

## **PROFESSIONAL SERVICE AGREEMENT**

**THIS PROFESSIONAL SERVICE AGREEMENT** (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida 33830, and Inspire Placemaking Collective, Inc. (the "Consultant") a Florida corporation, headquartered at 4767 New Broad Street, Orlando, FL 32814 whose Federal Employer Identification Number is FEIN 92-1495717.

**WHEREAS**, the County requires certain professional services in connection with updating the Polk County Comprehensive Plan (the "Project"); and,

**WHEREAS**, the County has solicited for these services via RFP 24-016, an advertised request for proposals (the "RFP"), and has received numerous responsive proposals thereto; and

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

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

### **1.0 Effective Date; Term**

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

1.2 Unless otherwise sooner terminated in accordance with the provisions herein, the term of this Agreement shall be for a five (5) year time period with the option of extending for two (2) additional five (5) year time periods upon mutual agreement of the parties. The timeline for completing the Project is included in the Scope of Services attached hereto and incorporated herein as Exhibit "A-iii". A timeline for completing any additional services, if authorized by the County in accordance with Section 2.3 below, will be included in the applicable Work Authorization.

### **2.0 Consultant Services**

2.1 The County does hereby retain the Consultant to furnish those

services and to perform those tasks related to the Project (collectively, the "Project Services") further described in (i) the County's Request for Proposal RFP # 24-016 to include all attachments and addenda, (ii) the Consultant's responsive proposal thereto, and (iii) the scope of services (collectively, (i) (ii), and (iii) are "RFP 24-016"), all of which are incorporated into this Agreement by this reference, attached as a composite Exhibit "A" and made a part of this Agreement.

### **3.0 Compensation**

#### **3.1 General**

3.1.1 In consideration for it providing the Project Services, the County shall pay the Consultant the lump sum amount of \$560,523.00, as stated in Exhibit "A-iii" Scope of Services.

3.1.2 Additional Services/Work Authorizations. At its option, the County may choose to engage the Consultant to perform additional, related services under this Agreement, beyond the scope of the Project but nonetheless related to the Polk County Comprehensive Plan or Land Development Code, including, without limitation, subsequent updates to the Project or minor updates to the Code. For any such additional services, the County will issue a Work Authorization to the Consultant stating the specific scope of services, time schedule, and negotiated compensation (either a lump-sum or a not-to-exceed amount) based on the Consultant's hourly rates set forth in Exhibit "B" (the "Fee Schedule") attached hereto and incorporated herein by reference. All provisions of this Agreement shall apply to any Work Authorization issued hereunder with full force and effect. Each Work Authorization shall become effective upon due execution and issuance of a purchase order. Work Authorizations greater than \$100,000 must be approved by the County Manager or designee prior to a purchase order being issued for the services. These Work Authorizations must also include a history of cumulative spend for all prior work authorizations executed under this Agreement. If any Work Authorization expires on a date that is later than the date that this Agreement expires, the Consultant and the County agree that the terms of this Agreement and any amendments, attachments or provisions thereof shall automatically extend through and until the expiration (including any extension or amendment thereto) or full completion of the requirements of the Work Authorization have been performed. This extension applies

only when the expiration of the Work Authorization extends beyond the expiration of this Agreement. This extension does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.

3.1.3 The Consultant shall invoice the County monthly for the Project Services rendered as outlined in Exhibit "A-iii". All such invoices shall be based upon the percentage of work completed for each Task/Milestone Item, as set forth on Exhibit "A-iii", for the preceding month. Each invoice shall include a description of work performed or milestone achieved. No invoices shall be issued or paid for services that have not been performed.

3.1.4 The Consultant acknowledges and agrees that the Fee Schedule shown on Exhibit "B" identifies all Consultant job classifications which will perform billable services pursuant to this Agreement, and the fee for each job classification, along with all equipment, materials, and supplies necessary in the performance of the Services. The County shall not be obligated to pay the Consultant (i) for any Services performed by individuals whose job classifications are not listed on the Fee Schedule, or (ii) for the cost of any equipment, material, or supplies not listed on the Fee Schedule that the Consultant may use in performing the Services.

3.1.5 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written Amendment to the Professional Service Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for the Project Services or Work Authorizations in effect at the time of the amendment.

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

3.1.7 Each invoice shall be due and payable forty-five (45) days after the date the County receives a correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered to:

Polk County Land Development  
330 West Church Street  
Bartow, FL 33813

3.1.8 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.

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

3.1.10 Pursuant to Section 3.1.4, if a not to exceed fee is negotiated for any Work Authorization for additional related services, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the services performed, as specifically set forth in the applicable Work Authorization. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction.

3.1.11 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 fees, time charges and requested reimbursements stated in such invoice.

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

### 3.2 Reimbursable Expenses

3.2.1 When a not to exceed price is negotiated for a Work

Authorization, all Consultant requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement. The Consultant's request for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County Auditor. To qualify for reimbursement, the Consultant's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

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

Overnight Deliveries  
Sub-Consultant

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes, and County policy for pre-approved out-of-county travel.

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

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

3.2.6 No Reimbursable Expenses shall be permitted or paid for the Consultant's performance of the Project Services or for any Work Authorizations negotiated as a lump-sum payment.

#### **4.0 Consultant's Responsibilities**

4.1 The Consultant shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

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

#### **5.0 Ownership of Documents**

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

#### **6.0 Termination**

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

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

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

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

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

or under this Agreement.

#### **7.0 No Contingent Fees**

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

#### **8.0 Assignment**

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

#### **9.0 Professional Associates and Subcontractors**

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

#### **10.0 Indemnification of County**

Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers,

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

#### **11.0 Insurance Requirements**

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

the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

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

Professional Liability. \$2,000,000 for errors and omissions, exclusive of defense costs.

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

Premises and Operations:

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

Independent Contractors:

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

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

## **12.0 Public Entity Crimes**

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

in such case, the County shall have the rights and remedies as provided herein.

**13.0 Non-Discrimination**

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

**14.0 Designation of Party Representatives**

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

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

**15.0 All Prior Agreements Superseded**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**16.0 Modifications, Amendments or Alterations**

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

**17.0 Independent Consultant**

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Consultant (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Consultant is to be and shall remain forever an independent Consultant with respect

to all Services performed under this Agreement. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Consultant shall have no right to speak for or bind the County in any manner.

#### **18.0 Public Records Law**

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

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

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

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

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

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

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

**RECORDS MANAGEMENT LIAISON OFFICER  
POLK COUNTY**

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

**19.0 Compliance with Laws and Regulations**

In providing all Services pursuant to this Agreement, the Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

**20.0 Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

**21.0 Notices**

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For County:**

Polk County Land Development  
330 West Church Street  
Bartow, Florida 33830  
Attention: Division Director

**For Consultant:**

Inspire Placemaking Collective, Inc.  
4767 New Broad Street

Orlando, FL 32814  
Attention: George Kramer

**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 Florida with full right and authority to do business within the State of Florida.

25.1.2 Consultant's performance under this Agreement will not violate or breach any contract or agreement to which the Consultant is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Consultant has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Consultant now has and will continue to maintain all licenses and approvals required for conducting its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Consultant has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Consultant has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Consultant shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

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

## **26.0 Default and Remed**

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: George Kramer, Senior Reviewer

Name: Eric Raasch, Project Manager

Name: Chris Dougherty, Deputy Project Manager

Name: Patricia Tyjeski, Principal-in-Charge

**32.0 Scrutinized Companies and Business Operations Certification; Termination.**

**A. Certification(s).**

(i) By its execution of this Agreement, the Consultant hereby certifies to the County that the Consultant is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Consultant engaged in a boycott of Israel, nor was the Consultant on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Consultant further certifies to the County as follows:

(a) the Consultant is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Consultant is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Consultant is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Consultant was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Consultant hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Consultant for submitting a false certification to the County regarding the foregoing matters.

**B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:**

(i) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Consultant is found to have been placed on the Scrutinized

Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

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

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

**ATTEST:**

STACY M. BUTTERFIELD  
CLERK OF THE BOARD

**Polk County**, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
W.C. BRASWELL, Chairman  
Board of County Commissioners

Date Signed By County \_\_\_\_\_

Reviewed as to form and legal sufficiency:

Sandra B. Howard 2/16/24  
County Attorney's Office Date

**ATTEST:**

Inspire Placemaking Collective Inc.,  
a Florida corporation

By: Emily Dimsdale  
[Signature]  
PRINT NAME  
FSR II  
TITLE

By: [Signature]  
George Kramer  
PRINT NAME  
President  
TITLE

Date: 02/23/2024

SEAL



ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 02/23/24 (Date) by George

Kramer (Name of officer or agent) as

president (title of officer or agent) of the Corporation on

behalf of the Corporation, pursuant to the powers conferred upon him/her by the

Corporation. He/she personally appeared before me at the time of notarization,

and ☐ is personally known to me or ☒ has produced

FL driver license 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

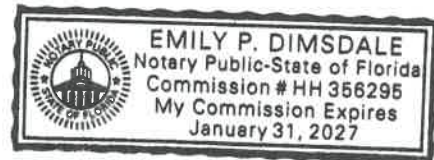
this February 23, 2024 (Date) 02/23/2024

(Official Notary Signature and Notary Seal)

Emily Dimsdale (Name of Notary typed, printed or stamped)

Commission Number HH 356295

Commission Expiration Date 01/31/2027



# Exhibit A (i)

## RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in preparing an update to the Polk County Comprehensive Plan projected out to the year 2050 here as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

**RFP Number and Title:** 24-016, Polk County Comprehensive Plan Update

**Description:** Provide update to the Polk County Comprehensive Plan projected out to the year 2050. The plan update shall result in a concise and engaging document and companion Customer Info Graphic Guide complying with the Community Planning Act requirements contained in Chapter 163 Florida Statutes.

**Receiving Period:** Prior to 2:00 p.m., Wednesday, November 8, 2023

**Bid Opening:** Wednesday, November 8, 2023, at 2:00 p.m. or as soon as possible thereafter.

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

### Special Instructions:

To obtain a copy of current copy of Polk County's Comprehensive Plan please go the following link: [https://library.municode.com/fl/polk\\_county](https://library.municode.com/fl/polk_county). If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at [tabathashirah@polk-county.net](mailto:tabathashirah@polk-county.net).

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Procurement Analyst, via email at [tabathashirah@polk-county.net](mailto:tabathashirah@polk-county.net) or via fax at (863) 534-6789. All questions must be received by, Wednesday, October 25, 2023, 4:00 p.m.

## **RFP REGISTRATION**

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

**RFP Number:** 24-016

**RFP Title:** Polk County Comprehensive Plan Update

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](mailto: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 seven (7) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #24-016, Polk County Comprehensive Plan Update” 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	
<b>RFP Number</b>	24-016
<b>RFP Title</b>	Polk County Comprehensive Plan Update
<b>Due Date/Time:</b>	November 8, 2023, prior to 2:00 pm
<b>Submitted by:</b>	
<b>Deliver To:</b>	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 [tabathashirah@polk-county.net](mailto:tabathashirah@polk-county.net) at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab (if applicable). Please use the name convention of your files as follow:

"RFP 24-016 Tab 1"

"RFP 24-016 Tab 2"

"RFP 24-016 Tab 3"

"RFP 24-016 Tab 4"

"RFP 24-016 Tab 5"

"RFP 24-016 Tab 6"

"RFP 24-016 Tab 7"

"RFP 24-016 Tab 8"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: [https://youtu.be/vkn\\_7AHgioE](https://youtu.be/vkn_7AHgioE). If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at [tabathashirah@polk-county.net](mailto:tabathashirah@polk-county.net).

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

**POLK COUNTY**  
**Procurement Division**  
**Fran McAskill**  
**Procurement Director**  
**REQUEST FOR PROPOSAL 24-016**  
**(Polk County Comprehensive Plan Update)**

Sealed proposals will be received in the Procurement Division, Wednesday, **November 8, 2023**, prior to **2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <http://www.polk-county.net/boccsite/doing-business/bids/>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that 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 Tabatha Shirah, via email at [tabathashirah@polk-county.net](mailto:tabathashirah@polk-county.net) or via fax at (863) 534-6789. All questions must be received by October 25, 2023, 4:00 p.m.**

**Proposers and any prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of a contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.**

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

**Polk County Procurement Division**  
**330 West Church Street, Room 150**  
**Bartow, Florida 33830**  
**(863)534-6757**

## **INTRODUCTION**

Polk County, a political subdivision of the State of Florida seeks professional planning services for “Polk County Comprehensive Plan Update,” the Project.

Polk County’s Selection Process for consultants’ services is in accordance with Section 287.055, Florida Statutes, the Consultants’ Competitive Negotiations Act (“CCNA”). The Professional Services Selection Committee will review the qualifications of all submitting firms.

It is the intent of the County to select and negotiate a Consulting Agreement with one (1) firm.

The County will negotiate a fee schedule and or overall lump sum price as part of “Selection Process”, Elevation Level 4, Contract Negotiations.

Services under this contract will be in compliance with Section 287.055 of the Florida Statutes referred to as the “Consultants’ Competitive Negotiation Act” (CCNA). Polk County’s Procurement Procedure’s Manual outlines the Procedures for Contracting for Professional Services Covered by CCNA. These procedures outline the process used for the selection of a consulting firm awarded through this RFP process.

In accordance with Section 287.055(10), Florida Statutes, or any applicable amending or replacement statute, this provision of the RFP shall serve as the County’s public notice that any plans, drawings or designs developed by the successful Proposer(s) on behalf of the County pursuant to this RFP or any agreement, authorization, purchase order or other contract resulting therefrom, are subject to be reused by the County at some future time in accordance with the aforementioned statute.

All services must be performed in accordance with applicable Federal, State and Local regulations.

## **PURPOSE, HISTORY AND BACKGROUND**

### **Purpose**

The purpose of this Request for Proposals (RFP) is to receive proposals from qualified planning consulting teams (hereinafter referred as “consultant”) interested in preparing an update to the Polk County Comprehensive Plan (“Plan Update”) projected out to the year 2050. The Plan Update shall result in a concise and engaging document and companion Customer Info Graphic Guide complying with the Community Planning Act requirements contained in Chapter 163 Florida Statutes. The final document shall also provide vision and policies, based on major sections as provided in this Scope guiding future land uses, concurrent infrastructure and incorporate plans currently underway by other County Divisions, the Polk Transportation Planning Organization (TPO), and support the planning directions of the cities within Polk County.

### **Polk County History and Background**

**About Polk** - The Florida Legislature got it right in 1861 when it carved out a swath of scrub land that encompassed then-Eastern Hillsborough and Western Brevard counties. With a roll call of votes and the signing of a bill, Polk County was created – just months before the nation plunged into the Civil War. In those days, Polk’s population barely

topped 3,000 residents. Officially dubbed Polk County Feb. 8, 1861, it became the state's 39th county with the passage of Chapter 1201 of the 1861 Florida Statutes.

**Early History** - It's largely thought the area's first inhabitants were the Paleoindians, who had reached the northern parts of Florida about 10,000 B.C. Through curiosity, the Paleoindians made their way to the lower, interior areas of the state and along the Gulf Coast and began making permanent settlements between 9,000 and 8,500 B.C. when the glaciers began to melt.

European explorers made their Florida entrance in the 1500s, followed by various Native American tribes. Many scholars associate the county's Native American inhabitants with the Tocobaga people of Tampa Bay and their close relatives, the Mocosos, who lived east of the bay and along the Alafia and Hillsborough rivers. The Seminole Indians, which were descendants of Georgia's Creek Indians, didn't settle the areas in and around Polk until the 1700s. Polk quickly underwent a period of growth and change during the 19th century. The county's first courthouse was constructed in 1867 in Bartow on land donated by cattle baron Jacob Summerlin. By the 1880s, the development of various industries, including citrus, cattle, and phosphate, and the arrival of the railroad caused a boom in land prices.

The population of the county doubled as a new wave of visitors and workers settled in Polk. Henry Plant's South Florida Railway crossed the county and reached Tampa in 1884, linking central Florida with a massive transportation network. Locally produced goods were shipped by rail to national and international markets – Florida oranges could now reach major metropolitan areas like New York City, Philadelphia, and Baltimore in less than a week. Phosphate mining also benefited from improvements in the transportation infrastructure and quickly became one of Polk County's largest industries.

Today, Polk County is a leading contributor to the state's economy and politics. Citrus, cattle, agriculture, and the phosphate industry still play vital roles in the local economy, along with an increase in tourist revenue in recent years. The county's location between Tampa and Orlando metropolitan areas has aided in the development and growth of the area. Residents and visitors alike are drawn to the unique character of the county's numerous heritage sites and cultural venues, stunning natural landscapes, and many outdoor activities, making Polk the heart of central Florida.

## **SCOPE OF SERVICES**

Polk County's first Comprehensive Plan was adopted in 1979 with a new one adopted in 1991 in response to the 1985 Growth Management Act. A revised Comprehensive Plan was adopted in 1992 after negotiations with the State to ensure compliance with state laws and has been amended since with map and policy amendments. The Green Swamp Area of Critical State Concern Critical Area Resources Management Plan (CARMP) was adopted in 1994 after four (4) years of negotiations with the State. Numerous isolated amendments to the Plan have occurred over the last several decades, however a new

comprehensive visioning, branding and rewrite has not. The following are the tasks of this scope.

### **1.0 Project Management**

The Land Development Division (LDD) will assign a staff member to serve as the Project Manager that will be the liaison with the Consultant's Project Manager along with the LDD Director.

### **2.0 Responsibility of the Consultant**

The responsibility of the Consultant will be based on the tasks listed in this scope as well as additional specifics following the submission of the technical proposal by the consultant. Consultants are expected to explore information on the County's website and the website of the Polk TPO to gain historical knowledge as well as current information on County facilities and environmental programs. At a minimum, the tasks will include the following:

**2.1 Data and Analysis** - Collection and analysis of all data needed for a Comprehensive Plan per Florida Statutes including GIS development and associated maps. The data and maps will be a balance between County staff efforts and the consultant's depending on costs.

<b>Category</b>	<b>Description</b>
General	Size, demographics, racial and gender composition, government
Infrastructure	Libraries, land fill, drainage, utilities, Polk Regional Water Cooperative
Schools	Graduation rate, Highschool tracks, dual enrollment, school concurrency
Historical	Historical resources map
Public Safety	Sheriff, Fire, Emergency Medical Services
Land Use	Land use trends, existing, current (developable), industrial and business park zoning, agriculture, created lots (platted/not), rural residential developments. Rural mixed-use developments, suburban planned developments
Transportation	Crash data, sidewalks, bike/ped safety, miles of roads/substandard, complete streets, freight network, transit, senior access, multi-use trails
Environmental	Lake access, environmental lands, underserved areas, climate change, Polk green
Economics	Public participation in government, voting trends, growth financial feasibility, underserved and redevelopment areas, employment data, economic and historical tourism

**2.2 Plan Review** - Review plans of the State of Florida, Central Florida Regional Planning Council, cities within Polk County, Polk Vision, and other regional plans.

**2.3 Branding and Public Participation** – To help with costs, it is expected that LDD staff along with assistance from Polk County's Communication Division and Polk Vision will lead coordination and implementation of public education and involvement efforts for the Plan update. Proposals shall include a description of the Consultant's participation in these activities in a supporting role to include the following: attendance and participation at community workshops (in person or virtual) and meetings; preparation of draft material for publication in project brochures and newsletters; and the preparation of maps/graphics depicting Plan Update themes. Consultants can offer a public

participation effort lead by the Consultant rather than staff that may or may not be accepted depending on costs.

**2.4 Board workshops and public hearings** – The Consultant will be required to attend Planning Commission and Board of County Commissioners meetings and hearings for strategic phases in the process to gain input and guidance on the process and recommendations. Proposals shall include a recommendation for which meetings and hearings are appropriate for the Consultant to attend.

**3.0 Plan Update** – This task describes expectations of what needs to be included in the Plan Update by the Consultant. The Plan Update shall incorporate the following:

**3.1. Plan Update Sections** - The sections titles to be incorporated into the Plan Update shall include the following:

**Introduction** – Purpose of the Plan Update, vision, Polk and Heritage Town history with story maps (web-based design), population data. The population data has usually come from the Polk TPO efforts as part of their Long Range Transportation Plan updates.

**Future Land Use Element** – Florida Statute compliant updates to the Development Areas (Transit Supportive Development Area [TSDA], Urban Grown Area [UGA], Suburban Development Area [SDA], Neighborhood Utility Service Area [NUSA], Utility Enclave Area [UEA], and the Rural Development Area [RDA]), location criteria updates for the Future Land Use designations, updates to the Selected Area Plans (SAP) which will most likely include combining of SAPs, updates to the CARMP, Development Limitations, and Resource Protection Areas, and Specialized Uses.

**Transportation Element** – Update Transportation Element to incorporate the Florida Department of Transportation's Context Classifications, Polk TPO Long Range Transportation Plan projects, and Polk County Community Investment Program projects.

**Other Elements** – Updates to the required and elected Elements including the School Facilities and Economics Element and work with the appropriate Divisions in those updates.

**3.2. Plan Update Themes** – Current themes to be discussed as part of the data, analysis, and policy creation for the Plan Update include the following:

**Warehouse/distribution** - Best Practices and interface of warehouse/distribution with all forms of residential and last mile design, safety, and quality of life buffering considerations.

**Non-residential location criteria** - Revise Locational criteria for non-residential Future Land Use designations to include pass by traffic and nearby employers and current population needed to support brick and motor stores due to the changes in need from internet sale.

**Redevelopment Areas: Revitalization, Support, and Sustainability** – Undeveloped area gaps in the TSDA, UGA, SDA, and the NUSA that are otherwise developable with

some strategic infrastructure investments. Industrial uses surrounding the residential communities in the phosphate mining lands that were once built for the employees near rail.

**Adaptive Reuse** – Polk County is expected to reach a population of one million people by 2040. This means growth in areas with uses in abandoned agricultural or phosphate buildings as well as the shift of residential structures to non-residential uses along widened roadway corridors. How can efficient and scalable uses be permitted in an otherwise rural or residential area?

**Community Concerns** – Based on a public participation process, the Plan Update shall include a vision cultivated by the public including residents, businesses, city representatives, natural resources conservation, development and economic, and tourism.

**Freight mobility and transportation safety** – Polk County is a warehouse and distribution hub for the entire state. Moving freight is integral to FDOT and a major theme in the Polk TPO Long Range Transportation Plan. Freight is expected to be moved on a variety of roads that include commercial and residential traffic. It is imperative that these road systems provide for the safety of the uses, pedestrians, and bicyclists.

**Natural Resources and water protection** – Polk County includes the Green Swamp Area of Critical State Concern that is the head waters for five rivers in the state. Polk County's Environmental Lands Program has helped protect thousands of acres and is expected to protect many more in the future. However, much of the landscape was amended to accommodate cattle and the natural flow of water and the impact to uplands has been greatly impacted.

**Rapidly Advancing Transportation Technologies** – This is a fast-emerging advancement in our culture.

**Certified Local Government in Historical Preservation** – Polk County is expected to adopt an ordinance to be a CLG.

**3.3 Development Area Boundary Review** – The Transit Supportive Development Area (TSDA), Urban Growth Area (UGA) and Suburban Development Area (SDA) boundaries are based on water and sewer connection locations. Existing and property transit routes are subareas of the TSDA, UGA, and SDA needed due to the realistic expectations of infrastructure concurrency. This should result in maps depicting locations of existing city and County utility and transit infrastructure.

#### **4.0 Plan Update Deliverables**

It is expected that the products produced by the Consultant during the entire process shall be prepared so they can be used for the final deliverables and incorporation into the Plan Update. The goal is to have a dual purpose for items produced during this process. The Plan Update will include the following deliverables:

**4.1 Project Updates** – Presentations by the Consultant at strategic times in the process to staff, the Planning Commission, Land Use Hearing Officers, and Board of County Commissioners as previously mentioned in this scope. In addition, a regular meeting schedule with the County’s Project Manager and Land Development Director throughout the process.

**4.2. Branding** – The Consultant shall work with Polk County Communications Division in branding the Plan Update in terms of graphics and title. This shall be used in all presentations for this project.

**4.3 Implementation Metric Strategy** - The Consultant will offer a metric strategy that measures the effectiveness of the Goals in the updated Comprehensive Plan and associated policy recommendations. The metric system recommendation shall include a digital method to communicate progress toward implementing the updated Plan’s goals that will be used on the County’s website.

**4.4 Comprehensive Plan document and GIS files** – Prepared in ADA compliant Word document, including all needed maps and tables that can be sent to MuniCode. The Consultant will also provide all GIS digital data created for the Plan Update. The mapping and written document will be a team effort between the Consultant and LDD staff as needed to save on project costs. The Consultant may be needed to help with any objections, comments, or recommendations from the Florida Department of Commerce.

**4.5 Comprehensive Plan Customer Service Guide (“Guide”)** – Use the updated Comprehensive Plan to create an infographic-based Guide for all our customers similar to the LDC Customer Service Guide. The Guide shall meet current ADA compliant standards including any future changes from the Department of Justice (Current Standards: ISP 32000-1:2008 and WCAG 2.0 AA) and will be translated into Spanish. This task is based on fund availability.

**5.0 Plan Update Schedule** - The Plan Update shall be adopted by the Board of County Commissioners by August 5, 2025.

**6.0 Future Plan Updates** – Consultant may be used for future updates to the resulting Comprehensive Plan Update.

## **AGREEMENT**

The term of this agreement is estimated to be for five (5) years after notice to proceed is issued with optional extensions. The actual term will be negotiated as part of the Selection Process, Elevation Level 4 (Contract Negotiations).

## **EVALUATION CRITERIA**

Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired unless specifically requested. The Proposal responses shall be contained within a three-ring binder (original and each copy in separate binders). For the purposes of this RFP, one page equals a single sided page. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

### **Tab 1 – Executive Summary**

(Items a-c: Maximum of two (2) pages)

- a) Name, company name, address, telephone number, and email address.
- b) State the number of years in business, as the same company/firm.
- c) State the number of full-time employees.
- d) Provide documentation showing proper incorporation by the Secretary of State.
- e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055

### **Tab 2 –Approach to Project (35 Points)**

(Maximum of four (4) pages)

- Provide a short narrative project approach outlining how you propose to respond to and manage this project.
- Please describe the specific abilities of the firm/team in regard to this approach. Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services.
- Briefly describe firm's quality assurance/quality control program.
- Please include a project schedule.

### **Tab 3 – Experience, Expertise, Personnel & Technical Resources (35 Points)**

- Provide a minimum of two (2) and a maximum of five (5) recent projects performed within the past ten (10) years as the prime firm performing a comprehensive plan update for a City or County similar in size (Limit response to one (1) page per project. A minimum of one (1) project must have been performed in Florida.
- For each project please provide:
  - a. Name and location of the project;
  - b. Size and cost of the project;
  - c. Provide a copy of the final product (electronic copy is preferred);
  - d. Project representative name, address, phone number, and email address;
  - e. Date project was completed or is anticipated to be completed; compare to the original date.
  - f. The nature of the firm's responsibility on the project;
  - g. Identify the key staff and their role in each project;
  - h. Identify working relationship of consultants or joint venture on project, if applicable;

- i. 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.
  - j. List of any time extensions created by item h above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
- The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
  - a) Name and current position held by the person
  - b) Name, title and project assignment
  - c) Experience:
    - 1) Types of projects.
    - 2) Size of projects (dollar value of project).
    - 3) What were their specific project involvements?
- Demonstrate each key staff's availability and office and home location to respond to the needs of the project (Two (2) pages maximum for all key staff member)
- Identify sub consultants to be used, if any. For each sub consultant identified please provide
  - Their locations that can be utilized to expedite a deliverable if required.
  - A brief description of their experience outlining their qualifications to perform the intended services
  - A brief resume for each key personnel that will be assigned to perform the intended services.

**Tab 4 Is the Firm a "Polk County Entity"? (5 Points)**

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity, then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Provide documentation of the Proposers' headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.
- Provide documentation of the sub-consultant's headquarters and local offices, if any, and the amount of time the sub-consultant has been located at each such local office. Please also indicate the number of employees at the local office.
- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
  - The term "Polk County Entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day-to-day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

- In the event a Proposer lists one or more sub-consultants in Tab 4 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

**Tab 5 Is the Firm a “Certified Woman or Minority Business Enterprise” (5 Points)**

- Polk County Board of County Commissioners has a long-standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our prime and professional services vendors to utilize W/MBE vendors where at all possible, irrespective of a company’s certification status. Please explain how the submitting firm will encourage minority participation in the project. (Limit response to one page).
- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County’s certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Proposers or sub-consultants will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
- If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the firms’ certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County’s Purchasing Procedures. Polk County’s Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:
  - Valid W/MBE Certification from one of the following:
    - Florida Minority Supplier Development Council
    - Women Business Enterprise National Council
    - The State of Florida Office of Supplier Diversity
    - Florida Department of Transportation
    - U. S. Small Business Administration
    - Federal Aviation Authority
    - Other Florida governmental agencies

Certifications from other governmental agencies will be considered on a case-by-case basis.

- In the event a Proposer lists one or more sub-consultants in Tab 5 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Women or Minority owned business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County

or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

**Tab 6 – Interaction with County and Regulatory Agency Staff (5 Points)**

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including consultation, governing regulations; and other related activities. Describe the firm's ability to work with all County Divisions and County Attorney's Office staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of local regulatory agencies, including, but not limited to FDOT and State of Florida. (Limit response to one (1) page)

**Tab 7 – Timely Completion of Projects (5 Points)**

- Describe the firms' current and future projected workload. Describe specifically the firms' daily ability to handle each aspect of the scope of services described herein. (Limit response to two (2) pages maximum).

**Tab 8 – Surveys of Past Performance (10 Points)**

- Provide reference surveys from past clients for all projects identified under Tab 3.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all three surveys and score as follows
  - Average Score between 9-10 10 Points
  - Average Score between 7-8 8 Points
  - Average Score between 5-6 6 Points
  - Average Score between 3-4 4 Points
  - Average Score between 1-2 2 Points
  - Average Score of 0 0 Points

**BID OPENING**

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

**Selection Process**

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

**Elevation Level 1 (Procurement Requirements Assessment):**

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming

Proposals shall be elevated to Elevation Level 2. Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

- Procurement will also ensure all firms meet the requirement of certification as outlined in Florida Statute 287.055(3)(c).
- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

### **Elevation Level 2 (Scoring)**

- Procurement shall score each Proposal on the following evaluation criteria:
  - Local (Tab 4) 5 points
  - W/MBE Certification (Tab 5) 5 Points
  - Surveys of Past Performance (Tab 8) 10 points
  - Subtotal Points 20 points

by the process stated under each corresponding Tab description as set forth on Pages 12-15.

- 1) Each Selection Committee member shall score each Proposal on the following evaluation criteria:
  - Approach to Project (Tab 2) 35 Points
  - Experience, Expertise, (Tab 3) 35 Points  
Personnel, and Technical Resources
  - Interaction w/ County & Regulatory (Tab 6) 5 points  
Agencies
  - Timely Completion of Projects(Tab 7) 5 points
  - Subtotal Points 80 points

by the following process:

- 1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:
  - EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.  
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.
  - VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.  
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.
  - GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

- FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard. The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

- UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee will elevate no fewer than the three

highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee shall elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

### **Elevation Level 3 (Proposer Interviews)**

The Selection Committee may be required to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3.

During an interview, elevated Proposers may be requested to make a presentation focusing on their qualifications, approach to the project and the ability to furnish the required services. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services. In accordance with Section 287.055(4)(b), Florida Statutes, in determining whether a Proposer is qualified, each Selection Committee member shall consider such factors as:

- Ability of Personnel
- Whether a Proposer is a certified minority business enterprise
- Past performance
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads
- Volume of work previously awarded to each Proposer by the County

Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

### **Elevation Level 4 (Contract Negotiations)**

If a Proposer is elevated to this level, the User Division, with the assistance of Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer(s) in accordance with Section 287.055(5), Florida Statutes.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to recommend to the Board to approve contract negotiations with the next-highest-ranked

Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer.

## **GENERAL CONDITIONS**

### **CONTACT**

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, and any employee of Polk County, other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon completion execution of a contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

### **INSURANCE REQUIREMENTS**

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

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

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Policy must include Separation of Insureds Clause.

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

Professional Liability Insurance. \$2,000,000 for design errors and omissions, inclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

## **INDEMNIFICATION**

To the maximum extent permitted by law, the Consultant shall indemnify, protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, to the extent arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant or any persons or entities employed or utilized by Consultant in the performance of this Agreement. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

## **PUBLIC ENTITY CRIMES STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

## **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION**

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

## **WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH**

The County hereby notifies all Proposers that W/MBEs are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

## **AFFIRMATION**

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

## **DEVELOPMENT COSTS**

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

## **ADDENDA**

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <http://www.polk-county.net/boccsite/doing-business/bids/>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

## **CODE OF ETHICS**

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

## **DRUG FREE WORKPLACE**

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

## **APPLICABLE LAWS AND COURTS**

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

## **CONTRACTUAL MATTERS**

A copy of the Consulting Agreement to be entered into with the successful proposer(s) is included with this RFP as Attachment A.

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

## **PROPOSAL ACCEPTANCE PERIOD**

A proposal shall be binding upon the offeror and irrevocable by it for 120 calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

## **ADDITION/DELETION**

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

## **PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

## **REVIEW OF PROPOSAL FILES**

In accordance with Chapter 119.071 of the Florida Statutes, the responses received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal responses shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

## **RFP PROTEST**

Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <http://www.polk-county.net/docs/default-source/procurement/protest-procedures.pdf?sfvrsn=2>.

**FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.**

## **UNAUTHORIZED ALIEN(S)**

The Consultant agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful consultant will complete and submit the form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

## **EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)**

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

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

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to

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

### **LIMITATIONS**

This request does not commit Polk County to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The County reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

### **ATTORNEY'S FEES AND COSTS:**

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

### **PUBLIC RECORD LAWS**

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

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

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

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

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

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

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

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

**Scrutinized Companies and Business Operations Certification; Termination.**

**A. Certification(s)**

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

- (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
  - (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
  - (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.
- (iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.
- B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:
  - (i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
  - (ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

## Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: \_\_\_\_\_

DBA/Fictitious Name (if applicable): \_\_\_\_\_

TIN #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

County: \_\_\_\_\_

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: \_\_\_\_\_

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

## **EXHIBIT I**

### **DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS**

The objective of this process is to identify the past performance of the Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

#### **Sending the Survey**

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included then Procurement will only use those identified under Tab 3.

1. The Consultant shall complete the following information for each customer that a survey will be sent

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 (Comprehensive Plan Update for Hillsborough County), Etc.
COST OF SERVICES	Cost of services (\$250,000)
DATE COMPLETE	Date when the services were completed. (i.e., 10/01/2013)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

**Preparing the Surveys**

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 8.
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

**Survey Questionnaire – Polk County**  
**RFP 24-016, Polk County Comprehensive Plan Update**

To: \_\_\_\_\_ (Name of Person completing survey)  
 \_\_\_\_\_ (Name of Client Company/Contractor)  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Total Annual Budget of Entity \_\_\_\_\_

Subject: Past Performance Survey of Similar work:

Project name: \_\_\_\_\_

Name of Vendor being surveyed: \_\_\_\_\_

Cost of Services: Original Cost: \_\_\_\_\_ Ending Cost: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues not within the scope of work promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator \_\_\_\_\_

Signature of Evaluator: \_\_\_\_\_

Please fax or email the completed survey to: \_\_\_\_\_

## Affidavit Certification Immigration Laws

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

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

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

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (*name*) as \_\_\_\_\_ (*title of officer*) of \_\_\_\_\_ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

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

PROJECT NAME: RFP 24-016, Polk County Comprehensive Plan Update

The undersigned, as an authorized officer of the proposer identified below (the "**Consultant**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Consultant in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Consultant and the County on or about the date hereof, whereby the Consultant will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

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

2. Pursuant to Section 448.095(5), Florida Statutes, the Consultant, and any 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 Consultant or subconsultant. The Consultant acknowledges and agrees that (i) the County and the Consultant may not enter into the Contract, and the Consultant may not enter into any subconsultants thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

By: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
Its: \_\_\_\_\_

**CONSULTANT:**

By: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
Its: \_\_\_\_\_

## **ATTACHMENT A – CONSULTING AGREEMENT**

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
THE AGREEMENT STARTS ON THE FOLLOWING PAGE)**

## **PROFESSIONAL SERVICE AGREEMENT**

**THIS PROFESSIONAL SERVICE AGREEMENT** (the “Agreement”) is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the “County”), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida 33830, and Consultant legal name (the “Consultant”) a Florida corporation, headquartered at Consultant address whose Federal Employer Identification Number is FEIN \_\_\_\_\_.

**WHEREAS**, the County requires certain professional services in connection with the Polk County Comprehensive Plan update; and,

**WHEREAS**, the County has solicited for these services via RFP 24-016, an advertised request for proposals (the “RFP”), and has received numerous responsive proposals thereto; and

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

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

### **1.0 Effective Date; Term**

1.1 This Agreement shall take effect on the date (the “Effective Date”) of its execution by the County, and shall continue until the Consultant completes all Services as identified in Section 2, below, unless the Agreement is otherwise sooner terminated as provided herein.

1.2 The Consultant shall complete the Project within XXX calendar days or until completion of the project, subject to an Event of Force Majeure as defined in Section 30.0, unless otherwise approved by the County in its sole and absolute discretion, commencing upon issuance of the Notice to Proceed.

### **2.0 Consultant Services**

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the “Services”) further described in (i) the County’s Request for Proposal RFP # 24-016 to include all attachments and addenda,

(ii) the Consultant's responsive proposal thereto, and (iii) the \_\_\_\_\_ (collectively, (i) (ii), and (iii) are "RFP 24-016"), all of which are incorporated into this Agreement by this reference, attached 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, the County shall pay the Consultant the not to exceed amount of \$XXXXXX stated in Exhibit "A-III" Compensation, which is attached hereto and made a part of this Agreement.

3.1.2 The Consultant shall invoice the County based upon the Consultant's fees that are stated on the attached Exhibit "B", "Fee Schedule", which is made a part of this Agreement. The Fee Schedule identifies all Consultant job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification, along with all equipment, materials, and supplies necessary in the performance of the Services. The County shall not be obligated to pay the Consultant (i) for any Services performed by individuals whose job classifications are not listed on the Fee Schedule, and (ii) for the cost of any equipment, material, or supplies not listed on the Fee Schedule that the Consultant may use in performing the Services.

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

3.1.4 Each invoice shall be due and payable forty-five (45) days after the date the County receives a correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered to:

Polk County Land Development  
330 West Church Street  
Bartow, FL 33813

3.1.5 The Consultant will clearly state "Final Invoice" on the Consultant's final/last billing for the Services rendered to the County. The Consultant's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Consultant hereby waives any

charges not properly included on its Final Invoice.

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

3.1.7 All Consultant invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. After examining an invoice, the County may request that the Consultant submit additional documents to support certain fees or charges. Upon receipt of any such request the Consultant shall provide the requested documents or other required information to the County Auditor's satisfaction.

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

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

### 3.2 Reimbursable Expenses

3.2.1 All Consultant requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement. The Consultant's request for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County Auditor. To qualify for reimbursement, the Consultant's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses the Consultant incurred directly in connection with the performance of the

Services performed in accordance with this Agreement:

Overnight Deliveries  
Reproduction  
Sub-Consultant

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

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

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

#### **4.0 Consultant's Responsibilities**

4.1 The Consultant shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

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

#### **5.0 Ownership of Documents**

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Consultant's performance of the

Services pursuant to this Agreement, subject to the cure period provided in Section 26.0, shall become the property of the County after payment is made to the Consultant for such instruments or documents.

## **6.0 Termination**

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

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

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

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

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

## **7.0 No Contingent Fees**

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

## **8.0 Assignment**

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

## **9.0 Professional Associates and Subcontractors**

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

## **10.0 Indemnification of County**

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

shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

#### **11.0 Insurance Requirements**

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

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

Professional Liability. \$2,000,000 for errors and omissions, exclusive of defense costs.

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

Premises and Operations:

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

Independent Contractors:

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

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

#### **12.0 Public Entity Crimes**

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

#### **13.0 Non-Discrimination**

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

#### **14.0 Designation of Party Representatives**

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

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

#### **15.0 All Prior Agreements Superseded**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

#### **16.0 Modifications, Amendments or Alterations**

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

#### **17.0 Independent Consultant**

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

#### **18.0 Public Records Law**

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

(b) Without in any manner limiting the generality of the foregoing, to the extent

applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

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

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

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

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

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

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

#### **19.0 Compliance with Laws and Regulations**

In providing all Services pursuant to this Agreement, the Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

## **20.0 Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

## **21.0 Notices**

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

### **For County:**

Polk County Land Development  
330 West Church Street  
Bartow, Florida 33830  
Attention: Division Director

### **For Consultant:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **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 Florida with full right and authority to do business within the State of Florida.

25.1.2 Consultant's performance under this Agreement will not violate or breach any contract or agreement to which the Consultant is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Consultant has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Consultant now has and will continue to maintain all licenses and approvals required for conducting its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Consultant has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Consultant has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Consultant shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

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

#### **26.0 Default and Remedy**

If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Consultant receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Consultant, then the Consultant shall 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 THIS PAGE IS INTENTIONALLY LEFT BLANK;  
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE  
WITH THE PARTIES' SIGNATURES. )**

DRAFT

**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:**

Legal name of company,  
a Florida Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
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 \_\_\_\_\_

October 10, 2023

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**ADDENDUM #1**

**RFP 24-016, Polk County Comprehensive Plan Update**

---

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

---

Contained within this addendum: Questions and answers

*Tabatha Shirah*

Tabatha Shirah

Procurement Analyst

Procurement Division

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**This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.**

---

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

# **RFP 24-016, Polk County Comprehensive Plan Update**

## **Addendum #1**

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**Question 1:** Will a firm with W/MBE certification in Polk County count for scoring on both Tabs 4 and 5?

**Answer 1:** Yes. Provided the firm meets the definition of a woman/minority business enterprise as described in Tab 5, the firm will receive a maximum of 5 points, and if the firm meets the definition of a Polk County Entity as described in Tab 4, the firm will receive a maximum of 5 point. Please refer to page 13 and 14 of the Proposal Package for criteria.

**Question 2:** Can the County please clarify if the scoring starts over for each of the Elevation Levels or if the scoring continues from the previous Elevation Level's score?

**Answer 2:** The scores from Elevation Level 2 (Scoring) are used to determine who will be elevated to Elevation Level 3 (Proposer Interviews). After the interviews have been completed, the scores start over and the Selection Committee will rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services.

Please refer to the Proposal Package, section "Selection Process" on pages 15-19 for detailed process.

October 30, 2023

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**ADDENDUM # 2**

**RFP 24-016, Polk County Comprehensive Plan Update**

---

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

---

Contained within this addendum: Question and answer.

*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: \_\_\_\_\_

## **RFP 24-016, Polk County Comprehensive Plan Update**

### **Addendum #2**

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**Question 1:** The indemnification language is different under the General Conditions on page 21 and the Sample Agreement on page 40. Would the County please use the same language that is used in the General Conditions for the Agreement?

**Answer 1:** The two provisions are substantially similar, and the County will finalize the language with the successful Proposer during contract negotiations.



# 01

## Executive Summary

A photograph of a two-story green historic house with white decorative trim. The house has a gabled roof with a small dormer window. The front porch has a white railing with a repeating pattern. The house is set on a lawn with some landscaping.

November 8, 2023  
Attn: Polk County Procurement Division  
330 West Church Street, Room 150  
Bartow, FL 33830

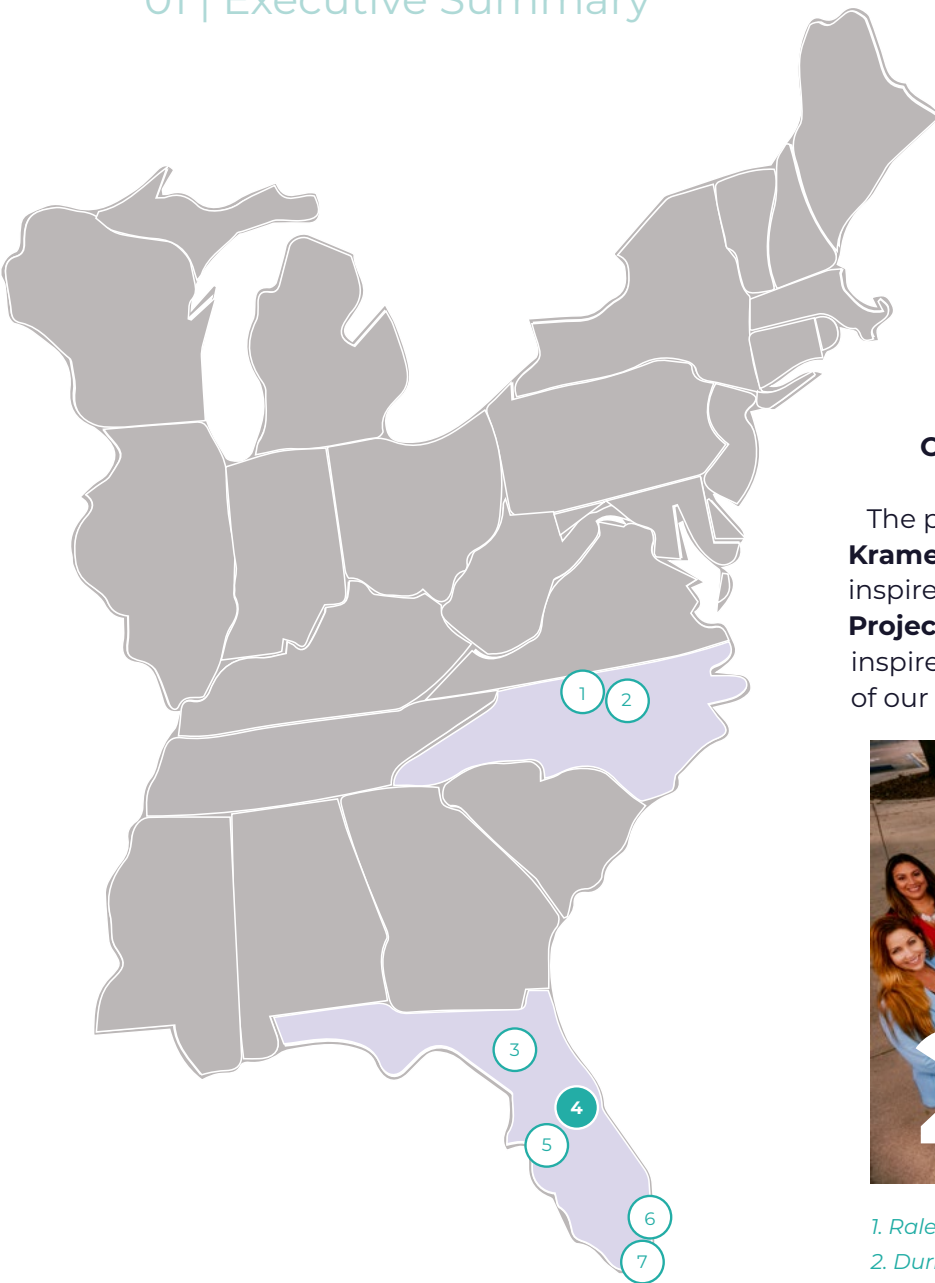
**Re: RFP #24-016 - Polk County Comprehensive Plan Update**

Dear Members of the Selection Committee,

Established in 1861, Polk County has evolved from a railroad, citrus, cattle, and phosphate hub to a modern County with an ideal location between the Orlando and Tampa Metropolitan Statistical Areas (MSAs). While the County's location is an asset in terms of transportation and logistics, it also presents challenges for communities seeking to maintain their unique identities due to growth pressures from the surrounding MSAs. Polk County is uniquely positioned to take advantage of its strategic location in the heart of the I-4 corridor, and it is now time to plan for the future. Conditions have changed since Polk County adopted its last revised Comprehensive Plan in 1992. Additionally, piecemeal amendments to the plan have occurred over the last 30 years without a comprehensive vision for the future. Inspire commends Polk County's commitment to public engagement and its proactive approach to community visioning. We don't view this project as simply an effort to gain compliance with Florida Statutes. While statutory compliance is the minimum, we envision a plan that sets the roadmap for sustainable growth, preservation of historic and cultural resources, preservation of the environment, and long-term economic prosperity for the region.

**Inspire Placemaking Collective, Inc. (Inspire)** was founded in 2022 as a formal spin-off of S&ME, Inc.'s planning and landscape architecture divisions which have been in operation for more than 20 years. With a team of twenty-three (23) full time employees, including fourteen (14) planners that have more than 200 years of collective experience, Inspire offers a traditional city planning practice, with a depth and breadth that is unique within today's marketplace.

Our practice focus includes comprehensive planning, land development code updates, form-based codes, design guidelines, redevelopment, economic development, historic preservation, and small area studies. We have assisted numerous cities and counties with the preparation of streamlined, user-friendly land use plans, comprehensive plans, land development regulations, form-based codes, design standards, and technical manuals. Our current and previous clients range from rural counties to fast-growing urban communities.



Inspire Placemaking Collective, Inc. has been in business for over 24 years under previous business names and over 10 months under our current business name.

Our headquarters and local office for this project is located at **4767 New Broad Street, Orlando, FL 32814.**

The primary contacts for this project are **George Kramer, President** (407.202.8387 | Gkramer@inspireplacemaking.com) and **Eric Raasch, Project Manager** (407.683.6939 | Eraasch@inspireplacemaking.com). Both contacts work out of our Orlando, FL office.



- 1. Raleigh, NC Office
- 2. Durham, NC Office
- 3. Gainesville, FL Office

- 5. Tampa, FL Office
- 6. Fort Lauderdale, FL Office
- 7. Miami, FL Office

4. Orlando, FL Office  
(Headquarters)

Thank you for this opportunity to present our qualifications for your consideration. We hope to have the opportunity to expand upon our ideas and experience through the interview process.

Sincerely,  
**Inspire Placemaking Collective, Inc.**



Eric Raasch, AICP  
Project Manager  
Eraasch@inspireplacemaking.com



George Kramer, AICP  
President/Authorized Representative  
Gkramer@inspireplacemaking.com

## Secretary of State for Incorporation Documentation

### *State of Florida Department of State*


I certify from the records of this office that INSPIRE PLACEMAKING COLLECTIVE, INC. is a corporation organized under the laws of the State of Florida, filed on December 27, 2022, effective October 27, 2022.

The document number of this corporation is P22000094175.

I further certify that said corporation has paid all fees due this office through December 31, 2023 and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Thirteenth day of January,  
2023*

  
*Secretary of State*

Tracking Number: 2162179579CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



# 02

Approach to Project

## Project Approach/Schedule

Polk County is a dynamic, rapidly growing community which is likely to face unique challenges and opportunities in the decades ahead. As such, Inspire is proposing a tailored approach to develop a modern, concise, and engaging Comprehensive Plan optimized to successfully guide the County's decision-making and development process through the 2050 planning horizon. Having previously collaborated with over 40 governments within Florida to update their comprehensive plans, we are confident in our ability to facilitate an efficient process which will result in a Plan that meets the objectives outlined in the RFP's Scope of Work. Specific tasks for this effort will include the following:

### TASK 1.0 PROJECT MANAGEMENT

**1.1. Kick-off Meeting** - Inspire will facilitate a kick-off meeting with County staff and Inspire's key team members at the County Administration Building. Inspire will prepare a meeting agenda and project timeline for discussion and approval. At this meeting, we will focus on project roles and assignments, project milestones, data collection, points of contact, and the overall schedule. We will also clearly identify all deliverables.

### TASK 2.0 RESPONSIBILITY OF THE CONSULTANT

#### 2.1. Data & Analysis -

▶ **2.1.1. Data Collection** - Inspire will coordinate with staff to ensure that specific information is provided regarding existing documentation, including the current adopted goals, objectives and policies, data and analysis, water supply plan, future land use map, GIS data related to the comprehensive plan, past evaluation and appraisal report, and recent or pending plan amendments. Inspire will review County demographics, infrastructure, schools, historical resources, public safety, land use, transportation, environmental features, and economics.

**2.2. Plan Review** - Inspire will review local, regional, and state planning documents, including documents from, Central Florida Regional Planning Council, Polk TPO, FDOT, cities within Polk County, Polk Vision, and other regional plans.

▶ **2.2.1. State Statutes Matrix** - Based on a thorough review of the comprehensive plan and changes in state statutes since the last Plan update, Inspire will create a matrix listing the changes in state statutes adopted since the last plan update. Inspire will identify if they have already been addressed or if changes are necessary to the goals, objectives, and policies, which will be organized by element.

This matrix will provide the foundation of the breadth and scope of the amendments to the comprehensive plan to meet the requirements of Section 163.3191, F. S.

▶ **2.2.2. Data & Analysis Update** - Inspire will prepare statistics summarizing existing conditions in the County, covering in general terms the following topics (this work will later become the basis of the comprehensive plan data and analysis – this will also be utilized in the public engagement materials).

- Existing Land Use Map and Narrative
- Demographic and socioeconomic data
- Ecological Overview (wetlands, floodplains, etc.)
- Mobility/Transportation Characteristics
- Housing Options
- Employment Centers and Major Activity Centers
- Utilities/Service Areas

**2.3. Branding & Public Participation** - Per Division 1.200 of the existing Comprehensive Plan, the County last completed visioning through the Comprehensive Plan Citizens Advisory Committee in 1989. Much has changed in the County since 1989, and community visioning and consensus building are critical elements of the comprehensive planning process. Inspire understands that the County wishes to keep costs down by performing much of the public engagement without the assistance of the consultant. Inspire can work with the County to determine the level of involvement by the consulting team, but we suggest the following approach to visioning for the project.

▶ **2.3.1. Project Brand** - Inspire's Graphic Design Team will collaborate with County Staff to develop a project brand. The project branding will strengthen communication throughout the development of the comprehensive plan update. Inspire will generate up to three design concepts based on an initial meeting with the County and provide two rounds of edits to finalize. The final brand will then be utilized on all planning-related documents and community outreach materials developed for the project. As part of the branding task, Inspire will develop social media posts to help promote the website and the public workshops.



► **2.3.2. Project Website** - Inspire will utilize the Social Pinpoint online community engagement platform to provide a branded and customizable project website that will function as the primary method of communication between the public and the Project Team throughout the duration of the project. To promote the project website, Inspire will coordinate with the County Staff to develop three branded digital posts using the County's preferred social media platforms and provide up to two rounds of revision for each post.

► **2.3.3. Interview Sessions** - Utilizing County staff's list of key community stakeholders, Inspire will schedule and conduct interviews at the County Administration Building over the course of two (2) days. Additional follow-up interviews (10 one-hour virtual meetings) will be conducted as determined by the project team.

► **2.3.4. Public Workshop** - Recognizing that the County is the fourth largest in the state, engagement across the entire County will be challenging and will require a strong engagement plan that is inclusive and meaningful. We find that engaging the community in their community elicits the most candid and spirited discussions on the future of the County. That is why we suggest conducting the two public workshops in each of the five commissioner districts at venues approved by County staff. Although each workshop series has a different theme, we bill each as a countywide workshop, understanding that many topics revealed by the participants will be based on their local experience. The ten (10) workshops will build off each other and will become the foundation of the vision. The workshop series is described further in the following section.

► **2.3.4.1 Public Workshop (1 of 3) – “Where are we now?”** The intent of the first workshop's engagement activities is to empower participants to answer the question “Where is Polk County now?” by asking attendees to identify the challenges and opportunities which should be addressed within the Plan. A workshop summary of the workshop will be submitted to County Staff for review and uploaded to the project website for the public to view or download.

► **2.3.4.2 Public Workshop (2 of 3) – “Where do we want to go?”** Workshop number two will ask attendees to participate in a series of engagement activities designed to evoke a common vision for the future of the Polk County community. A summary of the event will be submitted to County Staff for review with up to two rounds of revisions.

Once finalized, the workshop summary and meeting recording will be posted on the project website for the public to review and download.

► **2.3.4.3. Public Workshop (3 of 3) – “How do we get there?”** The intent of the third workshop and its engagements is to ensure the community has an active role in developing strategies that will help in implementing the community vision. A summary of the workshop will be submitted to County Staff for review and will be posted on the project website when finalized.

► **2.3.5. Listening Sessions** - Following the completion of the initial draft of the plan, we suggest conducting at least five (5) listening sessions (one in each district) to share the new plan and to receive feedback from the community.

► **2.3.6. Vision Summary** - Following the completion of the engagement process, Inspire will prepare a summary of the visioning process. The summary will include the community's preferred strategies for addressing the main vision themes that resulted from the website and engagement activities. The purpose of this document is to elevate the Vision in a document that is visually appealing and easy to read and follow. The Vision document will be submitted to staff for review and comment. Inspire will conduct up to three (3) revisions of the document.

**2.4. Board Workshops & Public Hearings** - Inspire will attend the Planning Commission and Board of County Commissioners meetings and hearings for strategic phases in the process to gain input and guidance on the process and recommendations. Inspire proposes the following meetings with the Planning Commission and Board of County Commissioners:

- Joint Planning Commission / Board of County Commissioners work session prior to formal public engagement with the community
- Presentation of the Vision (Task 2.3.8) to the Board of County Commissioners
- Planning Commission public hearing for transmittal
- Board of County Commissioners public hearings for transmittal and adoption

### Task 3.0 Plan Update

**3.1. Plan Update Sections** - Following the completion of the data and analysis, Inspire will amend the goals, objectives and policies of the entire Plan (utilizing strike-through and underline) to incorporate the County's Vision, address deficiencies, and establish a framework for the future of Polk County through 2050.

This update will address changes to the Introduction, Future Land Use Element, Transportation Element, and all other required and elected elements in the existing plan.

The County's existing Comprehensive Plan includes a land use framework that is divided into three levels: Development Areas, Land Uses, and Special-Area Overlay Districts and Areas. This framework allows the County to prioritize infrastructure investments that support growth through a "multi-nodal, urban-cluster" model with the intent of clustering growth around nodes in lieu of undirected sprawl. Inspire will analyze and evaluate this framework to determine its effectiveness in the current economy and beyond.

Inspire will update the Introduction section of the plan to remove all references to the historic 9J-5 legislation that no longer applies. Inspire will evaluate the three-level framework and perform statutory compliance updates to the Future Land Use Element. Inspire will evaluate the existing FLUM designations and suggest changes to either combine or eliminate redundancies or outdated districts. One of the goals of the update is to simplify the policies that have been amended in a piecemeal fashion over time, without a comprehensive re-write.

Inspire has teamed with Patel, Greene and Associates for the transportation portion of the effort, and they will update the required transportation data and analysis. That data and analysis will then become the basis of policy amendments to the Transportation Element.

Additionally, Inspire will evaluate the County's level of service standards to ensure that adequate public facilities to support the future population are provided through new development.

**3.2. Plan Update Themes** - Current themes to be discussed as part of the data, analysis, and policy creation for the Plan Update will include the following:

Warehouse/Distribution – Polk County is at the heart of Florida's distribution network and while this industry is an economic driver for the region, special consideration on freight routing and pedestrian safety must be evaluated through this effort. Inspire will evaluate the locational criteria for such uses to ensure property buffering and safety.

Non-Residential Location Criteria – The economy has changed significantly since the last Plan rewrite. It is important to evaluate the locational criteria for neighborhood-serving retail and office, as well as industrial uses.

While the conventional retail model has been upended by the rise of online commerce, there is value in creating small, neighborhood-serving retail that serves existing and future neighborhoods. Inspire has expertise in this type of analysis, through our previous evaluation of Hillsborough County's Commercial Locational Criteria.

Redevelopment Areas: Revitalization, Support, & Sustainability – Inspire will explore strategies for infill and redevelopment, specifically to address gaps in infrastructure within the TSDA and UGA. This analysis will include a mix of housing types to include "missing middle" products to further serve a diverse range of Polk County residents.

Adaptive Reuse – Adaptive Reuse of functionally-obsolete structures has the potential to accommodate future population growth within the County. Whether it be former agricultural operations or conversions of office space that are no longer needed due to trends associated with remote work, these reuse projects need to be located in areas served by infrastructure. These strategies can be integrated into Section 2.203 of the County's Housing Element.

Community Concerns – Consistent with the Vision Summary proposed in subtask 2.3.8, Inspire will incorporate stakeholder feedback directly into the proposed goals, objectives, and policies.

Freight mobility & Transportation Safety – Inspire appreciates the value that the freight industry adds to the Polk County economy, but recognizes that sometimes there are conflicts between transportation and logistics uses and the existing and adjacent communities. Inspire suggests a collaborative approach with FDOT and the Polk TPO to address these safety concerns, specifically through road design and placement.

Natural Resources & Water Protection – The Comprehensive Plan must protect the Green Swamp Area of Critical State Concern. Inspire will analyze Existing Objective 2.123-F and the associated policies to determine their effectiveness toward protecting the Green Swamp. This will include coordination with Lake County, because the Green Swamp extends northward across the County line.

Rapidly Advancing Transportation Technologies – Polk County has become a hub for transportation technology with the establishment of the SunTrax facility in Auburndale. The Comprehensive Plan update will take these technologies into consideration and allow for future-proofing of related transportation infrastructure improvements.

Certified Local Government in Historical Preservation – Polk County is expected to adopt an ordinance to be a CLG.

**3.3. Development Area Boundary Review** - Inspire will evaluate the existing TSDA, UGA, and SDA boundaries to determine the capacity for accommodation of future growth. Strategic infrastructure improvements within these areas will be considered through an access and opportunities model that will consider land uses, transportation, provision of utilities, and other public facilities.

## TASK 4.0 PLAN UPDATE DELIVERABLES

**4.1. Project Updates** - In addition to the workshops and hearings with appointed and elected officials referenced in Task 2.4 of this scope, Inspire will hold biweekly check-in meetings with staff to ensure the lines of communication between Inspire and Polk County staff remain open.

**4.2. Branding** - As referenced in proposed Task 2.3.1, Inspire will work with the Polk County Communications Division in branding the Plan Update in terms of graphics and title.

**4.3. Implementation Metric Strategy** - Inspire will prepare an implementation metric strategy that measures the effectiveness of the Goals in the updated Comprehensive Plan and associated policy recommendations. The metric system recommendation shall include a digital method to communicate progress toward implementing the updated Plan's goals that will be used on the County's website. This implementation metric strategy will assign priorities to the goals, objectives, and policies in the plan update and include criteria for documenting progress toward the goals.

**4.4. Comprehensive Plan Document & GIS Files** - Following the completion of the data and analysis, Inspire will amend the goals, objectives and policies of the entire Plan (utilizing strike-through and underline) to incorporate

the County's Vision, address deficiencies, and establish a framework for the future of Polk County through 2050. Inspire will prepare the document in an ADA compliant Word document, including all needed maps and tables to be provided to Municode for codification. Inspire will also provide all GIS digital data created for the Plan Update. Inspire will be available to respond to any objections, comments, or recommendations from the Florida Department of Commerce.

**4.5. Comprehensive Plan Customer Service Guide ("Guide")** - Inspire's graphics team will use the updated Comprehensive Plan to create an infographic-based Guide for the County's customers similar to the LDC Customer Service Guide. The Guide shall meet current ADA compliant standards including any future changes from the Department of Justice (Current Standards: ISP 32000-1:2008 and WCAG 2.0 AA) and will be translated into Spanish.

## PLAN UPDATE SCHEDULE

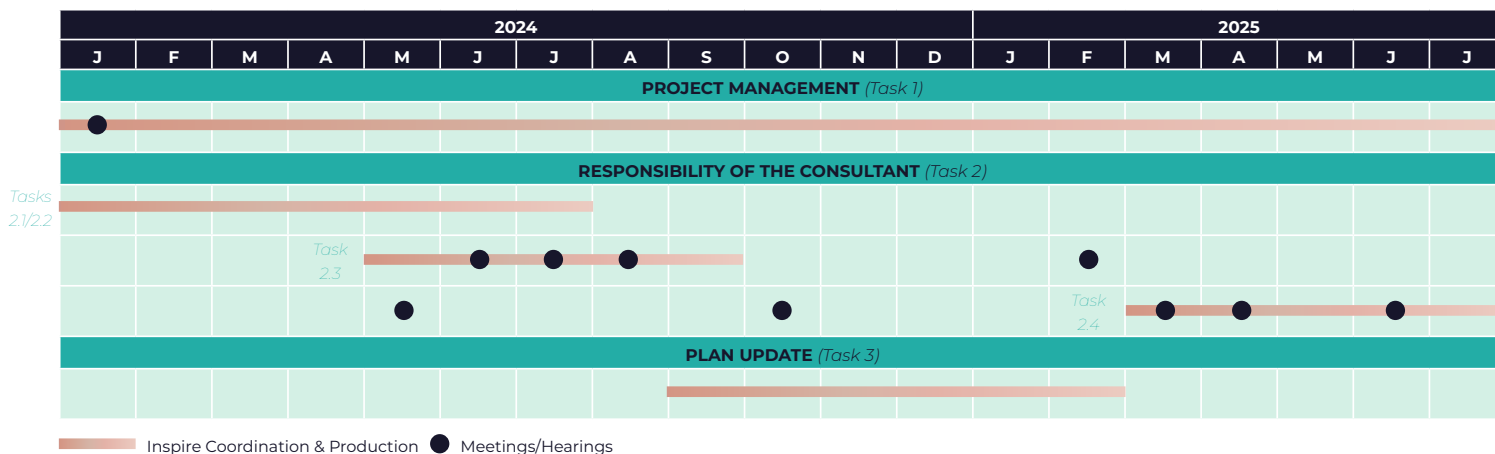
The updated Comprehensive Plan shall be completed for adoption by the Board of County Commissioners by August 5, 2025.

## FUTURE PLAN UPDATES

Inspire will be available for future plan updates to the resulting Comprehensive Plan.

## QUALITY ASSURANCE/QUALITY CONTROL

Inspire uses a Senior Review process to ensure that all deliverables are internally reviewed for quality assurance and quality control prior to submittal to the County. Patricia Tyjeski, Principal-in-Charge, has over 35 years of planning experience and is a detail-oriented planner with extensive experience in the production of thousands of high-quality deliverables over her career. She will assist George Kramer in the senior review process for this contract.



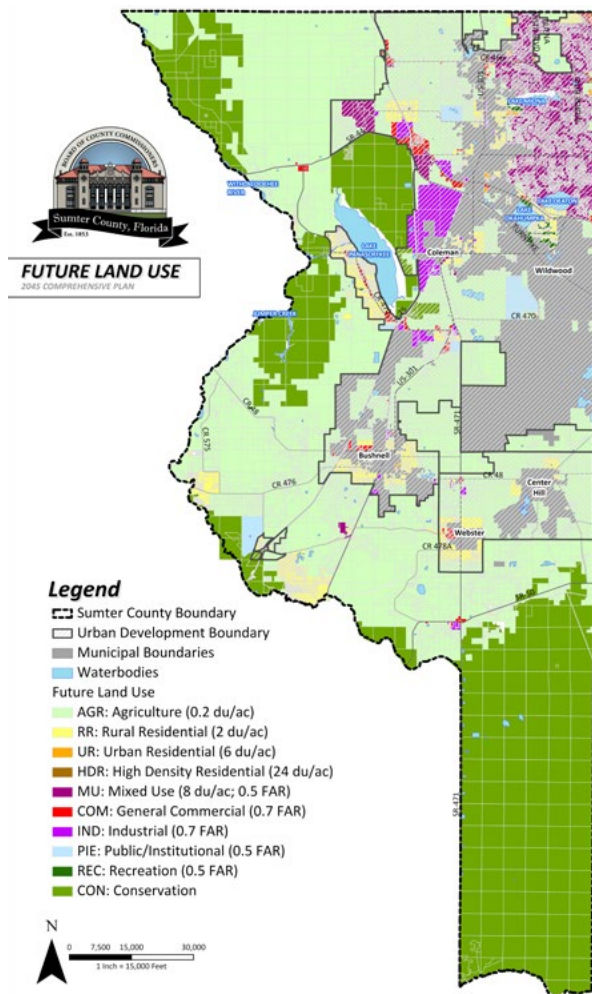


03

Experience, Expertise, Personnel,  
& Technical Resources

# Comprehensive Plan Update

 SUMTER COUNTY, FL




**2040 COMPREHENSIVE PLAN UPDATE PUBLIC WORKSHOPS**

Sumter County invites you to participate in person or virtually in the Comprehensive Plan Update. Join us at any of the three community-based public workshops to provide input on the County's future development vision, long-term goals, policies, recommendations, and needs. We need your insight to help preserve the County as a great place to live, work and play and to maintain a vibrant future for generations to come.

Workshops are planned to be held at the following locations in our county. Activities at the Workshop locations are subject to change. Workshops will be held at the following locations in our county. Activities at the Workshop locations are subject to change. Workshops will be held at the following locations in our county. Activities at the Workshop locations are subject to change.

**WORKSHOP 1:** Thursday, October 22, 2020, Lake Pinellas Recreation Center, 1580 County Road 459, Lake Pinellas, Florida 33538. Registration 5:30 PM, Workshop 6-8 PM.

**WORKSHOP 2:** Monday, October 26, 2020, Wildwood Community Center, 2000 Trench Road, Wildwood, Florida 34705. Registration 5:30 PM, Workshop 6-8 PM.

**WORKSHOP 3:** Thursday, October 29, 2020, Sumter County Fairgrounds, 2920 State Road 417, Bushnell, Florida 33513. Registration 5:30 PM, Workshop 6-8 PM.

Visit the project website to join the workshops online: <https://www.sumtercountypa.gov/sumter-county-planning/2040-comprehensive-plan-update>

If you have any questions or need special accommodations, please contact: Karl Hill, Development Services Director, 351-558-4400 | [Karl.Hill@sumtercountypa.gov](mailto:Karl.Hill@sumtercountypa.gov)

**D: AGE OF HOUSING**

The ACS also provides historical housing information in that 2010, 2010 estimates. Of the 19,085 units estimated within Sumter County in 2010, almost two-thirds (64.2%) were built after the turn of century (2000), with the remaining units built before the year 2000. A large proportion of these remaining units were built between 1980 and 1999 (20.2%). Many of these new homes were built under the Village development after 2000, and the average age of homes outside of this area is older. Typically, older homes get older, the cost of maintaining and repairing the structure increases, meaning that homeowners within the County are more likely to become candidates for its care and preservation. For the most recent data, Page 23 illustrates the age of housing units found within Sumter County.

**Figure 23 Number of Residential Structures Built, By Decade**

**Table 16 Median Sales Price for Single-Family Homes, 2000-2019**

Year	Sumter	State
2000	\$118,000	\$118,000
2001	\$118,000	\$118,000
2002	\$118,000	\$118,000
2003	\$118,000	\$118,000
2004	\$118,000	\$118,000
2005	\$118,000	\$118,000
2006	\$118,000	\$118,000
2007	\$118,000	\$118,000
2008	\$118,000	\$118,000
2009	\$118,000	\$118,000
2010	\$118,000	\$118,000
2011	\$118,000	\$118,000
2012	\$118,000	\$118,000
2013	\$118,000	\$118,000
2014	\$118,000	\$118,000
2015	\$118,000	\$118,000
2016	\$118,000	\$118,000
2017	\$118,000	\$118,000
2018	\$118,000	\$118,000
2019	\$118,000	\$118,000

**E: ANNUAL HOUSING VALUES**

According to the Florida Department of Revenue (DOR), as annually published by the Florida Housing Finance Corporation, the median sales price for a single-family home in Sumter County has varied during the last 20 years, but has frequently remained above the median sales price for the State of Florida as a whole. Reflecting its position in the national housing market, the median sales price for a single-family home in Sumter County peaked in 2006 and 2019 at \$275,000 and \$275,000, respectively, which aligns with the timing of the State's peak in median sales price in 2006 and 2019.



## DATES

Completed: May 26, 2023 | Original: May 26, 2023



## SIZE/COST

155,318 (population 2023) | Original: \$183,360 | Final: \$183,360



## PROJECT REPRESENTATIVE

Sumter County, FL  
Patricia Burgos (Retired - former Sumter County Planner)



## KEY STAFF

- Chris Dougherty - Project Manager
- Eric Raasch - Senior Planner
- Nick Hill - Planner
- Katie Martin - Planner
- Em Schaefer - Senior Graphic Designer



## LIST OF TIME EXTENSIONS

- None



## WORKING RELATIONSHIP WITH CONSULTANTS

No subconsultants/joint ventures

As one of the fastest-growing counties in Florida, Sumter nearly tripled its population over the last 20 years—primarily driven by the continued expansion of The Villages retirement community. As such, the County contracted with Inspire's Planning Staff to update the Sumter County Unified Comprehensive Plan, which received its last major update in 2012. Phase I of the project involved updating both the Data and Analysis (D&A) and the Goals, Objectives, and Policies (GOPs) pertaining to unincorporated areas; Phase II sought to update the D&A and GOPs for the Cities of Center Hill, Coleman, and Webster. Both phases included extensive and context-sensitive public engagement opportunities facilitated by Inspire's Planning Team.



## OVERVIEW

- Facilitated a successful public engagement campaign within the unincorporated area and the Cities of Center Hill, Coleman, and Webster
- Developed a unified plan for the County which considered the needs and vision of both incorporated and unincorporated communities
- Final Plan:** [Click Here](#)

# Comprehensive Plan Visioning

 PASCO COUNTY, FL



## DATES

Completed: September 30, 2023 |  
Original: September 30, 2023



## SIZE/COST

610,743 (population 2023) | Original:  
\$236,903 | Final: \$236,903



## PROJECT REPRESENTATIVE

Pasco County, FL  
Hayat Mazil, Pasco 2050 Project  
Manager  
8731 Citizens Drive, Suite 360, New Port  
Richey, FL 34654  
T: 727.847.8140 Ext. 7615  
E: Hmazili@pascocountyfl.net



## KEY STAFF

- Chris Dougherty - Project Manager
- Nick Hill - Deputy Project Manager
- Patricia Tyjeski - Principal-in-Charge
- Eric Raasch - Senior Planner
- Gabriela Castro - Planner
- Em Schaefer - Senior Graphic Designer



## LIST OF TIME EXTENSIONS

- None



## WORKING RELATIONSHIP WITH CONSULTANTS

No subconsultants/joint ventures



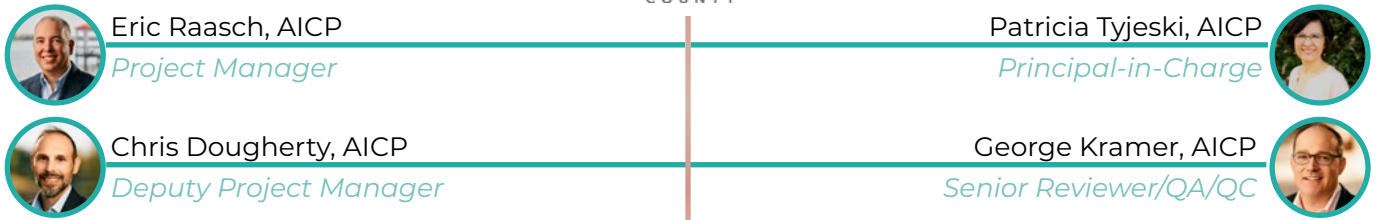
Year 3 of the Pasco 2050 project consisted of an intensive visioning process that was developed to be inclusive, interactive, and meaningful for all participants in the County. In one of the most successful visioning exercises for a comprehensive plan update, this process included a robust community engagement website, eight visioning workshops, multiple focus group meetings on a variety of topics, interview sessions, mobile workshops at community pop-up events, online survey, continual department coordination, presentations to community organizations/groups/universities, and commissioner engagement. Multiple press releases and social posts led to 15 media mentions in local newspapers, newsletters, evening news, and on NPR's Florida Matters.



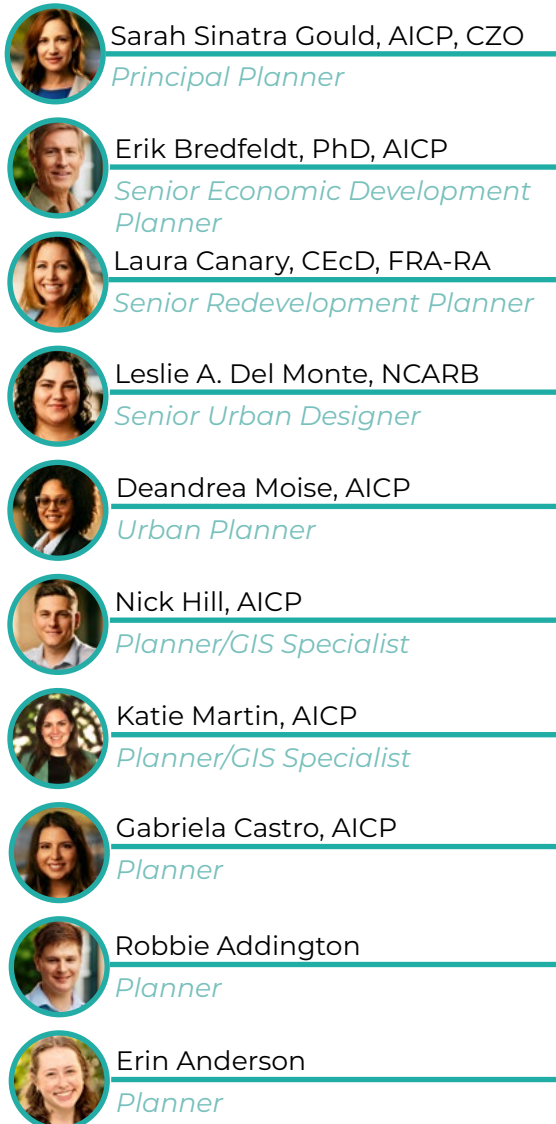
## OVERVIEW

- Robust Public Engagement
- Visioning Across the Entire County
- Over 1,100 Surveys Taken
- Nearly 11,000 Website Visits
- 8 Public Workshops – 36 Activities
- Almost 300 In-Person Workshop Participants
- 380,000+ Impressions on Pasco 2050 Media Materials
- **Final Plan:** [Click Here](#)

## Organizational Chart



### PLANNING



### COMMUNITY ENGAGEMENT



### TRANSPORTATION



# Eric Raasch, Jr.

AICP

## PROJECT MANAGER



15 Years of Experience



AICP #026377



Orlando, FL



## PROFILE

Eric is a professional planner with more than 15 years of experience. Having spent the last 12 years in the public sector, including 2 years as Orange County's Planning Administrator, he has extensive management/development review experience. Eric's experience also includes comprehensive planning, land development code writing, GIS analyses, and public engagement.

## EDUCATION

- Master of Real Estate Development, University of Maryland, College Park, MD, 2008
- Bachelor of Science in Business Administration, Economics, University of Central Florida, Orlando, FL, 2005

## SKILLS

- Comprehensive Planning
- Land Use Entitlements
- Development Review
- Geographic Information Systems
- Community Engagement

## EXPERIENCE

### Comprehensive Plan Visioning

Principal Planner | Pasco County, FL | \$236,903

Participated in vision process including providing direction on the public engagement strategy and associated objectives. Participated in public engagement activities to gauge community needs.

- Participated in the public engagement strategy/activities

### Comprehensive Plan Update

Principal Planner | Flagler County, FL | \$239,000

Worked with the community to update the entire Comprehensive Plan to accommodate the County's projected growth, protect natural resources, foster economic development, and address changes to Florida Statutes.

- Provided direction in strategy meetings as senior policy advisor for comprehensive plan updates.
- Reviewed existing policies/provided suggestions on policy changes

### Comprehensive Plan Update

Principal Planner | St. Johns County, FL | \$418,000

A publicly-driven update to the County's Comprehensive Plan to address changes in local conditions, recent legislation, and the community's priorities for growth and preservation.

- Provided direction in strategy meetings as senior policy advisor for comprehensive plan updates
- Coordinated provision of data for completion of data and analysis
- Reviewed existing policy framework

### Comprehensive Plan Update

Principal Planner | Sumter County, FL | \$103,410

A Plan Update to document a new community vision that addresses the impacts from the rapid influx of retirees in one of the fastest-growing counties in the state.

# Chris Dougherty

AICP

## DEPUTY PROJECT MANAGER



18 Years of Experience

AICP #026356

Orlando, FL



### PROFILE

With experience in providing private and public sector planning services, Chris's career has focused on helping clients create unique places. Chris has a passion for developing community-driven plans and excels at comprehensive planning, land development code writing, visioning/public engagement, parks and recreation planning, GIS, and entitlements.

### EDUCATION

- Master of Arts in Urban & Regional Planning, University of Florida, Gainesville, FL, 2006
- Bachelor of Arts in Criminology, University of Florida, Gainesville, FL, 2001

### SKILLS

- Comprehensive Planning
- Land Development Code Writing
- Development Review
- Redevelopment Planning
- GIS Analysis
- Parks and Recreation System Planning
- Public Engagement
- Visioning
- Land Use Entitlements
- Grant Writing
- Small Area Plans

### EXPERIENCE

#### Greater Lacoochee Community Plan

Project Manager | Pasco County, FL | \$156,701

Prepared a community plan for the Lacoochee, Trilby, Trilacoochee and Northeast Rural communities to address housing needs, infrastructure, economic development, and preservation of the rural aesthetic.

- Managed the project delivery and schedule
- Prepared and/or reviewed the existing conditions analysis, proposed strategies, and community engagement plan and activities
- Presentation of the final plan to the BOCC and community

#### Comprehensive Plan Update

Project Manager | Lake Wales, FL | \$98,694

A Plan Update to document a new community vision and address the impacts of a municipal population that had increased 50% since the last update in 2000.

- Managed the project delivery and schedule
- Prepared and/or reviewed each element's data and analysis and goals, objectives, and policies
- Facilitated three virtual public workshops

#### Comprehensive Plan Update

Senior Planner | Wildwood, FL | \$130,955

A Plan Update to document a new community vision and address the impacts of rapid population growth and the expansion of The Villages®.

- Assisted with GIS analysis and future land use map series
- Assisted with the transportation analysis
- Advised the team on statute requirements

# Patricia Tyjeski

AICP

## PRINCIPAL-IN-CHARGE



35 Years of Experience



AICP #069120



Orlando, FL



## PROFILE

Pat has extensive experience with long range comprehensive planning, land development regulations, zoning, historic preservation, and development review. Over the course of her career, Pat has worked with over 30 jurisdictions on numerous comprehensive planning projects.

## EDUCATION

- Master of Regional Planning, Cornell University, Ithaca, NY, 1988
- Bachelor of Architecture, Universidad Javeriana, Bogotá, Colombia, 1985

## SKILLS

- Comprehensive Planning
- Land Development Regulations
- Historic Preservation
- Development Review
- Community Engagement
- Small Area Plans

## EXPERIENCE

### Comprehensive Plan Update

Project Manager | Green Cove Springs, FL | \$77,500

A Plan Update to document a new community vision and address the impacts of the new First Coast Expressway and substantial recent annexations.

- Managed the preparation of the future land use and transportation elements and coordinated the update of other elements with staff
- Developed policies to revitalize the downtown, protect historic sites, improve urban form, and apply complete streets principles
- Utilized Social Pinpoint, an interactive map, and a virtual meeting portal

### Comprehensive Plan Update

Project Manager | Wildwood, FL | \$130,955

A Plan Update to document a new community vision and address the impacts of rapid population growth and the expansion of The Villages®.

- Managed the update of eight elements, including data and analysis, goals, objectives, and policies, and map series
- Utilized Social Pinpoint to facilitate public input through a survey, an idea wall, and a virtual meeting portal
- Facilitated public workshops/presented the update at adoption hearings

### Comprehensive Plan Update

Project Manager | Melbourne, FL | \$33,780

A Plan Update to address statutory changes that were identified through an evaluation and appraisal of the plan.

- Facilitated workshops and scoping meetings
- Updated population projections and housing demand and supply tables
- Managed the update of all maps in GIS, particularly those needed to address the peril of flood requirements

# George Kramer

AICP

**SENIOR REVIEWER/QA/  
QC**



22 Years of Experience

AICP #020533

Orlando, FL



## PROFILE

Strategy and implementation are at the forefront of George's approach to planning. He has a keen understanding of technical, administrative, and political issues and specializes in the successful execution of complex projects. George is committed to an **interdisciplinary** approach to Placemaking that emphasizes collaboration across professional disciplines to deliver innovation and value to clients.

## EDUCATION

- Master of Urban & Regional Planning, University of Florida, Gainesville, FL, 2007
- Bachelor of Political Science, University of Florida, Gainesville, FL, 1999

## SKILLS

- Strategic Master Planning
- Comprehensive Planning
- Land Use Entitlements
- Redevelopment Planning
- Complete Streets/Multi-Modal Transportation

## EXPERIENCE

### Comprehensive Plan & Land Development Code Updates

Principal-in-Charge | Manatee County, FL | \$289,386

Updated the Comprehensive Plan and Land Development Code (LDC) to address placeholders put in the plan 30 years ago until more detailed regulations were adopted.

- Strategic Advisor for policy development
- Provided Senior Review and QA/QC

### Alligator Chain of Lakes Conceptual Master Plan

Principal-in-Charge | Osceola County, FL | \$199,500

Large-scale master planning effort for an 8,500-acre district within the Urban Growth Boundary expansion area; identified open space systems, street network and land uses, and developed implementing comprehensive plan policies.

- Strategic Advisor for policy development
- Provided Senior Review and QA/QC

### Comprehensive Plan Update

Principal-in-Charge | Sumter County, FL | \$103,410

A Plan Update to document a new community vision that addresses the impacts from the rapid influx of retirees in one of the fastest-growing counties in the state.

- Strategic Advisor for policy development/provided Senior Review

### Comprehensive Plan & Downtown Master Plan

Principal-in-Charge | Weddington, NC | \$135,000

An update to the Comprehensive Plan and the creation of a Downtown Master Plan with a focus on public engagement, character preservation, and managed growth.

- Led downtown master planning efforts and developed implementation strategy

# Sarah Sinatra Gould

AICP, CZO

## PRINCIPAL PLANNER



18 Years of Experience



AICP #021553



Durham, NC



## PROFILE

Sarah has served as a planning director for numerous jurisdictions throughout her career. She understands the need to actively engage the public through a variety of platforms to truly gauge a community's needs. Sarah's work products include innovative plans that result from community feedback and collaboration.

## EDUCATION

- Master of Urban & Regional Planning, Florida Atlantic University, Fort Lauderdale, FL, 2003
- Bachelor of Arts, Political Science, Florida Atlantic University, Boca Raton, FL, 2001

## SKILLS

- Land Development Codes
- Comprehensive Planning
- Public Involvement
- Corridor Analyses
- Development Review
- Sign Codes
- Supplemental Planning Support

## EXPERIENCE

### Comprehensive Plan & Downtown Master Plan

Project Manager | Weddington, NC | \$135,000

An update to the Comprehensive Plan and the creation of a Downtown Master Plan with a focus on public engagement, character preservation, and managed growth.

- Moderated stakeholder interviews
- Structured an open house and steering committee meetings for public input
- Collaborated on a proposed downtown master plan and potential design standards

### Comprehensive Plan Update

Project Manager | Trinity, NC | \$69,500

An update to the Comprehensive Plan with a focus on public engagement.

- Prepared a survey and fact-finding information housed on a project website: [Click Here](#)
- Moderated a stakeholder meeting for steering committee input on the vision
- Branded the project *VisionTrinity*
- Structured an open house for public input

### Economic Development Existing Conditions Analysis

Principal Planner | Weston, FL | \$49,165

Conducting an Economic Development-Existing Conditions and Retail Market Analysis to inform the City's future economic development strategy.

- Evaluating existing regulations, policies, and programs
- Preparing a target industry and market analysis for City and surrounding areas

# Erik Bredfeldt

PhD, AICP

## SENIOR ECONOMIC DEVELOPMENT PLANNER



30 Years of Experience

AICP #011971

Gainesville, FL



### PROFILE

Eric has 30 years of experience in administrative and project management, with a focus on community planning and economic development. Activities include those related to urban planning/development services, community/economic development, and project management through an internal/external partnership philosophy emphasizing the balance between community and markets.

### EDUCATION

- Doctor of Philosophy in Urban & Regional Planning, University of Florida, Gainesville FL, 2009
- Master of Arts in Urban & Regional Planning, University of Florida, Gainesville, FL 1993
- Bachelor of Arts in Economics, Muhlenberg College, Allentown, PA, 1988

### SKILLS

- Project Management
- Facilitative Approach
- Economic Development
- Business/Real Estate Development
- Urban Planning

### EXPERIENCE

#### Comprehensive Plan Update

Economic Development Planner | St. John's County, FL | \$418,000

A publicly-driven update to the County's Comprehensive Plan to address changes in local conditions, recent legislation, and the community's priorities for growth and preservation.

- Supporting/assisting the team with the economic development elements of the Comprehensive Plan Update
- Attend Kick-Off Meeting; County Commissioner briefings; and, County Director's Meeting

#### Comprehensive Plan Update

Economic Development Planner | Flagler County, FL | \$239,000

Worked with the community to update the entire Comprehensive Plan to accommodate the County's projected growth, protect natural resources, foster economic development, and address changes to Florida Statutes.

- Supporting/assisting the team with the economic development elements of the Comprehensive Plan Update
- Attend Community Engagement session associated with Plan Update

#### Comprehensive Plan & Land Development Code

Planning Director | Gainesville, FL

Served as Planning Director during last update/adoption of City Comprehensive Plan and various updated to Land Development Code.

- Worked with staff and various stakeholders on updates inclusive of Plan Board and City Commission on final adoption

#### St. Petersburg CRA Neighborhood Planning Effort

Project Director | St. Petersburg, FL | \$200,000

Neighborhood planning efforts for two neighborhoods located in the St. Petersburg CRA.

# Laura Canary

CEcD, FRA-RA

## SENIOR REDEVELOPMENT PLANNER



20 Years of Experience



CEcD #2828; FRA-RA



Tampa, FL



## PROFILE

Laura has extensive experience working in local government and has a profound understanding of the inner workings of public organizations. Much of her career has been dedicated to economic development/redevelopment. She has excellent communication and collaboration skills which enable her to effectively build consensus and effectuate change.

## EDUCATION

- Master of Public Administration, University of South Florida, Tampa, FL, 2015
- Bachelor of Arts, University of South Florida, Tampa, FL, 2003

## SKILLS

- Community Engagement
- Collecting, Synthesizing, and Presenting Public Information
- Economic Development/Redevelopment Planning

## EXPERIENCE

### Community Redevelopment Plan Update (Downtown)

Project Manager | St. Augustine, FL | \$99,000

Updating the Historic Area Community Redevelopment Plan and extending operational timeframe of the Agency.

- Completed a Findings of Necessity and provide a Blight Matrix
- Updating the Historic Area CRA Plan
- Facilitating the extension of the CRA operational timeframe

### Community Redevelopment Plan Update

Project Manager | Pinellas Park, FL | \$205,000

An extension of the operational timeframe through coordination with a Charter County and developed a redevelopment strategy focused on the creation of a new City Center. *(Work done while employee of City of Pinellas Park)*

- Coordinated with Pinellas County administration to identify an appropriate expansion area of the CRA
- Oversaw the update to the Community Redevelopment Plan, expansion of the CRA boundary and extension of the operational timeframe of the CRA

### Economic Development Existing Conditions Analysis

Project Manager | Weston, FL | \$49,165

Conducting an Economic Development-Existing Conditions and Retail Market Analysis to inform the City's future economic development strategy.

- Managing development of the assessment and industry snapshot
- Evaluating existing regulations, policies, and programs
- Preparing a target industry and market analysis for City and surrounding area

# Leslie A. Del Monte

NCARB

## SENIOR URBAN DESIGNER



21 Years of Experience

NCARB #308593

Miami, FL



## PROFILE

Leslie Del Monte has extensive experience in both architectural and planning projects. Her planning experience includes small-and-large-scale master/comprehensive planning, urban design, downtown visioning, redevelopment planning, historic district inception/protection, analysis, development, and writing land use, zoning, architectural/design standards.

## EDUCATION

- Master of Architecture, University of Florida, Gainesville FL, 2004
- Bachelor of Design in Architecture, University of Florida, Gainesville FL, 2002

## SKILLS

- Comprehensive Planning
- Land Development Code Writing
- Development Review
- Redevelopment Planning
- GIS Analysis
- Visioning
- Land Use Entitlements
- Community Engagement

## EXPERIENCE

### Planning Services

Project Manager | West Park, FL | \$102,000 + Cost Recovery

Currently serving as the City's in-house Planning and Zoning Department.

- Oversee and administer the Development Review Process, including plan and permit review and inspections
- Represented the City, disseminating information to the public on planning, zoning and development regulations to the general public, and development industry

### Forward Pinellas Urban Design Services Pilot Program

Senior Planner | Pinellas County, FL | \$100,000

The pilot program aims to assist communities in realizing local goals and objectives by offering a suite of urban design services.

- Worked with County and City officials to host workshops/charrettes to visualize change and develop a common understanding for potential development projects
- Prepared maps, diagrams, and other graphic information to support the intent; and drafted the summary report

### Vision Plan & Urban Design

Senior Urban Designer | Jacksonville, FL | \$700,000

The Vision encompasses 3 of Jacksonville's Planning Districts: Districts 1 - The Urban Core, 2 - Greater Arlington/Beaches, and 3 - the Southeast, and includes strategies for enhancing the quality of life by addressing neighborhood preservation, industrial preservation, and green infrastructure.

- Crafted the vision, establishing goals, objectives, and urban design strategies
- Prepared maps, diagrams, and other graphic information to support the vision

# Deandrea Moise

AICP

## URBAN PLANNER



8 Years of Experience

AICP #34500

Fort Lauderdale, FL



### PROFILE

Deandrea is a knowledgeable, dedicated, and conscientious team member, who has strong analytical and problem-solving skills, with the ability to make ethical and thoughtful decisions. She specializes in comprehensive and long-range planning.

### EDUCATION

- Bachelor of Urban and Regional Planning, Florida Atlantic University, Boca Raton, FL, 2014

### SKILLS

- Comprehensive Planning
- Long-Range Planning
- Urban Planning
- Historic Preservation
- Development Review

### EXPERIENCE

#### Forward Pinellas Urban Design Services Pilot Program

Planner | Pinellas County, FL | \$100,000

The pilot program aims to assist communities in realizing local goals and objectives by offering a suite of urban design services, including urban design guidance, visualization, public participation facilitation, and regulatory framework evaluation and recommendations.

- Reviewed test sites for consistency with proposed regulations

#### Planning Services

Planning Manager | West Park, FL | \$102,000 + Cost Recovery

Currently serving as the City's in-house Planning and Zoning Department.

- Development review, including Board and City commission staff reports and presentations
- Answer zoning inquiries/process zoning applications

#### Planning Services

Urban Planner | Hallandale Beach, FL | Hourly, not to exceed \$15,000/Month

Adjunct planning services including both onsite and remote planning staff.

- Draft language for text amendments for accessory dwelling units, non-conforming structures and uses, and regional activity center density
- Development review, including drafting staff reports

#### Comprehensive Plan

Project Manager | Hollywood, FL | \$353,000

Comprehensive Plan reflecting the City of Hollywood's unique character, addressing a wide range of issues including transportation, affordable housing, climate change, and economic development, while promoting equity, sustainability, resilience, encouraging healthier lifestyles, and supporting the protection of neighborhoods and natural resources.

- Acted as the point of contact with the consultant; and coordinated with Planning and pertinent City staff, and state and local agencies

# Nick Hill

AICP

**PLANNER/GIS  
SPECIALIST**



5 Years of Experience

AICP #33455

Orlando, FL



## PROFILE

Nick is well-versed in the field of contemporary urban/regional planning. His professional experience includes updating comprehensive plans/community redevelopment plans, performing development review applications for municipalities, and facilitating entitlement research, land use/rezoning amendments, special use permits, and variance requests. Nick is also a highly skilled GIS technician.

## EDUCATION

- Master of Arts in Urban & Regional Planning, University of Florida, Gainesville, FL, 2019
- Bachelor of Science in Public Administration, University of Central Florida, Orlando, FL, 2015

## SKILLS

- Comprehensive Planning
- Redevelopment Planning
- Master Planning
- Land Use Entitlements
- Development Review
- Geographic Information Systems
- Community Engagement

## EXPERIENCE

### Comprehensive Plan Update

Deputy Project Manager | Green Cove Springs, FL | \$77,500

A Plan Update to document a new community vision and address the impacts of the new First Coast Expressway and substantial recent annexations.

- Amended the data and analysis, as well as the goals, objectives, and policies for the Future Land Use Element
- Drafted the Future Land Use Map Series
- Coordinated and participated in stakeholder meetings, commissioner briefings, and public workshops
- Developed and managed the project website

### Comprehensive Plan Update

Deputy Project Manager | Lake Wales, FL | \$98,964

A Plan Update to document a new community vision and address the impacts of a municipal population that had increased 50% since the last update in 2000.

- Revised the data and analysis, as well as the goals, objectives, and policies for the Future Land use, Housing, Intergovernmental Coordination, and Economic Development Elements
- Led the GIS mapping/analysis efforts for multiple elements of the Plan
- Assisted with hosting various steering committee meetings/workshops

### Land Development Code Update & Form-Based Code

GIS Specialist | Kissimmee, FL | \$300,000

A comprehensive evaluation and assessment of the adopted Code followed by a full rewrite to provide clarity and consistency, and the development of a form-based code for Downtown and the US 92 corridor to foster redevelopment and infill.

- Assisted the project team with various mapping needs, performing a variety of spatial analyses, and developing and refining new zoning shapefiles

# Katie Martin

AICP

**PLANNER/GIS  
SPECIALIST**



3 Years of Experience

AICP #34287

Durham, NC



## PROFILE

Katie is passionate about sustainability, resiliency, walkability, and community development. She thrives in working with data and much of her work revolves around geospatial analysis, report creation, writing, and editing. Her experience with crafting comprehensive plans, adaptation action plans, and sustainability plans demonstrates her focus on the environmental well-being of communities.

## EDUCATION

- Master of City & Regional Planning, Georgia Institute of Technology, Atlanta, GA, 2020
- Master of Science in Public Policy, Georgia Institute of Technology, Atlanta, GA 2020
- Bachelor of Science in Earth & Environmental Science, Mercer University, Macon, GA, 2012

## SKILLS

- Community Engagement
- Geographic Information Systems (GIS)
- Data & Analysis
- Redevelopment Planning
- Resiliency & Adaptation Planning
- Adobe Creative Suite (InDesign, Illustrator)
- Writing & Editing

## EXPERIENCE

### Comprehensive Plan Update

Planner | Sumter County, FL | \$103,410

A Plan Update to document a new community vision that addresses the impacts from the rapid influx of retirees in one of the fastest-growing counties in the state.

- Created map series using ArcGIS Pro
- Assisted with the development of the Data & Analysis report

### Comprehensive Plan Update

Planner | Lake Wales, FL | \$98,694

A Plan Update to document a new community vision and address the impacts of a municipal population that had increased 50% since the last update in 2000.

- Prepared final deliverable using Adobe InDesign

### Comprehensive Plan Update

Planner | Wildwood, FL | \$130,955

A Plan Update to document a new community vision and address the impacts of rapid population growth and the expansion of The Villages®.

- Assisted with the development of the Comprehensive Plan Elements
- Performed data analysis, including geospatial analysis

### Comprehensive Plan Amendment Reviews

Planner | Volusia County Growth Management Commission (VGMC), FL | \$65,000/Year

Review proposed local comprehensive plan amendments throughout the County to foster intergovernmental coordination and consistency with criteria established by this charter-enabled commission.

- Review Comprehensive Plan Amendments for consistency with the Volusia Growth Management Commission's criteria
- Produce reports on the analysis/effects of proposed amendments

# Gabriela Castro

AICP

## PLANNER



7 Years of Experience

AICP #030965

Orlando, FL



## PROFILE

Gabriela has experience in reviewing development applications for municipalities. In her professional experience she has reviewed various types of development applications ranging from site work to entitlement work. She has created reports and explained these reports to various agencies and boards. Additionally, Gaby has experience in technical writing and public speaking.

## EDUCATION

- Master of Arts in Urban & Regional Planning, University of Florida, Gainesville, FL, 2015
- Bachelor of Science in Sustainability and the Built Environment, University of Florida, Gainesville, FL, 2014

## SKILLS

- Development Review
- Community Engagement

## EXPERIENCE

### Comprehensive Plan Amendment Reviews

Planner | Volusia County Growth Management Commission, FL | \$65,000/Year

Review proposed local comprehensive plan amendments throughout the County to foster intergovernmental coordination and consistency with criteria established by this charter-enabled commission.

- Review a diverse range of small-and-large-scale amendments from jurisdictions throughout Volusia County
- Draft staff reports for the VGMC

### Greater Lacoochee Community Plan

Planner | Pasco County, FL | \$156,701

Prepared a community plan for the Lacoochee, Trilby, Trilacoochee and Northeast Rural communities to address housing needs, infrastructure, economic development, and preservation of the rural aesthetic.

- Assisted in the facilitation of various public engagement workshops
- Drafted the existing conditions report, which examined topics such as existing facilities, existing regulations/policies, and demographics

### Development Review

Project Planner | Minneola, FL | Cost Varies Per Application Type

Currently assisting with an On-Call Planning Consulting Services Agreement with the City of Minneola.

- Review land development applications, including preliminary subdivision plats, site plans, construction plans, final plats, and variances for consistency with adopted regulations and prior approvals

### Lake County Development Review Series

Project Planner | Tavares, FL | \$60,000/Year

Assisting with an On-Call Planning Consulting Services Agreement with Lake County.

# Robbie Addington

## PLANNER



<2 Years of Experience



ESRI Suite, OGIS, SketchUp



Durham, NC



## PROFILE

Robbie is passionate about land use, resiliency, code development, and long-range planning. He has experience in development review, community engagement, ordinance development, and in presenting research to planning boards. His background in research and community outreach helps integrate the needs of residents with the planning vision of municipalities.

## EDUCATION

- Master of City and Community Planning, Specialization – Land Use & Environmental Planning, University of North Carolina at Chapel Hill, Chapel Hill, NC, 2023
- Bachelor of Arts in Political Science, University of North Carolina at Chapel Hill, Chapel Hill, NC, 2018

## SKILLS

- Global Information System (ESRI Suite & QGIS)
- SketchUp
- Land Use Planning
- Ordinance Development
- Urban Planning

## EXPERIENCE

### Municipal Zoning & Development Ordinance (MZDO) Update

Planner | Hardeeville, SC | \$96,089

Updated the zoning code including uses, regulations, and design requirements with a focus on public engagement.

- Crafted new zoning code language consistent with the comprehensive plan
- Integrated new land uses, policies, definitions, and development standards for the ordinance
- Ensured that all adopted ordinances and amendments by town council were properly integrated into the MZDO

### Comprehensive Plan & Downtown Master Plan

Planner | Weddington, NC | \$135,000

An update to the Comprehensive Plan and the creation of a Downtown Master Plan with a focus on public engagement, character preservation, and managed growth.

- Hosted community engagement events and
- Developed plan updates and reports

### Land Use Growth Plan

Planner | Cedar Hill, TN | \$24,500

An update to the Land Use Growth Plan and the associated maps.

- Created updated urban growth boundary, current land use, and future land use maps using GIS software
- Drafted goals, objectives, policies, and current conditions for the Land Use Growth Plan
- Collected and visualized land use and census data

# Erin Anderson

## PLANNER



<1 Year of Experience



American Planning Association (APA)



Durham, NC



## PROFILE

Erin is passionate about creating strong communities through equitable community development and planning. She has experience in community engagement, data collection and analysis, and working closely with local governments. As a graduate student and intern, Erin is eager to learn more about the ins and outs of comprehensive planning and land development.

## EDUCATION

- Master of City & Regional Planning, Specialization – Housing and Community Development, University of North Carolina at Chapel Hill, Chapel Hill, NC, Expected 2024
- Bachelor of Arts in Economics, Wake Forest University, Winston-Salem, NC, 2021

## SKILLS

- Community Development
- Planning
- Community Engagement
- Data Collection & Analysis

## EXPERIENCE

### Comprehensive Plan & Downtown Master Plan

Planning Intern | Weddington, NC | \$135,000

An update to the Comprehensive Plan and the creation of a Downtown Master Plan with a focus on public engagement, character preservation, and managed growth.

- Hosted design workshop for public input
- Developed public engagement summaries

### Comprehensive Growth Plan Update

Planning Intern | Blount County, TN | \$110,580

An update to the Growth Plan with a focus on transportation as well as school capacity.

- Developed public engagement materials for open house event
- Developed steering committee summaries
- Collected data on school enrollment and capacity

### Land Development Regulations

Planning Intern | Effingham, GA | \$104,400

Prepared update and reorganization of zoning, engineering, and subdivision regulations to guide development in a fast-growing county.

- Prepared updated land use table and land use definitions
- Ensured that adopted ordinances and amendments were integrated into the code
- Reviewed updated code for consistency

### Municipal Zoning & Development Ordinance (MZDO) Update

Project Manager | Hardeeville, SC | \$96,089

Updated the zoning code including uses, regulations, and design requirements with a focus on public engagement.

- Developed public engagement summaries
- Prepared updated land use table and land use definitions

# Em Schaefer

## CREATIVE DIRECTOR



12 Years of Experience

AIGA Board Member

Orlando, FL



## PROFILE

Em adds creative insight to projects through branding, visual communications, marketing, community engagement, wayfinding, and illustration. Her vast experience using various media to tell compelling brand stories elevates client work across private/public sectors. She provides direction on the creative process of municipal branding to engage with the communities through exciting/expressive ways.

## EDUCATION

- Master of Science in Digital Marketing, University College Dublin Michael Smurfit Business School, Dublin, Ireland, 2019
- Bachelor of Arts in Visual Communications, Ball State University, Muncie, IN, 2012

## SKILLS

- Brand Positioning
- Community Engagement
- Website Design
- Logos/Branding
- Marketing Collateral
- Social Media Design & Strategy
- Infographics
- Video/Motion Graphics
- Adobe Create Suite (Illustrator, Photoshop, InDesign, After Effects, Premiere Pro)
- Signage/Wayfinding/Environmental Graphics
- Sketching & Illustrations

## EXPERIENCE



### Comprehensive Plan Update

Senior Graphic Designer | Green Cove Springs, FL | \$77,500

- Designed presentation templates for workshops
- Created interactive project website

### Comprehensive Plan Update

Senior Graphic Designer | Wildwood, FL | \$130,955

- Designed presentation templates for workshops and promotional marketing materials
- Created report featuring unique branding

### Comprehensive Plan Visioning

Senior Graphic Designer | Palm Bay, FL | \$102,240

- Designed unique project logo/branding
- Created interactive project website
- Formatted Vision Plan brochure and marketing collateral throughout project

### City Center Plan

Senior Graphic Designer | Pinellas Park, FL | \$350,000

- Managed and designed unique project logo/branding for the City Center
- Created interactive project website and creative marketing collateral for workshops
- Engaged with key stakeholders and utilized data to inform design direction

# Lainie Jones

## GRAPHIC DESIGNER



2 Year of Experience



AIGA Member



Orlando, FL



## PROFILE

Lainie adds a unique perspective to Inspire's marketing team by her continued growing knowledge of design trends, attention to detail, and extensive understanding of the Adobe Creative Suite to create successful designs in a timely manner. As a student, she provides a fresh insight, along with a strong work ethic, to ensure the team's continued success.

## EDUCATION

- Bachelor of Fine Arts in Emerging Media, University of Central Florida, Orlando, FL, Expected Graduation Spring 2023

## SKILLS

- Adobe Creative Suite (InDesign, Photoshop, Illustrator, XD)
- Microsoft Office (Word, PowerPoint, Excel)
- Infographics
- Logos/Branding
- Layout Design
- Marketing Collateral
- Sketching/Painting/ Illustrations
- Digital Drawings (iPad)
- Procreate Drawing App (iPad)
- Website Design

## EXPERIENCE



### Municipal Branding & Marketing

Graphic Designer | Treasure Island, FL | \$46,075

- Assisted logo concept development and design
- Assisted with presentation prep



### Community Redevelopment Plan Update

Graphic Designer | Brooksville, FL | \$73,300

- Designed unique project branding for presentations, workshops, and marketing collateral



### Comprehensive Plan Update

Graphic Designer | Trinity, NC | \$69,500

- Converted data into visual infographics
- Assisted with creating project report featuring unique branding



### Comprehensive Plan & Downtown Master Plan

Graphic Designer | Weddington, NC | \$135,000

- Designed unique project branding for presentations, workshops, and marketing collateral
- Assisted in the creation of interactive project website

# Claudia Sicilia

## 3D VISUALIZATION SPECIALIST



17 Years of Experience

Lumion, Civil3D, SketchUp, ArcGIS

Orlando, FL



### PROFILE

Claudia has experience helping Clients envision robust design projects as reality through technical drawings and detailed 3-D visualization renderings. She provides a creative perspective with a technical foundation and her extensive background in CAD aids in the implementation of the team's design concepts.

### EDUCATION

- Bachelor of Architecture, Jose Maria Vargas University, Caracas, Venezuela, 2004
- Associate of Science Degree in Computer Drafting and Design, Florida Technical College, Orlando, FL, 2006

### SKILLS

- AutoCAD Civil3D
- Lumion Mock-ups and Fly-through Videos
- SketchUp Community Engagement
- Bilingual (Spanish)
- ArcGIS
- Photoshop Rendering

### EXPERIENCE



#### Park Avenue Streetscape

Visualization Specialist | Lake Wales, FL | \$104,300

- Created Lumion modeling to exhibit the streetscape/pedestrian walkway improvements proposed along Park Ave.



#### Complete King Street Master Plan

Visualization Specialist | St. Augustine, FL | \$221,500

- Created Lumion model to showcase design details in 3D



#### Downtown Master Plan

Design & CADD Support | Fort Pierce, FL | \$158,500

- Assisted with concept development
- Assisted with construction documents preparation
- Created Lumion model to showcase design details in 3D



#### City Center Plan

Visualization Specialist | Pinellas Park, FL | \$350,000

- Created Lumion model to showcase design details in 3D



#### Downtown Master Plan

Visualization Specialist | Green Cove Springs, FL | 120,000

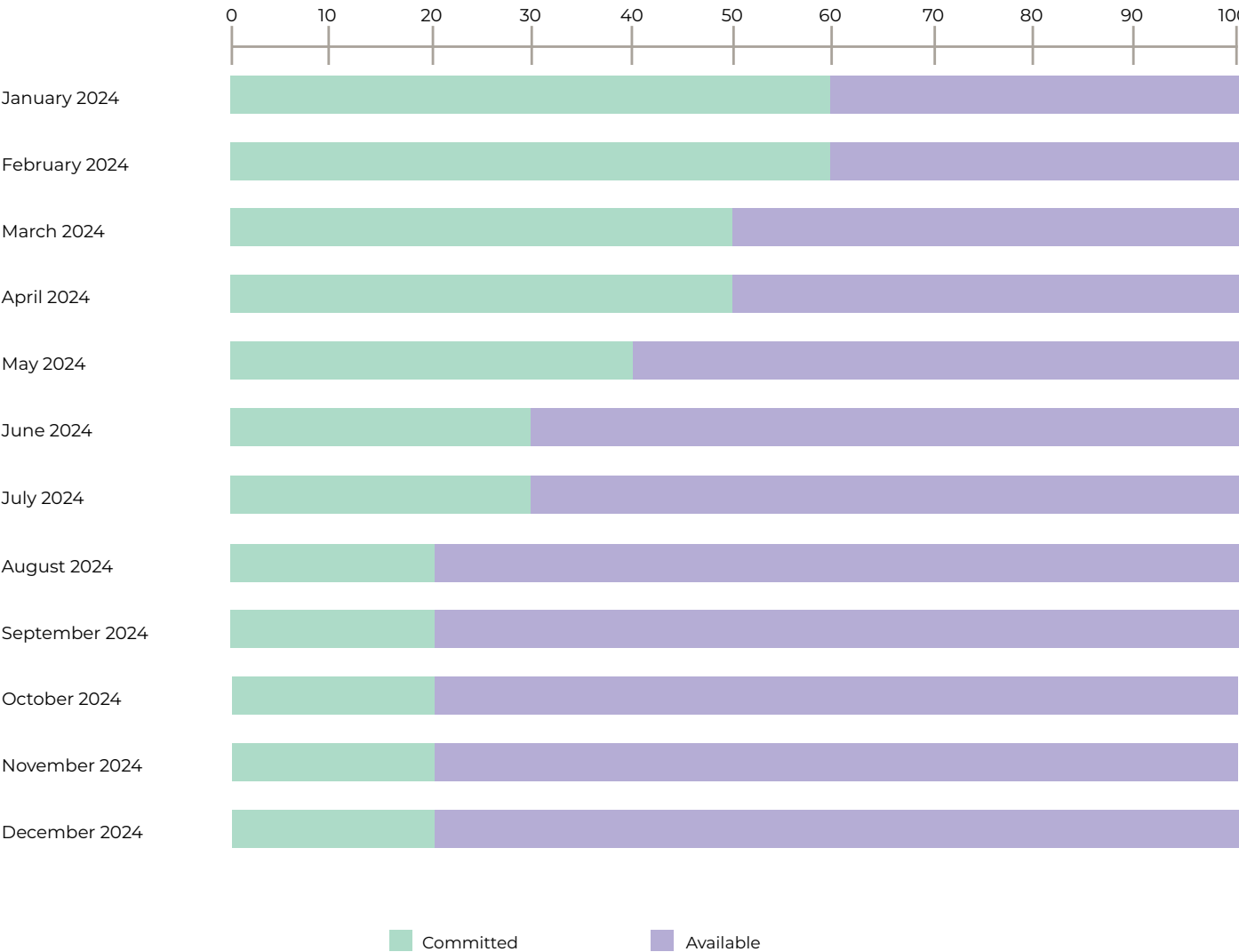
- Created Lumion model to showcase design details in 3D

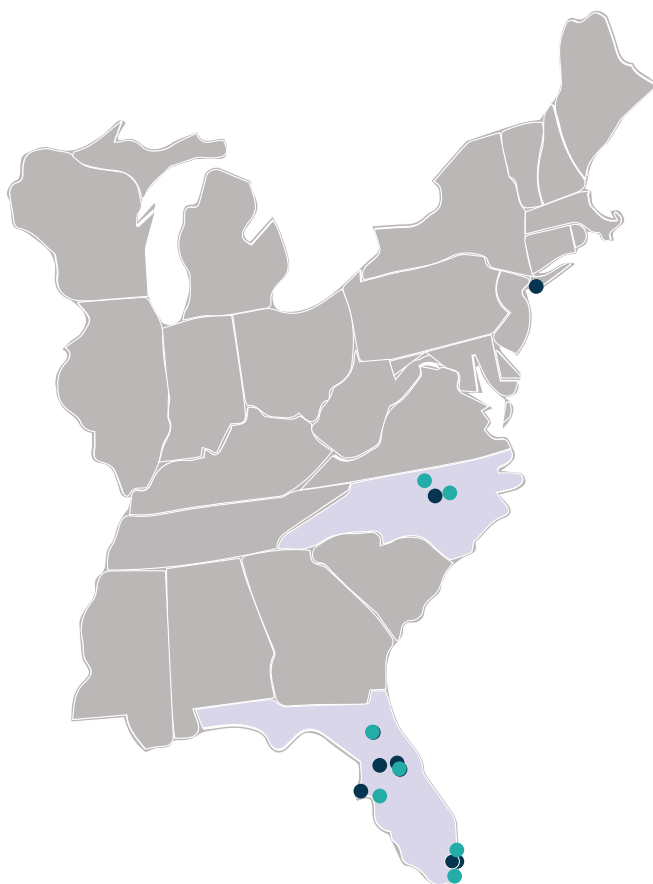


Key Staff Availability

Our team understands that the County places a priority not only on providing quality work completed within budget parameters, but also on meeting the County’s expected project schedule. Accordingly, we have selected assigned staff members for both the relevance of their professional qualifications, as well as their immediate and continued ability to commence work upon direction by the County. We rigorously examine our workload capacity at weekly staff meetings in which we determine project priorities, staff assignments, and the deliverables due for the upcoming week. This process ensures that adequate resources are allocated to maintain project progress and address any foreseen deviations from established budgets and schedules, so they can be corrected in a timely manner. Inspire designates a QA/QC review time for each project to ensure that deliverables meet the intended scope of work.

Below is a graphic representation of current commitments for our key team members.





- 1** **Name:** Eric Raasch, AICP  
**Office Location:** Orlando, FL  
**Home Location:** Winter Park, FL
- 2** **Name:** Chris Dougherty, AICP  
**Office Location:** Orlando, FL  
**Home Location:** Orlando, FL
- 3** **Name:** Patricia Tyjeski, AICP  
**Office Location:** Orlando, FL  
**Home Location:** Orlando, FL
- 4** **Name:** George Kramer, AICP  
**Office Location:** Orlando, FL  
**Home Location:** Orlando, FL
- 5** **Name:** Sarah Sinatra Gould, AICP, CZO  
**Office Location:** Durham, NC/Raleigh, NC  
**Home Location:** Apex, NC

- 6** **Name:** Erik Bredfeldt, PhD, AICP  
**Office Location:** Gainesville, FL  
**Home Location:** Gainesville, FL
- 7** **Name:** Laura Canary, CEC, FRA-RA  
**Office Location:** Tampa, FL  
**Home Location:** Largo, FL
- 8** **Name:** Leslie A. Del Monte, NCARB  
**Office Location:** Miami, FL  
**Home Location:** Miami Shores, FL
- 9** **Name:** Deandrea Moise, AICP  
**Office Location:** Fort Lauderdale, FL  
**Home Location:** Hollywood, FL
- 10** **Name:** Nick Hill, AICP  
**Office Location:** Gainesville, FL  
**Home Location:** Gainesville, FL
- 11** **Name:** Katie Martin, AICP  
**Office Location:** Durham, NC  
**Home Location:** Brooklyn, NY
- 12** **Name:** Gabriela Castro, AICP  
**Office Location:** Orlando, FL  
**Home Location:** Orlando, FL
- 13** **Name:** Robbie Addington  
**Office Location:** Durham, NC  
**Home Location:** Durham, NC
- 14** **Name:** Erin Anderson  
**Office Location:** Durham, NC  
**Home Location:** Durham, NC
- 15** **Name:** Em Schaefer  
**Office Location:** Orlando, FL  
**Home Location:** Winter Garden, FL
- 16** **Name:** Lainie Jones  
**Office Location:** Orlando, FL  
**Home Location:** Orlando, FL
- 17** **Name:** Claudia Sicilia  
**Office Location:** Orlando, FL  
**Home Location:** Winter Garden, FL



Subconsultants

Inspire has teamed with **Patel, Greene, and Associates, LLC (PGA)** to assist with the transportation elements for this project.

**PGA is a leading transportation design and planning (MBE/DBE)** firm that was founded in 2011. A registered DBE, PGA provides transportation engineering solutions for the Florida Department of Transportation (FDOT), municipalities, and other agencies throughout Florida. They are a leader in innovative roadway, drainage, structures, and traffic engineering, as well as environmental, PD&E, planning, landscape architecture, civil site, and construction services. They take great pride in providing their clients with the most cost-effective, practical, and performance-based engineering solutions that fit the needs and the budget of the project. The firm has managed, designed, and reviewed hundreds of projects ranging from sidewalks to resurfacings and from widenings to multi-level interchanges, as well as new alignments.

PGA's philosophy has always been simple: **provide the best customer service and highest quality work to its clients.** Its staff strives to show their core values of integrity, commitment, and excellence in every interaction and deliverable they produce. Today, **PGA employs more than 125+ staff across their Central Florida offices in Temple Terrace, Tampa, Bartow, Sarasota, and Orlando.** The firm's success has allowed them to steadily grow, continuing to add experienced personnel and expand their service offerings.



TEMPLE  
TERRACE



TAMPA



BARTOW



SARASOTA



ORLANDO

PGA's people are considered the company's greatest asset. They have brought together a team of dedicated engineers, designers, scientists, and planners all with a common goal of putting their clients first. This ethos drives each PGA professional to provide the best client service possible.

# Peyton McLeod

PTP

## CHIEF TRANSPORTATION PLANNER



20 Years of Experience

PTP #720

Temple Terrace, FL



### PROFILE

Peyton McLeod is a Chief Planner with PGA. He has spent the last 20 years coordinating and managing multimodal transportation planning projects, including numerous corridor and PD&E studies for FDOT and regional transportation planning agencies.

### EDUCATION

- Bachelor of Arts, Geography, Stetson University, 2001

### SKILLS

- Multimodal Transportation
- Corridor & PD&E Studies
- Multimodal Level of Service Analyses
- Non-motorized Trip Prediction Techniques
- Roadway Safety Audits
- Transportation Facilities
- Conditions Mapping
- National Transportation Safety Studies
- Multimodal Facility Demand Analyses
- Transit Systems Evaluations

### AVAILABILITY

- 70%

### EXPERIENCE

#### Hillsborough County TPO Bicycle Network Plan

Senior Planner | Hillsborough County, FL

Reviewed documents for conceptual designs to improve the safety and mobility needs of bicyclists along four high-priority corridors through a data-driven prioritization process.

- Resulting concepts included feasibility reviews, design plans, cost estimates, and implementation considerations

#### Hillsborough County TPO Greenways Master Plan

Senior Planner | Hillsborough County, FL

Guidelines of project incorporate biophilic design elements that fit each context.

- Reviewed development of design guidelines for a planned network of greenways
- Reviewed framework for a unified system of branded wayfinding signs/ planning-level cost estimates for greenway corridors

#### Trailways Master Plan

Project Manager | Manatee County, FL

Developing the Manatee County Trailways Master Plan with the goal of developing a connected countywide system of trails that enhances the quality of life for its residents.

- Helped lead a countywide public workshop that informed citizens of the plan purpose/goals and solicited important feedback

#### Pasco County Library System Master Plan

Project Manager | Pasco County, FL

Long-range plan to enhance the services of the Pasco County Library System offers and its nine branch locations.

- Oversaw an extensive public engagement effort
- Identified priority projects representing a capital improvement program

# Katie Habgood

AICP

## SENIOR TRANSPORTATION PLANNER



19 Years of Experience

AICP #151311

Temple Terrace, FL



### PROFILE

Katie is a Senior Planner with PGA. Her 19 years of professional practice have involved a range of planning products at all scales of geography, from focused corridor studies to multi-county Long Range Transportation Plans. She is an adept communicator, enjoying face-to-face time with clients and a project's audience and stakeholders.

### EDUCATION

- Master of Arts in Urban & Regional Planning, University of Florida, 2005
- Bachelor of Arts in Communications, University of Florida, 2001

### SKILLS

- Bicycle & Pedestrian Feasibility & Master Planning
- Complete Streets Planning
- Long Range Transportation Plans
- Congestion Management Processes
- Equity Analysis
- Project Privatization Plans
- Public Engagement

### AVAILABILITY

- 75%

### EXPERIENCE

#### Hillsborough County TPO Greenways Master Plan

Project Manager | Hillsborough County, FL

Four-phase planning process that will result in an implementation plan with a prioritized list of projects, design standards, wayfinding guidelines, and potential funding sources.

- Assisted with public outreach through surveys, public workshops and meetings, media appearances, and partner agency coordination

#### Pasco County Library System Master Plan

Task Leader | Pasco County, FL

This Master Plan will determine where future library buildings and services should be located to increase accessibility for most residents and visitors using current and future population projects/land use patterns.

- Assisted with analyses that included assessing staffing levels, ROI, and the value created by the libraries

#### SR 60 Corridor Multimodal Implementation Strategies

Deputy Project Manager | Pinellas County, FL (Forward Pinellas)

This project developed complete streets strategies for Forward Pinellas and its agency partners to improve the options, connections, and safety for all travelers.

- Assisted with the creation of fact sheets, visualizations, and hands-on exercises to help all stakeholders understand the various options and their trade-offs
- Led each phase of this project

#### Plant City Canal Connector Trail Feasibility Study

Task Leader | Hillsborough County, FL

Study assessed the potential impacts, both beneficial and adverse, resulting from potential trail alignments.

# Lucas Cruse

AICP

## SENIOR TRANSPORTATION PLANNER



19 Years of Experience

AICP #022965

Temple Terrace, FL



### PROFILE

Lucas Cruse is a Senior Planner with PGA and has spent the last 19 years integrally involved in multimodal transportation planning projects, including numerous pedestrian and bicycle safety and research projects. His wide range of experience includes multimodal roadway and trail design, complete streets policies and implementation, research and training, land use planning, and geospatial analysis.

### EDUCATION

- Master of Arts in Urban & Regional Planning, University of Illinois at Urbana-Champaign, 2003
- Bachelor of Science in Civil Engineering, University of Illinois Urbana-Champaign, 2001

### SKILLS

- Multimodal Roadway & Trail Design
- Complete Streets Policies & Implementation
- Research & Training
- Land Use Planning
- Geospatial Analysis

### AVAILABILITY

- 65%

### EXPERIENCE

#### Transportation Master Plan

Senior Planner | Winter Park, FL

The plan presented prioritized lists of projects that included both planning-level cost estimates and funding strategies.

- Managed the team that developed the Master Plan to guide the City's transportation investments for the next 20 years

#### Trailways Master Plan

Senior Planner | Manatee County, FL

The context of the project will be used as the basis for the trail design scopes that fit the expected users and types of trips on each corridor for Manatee County.

- Led the creation of a Pattern Book to guide the development of future trails with an emphasis on design that fits the context

#### Hillsborough County TPO Greenways Master Plan

Senior Planner | Hillsborough County, FL

Development of design guidelines for a planned network of greenways that has an emphasis on human-scaled urban design.

- Developed the framework for a unified system of branding, wayfinding signs and planning-level cost estimates for greenway corridors based on the type of trail

#### 2050 LRTP Revenue Forecast

Senior Planner | Hillsborough County, FL

Analysis that categorizes spending across targeted investment programs as a baseline for developing the 2050 LRTP and associated revenue forecasts.

- Compiled all projects from the CIPs for all local and state agencies within Hillsborough County

# Kelly Farabee

PE, PTOE, RSP1

## ROADWAY PROJECT ENGINEER



10 Years of Experience

FL PE #91816 | PTOE #4287

Temple Terrace, FL



### PROFILE

Kelly is a Roadway Project Engineer with PGA. She has more than 10 years of experience in transportation design, management, and planning. Her background includes performing operational/safety analysis, managing general planning contracts, developing mitigation alternatives, and she has been involved in corridor studies. She is also highly skilled in traffic and safety analysis.

### EDUCATION

- Master of Science in Engineering, University of California, 2009
- Bachelor of Science in Civil Engineering, Clemson University, 2007
- Bachelor of Arts in Architecture, Clemson University, 2007

### SKILLS

- Transportation Design
- Management
- Planning
- Operational/Safety Analysis
- Traffic Analysis

### AVAILABILITY

- 70%

### EXPERIENCE

#### Transportation Master Plan

Traffic Engineer | Winter Park, FL

- Focused on the technology component for a transportation master plan
- Evaluated existing GIS files to update signal and pedestrian crossing data and developed technology related recommendations, including cost estimates and implementation strategies

#### Multimodal Transportation Plan

Traffic Engineer | Cape Coral, FL

- Responsible for developing scenarios and documenting existing transit services

#### SR 78/Pine Island Road Corridor Vision & Action Plan

Traffic Engineer | Lee County (FDOT District 1)

Project was an integrated land use and transportation vision plan for a 9.2-mile segment of SR 78 passing through the City of Cape Coral.

- Organized and led field reviews with local agencies, developed public involvement plans and vision/action plans, and organized public workshops

#### US 1 Conceptual Streetscape

Traffic Engineer | Brevard County, FL (FDOT District 1)

This was a conceptual plan to address access and speed management concerns along a 0.6-mile segment of US 1.

- Identified speed management techniques based on target speed and context classification established for the corridor, performed walking audit of corridor, and identified locations for potential midblock crossings



# 04

Is the Firm a "Polk County Entity"?

# *Committed to creating great places, safe streets, & thriving communities.*

Our work is rooted in a commitment to Placemaking, a design perspective that recognizes the relationship between people, transportation, private development, and civic spaces. We think beyond project site boundaries and plan for the people and experiences of the larger place and community.

## **HEADQUARTERS:**

4767 New Broad Street,  
Orlando, FL 32814

## **OTHER OFFICE LOCATIONS:**


3001 North Rocky Point Drive East, Suite 200, Tampa, FL 33607  
602 S Main Street, Gainesville, FL 32601  
401 East Las Olas Boulevard, Suite 1400, Fort Lauderdale, FL 33301  
777 Brickell Avenue, Suite 500, Miami, FL 33131  
223 S. West Street, Suite 900, Raleigh, NC 27603  
100 Core Street, Durham, NC 27703





Though Inspire does not have a local office in Polk County, we have teamed with PGA who has a local office in **Bartow, FL**.

**HEADQUARTERS:**  
12570 Telecom Drive,  
Temple Terrace, FL 33637

**LOCAL OFFICE:**  **OTHER OFFICE LOCATIONS:**  
215 East Main Street, Bartow, FL 33830  
101 South Garland Avenue, Suite 201, Orlando, FL 32801  
720 Professional Parkway East, Suite 104, Sarasota, FL 34240  
14023 North Dale Mabry Highway, Tampa, FL 33618

### **BARTOW, FL OFFICE**

- 24 employees at this office location
- Office location was opened in 2011 (this was the first PGA office to be opened). **PGA moved to their new Bartow office location in 2017.**

**City of Bartow, Florida**  
**BUSINESS TAX RECEIPT**

215 E. MAIN STREET  
LOCATION OF BUSINESS

This Business Tax Receipt is to be displayed conspicuously at the location of business, and is not transferable or assignable.

GORDON K. GREENE  
PATEL, GREENE & ASSOC PLLC  
215 E. MAIN STREET  
BARTOW FL 33830

EXPIRATION DATE  
9/30/2024

DATE ISSUED 7/07/2023	TAX RECEIPT # 01688
--------------------------	------------------------

BUSINESS TAX RECEIPT FOR  
ENGINEERS

A Business Tax Receipt is hereby issued by the city of Bartow, Florida to the following party to engage in or manage the business, profession or occupation shown, pursuant to the indicated subsection of Bartow code section 70-36 for the Tax Receipt year.

*Mike Der*  
City Manager

*Joanina Patel*  
City Clerk



05

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Is the Firm a Certified W/MBE  
Enterprise?

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**W/MBE**

*State of Florida*

**Minority Business  
Certification**

Patel, Greene, and Associates, LLC

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:  
03/28/2023 to 03/28/2025



J. Todd Inman  
Florida Department of Management Services



Office of Supplier Diversity  
4050 Esplanade Way, Suite 380  
Tallahassee, FL 32399  
850-487-0915  
[www.dms.myflorida.com/osd](http://www.dms.myflorida.com/osd)



# 06

Interaction with County &  
Regulatory Agency Staff

### Interaction with County & Regulatory Agency Staff

Inspire has significant experience working with local and state agencies within the State of Florida. To date, we have updated comprehensive plans for over 40 local governments and completed a total of 57 comprehensive planning projects. From a local perspective, the Inspire team has worked for the City of Auburndale, the City of Lake Wales, and Haines City on various planning projects. We have experience working with TPOs, MPOs, Regional Planning Councils, FDOT, Water Management Districts, public and private utility providers, public safety departments, and other agencies. As part of this effort, Inspire anticipates engagement with the following entities:

- Polk County Transportation Planning Organization (TPO)
- Florida Department of Transportation
- Southwest Florida Water Management District
- South Florida Water Management District
- Central Florida Regional Planning Council
- Cities within Polk County
- Polk Vision
- Florida Department of Commerce

#### Ability to Work with Other County Divisions / County Attorney's Office

Internal consensus on a broad range of topics is critical for staff support for the updated Comprehensive Plan. The scope of the plan is broad, and its goals, objectives, and policies act as a guide for multiple departments and divisions within the County. Inspire has experience working with a myriad of internal stakeholders on our comprehensive planning efforts. Some of these internal stakeholders include attorneys, civil engineers, biologists, transportation planners, land use planners, demographers, cartographers, utility providers, and housing planners. Inspire facilitates these conversations between internal staff members with the goal of developing policies that work for Polk County residents and staff alike.



07

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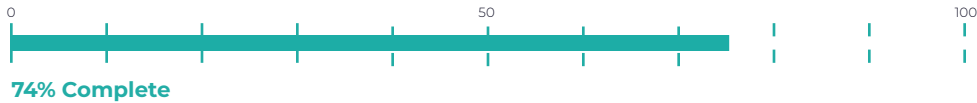
Timely Completion of Projects

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Current/Future Workload



Palm Bay, FL- *Land Development Code*



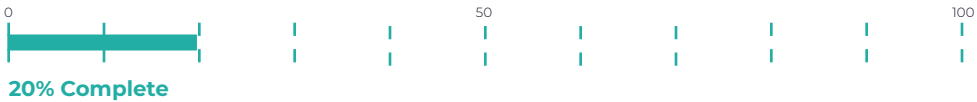
Green Cove Springs, FL - *Form-Based Code*



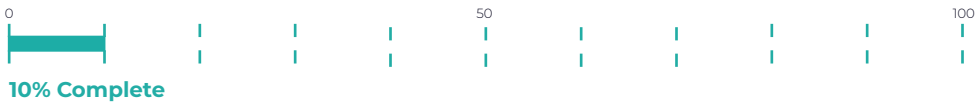
Flagler County, FL- *Comprehensive Plan Update*



St. Johns County, FL- *Comprehensive Plan Update*



Pasco County, FL - *Comprehensive Plan Update*



### Firm's Daily Ability to handle Scope of Services

Inspire is committed to providing high-quality deliverables both on time and within budget. Our Project Manager, Eric Raasch, will be directly accountable for the schedule and budget for all tasks. Eric has a track record of meeting project deadlines. This all starts with setting realistic timelines in the project schedule. Once the schedule is developed, Eric will send calendar invites for deadlines to keep the team on schedule. While Inspire has active contracts with other municipalities, the team has the bandwidth to provide high-quality services to Polk County. Our goal is to form a long-term relationship with the County, which will not be possible without providing high-quality deliverables on time and within budget.





# 08

Surveys of Past Performance

### Survey Questionnaire – Polk County

#### RFP 24-016, Polk County Comprehensive Plan Update

To: Hayat Mazili (Name of Person completing survey)  
Pasco County Government (Name of Client Company/Contractor)  
 Phone Number: 727-847-8140 x7615 Email: hmazili@pascocountyfl.net  
 Total Annual Budget of Entity \$2.1 Billion

Subject: Past Performance Survey of Similar work:

Project name: Pasco County Comprehensive Plan Visioning

Name of Vendor being surveyed: Inspire Placemaking Collective, Inc.

Cost of Services: Original Cost: \$236,903 Ending Cost: \$236,903

Contract Start Date: 10/25/2023 Contract End Date: 9/30/2023

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues not within the scope of work promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Hayat Mazili

Signature of Evaluator: hayat mazili

Please fax or email the completed survey to: \_\_\_\_\_

The contact for Sumter County, FL, Patricia Burgos, is retired and was not available to complete the reference survey.



# 09

Other Required Forms

## Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Inspire Placemaking Collective, Inc.

DBA/Fictitious Name (if applicable): N/A

TIN #: 92-1495717

Address: 4767 New Broad Street

City: Orlando

State: FL

Zip Code: 32814

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: George Kramer

Phone Number: 407.202.8387

Cell Phone Number: 407.202.8387

Email Address: Gkramer@inspireplacemaking.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. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Inspire Placemaking Collective, 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.  
**4767 New Broad Street**

6 City, state, and ZIP code  
**Orlando, Florida 32814**

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 2 - 1 4 9 5 7 1 7

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here  
Signature of U.S. person ►   
Date ► **01/03/2023**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://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-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

### Affidavit Certification Immigration Laws

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

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

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

Company Name: Inspire Placemaking Collective, Inc.

Signature: 

Title: President

Date: 10/18/23

State of: Florida

County of: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of October, 2023, by George Kramer (name) as President (title of officer) of Inspire Placemaking Collective 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: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)



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

PROJECT NAME: RFP 24-016, Polk County Comprehensive Plan Update

The undersigned, as an authorized officer of the proposer identified below (the "**Consultant**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Consultant in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Consultant and the County on or about the date hereof, whereby the Consultant will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:


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

2. Pursuant to Section 448.095(5), Florida Statutes, the Consultant, and any 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 Consultant or subconsultant. The Consultant acknowledges and agrees that (i) the County and the Consultant may not enter into the Contract, and the Consultant may not enter into any subconsultants thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

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

Executed this 18<sup>th</sup> day of October, 2023.

**ATTEST:**

By:   
PRINTED NAME: Raiflynn Bonnerman  
Its: Notary Public

**CONSULTANT:**

By:   
PRINTED NAME: George Kramer  
Its: President

October 10, 2023

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**ADDENDUM #1**

**RFP 24-016, Polk County Comprehensive Plan Update**

---

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

---

Contained within this addendum: Questions and answers

*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: George Kramer

Title: President

Company: Inspire Placemaking Collective, Inc.

## **RFP 24-016, Polk County Comprehensive Plan Update Addendum #1**

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**Question 1:** Will a firm with WMBE certification in Polk County count for scoring on both Tabs 4 and 5?

**Answer 1:** Yes. Provided the firm meets the definition of a woman/minority business enterprise as described in Tab 5, the firm will receive a maximum of 5 points, and if the firm meets the definition of a Polk County Entity as described in Tab 4, the firm will receive a maximum of 5 point. Please refer to page 13 and 14 of the Proposal Package for criteria.

**Question 2:** Can the County please clarify if the scoring starts over for each of the Elevation Levels or if the scoring continues from the previous Elevation Level's score?

**Answer 2:** The scores from Elevation Level 2 (Scoring) are used to determine who will be elevated to Elevation Level 3 (Proposer Interviews). After the interviews have been completed, the scores start over and the Selection Committee will rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services.

Please refer to the Proposal Package, section "Selection Process" on pages 15-19 for detailed process.

October 30, 2023

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**ADDENDUM # 2**

**RFP 24-016, Polk County Comprehensive Plan Update**

---

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

---

Contained within this addendum: Question and answer.


*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: George Kramer  
Title: President  
Company: Inspire Placemaking Collective, Inc.

## **RFP 24-016, Polk County Comprehensive Plan Update**

### **Addendum #2**

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**Question 1:** The indemnification language is different under the General Conditions on page 21 and the Sample Agreement on page 40. Would the County please use the same language that is used in the General Conditions for the Agreement?

**Answer 1:** The two provisions are substantially similar, and the County will finalize the language with the successful Proposer during contract negotiations.



January 31, 2024

Chanda Bennett  
Project Manager  
Comprehensive Planning Administrator  
Office of Planning and Development  
Land Development Division  
330 West Church Street  
Bartow, FL 33813

Sent Via Email: ChandaBennett@polk-county.net

**Reference:** Polk County Comprehensive Plan Update

Dear Ms. Bennett,

Inspire Placemaking Collective (Inspire) appreciates the opportunity to submit this scope of services to Polk County to provide professional planning services to conduct public engagement and update the County's Comprehensive Plan. This scope of services was prepared based on the direction established at a meeting with County staff on January 11, 2023, and is consistent with Inspire's response to RFP 24-016.

## Scope of Services

The following scope of services will be undertaken by Inspire to assist the County in updating the Comprehensive Plan while engaging the community in thoughtful exercises meant to elicit input and insights into the desired community vision for the next 25 years.

### **TASK 1. KICK-OFF, TOUR, AND PROJECT MANAGEMENT**

#### **Task 1.1. Kick-off Meeting and Tour**

Inspire will attend an in-person kick-off meeting with County staff and Inspire's key team members at the County Administration Building. Inspire will prepare a meeting agenda and project timeline for discussion and approval. At this meeting, project roles and assignments, project milestones, data collection, points of contact, and the overall schedule will be discussed and deliverables will be clearly identified. After the meeting has concluded, the Inspire team will participate in a familiarization tour of the County facilitated by County Staff. Following the meeting and tour, Inspire will prepare a summary memorandum of the meeting.

### **Task 1.2. Bi-Weekly Check-In Meetings**

Inspire will attend bi-weekly check-in meetings with County staff throughout the duration of the project. This task includes project management related tasks as well.

#### **TASK 1 DELIVERABLES**

- Preparation of meeting agenda
- Preparation of meeting summary memorandum

## **TASK 2. Data and Analysis**

### **Task 2.1. Data Collection**

Inspire will coordinate with staff to ensure specific information is provided regarding existing documentation, including the current adopted goals, objectives and policies, data and analysis, water supply plan, future land use map, GIS data related to the comprehensive plan, past evaluation and appraisal report, and recent or pending plan amendments. Inspire will review demographics, infrastructure, schools, historical resources, public safety, land use, transportation, environmental features, and economics.

### **Task 2.2. Community Profile**

Inspire will prepare statistics summarizing existing conditions in the County, covering in general terms the following topics (this work will later become the basis of the comprehensive plan data and analysis – this will also be utilized in the public engagement materials):

- Existing Land Use Map and Narrative
- Demographic and Socioeconomic Data
- Ecological Overview (wetlands, floodplains, etc.)
- Mobility/Transportation Characteristics
- Housing Options
- Employment Centers and Major Activity Centers
- Utilities/Service Areas

### **Task 2.3. Update Data & Analysis**

Utilizing the population projections, Inspire will evaluate, analyze, and craft the Data and Analysis for each element. Please note that the Data and Analysis is not adopted as part of the Plan update. The only portion of the Data and Analysis that will be adopted is the Future Land Use Map (FLUM) series that will be incorporated in the document. Level of service standards will be analyzed and updated to appropriate levels that correspond with the Community Vision established in the public participation phase or as directed by County staff. To prevent conflicting or duplicate comments, County staff will be responsible for consolidating the mark ups from all reviewers before they are submitted back to Inspire for incorporation within the Data and Analysis.

Inspire will develop a template for how the Data and Analysis documents will be laid out and how the data will be presented in the Plan. To the extent that infographics and other user-friendly representations of the data can be utilized, Inspire will craft visually appealing data for the elements. As part of this task, Inspire will also develop an outline for each element to ensure that the County and Inspire agree to the contents of the Data and Analysis prior to updating each Element.

## **TASK 2 DELIVERABLES**

- Summary memorandum of Community Profile
- Preparation of a Data Collection catalogue
- Preparation of new population projections (Confirmed by County staff)
- Update of the Data & Analysis of each Element

## **TASK 3. Branding and Public Participation**

Inspire understands that the County wishes to engage the community in an inclusive and meaningful manner. Inspire proposes the following methods to engage the community.

### **Task 3.1. Project Brand**

Inspire's Graphic Design Team will collaborate with County Staff to develop a project brand. The project branding will strengthen communication throughout the development of the comprehensive plan update. Inspire will generate up to three design concepts based on an initial meeting with the County and provide two rounds of edits to finalize. The final brand will then be utilized on all planning-related documents and community outreach materials developed for the project. As part of the branding task, Inspire will develop social media posts to help promote the website and the public workshops.

### **Task 3.2. Project Website**

Inspire will utilize the Social Pinpoint online community engagement platform to provide a branded and customizable project website that will function as the primary method of communication between the public and the Project Team throughout the duration of the project. To promote the project website, Inspire will coordinate with the County Staff to develop three branded digital posts using the County's preferred social media platforms and provide up to two rounds of revision for each post.

### **Task 3.3. Interview Sessions**

Utilizing County staff's list of key community stakeholders, Inspire will schedule and conduct interviews at the County Administration Building over the course of two (2) days. Additional follow-up interviews (10 one-hour virtual meetings) will be conducted as determined by the project team.

### **Task 3.4. Pop-Up Events**

During the course of the public engagement process, Inspire will participate in up to three (3) local events (e.g., Fairs, Festivals, Community Events, etc.). The purpose of

attendance at these events is to provide awareness of the comprehensive plan update, direct the public to the project website, and engage with the public in an exercise that is portable and generates interest in the project. The County will help prioritize the events by considering number of expected attendees, location within the County, diversity of population, and staff and team availability.

### **Task 3.5. Visioning Workshop Series**

Given the diversity and size of the County, Inspire recommends conducting up to seven (7) visioning workshops – with a minimum of one (1) in each of the Commissioner Districts. The workshops are designed to guide the Polk County community through a visioning process that will culminate in collective vision for the County. It is anticipated that the first “Where are we now?” workshop and the final “How do we get there?” workshop will be held in Bartow. The five “Where do we want to go?” workshops will be held in each Commissioner District. Inspire will coordinate with Polk Vision to supplement the Visioning Workshop Series through the use of their resources.

The following preliminary themes were provided by Staff and will be considered during the update process:

- Warehouse/distribution
- Non-residential location criteria
- Redevelopment Areas: Revitalization, Support, and Sustainability
- Adaptive Reuse
- Community Concerns
- Freight mobility and transportation safety
- Natural Resources and water protection
- Rapidly Advancing Transportation Technologies
- Certified Local Government in Historical Preservation

### **“Where are we now?” – Workshops (1 of 3)**

As described in the previous section, the intent of the first workshop’s engagement activities is to empower participants to the answer the question “Where is Polk County now?” by asking attendees to identify the challenges and opportunities which should be addressed within the Plan. A workshop summary of the workshop will be submitted to County Staff for review and uploaded to the project website for the public to view or download.

### **“Where do we want to go?” – Workshops (2 of 3)**

Workshop number two will ask attendees to participate in a series of engagement activities designed to evoke a common vision for the future of the Polk County community. A summary of the event will be submitted to County Staff for review with up to two rounds of revisions. Once finalized, the workshop summary and meeting recording will be posted on the project website for the public to review and download.

### **“How do we get there?” – Workshops (3 of 3)**

The intent of the third workshop and its engagements is to ensure the community has an active role in developing strategies that will help in implementing the community vision. A summary of the workshop will be submitted to County Staff for review and will be posted on the project website when finalized.

#### **Task 3.6. Vision Summary**

Following the completion of the engagement process, Inspire will prepare a summary of the visioning process. The summary will include the community's preferred strategies for addressing the main vision themes that resulted from the website and engagement activities. The purpose of this document is to elevate the Vision in a document that is visually appealing and easy to read and follow. The Vision document will be submitted to staff for review and comment. Inspire will conduct up to three (3) revisions of the document.

#### **Task 3.7. Board Workshops**

Inspire will attend the Planning Commission and Board of County Commissioners meetings and hearings for strategic phases in the process to gain input and guidance on the process and recommendations. Inspire proposes the following meetings with the Planning Commission and Board of County Commissioners:

- Joint Planning Commission / Board of County Commissioners work session prior to formal public engagement with the community
- Presentation of the Vision to the Board of County Commissioners

#### **Task 3.8. Listening Sessions**

Following completion of the initial draft of the plan, Inspire will conduct five (5) listening sessions (one in each Commission District) to share the new plan and receive feedback from the community.

### **TASK 3 DELIVERABLES**

- Project Branding
- Project Website
- Summary memorandum of interview sessions
- Summary memorandum of workshops
- Vision Document
- Presentation to Boards

### **TASK 4. PLAN UPDATE**

Following the completion of the data and analysis, the goals, objectives and policies of the entire Plan will be amended (utilizing strike-through and underline) to incorporate the County's Vision, address deficiencies, and establish a framework for the future of Polk County through 2050. This update will address changes to the Introduction, Future Land

Use Element, Transportation Element, and all other required and elected elements in the existing plan.

#### **Task 4.1. GOPs Recommendation Matrix**

Inspire will evaluate the Comprehensive Plan and provide recommendations based on the Community Vision and Florida Statutes in a matrix format. It is anticipated that many of the 2011 Community Planning Act legislative changes have been addressed. However, there have been a number of additional statute changes that have not yet been accommodated in the Plan. This task includes up to three revisions.

#### **Task 4.2. Internal Staff Workshops on GOPs Direction**

After the completion of the recommendations matrix, Inspire will present the matrix to County staff to get further policy direction. To maximize the effectiveness of this task, we recommend conducting two workshops (two hours each) and splitting the elements or chapters up between the two workshops.

#### **Task 4.3. Future Land Use Map Series**

As required by Section 163.3177, F.S., Inspire will update the County's map series for inclusion in the Data and Analysis and ultimately for the adoption package. Please note that not all maps created as part of the Data and Analysis will be part of the FLUM series - only maps required by the statutes.

#### **Task 4.4. Prepare GOPs**

Inspire will prepare the update to the GOPs for each of the elements. The elements will be prepared according to the recommendations matrix and will utilize strikethrough and underline to illustrate the changes to the text in the Plan. This task includes up to three revisions. This task includes creating a template for the GOPs portion of the Comprehensive Plan. This is the portion of the plan that is adopted by ordinance. This task may occur at the same time as the Data and Analysis template to ensure consistency in the design. This task includes up to one revision.

#### **Task 4.5. Development Area Boundary Review**

Inspire will evaluate the existing TSDA, UGA, and SDA boundaries to determine the capacity for accommodation of future growth. Strategic infrastructure improvements within these areas will be considered through an access and opportunities model that will consider land uses, transportation, provision of utilities, and other public facilities.

### **TASK 4 DELIVERABLES**

- Recommendations matrix
- Internal workshops with staff
- Draft of updated GOPs
- Updated Future Land Use Map Series
- Summary of Development Area Boundary Review

## **TASK 5. HEARINGS**

### **Task 5.1. Planning and Zoning Board (LPA)**

Inspire will prepare a presentation for the updated Comprehensive Plan and present the corresponding deliverables to the County's Planning and Zoning Board.

### **Task 5.2. BOCC Transmittal**

Inspire will prepare a presentation for the updated Comprehensive Plan and present the corresponding deliverables to the Board of County Commissioners for transmittal to the Florida Department of Commerce.

### **Task 5.3. State Agency Coordination**

Inspire will respond to any Florida Department of Commerce comments on behalf of Polk County. Inspire will perform minor edits to the plan based on Department of Commerce feedback.

### **Task 5.4. BOCC Adoption**

Inspire will prepare a presentation for the updated Comprehensive Plan and present the corresponding deliverables to the Board of County Commissioners for adoption. This presentation will include responses to any comments issued by the Florida Department of Commerce in Task 5.3.

## **TASK 5 DELIVERABLES**

- Presentation for hearings
- Minor plan edits based on feedback
- Comprehensive Plan documents for Transmittal
- Comprehensive Plan documents for Adoption

## **TASK 6. PLAN SUPPLEMENTAL DOCUMENTS**

### **Task 6.1. Implementation Metric Strategy**

Inspire will prepare an implementation metric strategy that measures the effectiveness of the Goals in the updated Comprehensive Plan and associated policy recommendations. The metric system recommendation shall include a digital method to communicate progress toward implementing the updated Plan's goals that will be used on the County's website. This implementation metric strategy will assign priorities to the goals, objectives, and policies in the plan update and include criteria for documenting progress toward the goals.

### **Task 6.2. Comprehensive Plan Dashboard**

Inspire will create the user-interface for a comprehensive plan dashboard. The purpose of the dashboard is to be a public-facing measure of the progress of the implementation of specific measurable Plan policies. Inspire's graphics team will prepare the framework of the dashboard and research web integrations that can plug into the County's current Planning and Development Department website to allow for ease of use in updating progress for each task.

### **Task 6.3. Comprehensive Plan Document and GIS Files**

Following the completion of the data and analysis, the goals, objectives and policies of the entire Plan will be amended (utilizing strike-through and underline) to incorporate the County's Vision, address deficiencies, and establish a framework for the future of Polk County through 2050. The document will be prepared in ADA compliant Word document, including all needed maps and tables to be provided to Municode for codification. Inspire will also provide all GIS digital data created for the Plan Update. Inspire will be available to respond to any objections, comments, or recommendations from the Florida Department of Commerce.

### **Task 6.4. Comprehensive Plan Customer Service Guide ("Guide")**

Inspire's graphics team will use the updated Comprehensive Plan to create an infographic-based Guide for the County's customers similar to the LDC Customer Service Guide. The Guide shall meet current ADA compliant standards including any future changes from the Department of Justice (Current Standards: ISP 32000-1:2008 and WCAG 2.0 AA) and will be translated into Spanish.

### **TASK 6 DELIVERABLES**

- Implementation metric strategy
- Final comprehensive plan
- Comprehensive Plan Customer Service Guide

## **County Responsibilities**

The COUNTY will be responsible for the following activities:

1. Provide Inspire with Word version of the Polk County Comprehensive Plan.
2. Securing venues for in-person meetings and workshops.
3. Conducting reviews and providing consolidated comments on draft documents.
4. Preparing adoption ordinances and staff reports.
5. Advertising for meetings, workshops, and public hearings.

## Fee

Our professional fee for the above-described services shall be a lump sum, including direct expenses as follows:

Tasks	Fee
Task 1 – Kick-off, Tour, and Project Management	
Task 1.1 – Kick-off Meeting and Tour	\$13,600.00
Task 1.2 – Biweekly Check-In Meetings	\$19,990.00
Task 2 – Data & Analysis	
Task 2.1 – Data Collection	\$14,458.00
Task 2.2 – Community Profile	\$15,350.00
Task 2.3 – Update Data & Analysis	\$85,800.00
Task 3 – Branding and Public Participation	
Task 3.1 – Project Brand	\$13,250.00
Task 3.2 – Project Website	\$15,550.00
Task 3.3 – Interview Sessions	\$20,500.00
Task 3.4 – Pop Up Events	\$15,325.00
Task 3.5 – Visioning Workshop Series	\$69,875.00
Task 3.6 – Vision Summary	\$7,250.00
Task 3.7 – Board Workshops	\$15,375.00
Task 3.8 – Listening Sessions	\$38,690.00
Task 4 – Plan Update	
Task 4.1 – GOPs Recommendation Matrix	\$13,400.00
Task 4.2 – Internal Staff Workshops	\$12,250.00
Task 4.3 – Future Land Use Map Series	\$13,060.00
Task 4.4 – Prepare GOPs	\$95,500.00
Task 4.5 – Development Area Boundary Review	\$16,680.00
Task 5 – Hearings	
Task 5.1 - Planning and Zoning Board (LPA)	\$5,200.00
Task 5.2 – BOCC Transmittal	\$4,650.00
Task 4.3 – State Agency Coordination	\$2,400.00
Task 4.4 – BOCC Adoption	\$4,650.00

Task 6 – Plan Supplemental Documents	
Task 6.1. – Implementation Metric Strategy	\$14,800.00
Task 6.2. – Comprehensive Plan Dashboard	\$14,850.00
Task 6.3. – Comprehensive Plan Document & GIS Files	\$2,970.00
Task 6.4. – Comprehensive Plan Customer Service Guide	\$15,100.00
<b>Total</b>	<b>\$560,523.00</b>

## Schedule

The anticipated time for Transmittal of the Comprehensive Plan Update to the Florida Department of Commerce is in August of 2025. The estimated adoption date is December of 2025. The anticipated date for the Plan Supplemental Documents is March of 2026.

## Exclusions

Without intending to provide an exhaustive list or description of all services or potential services that may be required and that Inspire can provide, the following services are specifically excluded from this proposal:

- Conducting or facilitating public workshops not mentioned in this scope.
- Drafting Land Development Code regulations.
- Preparing and submitting advertisements to a local newspaper.
- Securing venues for in-person meetings.
- Reviewing development applications.

## Authorization

Unless otherwise indicated, Inspire will perform this scope of services as described in a Master Services Agreement between Inspire and Polk County.

## Closure

We appreciate the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

**Inspire Placemaking Collective, Inc.**



Eric P. Raasch, Jr., AICP  
Principal/Project Manager

# Polk County Comprehensive Plan Update Schedule

	2024											2025											2026				Days		
	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A			
Task 1 – Kick-off, Tour, and Project Management																													
Task 1.1 – Kick-off Meeting and Tour	●																										16		
Task 1.2 – Biweekly Check-In Meetings		<div></div>																										780	
Task 2 – Data & Analysis																													
Task 2.1 – Data Collection		<div></div>																									90		
Task 2.2 – Community Profile			<div></div>																								90		
Task 2.3 – Update Data & Analysis				<div></div>																							180		
Task 3 – Branding and Public Participation																													
Task 3.1 – Project Brand		<div></div>																									90		
Task 3.2 – Project Website		<div></div>																									90		
Task 3.3 – Interview Sessions				●																							16		
Task 3.4 – Pop Up Events				<div></div>																							90		
Task 3.5 – Visioning Workshop Series				<div></div>																							120		
Task 3.6 – Vision Summary								<div></div>																			7		
Task 3.7 – Board Workshops			●						●																		16		
Task 3.8 – Listening Sessions																<div></div>												30	
Task 4 – Plan Update																													
Task 4.1 – GOPs Recommendation Matrix								<div></div>																			90		
Task 4.2 – Internal Staff Workshops										●																	14		
Task 4.3 – Future Land Use Map Series												<div></div>																60	
Task 4.4 – Prepare GOPs										<div></div>																			210
Task 4.5 – Development Area Boundary Review										<div></div>																		90	
Task 5 – Hearings																													
Task 5.1 Planning and Zoning Board (LPA)																		●									16		
Task 5.2 – BOCC Transmittal																			●								16		
Task 4.3 – State Agency Coordination																				<div></div>								60	
Task 4.4 – BOCC Adoption																						●					16		
Task 6 – Plan Supplemental Documents																													
Task 6.1. – Implementation Metric Strategy																							<div></div>			120			
Task 6.2. – Comprehensive Plan Dashboard																							<div></div>			120			
Task 6.3. – Comprehensive Plan Document & GIS Files																							<div></div>				30		
Task 6.4. – Comprehensive Plan Customer Service Guide																							<div></div>			120			

# Exhibit B

## Fee Schedule

### Inspire Placemaking Collective, Inc. Billing Rate Table

Title	Billing Rate Range	
	Min	Max
Principal in Charge	\$200	\$350
Project Manager	\$165	\$225
Deputy Project Manager	\$150	\$210
Senior Planner	\$145	\$210
Planner	\$100	\$165
Graphics Director	\$150	\$200
Graphic Designer	\$75	\$130

**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](http://www.polk-county.net)

## **EXHIBIT C**

### **Board of County Commissioners**

#### **REIMBURSABLE COST SCHEDULE**

- |    |   |  |
|----|---|--|
| 1. | Subcontractor Services  | Actual Costs   |
| 2. | Special Consultants   | Actual costs   |
| 3. | Computer Services   | Non-reimbursable   |
| 4. | Travel Expenses   | In accordance with Chapter 112.061, F.S.;<br>and further defined in the Polk County Employee Handbook. |
| 5. | Postage, Fed Express, UPS   | Actual Costs   |
| 6. | Pre-approved Equipment<br>(includes purchase and rental of equipment used in project) | Actual Costs   |



INSPPLA-01

ASOSTENUTO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2024

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>PRODUCER</b> JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (321) 445-1117	<b>FAX (A/C, No):</b> (321) 445-1076
	<b>E-MAIL ADDRESS:</b> certs@jcj-insurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hartford Underwriters Ins. Co.	
	<b>INSURER B:</b> Hudson Insurance Company	
<b>INSURED</b>  Inspire Placemaking Collective, Inc. 4767 New Broad Street Orlando, FL 32814	<b>NAIC #</b>	
	30104	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	21 SBA AV4H7E	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	21 SBA AV4H7E	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	21 SBA AV4H7E	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab			PRB 06 19 118024	1/1/2024	1/1/2025	Per Claim 1,000,000
B				PRB 06 19 118024	1/1/2024	1/1/2025	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Polk County, a political subdivision of the State of Florida is an Additional Insureds with regards to General, Auto and Umbrella Liability when required by written contract. A Waiver of Subrogation for all policies applies when required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/19/2024

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

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<b>PRODUCER</b>  Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	<b>CONTACT NAME:</b> Marsh Affinity	
	<b>PHONE (A/C, No, Ext):</b> 800-743-8130	<b>FAX (A/C, No):</b>
<b>INSURED</b>  ADP TotalSource CO XXI, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Inspire Placemaking Collective Inc  4767 NEW BROAD ST Orlando, FL 328140000	<b>E-MAIL ADDRESS:</b> ADPTotalSource@marsh.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Illinois National Ins Co	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b> 23817		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$
	OTHER:						PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	X	WC 034274994 FL	07/01/2023	07/01/2024
							E.L. EACH ACCIDENT \$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

All worksite employees working for Inspire Placemaking Collective Inc paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Inspire Placemaking Collective Inc is an alternate employer under this policy. WAIVER OF SUBROGATION IN FAVOR OF Polk County, a political subdivision of the State of Florida AS RESPECTS OF JOB PERFORMED BY Inspire Placemaking Collective Inc AS REQUIRED BY WRITTEN CONTRACT.

## CERTIFICATE HOLDER

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

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Jo Phillips*

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.

This endorsement, effective 12:01 AM 07/01/2023 forms part of Policy No. WC 034274994 FL  
Issued to

ADP TotalSource CO XXI, Inc.  
5800 Windward Parkway  
Alpharetta, GA 30005  
Alternate Employer:  
Inspire Placemaking Collective Inc  
  
4767 NEW BROAD ST  
Orlando, FL 328140000

By Illinois National Ins Co

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

### Schedule

WAIVER OF SUBROGATION IN FAVOR OF Polk County, a political subdivision of the State of Florida AS RESPECTS OF JOB PERFORMED BY Inspire Placemaking Collective Inc AS REQUIRED BY WRITTEN CONTRACT.

### Project Description:

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

