements
		(or) Oracle Linux 8 or 9 (or) Oracle Linux 8 or 9

Note: Two (2) of these servers (Option 1 or 2) are required: Test and Production.

15.1.1.3 Option#3: ServiceLink running in Azure using Azure SQL

System Component	Operational Parameters	Software requirements
ServiceLink Database Azure SQL	The minimum is Azure SQL Standard NEVER Basic	
	For small (less than 10 users/ less than 100 orders/day)	S1
	Up to 25 Users, 500 orders/day	S2
	Up to 100 Users, 1000 orders/day	S3
	Over 100 users	P Levels are appropriate. Contact ServiceLink for assistance. This will also depend on the number of orders.

15.1.1.4 Option#4: ServiceLink running in Amazon Web Services (AWS) with SQL Server

The ServiceLink team opts for this option when it needs to host for the customer.

15.1.1.4.1 Test and UAT (if needed) Environments

System Component	Operational Parameters	Instances Size
AWS Application Load Balancer	N/A	
AWS Web Application Firewall		
Test Application Server and Test Database		t3a.2xlarge Linux instance with 550 GB Storage
S3 Storage		

15.1.1.4.2 Production Environment

System Component	Operational Parameters	Instances Size
AWS Application Load Balancer		

System Component	Operational Parameters	Instances Size
AWS Web Application Firewall		
Production Database Server	Regular Deployment - Up to 25 Users, 500 orders/day	c6i.2xlarge instance with 750 GB drive Linux instance with SQL Server 2022 standard
	Large Deployment - Up to 100 Users, 1000 orders/day	c6i.2xlarge instance with 750 GB drive Linux instance with SQL Server 2022 standard
	Very Large Deployment - Greater than 100 Users, 1000 orders/day	c6i.4xlarge instance with 500 GB drive Linux instance with Server 2022 standard
Production Application Server	Regular Deployment - Up to 25 Users, 500 orders/day	c6i.2xlarge instance with 500 GB drive Linux instance
	Large Deployment - Up to 100 Users, 1000 orders/day	c6i.4xlarge instance with 500 GB drive Linux instance
	Very Large Deployment - Greater than 100 Users, 1000 orders/day	c6i.4xlarge instance with 500 GB drive Linux instance
S3 Storage	a. Store daily database backups b. Store daily runtime image backups c. Store work order images	

15.1.2 Software Requirements

Name	Version	Comments
MSMQ (Microsoft Message Queueing)	N/A	Windows feature needs to be enabled.
JRE	Java 8 Update 292	Included with the build
Erlang OTP	20.3+	
RabbitMQ Server	3.8.0+	Latest version tested: 3.9.12
NGNIX	1.17.5+	Proxy/Load balancing tool. SSL Certificate to be provided by the customer.

Name	Version	Comments
Access to Firebase server https://fcm.googleapis.com/fcm/send	N/A	ServiceLink uses Firebase for push notifications (Only for iOS and Android clients) Access to Google Firebase Cloud is needed from the Application server as well as mobile devices.
Access to Monitoring tool URL: https://monitoring.ServiceLinkplatform.net Port: 5672	N/A	ServiceLink cloud based monitoring tool send notifications to support team if issues related to application outage found.
Google Chrome or Firefox	latest	Needed for verification purposes.
SQL Server Management Studio (SSMS)	17+	Needed for running SQL migration scripts during application install or upgrade.
Notepad++	7+	Nice to have, needed for making configuration changes.

15.1.3 Router Requirements

System Component	Minimum hardware requirements	Software requirements
ServiceLink Routing Server	8-Core CPU RAM 16 GB, Disk: 500GB+	OS: Windows Server 2019 standard or higher (Windows Server 2022 recommended) (or) Ubuntu 22 or 24 (or) Oracle Linux 8 or 9

15.1.4 Application Requirements

15.1.4.1 Dispatch Application

ServiceLink's Dispatch application is a web-based application, and it runs on any major modern browser. We recommend the following browsers:

- Google Chrome 41+
- Firefox 40+
- Safari 9+
- Opera 28+
- Microsoft Edge 45+ (when released out of Beta)

15.1.4.2 Mobile Application

15.1.4.2.1 Android

15.1.4.2.1.1 Software Requirements

System Component	Supported	Unsupported
Android Mobile		
Operating System	Recommended Android 7.1.2 and above. Reduced performance for Android versions below 7.1.2	Android 4.4.4 and below
Mapping	Google Play Services Accessible ServiceLink for Android uses the latest Google Maps components for mapping which require the device to have access to Google Play Services.	Non-Google Play accessible devices

15.1.4.2.1.2 Hardware Requirements

System Component	Example
10" Tablet form factor 7" Tablet form factor Phone form factor	Samsung Galaxy Tab S7 Google Pixel 5 Phone GPS required
Processor	Modern dual core or better processor
Memory	2GB + 4GB + recommended
Internet Access	3G, 4G, Wifi depending on need to be online at all times
Storage	32 GB or greater is recommended

15.1.4.2.2 iOS

We will support 1 major version back for iOS and iPad OS. (iOS 17 is the current version, we support iOS 16 and above). Any Apple device running on these OS versions will work with Service-Link. This gives one year notice for any devices aging out of Apple support.

System Component	Software Requirements
iPad	iPadOS 16.x+ iPad w/Cellular data required for GPS functionality
iPhone	iOS 16.x+

15.1.4.2.3 Windows

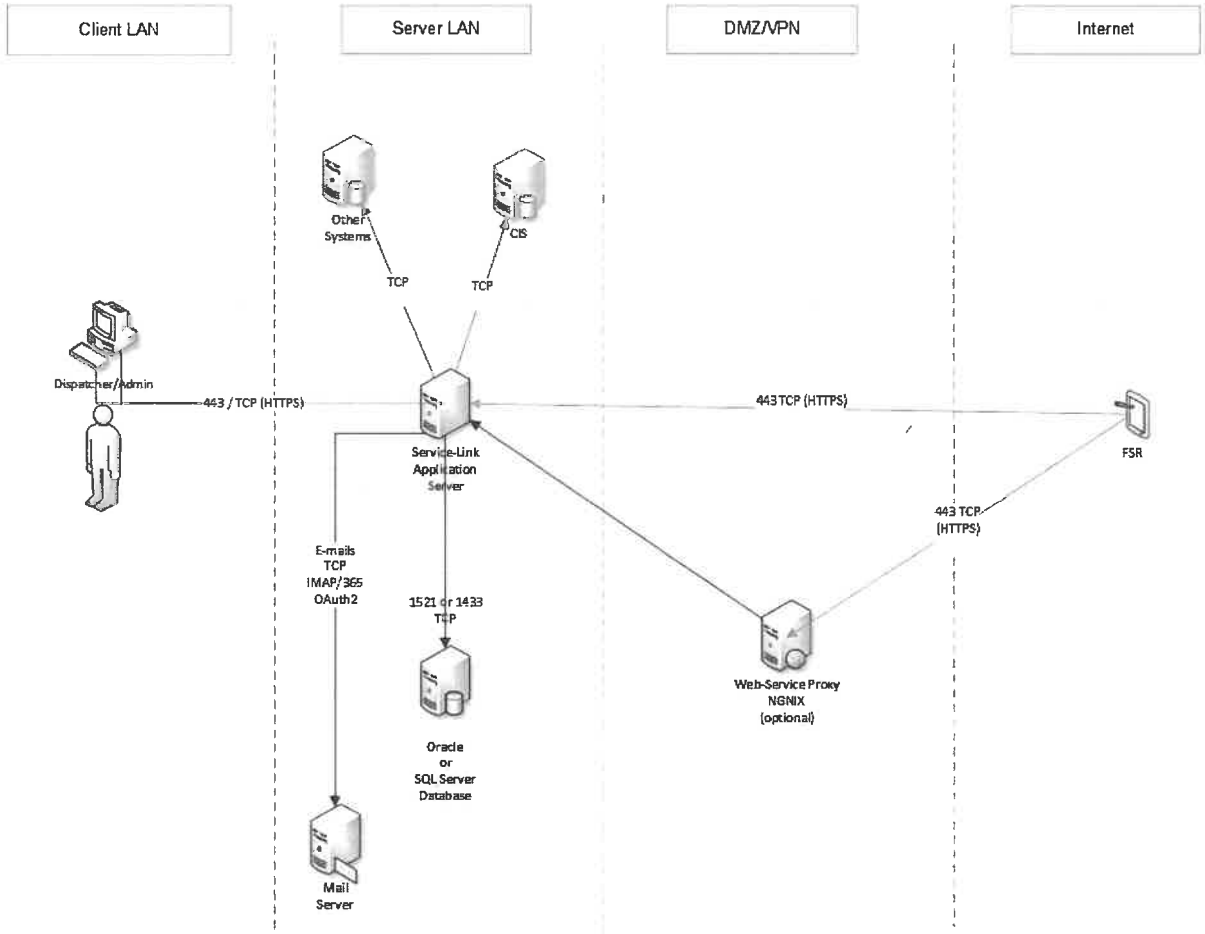
Minimum Hardware Requirements	Software Requirements
Dual-Core CPU RAM 4GB+, Disk: 128GB+	OS: Windows 10 Pro, 64-bit

15.1.4.2.4 Web (PWA)

Browser	Supported Operating Systems	Versions Supported
Google Chrome	Windows, macOS, Linux, Chrome OS	The current version and 1 major version back
Safari	iOS	The current version and 1 major version back
Microsoft Edge	Windows, macOS, Android	The current version and 1 major version back

15.2 Architecture Diagram

The diagram below represents the standard architecture for the ServiceLink application. Actual deployment details may vary based on the Customer's infrastructure, system integrations, and environment-specific requirements.


Client LAN
Server LAN
DMZ/VPN
Internet
Other Systems
CIS
TCP
TCP
Dispatcher/Admin
443 / TCP (HTTPS)
Service-Link Application Server
443 TCP (HTTPS)
FSR
443 TCP (HTTPS)
E-mails TCP IMAP/365 OAuth2
1521 or 1433 TCP
Web-Service Proxy NGNIX (optional)
Oracle or SQL Server Database
Mail Server

Polk County

Board of County Commissioners

Agenda Item R.36. 6/16/2026

SUBJECT

Approve Interlocal Agreement with the Tohopekaliga Water Authority and the accompanying Resolution regarding utility service area boundaries in portions of unincorporated areas of eastern Polk County. (No fiscal impact)

DESCRIPTION

The Tohopekaliga Water Authority ("Toho") is an independent special district created by the Florida Legislature to provide potable and non-potable water and wastewater services within statutorily defined district boundaries. Portions of eastern unincorporated Polk County are included within Toho's district boundaries.

In 2025, the Florida Legislature passed House Bill 4057 which when signed into law became Chapter 2025-244, Laws of Florida. This legislation, which the County supported, extends Toho's district boundaries into additional unincorporated areas (the "Extended Toho Area") of northeast unincorporated Polk County near Poinciana.

The "Extended Toho Area" is not within Polk County Utilities service area, nor the service area of any other utility provider. The County does not provide potable water, reclaimed water, or wastewater services within the Extended Toho Area and has no plans to do so. For the extended Toho district boundaries to be effective, the Board of County Commissioners must adopt a Resolution authorizing Toho to provide these services within the Extended Toho Area. A proposed authorizing Resolution which includes a description and depiction of the Extended Toho Area is attached as part of this agenda item. In addition to the Resolution, Toho has requested the County enter into an Interlocal Agreement granting Toho an irrevocable right to provide potable water, wastewater, and reclaimed water services within the Extended Toho Area. The attached proposed agreement grants Toho those rights which can be terminated if the Florida Legislature later revises the Toho district boundaries to exclude all or any portion of the Extended Toho Area. The Interlocal Agreement also corrects a minor scrivener's error in the legal description of the Extended Toho Area.

RECOMMENDATION

Request Board approve the Interlocal Agreement with the Tohopekaliga Water Authority and the accompanying Resolution regarding utility service area boundaries in portions of unincorporated areas of eastern Polk County.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Tamara Richardson

Utilities Division Director
863-298-4246

Tom Norsworthy
Deputy County Attorney
863-534-6730

INTERLOCAL AGREEMENT
GRANTING TOHOPEKALIGA WATER AUTHORITY AN IRREVOCABLE RIGHT TO PROVIDE POTABLE WATER, WASTEWATER, AND RECLAIMED WATER SERVICES WITHIN CERTAIN UNINCORPORATED AREAS OF POLK COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into as of the Effective Date defined in Section 12 below, by and between Polk County ("County"), a political subdivision of the State of Florida, and the Tohopekaliga Water Authority ("Toho"), an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature (each, a "Party;" together, the "Parties");

WHEREAS Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, as amended, authorizes certain public agencies to enter into Interlocal Agreements for their mutual benefit; and

WHEREAS, Section 125.01, Florida Statutes, authorizes County to provide water, wastewater, and reclaimed water services (collectively, the "Water Utility Services"); and

WHEREAS, County provides Water Utility Services to unincorporated areas within the east and northeast geographic regions of Polk County through regional utility service areas which it has established and maintains within those regions; and

WHEREAS Toho provides Water Utility Services to customers within the City of Kissimmee, unincorporated areas of Osceola County, certain unincorporated areas of Orange County, and certain unincorporated areas of eastern Polk County; and

WHEREAS, in 2025 the Florida Legislature passed House Bill (HB) 4057, confirming and expanding the boundaries of Toho's service area (the boundaries as thereby expanded are the "Toho Service Area"), which was signed by the Governor and enrolled as Chapter 2025-244, Laws of Florida ("Chapter 2025-244"), effective June 6, 2025; and

WHEREAS, Toho has requested and the County has agreed to grant Toho those rights, powers, authority, privileges, and abilities the County possesses to provide Water Utility Services within that portion (the "Polk Portion") of the Toho Service Area located within unincorporated Polk County; and

WHEREAS, as required by Chapter 2025-244, the County is concurrently adopting a Resolution authorizing Toho to provide Water Utility Services within the Polk Portion of the Toho Service Area; and

WHEREAS, because the Parties have identified a scrivener's error within the Chapter 2025-244 legal description of the Polk Portion, they have modified the Polk Portion legal description (as corrected, the "Modified Polk Portion") within this Agreement and within the Chapter 2025-244 required Resolution to correct that error;

NOW, THEREFORE, in consideration of the terms, covenants, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree, as follows:

1. **Recitals.** The recitals stated above are true, correct, form an integral part of the Agreement, and are incorporated herein.

2. **Water Utility Services.**

a. Subject to the following stated conditions, the County hereby irrevocably and perpetually grants Toho those rights, powers, authority, privileges, and abilities the County possesses to be the provider of Water Utility Services within the Modified Polk Portion of the Toho Service Area as described and depicted on Exhibit "A" attached hereto and made a part of this Agreement, commencing as of the Effective Date and continuing perpetually thereafter, subject to the rights, if any, a municipality may have pursuant to Florida Statues, Chapter 180, and of the rights, if any, of private Water Utility Service providers operating therein. Notwithstanding the foregoing grant, if at any time the Florida Legislature changes the Toho Service Area to remove all or part of the Polk Portion, then the rights granted herein as to those parts shall terminate.

b. Toho shall construct, operate, and maintain the Water Utility Services facilities within the Modified Polk Portion in accordance with its policies, procedures, standards, and specifications and all Reference Manuals described therein as the same may be amended, updated and revised in the future. Additionally, Toho shall abide by any applicable Polk County building ordinances which may be applicable to the construction and installation of the Water Utility Services.

c. Toho shall be entitled to establish, collect, and receive all rates, fees, charges, assessments, revenues, and other amounts due for establishing and providing Water Utility Services within the Modified Polk Portion. Toho shall own all easements, facilities, structures, and improvements of any kind or nature whatsoever associated with providing the Water Utility Services which it may acquire, obtain, and construct within the Modified Polk Portion. County shall have no right or obligation to plan, review, inspect, construct, install, repair, maintain, or replace the Water Utility Services facilities within the Modified Polk Portion, or any part thereof, to pay any costs associated therewith, or to establish, collect or receive any rates, fees, charges, assessments, revenues, or other amounts due for establishing and providing those services.

3. **Boundaries of Toho Service Area; Scrivener's Error.** The following correction to the scrivener's error contained within the Polk Portion of the Toho Service Area stated in Chapter 2025-244 has been made within the Modified Polk Portion legal description attached as Exhibit "A:"

a. Lines 104 through 106 of enrolled HB 4057 and the corresponding section of

Section 1 in Chapter 2025-244 should read as follows:

- "Range 28 East, North of Lake Marion and all of Section 30, Township 27 South, Range 28 East, North of Lake Marion, less the Southwest ¼ of the Southwest ~~Northwest~~ ¼"

4. **Notices.** Whenever either Party desires or is required to give notice to the other, it must be given by written notice delivered: (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the Party for whom it is intended at the place last specified by each Party. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 4. For the present, the Parties designate the following as their respective places for giving notice:

To County:	Polk County Attn: Utilities Director 1011 Jim Keene Boulevard Winter Haven, Florida 33880
With a copy to:	Polk County Attorney's Office Attn.: County Attorney 330 W. Church Street Bartow, Florida 33830
To Toho:	Executive Director Tohopekaliga Water Authority 951 Martin Luther King Blvd. Kissimmee, Florida 34741
With a copy to:	General Counsel Tohopekaliga Water Authority 951 Martin Luther King Blvd. Kissimmee, Florida 34741

All notices shall be effective upon receipt or upon refusal to accept receipt.

5. **Default.** Subject to the mediation requirements of Section 6 below, upon any default of this Agreement, the non-defaulting Party shall have the right to seek injunctive relief for specific performance from the defaulting Party. The Parties hereby stipulate a default of this Agreement shall cause irreparable harm to the non-defaulting Party. Consequently, if a Party defaults in its Agreement obligations and a reviewing court finds the default has caused irreparable harm to the non-defaulting Party, the defaulting Party hereby consents to the court's entry of a permanent injunction against the defaulting Party requiring it to immediately correct its default and specifically perform its Agreement obligations, and enjoining it from any further default hereunder.

6. **Mediation.** If a dispute arises 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 both 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 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 both of the 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.

7. **Attorneys' Fees and Costs.** If there is any dispute between the Parties regarding or arising from this Agreement, or any action to interpret or enforce the Agreement or any part thereof, then each Party agrees to pay their own expense for any litigation, mediation, negotiation, or other form of alternative dispute resolution, which includes without limitation attorneys' fees, costs, and expenses associated with any such dispute or action to include all appellate proceedings.

8. **Applicable Law.** This Agreement and its provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

9. **Venue; Waiver of Jury Trial.** Venue of all actions or proceedings pertaining to this Agreement shall be the Circuit Court in and for Polk County, Florida. Each Party waives the right to a jury trial.

10. **Counterparts.** This Agreement may be executed in up to two (2) counterparts, each of which is an original and both of which shall constitute but one and the same instrument.

11. **Entire Agreement.** 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.

12. **Effective Date.** The "Effective Date" of this Agreement will be the later date the fully executed instrument is filed with the Clerk of the Circuit Court of Polk County or the Clerk of the Circuit Court of Osceola County, either or both in accordance with Section 163.01, Florida Statutes. County agrees to file the fully executed Agreement with the Clerk of the Circuit Court of Polk County or the Clerk of the Circuit Court of Osceola County, in accordance with Section 163.01, Florida Statutes, and will be responsible for any costs related thereto.

IN **WITNESS WHEREOF,** the Parties have executed this Agreement as of the Effective Date.

ATTEST:
STACY M. BUTTERFIELD, Clerk

By:_____
Deputy Clerk

Reviewed as to form and legal sufficiency:

By:_____
County Attorney's Office

ATTEST:

_____
Tom White, Secretary
Board of Supervisors

POLK COUNTY, a political subdivision of the State of Florida

By:_____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

Date: _____, 2026

TOHOPEKALIGA WATER AUTHORITY

By:_____
Henry Thacker, Chair
Board of Supervisors

Date: May 13, 2026

Legal Description of Poinciana Service Area located in Polk County, Florida.

In Township 26 South, Range 28 East

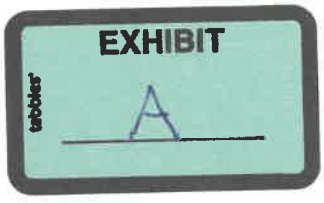
Section 29:	The East ½.
Section 32:	The East ½.

In Township 27 South, Range 28 East

Section 5:	All.
Section 6:	All.
Section 7:	All.
Section 8:	All.
Section 13:	All.
Section 14:	All.
Section 15:	All.
Section 16:	All.
Section 17:	All.
Section 18:	All.
Section 19:	All.
Section 20:	All.
Section 21:	All.
Section 22:	All.
Section 23:	All.
Section 24:	All.
Section 25:	All.
Section 26:	All.
Section 27:	All.
Section 28:	All.
Section 29:	All, north of Lake Marion.
Section 30:	All, north of Lake Marion, less the SW ¼ of the SW ¼.
Section 32:	All, north and east of Lake Marion.
Section 33:	All.
Section 34:	All.
Section 35:	All.
Section 36:	All

In Township 28 South, Range 28 East

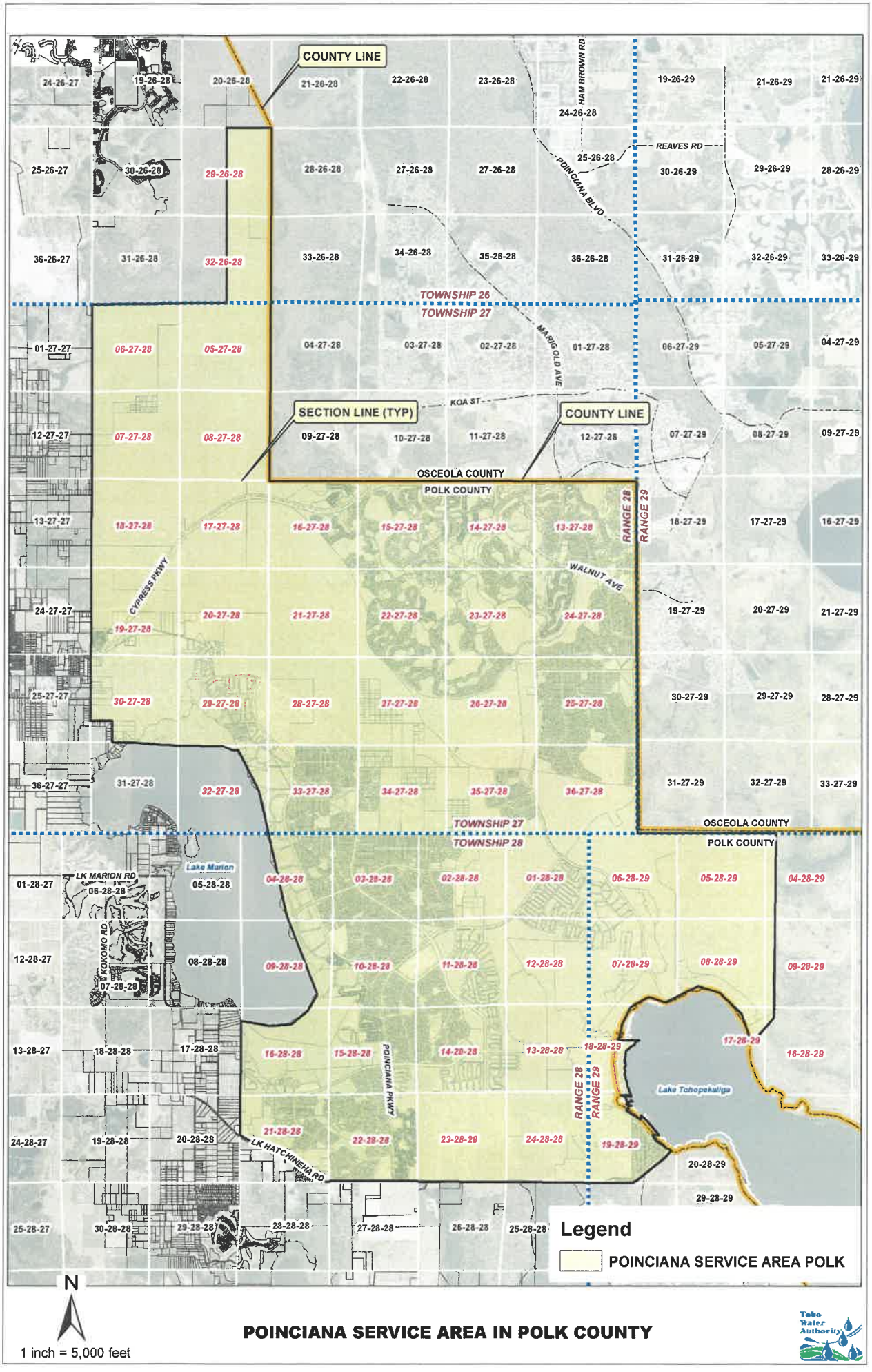
Section 1:	All.
Section 2:	All.
Section 3:	All.



Section 4:	All, east of Lake Marion.
Section 9:	All, east of Lake Marion.
Section 10:	All.
Section 11:	All.
Section 12:	All.
Section 13:	All.
Section 14:	All.
Section 15:	All.
Section 16:	All, south of Lake Marion.
Section 21:	All, less portion of section 21 lying south of Lake Hatchineha Road (SR 542).
Section 22.	All.
Section 23	All.
Section 24	All.

In Township 28 South, Range 29 East

Section 4:	The west 660 feet.
Section 5	All.
Section 6	All.
Section 7	All.
Section 8	All.
Section 9:	The west 660 feet.
Section 16:	The NW ¼, of the NW ¼, of the NW ¼, lying northwest of the canal.
Section 17:	The portion of section 17 lying northwest of the canal and east of Lake Hatchineha.
Section 18:	All of section lying west of Lake Hatchineha.
Section 19:	All of section lying north and west of the canal.


COUNTY LINE
HAM BROWN RD
REAVES RD
POINCIANA BLVD
TOWNSHIP 26
TOWNSHIP 27
MARIGOLD AVE
KOA ST
SECTION LINE (TYP)
COUNTY LINE
OSCEOLA COUNTY
POLK COUNTY
RANGE 28
RANGE 29
CYPRESS PKWY
WALNUT AVE
TOWNSHIP 27
TOWNSHIP 28
OSCEOLA COUNTY
POLK COUNTY
Lake Marion
LK MARION RD
KOKOMO RD
POINCIANA PKWY
LK HATCHINEHA RD
Lake Tohopekaliga
RANGE 28
RANGE 29
Legend
POINCIANA SERVICE AREA POLK
N
1 inch = 5,000 feet
POINCIANA SERVICE AREA IN POLK COUNTY
Tohopekaliga Water Authority

RESOLUTION 2026 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE TOHOPEKALIGA WATER AUTHORITY TO PROVIDE POTABLE WATER, WASTEWATER, AND RECLAIMED WATER UTILITY SERVICES WITHIN ITS AMENDED DISTRICT BOUNDARIES LOCATED IN UNINCORPORATED AREAS OF POLK COUNTY AS DESCRIBED IN CHAPTER 2025-244, LAWS OF FLORIDA; AND APPROVING AN INTERLOCAL AGREEMENT WITH THE AUTHORITY GRANTING IT THE RIGHT TO PROVIDE THOSE WATER UTILITY SERVICES THEREIN.

WHEREAS, Section 125.01, Florida Statutes, authorizes the County to provide water, wastewater, and reclaimed water services (collectively, the "Water Utility Services") within the unincorporated areas of Polk County; and

WHEREAS, the Tohopekaliga Water Authority ("Toho"), an independent special district established and created by special act of the Florida Legislature pursuant to Chapter 189, Florida Statutes, provides Water Utility Services within its defined district boundaries and service area which includes portions of eastern Polk County; and

WHEREAS, in 2025, Toho requested the County's support of legislation that would extend Toho's district boundaries and water utility service area into an additional portion (the "Modified Polk Portion") of northeast unincorporated Polk County near Poinciana where the County does not plan to establish and provide Water Utility Services; and

WHEREAS, with the County supporting the legislation, the Florida Legislature subsequently passed House Bill 4057, amending and expanding Toho's district boundaries into the Modified Polk Portion, with the Governor signing the bill into law as Chapter 2025-244, Laws of Florida ("Chapter 2025-244"), effective June 6, 2025; and

WHEREAS, Chapter 2025-244 conditions the amendment and expansion of Toho's district boundaries into the Modified Polk Portion upon the Board of County Commissioners adopting a resolution authorizing Toho to provide its Water Utility Services therein; and

WHEREAS, in association with its adoption of the Resolution, Toho has requested the County concurrently grant Toho those rights, powers, authority, privileges, and abilities the County possesses to provide the Water Utility Services within the Modified Polk Portion through an Interlocal Agreement between the parties; and

WHEREAS, approval of the Interlocal Agreement supports Toho's ability to provide Water Utility Services to Polk County residents and businesses within the Modified Polk Portion;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA AT ITS DULY NOTICED REGULAR MEETING CONDUCTED JUNE 2, 2026, THAT:

1. The Board hereby authorizes Toho to provide the Water Utility Services within the Modified Polk Portion as defined and depicted on the attached Exhibit "A."

2. The Board approves the County entering into an Interlocal Agreement with Toho whereby the County grants Toho an irrevocable right to provide the Water Utility Services within the Modified Polk Portion, subject to a termination of that right as to the whole or any sub-portion thereof if the Florida Legislature subsequently removes any such area from Toho's district boundary.

ADOPTED THIS 2ND DAY OF JUNE 2026.

ATTEST:
STACEY M. BUTTERFIELD, Clerk

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Martha Santiago, Ed. D., Chair

Legal Description of Poinciana Service Area located in Polk County, Florida.

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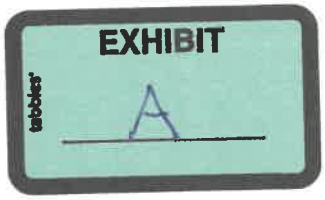
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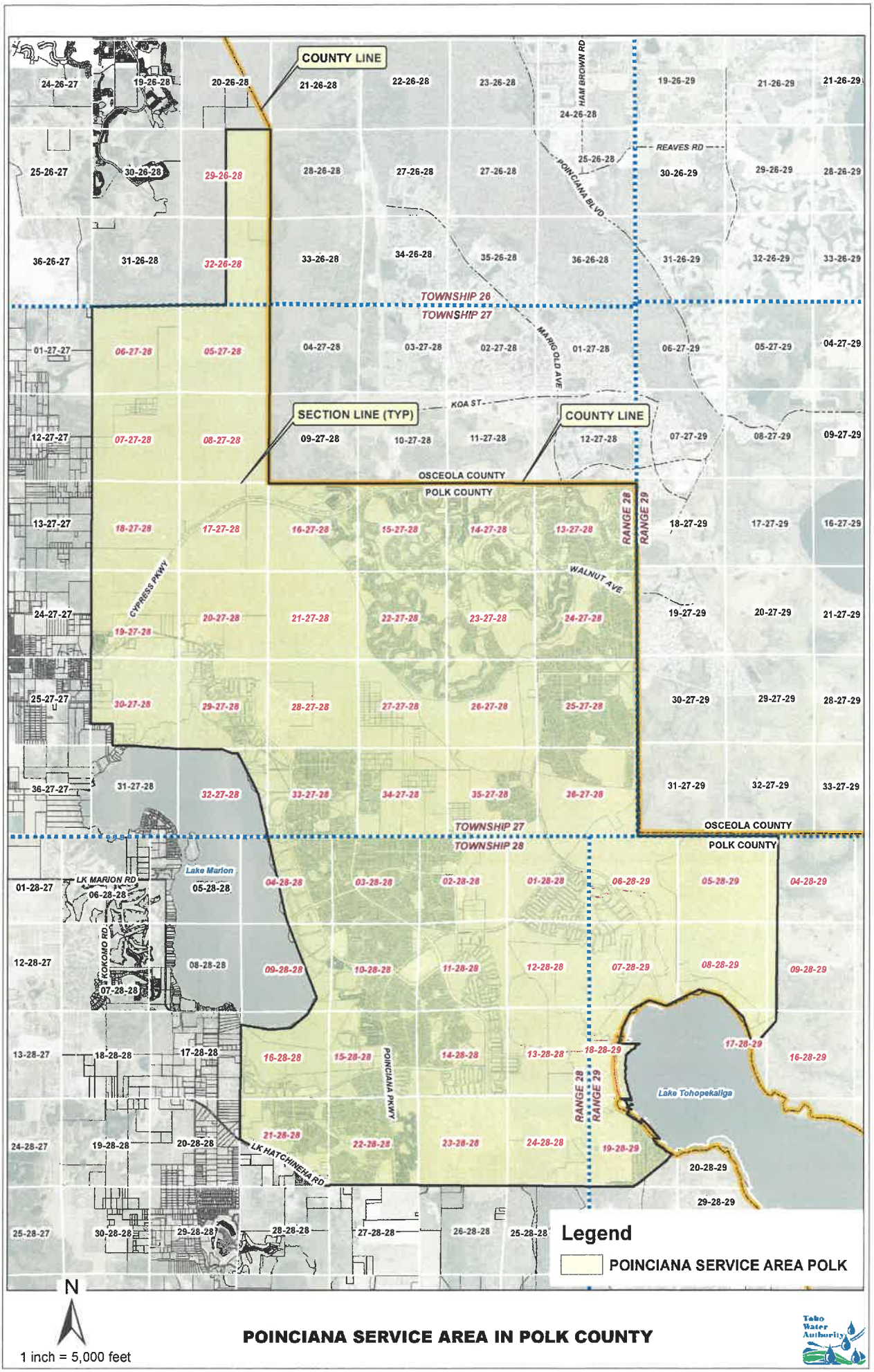
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SECTION LINE (TYP)
COUNTY LINE
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REAVES RD
POINCIANA BLVD
MARIGOLD AVE
KOA ST
CYPRESS PKWY
WALNUT AVE
LK MARION RD
KOKOMO RD
LK HATCHINEHA RD
POINCIANA PKWY
TOWNSHIP 26
TOWNSHIP 27
TOWNSHIP 28
RANGE 28
RANGE 29
OSCEOLA COUNTY
POLK COUNTY
Lake Marion
Lake Tohopekaliga
Legend
POINCIANA SERVICE AREA POLK
N
1 inch = 5,000 feet
POINCIANA SERVICE AREA IN POLK COUNTY
Tohopekaliga Water Authority

BACKUP DOCUMENTS

POLK COUNTY

COPY

SUBJECT

Approve Interlocal Agreement with the Tohopekaliga Water Authority and the accompanying Resolution regarding utility service area boundaries in portions of unincorporated areas of eastern Polk County.

DESCRIPTION

The Tohopekaliga Water Authority ("Toho") is an independent special district created by the Florida Legislature to provide potable and non-potable water and wastewater services within statutorily defined district boundaries. Portions of eastern unincorporated Polk County are included within Toho's district boundaries.
In 2025, the Florida Legislature passed House Bill 4057 which when signed into law became Chapter 2025-244, Laws of Florida. This legislation, which the County supported, extends Toho's district boundaries into additional unincorporated areas (the "Extended Toho Area") of northeast unincorporated Polk County near Poinciana.

The "Extended Toho Area" is not within Polk County Utilities service area, nor the service area of any other utility provider. The County does not provide potable water, reclaimed water, or wastewater services within the Extended Toho Area and has no plans to do so. For the extended Toho district boundaries to be effective, the Board of County Commissioners must adopt a Resolution authorizing Toho to provide these services within the Extended Toho Area. A proposed authorizing Resolution which includes a description and depiction of the Extended Toho Area is attached as part of this agenda item. In addition to the Resolution, Toho has requested the County enter into an Interlocal Agreement granting Toho an irrevocable right to provide potable water, wastewater, and reclaimed water services within the Extended Toho Area. The attached proposed agreement grants Toho those rights which can be terminated if the Florida Legislature later revises the Toho district boundaries to exclude all or any portion of the Extended Toho Area. The Interlocal Agreement also corrects a minor scrivener's error in the legal description of the Extended Toho Area.

RECOMMENDATION

Request Board approve the Interlocal Agreement with the Tohopekaliga Water Authority and the accompanying Resolution regarding utility service area boundaries in portions of unincorporated areas of eastern Polk County.

FISCAL IMPACT

No fiscal impact.

COPY

CONTACT INFORMATION

Tamara Richardson
Utilities Division Director
863-298-4246

Tom Norsworthy
Deputy County Attorney
863-534-6730

COPY

Project Checklist

- Project Name: Approve Interlocal Agreement with the Tohopekaliga Water Authority and the accompanying Resolution regarding utility service area boundaries in portions of unincorporated areas of eastern Polk County
- Project Location: Eastern Polk County
- Source of Funds: NA
- Project Cost Summary: NA
- Certifications: This request has been reviewed by:

Charles Richards, C.P.A
Deputy Director of Customer Service and Finance

Tamara Richardson, P.E.
Utilities Division Director

Polk County

Board of County Commissioners

Agenda Item R.37. 6/16/2026

SUBJECT

Approve a resolution granting authority to the Utilities Division Director to apply for a loan from the State Revolving Loan program. (No fiscal impact)

DESCRIPTION

In 2025, the Utilities Division submitted a request for inclusion in a funding program from the State of Florida for facilities impacted by Hurricanes Helene and Milton. Polk County was selected to apply for approximately $14 million of grant funding to be applied towards construction of equalization basins at the Southwest and Northwest Wastewater Treatment Facilities.

The grant program is being administered by the State Revolving Fund (SRF) Loan. As such, Polk County has applied for a loan which will be 100% forgiven. The Florida Department of Environmental Protection has requested the Board adopt a resolution affirming the Utilities Division Director's authority to submit the application.

RECOMMENDATION

Request Board approve resolution granting authority to the Utilities Division Director to apply for a loan from the State Revolving Loan program. (No fiscal impact)

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Jeremiah Jones
Capital Projects Manager
jeremiahjones@polkfl.gov

RESOLUTION 2026 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, AUTHORIZING THE COUNTY TO APPLY FOR A STATE REVOLVING LOAN WHOSE PROCEEDS WILL BE USED TO CONSTRUCT EQUALIZATION BASINS AT THE NORTHWEST AND SOUTHWEST REGIONAL WASTEWATER TREATMENT FACILITIES, RATIFYING THE SUBMISSION OF A LOAN APPLICATION; AND DELGATING AUTHORITY TO THE UTILITIES DIVISION DIRECTOR TO SIGN THE DOCUMENTS NECESSARY TO COMPLETE THE APPLICATION ON BEHALF OF THE COUNTY.

WHEREAS, Polk County (the "County") has submitted an application for a State Revolving Fund loan (the "Loan") through the Florida Department of Environmental Protection ("FDEP") to obtain funds which will be used for the Construction of equalization basins at the Northwest and Southwest Wastewater Treatment Facilities; and

WHEREAS, as part of the application process FDEP has requested written evidence the Board has authorized the County to apply for the Loan; and

WHEREAS, to facilitate the Loan application processes, the Board of County Commissioners has determined it expedient to delegate authority to the Utilities Division Director to execute and submit on behalf of the County all documents necessary for the County to complete the application;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA AT ITS DULY NOTICED REGULAR MEETING CONDUCTED _____, 2026, THAT:

1. The Board authorizes the County to apply for the Loan and ratifies the prior submission of the Loan application
2. The Board hereby authorizes the Utilities Director to sign all documents on behalf of the County which are necessary to complete the application.
3. This Resolution shall be effective upon its adoption.

ADOPTED THIS _____ST DAY OF _____, 2026.

ATTEST:

STACY M. BUTTERFIELD, Clerk

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Martha Santiago, Ed. D., Chair

DRAFT

SUBJECT

Approve a resolution granting authority to the Utilities Division Director to apply for a loan from the State Revolving Loan program. (No fiscal impact)

DESCRIPTION

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RECOMMENDATION

Request Board approve resolution granting authority to the Utilities Division Director to apply for a loan from the State Revolving Loan program. (No fiscal impact)

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Jeremiah Jones
Capital Projects Manager
jeremiahjones@polkfl.gov

Agenda Item R.38. 6/16/2026

SUBJECT

Request Board approve CareerSource Polk's 2026-2027 Preliminary Budget.

DESCRIPTION

As outlined in the Interlocal Agreement between the Polk County Workforce Development Board, Inc., d/b/a CareerSource Polk and the Polk County Board of County Commissioners, Section V, Paragraph M: "The chief elected official shall review and approve the Board's annual budget prior to its submittal to CareerSource Florida, Inc."

CareerSource Polk will continue to operate in accordance to applicable federal and state laws, rules, and regulations.

RECOMMENDATION

Recommend Board approve CareerSource Polk's preliminary budget for PY 2026-2027.

FISCAL IMPACT

None.

CONTACT INFORMATION

Randy Mink, County Attorney
863-534-7679

Stacy Campbell-Domineck
President & CEO CareerSource Polk
863-508-1600

careersourcepolk.com

May 2026

CareerSource Florida
Attention: Budget Review
1580 Waldo Palmer Lane
Tallahassee, FL-Suite 1

To Whom It May Concern:

The CareerSource Polk 2026-2027 Final Budget has been approved by the Polk County Board of County Commissioners. The Polk County Board of Commissioners is designated as the chief elected official of the Local Workforce Development Board, Region 17. Colonel Gary Clark serves as Chair of the Polk County Workforce Development Board, Inc. d/b/a CareerSource Polk and Stacy Campbell-Domineck, serves as the President & CEO.

Should you have any questions related to the budget, please do not hesitate to contact Stacy Campbell-Domineck, President & CEO of Polk County Workforce Development Board, Inc., via email at stacy.campbell-domineck@careersourcepolk.com.

Martha Santiago
Chief Elected Official
Polk County Board of County Commissioners

Date

Gary E Clark

Colonel Gary Clark, Chair
Polk County Workforce Development Board, Inc.

May 21, 2026
Date

Stacy Campbell-Domineck

Stacy Campbell-Domineck, CEO
Polk County Workforce Development Board, Inc.

May 21, 2026
Date

CareerSource Polk
Preliminary Budget
2026-2027

		WIOA				FloridaCommerce					SNAP	TANF
	Total	Adult	Dislocated Worker	Rapid Response	Youth	RESEA	Wagner-Peyser	Network Navigators	DLC	State Controlled Salaries	SNAP	Welfare Transition Program
Available Funding Budgeted:												
PY 26-27 Allocation	7,804,271.00	1,488,595.00	1,137,518.00	140,000.00	1,407,677.00	175,000.00	135,000.00	150,000.00	8,175.00	860,000.00	109,940.00	2,192,366.00
PY 25-26 Carryover	3,752,837.01	1,142,031.87	1,137,518.00	-	1,034,157.01	5,023.56	9,488.06	-	14,593.57	-	53,284.99	356,739.95
PY 27-28 Planned Carryover	(2,016,895.00)	(744,297.50)	(568,759.00)	-	(703,838.50)	-	-	-	-	-	-	-
Total Available Funding Budgeted:	**9,540,213.01**	**1,886,329.37**	**1,706,277.00**	**140,000.00**	**1,737,995.51**	**180,023.56**	**144,488.06**	**150,000.00**	**22,768.57**	**860,000.00**	**163,224.99**	**2,549,105.95**
Budgeted Expenditures:												
Salaries & Benefits	380,950.95	82,785.87	74,883.86	6,144.22	76,275.90	7,900.74	6,341.19	6,583.09	999.25	-	7,163.50	111,873.33
Facilities	22,607.16	4,912.85	4,443.91	364.62	4,526.52	468.86	376.31	390.67	59.30	-	425.11	6,639.01
Equipment	18,539.84	4,028.96	3,644.39	299.02	3,712.14	384.51	308.61	320.38	48.63	-	348.63	5,444.57
Operational Support	141,970.65	30,852.17	27,907.29	2,289.79	28,426.07	2,944.40	2,363.20	2,453.35	372.40	-	2,669.65	41,692.32
Indirect Costs Recovery	-	-	-	-	-	-	-	-	-	-	-	-
Indirect Admin Costs	**564,068.61**	**122,579.85**	**110,879.46**	**9,097.66**	**112,940.63**	**11,698.52**	**9,389.31**	**9,747.49**	**1,479.58**	**-**	**10,606.89**	**165,649.23**
Salaries & Benefits	385,614.60	83,799.34	75,800.60	6,219.44	77,209.68	7,997.47	6,418.82	6,663.68	1,011.48	-	7,251.20	113,242.90
Facilities	12,143.81	2,639.02	2,387.12	195.86	2,431.49	251.86	202.14	209.85	31.85	-	228.36	3,566.26
Equipment	3,573.52	776.57	702.45	57.64	715.51	74.11	59.48	61.75	9.37	-	67.20	1,049.43
Operational Support	111,555.59	24,242.56	21,928.58	1,799.24	22,336.22	2,313.61	1,856.92	1,927.76	292.62	-	2,097.72	32,760.37
Indirect Costs Recovery	-	-	-	-	-	-	-	-	-	-	-	-
Indirect Program Costs	**512,887.52**	**111,457.50**	**100,818.75**	**8,272.18**	**102,692.90**	**10,637.05**	**8,537.36**	**8,863.05**	**1,345.33**	**-**	**9,644.47**	**150,618.96**
Salaries & Benefits	3,305,509.41	547,006.05	402,574.04	99,668.79	784,160.14	136,504.71	-	110,396.23	-	-	127,953.41	1,097,246.03
Facilities	337,036.13	57,741.48	41,806.31	10,560.20	74,888.81	11,644.40	47,488.17	11,929.41	5,329.03	-	7,271.87	68,376.44
Equipment	126,620.92	23,736.73	21,301.82	2,036.78	38,214.98	2,389.27	2,536.81	2,006.65	364.78	-	2,112.98	31,920.12
Operational Support	439,818.46	64,959.55	56,071.97	10,364.40	112,498.95	7,149.61	76,536.41	7,057.17	14,249.86	-	5,635.37	85,295.16
FC State-Controlled Salaries	860,000.00	-	-	-	-	-	-	-	-	860,000.00	-	-
Direct Program Costs	**5,068,984.92**	**693,443.81**	**521,754.15**	**122,630.16**	**1,009,762.88**	**157,688.00**	**126,561.39**	**131,389.47**	**19,943.67**	**860,000.00**	**142,973.62**	**1,282,837.76**
Individual Training Accounts	1,666,672.87	848,848.22	767,824.65	-	50,000.00	-	-	-	-	-	-	-
Specialized Training - OJT & CT	310,000.00	100,000.00	200,000.00	-	10,000.00	-	-	-	-	-	-	-
Supportive Services	20,000.00	10,000.00	5,000.00	-	5,000.00	-	-	-	-	-	-	-
ITA Expenditures	**1,996,672.87**	**958,848.22**	**972,824.65**	**-**	**65,000.00**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Work Experience	1,197,599.10	-	-	-	347,599.10	-	-	-	-	-	-	850,000.00
Participant Incentives	100,000.00	-	-	-	100,000.00	-	-	-	-	-	-	-
Teen Pregnancy Prevention	100,000.00	-	-	-	-	-	-	-	-	-	-	100,000.00
Contracted Services Costs	**1,397,599.10**	**-**	**-**	**-**	**447,599.10**	**-**	**-**	**-**	**-**	**-**	**-**	**950,000.00**
Total Budgeted Expenditures:	**9,540,213.02**	**1,886,329.37**	**1,706,277.00**	**140,000.00**	**1,737,995.51**	**180,023.56**	**144,488.06**	**150,000.00**	**22,768.57**	**860,000.00**	**163,224.99**	**2,549,105.95**

careersourcepolk.com

MEMO

To: Dr. Martha Santiago Chair Polk County Board of County Commissioners

From: Stacy Campbell-Domineck, President& CEO

Date: 5/21/2026

Re: **Request for Approval of CareerSource Polk 2026-2027 Preliminary Budget**

CareerSource Polk requests the Commission's approval of CareerSource Polk's 2026-2027 Preliminary Budget.

As outlined in the Interlocal Agreement between the Polk County Workforce Development Board, Inc. d.b.a. CareerSource Polk and the Polk County Board of County Commissioners, Section V, paragraph M: "The chief elected official, shall review and approve the BOARD's annual budget prior to its submittal to CareerSource Florida, Inc."

CareerSource Polk will continue to operate in accordance to applicable federal and state laws, rules, and regulations.

Agenda Item R.39. 6/16/2026

SUBJECT

Request Board approve appointment of Dr. N. Karen Steverson to the CareerSource Board of Directors

DESCRIPTION

This agenda item is presented on behalf of the CareerSource Polk Board of Directors for the purpose of requesting approval of a recommended appointment and authorizing its submission to the Board of County Commissioners (BoCC) for final approval.

Pursuant to Section 107(b)(2)(A) of the Workforce Innovation and Opportunity Act (WIOA), local workforce development boards are required to include representatives of the private sector, including, but not limited to, owners of business concerns, chief executive officers, chief operating officers, or other individuals with substantial management or policy-making authority. Additionally, Section 107(b)(5) of WIOA, in conjunction with Section 445.007(1), Florida Statutes, requires that, to the extent practicable, not less than fifty percent of private sector members represent small businesses, defined as private, for-profit enterprises employing fewer than 500 employees.

The proposed appointment is submitted to fill an existing vacancy within the Education and Training Provider category, representing a private educational institution. Approval of this appointment will ensure that the CareerSource Polk Board of Directors remains in full compliance with its Bylaws and all applicable federal and state statutory requirements.

Education / Training Provider:

N. Karen Steverson, JD, DBA

President, Keiser University - Lakeland Campus

Dr. Steverson is a seasoned higher education executive and licensed attorney with more than 20 years of experience in academic leadership, accreditation, compliance, and organizational management. Her expertise in workforce-aligned education, strategic planning, and community engagement will strengthen the Board’s capacity to advance workforce and economic development initiatives throughout Polk County.

Board Member Nomination Forms and supporting documentation are provided as attachments for reference.

RECOMMENDATION

Recommend Board approve the appointment of Dr. N. Karen Steverson to the CareerSource Polk

Board of Directors, with a term effective July 1, 2026 - June 30, 2030.

FISCAL IMPACT

There is no fiscal impact associated with the appointment.

CONTACT INFORMATION

Randy Mink, County Attorney
863-534-7679

Stacy Campbell-Domineck, President & CEO
CareerSource Polk
863-508-1600

N. Karen Steverson, JD, DBA
President | Higher Education Executive |
Attorney
Lakeland, FL | 863-670-5393 |
karensteverson@gmail.com
Member, Florida Bar – #104821



EXECUTIVE PROFILE

Senior higher education executive and licensed attorney with over 20 years of progressive leadership experience in university administration, academic affairs, accreditation, and organizational management. Proven success in campus leadership, budgeting, compliance, faculty development, and student outcomes, with deep expertise in SACS accreditation, policy governance, and strategic growth.

CORE LEADERSHIP EXPERTISE

University & Campus Leadership | Academic Affairs & Accreditation (SACS) | Budgeting & Financial Oversight | Compliance & Governance | Faculty & Staff Development | Strategic Planning | Community Engagement

PROFESSIONAL EXPERIENCE

Keiser University – Lakeland Campus
President (2022–Present)
• Executive leadership of 1,300+ students and 150 faculty/staff
• Oversight of admissions, financial aid, academics, HR, and operations
• Budgeting, accreditation compliance, safety, facilities, and fundraising

EDUCATION

DBA, Marketing – Keiser University
JD – Stetson University College of Law
MBA – Webber International University
BA, Organizational Management – Warner University

LEGAL EXPERIENCE

Sole Practitioner – Contracts, Real Estate, Civil Litigation
State Attorney's Office – 10th Judicial Circuit
United States Attorney's Office – Tampa, FL

New Member Nomination and Reappointment Data Form

Complete the following information for each individual being nominated for membership. Private sector business members shall be owners of business concerns, chief executive or chief operating officers or non-governmental employers of other private sector executives who have substantial policy or management responsibility.

Name of Nominee:	N. Karen Steverson	Date	4/6/2026
Title:	President		
Company:	Keiser University - Lakeland		
Address:	2400 Interstate Drive, Lakeland, FL 33805		
Phone Number:	863-670-5393	Fax Number:	
Email address:	ksteverson@keiseruniversity.edu		

Required for reporting to the Secretary of State per 2003 Florida Statues, Section 760.80					
Gender	☐ Male	☒ Female	Physically Disabled?	☐ Yes	☒ No
Race:	☐ African American	☐ Asian American:	☒ Caucasian	☐ Hispanic	Other:
Veteran	Are you a Veteran?	☐ Yes	☒ No		

☒ Private not for Profit
☐ Chief Executive Officer

If private sector business nominee, check one:
☐ Private for profit
☐ Chief Operating Officer
☐ Owner
☐ Management or Policy Responsibility

Industry: (Please check one)

☐ Arts, Entertainment & Recreation
☐ Construction
☐ Finance & Insurance
☐ Healthcare & Social Services
☐ Information
☐ Manufacturing
☐ Mining, Oil/Gas Extraction
☐ Other Services
☐ Public Administration
☐ Professional, Scientific/Tech Services
☐ Retail Trade
☐ Transp/Warehousing
☐ Wholesale Trade

If non-private sector nominee, check one of the following:

☐ Community-Based Organization
☐ School Board
☐ Employment Service
☒ Degree Granting Institution
☐ Vocational Rehabilitation
☐ Community College
☐ Economic Development
☐ Organized Labor
☐ Public Assistance
☐ Local Elected Official

Number of Terms completed:
☒ First term (4-Yrs) ☐ Second term (4-Yrs)

Note: Attach a brief biography listing the nominee's education, and professional accomplishments and affiliations.

Name and Title of Person Making Nomination: Click or tap here to enter text.
Representing Organization:
Address/Phone #

RETURN COMPLETED FORM VIA EMAIL TO: Stacy Campbell-Domineck, President/CEO
Stacy.campbell-domineck@careersourcepolk.com

CareerSource Polk Use Only: **Date of Official BOCC Appointment:**_____

8/25/06 Rev.4/12/2023

CareerSource POLK

careersourcepolk.com

DATE: May 21, 2026

FROM: Stacy Campbell-Domineck, President & CEO
CareerSource Polk

TO: Commissioner Martha Santiago, Chair
Polk County Board of County Commissioners

AGENDA ITEM/TITLE: New Board Member Appointment

BACKGROUND / EXPLANATION

This agenda item is presented on behalf of the CareerSource Polk Board of Directors for the purpose of requesting approval of a recommended appointment and authorizing its submission to the Board of County Commissioners (BoCC) for final approval.

Pursuant to Section 107(b)(2)(A) of the Workforce Innovation and Opportunity Act (WIOA), local workforce development boards are required to include representatives of the private sector, including, but not limited to, owners of business concerns, chief executive officers, chief operating officers, or other individuals with substantial management or policy-making authority. Additionally, Section 107(b)(5) of WIOA, in conjunction with Section 445.007(1), Florida Statutes, requires that, to the extent practicable, not less than fifty percent of private sector members represent small businesses, defined as private, for-profit enterprises employing fewer than 500 employees.

The proposed appointment is submitted to fill an existing vacancy within the Education and Training Provider category, representing a private educational institution. Approval of this appointment will ensure that the CareerSource Polk Board of Directors remains in full compliance with its Bylaws and all applicable federal and state statutory requirements.

Recommended Appointments Approved by the CareerSource Polk Board of Directors:

Education / Training Provider:
N. Karen Steverson, JD, DBA
President, Keiser University – Lakeland Campus

Dr. Steverson is a seasoned higher education executive and licensed attorney with more than 20 years of experience in academic leadership, accreditation, compliance, and organizational management. Her expertise in workforce-aligned education, strategic planning, and community engagement will strengthen the Board's capacity to advance workforce and economic development initiatives throughout Polk County.

Board Member Nomination Forms and supporting documentation are provided as attachments for reference.

FISCAL IMPACT

There is no fiscal impact associated with these appointments.

BOARD ACTION REQUEST

The CareerSource Polk Board of Directors respectfully requests that the Board of County Commissioners approve the appointment of Dr. N. Karen Steverson to its Board of Directors, with a term effective July 1, 2026.

Respectfully submitted,

Stacy Campbell-Domineck
President & CEO

info@careersourcepolk.com
600 N Broadway Ave., Suite B | Bartow, FL 33830
p: 863.508.1600 | f: 863.508.1601

Agenda Item R.40. 6/16/2026

SUBJECT

Approve Resolution of the Board of County Commissioners of Polk County, Florida, Approving the Issuance by the City of Lakeland, Florida of its Hospital Revenue Refunding Bonds (Lakeland Regional Health Systems) and approve Interlocal Agreement.

DESCRIPTION

Polk County, Florida (“Polk County”) and the City of Lakeland, Florida (the "Issuer" or the "City") each have the authority pursuant to Part II, Chapter 159, Florida Statutes (the "Statute"), to issue healthcare facilities revenue bonds to finance qualifying projects.

Lakeland Regional Health Systems, Inc. (the "Borrower") has requested that the Issuer, City of Lakeland, issue bonds, in one or more series (the "Bonds"), and lend the proceeds of the Bonds to the Borrower to: (1) currently refund all or a portion of the City's outstanding Hospital Revenue Refunding Bonds (2) finance all or a portion of the costs (including reimbursement for prior related expenditures) relating to the conversion of the Borrower's hospital electronic medical record and billing system conversion primarily located at the LRMC Campus and the Cancer Center (3) finance all or a portion of the costs (including reimbursement for prior related expenditures) relating to the acquisition, construction, installation and equipping of certain capital improvements to the Borrower's healthcare facilities.

Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires as a condition of exclusion from gross income for federal income tax purposes of interest on private activity bonds, as defined in Section 141(a) of the Code, such as the Bonds, that such Bonds be approved by the governmental unit(s) having jurisdiction over the area(s) in which the private activity bond-financed facilities are to be located after a public hearing following reasonable public notice.

The Issuer on June 15, 2026, held a public hearing on behalf of itself and Polk County with respect to the issuance of the Bonds by the Issuer after publication of notice of such hearing in The Ledger, a newspaper of general circulation in Polk County, Florida, at least 7 days prior to such hearing, as evidenced by the copy of the Affidavit of Publication is attached hereto as EXHIBIT A.

In a resolution of the Issuer adopted on June 15, 2026, the Issuer provided for the final approval of the issuance of the Bonds and directed that a copy of such resolution be provided to the Board of County Commissioners of Polk County and recommended approval of the Bonds by such Board of County Commissioners.

The Issuer has submitted to Polk County for consideration a form of Interlocal Agreement approved (after a noticed public hearing) by the Issuer which, when executed, will permit the loan of a portion of the Bond proceeds to the Borrower to finance and refinance the cost of the Project located in Polk County, a copy of which form of Interlocal Agreement is attached hereto as EXHIBIT B, to be

executed by the BoCC Chair prior to or contemporaneously with the Resolution.

The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary zoning or rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Project, and the Board shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding or recommendation or to have waived any right of the Board or estopping the Board from asserting any rights or responsibilities it may have in such regard. Further, the approval by the Board of the issuance of the Bonds by the Issuer shall not be construed to obligate Polk County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition and construction of the Project.

Polk County shall have no responsibility with respect to the repayment of the Bonds. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of Polk County but shall be payable solely from revenues pledged therefor pursuant to financing agreements entered into by and among the Issuer and the Borrower and/or parties other than Polk County prior to or contemporaneously with the issuance of the Bonds. Neither Polk County nor any of the members of the Board or staff of Polk County will have any obligation or liability, financial or otherwise, with respect to the Project or the Bonds.

RECOMMENDATION

Recommend Board approve Resolution and authorize the Chair to execute the Interlocal Agreement attached as Exhibit B.

FISCAL IMPACT

None.

CONTACT INFORMATION

Randy Mink, County Attorney
863-534-7679

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA APPROVING THE ISSUANCE BY THE CITY OF LAKELAND, FLORIDA OF ITS HOSPITAL REVENUE REFUNDING BONDS (LAKELAND REGIONAL HEALTH SYSTEMS), SERIES 2026 IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING $170,000,000, IN ONE OR MORE SERIES, FOR THE PURPOSE OF PROVIDING FUNDS TO MAKE A LOAN TO LAKELAND REGIONAL HEALTH SYSTEMS, INC., FOR THE FINANCING AND REFINANCING (INCLUDING REIMBURSEMENT FOR PRIOR RELATED EXPENDITURES) OF ITS HEALTHCARE AND RELATED FACILITIES; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT RELATED TO THE BONDS; PROVIDING OTHER DETAILS AND AN EFFECTIVE DATE.

WHEREAS, Polk County, Florida ("Polk County") and the City of Lakeland, Florida (the "Issuer" or the "City") each have the authority pursuant to Part II, Chapter 159, Florida Statutes (the "Statute"), to issue healthcare facilities revenue bonds to finance qualifying projects; and

WHEREAS, Lakeland Regional Health Systems, Inc. (the "Borrower") has requested that the Issuer issue bonds, in one or more series (the "Bonds"), and lend the proceeds of the Bonds to the Borrower to: (1) currently refund all or a portion of the City's outstanding Hospital Revenue Refunding Bonds (Lakeland Regional Health Systems), Series 2016 (the bonds so refunded being referred to as the "Refunded Bonds") in order to refinance all or a portion of the costs of certain capital improvements to the Borrower's medical facilities financed or refinanced with the proceeds of the Refunded Bonds located at 3525 Lakeland Hills Boulevard, Lakeland, Florida 33805 (the "Cancer Center") and 1324 Lakeland Hills Boulevard, Lakeland, Florida 33805 (the "LRMC Campus"); (2) finance all or a portion of the costs (including reimbursement for prior related expenditures) relating to the conversion of the Borrower's hospital electronic medical record and billing system conversion primarily located at the LRMC Campus and the Cancer Center; (3) finance all or a portion of the costs (including reimbursement for prior related expenditures) relating to the acquisition, construction, installation and equipping of certain capital improvements to the Borrower's healthcare facilities including (a) a new approximately 15,000 square foot freestanding emergency department located west of the intersection of U.S. Highway 17 and State Road 540, Eagle Lake, (unincorporated Polk County), Florida

33839 (Parcel ID: 26-29-06-672500-005506), (b) a new approximately 15,000 square foot freestanding medical office building located at 1409 N. Florida Avenue, Lakeland, Florida 33805, (c) an existing approximately 17,000 square foot freestanding medical office building located at 6030 S. Florida Ave., Lakeland, Florida 33813, (d) buildout and equipping of existing shell space of approximately 8,500 square feet for outpatient imaging services at 2400 Kathleen Rd., Lakeland, Florida 33810, (e) a new approximately 15,000 square foot freestanding emergency department located at 6625 US Hwy 98 North, Lakeland (unincorporated Polk County), Florida 33809, and (f) other capital improvements related to existing health care facilities located on or contiguous to the LRMC Campus and the Cancer Center (collectively, the "Project"); (4) fund any required reserves; and (5) pay costs of issuance associated with the Bonds; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires as a condition of exclusion from gross income for federal income tax purposes of interest on private activity bonds, as defined in Section 141(a) of the Code, such as the Bonds, that such Bonds be approved by the governmental unit(s) having jurisdiction over the area(s) in which the private activity bond-financed facilities are to be located after a public hearing following reasonable public notice; and

WHEREAS, the Issuer on June 15, 2026, held a public hearing on behalf of itself and Polk County with respect to the issuance of the Bonds by the Issuer after publication of notice of such hearing in *The Ledger*, a newspaper of general circulation in Polk County, Florida, at least 7 days prior to such hearing, as evidenced by the copy of the Affidavit of Publication is attached hereto as EXHIBIT A; and

WHEREAS, the City, where the public hearing was held, is within 100 miles of the county seat of Polk County; and

WHEREAS, based solely upon representations of the Borrower with respect to the Project, although the Project is not all located on the same site, or adjacent or proximate sites, such Project is used as an integrated operation by the Borrower and therefore has been treated as one project for purposes of Section 147(f) of the Code; and

WHEREAS, in a resolution of the Issuer adopted on June 15, 2026, the Issuer provided for the final approval of the issuance of the Bonds and directed that a copy of such resolution be provided to the Board of County Commissioners of Polk County and recommended approval of the Bonds by such Board of County Commissioners; and

WHEREAS, the Issuer has submitted to Polk County for consideration a form of Interlocal Agreement approved (after a noticed public hearing) by the Issuer which, when executed, will permit the loan of a portion of the Bond proceeds to the Borrower to finance and refinance the cost of the Project located in Polk County, a copy of which form of Interlocal Agreement is attached hereto as EXHIBIT B; and

WHEREAS, it is deemed desirable by both the Issuer and Polk County that prior to or upon the issuance of the Bonds the Issuer and Polk County enter into the Interlocal Agreement, as provided for and under the authority of Part I, Chapter 163, Florida Statutes (the "Interlocal Act"), in order to assist the Borrower and the Issuer in financing and refinancing the portion of the Project located in Polk County; and

WHEREAS, the Board of County Commissioners of Polk County constitutes the elected legislative body of Polk County and has jurisdiction over the Project, and the Borrower has requested that the Board of County Commissioners of Polk County approve the issuance of the Bonds by the Issuer to finance and refinance the Project and to pay other costs associated therewith and to ratify the public hearing held by the Issuer on behalf of Polk County and approve the issuance by the Issuer of the Bonds for purposes of Section 147(f) of the Code in accordance with the authority granted in Section 125.01(1)(z), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida (the "Board") that:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the laws of the State of Florida, including, in particular Chapter 125, Part II of Chapter 159, and Section 163.01, Florida Statutes, and other applicable provisions of law (the "Act").

SECTION 2. PUBLIC HEARING. The holding of a public hearing by the Issuer as a joint undertaking on behalf of itself and Polk County is hereby ratified and approved, and the issuance by the Issuer of the Bonds to finance and refinance the Project is hereby approved pursuant to and in accordance with Section 147(f) of the Code and the Act.

SECTION 3. APPROVAL OF THE BONDS. The issuance by the Issuer of the Bonds to finance and refinance the Project is hereby approved pursuant to and in accordance with the Act. The Chairman or Vice Chairman of the Board and the Clerk or any Deputy Clerk are further authorized to take such further action and execute such further instruments as may be necessary or appropriate to fully effectuate the purpose and intention of this Resolution.

SECTION 4. APPROVAL OF INTERLOCAL AGREEMENT. Prior or contemporaneously with the issuance of the Bonds by the Issuer, the Chairman or Vice-Chairman of the Board is hereby authorized and directed to execute and the County Clerk or any designated Deputy County Clerk is hereby authorized to apply the seal of the County thereof, for and on behalf of the Board, the Interlocal Agreement attached hereto as EXHIBIT B between Polk County and the Issuer in order to permit the loan of a portion of the proceeds of the Bonds to the Borrower for the purpose of financing and refinancing the portion of the Project located in Polk County.

SECTION 5. LIMITATION ON APPROVAL. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary zoning or rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Project, and the Board shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding or recommendation or to have waived any right of the Board or estopping the Board from asserting any rights or responsibilities it may have in such regard. Further, the approval by the Board of the issuance of the Bonds by the Issuer shall not be construed to obligate Polk County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition and construction of the Project.

SECTION 6. NO RESPONSIBILITY OF POLK COUNTY. Polk County shall have no responsibility with respect to the repayment of the Bonds. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of Polk County but shall be payable solely from revenues pledged therefor pursuant to financing agreements entered into by and among the Issuer and the Borrower and/or parties other than Polk County prior to or contemporaneously with the issuance of the Bonds. Neither Polk County nor any of the members of the Board or staff of Polk County will have any obligation or liability, financial or otherwise, with respect to the Project or the Bonds.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this ____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA

By:_____
Chairman

ATTEST:

By:_____
Stacy M. Butterfield, CPA, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Polk County, Florida

EXHIBIT A
AFFIDAVIT OF PUBLICATION

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Loraine Fitzner
Nabors, Giblin & Nickerson, P.A.
2502 N Rocky Point DR # 1060
Tampa FL 33607-1449

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

LKL The Ledger - News Chief 06/08/2026
LKL theledger.com 06/08/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/08/2026

D. Roberts
Legal Clerk

Kongmeng Yang
Notary, State of WI, County of Brown

9-3-29
My commission expires

Publication Cost:	$988.74	
Tax Amount:	$0.00	
Payment Cost:	$988.74	
Order No:	12383540	# of Copies:
Customer No:	532929	1
PO #:	6-15-26 Lakeland PH	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

The City Commission of the City of Lakeland, Florida (the "City") will hold a public hearing on Monday, June 15, 2026, at 9:00 A.M. or as soon as practicable thereafter, in the City Commission Chamber, 3rd Floor of City Hall, 228 South Massachusetts Avenue, Lakeland, Florida, to consider adoption of a resolution to grant approval of the issuance by the City of not exceeding $170,000,000 original aggregate principal amount of its City of Lakeland, Florida Hospital Revenue Refunding Bonds (Lakeland Regional Health Systems), Series 2026 (the "Bonds") in one or more tax-exempt or taxable series and the loan of the proceeds of such Bonds to Lakeland Regional Health Systems, Inc., a Florida not-for-profit corporation ("Systems") on behalf of itself, and Lakeland Regional Medical Center, Inc., a Florida not-for-profit corporation (the "Hospital") and affiliates (collectively, the "Obligated Group"). The Bonds will be issued for the principal purposes of (1) currently refunding all or a portion of the City's outstanding Hospital Revenue Refunding Bonds (Lakeland Regional Health Systems), Series 2016 (the bonds so refunded being referred to as the "Refunded Bonds") in order to refinance all or a portion of the costs of certain capital improvements to the Obligated Group's medical facilities financed or refinanced with the proceeds of the Refunded Bonds located at 3525 Lakeland Hills Boulevard, Lakeland, Florida 33805 (the "Cancer Center") and 1324 Lakeland Hills Boulevard, Lakeland, Florida 33805 (the "LRMC Campus"); (2) financing a portion of the costs (including reimbursement for prior related expenditures) relating to the conversion of the Obligated Group's hospital electronic medical record and billing system to EPIC primarily located at the LRMC Campus and the Cancer Center (anticipated to be allocated a maximum aggregate principal amount of $27,500,000); (3) financing all or a portion of the costs (including reimbursement for prior related expenditures) relating to the acquisition, construction, installation and equipping of certain capital improvements to the Obligated Group's healthcare facilities including (a) a new approximately 15,000 square foot freestanding emergency department located west of the intersection of U.S. Highway 17 and State Road 540, Eagle Lake (unincorporated Polk County), Florida 33839 (Parcel ID: 26-29-06-672500-005506) (anticipated to be allocated a maximum aggregate principal amount of $25,000,000 of the Bonds), (b) a new approximately 15,000 square foot freestanding medical office building located at 1409 N. Florida Avenue, Lakeland, Florida 33805 (anticipated to be allocated a maximum aggregate principal amount of $7,500,000 of the Bonds), (c) an existing approximately 17,000 square foot freestanding medical office building located at 6030 S. Florida Ave., Lakeland, Florida 33813 (anticipated to be allocated a maximum aggregate principal amount of $10,000,000 of the Bonds), (d) buildout and equipping of existing shell space of approximately 8,500 square feet for outpatient imaging services at 2400 Kathleen Rd., Lakeland, Florida 33810 (anticipated to be allocated a maximum aggregate principal amount of $10,000,000 of the Bonds), (e) a new approximately 15,000 square foot freestanding emergency department located at 6625 US Hwy 98 North, Lakeland (unincorporated Polk County), Florida 33809 (anticipated to be allocated a maximum aggregate principal amount of $24,000,000 of the Bonds), and (f) other capital improvements related to existing health care facilities located on or contiguous to the LRMC Campus (anticipated to be allocated a maximum aggregate principal amount of $30,000,000 of the Bonds) (collectively with (2) above, the "Project"); (4) funding any required reserves; and (5) paying costs of issuance associated with the Bonds. The facilities related to the Project and those financed and refinanced with the proceeds of the Refunded Bonds are and will continue to be leased or owned and operated by the Obligated Group. The Bonds shall be payable solely from the revenues derived by the City from certain financing documents to be entered into by the City and the Obligated Group prior to or contemporaneously with the issuance of the Bonds. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or

taxing power of the City, Polk County, Florida, the State of Florida or any political subdivision or agency thereof. Issuance of the Bonds shall be subject to several conditions including satisfactory documentation. The aforementioned hearing shall be a public hearing and all persons in attendance will be given the opportunity to be heard and to express their views on the proposed issue of the Bonds and the location and nature of the proposed Project to be financed. Written comments may also be submitted to the City prior to the hearing by submitting the same to City of Lakeland, Florida, 228 South Massachusetts Avenue, Lakeland, Florida 33801, Attention: City Attorney.

ALL PERSONS FOR OR AGAINST SAID APPROVAL CAN BE HEARD AT SAID TIME AND PLACE. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY WITH RESPECT TO SUCH HEARING OR MEETING, (S)HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF SUCH HEARING OR MEETING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statute, persons with disabilities needing special accommodation to participate in this proceeding, or those requiring language assistance (free of charge) should contact the City of Lakeland ADA Specialist, Kristin Meador. Because providing a reasonable accommodation may require outside assistance, organizations, or resources, the City asks that any request be made with as much notice as possible, preferably 72 hours, but no later than 48 hours in advance of the event, at: (863) 834-6040, Email: ADASpecialist@lakelandgov.net. If hearing impaired, please contact the TDD numbers: Local - (863) 834-8333 or 1-(800) 955-8771 (TDD - Telecommunications Device for the Deaf) or the Florida Relay Service number: 1-(800) 955-8770 (VOICE), for assistance.

This notice is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

By order of the City Commission of the City of Lakeland, Florida.

12383540 6/8/26

EXHIBIT B
FORM OF INTERLOCAL AGREEMENT

This instrument was prepared by or under the supervision of (and after recording should be returned to):

Christopher Traber, Esq.
Nabors, Giblin & Nickerson, P.A.
2502 Rocky Point Drive, Suite 1060
Tampa, Florida 33607

(Space reserved for Clerk of Court)

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Interlocal Agreement") is dated as of _____, 2026, and is entered into between the CITY OF LAKELAND, FLORIDA (the "Issuer" or the "City"), a municipal corporation of the State of Florida and POLK COUNTY, FLORIDA ("Polk County"), a political subdivision of the State of Florida;

WITNESSETH:

WHEREAS, pursuant to Chapter 159, Part II, Florida Statutes, the Issuer and Polk County are authorized to issue bonds to finance or refinance the acquisition, construction and equipping of healthcare and related facilities; and

WHEREAS, the Issuer and Polk County each constitutes a "public agency" within the meaning of Section 163.01, Florida Statutes, as amended (the "Interlocal Act"), and are each authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, the Issuer has received an application from Lakeland Regional Health Systems, Inc., a Florida not for profit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and/or one or more related and/or affiliated entities and their successors and assigns (the "Borrower") requesting that hospital revenue refunding bonds be issued by the Issuer in an aggregate principal amount not exceeding $170,000,000 in one or more tax-exempt and taxable series (the "Bonds") the proceeds of which would be loaned to the Borrower to finance or refinance, among other facilities, certain healthcare facilities located in Polk County (the "Project") as more completely described on EXHIBIT A attached hereto; and

WHEREAS, the Borrower has represented that the consolidated financing results in significant cost savings to the Borrower over the issuance and sale of separate bonds by the Issuer and Polk County for the Project; and

WHEREAS, the Issuer and Polk County have agreed to enter into this Interlocal Agreement for the purposes stated above; and

WHEREAS, on June 15, 2026, the Issuer, which has jurisdiction for purposes of Section 147(f) of the Code, over the area in which the portion of the Project to be financed or refinanced in the City is located held a duly noticed public hearing for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Interlocal Agreement; and

WHEREAS, on _____, 2026, following a duly noticed public hearing by the Issuer described above, the Board of County Commissioners of Polk County, which has jurisdiction for purposes of Section 147(f) of the Code, over the area in which the portion of the Project to be financed or refinanced in Polk County is located, approved by a duly adopted resolution, the issuance of the Bonds by the Issuer and the application of the proceeds thereof; and

WHEREAS, the Interlocal Act authorizes the Issuer and Polk County to enter into this Interlocal Agreement and confers upon the Issuer authorization to issue the Bonds and to apply the proceeds thereof to the financing or refinancing of the Project through a loan of such proceeds to the Borrower; and

WHEREAS, the parties hereto desire to agree to the issuance of the Bonds by the Issuer for such purposes and find that such agreement by such parties is in the public interest; and

WHEREAS, the Borrower has agreed to indemnify Polk County and the Issuer in connection with their execution of this Interlocal Agreement;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. AUTHORIZATION TO ISSUE THE BONDS. Polk County and the Issuer do hereby agree that the Issuer is hereby authorized to issue the Bonds in one or more series in a principal amount not exceeding $170,000,000 and to loan the proceeds thereof to the Borrower to finance and refinance the Project, with approximately $25,000,000 of such proceeds to be applied to finance and refinance the Project to be located within Polk County and not within the City. The Issuer is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in Polk County pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of Polk County which are necessary or convenient for the issuance of the Bonds and financing and refinancing of the Project to the same extent as if Polk County were issuing its own obligations for such purposes, without any further authorization from Polk County to exercise such powers or to take such actions, including, without limitation, to change the name of the Bonds to reflect multiple series or the year of issuance. It is the intent of this Interlocal Agreement and the parties hereto that the Issuer be vested, to the

maximum extent permitted by law, with all powers which Polk County might exercise with respect to the issuance of the Bonds and the lending of the proceeds thereof to the Borrower finance and refinance the Project in Polk County as though Polk County were issuing such Bonds as its own special limited obligation.

SECTION 2. QUALIFYING PROJECT.

(A) Each of the parties hereto represents that each portion of the Project within its jurisdiction constitutes a "project" as such term is used in Part II, Chapter 159, Florida Statutes.

(B) The Issuer hereby represents, determines and agrees as follows:

(1) The Project located within the City is appropriate to the needs and circumstances of, and make or shall make a significant contribution to the economic growth of City; provide access to healthcare facilities; provide and preserve or shall provide or preserve gainful employment; and serve or shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State of Florida and its people.

(2) No financing or refinancing of the Project shall be entered into with a party that is not financially responsible and fully capable and willing to fulfill its obligations under the financing agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Project, and to serve the purposes of Part II, Chapter 159, Florida Statutes and such other responsibilities as may be imposed under the financing agreement.

(3) The City has been and will be able to cope satisfactorily with the impact of the Project located in the City and has and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair, and maintenance of the Project located in the City and on account of any increases in population or other circumstances resulting therefrom.

(4) Adequate provision will be made in the financing agreements related to the Bonds for the operation, repair, and maintenance of the Project at the expense of the Borrower and for the payment of principal of and interest on the Bonds.

(C) Polk County hereby represents, determines and agrees as follows:

(1) The Project located within Polk County and not within the City is appropriate to the needs and circumstances of, and make or shall make a significant contribution to the economic growth of Polk County; provide access to healthcare facilities; provide or preserve or shall provide and preserve gainful employment;

and serve or shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State of Florida and its people.

(2) Polk County has been able to cope satisfactorily with the impact of the Project located in Polk County and not within the City and will be able to continue to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the Project located in Polk County and not within the City and on account of any increases in population or other circumstances resulting therefrom.

SECTION 3. NO PECUNIARY LIABILITY OF POLK COUNTY; LIMITED OBLIGATION OF THE ISSUER. Neither the provisions, covenants or agreements contained in this Interlocal Agreement and any obligations imposed upon Polk County hereunder, nor the Bonds issued pursuant to this Interlocal Agreement, shall constitute an indebtedness or liability of Polk County. The Bonds when issued, and the interest thereon, shall be limited and special obligations of the Issuer payable solely from certain revenues and other amounts pledged thereto by the terms thereof.

SECTION 4. NO PERSONAL LIABILITY. No covenant or agreement contained in this Interlocal Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Polk County or the Issuer in his or her individual capacity and no member, officer, agent or employee of Polk County or the Issuer shall be liable personally on this Interlocal Agreement or be subject to any personal liability or accountability by reason of the execution of this Interlocal Agreement.

The execution of this Interlocal Agreement by the parties hereto shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, or (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds.

SECTION 5. ALLOCATION OF RESPONSIBILITIES. The Issuer shall take all actions it deems necessary or appropriate in connection with the issuance of the Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Bonds and the establishment of any funds and accounts related to the Bonds.

Neither Polk County nor the Issuer shall be liable for the costs of issuing the Bonds or the costs incurred by either of them in connection with the preparation, review, execution or approval of this Interlocal Agreement or any documentation or opinions required to be delivered in connection therewith by Polk County, the Issuer or counsel to either. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Borrower.

SECTION 6. INDEMNITY. The Borrower, by its approval and acknowledgment at the end of this Interlocal Agreement, agrees to indemnify and hold harmless Polk County and the Issuer, their respective officers, employees and agents, from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Interlocal Agreement or the issuance of the Bonds, other than any such losses, damages, liabilities or expenses, in the case of the Issuer, arising from the willful misconduct of the Issuer, and, in the case of Polk County, arising from the willful misconduct of Polk County. The indemnity provided by this Section 6 shall survive the expiration or termination of this Interlocal Agreement.

SECTION 7. TERM. This Interlocal Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Section 8 hereof, until such time as it is terminated by any party hereto upon 10 days' advance written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Interlocal Agreement may not be terminated so long as the Bonds (or any refunding obligations issued by the Issuer by Section 10 hereof), remain outstanding or unpaid. Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing or refinancing of any facility which either party hereto may choose to finance or refinance.

SECTION 8. FILING OF AGREEMENT. It is agreed that this Interlocal Agreement shall be filed by the Borrower or its authorized agent or representative with the Clerk of the Circuit Court of Polk County all in accordance with the Interlocal Act, and that this Interlocal Agreement shall not become effective until so filed.

SECTION 9. SMALL ISSUER ALLOCATION. The parties hereto irrevocably agree that the entire principal amount of the Bonds shall be allocable to the Issuer for purposes of Section 265(b)(3)(C)(ii) of the Code.

SECTION 10. REFUNDING OR REFINANCING. It is the intention of the parties hereto that this Interlocal Agreement cover and authorize not only the Bonds but also any obligations issued by the Issuer to refund or refinance the Bonds and any obligation thereafter issued by the Issuer to refund or refinance such obligations and so on and so forth so that no additional or similar interlocal agreement between the Issuer and Polk County shall be necessary in connection therewith. The foregoing notwithstanding, this section shall not be construed as authorization for the Issuer to issue any additional industrial revenue bonds for new or additional projects (other than the Project) on behalf of the Borrower in conjunction with or in addition to any refunding or refinancing of the Bonds without the prior approval of Polk County.

SECTION 11. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 12. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO AND THE BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS INTERLOCAL AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS INTERLOCAL AGREEMENT.

SECTION 13. LITIGATION. In the event any legal proceedings are instituted between the parties hereto concerning this Interlocal Agreement, the prevailing party in such proceedings shall be entitled to recover its costs of suit, including reasonable attorneys' fees, at both trial and appellate levels.

SECTION 14. GOVERNING LAW. This Interlocal Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of such State.

SECTION 15. EXECUTION IN COUNTERPARTS. This Interlocal Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties to this Interlocal Agreement have caused this Interlocal Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof, all as of the date first above written.

(SEAL)

CITY OF LAKELAND, FLORIDA

By:_____
Mayor

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

By:_____
City Attorney

BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA

By:_____
Chairman

ATTEST:

By:_____
Stacy M. Butterfield, CPA, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Polk County, Florida

APPROVAL AND ACKNOWLEDGMENT OF THE BORROWER

Lakeland Regional Health Systems, Inc. hereby approves this Interlocal Agreement and acknowledges its acceptance of its obligations arising thereunder, including, without limitation, its obligations under Section 6 and Section 8 thereof, by causing this Approval and Acknowledgment to be executed by its proper officer and its seal to be affixed hereto and attested by its proper officer all as of the date of said Interlocal Agreement.

LAKELAND REGIONAL HEALTH SYSTEMS, INC.

By: _____
Lance Green, Executive Vice President and Chief Financial Officer

STATE OF)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2026, by Lance Green, as Executive Vice President and Chief Financial Officer of Lakeland Regional Health Systems, Inc., who (____) is personally known to me or (____) has produced a valid driver's license as identification.

(SEAL)

_____
(Signature of person taking acknowledgement)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

EXHIBIT A
DESCRIPTION OF THE PROJECT

(1) currently refunding all or a portion of the City's outstanding Hospital Revenue Refunding Bonds (Lakeland Regional Health Systems), Series 2016 (the bonds so refunded being referred to as the "Refunded Bonds") in order to refinance all or a portion of the costs of certain capital improvements to the Obligated Group's medical facilities financed or refinanced with the proceeds of the Refunded Bonds located at 3525 Lakeland Hills Boulevard, Lakeland, Florida 33805 (the "Cancer Center") and 1324 Lakeland Hills Boulevard, Lakeland, Florida 33805 (the "LRMC Campus"); (2) financing a portion of the costs (including reimbursement for prior related expenditures) relating to the conversion of the Obligated Group's hospital electronic medical record and billing system to EPIC primarily located at the LRMC Campus and the Cancer Center (with proceeds of the Bonds in an amount not to exceed $27,500,000); (3) financing all or a portion of the costs (including reimbursement for prior related expenditures) relating to the acquisition, construction, installation and equipping of certain capital improvements to the Obligated Group's healthcare facilities including (a) a new approximately 15,000 square foot freestanding emergency department located west of the intersection of U.S. Highway 17 and State Road 540, Eagle Lake (unincorporated Polk County), Florida 33839 (Parcel ID: 26-29-06-672500-005506) (anticipated to be allocated a maximum aggregate principal amount of $25,000,000 of the Bonds), (b) a new approximately 15,000 square foot freestanding medical office building located at 1409 N. Florida Avenue, Lakeland, Florida 33805 (anticipated to be allocated a maximum aggregate principal amount of $7,500,000 of the Bonds), (c) an existing approximately 17,000 square foot freestanding medical office building located at 6030 S. Florida Ave., Lakeland, Florida 33813 (anticipated to be allocated a maximum aggregate principal amount of $10,000,000 of the Bonds), (d) buildout and equipping of existing shell space of approximately 8,500 square feet for outpatient imaging services at 2400 Kathleen Rd., Lakeland, Florida 33810 (anticipated to be allocated a maximum aggregate principal amount of $10,000,000 of the Bonds), (e) a new approximately 15,000 square foot freestanding emergency department located at 6625 US Hwy 98 North, Lakeland (unincorporated Polk County), Florida 33809 (anticipated to be allocated a maximum aggregate principal amount of $24,000,000 of the Bonds), and (f) other capital improvements related to existing health care facilities located on or contiguous to the LRMC Campus (anticipated to be allocated a maximum aggregate principal amount of $30,000,000 of the Bonds) (collectively with (2) above, the "Project"); (4) funding any required reserves; and (5) paying costs of issuance associated with the Bonds.

Polk County

Board of County Commissioners

Agenda Item R.41. 6/16/2026

SUBJECT

Consider adoption of a written order denying LDCU-2025-38 (Highlands Street MH Park) without prejudice. (No fiscal impact)

DESCRIPTION

On June 2, 2026, the Board held a public hearing to consider an appeal of the Planning Commission's decision to deny LDCU-2025-38. At the conclusion of the De Novo hearing, the Board voted 5-0 to deny the proposed Planned Development application without prejudice. Pursuant to Florida Statutes section 125.022, the Board must adopt a written order specifying the reason for denial.

RECOMMENDATION

Request Board adopt the written order denying LDCU-2025-38 without prejudice.

FISCAL IMPACT

None.

CONTACT INFORMATION

Sandra Howard, Deputy County Attorney
863-534-6437

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

Applicant: Chad Brooker, P.E., Traditions Engineering

Property Owner: Eric Brown, Jr.

Case Number: LDCU-2025-38 (Highlands Street Mobile Home Park)

_____/

ORDER DENYING LDCU-2025-38 WITHOUT PREJUDICE

THIS MATTER came before the Polk County Board of County Commissioners ("Board") on June 2, 2026, at a public hearing held in accordance with the Polk County Land Development Code ("LDC") and the Polk County Comprehensive Plan, pursuant to a De Novo application appealing the Planning Commission's 7-0 denial of a Conditional Use Permit for Case Number LDCU-2025-38 (the "Application"). The Board fully incorporates herein the entire record for the public hearing of LDCU-2025-38, including the Planning Commission's decision, the Development Review Committee's Recommendation, and all testimony and evidence presented at the public hearing. The Board having been fully advised in the premises, makes the following findings of fact and rulings for this, its written order for LDCU-2025-38, in accordance with §125.022, Florida Statutes:

1. The Applicant, Chad Brooker of Traditions Engineering ("Applicant"), applied on behalf of the property owner, Eric Brown, Jr. ("Property Owner") for Conditional Use (CU) approval of a 19-unit Mobile Home Park (MHP) on approximately 4.93 acres within the Transit Supportive Development Area (TSDA) and Residential Low-4 (RL-4) future land use district near the city of Lakeland.

2. The Subject Property is located at 2730 West Highland Street, east of Wilkinson Road, west of Lebanon Road, south of New Tampa Highway, south and east of the City of Lakeland in Section 22, Township 28, Range 23. The Subject Property is currently developed with one single-family home. Pursuant to LDC Table 2.2, standard RL-4 districts allow up to four dwelling units per upland acre. However, the maximum density in RL within the TSDA is 7 DU/AC. The proposed density under the Application is approximately 3.85 DU/AC.

3. Table 2.1 of the LDC lists "Mobile Home Parks" as a "C3" conditional use in RL-4 land use districts. MHPs are "C3" conditional uses requiring Planning Commission approval in all residential low districts, regardless of density. Although MHPs have multiple units under one ownership, LDC section 303, Mobile Home Parks, requires 4,000 square feet of upland area per mobile home space and 500 square feet of recreation area per dwelling unit, with two parking spaces for each unit. The mobile homes within the proposed MHP would be 2,160 sq. ft. on lot areas of 5,900 sq. ft.

4. The Subject Property is currently developed with a 1,356 sq. ft. site-built home constructed in 1950. It is described as ½ of Lot 9 within the West End Farm subdivision, recorded in 1914 (PB 3 PG 32). It is located approximately 0.15 miles from the city limits of Lakeland in an area that transitions between single-family development and subdivisions (containing both site-built and mobile home units) dating to the 1950s, and the warehousing and industrial growth that has since occurred along the I-4 and US 92 corridors.

5. The Subject Property is located within the Itchepackesassa Creek strained basin, an area with a constricted stormwater outfall. A 100-year/24-hour stormwater pond will be required, and the applicant has provided for an easement on the site plan along the southern property line for County access to maintain an existing ditch system.

6. On April 1, 2026, the Planning Commission held an advertised public hearing for LDCU-2025-38. The site plan reviewed by the Planning Commission provided for the placement of 19 MH units on approximately 4.93 acres with a proposed density of 3.85 dwelling units per acre. Mr. Ian Nance of the Polk County Land Development Division presented the case to the Planning Commission and testified that the Development Review Committee (DRC) recommended approval of the Application. The Applicant provided testimony to the Planning Commission in support of the Application, including testimony that the Applicant is working with the County regarding culverts, drainage ditches and stormwater maintenance issues in the area and that the Applicant is taking every step to ensure that there is no flooding based on the proposed improvements. Three neighboring residents in the area testified in opposition to the CU Application and expressed their concerns regarding significant flooding in the area, based on their personal experience during prior storm events. The Planning Commission did not receive any written public comments supporting or opposing the Application. Following all presentations, testimony and discussion, the Planning Commission voted to deny the Application by a vote of 7-0.

7. The Applicant, Chad Brooker, P.E., timely filed an application and paid the required fee for a De Novo hearing pursuant to LDC section 921.

8. On June 2, 2026, the Board held a De Novo hearing for LDCU-2025-38. Mr. Ian Nance of the Polk County Land Development Division provided the following documents to the Board, which are part of the record[1]: (1) staff report; (2) site plan; (3) area map; (4) impact assessment statement; (5) Application; (6) de novo application; (7) proposed final order; (8) Planning Commission and BoCC PowerPoint Presentations; and (9) written comments from neighbors in opposition of the Application. The Board accepted Mr. Nance as an expert in the field of land use planning. Mr. Nance presented a PowerPoint presentation to the Board that included aerial pictures of the Subject Property, a parcel map showing the densities of the adjacent residential properties, the land use map, the site plan, and an aerial of the site plan overlaid on the Subject Property. Mr. Nance testified that the DRC recommended approval of the Application.

[1] Pursuant to Resolution 2022-090, all documents attached to the agenda item for de novo hearing shall be deemed part of the record unless removed from the record by motion of the Board. All PowerPoint presentations given to the Board during the de novo hearing shall be deemed part of the record unless removed from the record by motion of the Board.

9. The Applicant gave a presentation to the Board with an overview of the Application, the history of the project site, applicable comprehensive plan policies, and proposed resolutions to citizen objections. Specifically, the Applicant voluntarily agreed to add a condition of approval to dedicate an easement to the County for access and maintenance of the ditch system that covers the Subject Property under ownership of the Applicant to address flooding concerns in the area.

10. Following the Applicant's presentation, the Board received public comment. Three neighbors provided testimony to the Board, all related to flooding and stormwater drainage concerns. These residents shared a collective concern that approving the development would impact stormwater runoff, exacerbating flooding in the area and creating an additional burden on existing drainage facilities. the general incompatibility with the surrounding area.

11. After the residents testified, the Applicant presented rebuttal argument in response to the public comments. Specifically, Mr. Brooker noted the drainage issues in the area are not site specific to the Subject Property and will likely need to be address as a whole by the County's Roads and Drainage Division. Mr. Brooker acknowledged that numerous attempts have been made by the County and the Applicant and the prior owner of the Subject Property to resolve these drainage issues, but that participation from other area property owners is necessary for the County to receive the necessary access via easement to maintain the existing culverts and drainage ditch. Finally, Mr. Brooker reiterated that the Applicant would agree, as a condition of approval to the Application, to convey the necessary easement to the County across the Subject Property so that the County could maintain at least the portion of the existing drainage ditch encumbering the Applicant's property. At the end of the public hearing, the Board members discussed the Application and ultimately determined that the Application is inconsistent with the LDC and the County's Comprehensive Plan and incompatible with the surrounding area based on known flooding and drainage concerns that would be exacerbated by the proposed development. The Board voted 5-0 to deny LDCU-2025-38 without prejudice.

12. As further discussed below, the Application is not compatible with the surrounding land use and general character of the area surrounding the Subject Property. The Subject Property is primarily surrounded by residential uses, though an Industrial land use district is located to the northwest. South of West Highland Street and abutting the Subject Property are parcels ranging from 0.45 acres to nearly 7 acres with single-family homes. The intensity of the proposed CU will exceed that found on these abutting properties.

13. Another component of compatibility is how the proposed development interacts with the surrounding area in relation to existing uses, and how the Applicant addresses possible incompatibilities that might arise from the proposed use by utilizing mitigating strategies. The Subject Property has been identified as being within the Trailer Park Drain within an area known as the Itchepackesassa stressed basin. While the Applicant will be required to receive permits from the County and SWFWMD for the treatment of stormwater from new impervious areas and will utilize a 100-year/24-Hour stormwater design, these conditions are not sufficient to address the known flooding and drainage issues on the Subject Property and within the surrounding area. The site has an elevation of 132' at the northeast corner that gradually slopes south-southwest until reaching an existing drainage ditch (126-127 feet). According to the site plan, all proposed homes and the stormwater pond will be placed between 131 and 132 feet. The additional conditions of approval proposed by the Applicant,

namely to convey an easement to the County for maintenance of the existing drainage ditch, do not mitigate the incompatibility. Therefore, the Application is inconsistent with various Comprehensive Plan and LDC policies, including without limitation, the following:

a. The Comprehensive Plan and LDC define Compatibility as follows: "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." In this case, the residents provided testimony explaining how the Application's proposed placement of 19 MH units on the Subject Property will unduly negatively affect the character of the area. The Board was also provided with, *inter alia*, maps, photographs, and aerial pictures demonstrating the flooding concerns and the single-family residence nature of the area.

b. The Application is inconsistent with Policy 2.102-A2: COMPATIBILITY, which states "[l]and 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 more compatible through limiting intensity and scale of the more intense use; c. uses are transitioned through gradual scaling of different land uses activities through the use of innovative techniques such as a Planned Unit Development." In this case, the Applicant is proposing to place 19 MH units on 4.93 acres in a strained basin area with constricted stormwater outfall. Such use of the Subject Property is inconsistent with the County's land development policies and regulations and incompatible with the surrounding area.

c. The Application is inconsistent with Policy 2.102-A10: LOCATION CRITERIA, and Policy 2.119-A2: LOCATION CRITERIA, which both require consideration of a list of factors when determining the appropriateness of establishing or expanding any land use or development area. Both policy sections require consideration of how the proposed development mitigates for the nearness to incompatible land uses. In this case, proposed buffering does not mitigate the Application's incompatibility with the adjacent area; therefore, the Application is inconsistent with Policy 2.102-A10 and Policy 2.119-A2.

d. The Application is inconsistent with Policy 2.119-A3: DEVELOPMENT CRITERIA, subsection b., which requires new residential development, immediately adjacent to existing residential areas, to be designed so as to minimize any potential adverse impacts. Here, the opposition presented evidence that the proposed development would adversely impact the surrounding RL-4 areas.

e. The Application is inconsistent with the LDC section 303 regarding MHPs and CUs, as well as with Table 9 and Section 907.D.6 of the LDC. Due to the location of the proposed development in a strained basin area with constricted stormwater outfall, and without the ability of either the County or the Applicant to sufficiently

mitigate these concerns due to lack of participation from nearby property owners, the development proposal is not compatible with the surrounding residential uses of property. The Board received testimony from area residents that the proposed development will have an adverse impact upon their own properties based on their personal knowledge and experience of prior storm events.

f. Given the reasons stated above, the Application also fails to meet the following: sections 906A.2., 3., and 5.; and sections 906D.12.a, b., and c.

14. Florida courts have held that it is appropriate to consider whether the proposed zoning "is consistent with the properties adjacent to the [subject] property and is consistent with the actual development of the area." *Metro. Dade County v. Blumenthal*, 675 So. 2d 598, 605 (Fla. Dist. App. 3d 1996). Citizen testimony is perfectly permissible and constitutes substantial competent evidence, so long as it fact-based. *Miami-Dade County v. Walberg*, 739 So. 2d 115 (Fla. Dist. App. 3d 1999). Here, the Board received fact-based testimony regarding the character and aesthetics of the neighborhood, as well as historical accounts of flooding and drainage problems during prior storm events. Additionally, the Board was provided with evidence depicting the general character of the area, including photographs, an aerial map overlaying the site plan on the Subject Property, and a parcel map. Maps, reports, and other information which, in conjunction with the testimony of the neighbors, if believed by the Commission, constitutes competent substantial evidence. *Walberg*, 739 So. 2d at 118.

15. The Applicant carries the initial burden of persuasiveness and of demonstrating entitlement to the development order through competent substantial evidence. *See* LDC §§ 959A. & C. In this case, the initial burden was not met.

16. Per LDC section 933, after a petition for an action for a property has been denied by final decision without prejudice, a re-application for requests without material changes on the same property may be submitted at any time.

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It is therefore ORDERED AND ADJUDGED as follows:

For the reasons set forth above, and in accordance with the Polk County Comprehensive Plan and the Polk County Land Development Code, the Board hereby denies LDCU-2025-38 without prejudice. Therefore, pursuant to LDC section 933, a request for a Conditional Use approval on the Subject Property may be submitted at any time.

DONE AND ORDERED in Bartow, Polk County, Florida, in regular session this **16th** day of **June, 2026**, by the Polk County Board of County Commissioners.

Polk County Board of County Commissioners

By: _____
Martha Santiago, Ed. D., Chair

ATTEST: Stacy M. Butterfield, Clerk and Auditor to the Board

By: _____
Deputy Clerk

This Decision is rendered to the Clerk on _____, 2026.

By: _____
Deputy Clerk

cc: Chad Brooker, Applicant
Land Development Division Official File

Polk County

Board of County Commissioners

Agenda Item R.42. 6/16/2026

SUBJECT

Consider adoption of a written order denying LDSPD-2025-2 (Old Dixie Highway SPD) without prejudice. (No fiscal impact)

DESCRIPTION

On June 2, 2026, the Board held a public hearing to consider an appeal of the Planning Commission's decision to approve LDSPD-2025-2. At the conclusion of the De Novo hearing, the Board voted 3-2 to deny the proposed Planned Development application without prejudice. Pursuant to Florida Statutes section 125.022, the Board must adopt a written order specifying the reason for denial.

RECOMMENDATION

Request Board adopt the written order denying LDSPD-2025-2 without prejudice.

FISCAL IMPACT

None.

CONTACT INFORMATION

Sandra Howard, Deputy County Attorney
863-534-6437

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

Applicant: Chad Brooker, P.E., Traditions Engineering

Property Owner: HB & CT, LLC

Case Number: LDSPD-2025-2 (Old Dixie Highway SPD)

_____/

ORDER DENYING LDSPD-2025-2 WITHOUT PREJUDICE

THIS MATTER came before the Polk County Board of County Commissioners ("Board") on June 2, 2026, at a public hearing held in accordance with the Polk County Land Development Code ("LDC") and the Polk County Comprehensive Plan, pursuant to a De Novo application appealing the Planning Commission's 6-1 approval of a Suburban Planned Development for Case Number LDSPD-2025-2 (the "Application"). The Board fully incorporates herein the entire record for the public hearing of LDSPD-2025-2, including the Planning Commission's decision, the Development Review Committee's Recommendation, and all testimony and evidence presented at the public hearing. The Board having been fully advised in the premises, makes the following findings of fact and rulings for this, its written order for LDSPD-2025-2, in accordance with §125.022, Florida Statutes:

1. The Applicant, Chad Brooker of Traditions Engineering ("Applicant"), applied on behalf of the property owner, HB & CT, LLC ("Property Owner") for approval of a Suburban Planned Development (SPD) to develop thirty-one (31) single-family lots on approximately 20.29 acres (approximately 15 of which are upland acres) with a Residential Suburban (RS) land use district.

2. The Subject Property is located at 1994 Old Dixie Highway, west of the Polk Parkway, east of Delon Court, west of the City of Auburndale in Section 05, Township 28, Rage 25, and is comprised of Parcel ID Numbers: 252805-000000-043010; 252805-000000-043050; and 252805-000000-043060.

3. According to Table 2.1 of the LDC, "Suburban Planned Development" is a "C3" conditional use in RS land use districts requiring a Level 3 Review. SPD's in the RS district can reach up to 3 DU/AC by meeting locational criteria benchmarks found in LDC Section 303. Of the total property, an estimated 15 acres are upland with the balance of wetlands located to the northern end of the site. With calculations based on the upland acreage, the proposed density is 2.07 DU/AC. The minimum lot size is 10,010 sq. ft. (+/- 0.23 acres), though the majority of lots will exceed this. Standard lot widths are 60 feet. Setbacks will meet RS standards (10' sides; 15' rear; 25' garage). A small portion of the site is within Residential Medium and the Transit Supportive Development Area in the I-4 Selected Area Plan (SAP), but this has no practical bearing on the requested SPD.

4. The surrounding uses are single-family homes on varying lot sizes and unit types, many of which were developed prior to the adoption of the Comprehensive Code and LDC. Though single-family uses are considered compatible with one another, disparate densities are evident. The Applicant's site plan has used open space and stormwater ponds in an attempt to mitigate the impact on neighboring properties. Additionally, landscaping will be planted along the eastern and western property lines, as well as along the frontage of Old Dixie Highway.

5. Section 204.A.3 of the LDC states, "*The purpose of the RS district is to provide areas for suburban-density residential development to promote the proper transition of land from rural to urban uses. The RS district permits single-family dwelling units, family care homes, agricultural support uses, and community facilities*." According to Comprehensive Plan Policy 2.106-A1, "*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*."

6. Per LDC Section 303, SPDs may contain single-family detached and duplex units at a gross density of up to, and including, three dwelling units per acre based upon a Locational Eligibility Score as determined by Tables 3.3 and 3.4 under Planned Developments. SPDs must meet conditional use criteria provided for Planned Developments within this Section. Table 3.4 SPD, Density Conversion Table of the LDC, states that 24 points can achieve a density up to 2.5 (DU/AC). According to LDC Table 2.2, Minimum lot sizes in RS are five acres. The proposed minimum lot size is 10,010 sq. ft. (+/- 0.23 acres). Standard lot widths are 60 feet. The proposed development will meet RS setback standards as follows: Minimum principal structure setbacks will be ten (10) feet from the sides and fifteen (15) feet from the rear. Minimum accessory structure setbacks will be five (5) feet from the sides and ten (10) feet at the rear. Front yard setback will be 20 feet from the right of way and 40 feet from centerline. Garage setbacks are twenty-five (25) feet.

7. On April 1, 2026, the Planning Commission held an advertised public hearing for LDSPD-2025-2. The site plan reviewed by the Planning Commission provided for the construction of thirty-one (31) single-family lots on approximately 15 upland acres, with a gross density of 2.07 dwelling units per upland acre. Ms. Aleya Inglima of the Polk County Land Development Division presented the case to the Planning Commission and testified that the Development Review Committee (DRC) recommended approval of the Application. The Applicant provided testimony to the Planning Commission in support of the Application and specifically testified that the proposed SPD served as a transition from lower density to higher density residential areas. Five (5) neighboring residents in the area testified in opposition to the SPD and expressed their concerns regarding the compatibility of denser development in the area. The Planning Commission received two emails from the public opposing the Application. Following all presentations, testimony and discussion, the Planning Commission voted to approve the Application by a vote of 6-1.

8. The Appellant, Jon Leonard of 288 Delon Court in Auburndale, timely filed an application and paid the required fee for a De Novo hearing pursuant to LDC section 921.

9. On June 2, 2026, the Board held a De Novo hearing for LDSPD-2025-2. Mr. Ian Nance of the Polk County Land Development Division provided the following documents to the Board, which are part of the record[1]: (1) staff report; (2) site plan; (3) area map; (4) impact assessment statement; (5) Application; (6) de novo application; (7) proposed final order; (8) Planning Commission and BoCC PowerPoint Presentations; and (9) written comments from neighbors in opposition of the Application. The Board accepted Mr. Nance as an expert in the field of land use planning. Mr. Nance presented a PowerPoint presentation to the Board that included aerial pictures of the Subject Property, a parcel map showing the densities of the adjacent residential properties, the land use map, the site plan, and an aerial of the site plan overlaid on the Subject Property. Mr. Nance testified that the DRC recommended approval of the Application.

10. Anthony L. Werschky on behalf of the Property Owner, HB & CT, LLC, gave a presentation to the Board with an overview of the Application, the history of the project site, applicable comprehensive plan policies, and proposed resolutions to citizen objections. Specifically, the Applicant and Property Owner testified in regard to flooding, drainage and water retention concerns that numerous steps would be taken to ensure less water would flow onto neighboring properties than occurs today. Following Mr. Werschky's presentation, the Applicant, Chad Brooker as the engineer for the project, also made a presentation to the Board.

11. Following the Applicant and Property Owner's presentations, the Appellant, Jon Leonard, gave a presentation to the Board in opposition to the Application. Mr. Leonard indicated that he was representing over forty (40) other neighboring residents in the area adjacent to the proposed development. The Appellant testified that the proposed development is not compatible with the surrounding area and creates "an enclave inside homes on much larger acreage." Mr. Leonard stated that this enclave carve-out cannot be deemed a transition area, as homes on 1.5 acres all the way up to 10 acres surround the proposed enclave of higher density development.

12. Following the Appellant's presentation, the Board received public comment. One neighbor provided testimony to the Board in opposition to the Application and noted significant flooding on his adjacent properties during prior storm events. Other neighbors testified that the proposed planned development is incompatible with the surrounding rural, residential suburban area comprised of larger lot sizes of one dwelling unit per five acres. One neighbor testified that the traffic congestion on Old Dixie Highway is already a problem due to nearby development, and that additional traffic due to the proposed SPD would increase traffic further, rendering the proposal incompatible with the surrounding rural area.

13. After the residents testified, Mr. Werschky presented rebuttal argument in response to the public comments. Specifically, Mr. Werschky noted the entire area to the east of the

[1] Pursuant to Resolution 2022-090, all documents attached to the agenda item for de novo hearing shall be deemed part of the record unless removed from the record by motion of the Board. All PowerPoint presentations given to the Board during the de novo hearing shall be deemed part of the record unless removed from the record by motion of the Board.

proposed development is Residential Medium (RM) density, which is a greater density than what is proposed by the Applicant. Mr. Werschky also noted that a traffic study would be conducted as part of the approval process to determine what the best practice would be as to traffic patterns and flows. Mr. Brooker reiterated that the Subject Property and the proposed development thereon will serve as a transition area, transitioning between higher RM density properties to the lower density lots to the west which the neighbors spoke of as being incompatible. At the end of the public hearing, the Board members discussed the Application and ultimately determined that the Application's proposed density is incompatible with the existing nature of the surrounding area. The Board voted 3-2 to deny LDSPD-2025-2 without prejudice.

14. As further discussed below, the Application is not compatible with the surrounding land use and general character of the area surrounding the Subject Property. Although single-family residential uses are often considered compatible with one another, in this proposed development disparate densities are evident. This property is in a transition area between Residential Medium land use districts surrounding the Polk Parkway and Auburndale to the east, and less-intense residential development to the west that was created prior to the adoption of the Comprehensive Plan and LDC, some before the adoption of any zoning ordinances. The proposed density of 2.07 du/ac is significantly higher than the adjacent Residential Suburban (RS) density that is located immediately to the south, southwest, west and northwest of the Subject Property, and higher still than that of the Agricultural Residential Rural (A/RR) density located due north. Pursuant to LDC Table 2.2, density in both the RS and the A/RR land use categories are 1 dwelling unit per 5 acres.

15. Comprehensive Plan POLICY 2.102-A2 states, "Land shall be developed so that adjacent uses are compatible with each other" and provides three options to ameliorate incompatibilities. The tools for accomplishing higher standards of compatibility, as outlined in the Comprehensive Plan, are (i) buffering; (ii) limiting scale and intensity; and (iii) transition using innovative techniques. The Applicant has clustered the lots south of the wetlands and has used open space and stormwater ponds to mitigate and buffer the impact on neighboring properties. However, these mitigation proposals are insufficient to overcome the SPD's incompatibility with the surrounding, lower-density residential areas.

16. Because the proposed mitigation strategies do not ameliorate the incompatibility issues present, the Application is inconsistent with various Comprehensive Plan and LDC policies, including without limitation, the following:

a. The Comprehensive Plan and LDC define Compatibility as follows: "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." In this case, the residents provided testimony explaining how the Application's proposed high density will unduly negatively affect the character of the area. The Board was also provided with, *inter alia*, maps and aerial pictures demonstrating the lower-density nature of the area.

b. The Application is inconsistent with Policy 2.102-A2: COMPATIBILITY, which states "[l]and 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 more compatible through limiting intensity and scale of the more intense use; c. uses are transitioned through gradual scaling of different land uses activities through the use of innovative techniques such as a Planned Unit Development." In this case, the Applicant is proposing to construct 31 single-family lots on approximately 15 upland acres, which equates to a density of 2.07 du/ac, in contrast with the lesser density surrounding areas of RS and A/RR which allow 1 du per 5 acres.

c. The Application is inconsistent with Policy 2.102-A10: LOCATION CRITERIA, and Policy 2.119-A2: LOCATION CRITERIA, which both require consideration of a list of factors when determining the appropriateness of establishing or expanding any land use or development area. Both policy sections require consideration of the nearness to incompatible land uses. In this case, proposed buffering does not mitigate the Application's incompatibility with the adjacent lower-density RS and A/RR areas; therefore, the Application is inconsistent with Policy 2.102-A10 and Policy 2.119-A2.

d. The Application is inconsistent with Policy 2.119-A3: DEVELOPMENT CRITERIA, subsection b., which requires new residential development, immediately adjacent to existing residential areas, to be designed so as to minimize any potential adverse impacts due to dissimilar densities or building scale. Here, the opposition presented evidence that the dissimilar densities would adversely impact the surrounding RS and A/RR areas. Additionally, the practical development potential of the Subject Property is limited by wetlands and flood zones, access, and current unavailability of centralized wastewater within this region of Auburndale's utility service area. While a flood study and wetland delineation would be required during the Level 2 Review process, many adjacent property owners testified during the public hearing that they had personally observed significant flooding, drainage and stormwater retention issues on the site and the surrounding area. This testimony, along with other fact-based substantial competent evidence depicting the general rural nature of the area demonstrates the proposed development's inconsistency with Policy 2.119-A3.

e. The Application is inconsistent with the LDC section 303 regarding a Planned Development (PD), which includes a Suburban Planned Developments (SPD) as proposed. An PD application must address how the planned development meets intensity and timeliness standards, as well as internal and external design criteria. Subsection C provides: "The intensity and timeliness of a PD shall be determined by the surrounding infrastructure needed to support the residents within that development." Under this section, the minimum qualifications for residential density shall be based on achieving a locational eligibility score.

f. Per LDC Section 303, SPDs may contain single-family detached and duplex units at a gross density of up to, and including, three dwelling units per acre based upon a Locational Eligibility Score as determined by Tables 3.3 and 3.4 under Planned Developments. SPDs must meet conditional use criteria provided for Planned Developments within this Section. Table 3.4 SPD, Density Conversion Table of the LDC, states that 24 points can achieve a density up to 2.5 (DU/AC).

g. To reach the proposed density (2.07 DU/AC), a Locational Eligibility Score of 22 points is required by LDC Section 303. The application shows this site could attain 25 points based on location near arterial and collector roadways; availability of a potable water line; proximity to emergency medical care and schools; proximity to commercial districts, employment opportunities, and parks; and its location within an open basin with a positive outfall. However subsection C specifically dictates that "the Locational Eligibility Score is not an entitlement but rather a measure of timing only. The maximum density in Table 3.4 is **not** guaranteed" (*emphasis added*). As previously mentioned, the Application's higher density is incompatible with the nature and character of the area and fails to provide gradual changes in intensity and density. Subsection E regarding external design requires the proposed development to be compatible with and responsive to the character of the surrounding area. Specifically, "PDs shall provide for gradual changes in intensity and density when sharing property boundaries with less intense adjacent development using buffering and screening techniques; increases in peripheral lot sizes and widths; decreases in height; and other compatibility strategies as necessary to adequately protect existing or probable uses of surrounding property." In this case, insufficient mitigation exists to buffer and protect the adjacent RS and A/RR areas from the proposed higher density development. Further, "the entrances and most common vehicle routes of a proposed development shall minimize adverse impacts upon nearby development and have an adequate amount of access points to serve the number of units within the development." The proposed development will have direct access to Old Dixie Highway, which the Board received testimony from area residents that is already overburdened and congested with traffic.

h. Given the reasons stated above, the Application also fails to meet the following: sections 906A.2., 3., and 5.; and sections 906D.12.a, b., and c.

17. Florida courts have held that it is appropriate to consider whether the proposed zoning "is consistent with the properties adjacent to the [subject] property and is consistent with the actual development of the area." *Metro. Dade County v. Blumenthal*, 675 So. 2d 598, 605 (Fla. Dist. App. 3d 1996). Citizen testimony is perfectly permissible and constitutes substantial competent evidence, so long as it fact-based. *Miami-Dade County v. Walberg*, 739 So. 2d 115 (Fla. Dist. App. 3d 1999). Here, the Board received fact-based testimony regarding the character and aesthetics of the neighborhood as compared to the requested higher density of the proposed project. Additionally, the Board was provided with evidence depicting the general character of the area, including photographs, an aerial map overlaying the site plan on the Subject Property, and a parcel map. Maps, reports, and other information which, in conjunction with the testimony

of the neighbors, if believed by the Commission, constitutes competent substantial evidence. *Walberg*, 739 So. 2d at 118.

18. The Applicant carries the initial burden of persuasiveness and of demonstrating entitlement to the development order through competent substantial evidence. *See* LDC §§ 959A. & C. In this case, the initial burden was not met.

19. Per LDC section 933, after a petition for an action for a property has been denied by final decision without prejudice, a re-application for requests without material changes on the same property may be submitted at any time.

It is therefore ORDERED AND ADJUDGED as follows:

For the reasons set forth above, and in accordance with the Polk County Comprehensive Plan and the Polk County Land Development Code, the Board hereby denies LDSPD-2025-2 without prejudice. Therefore, pursuant to LDC section 933, a request for a SPD on the Subject Property may be submitted at any time.

DONE AND ORDERED in Bartow, Polk County, Florida, in regular session this **16th** day of **June, 2026**, by the Polk County Board of County Commissioners.

Polk County Board of County Commissioners

By: _____
Martha Santiago, Ed. D., Chair

ATTEST: Stacy M. Butterfield, Clerk and Auditor to the Board

By: _____
Deputy Clerk

This Decision is rendered to the Clerk on _____, 2026.

By: _____
Deputy Clerk

cc: Chad Brooker, Applicant
Land Development Division Official File

Agenda Item R.43. 6/16/2026

SUBJECT

Authorize County Manager from May 1 to June 30 to adjust landfill rates annually, as necessary, to address yard waste to prepare for hurricane season.

DESCRIPTION

In preparation for hurricane seasons, the Board has previously provided direction that it desires to authorize the County Manager to adjust landfill rates to encourage residents to remove yard waste from their property in preparation for hurricane season.

RECOMMENDATION

Authorize County Manager from May 1 to June 30 to adjust landfill rates annually, as necessary, to address yard waste to prepare for hurricane season.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Randy Mink, County Attorney
863-534-7679

DEPARTMENT OF THE AIR FORCE
598TH RANGE SQUADRON (ACC)
AVON PARK AIR FORCE RANGE FLORIDA

2 June 2026

MEMORANDUM FOR POLK COUNTY PLANNING COMMISSION
Mr. Robert Beltran, Chair
Polk County
330 W. Church Street
Bartow, FL 33831-9005

FROM: 598 RANS/CC
29 South Blvd
Avon Park Air Force Range, FL 33825

SUBJECT: Polk County LDCPAL-2024-15 and LDCT-2024-24

1. I am sending this letter to formally share my viewpoint regarding the proposed Comprehensive Plan and Land Development Code (LDC) text amendments. The proposed Indian Lakes Estates (ILE) Comp Plan and LDC amendments do not present mission sustainment/encroachment concerns for APAFR. We would emphasize, however, increases in residential density underneath military Special Use Airspace (SUA) could result in noise complaints; will increase risk to public safety should an aviation mishap occur; and set a concerning precedence for future compatibility with APAFR.

2. APAFR is the largest USAF air-to-ground training range in the eastern U.S., providing world-class military training for DoW units from across our nation. APAFR's extensive air and ground space provide our nation's warfighters the ability to train like they fight. In consideration of APAFR's airspace, Polk County established Military Compatibility Zones (MAZ) 1 and 2. One segment of airspace, Restricted Airspace R-2901D WEST, extending from 1000 ft to 4000 ft, is located directly above ILE. Development of duplexes underneath low-altitude restricted airspace would typically be a significant encroachment concern, however inclusion into an established residential community, should not have additional negative impact to APAFR's mission.

3. Thank you for your consideration. We sincerely hope this information helps inform your evaluation of these proposed amendments. If you have any questions or want any additional information, please contact me by email at albert.chang@us.af.mil or at my duty mobile number: 813-787-8942.

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ALBERT J. CHANG, Lt Col, USAF
Commander

DEPARTMENT OF THE AIR FORCE
598TH RANGE SQUADRON (ACC)
AVON PARK AIR FORCE RANGE FLORIDA

2 June 2026

MEMORANDUM FOR POLK COUNTY PLANNING COMMISSION
Mr. Robert Beltran, Chair
Polk County
330 W. Church Street
Bartow, FL 33831-9005

FROM: 598 RANS/CC
29 South Blvd
Avon Park Air Force Range, FL 33825

SUBJECT: Polk County LDCPAL-2024-15 and LDCT-2024-24

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3. Thank you for your consideration. We sincerely hope this information helps inform your evaluation of these proposed amendments. If you have any questions or want any additional information, please contact me by email at albert.chang@us.af.mil or at my duty mobile number: 813-787-8942.

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ALBERT J. CHANG, Lt Col, USAF
Commander