Town of Lake Hamilton

Town Council Regular Meeting Agenda – July 7, 2026

Time: 6:00 P.M.
Location: Chambers 100 Smith Avenue

Phyllis Hall, Mayor
Robert Mathis, Vice Mayor
Marisol Ortega, Council Member Seat 1
Joshua Collier, Council Member Seat 3
Carmen Demanche, Council Member Seat 4

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE TO ALLEGIANCE

4. ROLL CALL

5. PRESENTATION

A. Citrus Connection Presentation

6. CONSENT AGENDA

Note: Members of the Council may remove items from the Consent Agendas if they wish to discuss them. Requests for removal need to be made known to the Mayor under the Approval of the Order of Business at the beginning of the meeting.

A. May 26, 2026, Workshop Meeting minutes

B. June 2, 2026, Regular Council Meeting Minutes

7. PUBLIC COMMENT – NON-AGENDA ITEMS (Limited to 3 Minutes)

Your Town Council welcomes and invites citizens to comment on items (Non- Agenda Items) of community interest/concern or to bring forth areas of personal attention which may not have been fully addressed by Town Staff after prior contact to Town Hall, the Council may immediately act on any item or may request it be placed on a future agenda for further consideration.

8. OLD BUSINESS

A. Second Reading and Adoption of Ordinance O-2026-XX: an applicant-initiated amendment amending the future land use classification of one (1) parcel comprising +/- 11.16 acres (parcel identification number: portion of 272817-000000-011030, generally located along the south side of Kokomo Road, approximately 400 ft. east of US 27 from Town Agricultural Lands (AG) to Town Commercial Service (CS). First Reading of Ordinance was held on April 7, 2026. Continued from June 2, 2026 Regular Council Meeting.

B. Second Reading and Adoption of Ordinance O-2026-XX; an applicant-initiated request amending the zoning classification of a parcel comprising +/-11.16 acres (parcel identification number: portion of (272817-000000-011030), generally located along the

south side of Kokomo Road, approximately 400 ft. East of US 27, from Town Agricultural (AG) to Town Highway Commercial (C-1). First Reading of Ordinance was held on April 7, 2026. Continued from June 2, 2026 Regular Council Meeting.

C. Continued from the June 2, 2026 Regular Council Meeting. - Continued from the May 5, 2026 Regular Council Meeting- Consider Interlocal Agreement with Grady Judd, Polk County Sheriff's Office, for Telecommunication and IT Services.

9. NEW BUSINESS

A. Consider Approval of Central Florida Regional Planning Council (CFRPC) Planning Advisory Service (PAS) Contract for mapping services for FY27.

B. Consider Approval of Easements to Polk Regional Water Cooperative for Regional Water Supply Project.

C. Consider Approval to Piggyback City of Plant City Contract #22-023UO-TG and Authorize Expenditure for Wastewater Treatment Plant Blower No. 2 Replacement.

D. Consider Authorization to Expend Funds for Priority Water Main Improvement Projects Utilizing Existing Piggyback Contract.

E. Consider Authorization to Purchase Two Ford F-150 Utility Vehicles from Palmetto Ford Utilizing Florida Sheriffs Association Contract FSA25-VEL33.0

F. Staff is requesting direction on the subject of acquiring military surplus for Veterans Park.

10. STAFF REPORTS

TOWN ADMINISTRATORS REPORT

TOWN CLERK REPORT

TOWN ATTORNEY REPORT

TOWN COUNCIL COMMENTS

11. ADJOURNMENT

12. Any opening invocation that is offered before the official start of the Town Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Town Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Town Council or the town staff, and the Town is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Person in attendance at the Town Council meeting are invited to stand during the opening ceremony. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the Town Council Chambers or exit the Town Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

Any person desiring to appeal any decision made by the Town Council, with respect to any matter considered at such meeting or hearing, will need a record of the proceedings, and for such purposes, must ensure that a verbatim record and transcript of the proceeding is made in a form acceptable for official court proceedings, which record includes the testimony and evidence upon which the appeal is to be based. It shall be the responsibility of the person desiring to appeal any decision to prepare a verbatim record and transcript at his/her own expense, as the Town does not provide one. (F.S.286.26.105)

ATTN: PERSONS WITH DISABILITIES. In accordance with the American with Disabilities Act and Section 286.26, Florida Statutes, persons needing special accommodations to participate in this proceeding, please contact the Town Clerks Office at 863-439-1910, at least forty-eight (48) hours prior to the meeting, provide a written request to the Office of the Town Clerk. If you are hearing or speech impaired, please contact the

Florida Relay Service by dialing 7-1-1 or 1-800- 955-8771 (TTY) / 1-800-955-8770 (Voice).

5.A

Town of Lake Hamilton

Town Council
Agenda Summary Report

TO:

THROUGH:

FROM:

AGENDA ITEM: Citrus Connection Presentation

DATE: July 7, 2026

SUMMARY & RECOMMENDATION:

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☐

If Yes, Please Explain:

RECOMMENDATION:

ATTACHMENT(S):
Town of Lake Hamilton July 2026.pdf

CitrusConnection

PROGRESS IN MOTION

TRANSIT BRIEFING

TOWN OF LAKE HAMILTON

LAKE HAMILTON ROUTE

Between Oct. 2024 - Sept. 2025 there were 507 boardings within Town Limits

1 Fixed Route

17X
Lake Wales / Haines City Express



STOPS WITHIN TOWN LIMITS

Detour & Tangerine Dr.	323
Broad Way & Smith Ave. (1)	86
210 Monroe Lane	44
Hamilton Blvd. & E.Grove Drive (2)	37
Hamilton Blvd. & E.Grove Drive (1)	9

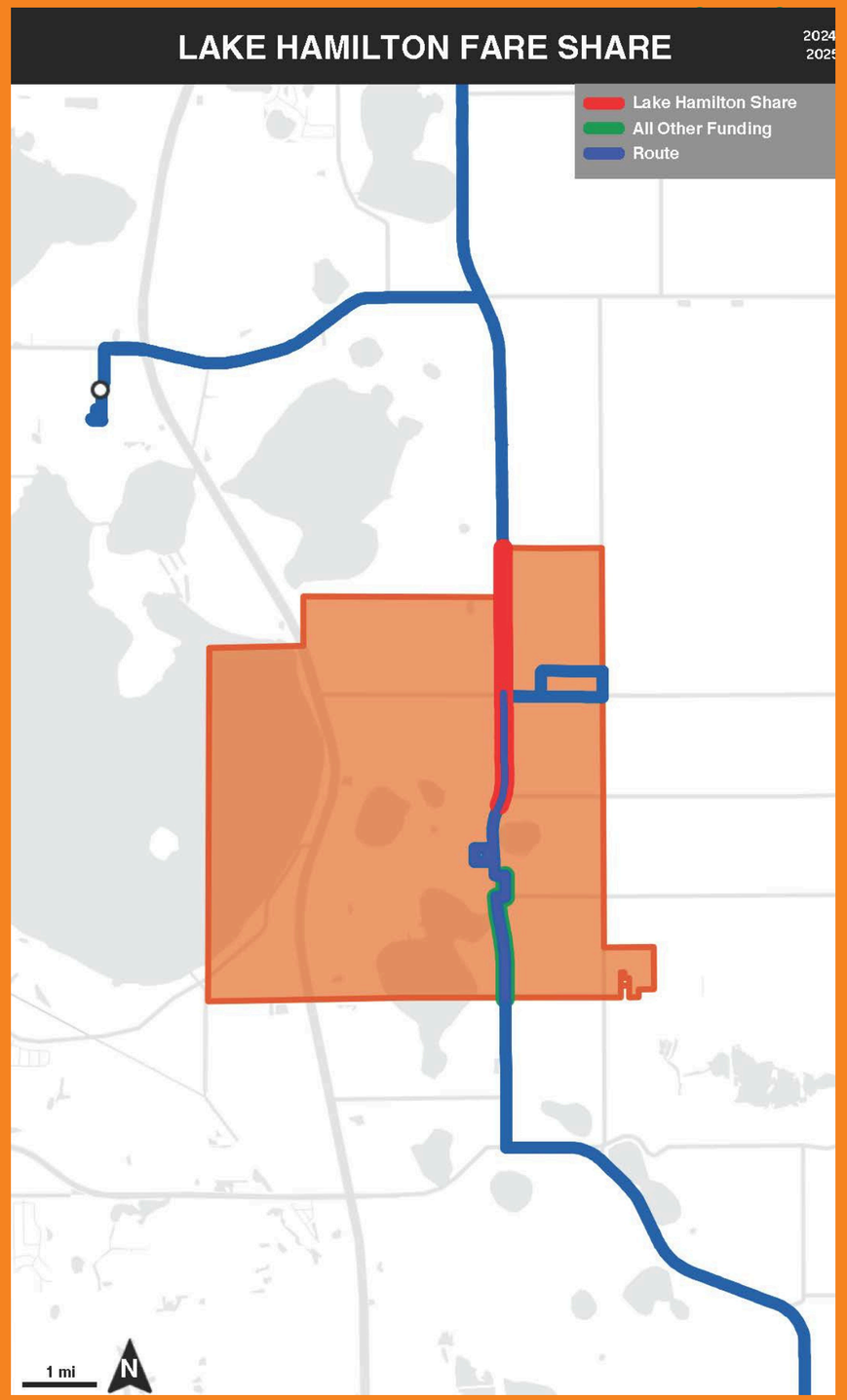


PARA TRANSIT SERVICES

TD Trips Jan. 2024-Jan. 2025

TD

32 Rides



MUNICIPAL CONTRIBUTION

Lake Hamilton

$ 12,345.66

2022 TO NOW

2022

Population	Miles	Full Amount	Contracted Amount
1,537	14,293	$113,490.20	10,000

Based on $7.94 VRM rate

2026

Population	Miles	Full Amount	Contracted Amount
3,139	14,293	145,507.59	12,345.66

Based on $10.18 VRM rate

PROPOSED MUNICIPAL CONTRIBUTION

Year 1

$ 12,839.49

Year 2

$ 13,353.07

CitrusConnection

PROGRESS IN MOTION

QUESTIONS?

6.A

Town of Lake Hamilton

Town Council
Agenda Summary Report

TO:

THROUGH:

FROM:

AGENDA ITEM: May 26, 2026, Workshop Meeting minutes

DATE: July 7, 2026

SUMMARY & RECOMMENDATION:

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☐

If Yes, Please Explain:

RECOMMENDATION:

ATTACHMENT(S):
May 26, 2026, Workshop Meeting Minutes.pdf

TOWN OF LAKE HAMILTON MINUTES
TOWN COUNCIL SPECIAL MEETING
TUESDAY, MAY 26, 2026, 6:00 PM

The Town Council of Lake Hamilton held a Town Council Special Meeting on Tuesday, May 26, 2026, at 100 Smith Ave., Lake Hamilton, FL 33851.

CALL TO ORDER
Mayor Hall called the meeting to order at 6:00 pm.

INVOCATION
Led by Vice Mayor Mathis.

PLEDGE OF ALLEGIANCE
Led by all.

ROLL CALL
Hall, Mathis, Ortega, Collier, and Demanche were present.

SPECIAL MEETING BUSINESS
Town Attorney Franceska Sabatini updated the Town Council with Legislative bills that passed from the last session. She also presented an overview of Robert Rules and procedures.

Captain Ortiz presented an overview of the Police Department update from 2020 to now.

Public Works Director Henry updated the Council on the utility department and how the Town has built in just two years infrastructure more than in 100 years.

Town Administrator Sandoval presented to the Council updates on behalf of the Community Development department and Finances Department.
She also updated the Council on the operations, policies and procedures of the Town.

Town Clerk Borja presented an overview of her duties with the Council that include oaths, Town Seal, record keeping, contracts, deeds, Public notices, all the Town Boards, Bids, RFQs, agendas, Florida Statue requirements and compliance, records management liaison officer with the state, Supervisor of elections and among many other duties. She wanted to note that this election the Town had an increase of 16% turn out since last year while other cites saw declines.

ADJOURNMENT
Mayor Hall adjourned the meeting at 9:22 pm

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Allegiance. You may remain seated within the Town Council Chambers or exit the Town Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

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ATTEST:

_____
Phyllis Hall, Mayor

_____
Jacqueline Borja, Town Clerk

_____
Brittney Sandoval, Town Administrator

6.B

Town of Lake Hamilton

Town Council
Agenda Summary Report

TO:

THROUGH:

FROM:

AGENDA ITEM: June 2, 2026, Regular Council Meeting Minutes

DATE: July 7, 2026

SUMMARY & RECOMMENDATION:

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☐

If Yes, Please Explain:

RECOMMENDATION:

ATTACHMENT(S):
June 2, 2026 Regular Council Meeting Minutes.pdf

TOWN OF LAKE HAMILTON MINUTES TOWN COUNCIL REGULAR MEETING TUESDAY, JUNE 2, 2026, 6:00 PM

The Town Council of Lake Hamilton held a Town Council Regular Meeting on Tuesday, June 2, 2026, at 100 Smith Ave., Lake Hamilton, FL 33851.

CALL TO ORDER

Vice Mayor Mathis called the meeting to order at 6:00 pm.

INVOCATION

Led by Howard Cone.

PLEDGE TO ALLEGIANCE

Led by all.

ROLL CALL

Mathis, Ortega, Collier, and Demanche were present. Mayor Hall was absent.

PRESENTATION

Chief Votour Presentations and Swear ins.

Town Clerk swore in officers and Captain Ortiz recognize Officers Giovanni for his promotion, Officer Yanes for saving cadets from drowning and Officer Hernandez for aiding in a hit and run chase.

Ceremonial Recognition

Vice Mayor Mathis presented a plaque to recognize Cora Roberson for serving the Town 19 years as a Council Member.

Awards Presentation

Town Administrator Sandoval presented the Employee of the quarter award to Edwin.

CONSENT AGENDA

Note: Members of the Council may remove items from the Consent Agendas if they wish to discuss them. Requests for removal need to be made known to the Mayor under the Approval of the Order of Business at the beginning of the meeting.

Motion made by Collier and a second by Ortega to approve Consent Agenda
A roll call vote was taken. Mathis aye, Ortega aye, Collier aye, and Demanche aye. **Motion passed 4-0.**
Parks & Recreation Board Application and **May 5, 2026, Regular Council Meeting minutes**

PUBLIC COMMENT – NON-AGENDA ITEMS (Limited to 3 Minutes)

Howard Cone commented.

Town Administrator Sandoval requested the Council to add item on the agenda, Change order #5. Motioned made by Demanche and second by Collier to approve adding changer order #5 to the agenda. A roll call vote was taken. Mathis aye, Ortega aye, Collier aye, and Demanche aye. **Motion passed 4-0.**

OLD BUSINESS

Second Reading and Adoption of Ordinance O-2026-XX: an applicant-initiated amendment

amending the future land use classification of one (1) parcel comprising +/- 11.16 acres (parcel identification number: portion of 272817-000000-011030, generally located along the south side of Kokomo Road, approximately 400 ft. east of US 27 from Town Agricultural Lands (AG) to Town Commercial Service (CS).

First Reading of Ordinance was held on April 7, 2026.
The applicant requested the item to be continue to next upcoming meeting on July 7th, 2026.
The Council was all in consensus.
Motion made by Demanche and a second by Ortega to continue Second Reading and Adoption of Ordinance O- 2026-XX to the July 7, 2026 Meeting: an applicant-initiated request amending the zoning classification of a parcel comprising +/-11.16 acres (parcel identification number: portion of (272817-000000 -011030), generally located along the south side of Kokomo Road, approximately 400 ft. East of US 27, from Town Agricultural (AG) to Town Highway Commercial (C-1). First Reading of Ordinance was held on April 7, 2026.
A roll call vote was taken. Mathis aye, Ortega aye, Collier aye, and Demanche aye. **Motion passed 4-0.**

Second Reading and Adoption of Ordinance O-2026-XX; an applicant-initiated request amending the zoning classification of a parcel comprising +/-11.16 acres (parcel identification number: portion of (272817- 000000- 011030), generally located along the south side of Kokomo Road, approximately 400 ft. East of US 27, from Town Agricultural (AG) to Town Highway Commercial (C-1).

First Reading of Ordinance was held on April 7, 2026.
The applicant requested the item to be continue to next upcoming meeting on July 7th, 2026.
The Council was all in consensus.
Motion made by Demanche and a second by Collier to continue Second Reading and Adoption of Ordinance O-2026-XX; an applicant-initiated request amending the zoning classification of a parcel comprising +/ -11.16 acres (parcel identification number: portion of (272817-000000-011030), generally located along the south side of Kokomo Road, approximately 400 ft. East of US 27, from Town Agricultural (AG) to Town Highway Commercial (C-1). First Reading of Ordinance was held on April 7, 2026.
A roll call vote was taken. Mathis aye, Ortega aye, Collier aye, and Demanche aye. **Motion passed 4-0.**

Continued from the May 5, 2026 Regular Council Meeting- Consider Interlocal Agreement with Grady Judd, Polk County Sheriff's Office, for Telecommunication and IT Services.
The Chief of police Votour presented the item to Town Council.
Council Member Demanche was not prepared to vote and requested the item be continue to the next meeting.
Motion made by Demanche and a second by Collier to continue Interlocal Agreement with Grady Judd, Polk County Sheriff's Office, for Telecommunication and IT Services to the next upcoming Regular Council Meeting on July 7,2026.
A roll call vote was taken. Mathis aye, Ortega aye, Collier aye, and Demanche aye. **Motion passed 4-0.**

NEW BUSINESS

Resolution R-2026-XX FY 25-26 Budget Amendment for Police Department Uniform Budget.
Chief of Police Votour presented the item to Council.

Mrs.Demanche commented there was an error in the GL account.
Town Administrator Sandoval agreed and said for the record the correct Gl code is 001-521-056.
Vice Mayor Mathis opened the hearing for public comments.
There was no comments made; hearing was closed.
Motion made by Demanche and a second by Ortega to approve Resolution R-2026-XX FY 25-26 Budget Amendment for Police Department Uniform Budget.
A roll call vote was taken. Mathis aye, Ortega aye, Collier aye, and Demanche aye. **Motion passed 4-0.**

Consider Approval of Engagement Agreement for Special Utility Legal Counsel with DARROWEVERETT LLP and Attorney Gerald T. Buhr for the Wastewater Utility System. Public Works Director presented the item to the council.

Motion made by Collier and a second by Demanche to approve Engagement Agreement for Special Utility Legal Counsel with DARROWEVERETT LLP and Attorney Gerald T. Buhr for the Wastewater Utility System.
A roll call vote was taken. Mathis aye, Ortega aye, Collier aye, and Demanche aye. **Motion passed 4-0.**

Consider Approval of Change Order No. 2 for the Lake Hamilton Monroe St WTP and Offsite Wellfield Project in the amount of $785,908.70 and the authority for the Town Administrator to approve up to $387,032.30 in Contingencies for this project.
Public Works Director Henry presented the item to the Council.
Council Member Collier asked about the history of the project.
Motion made by Demanche and a second by Collier to approve Change Order No. 2 for the Lake Hamilton Monroe St WTP and Offsite Wellfield Project in the amount of $785,908.70 and the authority for the Town Administrator to approve up to $387,032.30 in Contingencies for this project
A roll call vote was taken. Mathis aye, Ortega aye, Collier aye, and Demanche aye. **Motion passed 4-0.**

Consider Authorizing the Expenditure of Impact Fee Funds for the Lake Hatchineha Road Asbestos Cement Water Main Replacement Project Utilizing Existing Piggyback Contract. Public Works Director Henry presented the item to the Council.
Motion made by Ortega and a second by Demanche to authorize the Expenditure of Impact Fee Funds for the Lake Hatchineha Road Asbestos Cement Water Main Replacement Project Utilizing Existing Piggyback Contract.
A roll call vote was taken. Mathis aye, Ortega aye, Collier aye, and Demanche aye. **Motion passed 4-0.**

Resolution R-2026 -XX authorizing the third-party sale and public consumption of alcohol for the July 3, 2026 Town event.

Town Administrator Sandoval presented the item to the Council.
The Council discussed.
Vice Mayor Mathis opened the hearing to public comments.
Cora Roberson commented on the history of the July event in Lake Hamilton.
Marlene Wagner commented as well on the traditions for the July event to allow alcohol.
Howard Cone commented on the Council needs to vote no.
The Council asked Captain Ortiz on the event, he commented there will be a heavy police presence so there shouldn't be problems.
Motion made by Ortega and a second by Mathis to approve Resolution R-2026-XX authorizing the third-party sale and public consumption of alcohol for the July 3, 2026, Town event.
A roll call vote was taken. Mathis nay, Ortega aye, Collier nay, and Demanche nay. **Motion failed 1-3.**

Change Order #5 WWTF Phase 2 to pay CenState invoice for projects conducted in the amount of 36,501.53. Public Work Director Henry presented the item to the Council.
Motion made by Demanche and a second by Collier to approve Order #5 WWTF Phase 2 to pay CenState invoice for projects conducted in the amount of $36,501.53.
A roll call vote was taken. Mathis aye, Ortega aye, Collier aye, and Demanche aye.
Motion Passed 4-0.

STAFF REPORTS

Town Administrator Sandoval: She submitted the staff report to the Town Council. She updated the Council on the July event preparations. The July event will be on July 3rd on a Friday. Currently staff is working with the Juneteenth organization for their upcoming event. She also mentioned to the Council on July 6th the City Hall will be closed for the Independence Day. She announced Port 27 will be conducting a 5k on Sunday of Father's day. She also discussed with the Council the boat ramp on Sample Park and if they like the rough draft for additional parking. Public Work Director Henry elaborated on the process. The Council discussed.
Cora Roberson commented.
Marlene Wagner commented.

Motioned made by Collier and second by Ortega to direct staff the Town Attorney to look into the Sample deed.
The council was all in consensus. Motioned passed 4-0

Town Clerk: She informed the Council of the upcoming Chamber Luncheon on June 18th at 11:30 am in Tom Fellows Davenport. As well as the Ridge Dinner on Thursday, June 11th in Tom Fellows, Davenport. She also reminded them on the August 7th Pig Roast at 6pm with the chamber that the Town will sponsor. She also reminded the Council if they have not already to submit their form 1 before the July 1st deadline. She also announced the Florida League of Cities legislative Police committee are open for registration. If interested to please let her know.

Town Attorney: He assured the council he would look into the Sample deed. He also updated the Council on the foreclosure case.

Council Comments:

Motioned made by Demanche and second by Collier to have a workshop on July 2, 2026, at 6pm to review the agenda.
The Council was all in consensus. Motioned Passed 4-0.

Council Member Collier asked the Public Works Director Henry for water reports.

Motioned made by Collier and second by Demanche to buy $200 worth of yard signs from the Town Council budget to announce the regular council meeting on Tuesday and time. The Council was all in consensus. The motioned passed 4-0.

ADJOURNMENT

Vice Mathis adjourned the meeting at 8:41 pm.

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ATTEST:

_____
Phyllis Hall, Mayor

_____
Jacqueline Borja, Town Clerk

_____
Brittney Sandoval, Town Administrator

8.A

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Planning Commission

FROM: Shawna Schuette, Assistant Planner I

AGENDA ITEM: Second Reading and Adoption of Ordinance O-2026-XX: an applicant-initiated amendment amending the future land use classification of one (1) parcel comprising +/-11.16 acres (parcel identification number: portion of 272817-000000-011030, generally located along the south side of Kokomo Road, approximately 400 ft. east of US 27 from Town Agricultural Lands (AG) to Town Commercial Service (CS).

First Reading of Ordinance was held on April 7, 2026. Continued from June 2, 2026 Regular Council Meeting.

DATE: July 7, 2026

SUMMARY & RECOMMENDATION: The applicant is requesting a Future Land Use change from Town Agricultural Lands (AG) to Town Commercial/Service. The applicant also has a companion rezoning application requesting Town Highway Commercial (C-1) to facilitate a commercial development. The attached staff report provides an analysis of the request.

Council may consider the request if it determines whether it is consistent with the Comprehensive Plan and compatible with the surrounding area.

CONSENT AGENDA ☐ **OLD BUSINESS** ☒ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: N/A

RECOMMENDATION:

ATTACHMENT(S):
Ordinance_O-26-XX_-_KG_FLU_Commercial.pdf

Kokomo_Groves_Commercial_FLU_Staff_Report__1_.docx
Business Impact Estimate Form Kokomo Groves.pdf
Affidavit - Notice of Hearing 2026-05-18 Commerical EXECUTED.pdf
Kokomo Grove Environmental Study (1).pdf

ORDINANCE O-26-XX

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, POLK COUNTY, FLORIDA AMENDING THE FUTURE LAND USE CLASSIFICATION OF ONE (1) PARCEL COMPRISING +/-11.16 ACRES (PARCEL IDENTIFICATION NUMBER: PORTION OF 272817-000000-011030, GENERALLY LOCATED ALONG THE SOUTH SIDE OF KOKOMO ROAD, APPROXIMATELY 400 FT. EAST OF US 27 FROM TOWN AGRICULTURAL LANDS (AG) TO TOWN COMMERCIAL SERVICE (CS); TRANSMITTING SAID AMENDMENT TO FLORIDA COMMERCE FOR NOTIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR REPEALS; PROVIDING FOR CODIFICATION; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIBENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3161 through 163.3215, Florida Statutes, the Community Planning Act, empowers and mandates the Town of Lake Hamilton, Florida, to plan for future development and growth and to adopt and amend comprehensive plans, or elements or portions thereof, to guide their future development and growth; and

WHEREAS, Kokomo Grove LLC. An active Florida corporation (the "Applicant") requests to change the Future Land Use from Town Agricultural Lands (AG) to Town Commercial/Service (CS) classification on approximately +/-11.16 acres generally located along the south side of Kokomo Road, approximately 400 ft. East of US 27, legally described in Exhibit "A"; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Town Council held a public hearing on the small-scale Future Land Use Amendment as shown in Exhibit "B", with due public notice having provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents; and

WHEREAS, in exercise of its authority the Town Council has determined it necessary to adopt this Map Amendment to the Town's Comprehensive Plan, which are attached hereto as Exhibit "B" and is attached and made a part thereof to ensure that the Plan is in full compliance with the Laws of the State of Florida ; to preserve and enhance present advantages ; encourage the most appropriate use of the land, water and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the Town of Lake Hamilton.by this reference made a part hereof, to ensure that the Comprehensive Plan is in full compliance with the laws of the State of Florida; and

NOW, THEREFORE BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA:

SECTION 1. ORDINANCE PROVISIONS.

The provisions set forth in the recitals of this Ordinance (whereas clauses) are hereby adopted by the Town Council as legislative findings and intent of the Ordinance.

SECTION 2. AMENDMENT TO THE FUTURE LAND USE MAP.

The Future Land Use Map of the Town's Comprehensive Plan is hereby amended and reflect the change the Future Land Use from Town Agricultural Lands (AG) to Town Commercial/Service (CS) classification for the subject properties as legally described in Exhibit "A" and mapped as shown on Exhibit "B" which is attached and made part hereof.

SECTION 3. TRANSMITTAL TO AGENCIES:

A copy shall be provided to the Florida Commerce and review agencies as required by Section 163.3187, Florida Statutes.

SECTION 4. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason held unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Lake Hamilton, Florida, by and through Town Council, hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more section, subsection, sentence, clause or phrases be declared unconstitutional.

SECTION 5. CONFLICTS.

All ordinances and/or resolutions or parts of ordinances and/or resolutions which are in conflict with this ordinance are hereby repealed but only to the extent necessary to alleviate the conflict but shall continue in effect insofar as they are not in conflict herewith.

SECTION 6. REPEALING.

All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. CODIFICATION.

An official, true, and correct copy of this Ordinance and the Town's Comprehensive Plan, as adopted and amended from time to time, shall be maintained by the Town Clerk. The Town Clerk shall make copies available to the public for a reasonable publication charge

SECTION 8. ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS.

Sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Administrator or his/her designee, without need of public hearing, by filing a corrected or re- codified copy of same with the Town Clerk.

SECTION 9. EFFECTIVE DATE.

The small-scale amendment shall not become effective until thirty-one (31) days after adoption. If challenged within thirty (30) days after adoption, the amendment shall not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a final order determining the adopted amendment is in compliance.

INTRODUCED AND PASSED on first reading at the regular meeting of the Town Council of Lake Hamilton, Florida, held this ___ day of ___, 2026.

PASSED AND ADOPTED on second reading at the Regular meeting of the Town Council of Lake Hamilton, Florida, held this ____ day of ___, 2026.

TOWN OF LAKE HAMILTON, FLORIDA

_____
PHYLLIS HALL, MAYOR

ATTEST WITH SEAL:

_____
JACQUELINE BORJA, TOWN CLERK

APPROVED AS TO FORM:

_____
ANTHONY SABATINI, TOWN ATTORNEY

Record of Vote	**Yes**	**No**
Roberson		
Mathis		
Demanche		
Hall		

EXHIBIT "A"

TOWN OF LAKE HAMILTON
COMPREHENSIVE PLAN AMENDMENT
Ordinance O-26-xx

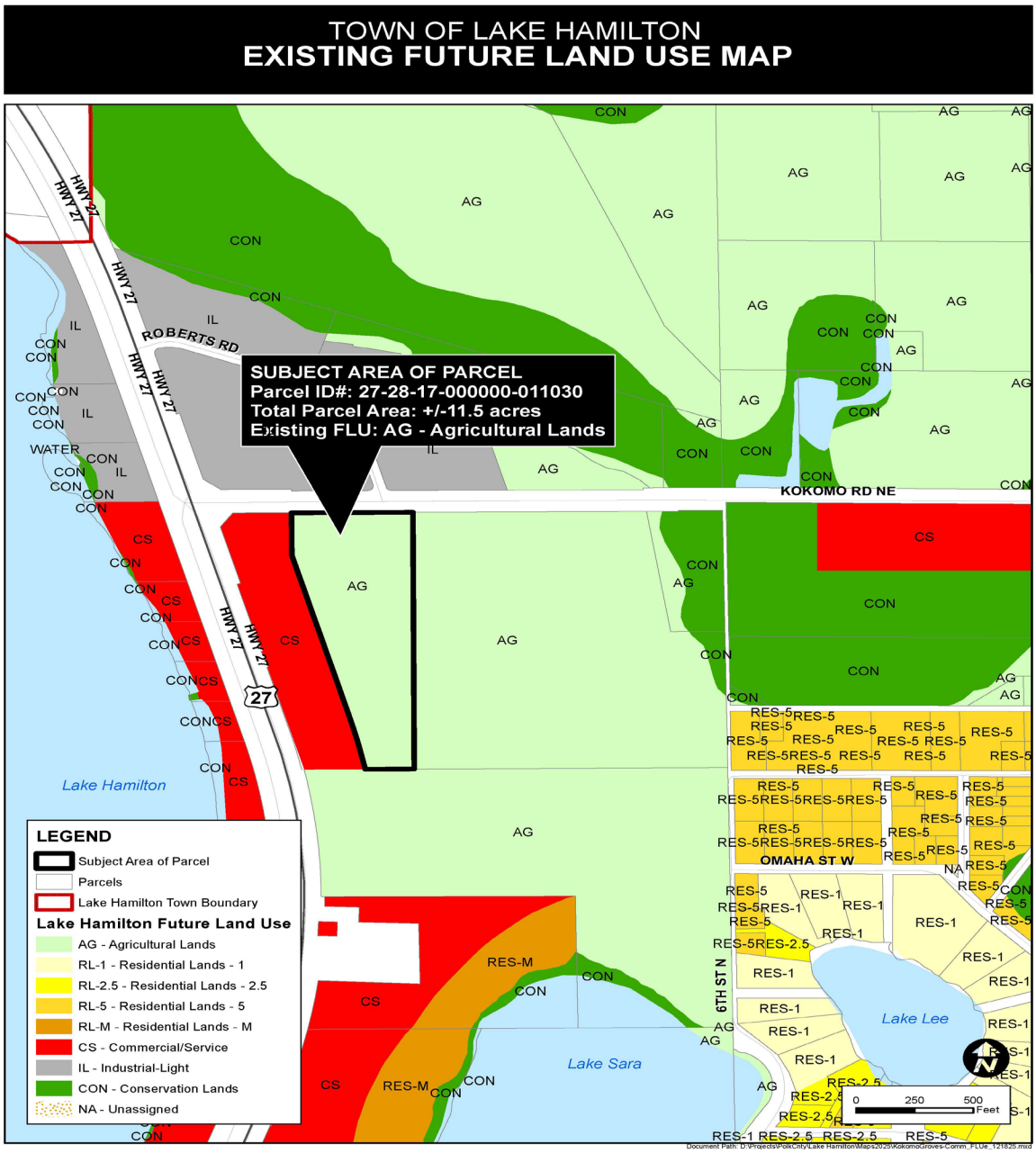
Kokomo Grove LLC.

Legal Description

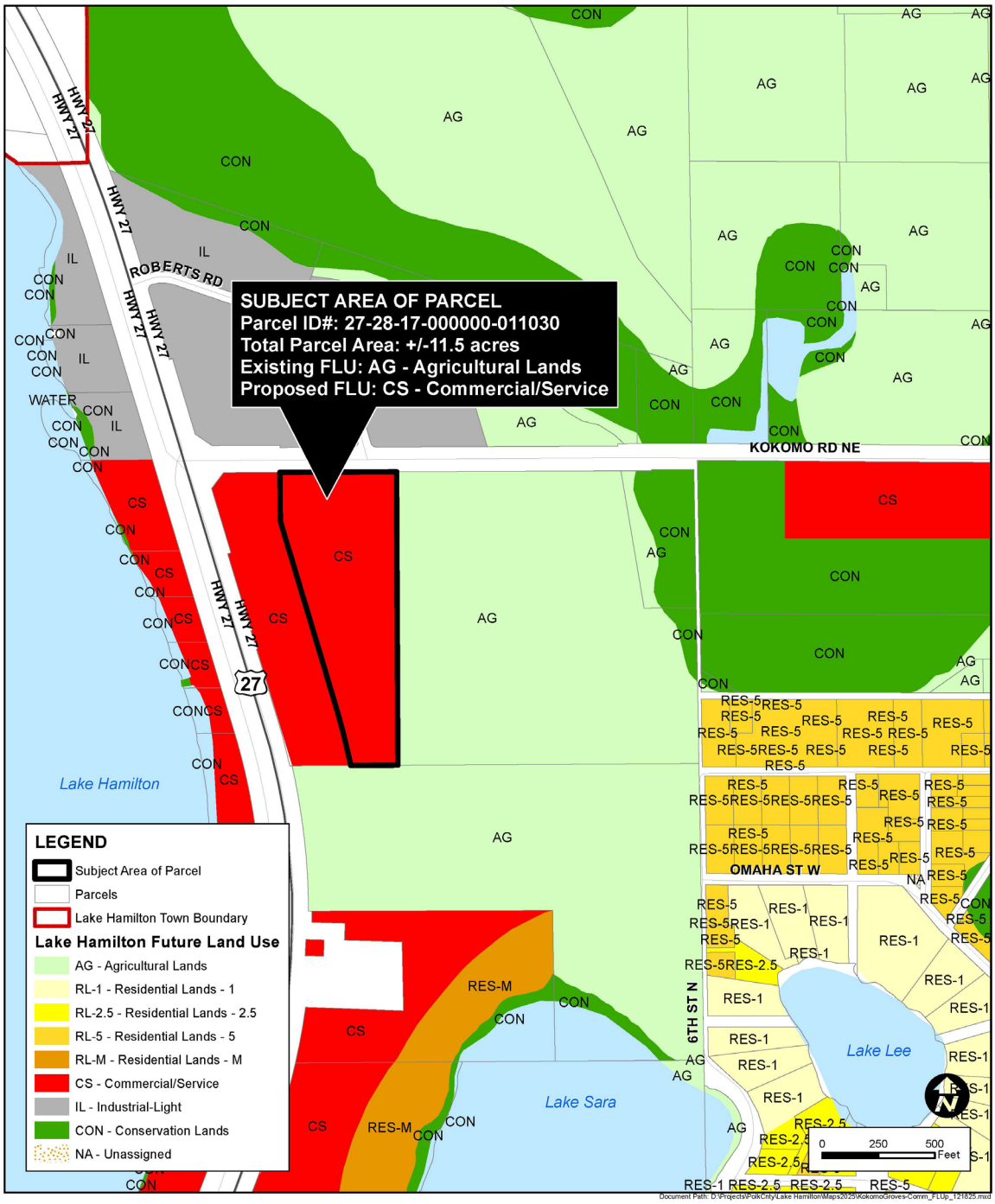
COMMENCE FROM THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA AND RUN THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, S89°45'06"W A DISTANCE OF 1328.95 FEET; THENCE S00°14'54"E A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD S-546 (KOKOMO ROAD) ACCORDING TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 16503-2602, AND THE POINT OF BEGINNING. THENCE S00°14'54"E A DISTANCE OF 1299.52 FEET TO THE SOUTH LINE OF THE NORTH 22 FEET OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17; RUN THENCE ALONG SAID SOUTH LINE OF THE NORTH 22 FEET, S89°47'07"W A DISTANCE OF 199.22 FEET TO A NON TANGENT AND NON RADIAL POINT ON A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 3254.79 FEET, A DELTA ANGLE OF 05°00'48”, AND A CHORD WHICH BEARS N14°13'23”W A CHORD DISTANCE OF 284.70 FEET, SAID CURVE BEING CONCENTRIC AND 265.00 FEET RADIALLY EAST FROM THE EAST RIGHT OF WAY LINE OF STATE ROAD 25 (U.S. HIGHWAY 27) ACCORDING TO STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 1618-202; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 284.79 FEET; RUN THENCE ALONG A LINE PARALLEL AND OFFSET 265.00 EAST OF SAID EAST RIGHT OF WAY LINE, N16°43'46”W A DISTANCE OF 842.11 FEET; THENCE N00°14'54”W A DISTANCE OF 215.62 FEET TO SAID SOUTH RIGHT OF WAY LINE OF S-546 (KOKOMO ROAD). RUN THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N89°45'06”E A DISTANCE OF 506.88 FEET TO THE POINT OF BEGINNING.

Parcel (portion of): 272817-000000-011030

EXHIBIT "B"
Excerpts from Future Land Use Map:



TOWN OF LAKE HAMILTON
PROPOSED FUTURE LAND USE MAP



Town of Lake Hamilton

Town
Council
FLU Staff Report
May 5, 2026

TO: LAKE HAMILTON TOWN COUNCIL

FROM: **Community Development**

SUBJECT: **FUTURE LAND USE MAP AMENDMENT**
Ordinance 2026-xx: An applicant-initiated amendment to the Future Land Use Map of the Town of Lake Hamilton specifically changing the Future Land Use Map designation for a portion of a parcel that totals approximately 11.16 acres, generally located along the south side of Kokomo Road, approximately 400 ft. east of US 27 (portion of parcel 272817-000000-011030, from Agricultural Lands (AG) to Commercial/Service (CS).

AGENDA & HEARING DATES:

Town Council Meeting (First Reading): May 5, 2026; 6:00 PM
Town Council Meeting (Second Reading): June, 2 2026 6:00PM

Attachments
Location Map Aerial Photo | Existing Future Land Use Map | Proposed Future Land Use Map | Ordinance 2026-xx Kokomo Grove Future Land Use

Overview:

APPLICATIONS	
Owner	Kokomo Grove, LLC.
Agent	Tim Campbell, Esq.
Property Size	± 11.16 acres
Property Location	Generally located along the south side of Kokomo Road, approximately 400 ft. east of US 27
Parcel ID	(portion of parcel 272817-000000-011030
Future Land Use: Existing	Town Agricultural Lands (AG)
Future Land Use: Proposed	Town Commercial/Service (CS)

BACKGROUND AND REASON FOR REQUEST:

The applicant is requesting a Future Land Use change from Town Agricultural Lands (AG) to Town Commercial/Service. The applicant has a companion rezoning application requesting Town Highway Commercial (C-1) to facilitate a commercial development. Descriptions for both the existing and proposed Future Land Use are provided as follows:

Town of Lake Hamilton Comprehensive Plan, Future Land Use Element, Policy

Existing Future Land Use:

Policy 1.2.2: Agriculture Lands (AG)

a) **Purpose:**
The primary functions of Agricultural Lands, as designated on the Future Land Use Map, shall be to protect and encourage areas which have a long-term agricultural character, while providing for low density residential use, and to protect unique native habitats and maintain open space.

b) **Range of Potential Uses:**
Citrus groves, farms, ranches, agro-industrial uses, agricultural service establishments, agriculturally-compatible residential uses, rural residential uses, mining, transmission towers, wells and storage tanks.

c) **Range of Potential Density/Intensity:**
The maximum gross residential density is 0.2 dwelling units per acre and the maximum floor area ratio for non-residential development

Proposed Future Land Use:

1.2.8: Commercial/Service (CS)

a) **Purpose:**
Identification of areas which are established for commercial uses of a service nature, including highway oriented businesses, and which are restricted in permissive use and/or intensity in direct relationship to their specific location.

b) **Range of Potential Uses:**

Motels, restaurants, curio shops, fruit sales, recreation uses, automotive service stations, automotive sales and service, machinery and equipment assembly and repair, warehousing, and public or semi-public uses.

c) Range of Potential Density/Intensity:

The maximum floor area ratio for non-residential development shall not exceed 0.5.

OBJECTIVE 5.1: DESIGNATE AREAS FOR THE DEVELOPMENT OF RETAIL COMMERCIAL AREAS AT LOCATIONS AND INTENSITIES WHICH WILL BE COMPATIBLE WITH THE ESTABLISHED FUNCTIONAL AND AESTHETIC CHARACTER OF THE COMMUNITY.

Policy 5.1.1: Encourage the grouping of related retail commercial uses within individual commercial centers or areas so as to define and strengthen the function of said areas, to provide convenient shopping opportunities, and to permit the efficient provision and use of public facilities and services.

Policy 5.1.2: Utilize the zoning regulations to establish the grouping and concentration of retail commercial uses at nodal points in the community having immediate access to the major roadway system and to necessary public facilities and services.

This request can be considered to meet Polices 5.1.1 and 5.1.2.

COMPREHENSIVE PLAN COMPATIBILITY:

Table 1 includes the density/intensity for the amendment to the Future Land Use Map request for the property, the potential change could result in a potential increase of 243,000 sq.ft of non-residential.

Table 1:
Analysis of Impacts from Proposed Future Land Use Map Amendment

	Existing FLU: Agricultural Lands (AG) 11.16 (acres)	**Proposed FLU: Commercial Service (CS) (11.16 acres)**
Density/Intensity	1 du/ac No Commercial	FAR 0.5
Density Potential	11 dwellings	243,000 sq.sf. of non -residential
Difference	No commercial	No residential

The proposed Future Land Use, can be considered compatible with the Comprehensive Plan conditions and can be considered compatible with the surrounding area based on the Future Land Uses assigned to nearby properties within the Town limits. More information is available in the Land Use Analysis located below:

Land Use Analysis:

The subject property is surrounded by properties within the incorporated Town limits, which has been assigned Town Agricultural Lands (AG) to the East a FLU amendment application to Residential Lands (RL-5) has been submitted; Town Agricultural Lands (AG) to the South; Across Kokomo Rd. to the North is Industrial Light (IL); and to the West is Commercial Service (CS) owned by the same owner.

To the East is a vacant property with a proposed residential PUD zoning under same (ownership). The property to the north is developed with warehouses, zoned Industrial (M-1). To the South is vacant agricultural property, zoned AG. To the West is vacant property zoned C-1 owned by the same party.

The Land Use Matrix below outlines the existing and proposed Future Land Use and zoning of the subject property and the adjacent properties. The proposed Future Land Use and Zoning Maps are also provided for reference.

Land Use Matrix

Northwest	North	Northeast
FLU: Town Industrial Light (IL) **ZONING**: Industrial (M-1) **EXISTING USE:** warehouses	**FLU: Town Industrial Light (IL)** **ZONING**: Industrial (M-1) **EXISTING USE:** warehouses	**FLU: Town Industrial Light (IL)** **ZONING**: Industrial (M-1) **EXISTING USE:** warehouses
West	**Subject Property**	**East**
FLU: Commercial Service **ZONING**: C-1 **EXISTING USE:** Vacant	**EXISTING FLU:** Agricultural **PROPOSED FLU:** Town C/S **EXISTING ZONING:** Town AG **PROPOSED ZONING:** Town C-1 (see companion application) **EXISTING USE:** Vacant	**FLU:** Agricultural **ZONING**: AG **EXISTING USE:** Vacant
Southwest	**South**	**Southeast**
FLU: Agricultural **ZONING**: C-1 **EXISTING USE:** Vacant	**FLU:** Agricultural **ZONING**: AG **EXISTING USE:** Vacant	**FLU:** Agricultural **ZONING**: AG **EXISTING USE:** Vacant

Public Facilities and Services Analysis:

The following is a summary analysis of the potential impacts on existing public facilities and services.

Potable Water

At this time, the Town can provide potable water for the development. An 8" water line exists along the north side of Kokomo Rd. The owner/developer will be responsible for the cost of any improvements related to the development of the subject property.

Sanitary Sewer

At this time, the Town can provide sanitary sewer for the development. An 8" force main exists along the South property line. The owner/developer will be responsible for the cost of any improvements related to the development of the subject property.

Transportation/Traffic:

The subject property has access to Kokomo Rd. to the North, which is maintained by the Town maintained. At this time, a traffic study was not conducted. When specific uses are identified, during a construction plan review, a traffic study will be provided and reviewed.

Trip generation rates using ITE code 822, 11th edition, anticipated to generate 1,055 ADT's and 128 peak hr trips. Please note: that this property will be developed in conjunction with the adjacent property to the West and will require a major traffic study at the time of construction plans are submitted for review.

Schools

The proposed commercial will not impact Polk County schools.

Recreation/Open Space:

There are no requirements for commercial to provide recreation/open space.

Emergency Services:

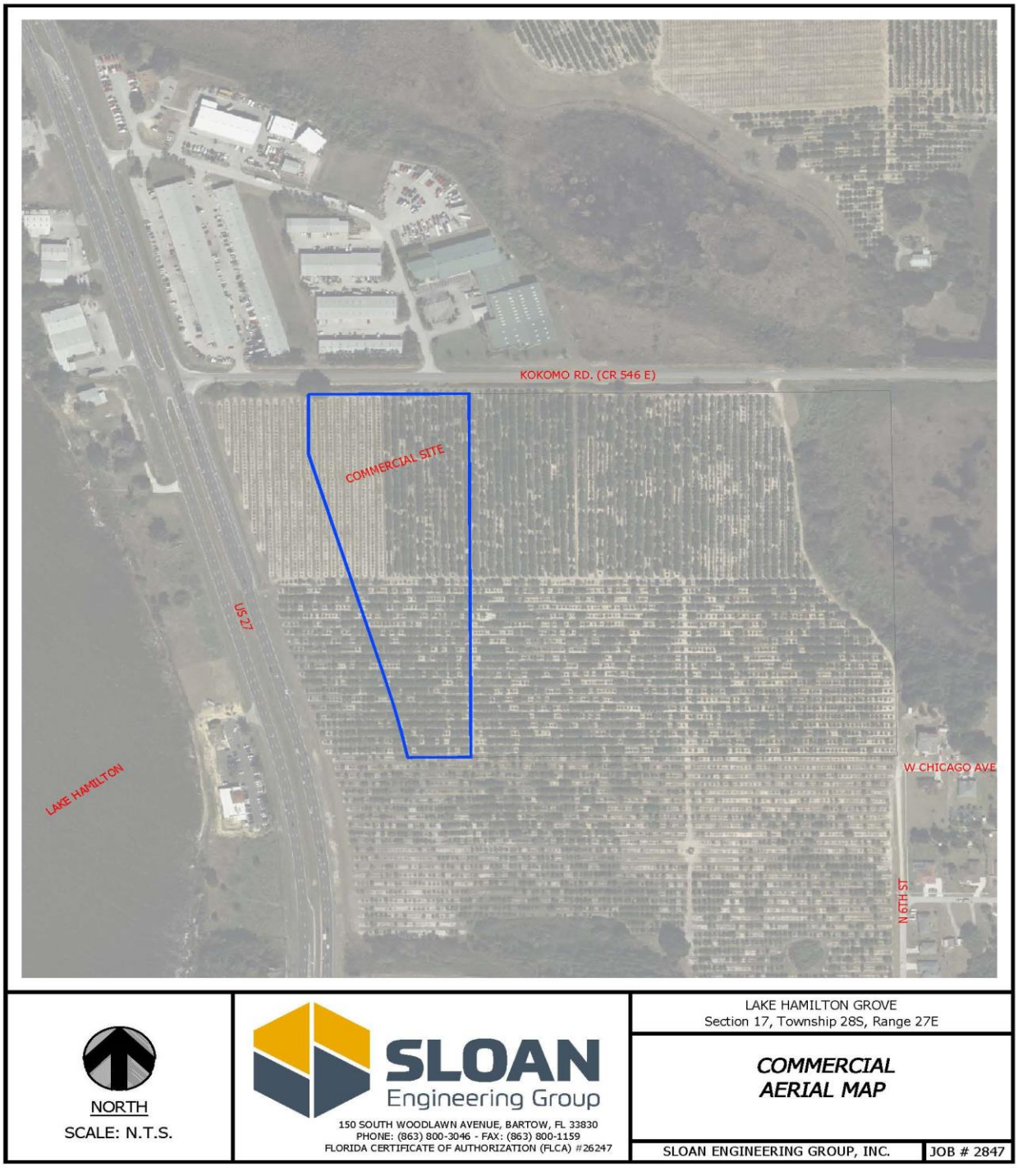
Emergency services for both City and County-operated facilities are all in close proximity to the subject property. Police, fire, and EMS are located within a 3-mile radius (by car) and travel time without sirens is 6 minutes or less.

- Polk County Fire Rescue – 1.5 Miles ~ 4 minutes
- Lake Hamilton Police Department – 1.5 Miles ~ 4 minutes
- Winter Haven Hospital Emergency Room – 9.9 miles ~ 22 minutes
- Lakeland Regional Hospital Emergency Room – 35.6 miles ~ 50 minutes

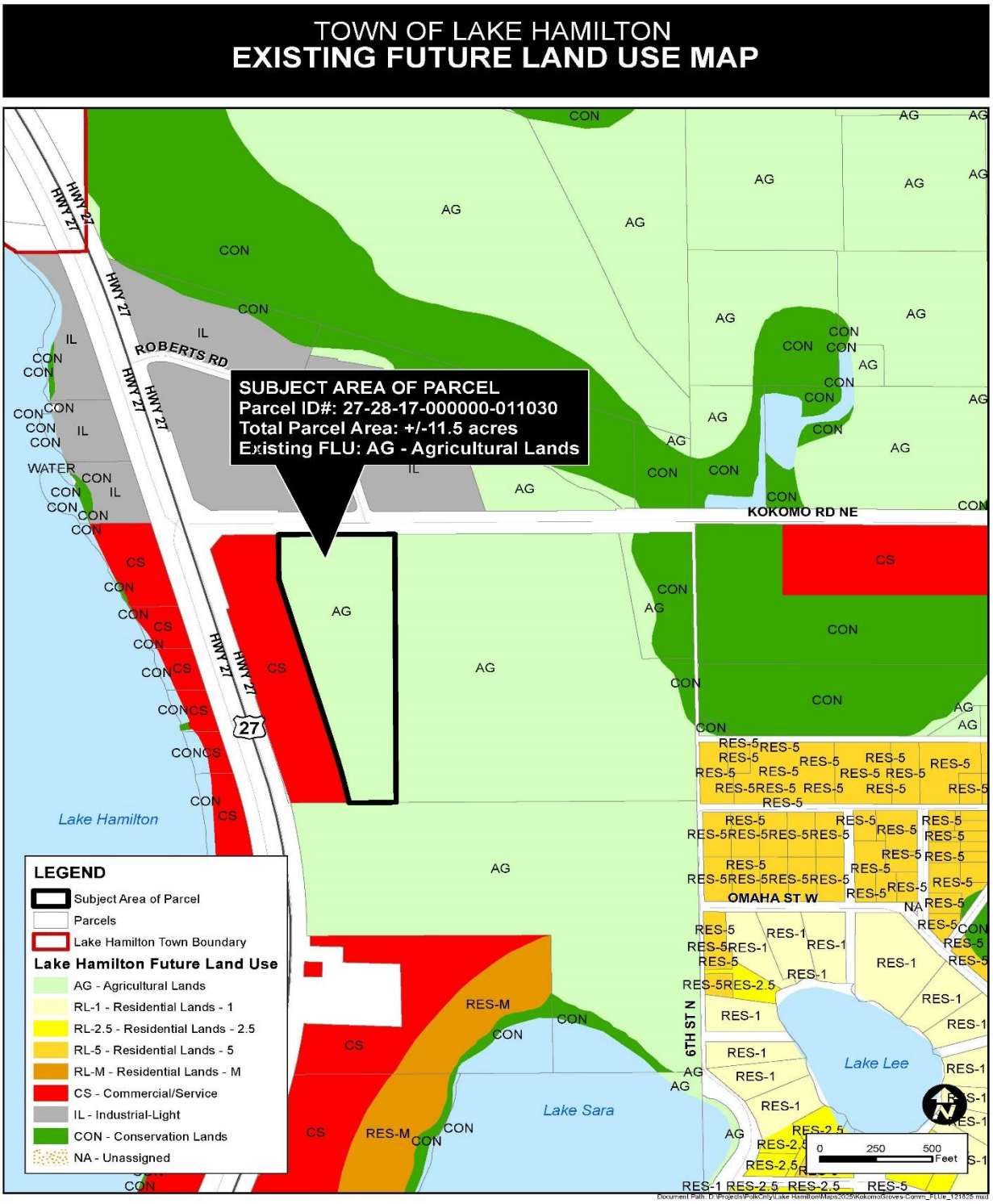
Environmental:
The site does not include wetland or floodplains. The applicant has provided an Environmental Assessment Report for review. No noteworthy observations were identified.

Recommendation:
Council may consider the request if it determines whether it is consistent with the Comprehensive Plan and compatible with the surrounding area.

AERIAL MAP
KOKOMO GROVE COMMERCIAL

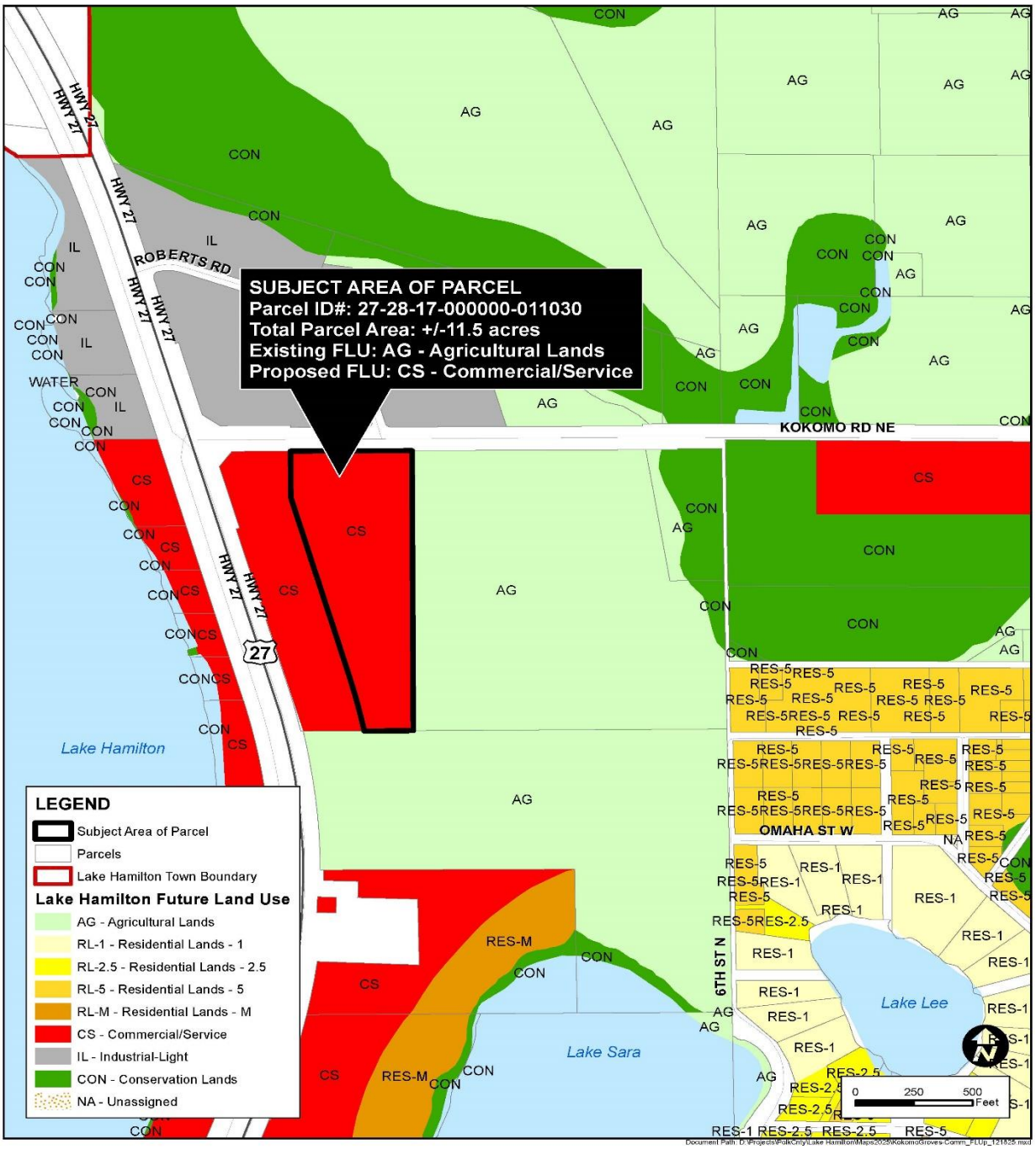


EXISTING FLU
KOKOMO GROVE COMMERCIAL



PROPOSED FLU
KOKOMO GROVE COMMERCIAL

TOWN OF LAKE HAMILTON
PROPOSED FUTURE LAND USE MAP



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on Lake Hamilton's website by the time notice of the proposed ordinance is published.

ORDINANCE O-26-XX AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, POLK COUNTY, FLORIDA AMENDING THE FUTURE LAND USE CLASSIFICATION OF ONE (1) PARCEL COMPRISING +/-11.16 ACRES (PARCEL IDENTIFICATION NUMBER: PORTION OF 272817-000000- 011030, GENERALLY LOCATED ALONG THE SOUTH SIDE OF KOKOMO ROAD, APPROXIMATELY 400 FT. EAST OF US 27 FROM TOWN AGRICULTURAL LANDS (AG) TO TOWN COMMERCIAL SERVICE (CS)

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means Lake Hamilton is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance. If no boxes are checked, the Business Impact Estimate Requirements Section will be completed. Lake Hamilton may, in its own discretion, determine to perform a Business Impact Estimate for ordinances exempted per Florida Statutes. This Business Impact Estimate may be revised following its initial posting.

REASON EXEMPTED FROM BUSINESS IMPACT ESTIMATE REQUIREMENTS

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

BUSINESS IMPACT ESTIMATE REQUIREMENTS

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, Lake Hamilton hereby publishes the following information:

1. **Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):** The proposed ordinance is exempt as this application is Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in Lake Hamilton, if any:**
   - **(a) An estimate of direct compliance costs that businesses may reasonably incur;**
   - **(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and**
   - **(c) An estimate of Lake Hamilton's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.**

3. **Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:**

4. **Additional information the governing body deems useful (if any):**

Prepared by and return to:
Timothy F. Campbell, Esquire
Clark, Campbell, Lancaster, Workman & Airth, P.A.
500 South Florida Avenue, Suite 800
Lakeland, Florida 33801
tcampbell@clarkcampbell-law.com

AFFIDAVIT

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Timothy F. Campbell (the "**Affiant**"), who deposes and says under penalties of perjury that:

1. As agent for the owner (Kokomo Grove, LLC), Timothy F. Campbell, President of Clark, Campbell, Lancaster, Workman & Airth, P.A., prepared and distributed by Certified Mail, notices of the June 2, 2026, Planning Commission meeting of the Town of Lake Hamilton on May 18, 2026 (the "**Notice of Public Hearing**"), to all adjoining and abutting property owners of the property identified as a portion of Polk County Parcel Identification Number 272817000000011030 (the "**Property**").

2. This affidavit (the "**Affidavit**") is given for the purpose of clearing any possible question to the preparation and distribution of the Notice of Public Hearing to all adjoining and abutting property owners of the Property pursuant to the requirements of the Town of Lake Hamilton Land Development Code.

Affiant further states that he is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts of this Affidavit and understands its context.

TIMOTHY F. CAMPBELL

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 19th day of May, 2026, by Timothy F. Campbell, ☒ who is personally known to me or ☐ has produced _____ as identification and who did take an oath.

MEGAN E. CHARITY
Commission # HH 779817
Expires March 17, 2030

Megan E. Charity
Notary Public
Printed Name: _____
My Commission Expires: _____

Orlando [Headquarters]
3025 East South Street
Orlando, FL 32803

Jacksonville
11235 St. Johns Industrial Pkwy N
Suite 2
Jacksonville, FL 32246

Key West
1107 Key Plaza
Suite 259
Key West, FL 33040

Lantana
445 West Lantana Road
Suite 5
Lantana, FL 33462

Tallahassee
2560-1 Barrington Circle
Tallahassee, FL 32308

Tampa
6011 Benjamin Road
Suite 101-B
Tampa, FL 33634

Denver
651 Garrison Street
#110
Lakewood, CO 80215

Raleigh-Durham
1408 Christian Avenue
Suite 11
Durham, NC 27705

Bismarck
4501 Coleman Street
Suite 103
Bismarck, ND 58503

Austin
3801 N Capital of TX Highway
Suite E-240
Austin, TX 78746

Midland
5114 West County Road 12
Midland, TX 79706

San Antonio
7700 Broadway Street
Suite 104
San Antonio, TX 78209

Orlando [Aquatic & Land
Management Operations]
3825 Rouse Road
Orlando, FL 32817

407.894.5969
877.894.5969
407.894.5970 fax

Bio-Tech Consulting
Environmental and Permitting

June 19, 2024

Steve McConn, Manager - Land Acquisitions
KB Home Orlando, LLC
9102 Southpark Center Loop, Suite #100
Orlando, Florida 32819

Proj: Kokomo Groves Site – Lake Hamilton, Polk County, Florida
Parcel IDs #27-28-17-000000-011030 and
#27-28-17-000000-011010
Section 17, Township 28 South, Range 27 East
(BTC File #125-251)
Re: Environmental Assessment Report

Dear Mr. McConn:

In June of 2024, Bio-Tech Consulting, Inc. (BTC) conducted an Environmental Assessment (EA) of the approximately 51-acre Kokomo Groves Site. This site is l located in Lake Hamilton, just southeast of the intersection of Kokomo Road NW (County Road 546 E) and Roberts Road, within Section 17, Township 28 South, Range 27 East, Polk County, Florida (**Figures 1 and 2**).

This EA conducted included the following elements:

- **general review of site topography;**
- **review of soil types mapped within the site boundaries;**
- **evaluation of land use types/vegetative communities present;**
- **delineation of any on-site wetland/surface water communities;**
- **field review for occurrence of protected flora and fauna; and,**
- **an overview of potential development constraints.**

info@bio-techconsulting.com www.bio-techconsulting.com

TOPOGRAPHY

Based upon the review of the USGS Topographic Map present in **Figure 3** (Winter Haven, Florida Quadrangle – 1959/Photorevised 1980), elevations on the subject property range from highs between +155 and +150 feet above the National Geodetic Vertical Datum of 1929 (NGVD) on a northwest-southeast oriented hilltop existing on the central portion of the site, to below +125 feet NGVD on the northeastern portion of the parcel, within a wetland area extending off-site to the northeast and east. In general, the site slopes from the hilltop on the central portion of the property to the northeast, east and southwest, towards wetland and surface water areas associated with Lake Hamilton.

SOILS

According to the Soil Survey of Polk County, Florida, prepared by the U.S. Department of Agriculture (USDA) and the Natural Resources Conservation Service (NRCS), five (5) soil types occur within the subject property boundaries (**Figure 4**). These soil types include the following:

- **Candler sand, 0 to 5 percent slopes (#3)**
- **Tavares fine sand, 0 to 5 percent slopes (#15)**
- **Smyrna and Myakka fine sands (#17)**
- **Adamsville fine sand, 0 to 2 percent slopes (#31)**
- **Hontoon muck, frequently ponded, 0 to 1 percent slopes (#35)**

The following presents a brief description of each of the soil types mapped for the subject site:

Candler sand, 0 to 5 percent slopes (#3) is an excessively drained soil found on uplands and knolls on the flatwoods. Slopes are smooth to concave. The surface layer of this soil type generally consists of dark brown sand about 6 inches thick. The subsurface layer is about 63 inches and is brownish yellow sand that grades to yellow. Included with this soil in mapping are small areas of Apopka, Astatula, Millhopper, and Tavares soils. This Candler soil does not have a water table within a depth of 80 inches. The available water capacity is low or very low. Permeability of this soil type is rapid.

Tavares fine sand, 0 to 5 percent slopes (#15) is a moderately well drained soil found on broad uplands and knolls on the flatwoods. The surface layer of this soil type generally consists of dark grayish brown fine sand about 8 inches thick. The seasonal high-water table for this soil type is at a depth of 40 to 80 inches for several months in most years. Permeability of this soil type is rapid or very rapid.

Smyrna and Myakka fine sands (#17) are poorly drained soils found on broad areas on the flatwoods. The surface layer of this soil type generally consists of black fine sand about 4 inches thick. The subsurface layer is gray fine sand to a depth of about 12 inches. Included with these soils in mapping are small areas of Basinger, Immokalee, Ona, and Pomona soils. The seasonal high-water table for this soil type is within 12 inches of the surface for 1 to 4 months in most years. The available water capacity is low. Permeability of this soil type is moderate or moderately rapid in the subsoil.

Adamsville fine sand (#31) is a somewhat poorly drained soil found on low ridges on flatwoods and in low areas on uplands. The surface layer of this soil type generally consists of very dark gray fine sand about 6 inches thick. The seasonal high-water table for this soil type is at a depth of 20 to 40 inches for 2 to 6 months during most years. Permeability of this soil type is rapid.

Hontoon muck (#35) is a very poorly drained soil found in swamps and marshes. The surface layer of this soil type generally consists of black muck to a depth of about 11 inches and dark brown muck to a depth of about 75 inches. Hontoon soil has a seasonal high-water table at or above the surface except during extended dry periods. Permeability of this soil type is rapid.

The Florida Association of Environmental Soil Scientists (FAESS) considers main components and inclusions present in the Smyrna and Myakka fine sands (#17) and Hontoon muck (#35) soil types associated with the subject property to be hydric. This information can be found in the Hydric Soils of Florida Handbook, Fourth Edition (March 2007).

LAND USE TYPES/VEGETATIVE COMMUNITIES

The subject site currently supports two (2) land use types/vegetative communities within its boundaries. These areas were identified utilizing the Florida Land Use, Cover and Forms Classification System, Level III (FLUCFCS, FDOT, January 1999) (**Figure 5**). An upland land use type/vegetative community on the site is classified as Citrus Groves (221). A wetland/surface water land use type/vegetative community on the parcel is classified as Wetland Forested Mixed (630). The following provides a brief description of each of the land use types/vegetative communities identified on the site.

Uplands:

221 Citrus Groves

The majority of the Kokomo Groves Site consists of active Citrus Groves (221) per the FLUCFCS. Vegetative species identified within this community type include citrus species (*Citrus* spp.), blackberry (*Rubus* spp.), bahia grass (*Paspalum notatum*), Caesar's weed (*Urena lobata*), dogfennel (*Eupatorium capillifolium*), rattlebox (*Crotalaria* spp.), lantana (*Lantana camara*, Virginia pepperweed (*Lepidium virginicum*), and cogan grass (*Imperata cylindrica*).

Wetland/Surface Water:

630 Wetland Forested Mixed

Located on the northeastern portion of the site is a wetland most consistent with the Wetland Forested Mixed (630) FLUCFCS classification. This area is comprised of a mixed wetland forested community in which neither hardwood or conifers achieve 66 percent dominance. Vegetative species identified within this community type consist of laurel oak (*Quercus laurifolia*), live oak (*Quercus virginiana*), citrus species (*citrus* spp.), slash pine (*Pinus elliottii),* camphor tree (*Cinnamomum camphora*), Brazilian pepper (*Schinus terebinthifolius),* cabbage palm (*Sabal palmetto*), Carolina willow *(Salix caroliniana),* elderberry *(Sambucus nigra subsp. canadensis),* buttonbush *(Cephalanthus occidentalis),* winged sumac *(Rhus copallinum),* meadow-beauty *(Rhexia mariana),* maidencane *(Panicum hemitomon*), broomsedge bluestem *(Andropogon virginicus),* greenbriar vine *(Smilax spp.),* and pepper vine (*Ampelopsis arborea).*

PROTECTED SPECIES

Using methodologies outlined in the Florida's Fragile Wildlife (Wood, 2001); Measuring and Monitoring Biological Diversity Standard Methods for Mammals (Wilson, et al., 1996); and Florida Fish and Wildlife Conservation Commission's (FWC's) Gopher Tortoise Permitting Guidelines (April 2023); an assessment for listed floral and faunal species was conducted at the site on June 10, 2024 (**Figure 6A**). This assessment included both direct observations and indirect evidence, such as tracks, burrows, tree markings and vocalizations which indicated the presence of species observed. The assessment focused on species that are listed by the FWC's Official Lists - Florida's Endangered and Threatened Species (December 2022) and listed species that have the potential to occur in Polk County (**see attached Table 1**).

No plant species listed as "Threatened" or "Endangered" by either The Florida Department of Agriculture and Consumer Services (FDACS) or U.S. Fish and Wildlife Service (USFWS) were identified on the site during the assessments conducted. One (1) species identified on the site is listed as commercially exploited by the FDACS. The harvesting of this species, saw palmetto (*Serenoa repens*) for commercial gain is prohibited. The FDACS protection of listed plant species centers on preventing the illegal collection, transport and sale of the listed plants. The FDACS will issue permits for collection purposes. There are no regulations that prohibits the destruction of state-listed flora species as a result of proposed development activities.

The following is a list of those wildlife species identified on the site during the evaluation of the property:

Reptiles and Amphibians
black racer (*Coluber constrictor*)
brown anole (*Anolis sagrei*)
coachwhip (*Masticophis flagellum*)
green anole (*Anolis carolinensis*)

Birds
Blue Jay (*Cyanocitta cristata*)
Carolina Wren (*Thryothorus ludovicianus*)
Common Grackle (*Quiscalus quiscula*)
Mourning Dove (*Zenaida macroura*)
Northern Bobwhite (*Colinus virginianus*)
Northern Cardinal (*Cardinalis cardinalis*)
Pileated Woodpecker (*Dryocopus pileatus*)
Red-shouldered Hawk (*Buteo lineatus*)
Tufted Titmouse (*Baeolophus bicolor*)

Mammals
eastern gray squirrel (*Sciurus carolinensis*)
nine-banded armadillo (*Dasypus novemcinctus*)
opossum (*Didelphis virginiana*)
southeastern pocket gopher (*Geomys pinetis*)

None of the above wildlife species are identified in the FWC's Official Lists - Florida's Endangered and Threatened Species (December 2022).

Potential Wildlife

The wildlife surveys conducted within the subject site boundaries do not preclude the potential for any listed species, currently or in the future. The following listed species were not observed on-site, but have the potential to occur: Bald Eagle (*Haliaeetus leucocephalus*), Gopher Tortoise (*Gopherus polyphemus*), and Wood Stork (*Mycteria americana*).

Bald Eagle (*Haliaeetus leucocephalus*)
State protected by F.A.C. 68A-16.002 and federally protected by both the Migratory Bird Treaty Act (1918) and the Bald and Golden Eagle Protection Act (1940)

In August of 2007, the USFWS removed the Bald Eagle from the list of federally endangered and threatened species. Additionally, the Bald Eagle was removed from FWC's imperiled species list in April of 2008. Although the Bald Eagle is no longer protected under the Endangered Species

Act, it is still protected under the Bald and Golden Eagle Protection Act, the Migratory Bird Treaty Act, and FWC's Bald Eagle rule (Florida Administrative Code 68A-16.002 Bald Eagle (Haliaeetus leucocephalus).

In May of 2007, the USFWS issued the National Bald Eagle Management Guidelines. In April of 2008, the FWC adopted a new Bald Eagle Management Plan that was written to closely follow the federal guidelines. In November of 2017, the FWC issued "A Species Action Plan for the Bald Eagle" in response to the sunset of the 2008 Bald Eagle Management Plan. Under the USFWS's management plans, buffer zones are recommended based on the nature and magnitude of the project or activity. The recommended protective buffer zone is 660 feet or less from the nest tree, depending on what activities or structures are already near the nest. As provided within the above referenced Species Action Plan, the USFWS is the regulating body responsible for issuing permits for Bald Eagles. In 2017, the need to obtain a State permit (FWC) for the take of Bald Eagles or their nests in Florida was eliminated following revisions to F.A.C. 68A-16.002. A USFWS Bald Eagle "Non-Purposeful Take Permit" is not needed for any activity occurring outside of the 660-foot buffer zone. No activities are permitted within 330 feet of a nest without a USFWS permit.

In addition to the on-site evaluation for listed species, BTC conducted a review of FWC's database (2015-2016 Nesting Season) and Audubon's Eagle Watch program database (2023 Nesting Season) for recorded Bald Eagle nests within the surrounding 660 feet of the subject site (**Figure 6B**). This review revealed that there are no recorded Bald Eagle nests within 660 feet of the site boundaries. Thus, no developmental constraints are expected with respect to Bald Eagle nests, unless a new nest is identified.

Gopher Tortoise (*Gopherus polyphemus*)
State Listed as "Threatened" by FWC

Currently the gopher tortoise (*Gopherus polyphemus*) is classified as a "Category 2 Candidate Species" by the USFWS, and as of September 2007 is now classified as "Threatened" by FWC, and as "Threatened" by Florida Committee on Rare and Endangered Plants and Animals (FCREPA). The basis of the "Threatened" classification by the FWC for the gopher tortoise is due to habitat loss and destruction of burrows. Gopher tortoises are commonly found in areas with well-drained soils associated with the pine flatwoods, pastures and abandoned orange groves. Several other protected species known to occur in Polk County have a possibility of occurring in this area, as they are gopher tortoise commensal species. These species include the eastern indigo snake (Drymarchon corais couperi), Florida mouse (Podomys floridanus) and the gopher frog (Rana capito). However, none of these species were observed during the survey conducted.

The subject site was surveyed for the existence of gopher tortoises through the use of pedestrian transects. The survey covered approximately 100% of the suitable habitat present within the subject site boundaries. While no burrows were observed during the field assessment, a future survey should be completed at least 90 days prior to construction to ensure that no burrows or tortoises are located on the site.

The FWC provides three (3) options for developers that have gopher tortoises on their site. These options include: 1) avoidance (i.e., maintain at least a 25-foot distance from construction activities), 2) preservation of habitat and 3) off-site relocation. Based on the expected site development plan, the likely option to addressing the on-site gopher tortoise population is off-site relocation and would require that any gopher tortoise within 25 feet of proposed construction activities be relocated off-site to an approved recipient site. Relocation will need to be permitted through FWC prior to any on-site construction activities.

Wood Stork (*Mycteria americana*)
State & Federally listed as "Threatened" by FWC& USFWS

The site is located within a Wood Stork Nesting Colony Core Foraging Area (**see Figure 6B**). Wood Storks typically nest colonially in medium to tall trees that occur in stands located either in swamps or on islands surrounded by relatively broad expanses of open water (Ogden 1991; Rodgers et al. 1996). The Wood Stork (*Mycteria americana*) is listed as "Threatened" by the USFWS. Wood storks are large, long-legged wading birds, about 45 inches tall, with a wingspan of 60 to 65 inches. Their plumage is white except for black primaries and secondaries and a short black tail. The head and neck are largely un-feathered and dark gray in color. The bill is black, thick at the base, and slightly decurved. Wood Storks are birds of freshwater and estuarine wetlands, primarily nesting in cypress or mangrove swamps.

Successful breeding sites are those that have limited human disturbance and low exposure to land-based predators. Because of their specialized feeding behavior, Wood Storks forage most effectively in shallow-water areas with highly concentrated prey. Typical foraging sites for the Wood Stork include freshwater marshes, depressions in cypress heads, swamp sloughs, managed impoundments, stock ponds, shallow-seasonally flooded roadside or agricultural ditches and narrow tidal creeks or shallow tidal pools. Good foraging conditions are characterized by water that is relatively calm, open, and having water depths between 5 and 15 inches (5 and 38 cm). The USFWS has identified core foraging area (CFA) around all known Wood Stork nesting colonies that is important for reproductive success. In Central Florida, CFAs include suitable foraging habitat (SFH) within a 15-mile radius of the nest colony; CFAs in North Florida include SFH within a 13-mile radius of a colony. The Service believes loss of suitable foraging wetlands within these CFAs may reduce foraging opportunities for the Wood Stork.

Based on our review of available databases, the site is located wtihin the CFA, but there is no record of a Wood Stork rookery on the site or within close proximity. As there is no suitable habitat within the site, no further permitting or loss of foraging habitat will likely need to be addressed with the permitting agencies.

USFWS CONSULTATION AREAS

The USFWS has established "Consultation Areas" for certain listed species (**Figure 7**). Generally, these consultation areas only become an issue if USFWS consultation is required, which is usually associated with permitting through the U.S. Army Corps of Engineers (USACOE) or Florida Department of Environmental Protections (FDEP). The user of this report should be aware that species presence and need for additional review are often determined to be unnecessary early in the permit review process due to lack of appropriate habitat or other conditions. However, the USFWS makes the final determination.

Consultation areas are typically regional in size, often spanning multiple counties where the species in question is known to exist. Consultation areas by themselves do not indicate the presence of a listed species. They only indicate an area where there is a potential for a listed species to occur and that additional review might be necessary to confirm or rule-out the presence of the species. The additional review typically includes the application of species-specific criteria to rule-out or confirm the presence of the species in question. Such criteria might consist of a simple review for critical habitat types. In other cases, the review might include the need for species-specific surveys using established methodologies that have been approved by the USFWS. The following presents further information pertaining to species in which their USFWS consultation areas covers the subject property.

Audubon's Crested Caracara (*Polyborus plancus audubonii*)
Federally Listed as "Threatened" by USFWS

The subject site falls within the USFWS Consultation Areas for the species Audubon's Crested Caracara (Polyborus plancus audubonii). Currently the Audubon's Crested Caracara is listed as "Threatened" by the USFWS due primarily to habitat loss. The Audubon's Crested Caracara commonly occurs in dry or wet prairie areas with scattered cabbage palms, lightly wooded areas with saw palmetto, scrub oaks and cypress. The Audubon's Crested Caracara also uses improved or semi-improved pasture with seasonal wetlands. Audubon's Crested Caracaras construct new nests each nesting season, often in the same tree as the previous year.

No Audubon's Crested Caracara were observed within the subject site during the environmental assessment conducted by BTC. Additionally, no habitat for the Audubon's Crested Caracara is present within the site boundaries or the adjacent parcels. Although a formal Audubon's Crested Caracara survey is not anticipated, the USFWS or another agency make the final determination as to whether a formal survey is required. The protective area for the Audubon's Crested

Caracara is 1,500 m (4,920 ft) buffer. Surveys must be conducted between January 10th and April 30th at sunrise lasting three (3) hours. All areas of suitable habitat with the site and buffer should be initially surveyed for one (1) day. If no nests are found during the initial survey, then return and repeat the survey every two (2) weeks until the end of April or until a nest is identified.

Florida Grasshopper Sparrow (*Ammodramus savannarum floridanus*)
Federally Listed as "Endangered" by USFWS

The Florida Grasshopper Sparrow is a subspecies of grasshopper sparrow that is endemic to the dry prairie of south-central Florida in the counties of Polk, Osceola, Highlands, and Okeechobee. This subspecies is extremely habitat specific and relies on fire every two to three years to maintain its habitat. This species was listed as endangered by the State of Florida in 1977. The USFWS listed the Florida Grasshopper Sparrow as endangered in 1986. The main threats to the Florida grasshopper sparrow are habitat destruction, degradation, and fragmentation. The conversion of open prairie habitat to agriculture fields has caused destruction of available habitats for the Florida Grasshopper Sparrow. Florida Grasshopper Sparrow habitat consists of large, treeless, relatively poorly-drained grasslands that have a history of frequent fires.

No Florida Grasshopper Sparrows were observed on the site during the wildlife survey conducted by BTC. Since there is no suitable habitat for this species within the site boundary, a formal survey is not anticipated to be required.

Everglade Snail Kite (*Rostrhamus sociabilis*)
Federally Listed as "Endangered" by USFWS

The subject site falls within the USFWS Consultation Area for the Everglade Snail Kite. Currently the Snail Kite is listed as "Endangered" by the USFWS. Snail Kites are similar in size to Red-shouldered Hawks. All Snail Kites have deep red eyes and a white rump patch. Males are slate gray, and females and juveniles vary in amounts of white, light brown, and dark brown, but the females always have white on their chin. Kites vocalize mainly during courtship and nesting. They may occur in nearly all of the wetlands of central and southern Florida. They regularly occur in lake shallows along the shores and islands of many major lakes, including Lakes Okeechobee, Kissimmee, Tohopekaliga (Toho) and East Toho. They also regularly occur in the expansive marshes of southern Florida such as Water Conservation Areas 1, 2, and 3, Everglades National Park, the upper St. John's River marshes and Grassy Waters Preserve.

No Snail Kites were observed on the site during the wildlife survey conducted by BTC. Since there is no suitable habitat for this species within the site boundary, a formal survey is not anticipated to be required.

Florida Scrub-Jay (*Aphelocoma coerulescens*)
Federally Listed as "Threatened" by USFWS

Currently the Florida Scrub-Jay is listed as "Threatened" by the USFWS. Florida Scrub-Jays are largely restricted to scattered, often small and isolated patches of sand pine scrub, xeric oak, scrubby flatwoods, and scrubby coastal stands in peninsular Florida (Woolfenden 1978a, Fitzpatrick et al. 1991). They avoid wetlands and forests, including canopied sand pine stands. Optimal Scrub-Jay habitat is dominated by shrubby scrub, live oaks, myrtle oaks, or scrub oaks from 1 to 3 m (3 to 10 ft.) tall, covering 50% to 90% of the area; bare ground or sparse vegetation less than 15 cm (6 in) tall covering 10% to 50% of the area; and scattered trees with no more than 20% canopy cover (Fitzpatrick et al. 1991).

Florida Scrub-Jays are most abundant in open, oak-dominated scrub communities of the interior and Atlantic coast sand ridges of the Peninsula. Florida Scrub-Jay habitat is broken down into three (3) types. These habitat types are the following:

- TYPE I HABITAT. Any upland plant community in which the percent cover of the substrate by scrub oak species is 15% or more.

- TYPE II HABITAT. Any plant community not meeting the definition of Type I habitat, in which one or more scrub oak species is represented.

- TYPE III HABITAT. Any upland or seasonally dry wetland within ¼ mile of any designated as Type I or Type II habitat.

In most cases, the Type I habitat is recognized as xeric oak scrub, scrubby pine flatwoods, scrubby coastal strand, or sand pine scrub. Usual classification schemes are not as useful in identifying or predicting habitat type; the presence of scrub oaks is the key indicator. The third habitat type includes many different plant communities where scrub oak species are not represented, but that are nearby or adjacent to Type I or Type II habitat.

No Scrub-Jays were observed on the subject site during the environmental assessment conducted by BTC. Additionally, the subject site does not contain any scrub habitat. BTC does not anticipate any species-specific surveys will be required. However, USFWS and/or another agency make the final determination is a species-specific survey is required.

Florida Bonneted Bat (*Eumops floridanus*)
Federally Listed as "Endangered" by USFWS and State Listed as "Federally-designated Endangered" by FWC

The Florida Bonneted Bat (Eumops floridanus) is currently federally listed as an "Endangered" species by the USFWS and State listed as "Federally - designated endangered" by the FWC. The basis for these listings includes the loss and degradation of its habitat, its small population size, restricted range, small number of colonies, low reproductive capacity, and relative isolation. The

revised USFWS Florida Bonneted Bat Consultation Area (October 2019) includes areas of Polk, Osceola, Okeechobee, Hardee, Highlands, Polk, DeSoto, Charlotte, Glades, Polk, Hendry, Collier, Monroe, Miami-Dade, Broward, Palm Beach and Martin Counties.

The Florida Bonneted Bat is the largest species of bat in Florida. This species can reach a length of 6.5 inches with a wingspan of 20 inches. The hair color varies from black to brown to grayish or cinnamon brown (Belwood 1992). Florida bonneted bats feed strictly on insects and have been detected foraging in a variety of habitats including semitropical forests with tropical hardwood, pineland, and mangrove habitats, as well as man-made areas such as golf courses and neighborhoods (Robson, 1989). These bats roost in a variety of structures, both natural and artificial. Tree cavities, caves, rock crevices, and foliage are examples of natural roosts. Buildings, bridges, and bat houses constructed specifically to attract roosting bats are examples of artificial roosts (Kunz and Lumsden 2003). Bats may occupy a roost for only a short period of time, or they may establish a permanent colony within a roost (Marks and Marks 2006). Females give birth to a single pup, and pregnant females and pups have been documented from June through September. Unlike most bats in Florida, Florida bonneted bats may be polyestrous, with the first breeding season occurring June through July and a second occurring later in the year (Marks and Marks 2006, 2008a; Timm and Genoways 2004).

No Florida bonneted bats were observed on the site during the listed species survey conducted by BTC. There is no typical foraging habitat within the boundary of the subject site. Additionally, the subject site does not contain any typical roosting habitat to support this species.

Sand Skink (*Neoseps reynoldsi*)
Federally Listed as "Threatened" by USFWS

The subject site falls within the Sand Skink Consultation Area for the USFWS. The sand skink is listed as "Threatened" by the USFWS. The sand skink exists in areas vegetated with sand pine (*Pinus clausa*) - rosemary (*Ceratiola ericoides*) scrub or a long leaf pine (Pinus palustris) - turkey oak (Quercus laevis) association. Habitat destruction is the primary threat to this species' survival. Citrus groves, residential, commercial and recreational facilities have depleted the xeric upland habitat of the sand skink. All properties within the limits of this consultation area that are located at elevations greater than 80' and contain suitable (moderate-to-well drained) soils are believed by USFWS to be areas of potential sand skink habitat.

Although the subject site falls within the USFWS Sand Skink consultation area, no Sand Skinks were observed. However, the entire site is above the 80-foot above sea level requirement and the uplands within the site contain appropriate soil types for the sand skink, such as Candler sand (#3) and Tavares fine sand (#15). Due to these factors, it is advisable to conduct a formal sand skink survey, as it may be required by federal, state, and/or local government permitting agencies. The survey will need to be conducted between March 1 and May 15 or October 15 to December 15 in which 2' x 2' boards will be placed in the open sandy areas at a density of approximately forty (40) boards per acre and checked once per week for four (4) consecutive weeks. The main objective of the survey is to determine whether sand skinks inhabit the subject site.

DEVELOPMENT CONSTRAINTS AND PERMITTING

All wetlands and surface waters on the site have been delineated by BTC in accordance with local, state and federal guidelines utilizing pink "Bio-Tech Consulting" flagging tape (**Figure 8**). All wetland/surface water flag locations will need to be approved by the appropriate regulatory agencies during the permitting process. The on-site wetlands/surface waters are located within the Peace River basin (**Figure 9**).

Town of Lake Hamilton (Town)

In accordance to Section 16-556 of the Land Development Code (LDC), a Wetland Management Plan and Wetland Alteration Plan is required to be submitted concurrently with any land development permits. The wetland limits submitted to the Town shall be the most landward extent of both the federal and state approved wetland limits. Upland buffers are a minimum of 30 feet, but may extend up to 200 feet along the wetlands. Impacts to the buffer must be approved by the Town Council. During the permit review, the applicant must demonstrate that all wetland impacts have been eliminated to the greatest extent possible. Once the proposed wetland impacts have been reduced to the greatest extent possible, a mitigation plan approved by the state or federal agencies will be acceptable to the Town mitigation requirements.

In accordance to Section 16-584 of the LDC, all lakes have a primary and secondary shoreline protection zone. The Primary Shoreline Protection Zone extends 50 feet from the Ordinary High Water Line (OHWL). The Secondary Shoreline Protection Zone extends 150 feet landward of the Primary Shoreline Protection Zone. Section 16-586 of the LDC outlines several restrictions that pertain to future development projects along lakes. Of note, all development shall be set 50 feet from the Primary Shoreline Protection Zone and that all development shall retain 25 percent (25%) of the site's natural vegetation. Please refer to Attachment A which contains the Town's Wetland and Lake Protection rules.

Southwest Florida Water Management District (SWFWMD)

An Environmental Resource Permit (ERP) through the Southwest Florida Water Management District (SWFWMD) will be required for construction approval on the subject site. This will include a review and approval of the project's proposed stormwater management system and wetland/surface water boundaries. Impacts to the project's wetland and/or other surface water communities would be permittable by SWFWMD as long as the issues of elimination and reduction of wetland impacts have been addressed and as long as the mitigation offered is sufficient to offset the functional losses incurred via the proposed impacts. Coordination with the Division of Historical Resources (DHR) and the FFWCC will be necessary as part of the ERP process.

U.S. Army Corps of Engineers (USACOE)

On February 15, 2024, the U.S. District Court in Washington DC issued a "Memorandum Opinion" regarding the case of Center for Biological Diversity v. United States Environmental Protection Agency (EPA), State of Florida, et al. This ruling immediately returned the Federal Review of Section 404 of the Clean Water Act back to the USACOE completely within the State of Florida and vacating the Florida State 404 program.

Section 404 of the Clean Water Act (CWA) requires that federal authorization be obtained for all activities that propose the placement of dredged or fill material in "Waters of the United States" (WOTUS). The regulatory program established by CWA Section 404 is jointly implemented by the US Environmental Protection Agency (USEPA) and the USACOE. Criteria for permit review and issuance are described in CWA Section 404(b)(1) Guidelines. Included in those guidelines, but not limited to, is the requirement to (a) justify jurisdictional wetland impacts with an alternative sites analysis that demonstrates the subject site is the most viable site in the vicinity for the project and will result in the least damaging environmental impacts compared to alternative site locations, and (b) demonstrate on-site avoidance and minimization of impacts have been limited to the maximum practicable extent while allowing for the project purpose. The USACOE rarely accepts on-site preservation as mitigation for wetland impacts. All USACOE impacts will be required to be off-set by purchase of credits from an approved mitigation bank. The USACOE will coordinate with the DHR regarding potential impacts to archaeological and cultural resources, as well as the USFWS regarding impacts to species listed under the Endangered Species Act. The permitting process with the USACOE is a much longer process than the State ERP program with potential permitting timeframes of 12-18 months depending on the complexity of the wetland impacts and mitigation.

The on-site wetland/surface water would likely be considered USACOE jurisdictional due to its hydrologic connection off-site to Lake Hamilton and Little Lake Hamilton, with ultimate discharge south to the Peace River.

Sovereign Submerged Lands (SSL)

Sovereign Submerged Lands are those lands waterward of the ordinary or mean high water line which the State of Florida acquired title to on March 3, 1845, by virtue of statehood, and which have not been conveyed to property owners. Coordination with the FDEP will be required to determine if any portion of the subject site, specifically the wetlands associated with Lake Hamilton and Little Lake Hamilton, are Sovereign Submerged Lands (SSL). SSL are typically delineated by the ordinary or Mean High Water Line elevation or a Safe Upland Line elevation determined by the FDEP. The WMD has the regulatory authority to limit certain activities within SSL to protect the natural resources of the state. Any proposed activity on SSL may be required to meet both regulatory and proprietary requirements as found in the Florida Statutes and Florida Administrative Code.

The environmental limitations described in this document are based on observations and technical information available on the date of the on-site evaluation. This report is for general planning purposes only. The limits of any on-site wetlands/surface waters can only be determined and verified through field delineation and/or on-site review by the pertinent regulatory agencies. The wildlife surveys conducted within the subject property boundaries do not preclude the potential for any listed species, as noted on Table 1 (attached), currently or in the future. Should you have any questions or require any additional information, please do not hesitate to contact our office at (407) 894-5969. Thank you.

Regards,

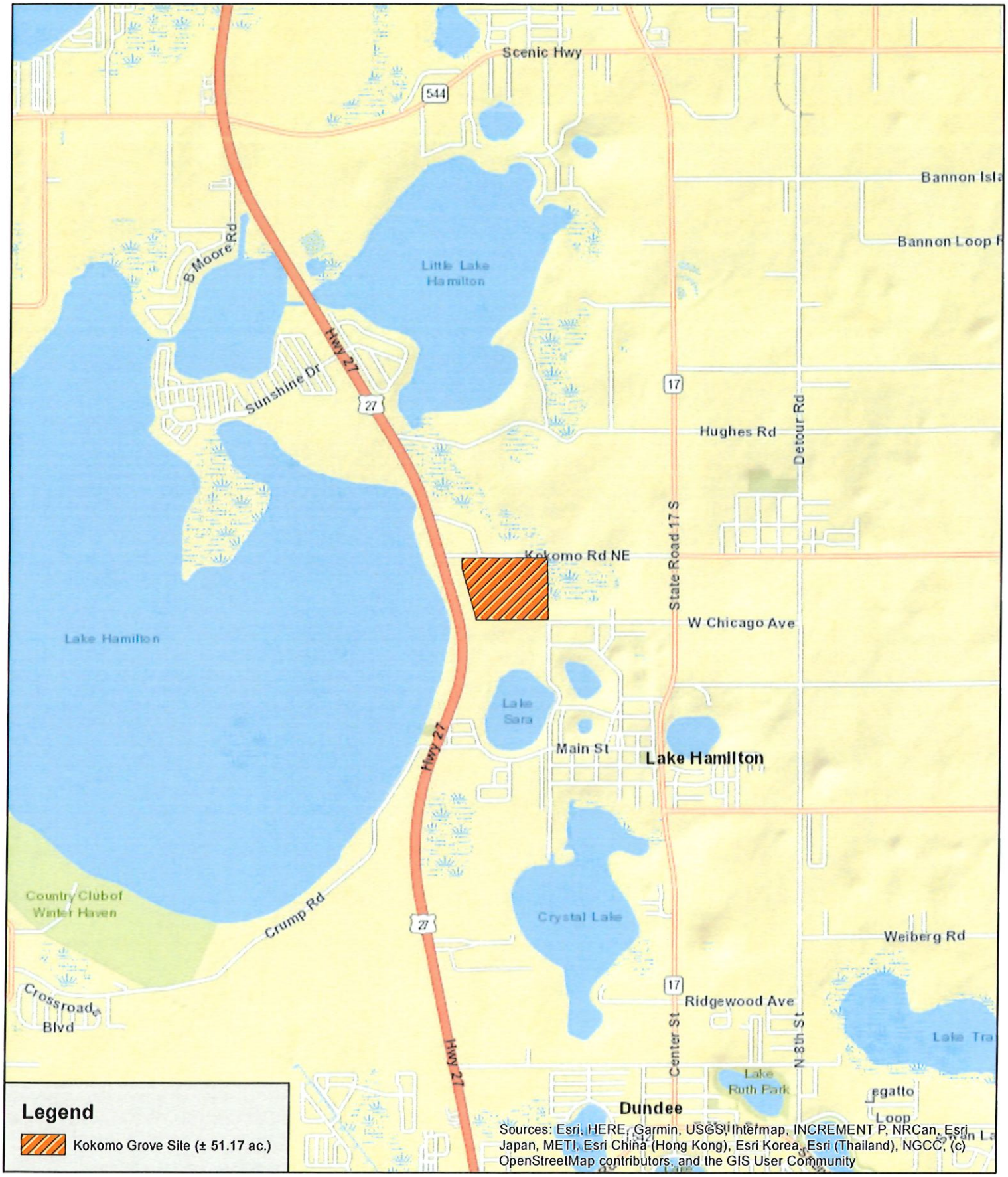
Cameron Eskew

Cameron Eskew
Field Biologist

Joseph Galletti
Senior Vice President

Attachments:

Figure 1 – Location Map
Figure 2 – 2021 Aerial Photograph
Figure 3 – USGS Topographic Map
Figure 4 – USDA-NRCS Soils Map
Figure 5 – FLUCFCS Map
Figure 6A – Wildlife Survey Map
Figure 6B – Wildlife Proximity Map
Figure 7 – USFWS Consultation Areas Map
Figure 8 – Wetlands Map
Figure 9 – SJRWMD Mitigation Basins Map
Audubon Florida EagleWatch Nest Map
Table 1 - Potentially Occurring Listed Wildlife and Plant Species in Polk County, Florida



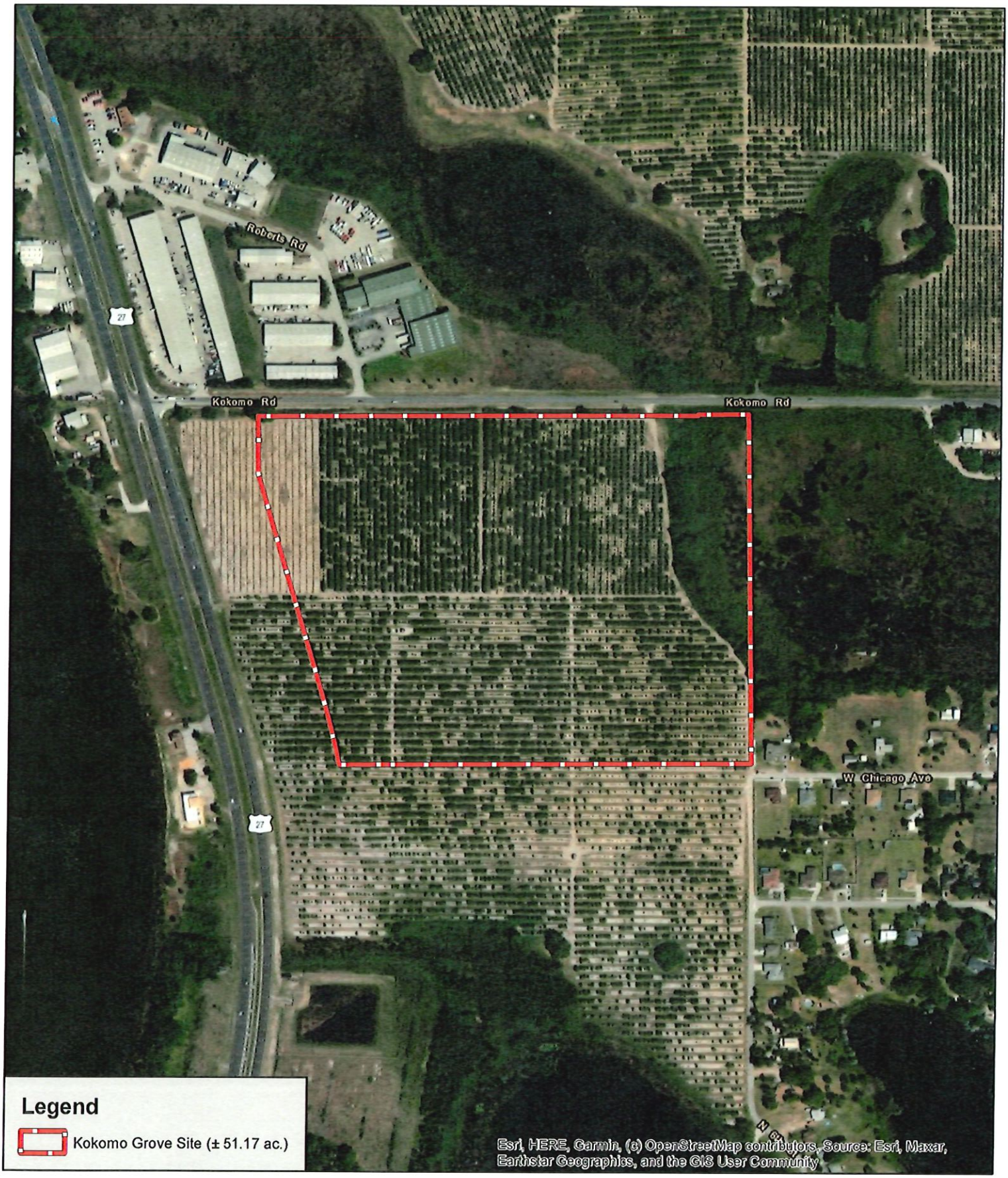
Bio-Tech Consulting
Environmental and Permitting
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Phone (407) 894-5969 Fax (407) 894-5970
www.bio-techconsulting.com

Kokomo Grove Site
Polk County, Florida
Figure 1
Location Map

N
W E
S

0.5
Miles

Project #: 125-251
Produced By: JDH
Date: 5/13/2024



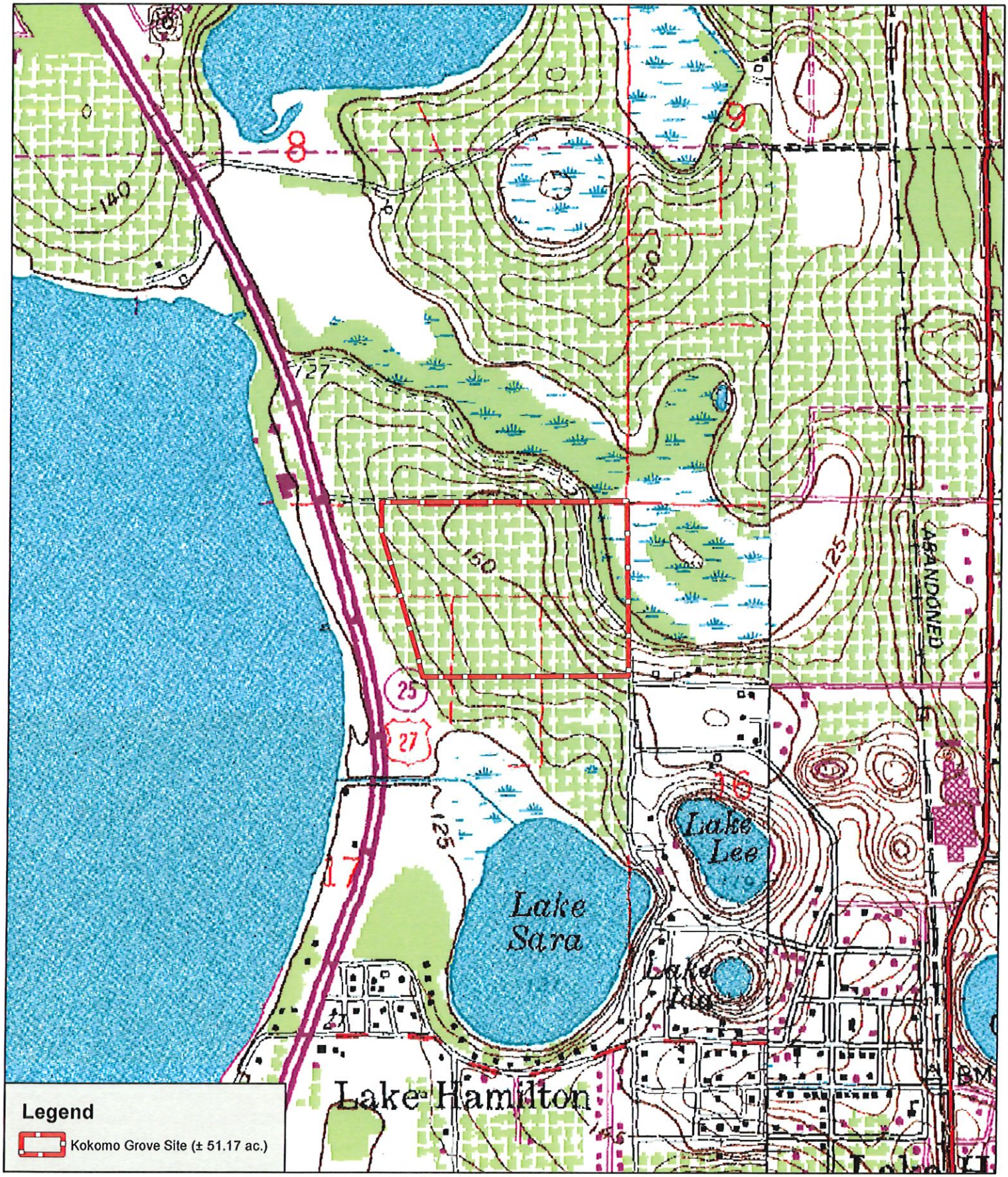
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Kokomo Grove Site
Polk County, Florida
Figure 2
2021 Aerial Photograph

N
W E
S

500
Feet

Project #: 125-251
Produced By: JDH
Date: 5/13/2024



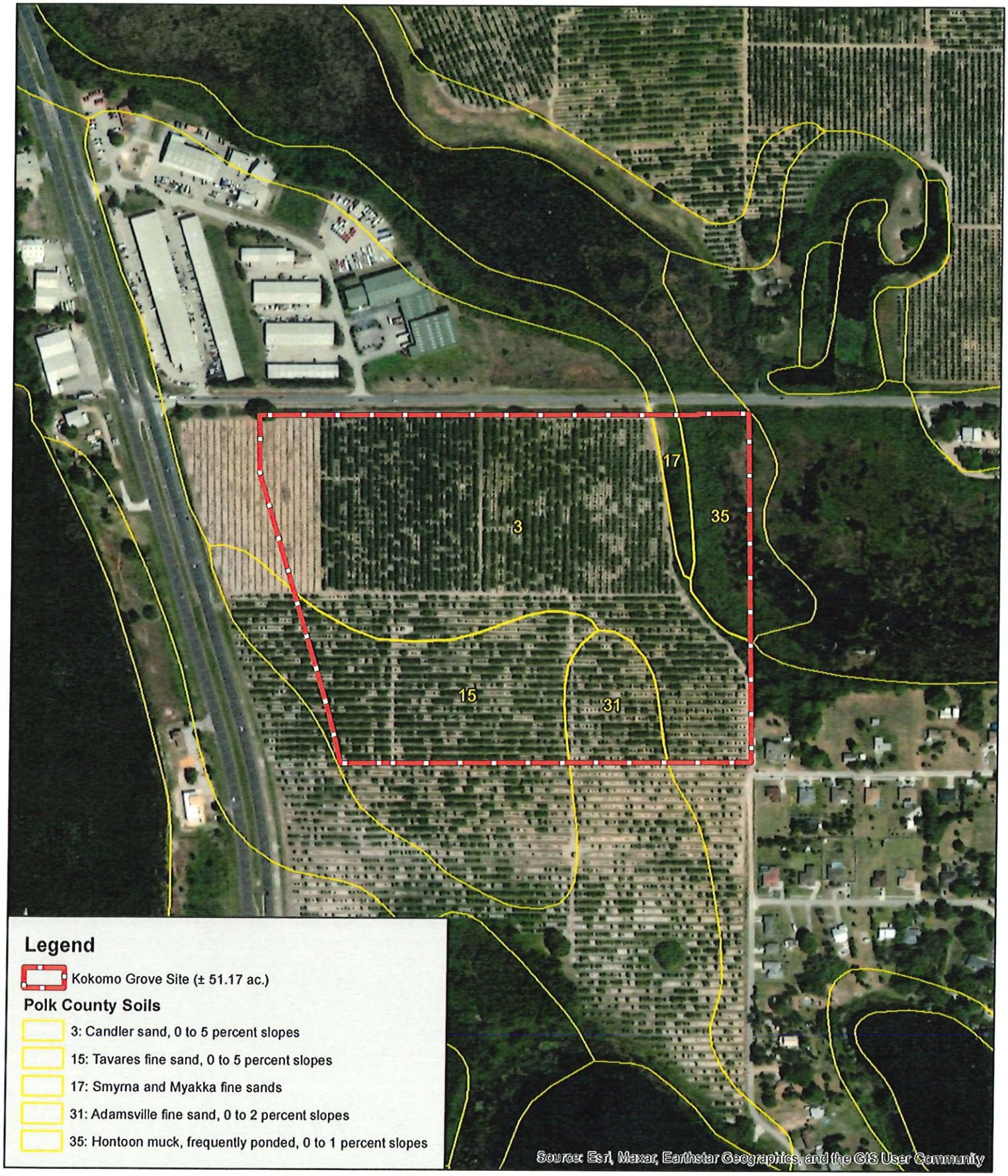
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Kokomo Grove Site
Polk County, Florida
Figure 3
USGS Topographic Map

N
W E
S

1,000 Feet

Project #: 125-251
Produced By: JDH
Date: 5/13/2024



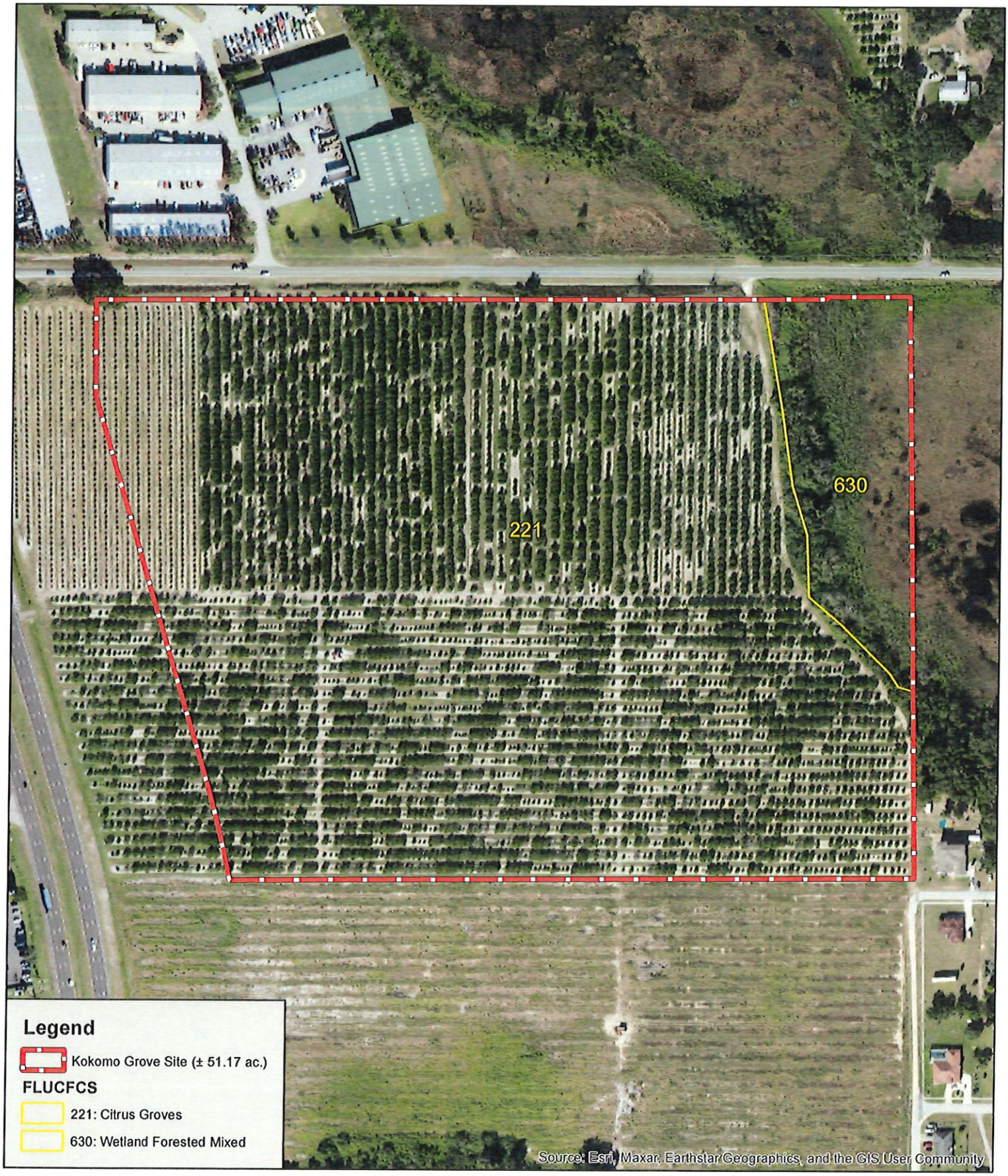
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Kokomo Grove Site
Polk County, Florida
Figure 4
USDA-NRCS Soils Map

N
W E
S

500
Feet

Project #: 125-251
Produced By: JDH
Date: 5/13/2024



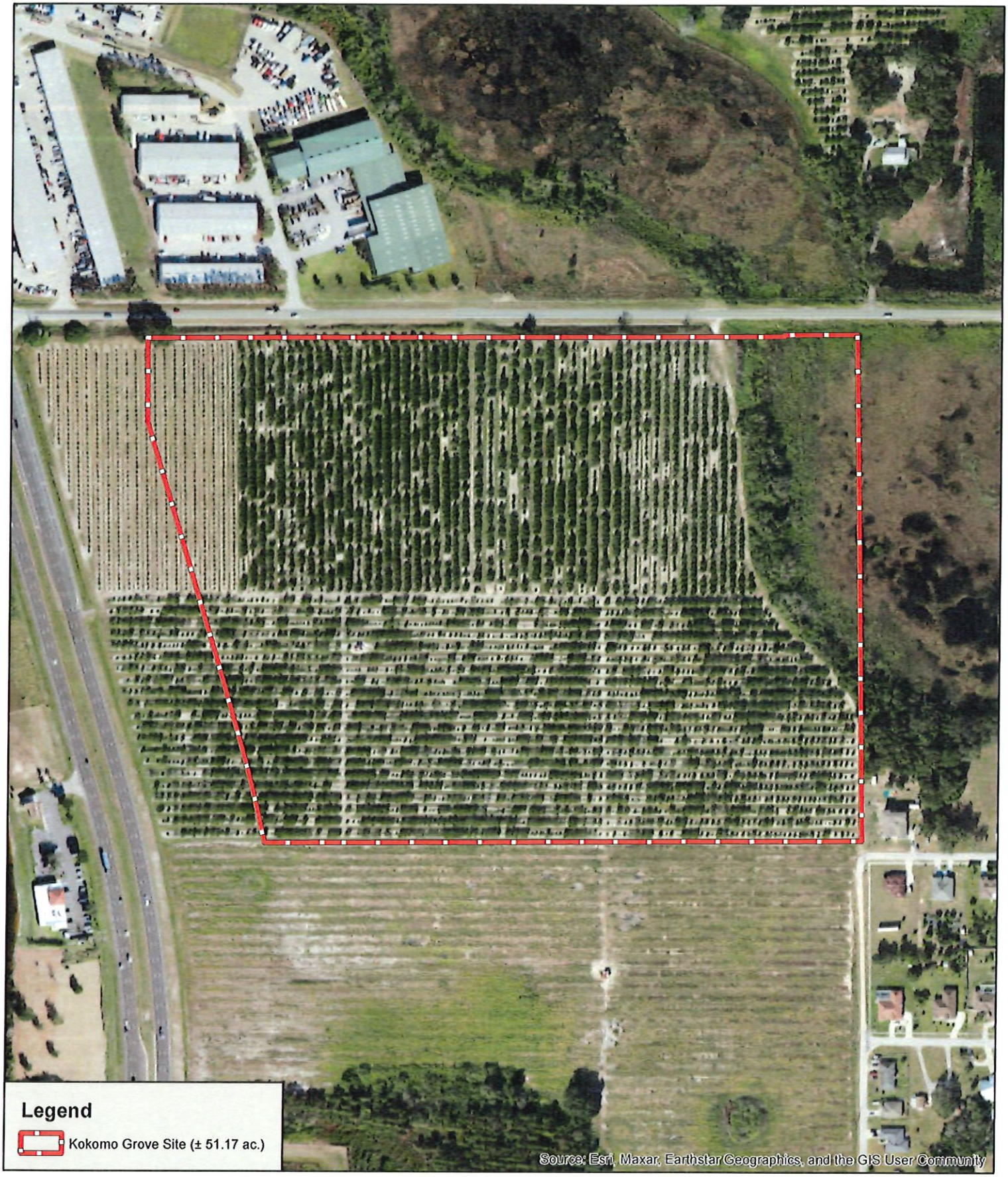
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Kokomo Grove Site
Polk County, Florida
Figure 5
FLUCFCS Map

N
W E
S

300
Feet

Project #: 125-251
Produced By: CRE
Date: 6/12/2024



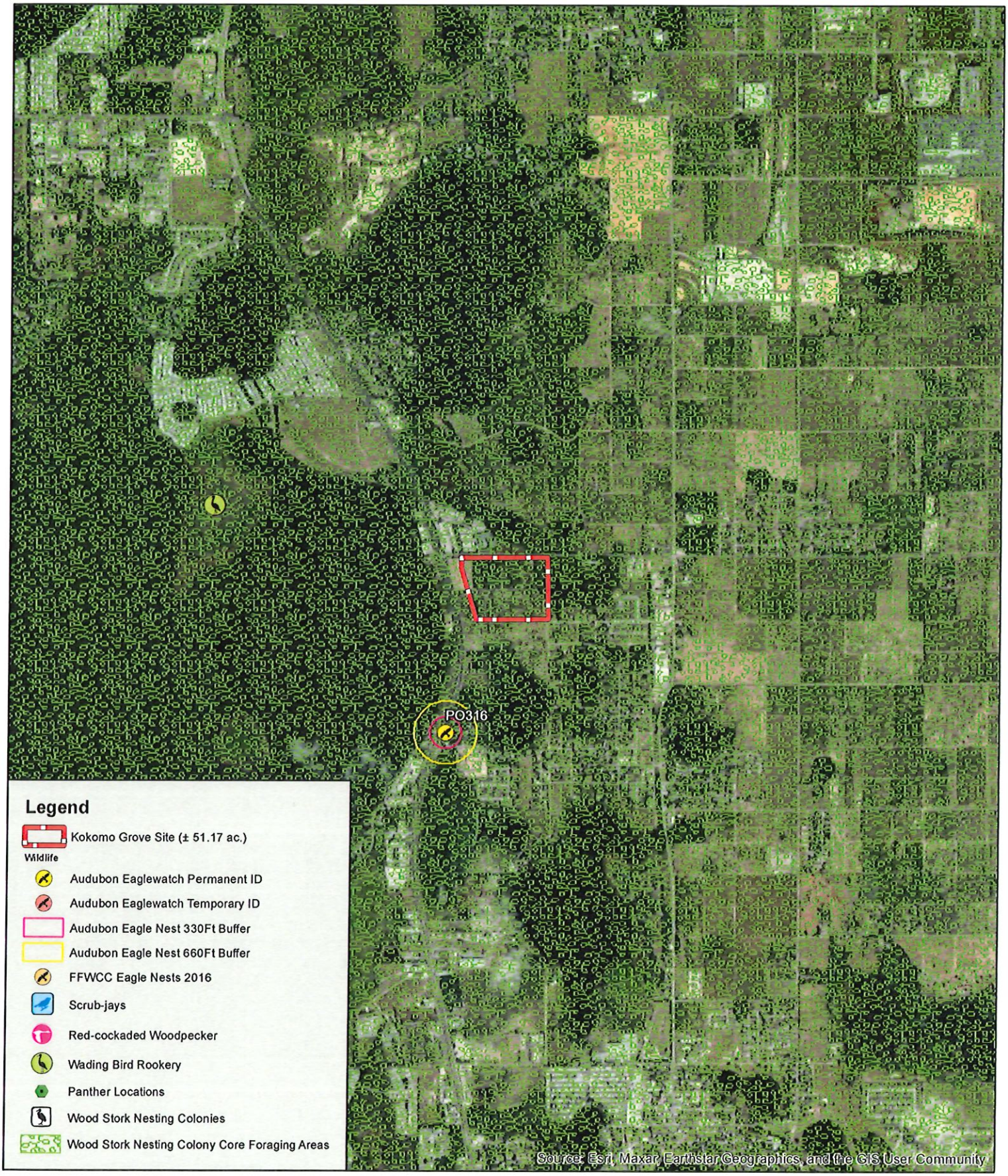
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Kokomo Grove Site
Polk County, Florida
Figure 6A
Wildliife Survey Map

N
W E
S

350
Feet

Project #: 125-251
Produced By: CRE
Date: 6/11/2024



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Kokomo Grove Site Polk County, Florida Figure 6B
Wildlife Proximity Map

N W E S

0.5 Miles

Project #: 125-251
Produced By: JDH
Date: 5/13/2024



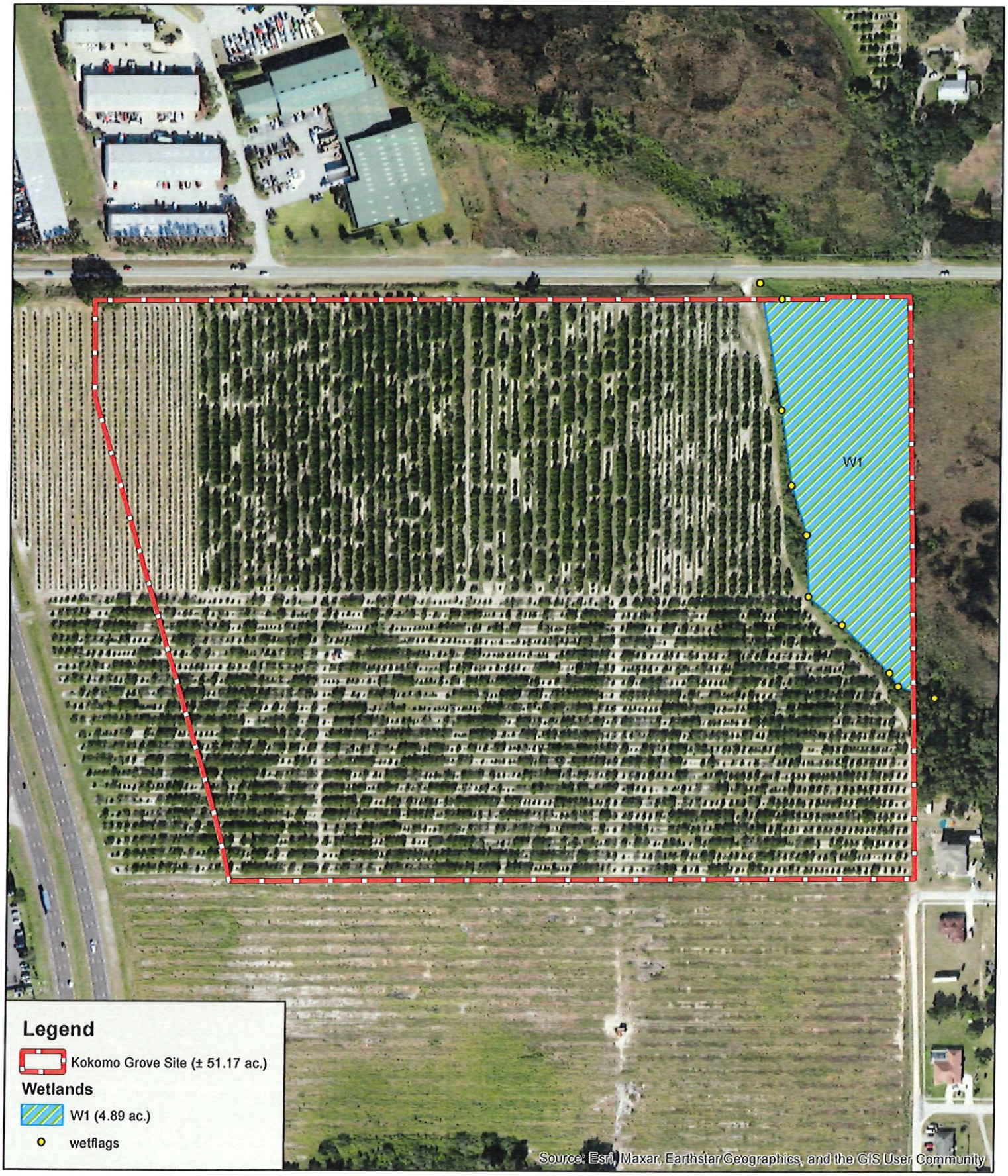
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Kokomo Grove Site
Polk County, Florida
Figure 7
USFWS Consultation Areas Map

N
W E
S

500
Feet

Project #: 125-251
Produced By: JDH
Date: 5/13/2024



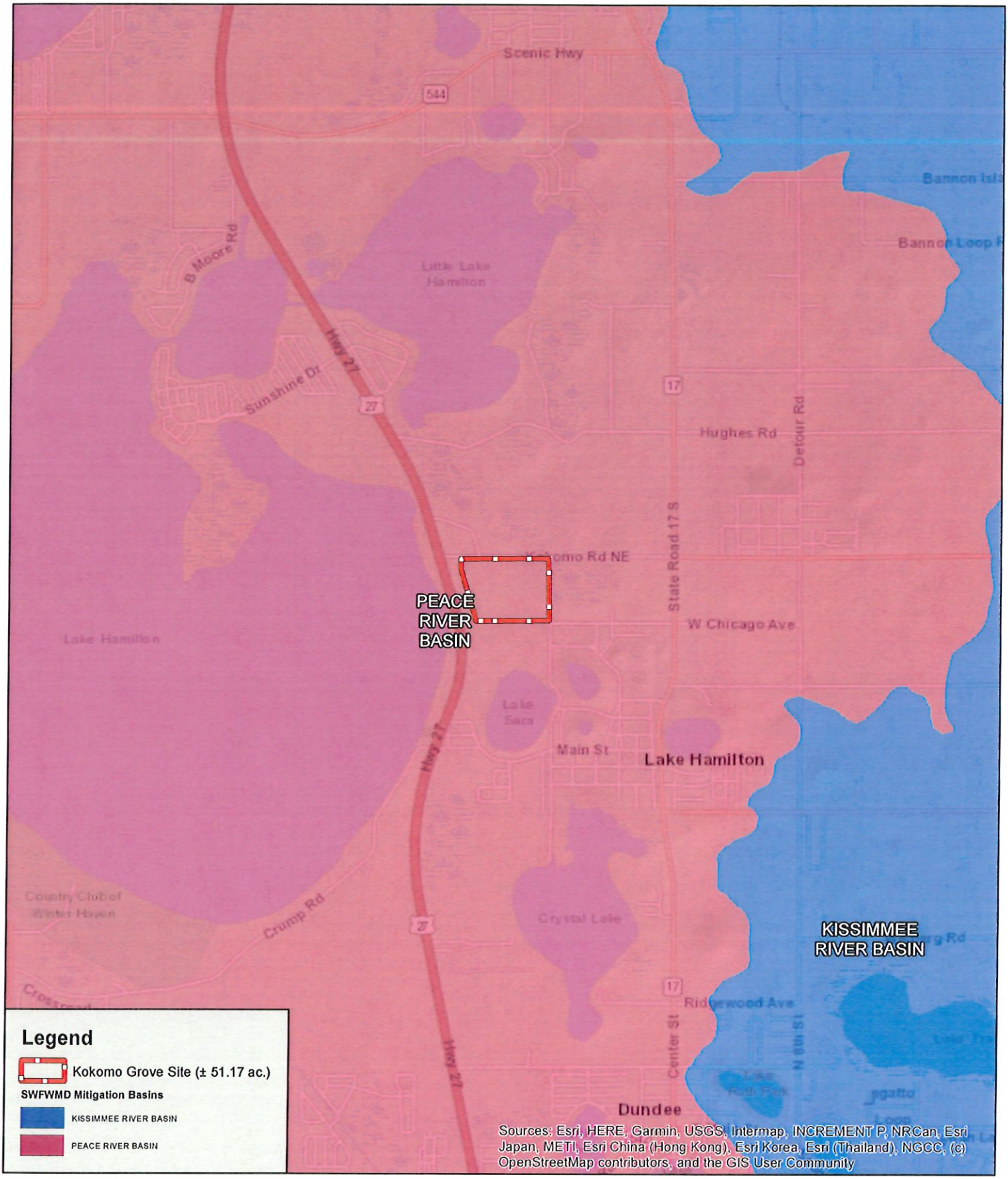
Bio-Tech Consulting
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3025 East South Street Orlando, FL 32803
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www.bio-techconsulting.com

Kokomo Grove Site
Polk County, Florida
Figure 8
Wetlands Map

N
W E
S

300
Feet

Project #: 125-251
Produced By: CRE
Date: 6/12/2024



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Kokomo Grove Site
Polk County, Florida
Figure 9
SWFWMD Mitigation Basins Map

N
W E
S

0.5
Miles

Project #: 125-251
Produced By: JDH
Date: 5/13/2024

EagleWatch Map



6/14/2024, 1:13:42 PM

1:36,112

0 0.28 0.55 1.1 mi

0 0.42 0.85 1.7 km

Bald Eagle Nest Locations

- unmonitored
- Audubon

Maxar, University of South Florida, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

ArcGIS Web AppBuilder
Maxar | Esri Community Maps Contributors, University of South Florida, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA,

Table 1:	Potentially Occurring Listed Wildlife and Plant Species in Polk County, Florida		
Scientific Name	**Common Name**	**Federal Status**	**State Status**
REPTILES			
Alligator mississippiensis	American alligator	SAT	FT(S/A)
Drymarchon corais couperi	eastern indigo snake	LT	FT
Gopherus polyphemus	gopher tortoise	C	ST
Lampropeltis extenuata	short-tailed snake	N	ST
Pituophis melanoleucus mugitus	Florida pine snake	N	ST
Plestiodon egregius lividus	blue-tailed mole skink	LT	FT
Plestiodon reynoldsi	sand skink	LT	FT
BIRDS			
Ammodramus savannarum floridanus	Florida grasshopper sparrow	LE	FE
Antigone canadensis pratensis	Florida sandhill crane	N	ST
Aphelocoma coerulescens	Florida scrub-jay	LT	FT
Athene cunicularia floridana	burrowing owl	N	ST
Caracara cheriway	Crested Caracara	LT	N
Egretta caerulea	little blue heron	N	ST
Egretta tricolor	tricolored heron	N	ST
Falco sparverius paulus	southeastern American kestrel	N	ST
Mycteria americana	wood stork	LT	FT
Rostrhamus sociabilis plumbeus	Everglade snail kite	LE	FE
Sternula antillarum	Least Tern	N	ST
MAMMALS			
Eumops floridanus	Florida bonneted bat	LE	FE
VASCULAR PLANTS			
Agrimonia incisa	Incised Groove-Bur	N	T
Bonamia grandiflora	Florida bonamia	LT	E
Calamintha ashei	Ashe's savory	N	T
Calopogon multiflorus	Many-flowered Grass-pink	N	T
Centrosema arenicola	Sand Butterfly Pea	N	E
Chionanthus pygmaeus	pygmy fringe tree	LE	E
Chrysopsis highlandsensis	Highlands Goldenaster	N	E
Cladonia perforata	Perforate Reindeer Lichen	LE	E
Clitoria fragrans	scrub pigeon-wing	LT	E
Coelorachis tuberculosa	Piedmont Jointgrass	N	T
Coleataenia abscissa	cutthroat grass	N	E
Conradina brevifolia	short-leaved rosemary	LE	E
Crotalaria avonensis	Avon Park rabbit-bells	LE	E
Dicerandra frutescens	scrub mint	LE	E
Dicerandra modesta	Blushing Scrub Balm	N	E
Eriogonum longifolium var gnaphalifolium	scrub buckwheat	LT	E
Hartwrightia floridana	hartwrightia	N	T
Hypericum cumulicola	Highlands scrub hypericum	LE	E
Hypericum edisonianum	Edison's ascyrum	N	E

Illicium parviflorum	star anise	N	E
Lechea cernua	nodding pinweed	N	T
Lechea divaricata	pine pinweed	N	E
Liatris ohlingerae	Florida blazing star	LE	E
Lupinus aridorum	scrub lupine	LE	E
Matelea floridana	Florida spiny-pod	N	E
Nemastylis floridana	Celestial Lily	N	E
Nolina brittoniana	Britton's beargrass	LE	E
Ophioglossum palmatum	hand fern	N	E
Paronychia chartacea ssp *chartacea*	paper-like nailwort	LT	E
Pecluma plumula	Plume Polypody	N	E
Pecluma ptilota var. bourgeauana	Compy Bolypody	N	E
Peperomia humilis	Terrestrial Peperomia	N	E
Platanthera integra	Yellow Fringeless Orchid	N	E
Polygala lewtonii	Lewton's polygala	LE	E
Polygonella basiramia	Florida Jointweed	LE	E
Polygonella myriophylla	Small's jointweed	LE	E
Prunus geniculata	scrub plum	LE	E
Pteroglossaspis ecristata	Giant Orchid	N	T
Rhynchospora megaplumosa	Large-plumed Beaksedge	N	E
Salix floridana	Florida willow	N	E
Schizachyrium niveum	Scrub Bluestem	N	E
Stylisma abdita	scrub stylisma	N	E
Thelypteris serrata	Toothed Maiden Fern	N	E
Warea amplexifolia	clasping warea	LE	E
Warea carteri	Carter's warea	LE	E
Zephyranthes simpsonii	Redmargin Zephyrlily	N	T
Ziziphus celata	scrub ziziphus	LE	E

FEDERAL LEGAL STATUS

LE-Endangered: species in danger of extinction throughout all or a significant portion of its range.
LT-Threatened: species likely to become Endangered within the foreseeable future throughout all or a significant portion of its range.
SAT-Endangered due to similarity of appearance to a species which is federally listed such that enforcement personnel have difficulty in attempting to differentiate between the listed and unlisted species.
C-Candidate species for which federal listing agencies have sufficient information on biological vulnerability and threats to support proposing to list the species as Endangered or Threatened.
XN-Non-essential experimental population.
N-Not currently listed, nor currently being considered for listing as Endangered or Threatened.

STATE LEGAL STATUS - ANIMALS

FE- Listed as Endangered Species at the Federal level by the U. S. Fish and Wildlife Service
FT- Listed as Threatened Species at the Federal level by the U. S. Fish and Wildlife Service
FXN- Federal listed as an experimental population in Florida
FT(S/A)- Federal Threatened due to similarity of appearance
ST- State population listed as Threatened by the FFWCC. Defined as a species, subspecies, or isolated population which is acutely vulnerable to environmental alteration, declining in number at a rapid rate, or whose range or habitat is decreasing in area at a rapid rate and as a consequence is destined or very likely to become an endangered species within the foreseeable future.
SSC-Listed as Species of Special Concern by the FFWCC. Defined as a population which warrants special protection, recognition, or consideration because it has an inherent significant vulnerability to habitat modification, environmental alteration, human disturbance, or substantial human exploitation which, in the foreseeable future, may result in its becoming a threatened species. (SSC* for Pandion haliaetus (Osprey) indicates that this status applies in Monroe county only.)
N-Not currently listed, nor currently being considered for listing.

*** State protected by F.A.C. 68A-16.002 and federally protected by both the Migratory Bird Treaty Act (1918) and the Bald and Golden Eagle Protection Act (1940)*

STATE LEGAL STATUS - PLANTS

E-Endangered: species of plants native to Florida that are in imminent danger of extinction within the state, the survival of which is unlikely if the causes of a decline in the number of plants continue; includes all species determined to be endangered or threatened pursuant to the U.S. Endangered Species Act.
T-Threatened: species native to the state that are in rapid decline in the number of plants within the state, but which have not so decreased in number as to cause them to be Endangered.
N-Not currently listed, nor currently being considered for listing.

APPENDIX A – Town of Lake Hamilton Land Development Code

DIVISION 3. - WETLANDS PROTECTION

Sec. 16-552. - Purpose and intent.

The town council has determined that wetlands contiguous to waters of the state, and noncontiguous and isolated wetlands serve important functions in the hydrologic cycle and ecological system and therefore require protection. It is the purpose and intent of this division to provide for the protection, maintenance, and enhancement of wetlands within the town in accordance with the adopted comprehensive plan, recognizing the rights of individual property owners to use their lands in a reasonable manner as well as the rights of all citizens to protection and purity of the waters of the town and their associated wetland ecosystems. It is further the purpose and intent of this division to ensure that there is no net loss of wetlands as defined in this chapter.

(Land Development Code 1995, § 4.03.01)

Sec. 16-553. - Exemptions.

Activities or development types which are exempted from this division include:

(1) Nonmechanical clearing of vegetation from an area of less than ten percent of the protected zone.

(2) Minor maintenance or emergency repair to existing structures of improved areas.

(3) Cleared walking trails having no structural components.

(4) Timber catwalks and docks four feet or less in width.

(5) Utility crossings.

(6) Maintenance of drainage systems, including routine dredge and fill activities in ditches, retention and detention areas, public road and other rights-of-way.

(7) Bona fide mosquito control activities.

(8) Development in wetlands one-half acre or smaller; provided, however, that if the entire wetland exceeds this threshold for exemption whether on one or more lots, then the entire wetland is regulated as otherwise provided in this division.

(9) Activities within artificial wetlands are created as part of a manmade wastewater treatment system.

(10) Activities approved by federal, state, or regional agency prior to May 31, 1995.

(Land Development Code 1995, § 4.03.05)

Sec. 16-554. - Relationship to other requirements relating to wetlands protection.

In addition to meeting the wetlands protection requirements set forth in this division, development plans shall comply with applicable federal, state and water management district regulations. In all cases, the strictest of the applicable standards shall apply.

(Land Development Code 1995, § 4.03.02)

Sec. 16-555. - Protection zones established.

Two zones of protection for wetlands are hereby established. The protection zones shall be known as the "wetland protection" and "wetland transitional" zones.

(1) *Wetland protection zone.* There is hereby created a wetland protection zone in which special restrictions on development apply. The boundaries of this zone shall be the most landward extent of the following:

a. Areas within the dredge and fill jurisdiction of the Department of Environmental Protection (FDEP) as authorized by F.S. ch. 403.

b. Areas within the jurisdiction of the U.S. Army Corps of Engineers as authorized by section 404, Clean Water Act or section 10, River and Harbor Act.

c. Areas within the jurisdiction of the Southwest Florida Water Management District pursuant to F.A.C. ch. 40D-4.

d. Development requiring a permit or permits from one or more of the U.S. Army Corps of Engineers, FDEP, and the Southwest Florida Water Management District (SWFWMD), shall have the most restrictive agency wetlands boundary determination recognized by the town as the wetlands boundary. The term most restrictive is used here to mean the boundary covering the largest area.

e. In circumstances where the natural boundary of wetland vegetation is unclear, the line of demarcation may be approximated at a surveyed elevation measured at a location in the same wetland where the natural line is clear.

f. In the event an undeveloped area has been recently cleared of all vegetation, the wetland boundary may be determined by a study of the soils, aerial mapping, photography, hydrology, and other relevant historical information.

(2) *Wetland transitional zone.* There is hereby created a wetland transitional zone adjacent to each wetland protection zone. The transitional zone is an area having a direct ground or surface water influence and functions as a buffer between wetlands and development. The purpose of the transitional zone is to minimize the adverse effects of development upon the wetland itself. This zone shall encompass all land within 200 feet of the boundary of the

wetland protection zone unless the applicant is able to demonstrate to the town council's satisfaction that the functions of the wetland can be protected with a smaller transitional zone. In no case, however, shall a transitional zone of less than 30 feet be approved.

(Land Development Code 1995, § 4.03.03)

Sec. 16-556. - Permit and management plan required.

Except as provided in this division, no person shall remove, fill, drain, dredge, clear, destroy or alter any wetland as defined in this chapter without first submitting a wetland management plan to the development director and obtaining from the town council a wetland alteration permit. This permit may be issued concurrently with any other land development permits issued by the town.

(Land Development Code 1995, § 4.03.04)

Sec. 16-557. - Development standards.

(a) *Wetland protection zone.*

(1) Except as otherwise provided in this division, it is presumed that development will have an adverse effect on wetlands. No activities other than the ones set forth in subsection (a)(2) of this section shall be undertaken in a wetland protection zone.

(2) Activities permitted in wetland protection zones. The following activities and development types generally may be undertaken unless the town council determines in a specific case that a listed activity or development type would have a significant adverse impact on the wetland protection zone:

a. Scenic, historic, wildlife, or scientific preserves.

b. Minor maintenance or emergency repair to existing structures or improved areas.

c. Cleared walking trails of four feet or less in width and having no structural components.

d. Timber catwalks and docks four feet or less in width.

e. Commercial or recreational fishing or hunting, and creation and maintenance of temporary blinds.

f. Cultivating agricultural or horticultural products that occur naturally on the site.

g. Constructing fences where no fill activity is required and where navigational access will not be impaired by construction of the fence.

h. Developing an area that no longer functions as a wetland, except a former wetland that has been filled or altered in violation of any federal, state, or local rule, regulations, or statute. This condition shall be certified by the state department of environmental protection (FDEP) or other appropriate agency.

i.

Developing a "wetlands stormwater discharge facility" in accordance with state permits received under F.A.C. ch. 62-25.

j. Water dependent activities which cannot feasibly be located outside the wetland protection zone. The following are permittable water dependent activities:

1. Projects not exceeding 10,000 cubic yards of material placed in or removed from watercourses, water bodies or wetland.
2. Installation of channel markers, signs, and fences.
3. Installation of underwater utility lines or facilities, including water, wastewater, electricity, communication cables, oil or gas. Lines may be entrenched in (not exceeding 10,000 cubic yards of dredging), laid on, or embedded in bottom waters.
4. Construction of foot bridges and vehicular bridges.
5. Replacement or widening of bridges on pilings or trestles where the effects of pollutants discharged into open waters are minimized.

(b) *Wetland transitional zone.*

(1) *Development potential.* All development in a wetland transitional zone shall be designed, constructed and maintained to avoid significant adverse effects on the adjacent wetland area. Where a development site lies partly within the wetland protection zone and partly within the wetland transitional zone, the acreage within a wetland protection zone may be used to determine the total allowable units or square footage of development that will be allowed on a site. This development potential shall be transferred from the wetland protection zone to the wetland transitional zone.

(2) *Special standards.* The following standards shall apply within wetland transitional zones:

a. Natural vegetative buffer areas shall be retained between all development and all wetland protection zones, where such buffer areas exist. The minimum width of the buffer shall be 30 feet, or as the town council determines to be appropriate. No structure shall be located in such areas. Impervious surfaces shall be limited to roads or walking trails providing access to a body of water. Where a natural buffer area does not exist, an equivalent buffer shall be created.

b. The developer shall completely restore any portion of a wetland protection zone damaged as a result of construction activity in the wetland transitional zone.

c. The town council may require other reasonable protective measures to be undertaken within the wetland transitional zone as necessary to prevent significant adverse effects on a wetland protection zone. Protective measures may include, but are not limited to:

1. Maintaining natural drainage patterns.
2. Limiting the removal of vegetation.

3. Minimizing the amount of fill used in the development activity.
4. Prohibiting or limiting the use of septic tanks.

(Land Development Code 1995, § 4.03.06)

Sec. 16-558. - Mitigation.

(a) The town council may require mitigation of adverse impacts on wetlands as a condition of development approval if it finds that such impacts are unavoidable. In such cases, action will be taken during or after development to reduce or counteract damage to wetland areas. A mitigation plan approved by a federal, state, or regional agency shall be acceptable to the town. Mitigation shall not contribute to the production of mosquito larval habitat or by eliminating habitat for predatory fish.

(b) The mitigation plan may include, but is not limited to, the following actions:

(1) Repairing, rehabilitating, or restoring the wetland area.

(2) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the development.

(3) Compensating for the impact through enhancement of existing wetlands, reestablishment of wetlands which are no longer functioning, or the creation of new wetlands.

(4) Specific design requirements, to be determined by the town council based upon conditions of the site and the type of wetland to be created or restored.

(5) Periodic monitoring to remove exotic or nuisance vegetation.

(6) Preserving or creating an upland habitat as an adjacent transitional zone on mitigated sites.

(c) A developer of a compensatory mitigation plan shall grant a conservation easement in accordance with F.S. § 704.06 and this division on the newly purchased, created, enhanced or restored environmentally sensitive lands to protect them from future development. A legal mechanism other than a conservation easement may be considered, if appropriate, to carry out the purpose of this section.

(Land Development Code 1995, § 4.03.07)

Sec. 16-559. - Prohibited ongoing activities.

The following standards apply to post-development activities taking place within any wetland protection zone or wetland transitional zone:

(1) *Clearing.* Without an amendment to the development order, no person shall clear more vegetation than was permitted for the original development.

(2)

Handling and storage of fuel, hazardous and toxic substances and wastes developments. The place where fuel or toxic substances will be stored, transferred, or sold shall employ the best available facilities and procedures for the prevention, containment, recovery, and mitigation of spillage of fuel and toxic substances. Facilities and procedures shall be designed to prevent substances from entering the water or soil, and employ adequate means for prompt and effective cleanup of spills that do occur.

(3) *Fertilizers, herbicides, or pesticides.* Fertilizer, herbicides, or pesticides shall not be applied in a wetland protection zone except for projects conducted under the authority of the Surface Water Improvement and Management Act (F.S. § 373.451 et seq.) and governmentally authorized mosquito control programs.

(Land Development Code 1995, § 4.03.08)

Secs. 16-560—16-581. - Reserved.

DIVISION 4. - LAKE PROTECTION

Sec. 16-582. - Purpose and intent.

It is the purpose of this division to maintain water quality and reduce nutrient loading in the town's lakes. In order to achieve this, the standards in this division restrict the amount of clearing or removal of shoreline vegetation and require additional stormwater treatment.

(Land Development Code 1995, § 4.04.01)

Sec. 16-583. - Relationship to other requirements relating to lake protection.

In addition to meeting the requirements of this division, developments shall comply with applicable federal, state and water management district regulations. In all cases, the strictest of standards shall apply.

(Land Development Code 1995, § 4.04.02)

Sec. 16-584. - Shoreline protection zones established.

Two zones of protection for lakes are hereby established. The protection zones shall be known as the "primary shoreline protection zone" and the "secondary shoreline protection zone."

(1) *Primary shoreline protection zone.* The primary shoreline protection zone extends from the water's edge to a point 50 feet landward of the Ordinary High Water Line (OHWL).

(2) *Secondary shoreline protection zone.* The secondary shoreline protection zone extends 150 feet landward from the outer edge of the primary protection zone.

(Land Development Code 1995, § 4.04.03)

Sec. 16-585. - Development standards for primary shoreline protection zones.

Except through the following provisions, no development shall be undertaken within a primary shoreline protection zone:

(1) *Permitted activities and development types.*

a. Emergency repairs on existing facilities where such repairs are necessary for the preservation of life, health, or property and are taken to accomplish the purpose of this division.

b. Activities connected with maintenance of a structural stormwater or drainage control system, where such activities do not constitute major construction or rebuilding.

c. Lawn mowing, trimming of vegetation, and other lawn maintenance activities will not result in the clearance of shoreline vegetation.

d. Maintenance of lakefront property whose shoreline has previously been cleared, provided that the clearing has been continuously maintained. However, if shoreline vegetation has been allowed to reestablish itself, a permit must be obtained to clear it.

e. Activities carried out by government agencies.

f. Nonmechanical clearing of vegetation from an area of less than ten percent of the primary shoreline protection zone from water's edge to the landward extent of the primary shoreline protections zone.

g. Minor maintenance or emergency repair of existing structures in improved areas.

h. Clearing of shoreline vegetation from water's edge to the landward edge of the primary shoreline protection zone, to create a walking trail having no structural components, not to exceed four feet in width.

i. Timber catwalks, docks, and trail bridges that are less than or equal to four feet wide, provided that no filling, flooding, dredging, draining, ditching, tilling or excavating is done, except limited filling and excavating necessary for the installation of pilings.

j. Utility crossings.

k. Bona fide mosquito control activities.

l. Scenic, historic, wildlife, or scientific preserves.

m. Commercial or recreational fishing, hunting or trapping, and creation and maintenance of temporary blinds.

n. Constructing fences where no fill activity is required.

o. Developing a "Wetlands Storm Water Discharge Facility" or "Treatment Wetland" in accordance with state permits received under F.A.C. chs. 62-25 and 62-611.

p. All docks, piers and boat houses developed in conformance with applicable requirements of this chapter.

q. Water dependent activities which cannot feasibly be located outside the primary shoreline protection zone. The following are permittable water dependent activities:

1. Marinas and other projects not exceeding 10,000 cubic yards of material placed in or removed from watercourses, water bodies or wetlands.
2. Installation of channel markers, signs, and fences.
3. Installation of underwater utility lines or facilities, including water, wastewater, electricity, communication cables, oil or gas. Lines may be entrenched in (not exceeding 10,000 cubic yards of dredging), laid on, or embedded in bottom waters.
4. Construction of foot bridges and vehicular bridges.
5. Replacement or widening of bridges on pilings or trestles where the effects of pollutants discharged into open waters are minimized.

r. The water dependent activity shall be designed, constructed, and maintained so as to minimize adverse impacts on the shoreline protection zone. Marinas and other appropriate developments shall post the following signs where they are readily visible to all users of the development:

1. Regulations pertaining to handling and disposal of waste, sewage, or toxic materials.
2. Regulations prohibiting the use of vessel toilets unless these toilets are self-contained or have approved treatment device.
3. Regulations prohibiting the disposal of fish cleaning wastes or unused bait in or near the development.

s. Marinas shall include boat launch facilities unless the applicant can demonstrate that providing such facilities is not feasible, or it is determined by the town that the ramp would be excessively damaging to the aquatic environment.

(2) *Clearing of shoreline areas.*

a. A permit shall not be required for clearing less than 25 feet of shoreline.

b. The development director shall grant a permit only if the applicant demonstrates that the planned clearing:

1. Meets erosion control requirements of section 16-490.
2. Will utilize alternative vegetation to ensure that the nutrient level in the lake is not raised by the removal of existing vegetation.
3. Will not otherwise violate the intent and purpose of this division.

c. All mechanically cleared or trimmed vegetation shall be removed from the lake and shoreline within 24 hours of cutting.

(Land Development Code 1995, § 5.04.04)

Sec. 16-586. - Development within the secondary shoreline protection zone.

All development in a secondary shoreline protection zone shall be designed, constructed and maintained to avoid adverse effects on the primary shoreline protection zone and in accordance with the following requirements:

(1) All development shall be set back at least 50 feet from the landward boundary of the primary shoreline protection zone.

(2) Impervious surfaces, including buildings, walkways and other paved areas, shall be limited to 40 percent of the land area of the entire site.

(3) The development shall retain a minimum of 25 percent of the natural vegetation on the site.

(4) Point source and nonpoint source discharges into any lake are prohibited, except for stormwater.

(5) If no natural vegetation exists, strips of buffer vegetation shall be planted between development activities and the primary shoreline protection zone. Buffers shall be a minimum of ten feet wide and shall be composed of native plant species or other plants permitted for landscaping purposes.

(6) The developer shall completely restore any portion of a primary shoreline protection zone damaged during construction.

(7) The town council may require other reasonable protective measures to be undertaken within the secondary shoreline protection zone as necessary to prevent significant adverse effects on the primary shoreline protection zone. Protective measures may include, but are not limited to:

a. Maintaining natural drainage patterns.

b. Limiting the removal of vegetation to the minimum necessary to carry out the development activity.

c. Expeditiously replanting denuded areas.

d. Minimizing the amount of fill used in the development activity.

e. Disposing of dredged spoil at specified locations in a manner causing minimal environmental damage.

f. Constructing channels at the minimum depth and width necessary to achieve their intended purposes, and designing them to prevent slumping and erosion and allow revegetation of banks.

g. Designing, locating, constructing and maintaining all development in a manner that minimizes environmental damage.

(Land Development Code 1995, § 4.04.05)

Sec. 16-587. - Mitigation.

(a) The town council may require mitigation of adverse impacts on shorelines as a condition of development approval if it finds that such impacts are unavoidable. In such cases, action will be taken during or after development to reduce or counteract damage to shoreline areas. A mitigation plan approved by a federal, state, or regional agency shall be acceptable to the town. Mitigation shall not contribute to the production of mosquitoes by creating mosquito larval habitat or by eliminating habitat for predatory fish. The mitigation plan may include, but is not limited to, the following actions:

(1) Minimizing impacts by limiting the degree or magnitude of the action or its implementation.

(2) Rectifying the impact by repairing, rehabilitating, or restoring the affected environment.

(3) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.

(4) Compensating for the impact by replacing or providing substitute resources or environments through creation of new shoreline, enhancement of existing lakes or reestablishment of shoreline vegetation in the littoral zone.

(b) A developer of a compensatory mitigation plan shall grant a conservation easement in accordance with F.S. § 704.06 and this chapter on the area which is the object of the mitigation plan. A legal mechanism other than a conservation easement may be considered, if appropriate, to carry out the purpose of this subsection.

(Land Development Code 1995, § 4.04.06)

Sec. 16-588. - Prohibited ongoing activities.

The following standards apply to post-development activities taking place within any primary or secondary shoreline protection zone:

(1) *Clearing.* Without an amendment to the development order, no person shall clear more vegetation than permitted for the original development.

(2) *Handling and storage of fuel, hazardous and toxic substances, and wastes development.* The place where fuel or toxic substances will be stored, transferred, or sold shall employ the best available facilities and procedures for the prevention, containment, recovery, and mitigation of spillage of fuel and toxic substances. Facilities and procedures shall be designed to prevent substances from entering the water or soil and employ adequate means for prompt and effective cleanup of spills that do occur.

(3)

Fertilizers, herbicides, or pesticides. Fertilizers, herbicides, or pesticides shall not be applied in a primary shoreline protection zone except for projects conducted under the authority of the Surface Water Improvement and Management Act (F.S. § 373.451 et seq.) and governmentally authorized mosquito control programs.

(Land Development Code 1995, § 4.04.07)

Secs. 16-589—16-594. - Reserved.

8.B

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Planning Commission

FROM: Shawna Schuette, Assistant Planner I

AGENDA ITEM: Second Reading and Adoption of Ordinance O-2026-XX; an applicant-initiated request amending the zoning classification of a parcel comprising +/-11.16 acres (parcel identification number: portion of (272817-000000-011030), generally located along the south side of Kokomo Road, approximately 400 ft. East of US 27, from Town Agricultural (AG) to Town Highway Commercial (C-1).

First Reading of Ordinance was held on April 7, 2026. Continued from June 2, 2026 Regular Council Meeting.

DATE: July 7, 2026

SUMMARY & RECOMMENDATION: The applicant is requesting to rezone from AG to C-1 to facilitate the development of a commercial retail center. The applicant has a companion FLU application requesting Commercial Service (CS) FLU designation. The attached staff report provides an analysis of the request.

Council may consider the request if it determines whether it is consistent with the Comprehensive Plan and compatible with the surrounding area.

CONSENT AGENDA ☐ **OLD BUSINESS** ☒ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: N/A

RECOMMENDATION:

ATTACHMENT(S):
Ordinance_O-26-XX_-_KG_Zoning_Commercial.pdf
Kokomo_Groves_Commercial_Zoning_Staff_Report__1_.docx

Affidavit - Notice of Hearing 2026-05-18 Commerical EXECUTED.pdf
Kokomo Grove Environmental Study (1).pdf

ORDINANCE O-26-XX

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, POLK COUNTY, FLORIDA AMENDING THE ZONING DISTRICT OF ONE (1) PARCEL COMPRISING +/-11.16 ACRES (PARCEL IDENTIFICATION NUMBER: PORTION OF 272817-000000-011030, GENERALLY LOCATED ALONG THE SOUTH SIDE OF KOKOMO ROAD, APPROXIMATELY 400 FT. EAST OF US 27 FROM TOWN AGRICULTURAL LANDS (AG) TO TOWN HIGHWAY COMMERCIAL (C-1); AMENDING THE ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR REPEALS; PROVIDING FOR CODIFICATION; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3167(g), Florida Statutes, empowers local governments to adopt land development regulations to guide growth and development of the Town, and amend such regulations from time to time; and

WHEREAS, pursuant to Section 163.041(c) Florida Statutes, the Planning Commission and the Town Council have held Public Hearings to consider the rezoning of lands described below, which will amend the Zoning Map of the Town; and

WHEREAS, an application was submitted to the Town to amend the Future Land Use classification of the property from Agricultural Lands (AG) to Commercial Service (CS), said amendment having been approved by the Town Council as set forth in Ordinance O-26-xx; and

WHEREAS, an application has been submitted requesting approval of a rezoning to change the zoning from Agricultural Lands (AG) to Highway Commercial (C-1); and

WHEREAS, Public Hearings were advertised and held with due public notice to obtain public comment, and have considered all written and oral comments received during public hearings, the Town Council finds the rezoning is consistent with the Future Land Use Element of the Lake Hamilton Comprehensive Plan; and

WHEREAS, the zoning change will further the general health, safety, welfare, and will benefit the Town as a whole.

NOW, THEREFORE BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA:

SECTION 1. RECITALS

The provisions set forth in the recitals of this Ordinance (whereas clauses) are hereby adopted by the Town Council as legislative findings and intent of the Ordinance.

SECTION 2. AMENDMENT TO THE OFFICIAL ZONING MAP

The property rezoned is described in Exhibit "A" of this Ordinance and is attached hereto and made a part of this Ordinance.

SECTION 3. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason held unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Lake Hamilton, Florida, by and through Town Council, hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more section, subsection, sentence, clause or phrases be declared unconstitutional.

SECTION 5. CONFLICTS.

All ordinances and/or resolutions or parts of ordinances and/or resolutions which are in conflict with this ordinance are hereby repealed but only to the extent necessary to alleviate the conflict but shall continue in effect insofar as they are not in conflict herewith.

SECTION 6. REPEALING.

All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. CODIFICATION.

An official, true, and correct copy of this Ordinance and the Town's Comprehensive Plan, as adopted and amended from time to time, shall be maintained by the Town Clerk. The Town Clerk shall make copies available to the public for a reasonable publication charge

SECTION 8. ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS.

Sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Administrator or his/her designee, without need of public hearing, by filing a corrected or re- codified copy of same with the Town Clerk.

SECTION 9. EFFECTIVE DATE.

The ordinance shall take effect concurrent with the effective date of Ordinance O-2026-XX.

INTRODUCED AND PASSED on first reading at the regular meeting of the Town Council of Lake Hamilton, Florida, held this ___ day of ___, 2026.

PASSED AND ADOPTED on second reading at the Regular meeting of the Town Council of Lake Hamilton, Florida, held this ____ day of ___, 2026.

TOWN OF LAKE HAMILTON, FLORIDA

_____
PHYLLIS HALL, MAYOR

ATTEST WITH SEAL:

_____
JACQUELINE BORJA, TOWN CLERK

APPROVED AS TO FORM:

_____
ANTHONY SABATINI, TOWN ATTORNEY

Record of Vote	**Yes**	**No**
Roberson		
Mathis		
Demanche		
Hall		

EXHIBIT "A"

TOWN OF LAKE HAMILTON
COMPREHENSIVE PLAN AMENDMENT
Ordinance O-26-xx

Kokomo Grove LLC.

Legal Description

COMMENCE FROM THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA AND RUN THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 17, S89°45'06"W A DISTANCE OF 1328.95 FEET; THENCE S00°14'54"E A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD S-546 (KOKOMO ROAD) ACCORDING TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 16503-2602, AND THE POINT OF BEGINNING. THENCE S00°14'54"E A DISTANCE OF 1299.52 FEET TO THE SOUTH LINE OF THE NORTH 22 FEET OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17; RUN THENCE ALONG SAID SOUTH LINE OF THE NORTH 22 FEET, S89°47'07"W A DISTANCE OF 199.22 FEET TO A NON TANGENT AND NON RADIAL POINT ON A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 3254.79 FEET, A DELTA ANGLE OF 05°00'48”, AND A CHORD WHICH BEARS N14°13'23”W A CHORD DISTANCE OF 284.70 FEET, SAID CURVE BEING CONCENTRIC AND 265.00 FEET RADIALLY EAST FROM THE EAST RIGHT OF WAY LINE OF STATE ROAD 25 (U.S. HIGHWAY 27) ACCORDING TO STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 1618-202; RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 284.79 FEET; RUN THENCE ALONG A LINE PARALLEL AND OFFSET 265.00 EAST OF SAID EAST RIGHT OF WAY LINE, N16°43'46”W A DISTANCE OF 842.11 FEET; THENCE N00°14'54”W A DISTANCE OF 215.62 FEET TO SAID SOUTH RIGHT OF WAY LINE OF S-546 (KOKOMO ROAD). RUN THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N89°45'06”E A DISTANCE OF 506.88 FEET TO THE POINT OF BEGINNING.

Parcel (portion of): 272817-000000-011030

EXHIBIT "B"
Excerpts from Existing Zoning Map:

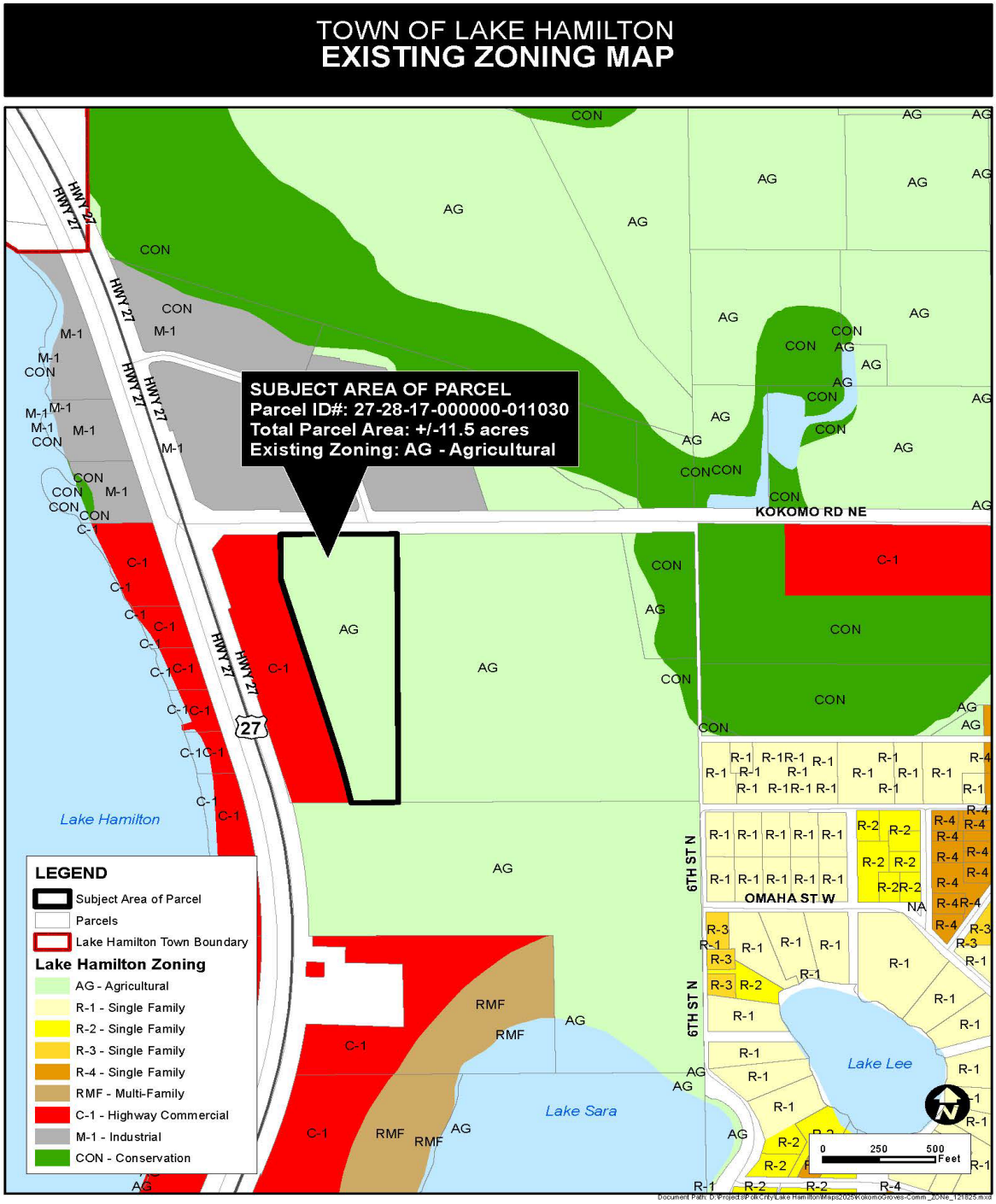
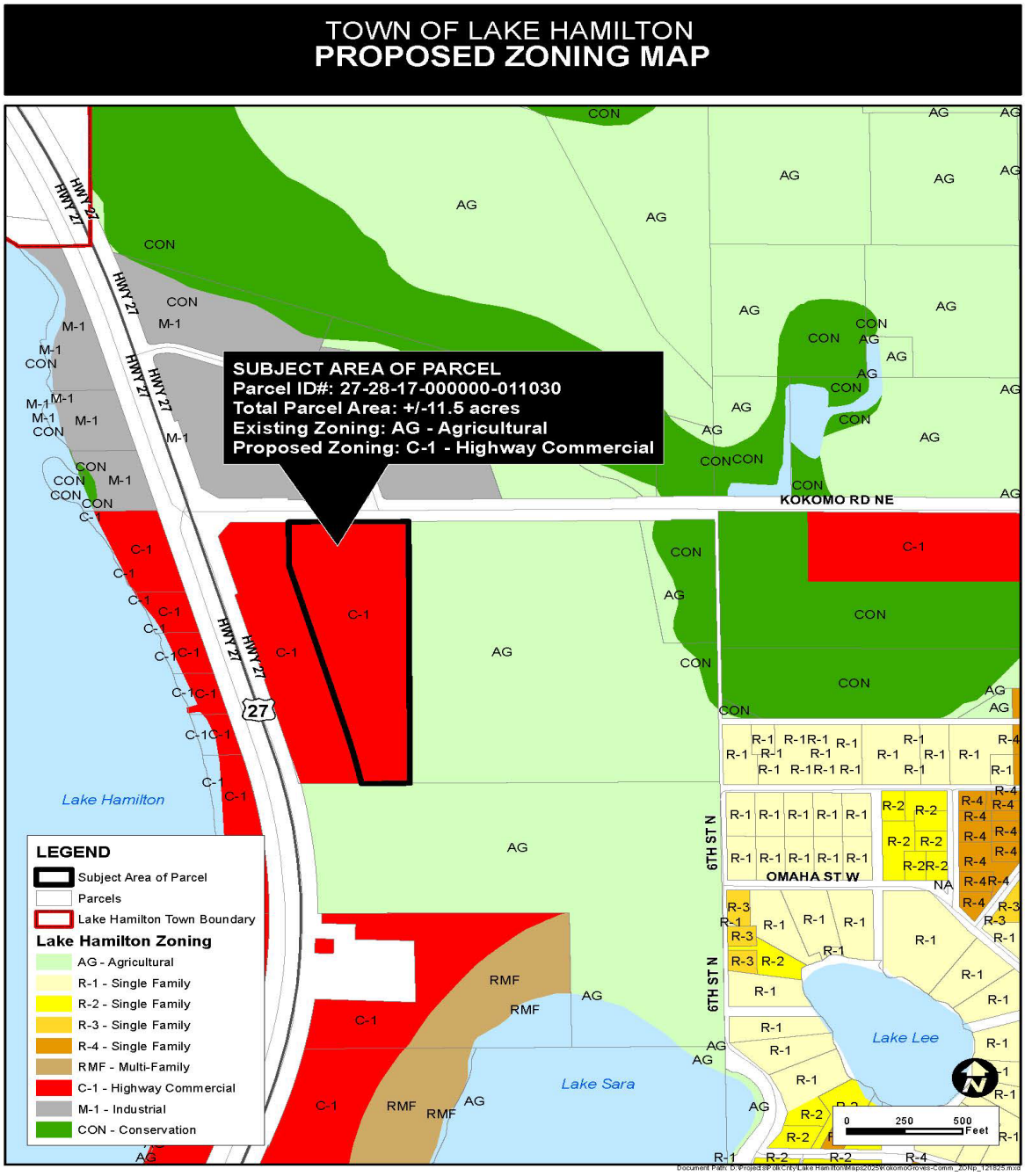


EXHIBIT "B"
Excerpts from Proposed Zoning Map:



Town of Lake Hamilton

Town Council

Zoning Staff Report

May 5, 2026

TO: LAKE HAMILTON TOWN COUNCIL

FROM: COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: **COMMERCIAL REZONING**

Ordinance 2026-XX: An applicant-initiated amendment to the Official Zoning Map of the Town of Lake Hamilton specifically changing the zoning for a portion of a parcel of land that totals approximately 11.16 acres, generally located along the south side of Kokomo Road, approximately 400 ft. east of US 27 (portion of parcel 272817-000000-011030, from Agricultural Lands (AG) to Town Highway Commercial (C-1).

AGENDA & HEARING DATES:

Town Council Meeting (First Reading): May 5, 2026; 6:00 PM
Town Council Meeting (Second Reading): June 2, 2026 6:00PM

Attachments

Aerial Photo | Existing Zoning Map | Proposed Zoning Map | Ordinance 2026-xx Zoning

Overview:

APPLICATIONS	
Owner	Kokomo Grove, LLC.
Agent	Tim Campbell, Esq.
Property Size	± 11.16 acres
Property Location	Generally located along the south side of Kokomo Road, approximately 400 ft. east of US 27
Parcel ID	(portion of parcel 272817-000000-011030
Zoning: Existing	Town Agricultural Lands (AG)
Zoning: Proposed	Town Highway Commercial C-1)

BACKGROUND AND REASON FOR REQUEST:

The applicant is requesting to rezone from AG to C-1 to facilitate the development of a commercial retail center. The applicant has a companion FLU application requesting Commercial Service (CS) FLU designation. Descriptions for both the existing and proposed zoning districts are provided as follows:

Existing Agricultural (AG) Zoning District:

Sec. 16-104 Agricultural District

The AG zoning district summary was removed from the code in 2013. Per Sec. 16-103.1 (chart A-1) Design Standards, AG zoning requires a minimum 1 lot, minimum lot width of 200 ft., and a minimum floor area of 1,500 sq.ft.

Proposed Highway Commercial (C-1) Zoning District:

Sec. 16-108. C-1 Commercial District.

(a) Scope, purpose and permitted uses. This section applies to the C-1 commercial district. The purpose of the C-1 commercial district is to:

(1) Provide for commercial uses of land and buildings along certain highway frontage in a manner that will recognize its economic utility in servicing the motoring public;

(2) Establish certain criteria to promote traffic safety in such service; and

(3) Minimize any adverse effect of such commercial uses on adjoining residential or agricultural districts.

Permitted principal uses are as provided in Table 16-103.1(A), table of land uses.

COMPREHENSIVE PLAN COMPATIBILITY AND ZONING COMPATIBILITY:

Table 1 includes the density/intensity for the amendment to the Zoning Map designations for the property.

Table 1:

Analysis of Impacts from Proposed Rezoning

	Existing Zoning: Agricultural Lands (AG) 11.16 (acres)	Proposed Zoning: Highway Commercial (C-1) (11.16 acres)
Density/Intensity	1 du/ac No Commercial	FAR 0.5
Density Potential	11 dwellings	243,000 sq.sf. of non -residential
Difference	No commercial	No residential

The proposed zoning change can be considered compatible with the surrounding area based on the Future Land Uses and zoning on nearby properties. More information is available in the Land Use Analysis located below

Zoning Analysis:

The subject property is surrounded by properties within the incorporated Town limits, which has been assigned Town Agricultural Lands (AG) to the East (FLU application to Residential Lands (RL-5); Town Agricultural Lands (AG) to the South; Across Kokomo Rd. to the North is Industrial Light (IL); and to the West is Commercial Service (CS) owned by the same owner.

To the East is a vacant property with a proposed residential PUD zoning under same (ownership). The property to the north is developed with warehouses, zoned Industrial (M-1)..To the South is vacant agricultural property, zoned AG. To the West across US 27 is Port 27 an outdoor commercial entertainment complex, zoned C-1.

The Land Use Matrix below outlines the existing and proposed Future Land Use and zoning of the subject portion of the property, the existing Future Land Use and zoning of adjacent properties, and the existing land use of the subject and adjacent properties. Proposed Future Land Use and Zoning Maps are also provided for reference.

Land Use Matrix

Northwest	North	Northeast
FLU: Town Industrial Light (IL) **ZONING**: Industrial (M-1) **EXISTING USE:** warehouses	**FLU: Town Industrial Light (IL)** **ZONING**: Industrial (M-1) **EXISTING USE:** warehouses	**FLU: Town Industrial Light (IL)** **ZONING**: Industrial (M-1) **EXISTING USE:** warehouses
West	**Subject Property**	**East**
FLU: Commercial Service **ZONING**: C-1 **EXISTING USE:** Vacant	**EXISTING FLU:** Agricultural **PROPOSED FLU:** Town C/S **EXISTING ZONING:** Town AG **PROPOSED ZONING:** Town C-1 (see companion application) **EXISTING USE:** Vacant	**FLU:** Agricultural **ZONING**: AG **EXISTING USE:** Vacant
Southwest	**South**	**Southeast**
FLU: Agricultural **ZONING**: C-1 **EXISTING USE:** Vacant	**FLU:** Agricultural **ZONING**: AG **EXISTING USE:** Vacant	**FLU:** Agricultural **ZONING**: AG **EXISTING USE:** Vacant

<u>Public Facilities and Services Analysis</u>:

The following is a summary analysis of the potential impacts on existing public facilities and services.

Potable Water

At this time, the Town can provide potable water for the development. An 8" water line exists along the north side of Kokomo Rd. The owner/developer will be responsible for the cost of any improvements related to the development of the subject property.

Sanitary Sewer

At this time, the Town can provide sanitary sewer for the development. An 8" force main exists along the South property line. The owner/developer will be responsible for the cost of any improvements related to the development of the subject property.

Transportation/Traffic:

The subject property has access to Kokomo Rd. to the North, which is maintained by the Town maintained. At this time, a traffic study was not conducted. When specific uses are identified, during a construction plan review, a traffic study will be provided and reviewed.

Trip generation rates using ITE code 822, 11th edition, anticipated to generate 1,055 ADT's and 128 peak hr trips. Please note: that this property will be developed in conjunction with the adjacent property to the West and will require a major traffic study at the time of construction plans are submitted for review.

Schools

The proposed commercial will not impact Polk County schools.

Recreation/Open Space:

There are no requirements for commercial to provide recreation/open space.

Emergency Services:

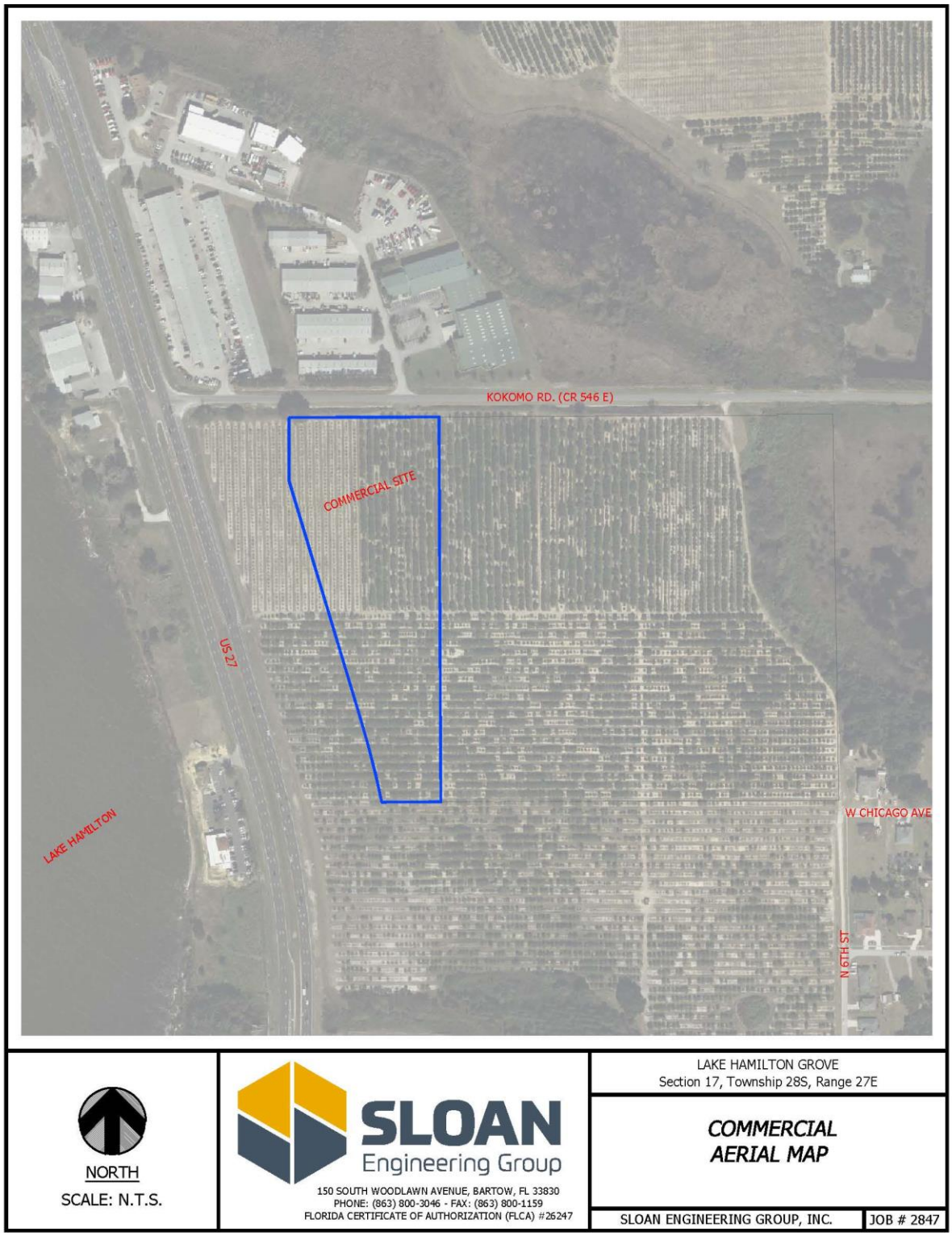
Emergency services for both City and County-operated facilities are all in close proximity to the subject property. Police, fire, and EMS are located within a 3-mile radius (by car) and travel time without sirens is 6 minutes or less.

- Polk County Fire Rescue – 1.5 Miles ~ 4 minutes
- Lake Hamilton Police Department – 1.5 Miles ~ 4 minutes
- Winter Haven Hospital Emergency Room – 9.9 miles ~ 22 minutes
- Lakeland Regional Hospital Emergency Room – 35.6 miles ~ 50 minutes

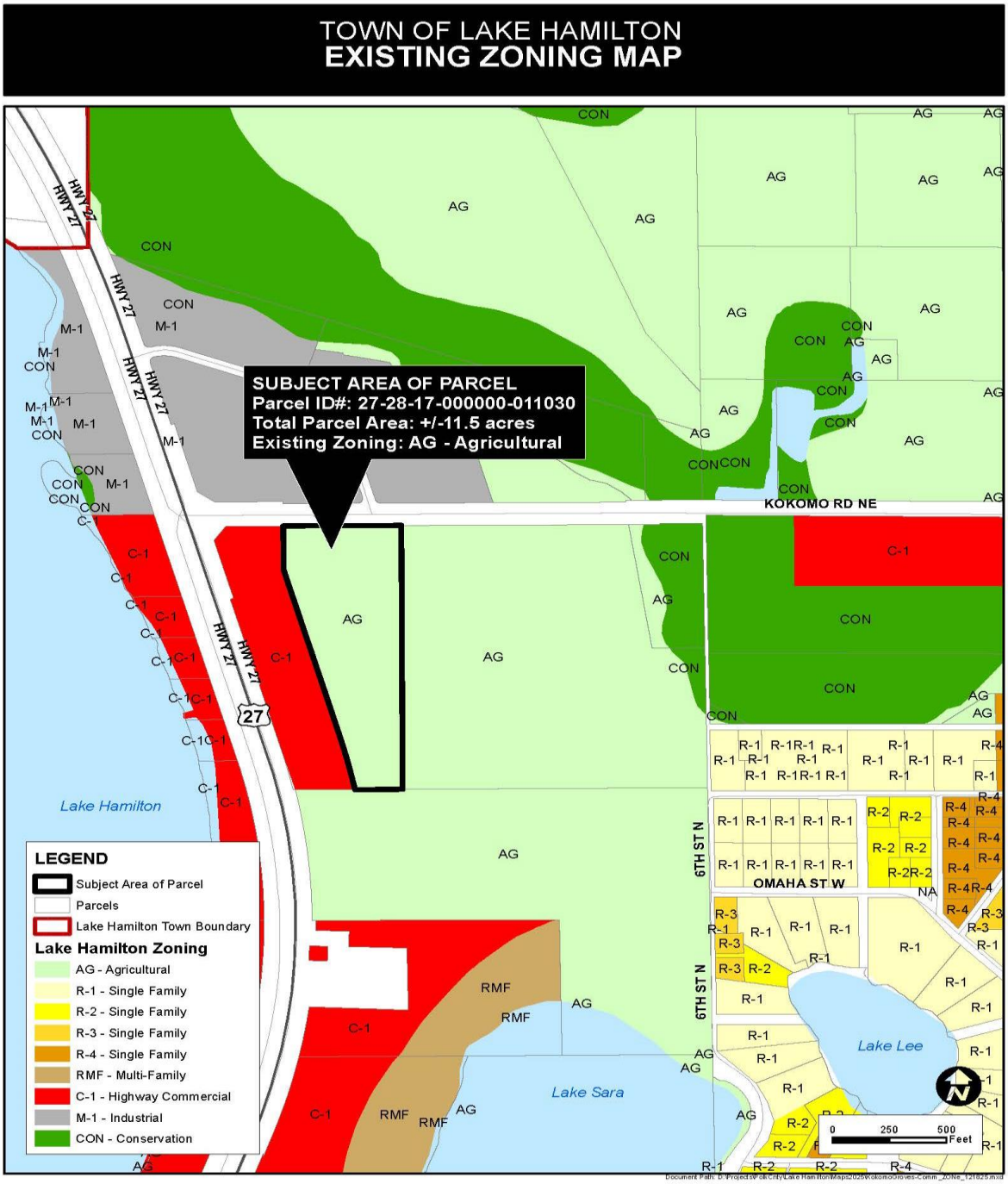
Environmental:
The site does not include wetland or floodplains. The applicant has provided an Environmental Assessment Report for review. No noteworthy observations were identified.

Recommendation:
Council may consider the request if it determines whether it is consistent with the Comprehensive Plan and compatible with the surrounding area.

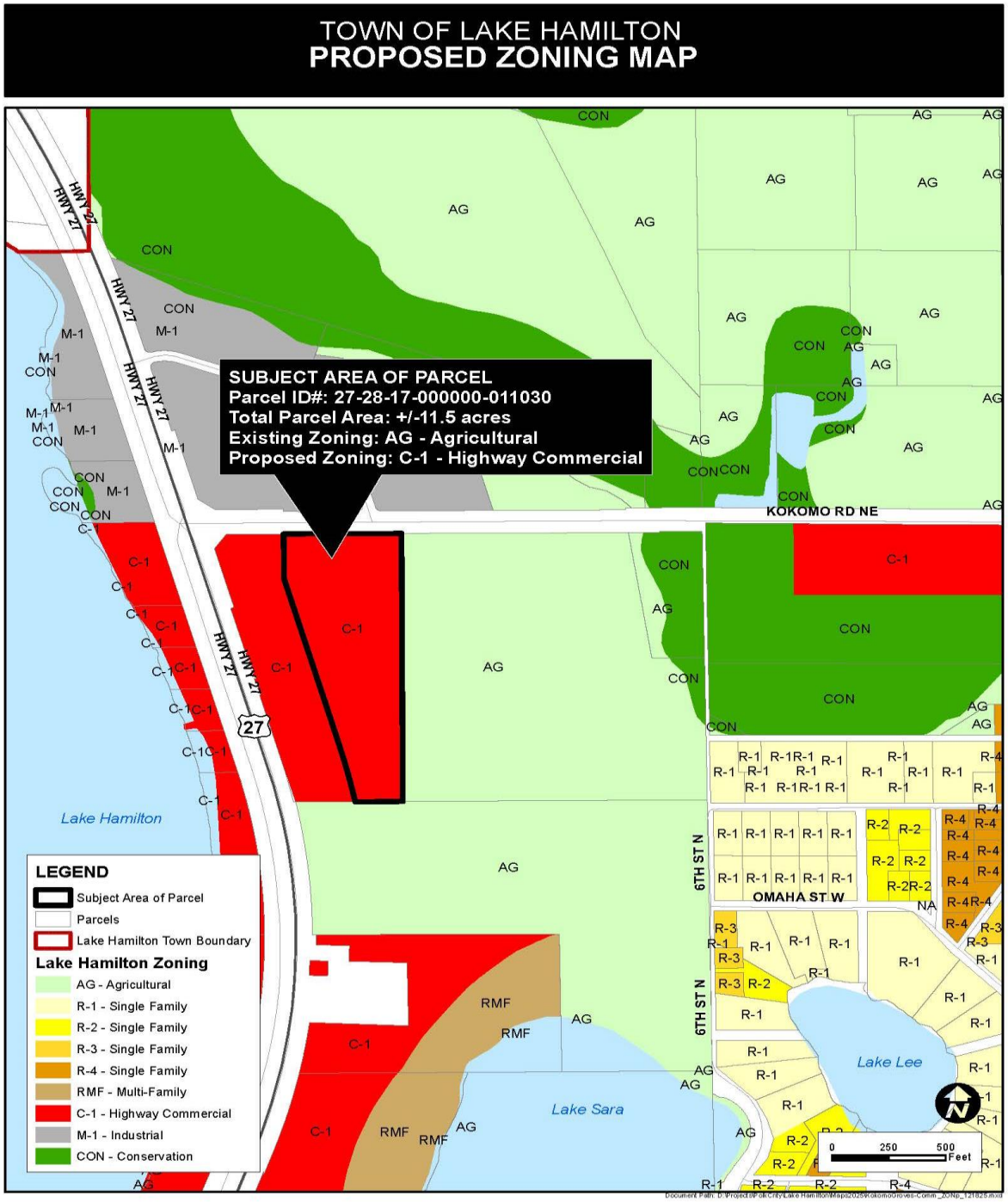
AERIAL MAP


KOKOMO RD. (CR 546 E)
COMMERCIAL SITE
US 27
LAKE HAMILTON
W CHICAGO AVE
N 6TH ST
NORTH
SCALE: N.T.S.
SLOAN
Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 800-3046 - FAX: (863) 800-1159
FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #26247
LAKE HAMILTON GROVE
Section 17, Township 28S, Range 27E
COMMERCIAL
AERIAL MAP
SLOAN ENGINEERING GROUP, INC.
JOB # 2847

Existing Zoning Map



Proposed Zoning Map



Prepared by and return to:
Timothy F. Campbell, Esquire
Clark, Campbell, Lancaster, Workman & Airth, P.A.
500 South Florida Avenue, Suite 800
Lakeland, Florida 33801
tcampbell@clarkcampbell-law.com

AFFIDAVIT

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Timothy F. Campbell (the "**Affiant**"), who deposes and says under penalties of perjury that:

1. As agent for the owner (Kokomo Grove, LLC), Timothy F. Campbell, President of Clark, Campbell, Lancaster, Workman & Airth, P.A., prepared and distributed by Certified Mail, notices of the June 2, 2026, Planning Commission meeting of the Town of Lake Hamilton on May 18, 2026 (the "**Notice of Public Hearing**"), to all adjoining and abutting property owners of the property identified as a portion of Polk County Parcel Identification Number 272817000000011030 (the "**Property**").

2. This affidavit (the "**Affidavit**") is given for the purpose of clearing any possible question to the preparation and distribution of the Notice of Public Hearing to all adjoining and abutting property owners of the Property pursuant to the requirements of the Town of Lake Hamilton Land Development Code.

Affiant further states that he is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts of this Affidavit and understands its context.

TIMOTHY F. CAMPBELL

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 19th day of May, 2026, by Timothy F. Campbell, ☒ who is personally known to me or ☐ has produced _____ as identification and who did take an oath.

MEGAN E. CHARITY
Commission # HH 779817
Expires March 17, 2030

Megan E. Charity
Notary Public
Printed Name: _____
My Commission Expires: _____

Orlando [Headquarters]
3025 East South Street
Orlando, FL 32803

Jacksonville
11235 St. Johns Industrial Pkwy N
Suite 2
Jacksonville, FL 32246

Key West
1107 Key Plaza
Suite 259
Key West, FL 33040

Lantana
445 West Lantana Road
Suite 5
Lantana, FL 33462

Tallahassee
2560-1 Barrington Circle
Tallahassee, FL 32308

Tampa
6011 Benjamin Road
Suite 101-B
Tampa, FL 33634

Denver
651 Garrison Street
#110
Lakewood, CO 80215

Raleigh-Durham
1408 Christian Avenue
Suite 11
Durham, NC 27705

Bismarck
4501 Coleman Street
Suite 103
Bismarck, ND 58503

Austin
3801 N Capital of TX Highway
Suite E-240
Austin, TX 78746

Midland
5114 West County Road 12
Midland, TX 79706

San Antonio
7700 Broadway Street
Suite 104
San Antonio, TX 78209

Orlando [Aquatic & Land
Management Operations]
3825 Rouse Road
Orlando, FL 32817

407.894.5969
877.894.5969
407.894.5970 fax

Bio-Tech Consulting
Environmental and Permitting

June 19, 2024

Steve McConn, Manager - Land Acquisitions
KB Home Orlando, LLC
9102 Southpark Center Loop, Suite #100
Orlando, Florida 32819

Proj: Kokomo Groves Site – Lake Hamilton, Polk County, Florida
Parcel IDs #27-28-17-000000-011030 and
#27-28-17-000000-011010
Section 17, Township 28 South, Range 27 East
(BTC File #125-251)
Re: Environmental Assessment Report

Dear Mr. McConn:

In June of 2024, Bio-Tech Consulting, Inc. (BTC) conducted an Environmental Assessment (EA) of the approximately 51-acre Kokomo Groves Site. This site is l located in Lake Hamilton, just southeast of the intersection of Kokomo Road NW (County Road 546 E) and Roberts Road, within Section 17, Township 28 South, Range 27 East, Polk County, Florida (**Figures 1 and 2**).

This EA conducted included the following elements:

- **general review of site topography;**
- **review of soil types mapped within the site boundaries;**
- **evaluation of land use types/vegetative communities present;**
- **delineation of any on-site wetland/surface water communities;**
- **field review for occurrence of protected flora and fauna; and,**
- **an overview of potential development constraints.**

info@bio-techconsulting.com www.bio-techconsulting.com

TOPOGRAPHY

Based upon the review of the USGS Topographic Map present in **Figure 3** (Winter Haven, Florida Quadrangle – 1959/Photorevised 1980), elevations on the subject property range from highs between +155 and +150 feet above the National Geodetic Vertical Datum of 1929 (NGVD) on a northwest-southeast oriented hilltop existing on the central portion of the site, to below +125 feet NGVD on the northeastern portion of the parcel, within a wetland area extending off-site to the northeast and east. In general, the site slopes from the hilltop on the central portion of the property to the northeast, east and southwest, towards wetland and surface water areas associated with Lake Hamilton.

SOILS

According to the Soil Survey of Polk County, Florida, prepared by the U.S. Department of Agriculture (USDA) and the Natural Resources Conservation Service (NRCS), five (5) soil types occur within the subject property boundaries (**Figure 4**). These soil types include the following:

- **Candler sand, 0 to 5 percent slopes (#3)**
- **Tavares fine sand, 0 to 5 percent slopes (#15)**
- **Smyrna and Myakka fine sands (#17)**
- **Adamsville fine sand, 0 to 2 percent slopes (#31)**
- **Hontoon muck, frequently ponded, 0 to 1 percent slopes (#35)**

The following presents a brief description of each of the soil types mapped for the subject site:

Candler sand, 0 to 5 percent slopes (#3) is an excessively drained soil found on uplands and knolls on the flatwoods. Slopes are smooth to concave. The surface layer of this soil type generally consists of dark brown sand about 6 inches thick. The subsurface layer is about 63 inches and is brownish yellow sand that grades to yellow. Included with this soil in mapping are small areas of Apopka, Astatula, Millhopper, and Tavares soils. This Candler soil does not have a water table within a depth of 80 inches. The available water capacity is low or very low. Permeability of this soil type is rapid.

Tavares fine sand, 0 to 5 percent slopes (#15) is a moderately well drained soil found on broad uplands and knolls on the flatwoods. The surface layer of this soil type generally consists of dark grayish brown fine sand about 8 inches thick. The seasonal high-water table for this soil type is at a depth of 40 to 80 inches for several months in most years. Permeability of this soil type is rapid or very rapid.

Smyrna and Myakka fine sands (#17) are poorly drained soils found on broad areas on the flatwoods. The surface layer of this soil type generally consists of black fine sand about 4 inches thick. The subsurface layer is gray fine sand to a depth of about 12 inches. Included with these soils in mapping are small areas of Basinger, Immokalee, Ona, and Pomona soils. The seasonal high-water table for this soil type is within 12 inches of the surface for 1 to 4 months in most years. The available water capacity is low. Permeability of this soil type is moderate or moderately rapid in the subsoil.

Adamsville fine sand (#31) is a somewhat poorly drained soil found on low ridges on flatwoods and in low areas on uplands. The surface layer of this soil type generally consists of very dark gray fine sand about 6 inches thick. The seasonal high-water table for this soil type is at a depth of 20 to 40 inches for 2 to 6 months during most years. Permeability of this soil type is rapid.

Hontoon muck (#35) is a very poorly drained soil found in swamps and marshes. The surface layer of this soil type generally consists of black muck to a depth of about 11 inches and dark brown muck to a depth of about 75 inches. Hontoon soil has a seasonal high-water table at or above the surface except during extended dry periods. Permeability of this soil type is rapid.

The Florida Association of Environmental Soil Scientists (FAESS) considers main components and inclusions present in the Smyrna and Myakka fine sands (#17) and Hontoon muck (#35) soil types associated with the subject property to be hydric. This information can be found in the Hydric Soils of Florida Handbook, Fourth Edition (March 2007).

LAND USE TYPES/VEGETATIVE COMMUNITIES

The subject site currently supports two (2) land use types/vegetative communities within its boundaries. These areas were identified utilizing the Florida Land Use, Cover and Forms Classification System, Level III (FLUCFCS, FDOT, January 1999) (**Figure 5**). An upland land use type/vegetative community on the site is classified as Citrus Groves (221). A wetland/surface water land use type/vegetative community on the parcel is classified as Wetland Forested Mixed (630). The following provides a brief description of each of the land use types/vegetative communities identified on the site.

Uplands:

221 Citrus Groves

The majority of the Kokomo Groves Site consists of active Citrus Groves (221) per the FLUCFCS. Vegetative species identified within this community type include citrus species (*Citrus* spp.), blackberry (*Rubus* spp.), bahia grass (*Paspalum notatum*), Caesar's weed (*Urena lobata*), dogfennel (*Eupatorium capillifolium*), rattlebox (*Crotalaria* spp.), lantana (*Lantana camara*, Virginia pepperweed (*Lepidium virginicum*), and cogan grass (*Imperata cylindrica*).

Wetland/Surface Water:

630 Wetland Forested Mixed

Located on the northeastern portion of the site is a wetland most consistent with the Wetland Forested Mixed (630) FLUCFCS classification. This area is comprised of a mixed wetland forested community in which neither hardwood or conifers achieve 66 percent dominance. Vegetative species identified within this community type consist of laurel oak (*Quercus laurifolia*), live oak (*Quercus virginiana*), citrus species (*citrus* spp.), slash pine (*Pinus elliottii),* camphor tree (*Cinnamomum camphora*), Brazilian pepper (*Schinus terebinthifolius),* cabbage palm (*Sabal palmetto*), Carolina willow *(Salix caroliniana),* elderberry *(Sambucus nigra subsp. canadensis),* buttonbush *(Cephalanthus occidentalis),* winged sumac *(Rhus copallinum),* meadow-beauty *(Rhexia mariana),* maidencane *(Panicum hemitomon*), broomsedge bluestem *(Andropogon virginicus),* greenbriar vine *(Smilax spp.),* and pepper vine (*Ampelopsis arborea).*

PROTECTED SPECIES

Using methodologies outlined in the Florida's Fragile Wildlife (Wood, 2001); Measuring and Monitoring Biological Diversity Standard Methods for Mammals (Wilson, et al., 1996); and Florida Fish and Wildlife Conservation Commission's (FWC's) Gopher Tortoise Permitting Guidelines (April 2023); an assessment for listed floral and faunal species was conducted at the site on June 10, 2024 (**Figure 6A**). This assessment included both direct observations and indirect evidence, such as tracks, burrows, tree markings and vocalizations which indicated the presence of species observed. The assessment focused on species that are listed by the FWC's Official Lists - Florida's Endangered and Threatened Species (December 2022) and listed species that have the potential to occur in Polk County (**see attached Table 1**).

No plant species listed as "Threatened" or "Endangered" by either The Florida Department of Agriculture and Consumer Services (FDACS) or U.S. Fish and Wildlife Service (USFWS) were identified on the site during the assessments conducted. One (1) species identified on the site is listed as commercially exploited by the FDACS. The harvesting of this species, saw palmetto (*Serenoa repens*) for commercial gain is prohibited. The FDACS protection of listed plant species centers on preventing the illegal collection, transport and sale of the listed plants. The FDACS will issue permits for collection purposes. There are no regulations that prohibits the destruction of state-listed flora species as a result of proposed development activities.

The following is a list of those wildlife species identified on the site during the evaluation of the property:

Reptiles and Amphibians
black racer (*Coluber constrictor*)
brown anole (*Anolis sagrei*)
coachwhip (*Masticophis flagellum*)
green anole (*Anolis carolinensis*)

Birds
Blue Jay (*Cyanocitta cristata*)
Carolina Wren (*Thryothorus ludovicianus*)
Common Grackle (*Quiscalus quiscula*)
Mourning Dove (*Zenaida macroura*)
Northern Bobwhite (*Colinus virginianus*)
Northern Cardinal (*Cardinalis cardinalis*)
Pileated Woodpecker (*Dryocopus pileatus*)
Red-shouldered Hawk (*Buteo lineatus*)
Tufted Titmouse (*Baeolophus bicolor*)

Mammals
eastern gray squirrel (*Sciurus carolinensis*)
nine-banded armadillo (*Dasypus novemcinctus*)
opossum (*Didelphis virginiana*)
southeastern pocket gopher (*Geomys pinetis*)

None of the above wildlife species are identified in the FWC's Official Lists - Florida's Endangered and Threatened Species (December 2022).

Potential Wildlife

The wildlife surveys conducted within the subject site boundaries do not preclude the potential for any listed species, currently or in the future. The following listed species were not observed on-site, but have the potential to occur: Bald Eagle (*Haliaeetus leucocephalus*), Gopher Tortoise (*Gopherus polyphemus*), and Wood Stork (*Mycteria americana*).

Bald Eagle (*Haliaeetus leucocephalus*)
State protected by F.A.C. 68A-16.002 and federally protected by both the Migratory Bird Treaty Act (1918) and the Bald and Golden Eagle Protection Act (1940)

In August of 2007, the USFWS removed the Bald Eagle from the list of federally endangered and threatened species. Additionally, the Bald Eagle was removed from FWC's imperiled species list in April of 2008. Although the Bald Eagle is no longer protected under the Endangered Species

Act, it is still protected under the Bald and Golden Eagle Protection Act, the Migratory Bird Treaty Act, and FWC's Bald Eagle rule (Florida Administrative Code 68A-16.002 Bald Eagle (Haliaeetus leucocephalus).

In May of 2007, the USFWS issued the National Bald Eagle Management Guidelines. In April of 2008, the FWC adopted a new Bald Eagle Management Plan that was written to closely follow the federal guidelines. In November of 2017, the FWC issued "A Species Action Plan for the Bald Eagle" in response to the sunset of the 2008 Bald Eagle Management Plan. Under the USFWS's management plans, buffer zones are recommended based on the nature and magnitude of the project or activity. The recommended protective buffer zone is 660 feet or less from the nest tree, depending on what activities or structures are already near the nest. As provided within the above referenced Species Action Plan, the USFWS is the regulating body responsible for issuing permits for Bald Eagles. In 2017, the need to obtain a State permit (FWC) for the take of Bald Eagles or their nests in Florida was eliminated following revisions to F.A.C. 68A-16.002. A USFWS Bald Eagle "Non-Purposeful Take Permit" is not needed for any activity occurring outside of the 660-foot buffer zone. No activities are permitted within 330 feet of a nest without a USFWS permit.

In addition to the on-site evaluation for listed species, BTC conducted a review of FWC's database (2015-2016 Nesting Season) and Audubon's Eagle Watch program database (2023 Nesting Season) for recorded Bald Eagle nests within the surrounding 660 feet of the subject site (**Figure 6B**). This review revealed that there are no recorded Bald Eagle nests within 660 feet of the site boundaries. Thus, no developmental constraints are expected with respect to Bald Eagle nests, unless a new nest is identified.

Gopher Tortoise (*Gopherus polyphemus*)
State Listed as "Threatened" by FWC

Currently the gopher tortoise (*Gopherus polyphemus*) is classified as a "Category 2 Candidate Species" by the USFWS, and as of September 2007 is now classified as "Threatened" by FWC, and as "Threatened" by Florida Committee on Rare and Endangered Plants and Animals (FCREPA). The basis of the "Threatened" classification by the FWC for the gopher tortoise is due to habitat loss and destruction of burrows. Gopher tortoises are commonly found in areas with well-drained soils associated with the pine flatwoods, pastures and abandoned orange groves. Several other protected species known to occur in Polk County have a possibility of occurring in this area, as they are gopher tortoise commensal species. These species include the eastern indigo snake (Drymarchon corais couperi), Florida mouse (Podomys floridanus) and the gopher frog (Rana capito). However, none of these species were observed during the survey conducted.

The subject site was surveyed for the existence of gopher tortoises through the use of pedestrian transects. The survey covered approximately 100% of the suitable habitat present within the subject site boundaries. While no burrows were observed during the field assessment, a future survey should be completed at least 90 days prior to construction to ensure that no burrows or tortoises are located on the site.

The FWC provides three (3) options for developers that have gopher tortoises on their site. These options include: 1) avoidance (i.e., maintain at least a 25-foot distance from construction activities), 2) preservation of habitat and 3) off-site relocation. Based on the expected site development plan, the likely option to addressing the on-site gopher tortoise population is off-site relocation and would require that any gopher tortoise within 25 feet of proposed construction activities be relocated off-site to an approved recipient site. Relocation will need to be permitted through FWC prior to any on-site construction activities.

Wood Stork (*Mycteria americana*)
State & Federally listed as "Threatened" by FWC& USFWS

The site is located within a Wood Stork Nesting Colony Core Foraging Area (**see Figure 6B**). Wood Storks typically nest colonially in medium to tall trees that occur in stands located either in swamps or on islands surrounded by relatively broad expanses of open water (Ogden 1991; Rodgers et al. 1996). The Wood Stork (*Mycteria americana*) is listed as "Threatened" by the USFWS. Wood storks are large, long-legged wading birds, about 45 inches tall, with a wingspan of 60 to 65 inches. Their plumage is white except for black primaries and secondaries and a short black tail. The head and neck are largely un-feathered and dark gray in color. The bill is black, thick at the base, and slightly decurved. Wood Storks are birds of freshwater and estuarine wetlands, primarily nesting in cypress or mangrove swamps.

Successful breeding sites are those that have limited human disturbance and low exposure to land-based predators. Because of their specialized feeding behavior, Wood Storks forage most effectively in shallow-water areas with highly concentrated prey. Typical foraging sites for the Wood Stork include freshwater marshes, depressions in cypress heads, swamp sloughs, managed impoundments, stock ponds, shallow-seasonally flooded roadside or agricultural ditches and narrow tidal creeks or shallow tidal pools. Good foraging conditions are characterized by water that is relatively calm, open, and having water depths between 5 and 15 inches (5 and 38 cm). The USFWS has identified core foraging area (CFA) around all known Wood Stork nesting colonies that is important for reproductive success. In Central Florida, CFAs include suitable foraging habitat (SFH) within a 15-mile radius of the nest colony; CFAs in North Florida include SFH within a 13-mile radius of a colony. The Service believes loss of suitable foraging wetlands within these CFAs may reduce foraging opportunities for the Wood Stork.

Based on our review of available databases, the site is located wtihin the CFA, but there is no record of a Wood Stork rookery on the site or within close proximity. As there is no suitable habitat within the site, no further permitting or loss of foraging habitat will likely need to be addressed with the permitting agencies.

USFWS CONSULTATION AREAS

The USFWS has established "Consultation Areas" for certain listed species (**Figure 7**). Generally, these consultation areas only become an issue if USFWS consultation is required, which is usually associated with permitting through the U.S. Army Corps of Engineers (USACOE) or Florida Department of Environmental Protections (FDEP). The user of this report should be aware that species presence and need for additional review are often determined to be unnecessary early in the permit review process due to lack of appropriate habitat or other conditions. However, the USFWS makes the final determination.

Consultation areas are typically regional in size, often spanning multiple counties where the species in question is known to exist. Consultation areas by themselves do not indicate the presence of a listed species. They only indicate an area where there is a potential for a listed species to occur and that additional review might be necessary to confirm or rule-out the presence of the species. The additional review typically includes the application of species-specific criteria to rule-out or confirm the presence of the species in question. Such criteria might consist of a simple review for critical habitat types. In other cases, the review might include the need for species-specific surveys using established methodologies that have been approved by the USFWS. The following presents further information pertaining to species in which their USFWS consultation areas covers the subject property.

Audubon's Crested Caracara (*Polyborus plancus audubonii*)
Federally Listed as "Threatened" by USFWS

The subject site falls within the USFWS Consultation Areas for the species Audubon's Crested Caracara (Polyborus plancus audubonii). Currently the Audubon's Crested Caracara is listed as "Threatened" by the USFWS due primarily to habitat loss. The Audubon's Crested Caracara commonly occurs in dry or wet prairie areas with scattered cabbage palms, lightly wooded areas with saw palmetto, scrub oaks and cypress. The Audubon's Crested Caracara also uses improved or semi-improved pasture with seasonal wetlands. Audubon's Crested Caracaras construct new nests each nesting season, often in the same tree as the previous year.

No Audubon's Crested Caracara were observed within the subject site during the environmental assessment conducted by BTC. Additionally, no habitat for the Audubon's Crested Caracara is present within the site boundaries or the adjacent parcels. Although a formal Audubon's Crested Caracara survey is not anticipated, the USFWS or another agency make the final determination as to whether a formal survey is required. The protective area for the Audubon's Crested

Caracara is 1,500 m (4,920 ft) buffer. Surveys must be conducted between January 10th and April 30th at sunrise lasting three (3) hours. All areas of suitable habitat with the site and buffer should be initially surveyed for one (1) day. If no nests are found during the initial survey, then return and repeat the survey every two (2) weeks until the end of April or until a nest is identified.

Florida Grasshopper Sparrow (*Ammodramus savannarum floridanus*)
Federally Listed as "Endangered" by USFWS

The Florida Grasshopper Sparrow is a subspecies of grasshopper sparrow that is endemic to the dry prairie of south-central Florida in the counties of Polk, Osceola, Highlands, and Okeechobee. This subspecies is extremely habitat specific and relies on fire every two to three years to maintain its habitat. This species was listed as endangered by the State of Florida in 1977. The USFWS listed the Florida Grasshopper Sparrow as endangered in 1986. The main threats to the Florida grasshopper sparrow are habitat destruction, degradation, and fragmentation. The conversion of open prairie habitat to agriculture fields has caused destruction of available habitats for the Florida Grasshopper Sparrow. Florida Grasshopper Sparrow habitat consists of large, treeless, relatively poorly-drained grasslands that have a history of frequent fires.

No Florida Grasshopper Sparrows were observed on the site during the wildlife survey conducted by BTC. Since there is no suitable habitat for this species within the site boundary, a formal survey is not anticipated to be required.

Everglade Snail Kite (*Rostrhamus sociabilis*)
Federally Listed as "Endangered" by USFWS

The subject site falls within the USFWS Consultation Area for the Everglade Snail Kite. Currently the Snail Kite is listed as "Endangered" by the USFWS. Snail Kites are similar in size to Red-shouldered Hawks. All Snail Kites have deep red eyes and a white rump patch. Males are slate gray, and females and juveniles vary in amounts of white, light brown, and dark brown, but the females always have white on their chin. Kites vocalize mainly during courtship and nesting. They may occur in nearly all of the wetlands of central and southern Florida. They regularly occur in lake shallows along the shores and islands of many major lakes, including Lakes Okeechobee, Kissimmee, Tohopekaliga (Toho) and East Toho. They also regularly occur in the expansive marshes of southern Florida such as Water Conservation Areas 1, 2, and 3, Everglades National Park, the upper St. John's River marshes and Grassy Waters Preserve.

No Snail Kites were observed on the site during the wildlife survey conducted by BTC. Since there is no suitable habitat for this species within the site boundary, a formal survey is not anticipated to be required.

Florida Scrub-Jay (*Aphelocoma coerulescens*)
Federally Listed as "Threatened" by USFWS

Currently the Florida Scrub-Jay is listed as "Threatened" by the USFWS. Florida Scrub-Jays are largely restricted to scattered, often small and isolated patches of sand pine scrub, xeric oak, scrubby flatwoods, and scrubby coastal stands in peninsular Florida (Woolfenden 1978a, Fitzpatrick et al. 1991). They avoid wetlands and forests, including canopied sand pine stands. Optimal Scrub-Jay habitat is dominated by shrubby scrub, live oaks, myrtle oaks, or scrub oaks from 1 to 3 m (3 to 10 ft.) tall, covering 50% to 90% of the area; bare ground or sparse vegetation less than 15 cm (6 in) tall covering 10% to 50% of the area; and scattered trees with no more than 20% canopy cover (Fitzpatrick et al. 1991).

Florida Scrub-Jays are most abundant in open, oak-dominated scrub communities of the interior and Atlantic coast sand ridges of the Peninsula. Florida Scrub-Jay habitat is broken down into three (3) types. These habitat types are the following:

- TYPE I HABITAT. Any upland plant community in which the percent cover of the substrate by scrub oak species is 15% or more.

- TYPE II HABITAT. Any plant community not meeting the definition of Type I habitat, in which one or more scrub oak species is represented.

- TYPE III HABITAT. Any upland or seasonally dry wetland within ¼ mile of any designated as Type I or Type II habitat.

In most cases, the Type I habitat is recognized as xeric oak scrub, scrubby pine flatwoods, scrubby coastal strand, or sand pine scrub. Usual classification schemes are not as useful in identifying or predicting habitat type; the presence of scrub oaks is the key indicator. The third habitat type includes many different plant communities where scrub oak species are not represented, but that are nearby or adjacent to Type I or Type II habitat.

No Scrub-Jays were observed on the subject site during the environmental assessment conducted by BTC. Additionally, the subject site does not contain any scrub habitat. BTC does not anticipate any species-specific surveys will be required. However, USFWS and/or another agency make the final determination is a species-specific survey is required.

Florida Bonneted Bat (*Eumops floridanus*)
Federally Listed as "Endangered" by USFWS and State Listed as "Federally-designated Endangered" by FWC

The Florida Bonneted Bat (Eumops floridanus) is currently federally listed as an "Endangered" species by the USFWS and State listed as "Federally - designated endangered" by the FWC. The basis for these listings includes the loss and degradation of its habitat, its small population size, restricted range, small number of colonies, low reproductive capacity, and relative isolation. The

revised USFWS Florida Bonneted Bat Consultation Area (October 2019) includes areas of Polk, Osceola, Okeechobee, Hardee, Highlands, Polk, DeSoto, Charlotte, Glades, Polk, Hendry, Collier, Monroe, Miami-Dade, Broward, Palm Beach and Martin Counties.

The Florida Bonneted Bat is the largest species of bat in Florida. This species can reach a length of 6.5 inches with a wingspan of 20 inches. The hair color varies from black to brown to grayish or cinnamon brown (Belwood 1992). Florida bonneted bats feed strictly on insects and have been detected foraging in a variety of habitats including semitropical forests with tropical hardwood, pineland, and mangrove habitats, as well as man-made areas such as golf courses and neighborhoods (Robson, 1989). These bats roost in a variety of structures, both natural and artificial. Tree cavities, caves, rock crevices, and foliage are examples of natural roosts. Buildings, bridges, and bat houses constructed specifically to attract roosting bats are examples of artificial roosts (Kunz and Lumsden 2003). Bats may occupy a roost for only a short period of time, or they may establish a permanent colony within a roost (Marks and Marks 2006). Females give birth to a single pup, and pregnant females and pups have been documented from June through September. Unlike most bats in Florida, Florida bonneted bats may be polyestrous, with the first breeding season occurring June through July and a second occurring later in the year (Marks and Marks 2006, 2008a; Timm and Genoways 2004).

No Florida bonneted bats were observed on the site during the listed species survey conducted by BTC. There is no typical foraging habitat within the boundary of the subject site. Additionally, the subject site does not contain any typical roosting habitat to support this species.

Sand Skink (*Neoseps reynoldsi*)
Federally Listed as "Threatened" by USFWS

The subject site falls within the Sand Skink Consultation Area for the USFWS. The sand skink is listed as "Threatened" by the USFWS. The sand skink exists in areas vegetated with sand pine (*Pinus clausa*) - rosemary (*Ceratiola ericoides*) scrub or a long leaf pine (Pinus palustris) - turkey oak (Quercus laevis) association. Habitat destruction is the primary threat to this species' survival. Citrus groves, residential, commercial and recreational facilities have depleted the xeric upland habitat of the sand skink. All properties within the limits of this consultation area that are located at elevations greater than 80' and contain suitable (moderate-to-well drained) soils are believed by USFWS to be areas of potential sand skink habitat.

Although the subject site falls within the USFWS Sand Skink consultation area, no Sand Skinks were observed. However, the entire site is above the 80-foot above sea level requirement and the uplands within the site contain appropriate soil types for the sand skink, such as Candler sand (#3) and Tavares fine sand (#15). Due to these factors, it is advisable to conduct a formal sand skink survey, as it may be required by federal, state, and/or local government permitting agencies. The survey will need to be conducted between March 1 and May 15 or October 15 to December 15 in which 2' x 2' boards will be placed in the open sandy areas at a density of approximately forty (40) boards per acre and checked once per week for four (4) consecutive weeks. The main objective of the survey is to determine whether sand skinks inhabit the subject site.

DEVELOPMENT CONSTRAINTS AND PERMITTING

All wetlands and surface waters on the site have been delineated by BTC in accordance with local, state and federal guidelines utilizing pink "Bio-Tech Consulting" flagging tape (**Figure 8**). All wetland/surface water flag locations will need to be approved by the appropriate regulatory agencies during the permitting process. The on-site wetlands/surface waters are located within the Peace River basin (**Figure 9**).

Town of Lake Hamilton (Town)

In accordance to Section 16-556 of the Land Development Code (LDC), a Wetland Management Plan and Wetland Alteration Plan is required to be submitted concurrently with any land development permits. The wetland limits submitted to the Town shall be the most landward extent of both the federal and state approved wetland limits. Upland buffers are a minimum of 30 feet, but may extend up to 200 feet along the wetlands. Impacts to the buffer must be approved by the Town Council. During the permit review, the applicant must demonstrate that all wetland impacts have been eliminated to the greatest extent possible. Once the proposed wetland impacts have been reduced to the greatest extent possible, a mitigation plan approved by the state or federal agencies will be acceptable to the Town mitigation requirements.

In accordance to Section 16-584 of the LDC, all lakes have a primary and secondary shoreline protection zone. The Primary Shoreline Protection Zone extends 50 feet from the Ordinary High Water Line (OHWL). The Secondary Shoreline Protection Zone extends 150 feet landward of the Primary Shoreline Protection Zone. Section 16-586 of the LDC outlines several restrictions that pertain to future development projects along lakes. Of note, all development shall be set 50 feet from the Primary Shoreline Protection Zone and that all development shall retain 25 percent (25%) of the site's natural vegetation. Please refer to Attachment A which contains the Town's Wetland and Lake Protection rules.

Southwest Florida Water Management District (SWFWMD)

An Environmental Resource Permit (ERP) through the Southwest Florida Water Management District (SWFWMD) will be required for construction approval on the subject site. This will include a review and approval of the project's proposed stormwater management system and wetland/surface water boundaries. Impacts to the project's wetland and/or other surface water communities would be permittable by SWFWMD as long as the issues of elimination and reduction of wetland impacts have been addressed and as long as the mitigation offered is sufficient to offset the functional losses incurred via the proposed impacts. Coordination with the Division of Historical Resources (DHR) and the FFWCC will be necessary as part of the ERP process.

U.S. Army Corps of Engineers (USACOE)

On February 15, 2024, the U.S. District Court in Washington DC issued a "Memorandum Opinion" regarding the case of Center for Biological Diversity v. United States Environmental Protection Agency (EPA), State of Florida, et al. This ruling immediately returned the Federal Review of Section 404 of the Clean Water Act back to the USACOE completely within the State of Florida and vacating the Florida State 404 program.

Section 404 of the Clean Water Act (CWA) requires that federal authorization be obtained for all activities that propose the placement of dredged or fill material in "Waters of the United States" (WOTUS). The regulatory program established by CWA Section 404 is jointly implemented by the US Environmental Protection Agency (USEPA) and the USACOE. Criteria for permit review and issuance are described in CWA Section 404(b)(1) Guidelines. Included in those guidelines, but not limited to, is the requirement to (a) justify jurisdictional wetland impacts with an alternative sites analysis that demonstrates the subject site is the most viable site in the vicinity for the project and will result in the least damaging environmental impacts compared to alternative site locations, and (b) demonstrate on-site avoidance and minimization of impacts have been limited to the maximum practicable extent while allowing for the project purpose. The USACOE rarely accepts on-site preservation as mitigation for wetland impacts. All USACOE impacts will be required to be off-set by purchase of credits from an approved mitigation bank. The USACOE will coordinate with the DHR regarding potential impacts to archaeological and cultural resources, as well as the USFWS regarding impacts to species listed under the Endangered Species Act. The permitting process with the USACOE is a much longer process than the State ERP program with potential permitting timeframes of 12-18 months depending on the complexity of the wetland impacts and mitigation.

The on-site wetland/surface water would likely be considered USACOE jurisdictional due to its hydrologic connection off-site to Lake Hamilton and Little Lake Hamilton, with ultimate discharge south to the Peace River.

Sovereign Submerged Lands (SSL)

Sovereign Submerged Lands are those lands waterward of the ordinary or mean high water line which the State of Florida acquired title to on March 3, 1845, by virtue of statehood, and which have not been conveyed to property owners. Coordination with the FDEP will be required to determine if any portion of the subject site, specifically the wetlands associated with Lake Hamilton and Little Lake Hamilton, are Sovereign Submerged Lands (SSL). SSL are typically delineated by the ordinary or Mean High Water Line elevation or a Safe Upland Line elevation determined by the FDEP. The WMD has the regulatory authority to limit certain activities within SSL to protect the natural resources of the state. Any proposed activity on SSL may be required to meet both regulatory and proprietary requirements as found in the Florida Statutes and Florida Administrative Code.

The environmental limitations described in this document are based on observations and technical information available on the date of the on-site evaluation. This report is for general planning purposes only. The limits of any on-site wetlands/surface waters can only be determined and verified through field delineation and/or on-site review by the pertinent regulatory agencies. The wildlife surveys conducted within the subject property boundaries do not preclude the potential for any listed species, as noted on Table 1 (attached), currently or in the future. Should you have any questions or require any additional information, please do not hesitate to contact our office at (407) 894-5969. Thank you.

Regards,

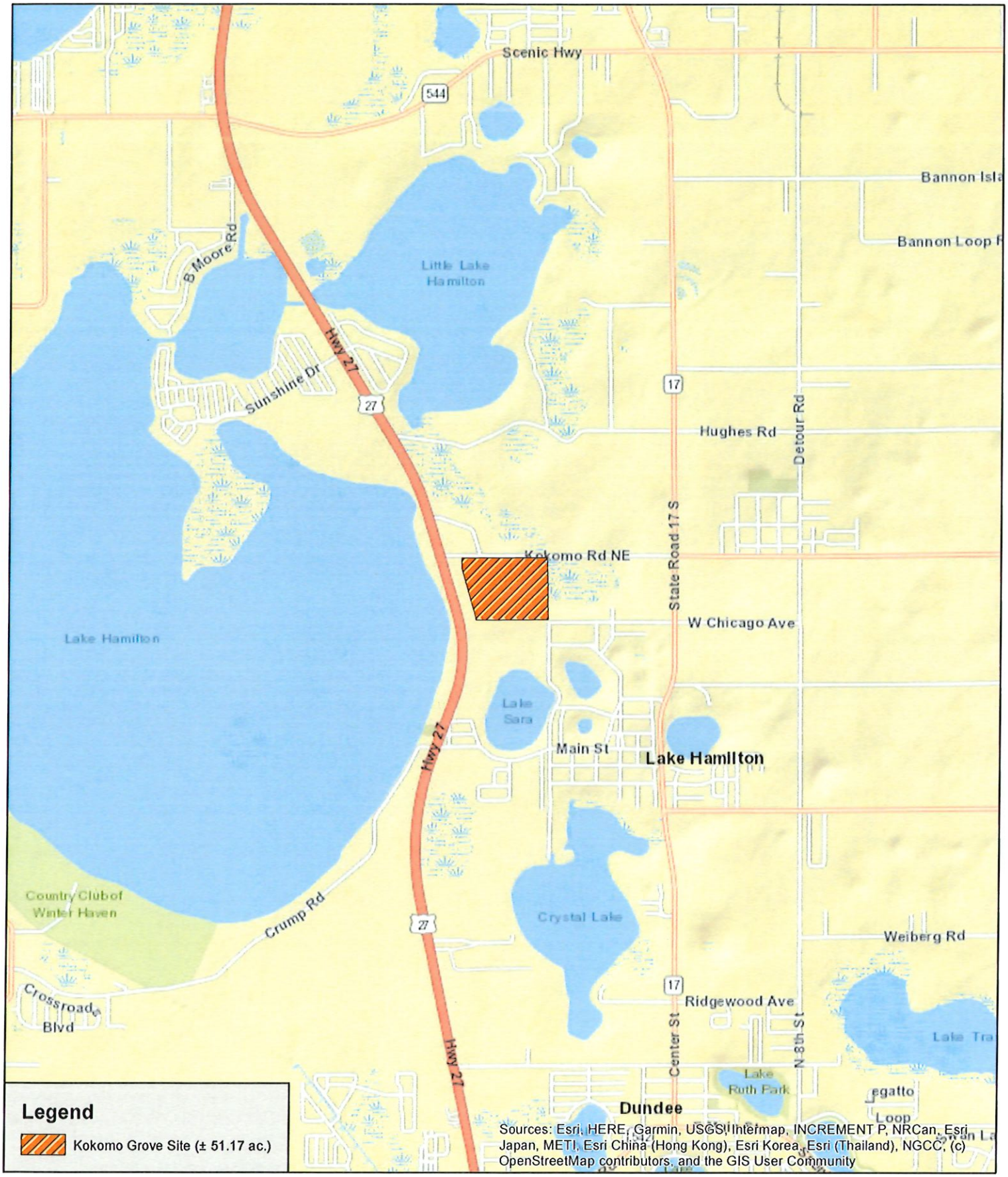
Cameron Eskew

Cameron Eskew
Field Biologist

Joseph Galletti
Senior Vice President

Attachments:

Figure 1 – Location Map
Figure 2 – 2021 Aerial Photograph
Figure 3 – USGS Topographic Map
Figure 4 – USDA-NRCS Soils Map
Figure 5 – FLUCFCS Map
Figure 6A – Wildlife Survey Map
Figure 6B – Wildlife Proximity Map
Figure 7 – USFWS Consultation Areas Map
Figure 8 – Wetlands Map
Figure 9 – SJRWMD Mitigation Basins Map
Audubon Florida EagleWatch Nest Map
Table 1 - Potentially Occurring Listed Wildlife and Plant Species in Polk County, Florida



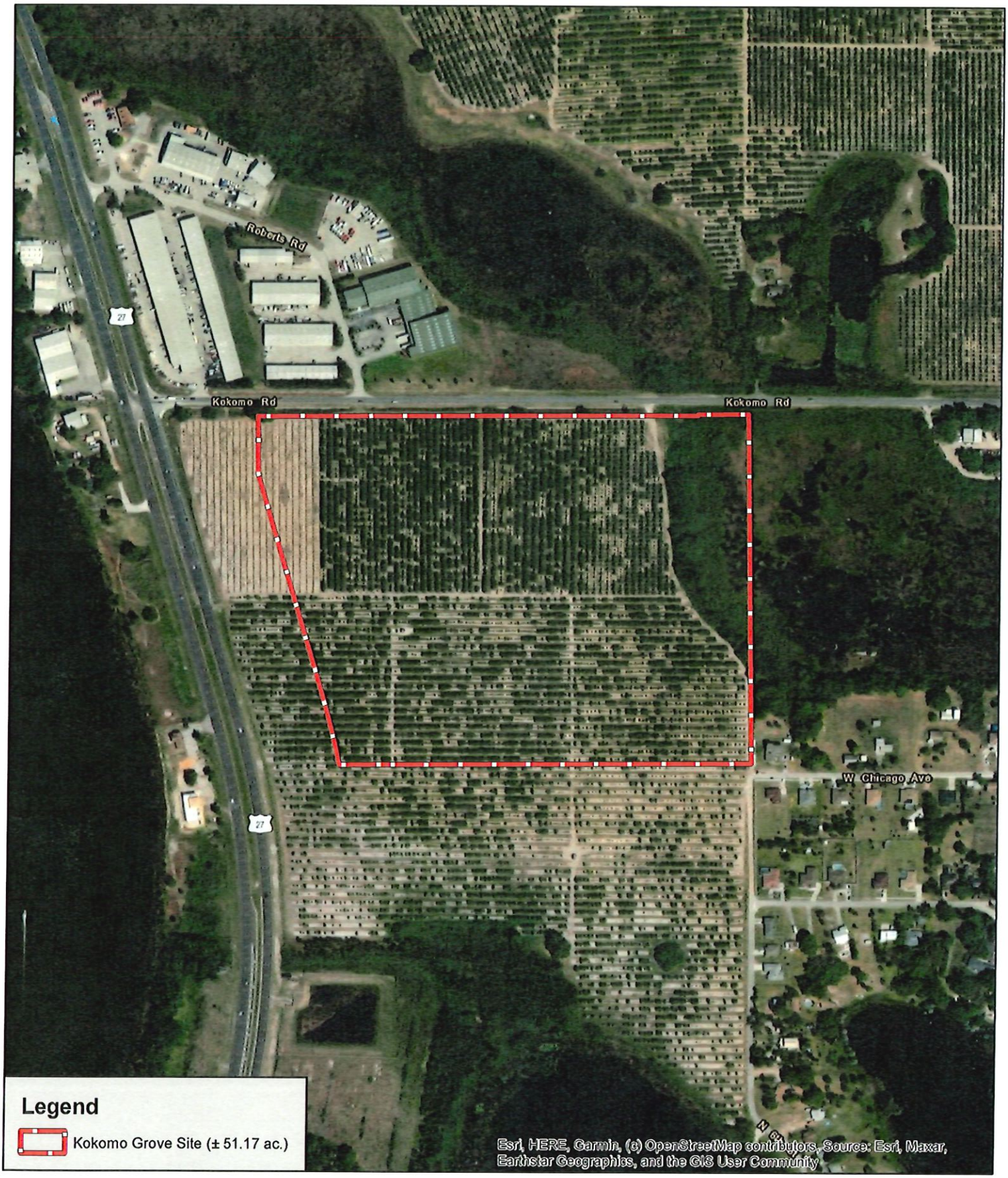
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www.bio-techconsulting.com

Kokomo Grove Site
Polk County, Florida
Figure 1
Location Map

N
W E
S

0.5
Miles

Project #: 125-251
Produced By: JDH
Date: 5/13/2024



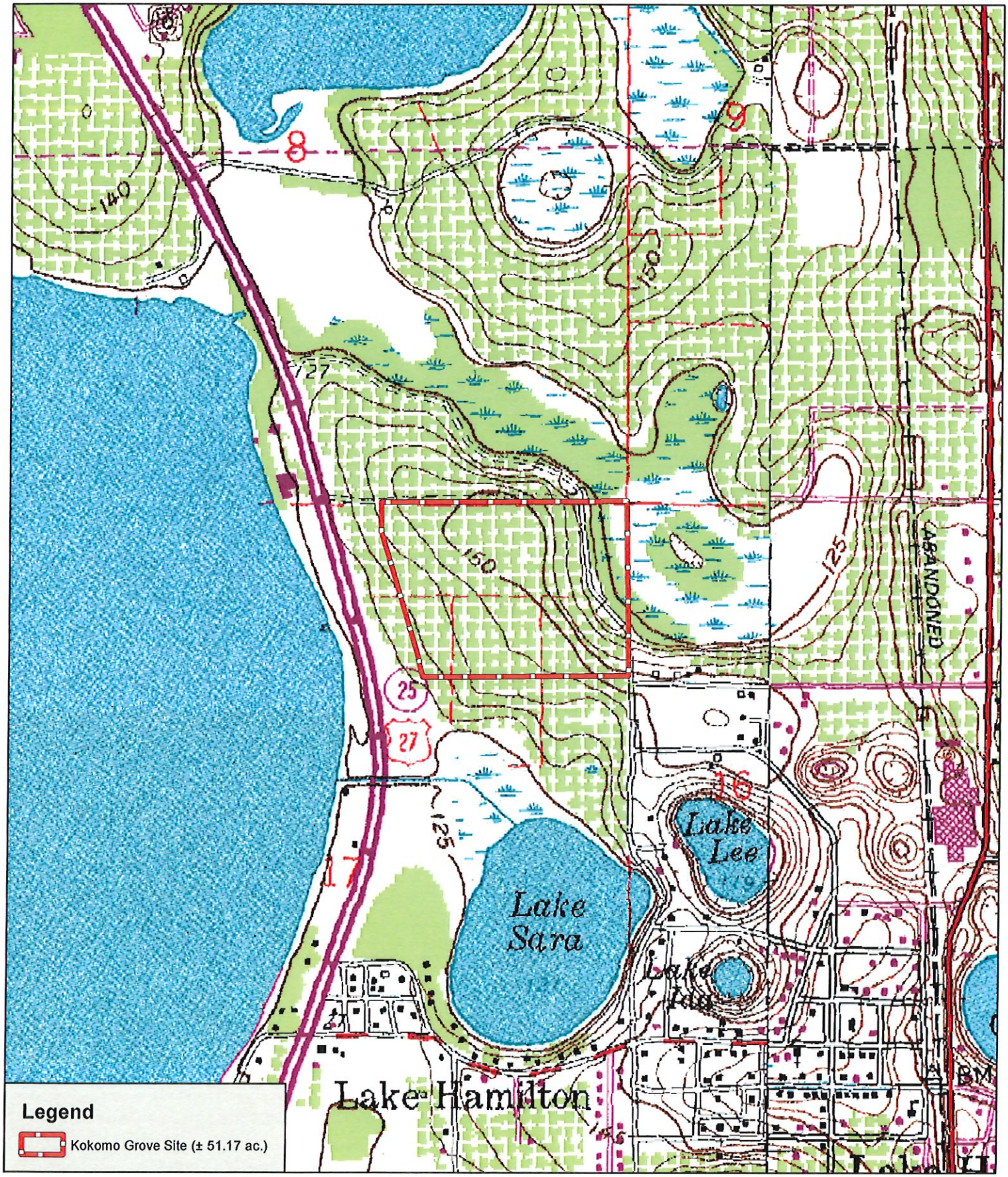
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Kokomo Grove Site
Polk County, Florida
Figure 2
2021 Aerial Photograph

N
W E
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500
Feet

Project #: 125-251
Produced By: JDH
Date: 5/13/2024



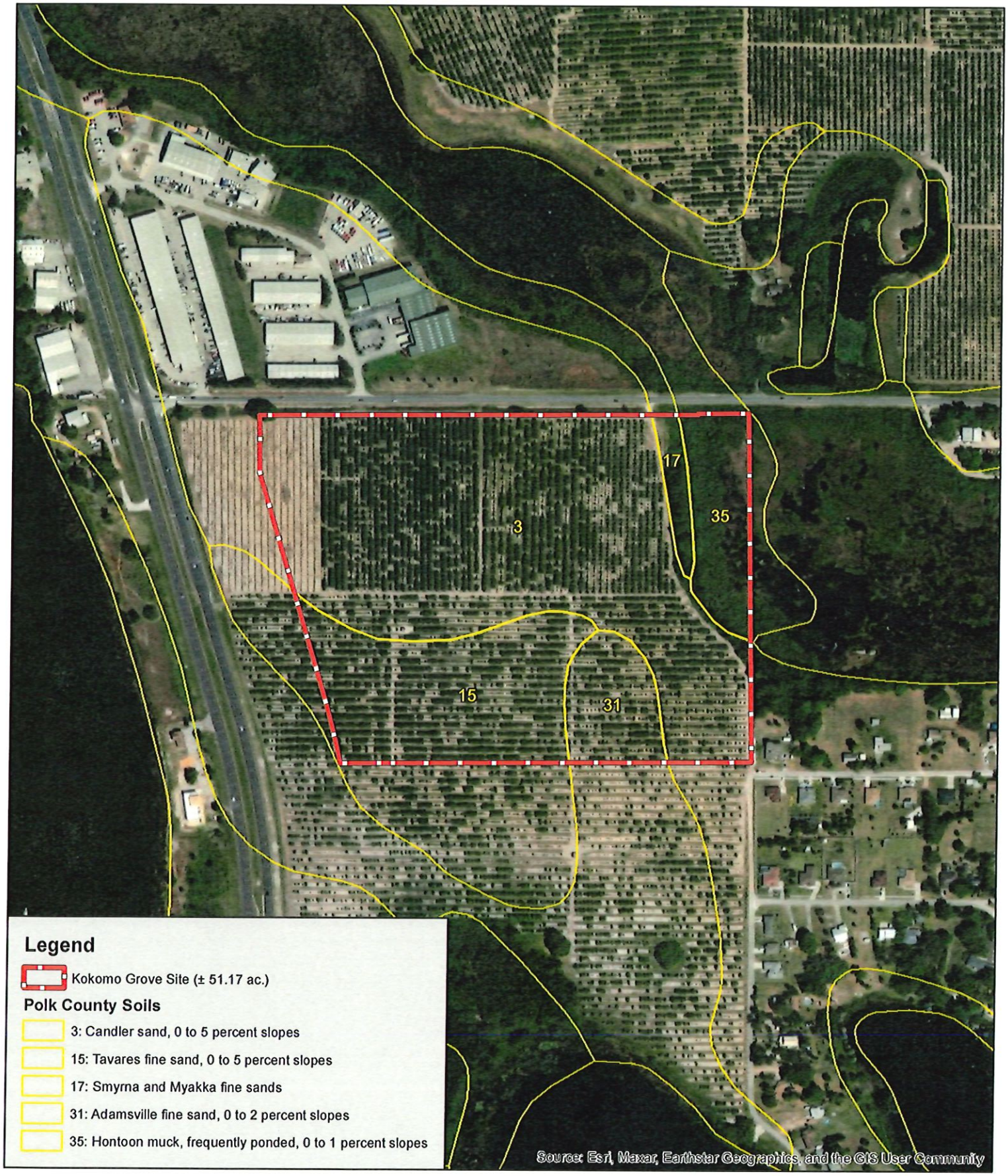
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Kokomo Grove Site
Polk County, Florida
Figure 3
USGS Topographic Map

N
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1,000 Feet

Project #: 125-251
Produced By: JDH
Date: 5/13/2024



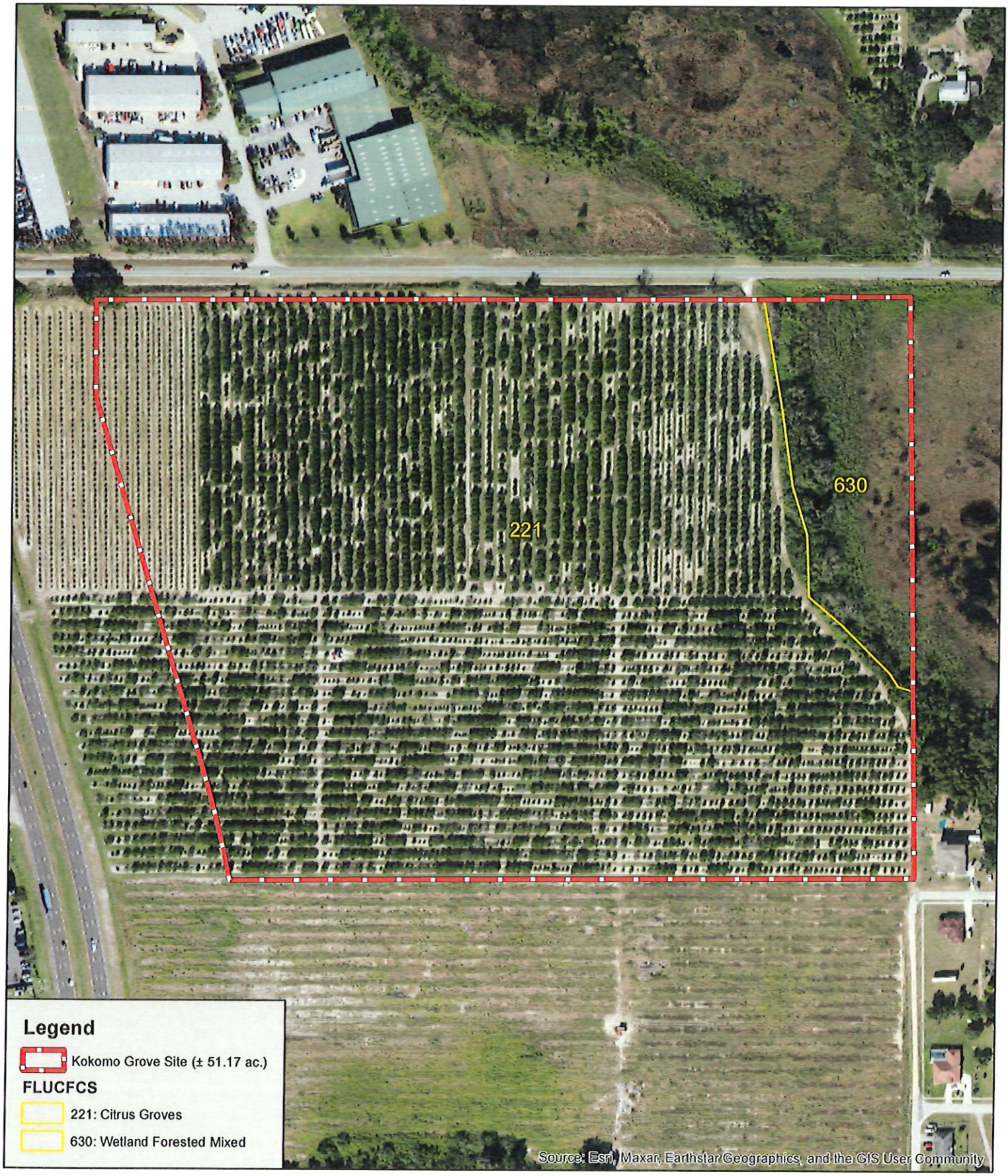
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Kokomo Grove Site
Polk County, Florida
Figure 4
USDA-NRCS Soils Map

N
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Feet

Project #: 125-251
Produced By: JDH
Date: 5/13/2024



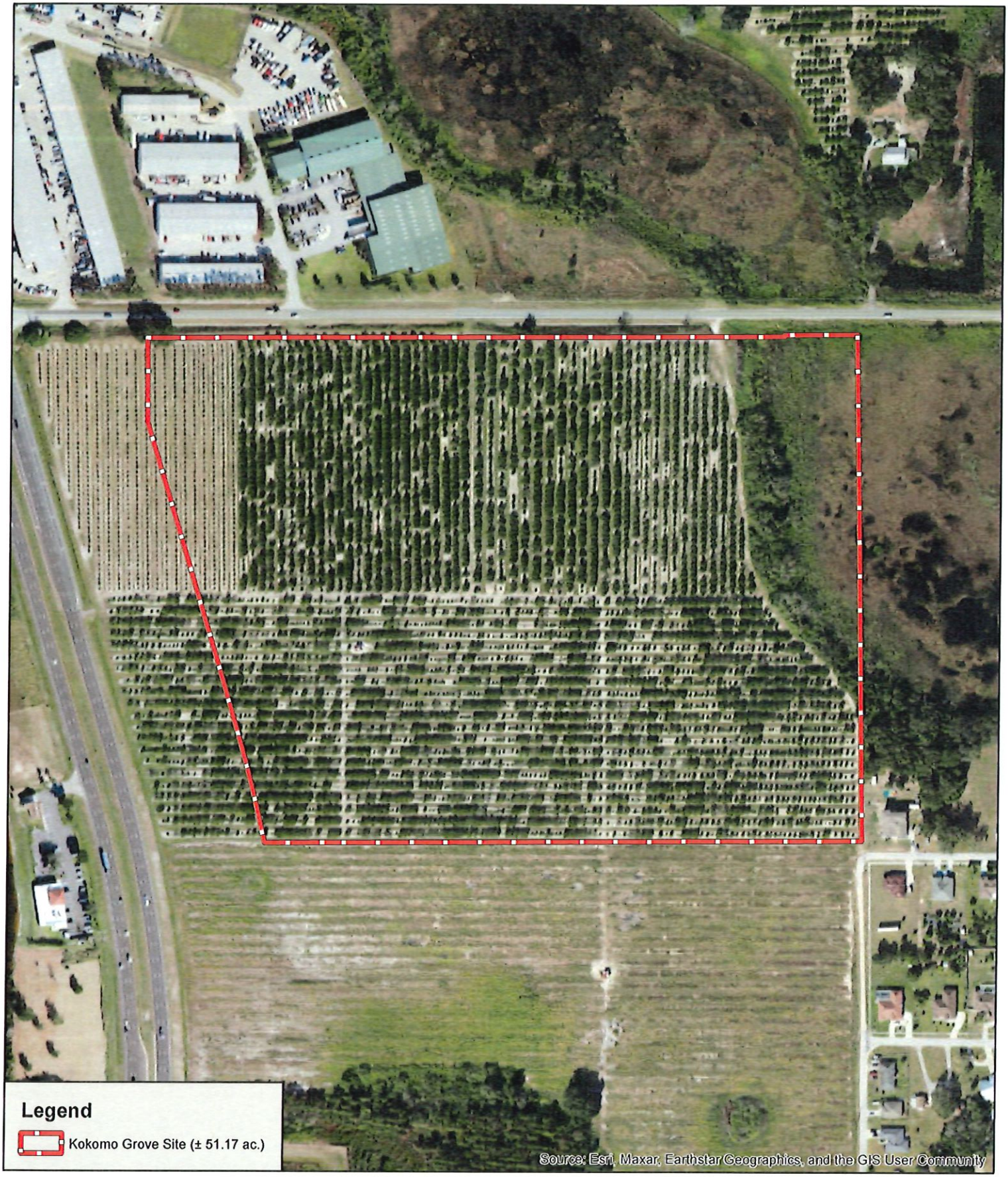
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Kokomo Grove Site
Polk County, Florida
Figure 5
FLUCFCS Map

N
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Feet

Project #: 125-251
Produced By: CRE
Date: 6/12/2024



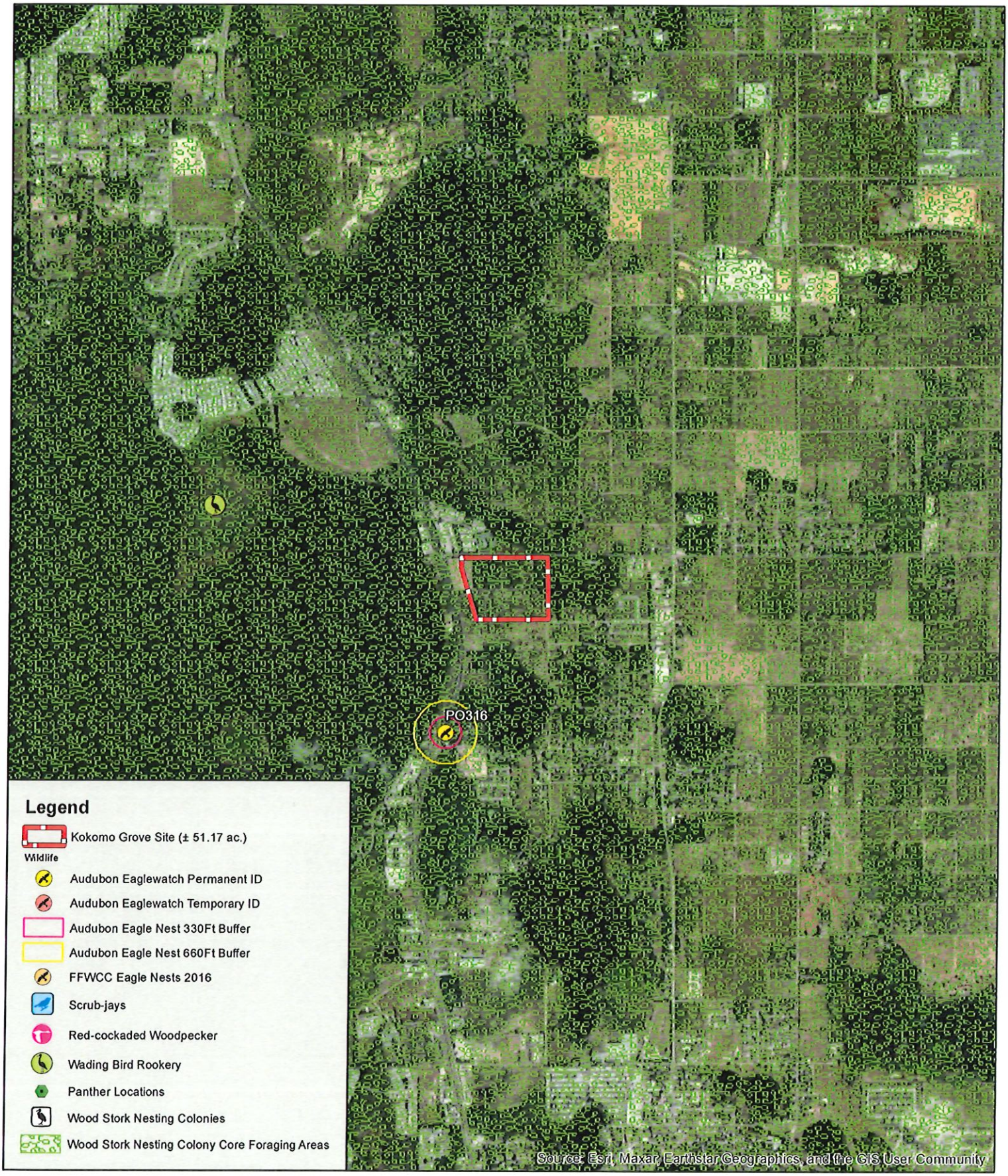
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Kokomo Grove Site
Polk County, Florida
Figure 6A
Wildliife Survey Map

N
W E
S

350
Feet

Project #: 125-251
Produced By: CRE
Date: 6/11/2024



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Kokomo Grove Site Polk County, Florida Figure 6B
Wildlife Proximity Map

N W E S

0.5 Miles

Project #: 125-251
Produced By: JDH
Date: 5/13/2024



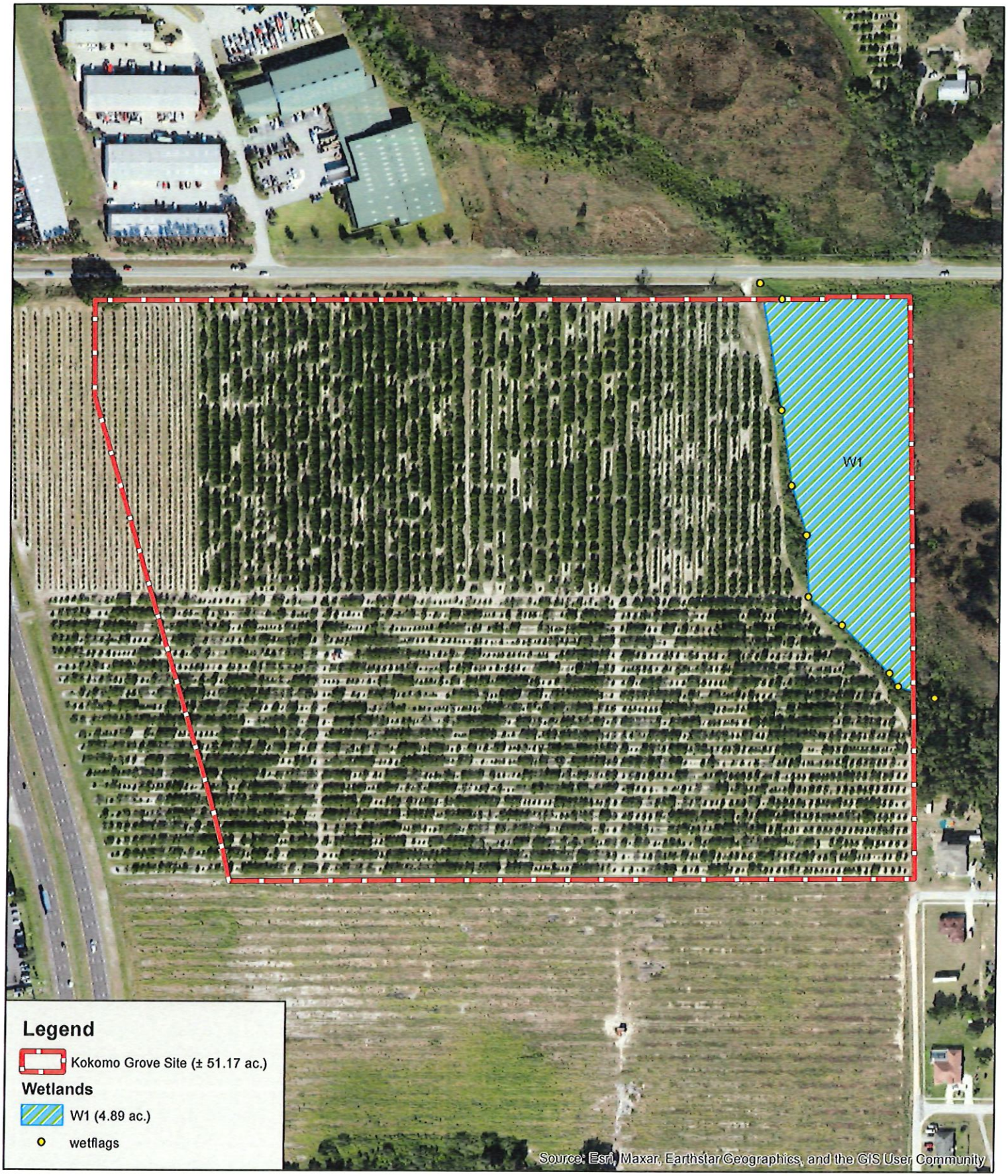
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Kokomo Grove Site
Polk County, Florida
Figure 7
USFWS Consultation Areas Map

N
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Feet

Project #: 125-251
Produced By: JDH
Date: 5/13/2024



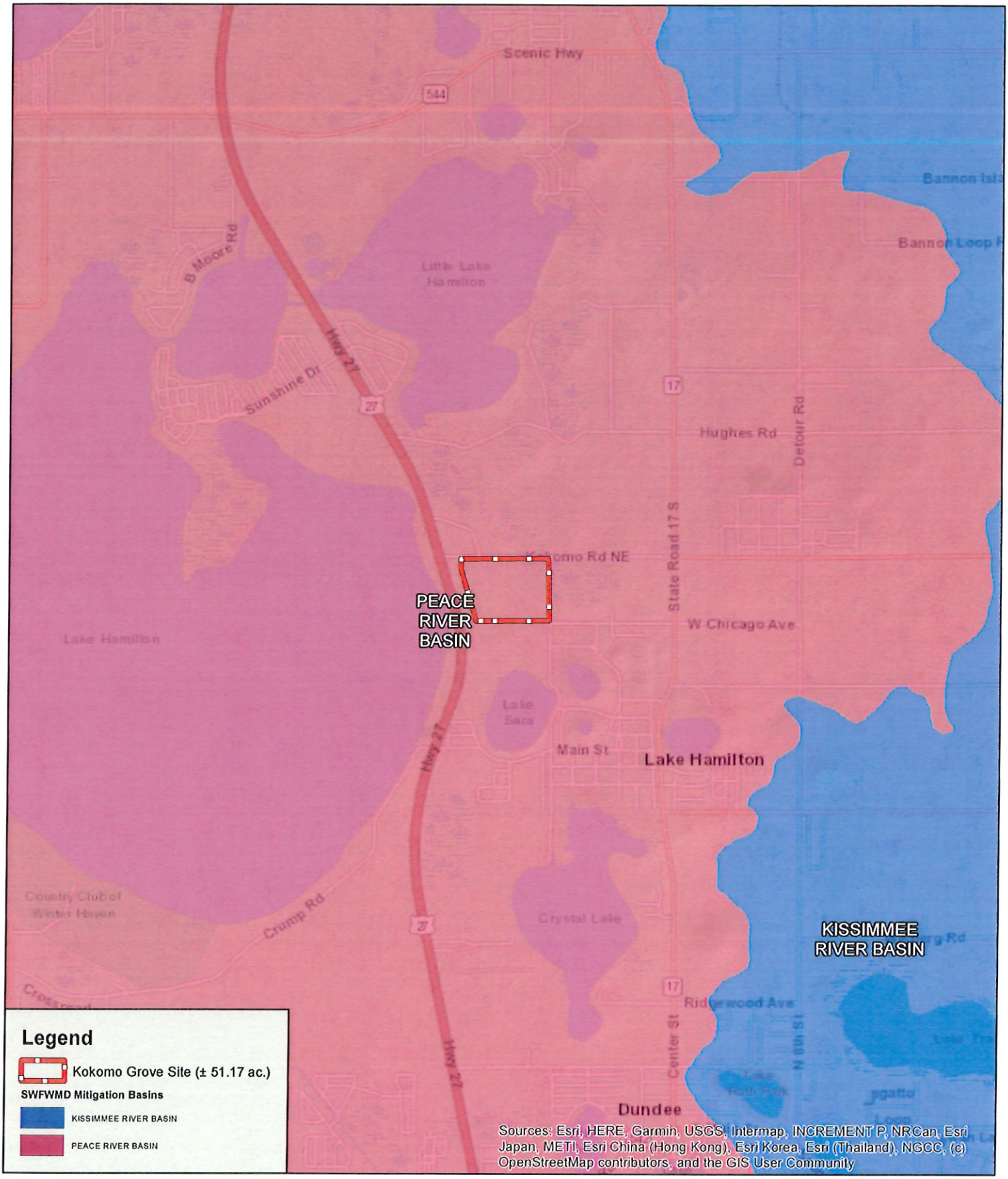
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Kokomo Grove Site
Polk County, Florida
Figure 8
Wetlands Map

N
W E
S

300
Feet

Project #: 125-251
Produced By: CRE
Date: 6/12/2024



Bio-Tech Consulting
Environmental and Permitting
3025 East South Street Orlando, FL 32803
Phone (407) 894-5969 Fax (407) 894-5970
www.bio-techconsulting.com

Kokomo Grove Site
Polk County, Florida
Figure 9
SWFWMD Mitigation Basins Map

N
W E
S

0.5
Miles

Project #: 125-251
Produced By: JDH
Date: 5/13/2024

EagleWatch Map



6/14/2024, 1:13:42 PM

1:36,112

0 0.28 0.55 1.1 mi

0 0.42 0.85 1.7 km

Bald Eagle Nest Locations

- unmonitored
- Audubon

Maxar, University of South Florida, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

ArcGIS Web AppBuilder
Maxar | Esri Community Maps Contributors, University of South Florida, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA,

Table 1:	Potentially Occurring Listed Wildlife and Plant Species in Polk County, Florida		
Scientific Name	**Common Name**	**Federal Status**	**State Status**
REPTILES			
Alligator mississippiensis	American alligator	SAT	FT(S/A)
Drymarchon corais couperi	eastern indigo snake	LT	FT
Gopherus polyphemus	gopher tortoise	C	ST
Lampropeltis extenuata	short-tailed snake	N	ST
Pituophis melanoleucus mugitus	Florida pine snake	N	ST
Plestiodon egregius lividus	blue-tailed mole skink	LT	FT
Plestiodon reynoldsi	sand skink	LT	FT
BIRDS			
Ammodramus savannarum floridanus	Florida grasshopper sparrow	LE	FE
Antigone canadensis pratensis	Florida sandhill crane	N	ST
Aphelocoma coerulescens	Florida scrub-jay	LT	FT
Athene cunicularia floridana	burrowing owl	N	ST
Caracara cheriway	Crested Caracara	LT	N
Egretta caerulea	little blue heron	N	ST
Egretta tricolor	tricolored heron	N	ST
Falco sparverius paulus	southeastern American kestrel	N	ST
Mycteria americana	wood stork	LT	FT
Rostrhamus sociabilis plumbeus	Everglade snail kite	LE	FE
Sternula antillarum	Least Tern	N	ST
MAMMALS			
Eumops floridanus	Florida bonneted bat	LE	FE
VASCULAR PLANTS			
Agrimonia incisa	Incised Groove-Bur	N	T
Bonamia grandiflora	Florida bonamia	LT	E
Calamintha ashei	Ashe's savory	N	T
Calopogon multiflorus	Many-flowered Grass-pink	N	T
Centrosema arenicola	Sand Butterfly Pea	N	E
Chionanthus pygmaeus	pygmy fringe tree	LE	E
Chrysopsis highlandsensis	Highlands Goldenaster	N	E
Cladonia perforata	Perforate Reindeer Lichen	LE	E
Clitoria fragrans	scrub pigeon-wing	LT	E
Coelorachis tuberculosa	Piedmont Jointgrass	N	T
Coleataenia abscissa	cutthroat grass	N	E
Conradina brevifolia	short-leaved rosemary	LE	E
Crotalaria avonensis	Avon Park rabbit-bells	LE	E
Dicerandra frutescens	scrub mint	LE	E
Dicerandra modesta	Blushing Scrub Balm	N	E
Eriogonum longifolium var gnaphalifolium	scrub buckwheat	LT	E
Hartwrightia floridana	hartwrightia	N	T
Hypericum cumulicola	Highlands scrub hypericum	LE	E
Hypericum edisonianum	Edison's ascyrum	N	E

Illicium parviflorum	star anise	N	E
Lechea cernua	nodding pinweed	N	T
Lechea divaricata	pine pinweed	N	E
Liatris ohlingerae	Florida blazing star	LE	E
Lupinus aridorum	scrub lupine	LE	E
Matelea floridana	Florida spiny-pod	N	E
Nemastylis floridana	Celestial Lily	N	E
Nolina brittoniana	Britton's beargrass	LE	E
Ophioglossum palmatum	hand fern	N	E
Paronychia chartacea ssp *chartacea*	paper-like nailwort	LT	E
Pecluma plumula	Plume Polypody	N	E
Pecluma ptilota var. bourgeauana	Compy Bolypody	N	E
Peperomia humilis	Terrestrial Peperomia	N	E
Platanthera integra	Yellow Fringeless Orchid	N	E
Polygala lewtonii	Lewton's polygala	LE	E
Polygonella basiramia	Florida Jointweed	LE	E
Polygonella myriophylla	Small's jointweed	LE	E
Prunus geniculata	scrub plum	LE	E
Pteroglossaspis ecristata	Giant Orchid	N	T
Rhynchospora megaplumosa	Large-plumed Beaksedge	N	E
Salix floridana	Florida willow	N	E
Schizachyrium niveum	Scrub Bluestem	N	E
Stylisma abdita	scrub stylisma	N	E
Thelypteris serrata	Toothed Maiden Fern	N	E
Warea amplexifolia	clasping warea	LE	E
Warea carteri	Carter's warea	LE	E
Zephyranthes simpsonii	Redmargin Zephyrlily	N	T
Ziziphus celata	scrub ziziphus	LE	E

FEDERAL LEGAL STATUS

LE-Endangered: species in danger of extinction throughout all or a significant portion of its range.
LT-Threatened: species likely to become Endangered within the foreseeable future throughout all or a significant portion of its range.
SAT-Endangered due to similarity of appearance to a species which is federally listed such that enforcement personnel have difficulty in attempting to differentiate between the listed and unlisted species.
C-Candidate species for which federal listing agencies have sufficient information on biological vulnerability and threats to support proposing to list the species as Endangered or Threatened.
XN-Non-essential experimental population.
N-Not currently listed, nor currently being considered for listing as Endangered or Threatened.

STATE LEGAL STATUS - ANIMALS

FE- Listed as Endangered Species at the Federal level by the U. S. Fish and Wildlife Service
FT- Listed as Threatened Species at the Federal level by the U. S. Fish and Wildlife Service
FXN- Federal listed as an experimental population in Florida
FT(S/A)- Federal Threatened due to similarity of appearance
ST- State population listed as Threatened by the FFWCC. Defined as a species, subspecies, or isolated population which is acutely vulnerable to environmental alteration, declining in number at a rapid rate, or whose range or habitat is decreasing in area at a rapid rate and as a consequence is destined or very likely to become an endangered species within the foreseeable future.
SSC-Listed as Species of Special Concern by the FFWCC. Defined as a population which warrants special protection, recognition, or consideration because it has an inherent significant vulnerability to habitat modification, environmental alteration, human disturbance, or substantial human exploitation which, in the foreseeable future, may result in its becoming a threatened species. (SSC* for Pandion haliaetus (Osprey) indicates that this status applies in Monroe county only.)
N-Not currently listed, nor currently being considered for listing.

*** State protected by F.A.C. 68A-16.002 and federally protected by both the Migratory Bird Treaty Act (1918) and the Bald and Golden Eagle Protection Act (1940)*

STATE LEGAL STATUS - PLANTS

E-Endangered: species of plants native to Florida that are in imminent danger of extinction within the state, the survival of which is unlikely if the causes of a decline in the number of plants continue; includes all species determined to be endangered or threatened pursuant to the U.S. Endangered Species Act.
T-Threatened: species native to the state that are in rapid decline in the number of plants within the state, but which have not so decreased in number as to cause them to be Endangered.
N-Not currently listed, nor currently being considered for listing.

APPENDIX A – Town of Lake Hamilton Land Development Code

DIVISION 3. - WETLANDS PROTECTION

Sec. 16-552. - Purpose and intent.

The town council has determined that wetlands contiguous to waters of the state, and noncontiguous and isolated wetlands serve important functions in the hydrologic cycle and ecological system and therefore require protection. It is the purpose and intent of this division to provide for the protection, maintenance, and enhancement of wetlands within the town in accordance with the adopted comprehensive plan, recognizing the rights of individual property owners to use their lands in a reasonable manner as well as the rights of all citizens to protection and purity of the waters of the town and their associated wetland ecosystems. It is further the purpose and intent of this division to ensure that there is no net loss of wetlands as defined in this chapter.

(Land Development Code 1995, § 4.03.01)

Sec. 16-553. - Exemptions.

Activities or development types which are exempted from this division include:

(1) Nonmechanical clearing of vegetation from an area of less than ten percent of the protected zone.

(2) Minor maintenance or emergency repair to existing structures of improved areas.

(3) Cleared walking trails having no structural components.

(4) Timber catwalks and docks four feet or less in width.

(5) Utility crossings.

(6) Maintenance of drainage systems, including routine dredge and fill activities in ditches, retention and detention areas, public road and other rights-of-way.

(7) Bona fide mosquito control activities.

(8) Development in wetlands one-half acre or smaller; provided, however, that if the entire wetland exceeds this threshold for exemption whether on one or more lots, then the entire wetland is regulated as otherwise provided in this division.

(9) Activities within artificial wetlands are created as part of a manmade wastewater treatment system.

(10) Activities approved by federal, state, or regional agency prior to May 31, 1995.

(Land Development Code 1995, § 4.03.05)

Sec. 16-554. - Relationship to other requirements relating to wetlands protection.

In addition to meeting the wetlands protection requirements set forth in this division, development plans shall comply with applicable federal, state and water management district regulations. In all cases, the strictest of the applicable standards shall apply.

(Land Development Code 1995, § 4.03.02)

Sec. 16-555. - Protection zones established.

Two zones of protection for wetlands are hereby established. The protection zones shall be known as the "wetland protection" and "wetland transitional" zones.

(1) *Wetland protection zone.* There is hereby created a wetland protection zone in which special restrictions on development apply. The boundaries of this zone shall be the most landward extent of the following:

a. Areas within the dredge and fill jurisdiction of the Department of Environmental Protection (FDEP) as authorized by F.S. ch. 403.

b. Areas within the jurisdiction of the U.S. Army Corps of Engineers as authorized by section 404, Clean Water Act or section 10, River and Harbor Act.

c. Areas within the jurisdiction of the Southwest Florida Water Management District pursuant to F.A.C. ch. 40D-4.

d. Development requiring a permit or permits from one or more of the U.S. Army Corps of Engineers, FDEP, and the Southwest Florida Water Management District (SWFWMD), shall have the most restrictive agency wetlands boundary determination recognized by the town as the wetlands boundary. The term most restrictive is used here to mean the boundary covering the largest area.

e. In circumstances where the natural boundary of wetland vegetation is unclear, the line of demarcation may be approximated at a surveyed elevation measured at a location in the same wetland where the natural line is clear.

f. In the event an undeveloped area has been recently cleared of all vegetation, the wetland boundary may be determined by a study of the soils, aerial mapping, photography, hydrology, and other relevant historical information.

(2) *Wetland transitional zone.* There is hereby created a wetland transitional zone adjacent to each wetland protection zone. The transitional zone is an area having a direct ground or surface water influence and functions as a buffer between wetlands and development. The purpose of the transitional zone is to minimize the adverse effects of development upon the wetland itself. This zone shall encompass all land within 200 feet of the boundary of the

wetland protection zone unless the applicant is able to demonstrate to the town council's satisfaction that the functions of the wetland can be protected with a smaller transitional zone. In no case, however, shall a transitional zone of less than 30 feet be approved.

(Land Development Code 1995, § 4.03.03)

Sec. 16-556. - Permit and management plan required.

Except as provided in this division, no person shall remove, fill, drain, dredge, clear, destroy or alter any wetland as defined in this chapter without first submitting a wetland management plan to the development director and obtaining from the town council a wetland alteration permit. This permit may be issued concurrently with any other land development permits issued by the town.

(Land Development Code 1995, § 4.03.04)

Sec. 16-557. - Development standards.

(a) *Wetland protection zone.*

(1) Except as otherwise provided in this division, it is presumed that development will have an adverse effect on wetlands. No activities other than the ones set forth in subsection (a)(2) of this section shall be undertaken in a wetland protection zone.

(2) Activities permitted in wetland protection zones. The following activities and development types generally may be undertaken unless the town council determines in a specific case that a listed activity or development type would have a significant adverse impact on the wetland protection zone:

a. Scenic, historic, wildlife, or scientific preserves.

b. Minor maintenance or emergency repair to existing structures or improved areas.

c. Cleared walking trails of four feet or less in width and having no structural components.

d. Timber catwalks and docks four feet or less in width.

e. Commercial or recreational fishing or hunting, and creation and maintenance of temporary blinds.

f. Cultivating agricultural or horticultural products that occur naturally on the site.

g. Constructing fences where no fill activity is required and where navigational access will not be impaired by construction of the fence.

h. Developing an area that no longer functions as a wetland, except a former wetland that has been filled or altered in violation of any federal, state, or local rule, regulations, or statute. This condition shall be certified by the state department of environmental protection (FDEP) or other appropriate agency.

i.

Developing a "wetlands stormwater discharge facility" in accordance with state permits received under F.A.C. ch. 62-25.

j. Water dependent activities which cannot feasibly be located outside the wetland protection zone. The following are permittable water dependent activities:

1. Projects not exceeding 10,000 cubic yards of material placed in or removed from watercourses, water bodies or wetland.
2. Installation of channel markers, signs, and fences.
3. Installation of underwater utility lines or facilities, including water, wastewater, electricity, communication cables, oil or gas. Lines may be entrenched in (not exceeding 10,000 cubic yards of dredging), laid on, or embedded in bottom waters.
4. Construction of foot bridges and vehicular bridges.
5. Replacement or widening of bridges on pilings or trestles where the effects of pollutants discharged into open waters are minimized.

(b) *Wetland transitional zone.*

(1) *Development potential.* All development in a wetland transitional zone shall be designed, constructed and maintained to avoid significant adverse effects on the adjacent wetland area. Where a development site lies partly within the wetland protection zone and partly within the wetland transitional zone, the acreage within a wetland protection zone may be used to determine the total allowable units or square footage of development that will be allowed on a site. This development potential shall be transferred from the wetland protection zone to the wetland transitional zone.

(2) *Special standards.* The following standards shall apply within wetland transitional zones:

a. Natural vegetative buffer areas shall be retained between all development and all wetland protection zones, where such buffer areas exist. The minimum width of the buffer shall be 30 feet, or as the town council determines to be appropriate. No structure shall be located in such areas. Impervious surfaces shall be limited to roads or walking trails providing access to a body of water. Where a natural buffer area does not exist, an equivalent buffer shall be created.

b. The developer shall completely restore any portion of a wetland protection zone damaged as a result of construction activity in the wetland transitional zone.

c. The town council may require other reasonable protective measures to be undertaken within the wetland transitional zone as necessary to prevent significant adverse effects on a wetland protection zone. Protective measures may include, but are not limited to:

1. Maintaining natural drainage patterns.
2. Limiting the removal of vegetation.

3. Minimizing the amount of fill used in the development activity.
4. Prohibiting or limiting the use of septic tanks.

(Land Development Code 1995, § 4.03.06)

Sec. 16-558. - Mitigation.

(a) The town council may require mitigation of adverse impacts on wetlands as a condition of development approval if it finds that such impacts are unavoidable. In such cases, action will be taken during or after development to reduce or counteract damage to wetland areas. A mitigation plan approved by a federal, state, or regional agency shall be acceptable to the town. Mitigation shall not contribute to the production of mosquito larval habitat or by eliminating habitat for predatory fish.

(b) The mitigation plan may include, but is not limited to, the following actions:

(1) Repairing, rehabilitating, or restoring the wetland area.

(2) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the development.

(3) Compensating for the impact through enhancement of existing wetlands, reestablishment of wetlands which are no longer functioning, or the creation of new wetlands.

(4) Specific design requirements, to be determined by the town council based upon conditions of the site and the type of wetland to be created or restored.

(5) Periodic monitoring to remove exotic or nuisance vegetation.

(6) Preserving or creating an upland habitat as an adjacent transitional zone on mitigated sites.

(c) A developer of a compensatory mitigation plan shall grant a conservation easement in accordance with F.S. § 704.06 and this division on the newly purchased, created, enhanced or restored environmentally sensitive lands to protect them from future development. A legal mechanism other than a conservation easement may be considered, if appropriate, to carry out the purpose of this section.

(Land Development Code 1995, § 4.03.07)

Sec. 16-559. - Prohibited ongoing activities.

The following standards apply to post-development activities taking place within any wetland protection zone or wetland transitional zone:

(1) *Clearing.* Without an amendment to the development order, no person shall clear more vegetation than was permitted for the original development.

(2)

Handling and storage of fuel, hazardous and toxic substances and wastes developments. The place where fuel or toxic substances will be stored, transferred, or sold shall employ the best available facilities and procedures for the prevention, containment, recovery, and mitigation of spillage of fuel and toxic substances. Facilities and procedures shall be designed to prevent substances from entering the water or soil, and employ adequate means for prompt and effective cleanup of spills that do occur.

(3) *Fertilizers, herbicides, or pesticides.* Fertilizer, herbicides, or pesticides shall not be applied in a wetland protection zone except for projects conducted under the authority of the Surface Water Improvement and Management Act (F.S. § 373.451 et seq.) and governmentally authorized mosquito control programs.

(Land Development Code 1995, § 4.03.08)

Secs. 16-560—16-581. - Reserved.

DIVISION 4. - LAKE PROTECTION

Sec. 16-582. - Purpose and intent.

It is the purpose of this division to maintain water quality and reduce nutrient loading in the town's lakes. In order to achieve this, the standards in this division restrict the amount of clearing or removal of shoreline vegetation and require additional stormwater treatment.

(Land Development Code 1995, § 4.04.01)

Sec. 16-583. - Relationship to other requirements relating to lake protection.

In addition to meeting the requirements of this division, developments shall comply with applicable federal, state and water management district regulations. In all cases, the strictest of standards shall apply.

(Land Development Code 1995, § 4.04.02)

Sec. 16-584. - Shoreline protection zones established.

Two zones of protection for lakes are hereby established. The protection zones shall be known as the "primary shoreline protection zone" and the "secondary shoreline protection zone."

(1) *Primary shoreline protection zone.* The primary shoreline protection zone extends from the water's edge to a point 50 feet landward of the Ordinary High Water Line (OHWL).

(2) *Secondary shoreline protection zone.* The secondary shoreline protection zone extends 150 feet landward from the outer edge of the primary protection zone.

(Land Development Code 1995, § 4.04.03)

Sec. 16-585. - Development standards for primary shoreline protection zones.

Except through the following provisions, no development shall be undertaken within a primary shoreline protection zone:

(1) *Permitted activities and development types.*

a. Emergency repairs on existing facilities where such repairs are necessary for the preservation of life, health, or property and are taken to accomplish the purpose of this division.

b. Activities connected with maintenance of a structural stormwater or drainage control system, where such activities do not constitute major construction or rebuilding.

c. Lawn mowing, trimming of vegetation, and other lawn maintenance activities will not result in the clearance of shoreline vegetation.

d. Maintenance of lakefront property whose shoreline has previously been cleared, provided that the clearing has been continuously maintained. However, if shoreline vegetation has been allowed to reestablish itself, a permit must be obtained to clear it.

e. Activities carried out by government agencies.

f. Nonmechanical clearing of vegetation from an area of less than ten percent of the primary shoreline protection zone from water's edge to the landward extent of the primary shoreline protections zone.

g. Minor maintenance or emergency repair of existing structures in improved areas.

h. Clearing of shoreline vegetation from water's edge to the landward edge of the primary shoreline protection zone, to create a walking trail having no structural components, not to exceed four feet in width.

i. Timber catwalks, docks, and trail bridges that are less than or equal to four feet wide, provided that no filling, flooding, dredging, draining, ditching, tilling or excavating is done, except limited filling and excavating necessary for the installation of pilings.

j. Utility crossings.

k. Bona fide mosquito control activities.

l. Scenic, historic, wildlife, or scientific preserves.

m. Commercial or recreational fishing, hunting or trapping, and creation and maintenance of temporary blinds.

n. Constructing fences where no fill activity is required.

o. Developing a "Wetlands Storm Water Discharge Facility" or "Treatment Wetland" in accordance with state permits received under F.A.C. chs. 62-25 and 62-611.

p. All docks, piers and boat houses developed in conformance with applicable requirements of this chapter.

q. Water dependent activities which cannot feasibly be located outside the primary shoreline protection zone. The following are permittable water dependent activities:

1. Marinas and other projects not exceeding 10,000 cubic yards of material placed in or removed from watercourses, water bodies or wetlands.
2. Installation of channel markers, signs, and fences.
3. Installation of underwater utility lines or facilities, including water, wastewater, electricity, communication cables, oil or gas. Lines may be entrenched in (not exceeding 10,000 cubic yards of dredging), laid on, or embedded in bottom waters.
4. Construction of foot bridges and vehicular bridges.
5. Replacement or widening of bridges on pilings or trestles where the effects of pollutants discharged into open waters are minimized.

r. The water dependent activity shall be designed, constructed, and maintained so as to minimize adverse impacts on the shoreline protection zone. Marinas and other appropriate developments shall post the following signs where they are readily visible to all users of the development:

1. Regulations pertaining to handling and disposal of waste, sewage, or toxic materials.
2. Regulations prohibiting the use of vessel toilets unless these toilets are self-contained or have approved treatment device.
3. Regulations prohibiting the disposal of fish cleaning wastes or unused bait in or near the development.

s. Marinas shall include boat launch facilities unless the applicant can demonstrate that providing such facilities is not feasible, or it is determined by the town that the ramp would be excessively damaging to the aquatic environment.

(2) *Clearing of shoreline areas.*

a. A permit shall not be required for clearing less than 25 feet of shoreline.

b. The development director shall grant a permit only if the applicant demonstrates that the planned clearing:

1. Meets erosion control requirements of section 16-490.
2. Will utilize alternative vegetation to ensure that the nutrient level in the lake is not raised by the removal of existing vegetation.
3. Will not otherwise violate the intent and purpose of this division.

c. All mechanically cleared or trimmed vegetation shall be removed from the lake and shoreline within 24 hours of cutting.

(Land Development Code 1995, § 5.04.04)

Sec. 16-586. - Development within the secondary shoreline protection zone.

All development in a secondary shoreline protection zone shall be designed, constructed and maintained to avoid adverse effects on the primary shoreline protection zone and in accordance with the following requirements:

(1) All development shall be set back at least 50 feet from the landward boundary of the primary shoreline protection zone.

(2) Impervious surfaces, including buildings, walkways and other paved areas, shall be limited to 40 percent of the land area of the entire site.

(3) The development shall retain a minimum of 25 percent of the natural vegetation on the site.

(4) Point source and nonpoint source discharges into any lake are prohibited, except for stormwater.

(5) If no natural vegetation exists, strips of buffer vegetation shall be planted between development activities and the primary shoreline protection zone. Buffers shall be a minimum of ten feet wide and shall be composed of native plant species or other plants permitted for landscaping purposes.

(6) The developer shall completely restore any portion of a primary shoreline protection zone damaged during construction.

(7) The town council may require other reasonable protective measures to be undertaken within the secondary shoreline protection zone as necessary to prevent significant adverse effects on the primary shoreline protection zone. Protective measures may include, but are not limited to:

a. Maintaining natural drainage patterns.

b. Limiting the removal of vegetation to the minimum necessary to carry out the development activity.

c. Expeditiously replanting denuded areas.

d. Minimizing the amount of fill used in the development activity.

e. Disposing of dredged spoil at specified locations in a manner causing minimal environmental damage.

f. Constructing channels at the minimum depth and width necessary to achieve their intended purposes, and designing them to prevent slumping and erosion and allow revegetation of banks.

g. Designing, locating, constructing and maintaining all development in a manner that minimizes environmental damage.

(Land Development Code 1995, § 4.04.05)

Sec. 16-587. - Mitigation.

(a) The town council may require mitigation of adverse impacts on shorelines as a condition of development approval if it finds that such impacts are unavoidable. In such cases, action will be taken during or after development to reduce or counteract damage to shoreline areas. A mitigation plan approved by a federal, state, or regional agency shall be acceptable to the town. Mitigation shall not contribute to the production of mosquitoes by creating mosquito larval habitat or by eliminating habitat for predatory fish. The mitigation plan may include, but is not limited to, the following actions:

(1) Minimizing impacts by limiting the degree or magnitude of the action or its implementation.

(2) Rectifying the impact by repairing, rehabilitating, or restoring the affected environment.

(3) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.

(4) Compensating for the impact by replacing or providing substitute resources or environments through creation of new shoreline, enhancement of existing lakes or reestablishment of shoreline vegetation in the littoral zone.

(b) A developer of a compensatory mitigation plan shall grant a conservation easement in accordance with F.S. § 704.06 and this chapter on the area which is the object of the mitigation plan. A legal mechanism other than a conservation easement may be considered, if appropriate, to carry out the purpose of this subsection.

(Land Development Code 1995, § 4.04.06)

Sec. 16-588. - Prohibited ongoing activities.

The following standards apply to post-development activities taking place within any primary or secondary shoreline protection zone:

(1) *Clearing.* Without an amendment to the development order, no person shall clear more vegetation than permitted for the original development.

(2) *Handling and storage of fuel, hazardous and toxic substances, and wastes development.* The place where fuel or toxic substances will be stored, transferred, or sold shall employ the best available facilities and procedures for the prevention, containment, recovery, and mitigation of spillage of fuel and toxic substances. Facilities and procedures shall be designed to prevent substances from entering the water or soil and employ adequate means for prompt and effective cleanup of spills that do occur.

(3)

Fertilizers, herbicides, or pesticides. Fertilizers, herbicides, or pesticides shall not be applied in a primary shoreline protection zone except for projects conducted under the authority of the Surface Water Improvement and Management Act (F.S. § 373.451 et seq.) and governmentally authorized mosquito control programs.

(Land Development Code 1995, § 4.04.07)

Secs. 16-589—16-594. - Reserved.

8.C

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Chris Votour, Chief of Police

AGENDA ITEM: Continued from the June 2, 2026 Regular Council Meeting. - Continued from the May 5, 2026 Regular Council Meeting- Consider Interlocal Agreement with Grady Judd, Polk County Sheriff's Office, for Telecommunication and IT Services.

DATE: July 7, 2026

SUMMARY & RECOMMENDATION: Continued from the May 5, 2026 Regular Council Meeting to provide Council with the previous year interlocal agreement.

This interlocal agreement with the Sherriff's Office is for ongoing Telecommunication and IT Services and the renewal of that agreement. Staff recommends approval of the agreement.

CONSENT AGENDA ☐ **OLD BUSINESS** ☒ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: The agreement is for ongoing services contracted by the Sherriff's Office, the item was budgeted under G/L #001-521-031.

RECOMMENDATION:

ATTACHMENT(S):
Interlocal Agreement For Signature (PDF)
Interlocal Agreement with Sheriff Department 2025.pdf
Memo from Chief Votour Regarding Services (PDF)

Sheriff Grady Judd
Polk County
1891 Jim Keene Blvd. • Winter Haven, FL 33880-8010 • Phone: 863.298.6200 • www.polksheriff.org

April 10, 2026

Ms. Brittany Sandoval, Town Administrator
Post Office Box 126
Lake Hamilton, Florida 33851

Re: Interlocal Agreement with the Polk County Sheriff's Office

Dear Ms. Sandoval

Please find the enclosed copy of the above agreement for Telecommunications and IT services with the Polk County Sheriff's Office. At your earliest convenience, please have it executed and return the original copy to my attention at the Polk County Sheriff's Office

Should you have any questions or need anything additional, please feel free to call me at 298-6587.

Sincerely,

John W. Lees
Staff Attorney, Office of Legal Affairs

JWL/mkc
Enclosure
xc: File

FSD
CSB MDC
GCS

INTERLOCAL AGREEMENT

THIS AGREEMENT is made by and between the Town of Lake Hamilton, a municipality of the State of Florida, located within the boundaries of Polk County, Florida (hereinafter referred to as "TOWN") and Grady Judd, as Sheriff of Polk County, a Constitutional Officer of the State of Florida (hereinafter referred to as "SHERIFF").

WHEREAS, the TOWN is desirous of maintaining a high level of telecommunications services in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, the TOWN desires to ensure its informational needs are met during normal daily activities and during emergencies; and

WHEREAS, the TOWN is desirous of obtaining its telecommunications services through a contractual relationship with the SHERIFF; and

WHEREAS, the SHERIFF has agreed to provide the TOWN a high level of professional telecommunications services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, the TOWN after evaluation of options for the provision to its residents of telecommunications services enumerated herein, has made a determination that the interests of its residents will be best served by contracting with SHERIFF and the TOWN is desirous of obtaining its enforcement related telecommunications services through a contractual relationship with SHERIFF; and

WHEREAS, this Agreement is undertaken for the benefit of the general public so that, via cooperative effort, the parties may make the most efficient use of their resources, and is

authorized by and entered into pursuant to Chapter 163, Florida Statutes, and other applicable law; and

WHEREAS, the parties are acting pursuant to the authority contained in their respective charters, general law and Section 163.01, Florida Statutes.

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

1.1. For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

a. Services for the purpose of this agreement shall be interpreted to include law enforcement and fire/rescue emergency 9-1-1 calls each day of the year on a twenty-four (24) hour per day basis.

b. Telecommunicator shall mean an individual who is appointed by the SHERIFF, and defined as a person who receives, processes, and dispatches calls for service.

ARTICLE 2 – TELECOMMUNICATIONS

2.1 The SHERIFF shall provide to the TOWN professional telecommunications services within and throughout the jurisdiction of the TOWN.

2.2 Upon receipt of the emergency call from within the TOWN's jurisdiction, the SHERIFF will coordinate dispatch and radio communication services for law enforcement for the TOWN.

2.3 Telecommunication services shall encompass all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, an agency receiving, processing, and dispatching calls for service.

2.4 Performance of all duties and responsibilities of the telecommunicators shall be in accordance with SHERIFF's General Orders and this Agreement.

2.5 The parties acknowledge that communications interoperability has been identified as a critical element of the public safety response network. The parties agree to acquire and utilize the same radio communications technology platform in order to be directly interoperable with all other agencies on the system. Radio communications technology platform refers to the radio equipment (portables, mobiles, control stations, consoles) which operate on the current radio system. The equipment utilized must be capable of direct interoperability using a shared system and shared channels or talk groups without requiring any type of manual process or intervention such as gateways, bridges, patches, etc.

The parties agree to adhere to the communications protocols, including the requirement to utilize common radio terminology (codes, plain text), which may be discipline specific between fire-rescue and law enforcement.

2.6 The parties recognize that each agency may have specific response matrices that dictate which resources will be sent to specific responses, though these may differ from like agencies. The SHERIFF shall dispatch the appropriate units for emergency incidents based on each agencies' requirements and directives.

2.7 The purpose of this Agreement shall be to receive calls for emergency assistance, to efficiently coordinate response resources to emergencies and to efficiently and effectively coordinate public safety/emergency services radio communications.

ARTICLE 3 – INFORMATION TECHNOLOGY SERVICES

3.1 The TOWN shall be entitled through agents and employees of the SHERIFF to Information Technology Services for police personnel.

3.2 The SHERIFF will provide Information Technology Services support to TOWN's police personnel to access SHERIFF's Information Technology Staff for assistance related to the proper operation of their town-owned Information Technology equipment. This assistance will be provided in the following areas:

(a). Connectivity – To include VPN support, air card diagnostics, voice and data land-line support and net motion.

(b). Hardware – To include desktop and laptop diagnostic service. Any recommended replacements are the responsibility of the TOWN and that cost is not part of this Agreement.

(c). Peripherals – Support will be provided relating to Automated Vehicle Locator (AVL), Global Positioning System (GPS), Driver's License Readers and Property & Evidence Bar Code Readers.

(d). Software – Support will be provided for the following software solutions:

- CAD;
- Mobile Cad;
- Field Reporting;
- Records Management System;
- Automated Jail Booking and Data Transfer;

- Database management and systems file maintenance; and
- Reports and Web Based Data Query.

3.3 The SHERIFF agrees to provide IT services in support of the nine (9) machines and the lease of the seven (7) laptops.

3.4 The SHERIFF agrees to refresh the vehicle mobile computer equipment every four (4) years.

3.5 As this agreement contemplates the exchange of Criminal Justice Information ("CJI") of which may be routinely shared for the administration of criminal justice, the parties agree as follows:

(a) Sheriff will provide Town access to the software in §1.(d) above through a FIPS 140-2 certified encrypted path.

(b) Sheriff and Town may also exchange CJI as needed, via voice and/or physical paper dissemination.

(c) Both Sheriff and Town will utilize the records for criminal justice purposes.

(d) Sheriff and Town agree to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of said electronic systems.

(e) Both parties agree to abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and each party, to include but not limited to the FBI CJIS Security Policy.

(f) Both Sheriff and Town agree that they shall make use of the records for authorized criminal justice purposes only.

(g) Both parties will disseminate CJI related information obtained from one another only for criminal justice purposes.

(h) Both parties agree to maintain any information obtained from one another in a secure place, and destroy records containing such information in compliance with all applicable federal and state laws.

(i) All CJIS data transmitted over any public network segment must be encrypted as required by the FBI CJIS Security Policy.

(j) To the extent provided by the laws of Florida, the parties agree to be responsible for the violations, negligent acts or omissions of their own personnel arising out of or involving any information contained in, received from, entered into or through the receipt of the records.

(k) Both parties must ensure all devices with connectivity to CJI systems and/or data employ virus protection software and such software shall be maintained in accordance with the software vendor's published updates; and will promptly and fully patch Windows and other software present on all such devices, after any necessary testing, upon such patches becoming available.

(l) CJI may only be accessed via computers or interface devices owned by the parties or contracted entities. Personally owned devices shall not be authorized to access, process, store, or transmit CJI. Vendors under contract with the hosting agency may be allowed access provided all requirements of the FBI CJIS Security Addendum are complied with and member security training is current as required by the FBI CJIS Security Policy.

(m) All policies, procedures and operating instructions contained in the FBI CJIS Security Policy are hereby incorporated into and made a part of this agreement, except to the extent that they are inconsistent herewith or legally superseded by higher authority.

(n) Both Sheriff and Town will have a written policy for discipline of personnel who access CJI for purposes that are not authorized, disclose information to unauthorized individuals or in an unauthorized manner, or violate CJIS rules, regulations or operating procedures.

(o) Town shall submit instances of violations to the proper point of contact with the Sheriff for follow up.

(p) Sheriff and Town have an obligation to report instances of misuse to the FDLE for follow up of applicable investigation and applicable discipline in compliance with the FBI CJIS Security Policy.

(q) Sheriff reserves the right to deny CJI or related records to any individual based on valid, articulable concerns for the security and integrity of CJIS and related programs/systems information.

3.6 The Town agrees to comply with all terms and conditions of the User Agreement between the Florida Department of Law Enforcement ("FDLE") and the Polk County Sheriff's

Office in effect as of the date of this Agreement and as the same may be amended or replaced from time to time. The Sheriff will provide the Town with a copy of the current FDLE User Agreement and any subsequently executed amendment or replacement thereof upon the Town's request and at no cost to the Town.

ARTICLE 4 – CONSIDERATION

4.1. Law Enforcement Telecommunication Services. TOWN shall pay the SHERIFF as payment in full for law enforcement telecommunication services as agreed to be performed the sum of forty six thousand seven hundred thirty six dollars ($46,736.00) for the term of this Agreement.

4.2 Information Technology Services. In addition to the amounts listed in paragraph 4.1, TOWN shall also pay the SHERIFF as payment in full the sum of one thousand four hundred dollars ($1,400.00), to lease the seven laptops, and one thousand three hundred fifty dollars ($1,350.00), for information technology services to support nine machines, for the term of this Agreement.

4.3 The TOWN shall make quarterly payments in advance for the base contract. Quarterly payments shall be made prior to October 1, 2026, January 1, 2027, April 1, 2027 and July 1, 2027.

ARTICLE 5 – AUDIT OF RECORDS

The TOWN or designee may, upon reasonable notice to the SHERIFF, examine the existing SHERIFF's records relating to the services provided pursuant to the terms of this Agreement.

ARTICLE 6 – HOLD HARMLESS

6.1 To the extent and limits permitted by controlling law, the SHERIFF will indemnify and hold harmless the TOWN against any claims, and the cost of defending such claims, arising directly or indirectly, as a result of, or in connection with any negligent acts or omissions of the SHERIFF's office or its deputies', agents', or employees' performance of the services required by this Agreement.

6.2 To the extent and limits implemented under controlling law, the TOWN will indemnify and hold the SHERIFF harmless against any claims, and the cost of defending such claims, arising directly or indirectly, or as a result of, or in connection with any negligent acts or omissions of the TOWN, its agents', or employees' related to this Agreement.

6.3 Nothing contained herein shall be construed to limit or modify the provision of Section 768.28, Florida Statutes, as it applies to the TOWN and the SHERIFF. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the SHERIFF or the TOWN pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third parties receive any benefit whatsoever from the indemnification provided herein.

6.4 The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution, common law, or statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes. The parties agree that the TOWN's determination to cause the provision of services by this Agreement is an exercise of the legislative function of and by the TOWN and that at no time will the TOWN exercise any specific operational control over the activities of any of the members of the SHERIFF's office.

6.5 For purposes of this provision, the TOWN's employees shall not be deemed agents or servants of the SHERIFF and the SHERIFF's employees shall not be deemed agents or servants of the TOWN. The SHERIFF and the TOWN will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

ARTICLE 7 – INDEPENDENT CONTRACTOR

The SHERIFF, for the purpose of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested to the SHERIFF.

ARTICLE 8 – TERM

This Agreement shall remain in full force and effect commencing October 1, 2026, and ending September 30, 2027, all dates inclusive, unless the Agreement is otherwise extended or terminated in accordance with the terms hereof.

ARTICLE 9 – TERMINATION

This Agreement may be terminated by either party for any or no cause by giving advance notice to the other party of not less than one hundred and eighty (180) days in the manner set forth in Article 11 of this Agreement. However, termination of this Agreement shall not abridge or modify the obligations pertaining to the reestablishment of telecommunication services and the parties agree there will be no lapse in said services.

ARTICLE 10 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED

10.1 The SHERIFF, by his execution hereof, does hereby represent to the TOWN that he has full power and authority to make and execute this Agreement pursuant to the power so vested in him under the Constitution and Laws of the State of Florida to the effect:

(a). His making and executing this Agreement shall create a legal obligation upon himself and the Polk County Sheriff's Office.

(b). This Agreement shall be enforceable by the TOWN according and to the extent of the provisions hereof.

10.2 Nothing herein contained and no obligation on the part of the SHERIFF to be performed hereunder is intended to in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida or any policy, rule, and/or ordinance of the County, or the laws of the State of Florida.

10.3 The TOWN Mayor, by his/her execution hereof, does represent to the SHERIFF that he/she has full power and authority to make and execute this Agreement on behalf of the TOWN.

10.4 Nothing herein contained and no obligation on the part of the TOWN to be performed herein under is intended to in any way be contrary to or in contravention of any policy, rule and/or ordinance of the TOWN or the laws of the State of Florida.

ARTICLE 11 – NOTICE

All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States Mail, registered or certified, return receipt requested, postage

prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the TOWN, to:

Town of Lake Hamilton

P.O. Box 126

Lake Hamilton, Florida 33851

In case of the SHERIFF, to:

Polk County Sheriff's Office

Attn: Office of Legal Affairs

1891 Jim Keene Blvd

Winter Haven, Florida 33880

ARTICLE 12 – NON-ASSIGNABILITY

The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the written consent of the TOWN, which consent must be evidenced by a duly passed resolution.

ARTICLE 13 – THIRD PARTIES

In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

ARTICLE 14 – JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 15 – ENTIRE AGREEMENT

This Agreement constitutes the complete understanding of the parties and merges and supersedes any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

ARTICLE 16 – SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

ARTICLE 17 – AMENDMENTS OR MODIFICATIONS

Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modifications of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Agreement. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

MDC

ARTICLE 18 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance.

ARTICLE 19 – FORUM AND VENUE

All actions regarding this Agreement shall be formed and venued in a court of competent subject matter jurisdiction, in Polk County, Florida, or the Federal Middle District Court of Florida, located in Tampa, Florida.

IN WITNESS WHEREOF, the parties have caused this interlocal agreement to be executed for the uses and purposes set forth herein.

POLK COUNTY SHERIFF'S OFFICE
BY ANDRIA MCDONALD, EXECUTIVE DIRECTOR

andriaMcDonald

Date: 4/9/20

ATTEST

Marilyn Craig

WITNESS TO ANDRIA MCDONALD

APPROVED AS TO FORM:
BY SHERIFF'S GENERAL COUNSEL

TOWN OF LAKE HAMILTON
BY PHYLLIS HALL, MAYOR

ATTEST
BY TOWN CLERK



_____

_____

Date:_____

APPROVED AS TO FORM

BY:_____
TOWN ATTORNEY

INTERLOCAL AGREEMENT

THIS AGREEMENT is made by and between the Town of Lake Hamilton, a municipality of the State of Florida, located within the boundaries of Polk County, Florida (hereinafter referred to as "TOWN") and Grady Judd, as Sheriff of Polk County, a Constitutional Officer of the State of Florida (hereinafter referred to as "SHERIFF").

WHEREAS, the TOWN is desirous of maintaining a high level of telecommunications services in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, the TOWN desires to ensure its informational needs are met during normal daily activities and during emergencies; and

WHEREAS, the TOWN is desirous of obtaining its telecommunications services through a contractual relationship with the SHERIFF; and

WHEREAS, the SHERIFF has agreed to provide the TOWN a high level of professional telecommunications services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, the TOWN after evaluation of options for the provision to its residents of telecommunications services enumerated herein, has made a determination that the interests of its residents will be best served by contracting with SHERIFF and the TOWN is desirous of obtaining its enforcement related telecommunications services through a contractual relationship with SHERIFF; and

WHEREAS, this Agreement is undertaken for the benefit of the general public so that, via cooperative effort, the parties may make the most efficient use of their resources, and is

authorized by and entered into pursuant to Chapter 163, Florida Statutes, and other applicable law; and

WHEREAS, the parties are acting pursuant to the authority contained in their respective charters, general law and Section 163.01, Florida Statutes.

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

1.1. For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

a. Services for the purpose of this agreement shall be interpreted to include law enforcement and fire/rescue emergency 9-1-1 calls each day of the year on a twenty-four (24) hour per day basis.

b. Telecommunicator shall mean an individual who is appointed by the SHERIFF, and defined as a person who receives, processes, and dispatches calls for service.

ARTICLE 2 – TELECOMMUNICATIONS

2.1 The SHERIFF shall provide to the TOWN professional telecommunications services within and throughout the jurisdiction of the TOWN.

2.2 Upon receipt of the emergency call from within the TOWN's jurisdiction, the SHERIFF will coordinate dispatch and radio communication services for law enforcement for the TOWN.

2.3 Telecommunication services shall encompass all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, an agency receiving, processing, and dispatching calls for service.

2.4 Performance of all duties and responsibilities of the telecommunicators shall be in accordance with SHERIFF's General Orders and this Agreement.

2.5 The parties acknowledge that communications interoperability has been identified as a critical element of the public safety response network. The parties agree to acquire and utilize the same radio communications technology platform in order to be directly interoperable with all other agencies on the system. Radio communications technology platform refers to the radio equipment (portables, mobiles, control stations, consoles) which operate on the current radio system. The equipment utilized must be capable of direct interoperability using a shared system and shared channels or talk groups without requiring any type of manual process or intervention such as gateways, bridges, patches, etc.

The parties agree to adhere to the communications protocols, including the requirement to utilize common radio terminology (codes, plain text), which may be discipline specific between fire-rescue and law enforcement.

2.6 The parties recognize that each agency may have specific response matrices that dictate which resources will be sent to specific responses, though these may differ from like agencies. The SHERIFF shall dispatch the appropriate units for emergency incidents based on each agencies' requirements and directives.

2.7 The purpose of this Agreement shall be to receive calls for emergency assistance, to efficiently coordinate response resources to emergencies and to efficiently and effectively coordinate public safety/emergency services radio communications.

ARTICLE 3 – INFORMATION TECHNOLOGY SERVICES

3.1 The TOWN shall be entitled through agents and employees of the SHERIFF to Information Technology Services for police personnel.

3.2 The SHERIFF will provide Information Technology Services support to TOWN's police personnel to access SHERIFF's Information Technology Staff for assistance related to the proper operation of their town-owned Information Technology equipment. This assistance will be provided in the following areas:

(a). Connectivity – To include VPN support, air card diagnostics, voice and data land-line support and net motion.

(b). Hardware – To include desktop and laptop diagnostic service. Any recommended replacements are the responsibility of the TOWN and that cost is not part of this Agreement.

(c). Peripherals – Support will be provided relating to Automated Vehicle Locator (AVL), Global Positioning System (GPS), Driver's License Readers and Property & Evidence Bar Code Readers.

(d). Software – Support will be provided for the following software solutions:

- Tiburon, to include Computer Aided Dispatch (CAD), Mobile Cad, Records Management System (RMS) and field reporting,
- Crash Zone & Quick Scene Crash Reporting,
- General office software to include Microsoft products,
- Database management and systems file maintenance,
- GEO Map file maintenance.

3.3 The SHERIFF agrees to provide IT services in support of the nine (9) machines and the lease of the seven (7) laptops.

3.4 The SHERIFF agrees to refresh the vehicle mobile computer equipment every four (4) years.

ARTICLE 4 – CONSIDERATION

4.1. Law Enforcement Telecommunication Services. TOWN shall pay the SHERIFF as payment in full for law enforcement telecommunication services as agreed to be performed the sum of forty four thousand nine hundred thirty eight dollars ($44,938.00) for the term of this Agreement.

4.2 Information Technology Services. In addition to the amounts listed in paragraph 4.1, TOWN shall also pay the SHERIFF as payment in full the sum of one thousand four hundred dollars ($1,400.00), to lease the seven laptops, and one thousand three hundred fifty dollars ($1,350.00), for information technology services to support nine machines, for the term of this Agreement.

4.3 The TOWN shall make quarterly payments in advance for the base contract. Quarterly payments shall be made prior to October 1, 2025, January 1, 2026, April 1, 2026 and July 1, 2026.

ARTICLE 5 – AUDIT OF RECORDS

The TOWN or designee may, upon reasonable notice to the SHERIFF, examine the existing SHERIFF's records relating to the services provided pursuant to the terms of this Agreement.

ARTICLE 6 – HOLD HARMLESS

6.1 To the extent and limits permitted by controlling law, the SHERIFF will indemnify and hold harmless the TOWN against any claims, and the cost of defending such claims, arising directly or indirectly, as a result of, or in connection with any negligent acts or omissions of the SHERIFF's office or its deputies', agents', or employees' performance of the services required by this Agreement.

6.2 To the extent and limits implemented under controlling law, the TOWN will indemnify and hold the SHERIFF harmless against any claims, and the cost of defending such claims, arising directly or indirectly, or as a result of, or in connection with any negligent acts or omissions of the TOWN, its agents', or employees' related to this Agreement.

6.3 Nothing contained herein shall be construed to limit or modify the provision of Section 768.28, Florida Statutes, as it applies to the TOWN and the SHERIFF. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the SHERIFF or the TOWN pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third parties receive any benefit whatsoever from the indemnification provided herein.

6.4 The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution, common law, or statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes. The parties agree that the TOWN's determination to cause the provision of services by this Agreement is an exercise of the legislative function of and by the TOWN and that at no time will the TOWN exercise any specific operational control over the activities of any of the members of the SHERIFF's office.

6.5 For purposes of this provision, the TOWN's employees shall not be deemed agents or servants of the SHERIFF and the SHERIFF's employees shall not be deemed agents or servants of the TOWN. The SHERIFF and the TOWN will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

ARTICLE 7 – INDEPENDENT CONTRACTOR

The SHERIFF, for the purpose of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested to the SHERIFF.

ARTICLE 8 – TERM

This Agreement shall remain in full force and effect commencing October 1, 2025, and ending September 30, 2026, all dates inclusive, unless the Agreement is otherwise extended or terminated in accordance with the terms hereof.

ARTICLE 9 – TERMINATION

This Agreement may be terminated by either party for any or no cause by giving advance notice to the other party of not less than one hundred and eighty (180) days in the manner set forth in Article 11 of this Agreement. However, termination of this Agreement shall not abridge or modify the obligations pertaining to the reestablishment of telecommunication services and the parties agree there will be no lapse in said services.

ARTICLE 10 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED

10.1 The SHERIFF, by his execution hereof, does hereby represent to the TOWN that he has full power and authority to make and execute this Agreement pursuant to the power so vested in him under the Constitution and Laws of the State of Florida to the effect:

(a). His making and executing this Agreement shall create a legal obligation upon himself and the Polk County Sheriff's Office.

(b). This Agreement shall be enforceable by the TOWN according and to the extent of the provisions hereof.

10.2 Nothing herein contained and no obligation on the part of the SHERIFF to be performed hereunder is intended to in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida or any policy, rule, and/or ordinance of the County, or the laws of the State of Florida.

10.3 The TOWN Mayor, by his/her execution hereof, does represent to the SHERIFF that he/she has full power and authority to make and execute this Agreement on behalf of the TOWN.

10.4 Nothing herein contained and no obligation on the part of the TOWN to be performed herein under is intended to in any way be contrary to or in contravention of any policy, rule and/or ordinance of the TOWN or the laws of the State of Florida.

ARTICLE 11 – NOTICE

All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States Mail, registered or certified, return receipt requested, postage

prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the TOWN, to:

Town of Lake Hamilton

P.O. Box 126

Lake Hamilton, Florida 33851

In case of the SHERIFF, to:

Polk County Sheriff's Office

Attn: Office of Legal Affairs

1891 Jim Keene Blvd

Winter Haven, Florida 33880

ARTICLE 12 – NON-ASSIGNABILITY

The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the written consent of the TOWN, which consent must be evidenced by a duly passed resolution.

ARTICLE 13 – THIRD PARTIES

In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

ARTICLE 14 – JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 15 – ENTIRE AGREEMENT

This Agreement constitutes the complete understanding of the parties and merges and supersedes any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

ARTICLE 16 – SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

ARTICLE 17 – AMENDMENTS OR MODIFICATIONS

Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modifications of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Agreement. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

ARTICLE 18 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance.

ARTICLE 19 – FORUM AND VENUE

All actions regarding this Agreement shall be formed and venued in a court of competent subject matter jurisdiction, in Polk County, Florida, or the Federal Middle District Court of Florida, located in Tampa, Florida.

IN WITNESS WHEREOF, the parties have caused this interlocal agreement to be executed for the uses and purposes set forth herein.

POLK COUNTY SHERIFF'S OFFICE
BY ANDRIA MCDONALD, EXECUTIVE DIRECTOR

Andria McDonald

Date: 5/16/25

ATTEST

Lorrie Moyer

WITNESS TO ANDRIA MCDONALD

APPROVED AS TO FORM:
BY SHERIFF'S GENERAL COUNSEL

Initial: PH

Initial: AM

TOWN OF LAKE HAMILTON
BY PHYLLIS HALL, MAYOR

Phyllis Hall

Date: 7/1/25

ATTEST
BY TOWN CLERK

APPROVED AS TO FORM

BY: _____
TOWN ATTORNEY

Lake Hamilton Police Department

Chris Votour, Chief of Police

To: Town Council

Through: Brittney Sandoval, Town Manager

From: Chris Votour, Chief of Police

Date: 06/04/2026

Dispatch, Communications, and Information Technology Services

The Lake Hamilton Police Department relies on comprehensive dispatch, communications, radio system support, and information technology services to effectively provide law enforcement services and maintain public safety operations. The continuation of these services through an Interlocal Agreement is essential to ensuring operational readiness, officer safety, regulatory compliance, and efficient emergency response capabilities.

During the previous fiscal year, the Police Department utilized dispatch services approximately **20,880 times for radio communications alone**. This figure reflects only documented radio traffic and does not include the substantial number of additional services provided by the Communications Center that support the Department's daily operations.

The Communications Center serves as a critical component of public safety by receiving and processing emergency and non-emergency calls for service, dispatching law enforcement personnel, coordinating responses with fire and emergency medical services, monitoring officer safety, maintaining communication records, and providing operational support functions. These services ensure timely response to incidents, effective resource deployment, and continuous support for field personnel.

In addition to dispatch services, the agreement provides comprehensive support for the Department's radio communications infrastructure. Reliable radio communications are vital to officer safety, emergency response coordination, and interoperability with neighboring agencies. Services include equipment installation, programming, maintenance, repairs, system upgrades, and technical support to ensure all communications equipment remains operational and compliant with applicable standards.

The agreement also includes 24-hour-a-day, 7-day-a-week Information Technology (IT) support for the Police Department's technology systems and equipment. IT services include the issuance, configuration, maintenance, repair, and replacement of computer and mobile devices; software and database administration; network management; cybersecurity protection; system monitoring; and technical support for departmental personnel. These services are essential for maintaining secure access to law enforcement databases, protecting sensitive criminal justice information, and ensuring uninterrupted operation of critical public safety systems.

***There is no measurable way to account for the services provided by I.T., most of our communication is over the phone or remote login.**

Maintaining these services through an Interlocal Agreement provides the Department with access to specialized personnel, advanced technology resources, and operational expertise that would be significantly more costly to establish and maintain independently. The agreement promotes efficiency, reduces duplication of services, and allows the Police Department to focus its resources on its primary mission of protecting life and property while ensuring the highest level of service to the residents and visitors of the Town of Lake Hamilton.

Based on the substantial utilization of dispatch services, the critical nature of communications and information technology support, and the operational efficiencies achieved through regional cooperation, continuation of this Interlocal Agreement is justified and necessary for the effective delivery of public safety services.

Sincerely,



Chief of Police

9.A

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Jonah Katz, AICP, Community Development Direcctor

AGENDA ITEM: Consider Approval of Central Florida Regional Planning Council (CFRPC) Planning Advisory Service (PAS) Contract for mapping services for FY27.

DATE: July 7, 2026

SUMMARY & RECOMMENDATION:

Staff is requesting Town Council to enter in a FY 2027 contract with the Central Florida Regional Planning Council (CFRPC) for professional planning services relating to GIS (mapping) support to maintain the Future Land Use Map and Official Zoning Map, as well as special mapping requests as needed. The fixed fee for these planning and mapping services is $20,000. Timeline for payments are stipulated in the contracts and are attached for review.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: This contract will obligate the Town $20,000 in FY 2027, with the first billing due on October 1, 2026. This will be paid out of the Professional Services budget item G/L 001-524-031.

RECOMMENDATION:

ATTACHMENT(S):
Lake Hamilton PAS_GIS FY 2026-2027_v2.pdf

PLANNING ADVISORY SERVICES AGREEMENT

with the

TOWN OF LAKE HAMILTON

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and the **Town of Lake Hamilton** (hereinafter referred to as the "TOWN").

BACKGROUND

A. The TOWN desires to engage the COUNCIL to provide professional planning services to maintain the Future Land Use Map and the Official Zoning Map; as detailed in Attachment A, I - the Scope of Work, and is a part of this Agreement.

B. The COUNCIL desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually agree as follows:

I. GENERAL

The TOWN engages the COUNCIL to assist the TOWN in fulfilling the requirements of Chapter 163, Florida Statutes and all relevant amendments to these statutes, and any other pertinent state law or rule related to Growth Management; and the COUNCIL shall provide the professional services required under this Agreement with the TOWN.

II. SCOPE OF WORK

The COUNCIL shall perform, in a satisfactory and proper manner, the work and services detailed in Attachment A - Scope of Work, and shall satisfy all requirements of the guidelines specified therein.

III. COMPENSATION

This is a fixed fee agreement. The fixed fee for the planning and mapping services listed in Attachment A, I-II, is **$20,000 (twenty thousand dollars)**. As consideration for performance of all work rendered under this Agreement, the TOWN agrees to pay a fixed fee for the maintenance of GIS maps and special map requests of **$20,000 (twenty thousand dollars)** to be paid in four (4) payments, with initial payment due October 1, 2026; and final payment due September 1, 2027. Payment shall be made upon receipt of an acceptable completed invoice from the COUNCIL, which shall be presented to the

TOWN. Payments will be due as follows:

October 1, 2026	$ 5,000
April 1, 2027	$ 5,000
July 1, 2027	$ 5,000
September 1, 2027	$ 5,000

All fees and payments for additional Scope of Work, if required, shall be negotiated.

IV. PERIOD OF AGREEMENT

The services of the COUNCIL for this agreement are from October 1, 2026, to September 30, 2027. The agreement may be modified consistent with Section V. below.

V. MODIFICATION OF AGREEMENT

A. Either party may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds provided under the Agreement if necessary and appropriate. Such changes mutually agreed upon by and between the TOWN and the COUNCIL shall be incorporated in written amendments to this Agreement signed by both parties.

B. Any extensions of the Agreement shall be mutually agreed upon by and between the TOWN and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

VI. TERMINATION

A. This Agreement may be terminated by the written mutual consent of the parties.

B. Either party may terminate this Agreement upon written notice of thirty (30) days. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

C. In the event the Agreement is terminated, the COUNCIL shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective date of termination.

VII. COMPLIANCE WITH LAWS

The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the

requirements of this Agreement.

VIII. PERSONNEL

A. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.

B. The COUNCIL shall continuously staff the project with personnel as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

IX. DATA TO BE FURNISHED TO COUNCIL

Upon reasonable request of the COUNCIL, the TOWN shall provide to the COUNCIL, at no cost, all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of work of the COUNCIL under this Agreement.

X. RIGHT TO WORK PRODUCTS

Copies of all work products shall become the property of the TOWN.

XI. ASSIGNMENT

This Agreement shall not be assignable.

XII. TERMS AND CONDITIONS

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the TOWN and the COUNCIL have caused this Agreement to be executed by their undersigned officials as duly authorized.

TOWN OF LAKE HAMILTON	**CENTRAL FLORIDA REGIONAL PLANNING COUNCIL**
By: _____	By: _____ Jennifer Codo-Salisbury, Executive Director
_____ Witness	_____ Witness

Approved as to legal form and sufficiency:

_____
Town Attorney

_____
Council Attorney

Attachment A

Town of Lake Hamilton
SCOPE OF WORK FOR FY 2026-2027

I. ROUTINE MAPPING (ON GIS BASE MAP)

A. The COUNCIL shall prepare updates to the Map Series for the Comprehensive Plan made necessary by annexations, land use changes and text amendments.

B. The COUNCIL shall prepare updates to the Official Zoning Map made necessary by annexations, requests for re-zonings and Comprehensive Plan amendments.

C. The COUNCIL shall prepare Quarterly updates of the Future Land Use and Zoning Maps.

9.B

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Patrick Henry, Public Services Director

AGENDA ITEM: Consider Approval of Easements to Polk Regional Water Cooperative for Regional Water Supply Project.

DATE: July 7, 2026

SUMMARY & RECOMMENDATION:

The Polk Regional Water Cooperative (PRWC) is currently advancing construction of regional water supply infrastructure and associated metering facilities as part of the Regional Water Supply Project. In order to facilitate construction, operation, maintenance, and long term access to these facilities, PRWC has requested the Town grant several permanent and temporary construction easements on Town owned property.

The requested easements include Permanent Easement Parcels 2020, 2037, and 2038, as well as Temporary Construction Easement Parcels 2020, 2037-TCE-A, and 2037-TCE-B. These easements are located on Town owned properties identified within the attached legal descriptions and exhibits prepared by Chastain Skillman.

The permanent easements will provide PRWC the right to construct, install, operate, maintain, inspect, repair, replace, and access regional water transmission facilities and related appurtenances. The temporary construction easements will provide the additional work area necessary for construction activities and will expire upon completion of construction or within sixty (60) months, whichever occurs first.

The easement agreements require PRWC to restore any disturbed property, paving, grassed areas, and other improvements to conditions equal to or better than those existing prior to construction. Approval of these easements will allow PRWC to proceed with construction of critical regional water infrastructure that will improve regional water supply reliability and support future water demands throughout Polk County, including the Town of Lake Hamilton.

Staff has reviewed the proposed easement locations and finds them necessary to accommodate the Regional Water Supply Project and associated Lake Hamilton Metering Station improvements.

Staff recommends the Town Commission take the following actions:

1. Approve the Permanent Easement Agreements for Parcels 2020, 2037, and 2038.
2. Approve the Temporary Construction Easement Agreements for Parcels 2020, 2037-TCE-A, and 2037-TCE-B.
3. Authorize the Mayor to execute all easement documents and any related closing documents necessary to complete the transaction, subject to approval as to form by the Town Attorney.

Approval of these easements will allow the Polk Regional Water Cooperative to proceed with the Regional Water Supply Project and associated Lake Hamilton Metering Station improvements while ensuring restoration of any disturbed Town property in accordance with the terms of the easement agreements.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: No Financial Impact

RECOMMENDATION:

ATTACHMENT(S):
26-06-04 Draft Easement Parcel 2020-PE (WExhs).pdf
26-06-04 Draft Easement Parcel 2020-TCE (WExhs).pdf
26-06-04 Draft Easement Parcel 2037-PE (WExhs).pdf
26-06-04 Draft Easement Parcel 2037-TCE-A (WExhs).pdf
26-06-04 Draft Easement Parcel 2037-TCE-B (WExhs).pdf
26-06-04 Draft Easement Parcel 2038-PE (WExhs).pdf

This instrument prepared by and return to:
Name: Edward P. de la Parte, Jr., Esquire
de la Parte Gilbert McNamara & Caldevilla, P.A.
101 East Kennedy Boulevard, Suite 3100
Tampa, Florida 33602

(
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(
(
(_____
SPACE FOR RECORDING

EASEMENT

THIS EASEMENT, made this _____ day of _____, 2026, between **THE TOWN OF LAKE HAMILTON**, a Florida municipal corporation, P.O. Box 126, 100 Smith Avenue, Lake Hamilton, Florida 33851, the owner(s) of the property, hereinafter referred to as Grantor(s), in consideration of the sum of One Dollar and other valuable considerations in hand paid, do hereby give and grant unto the **POLK REGIONAL WATER COOPERATIVE**, hereinafter referred to as Grantee, a nonexclusive permanent easement.

The nature, terms and duration of the nonexclusive permanent easement (the "Easement") which the Polk Regional Water Cooperative ("PRWC") acquires from the property owners/interest holders ("Owner") of the real property shown and described on Exhibit "A" are:

The Easement in, upon and through the following described land in the County of Polk, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"
(the "Easement Area")

1. The permanent perpetual water line Easement interests and rights acquired by PRWC are the perpetual right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.

2. In the event that the construction and installation of the water transmission line or lines and related fixtures and/or appurtenances thereto impact Owner's improvements, PRWC shall, to the extent practicable, relocate or replace with the same, like, or better quality and at their original locations or as near as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, wells, septic tanks and septic drain fields, that PRWC damaged or caused to be removed, relocated or replaced from the Easement before or during initial construction and installation of the water transmission

line or lines and related fixtures and/or appurtenances. Furthermore subject to PRWC's acquired easement rights, PRWC will restore the surface of all disturbed areas within the Easement to its original contour and condition, as near as is reasonably practicable.

3. This Grant of Easement shall not be construed as a grant of right of way and is limited to a PRWC Easement. The Owner shall have the right to use the area subject to the Easement granted hereby, including without limitation for improved parking areas, improved driveways, and landscaping, which are not inconsistent with the use of the Easement by PRWC for the purposes granted hereby. Inconsistent improvements to the use of the Easement by Owner for the purposes granted hereby, including mounded landscaping, building foundations and overhangs, foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific written approval of PRWC, the limited use of trees, walls, and mounded landscaping may be utilized within the Easement by Owner.

4. Owner reserves the right to grant permission or other easements to other parties for ingress and egress. In addition, the Owner reserves the right to grant permission or other easements to other parties for the purpose of installing and maintaining underground utilities, including without limitation, electrical, gas, broadband, fiber optic and cable (but not other water transmission lines), with the prior written consent of PRWC. PRWC shall not unreasonably withhold, condition, or delay its decision concerning such utility easements. Owner's request to grant permission or an easement to other parties must be written and delivered 1) in person, 2) via certified or registered mail (return receipt), or 3) via nationally recognized overnight delivery service to the attention of the Executive Director of the Polk Regional Water Cooperative at the then-current address of the PRWC as reflected on the PRWC website. If after sixty (60) days, PRWC has not responded to Owner's request to grant permission or an easement to other parties, Owner may assume PRWC has granted permission for same. Any permissions or easements granted under this Paragraph prior to Owner's development of the subject property must be perpendicular to the PRWC easement.

5. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good or better condition that existed prior to the disturbance activity by PRWC.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging to or otherwise appertaining to that real property, unto the Grantee, its successors and assigns;

IN WITNESS WHEREOF, the Grantor(s) have hereunto set hand(s) and seal this _____ day of _____, 2026, at Lake Hamilton, Polk County, Florida.

Signed, sealed and delivered in the presence of:

The Town of Lake Hamilton, Florida

By:_____
Phyllis Hall, Mayor

Attest:

_____
Jacqueline Borja, Town Clerk

Approved as to Form:

_____
_____, Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this _____ day of _____ 2026, by Phyllis Hall, Mayor, on behalf of the Town of Lake Hamilton, who [_] is personally known to me or [_] has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public

_____
Print Name

My Commission Expires _____

EXHIBIT “A”

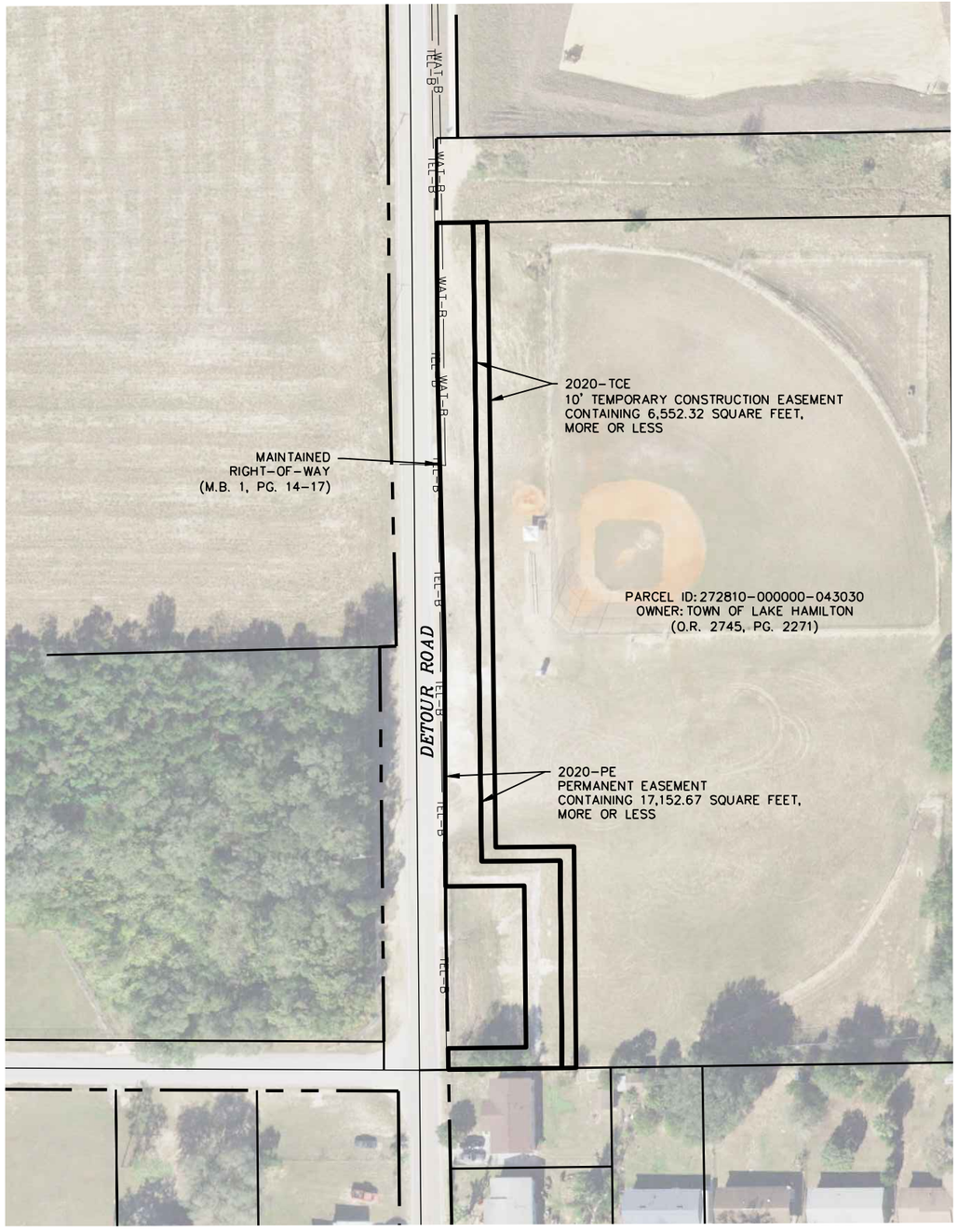
PARCEL 2020-PE

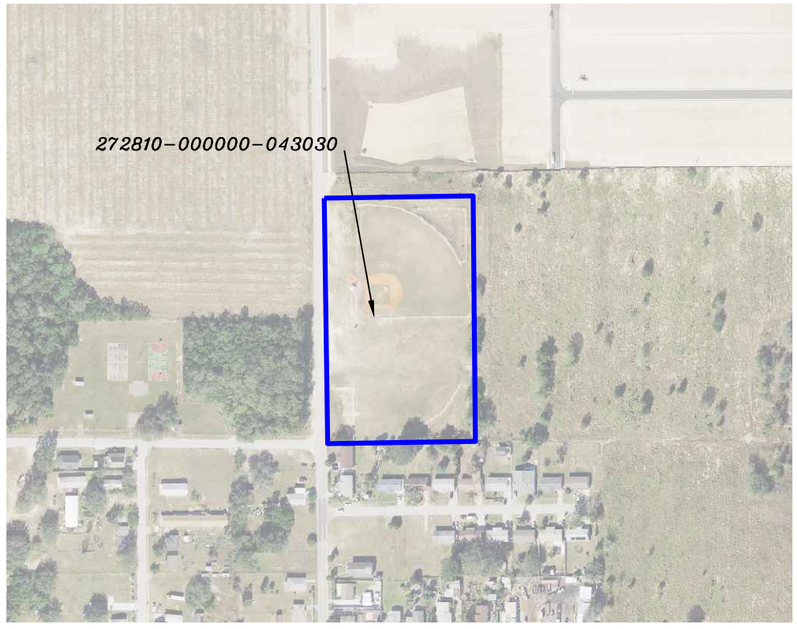
PERMANENT EASEMENT

Town of Lake Hamilton to Polk Regional Water Cooperative

(Parcel Map and Legal Description)

EXHIBIT





GRAPHIC SCALE

(IN FEET)
1 inch = 100 feet

NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

© 2025 CHASTAIN SKILLMAN C.A. NO. 262

POLK REGIONAL WATER COOPERATIVE

TOWN OF LAKE HAMILTON EXHIBIT

FIELD BY: N/A	CS PROJECT NUMBER: 8825.03
DATE: 02/27/2025	PARCEL NUMBER: 2020
FIELD BOOK & PAGE: N/A	SHEET NUMBER: V-01

P:\882503\CAD\Survey\KEY SHEET 1\5-DETOUR ROAD\882503-SCC-2023-11-21-DETOUR ESMTS.dwg 2020-EX Feb 27, 2025 3:39pm by: schilds

DESCRIPTION
2020-PE

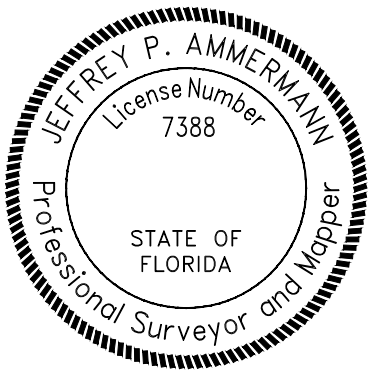
DESCRIPTION:

A parcel of land being a portion of the parcel described in Official Records Book 2745, Page 2271, Public Records of Polk County, Florida, located in Section 10, Township 28 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 10; thence North 89°11'45" East, along the South line of said Northwest 1/4 of the Southwest 1/4, a distance of 20.51 feet to the intersection with the East maintained right-of-way line of Detour Road as depicted in Map Book 1, Pages 14 through 17, Public Records of Polk County, Florida for the POINT OF BEGINNING; thence North 00°55'24" West, along said East maintained right-of-way line, 15.00 feet; thence North 89°04'36" East, 55.10 feet; thence North 00°32'50" West, 114.50 feet; thence South 89°27'10" West, 55.83 feet to the intersection with said East maintained right-of-way line of Detour Road; thence along said East maintained right-of-way line the following three (3) courses; thence (1) North 00°16'48" West, 165.98 feet; thence (2) North 01°25'33" West, 200.02 feet; thence (3) North 00°16'48" West, 104.16 feet to the intersection with the South line of the North 60.00 feet of the South 1/2 of the Northwest 1/4, of the Southwest 1/4 of said Section 10, said intersection point also being the Northwest corner of said parcel; thence North 89°11'15" East, along said South line, 25.92 feet; thence South 00°45'38" East, 452.76 feet; thence North 89°27'10" East, 55.54 feet; thence South 00°32'50" East, 147.00 feet to the intersection with the South line of Northwest 1/4 of the Southwest 1/4 of said Section 10; thence South 89°11'45" West, along said South line, 80.50 feet to the POINT OF BEGINNING. Said parcel containing 17,152.67 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P Ammermann

Digitally signed by Jeffrey P Ammermann
Date: 2025.08.14 09:11:04 -04'00'

JEFFREY P. AMMERMANN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
SEE SHEET 2 FOR DESCRIPTION SKETCH, LEGEND, AND SURVEYOR'S NOTES

	CS PROJECT: 8825.03
PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262	2020-PE
DRAWN BY: S. CHILDS / FIELD BOOK: —— PAGE: —— / DATE: 02/27/2025	SHEET NO. V-01

C:\Users\schilds\appdata\local\temp\AcPublish_15752\882503-SCC-2023-11-21-DETOUR ESMTS.dwg 2020-PE Feb 27, 2025 3:18pm by: schilds

DESCRIPTION SKETCH
2020-PE

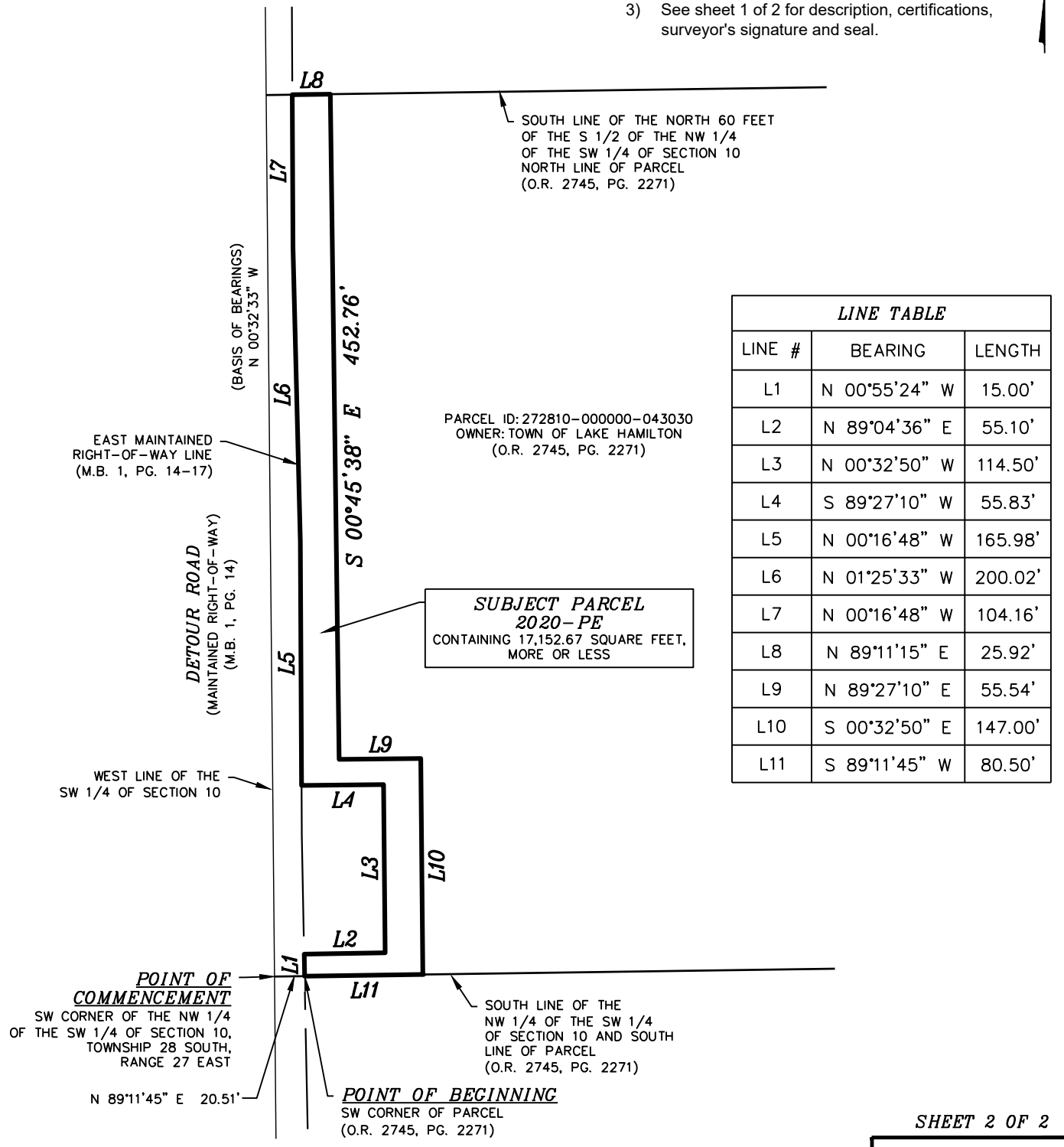
SCALE 1" = 100'

LEGEND:

P.B. = PLAT BOOK
PG. = PAGE(S)
O.R. = OFFICIAL RECORDS BOOK
M.B. = MAP BOOK
PE = PERMANENT EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT
ID = IDENTIFICATION

NOTES:

1) This is not a Boundary survey.
2) The bearings are based on the West line of the Southwest 1/4 of Section 10, Township 28 South, Range 27 East, Polk County, Florida, being North 00°32'33" West.
3) See sheet 1 of 2 for description, certifications, surveyor's signature and seal.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 00°55'24" W	15.00'
L2	N 89°04'36" E	55.10'
L3	N 00°32'50" W	114.50'
L4	S 89°27'10" W	55.83'
L5	N 00°16'48" W	165.98'
L6	N 01°25'33" W	200.02'
L7	N 00°16'48" W	104.16'
L8	N 89°11'15" E	25.92'
L9	N 89°27'10" E	55.54'
L10	S 00°32'50" E	147.00'
L11	S 89°11'45" W	80.50'

SHEET 2 OF 2

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

CS PROJECT: 8825.03
2020-PE
SHEET NO. V-02

DRAWN BY: S. CHILDS | FIELD BOOK: —— PAGE: —— | DATE: 02/27/2025

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This instrument prepared by and return to:
Name: Edward P. de la Parte, Jr., Esquire
de la Parte Gilbert McNamara & Caldevilla, P.A.
101 East Kennedy Boulevard, Suite 3100
Tampa, Florida 33602

(
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(
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(
(
(_____
SPACE FOR RECORDING

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT, made this _____ day of _____, 2026, between **THE TOWN OF LAKE HAMILTON**, a Florida municipal corporation, P.O. Box 126, 100 Smith Avenue, Lake Hamilton, Florida 33851, the owner(s) of the property, hereinafter referred to as Grantor(s), in consideration of the sum of One Dollar and other valuable considerations in hand paid, do hereby give and grant unto the **POLK REGIONAL WATER COOPERATIVE**, hereinafter referred to as Grantee, a nonexclusive temporary construction easement.

The nature, terms and duration of the nonexclusive temporary construction easement (the "Easement") which the Polk Regional Water Cooperative ("PRWC") acquires from the property owners/interest holders ("Owner") of the real property shown and described on Exhibit "A" are:

The Easement in, upon and through the following described land in the County of Polk, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"
(the "Easement Area")

1. The Easement interests and rights acquired by PRWC are the right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.

2. After construction is complete, the lands of the Owner shall be restored to the same, or as good as, condition as existed before construction began.

3. Within a reasonable time after construction is complete, paving, grassed areas and other improvements will be replaced by PRWC.

4. The rights granted herein shall expire upon completion of construction within this Easement or sixty (60) months from the date the Easement is established, whichever occurs sooner.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging to or otherwise appertaining to that real property, unto the Grantee, its successors and assigns;

IN WITNESS WHEREOF, the Grantor(s) have hereunto set hand(s) and seal this _____ day of _____, 2026, at Lake Hamilton, Polk County, Florida.

Signed, sealed and delivered in the presence of:

The Town of Lake Hamilton, Florida

By:_____
Phyllis Hall, Mayor

Attest:

_____
Jacqueline Borja, Town Clerk

Approved as to Form:

_____
_____, Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this _____ day of _____ 2026, by Phyllis Hall, Mayor, on behalf of the Town of Lake Hamilton, who [_] is personally known to me or [_] has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public

_____
Print Name

My Commission Expires _____

EXHIBIT “A”

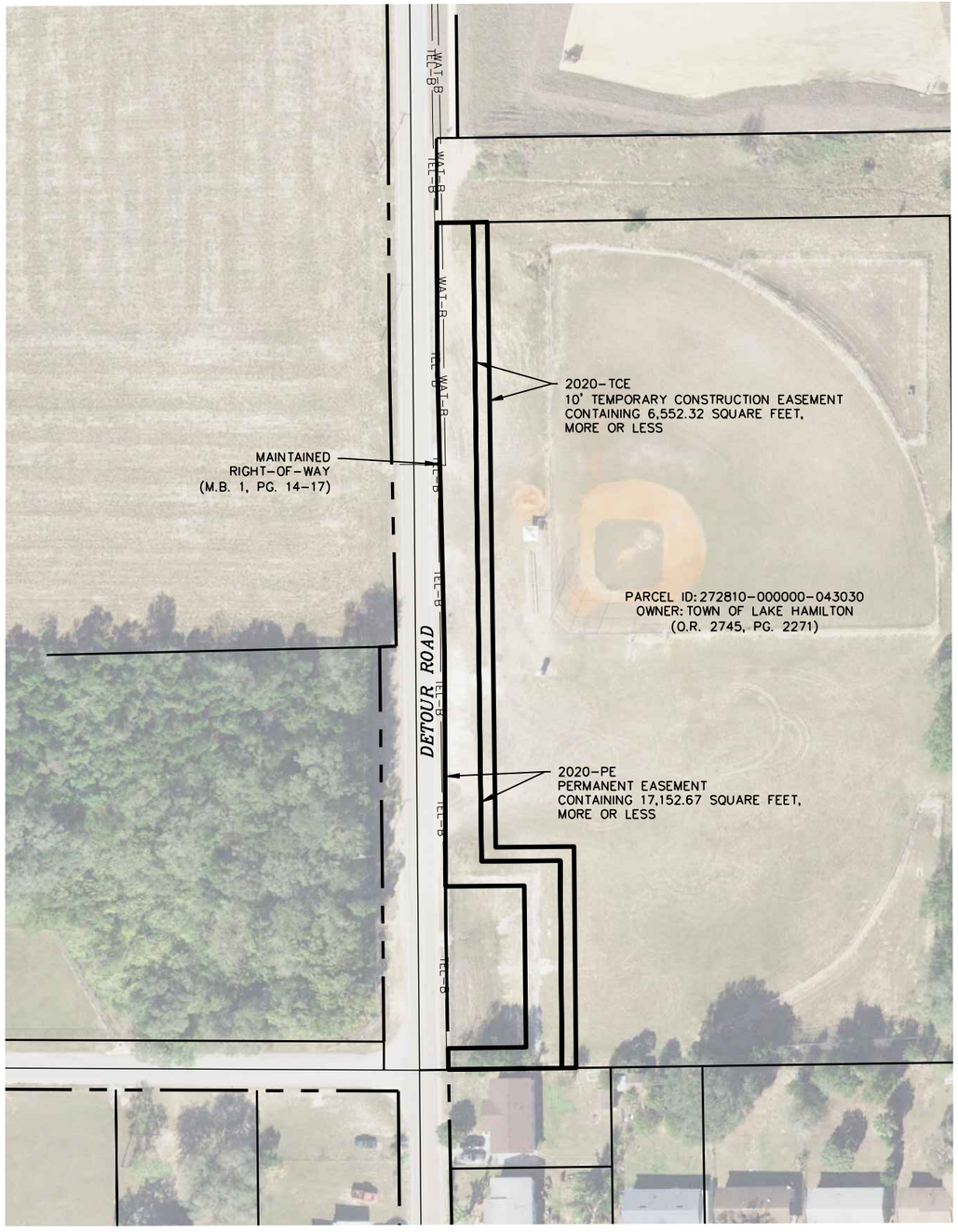
PARCEL 2020-TCE

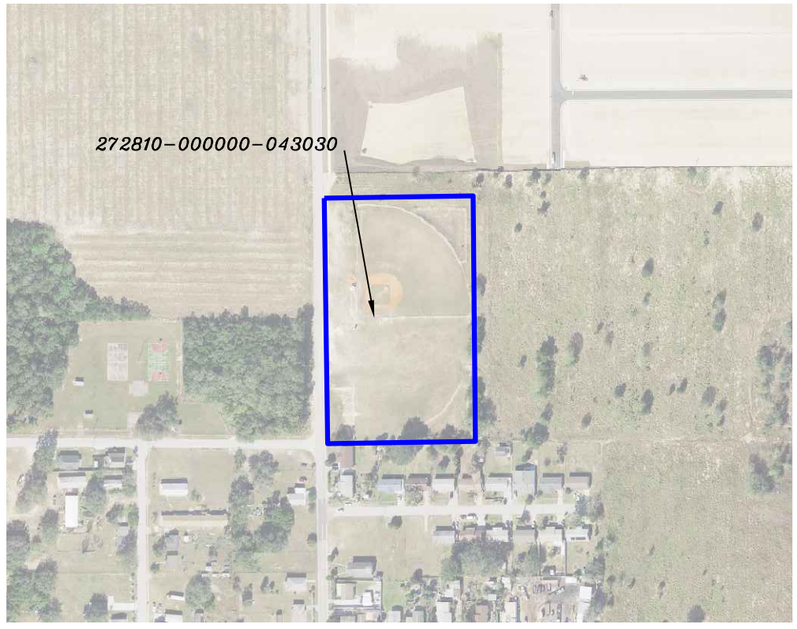
TEMPORARY CONSTRUCTION EASEMENT

Town of Lake Hamilton to Polk Regional Water Cooperative

(Parcel Map and Legal Description)

EXHIBIT





GRAPHIC SCALE

(IN FEET)
1 inch = 100 feet

NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

© 2025 CHASTAIN SKILLMAN C.A. NO. 262

POLK REGIONAL WATER COOPERATIVE

TOWN OF LAKE HAMILTON EXHIBIT

FIELD BY: N/A	CS PROJECT NUMBER: 8825.03
DATE: 02/27/2025	PARCEL NUMBER: 2020
FIELD BOOK & PAGE: N/A	SHEET NUMBER: V-01

P:\882503\CAD\Survey\KEY SHEET 1\5-DETOUR ROAD\882503-SCC-2023-11-21-DETOUR ESMTS.dwg 2020-EX Feb 27, 2025 3:39pm by: schilds

DESCRIPTION
2020-TCE

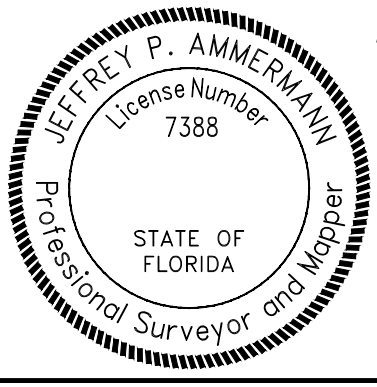
DESCRIPTION:

A parcel of land being a portion of the parcel described in Official Records Book 2745, Page 2271, Public Records of Polk County, Florida, located in Section 10, Township 28 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 10; thence North 89°11'45" East, along the South line of said Northwest 1/4 of the Southwest 1/4, a distance of 20.51 feet to the intersection with the East maintained right-of-way line of Detour Road as depicted in Map Book 1, Pages 14 through 17, Public Records of Polk County, Florida; thence along said East maintained right-of-way line the following four (4) courses; thence (1) North 01°08'22" West, 95.84 feet; thence (2) North 00°16'48" West, 200.00 feet; thence (3) North 01°25'33" West, 200.02 feet; thence (4) North 00°16'48" West, 104.16 feet to the intersection with the South line of the North 60.00 feet of the South 1/2 of the Northwest 1/4, of the Southwest 1/4 of said Section 10; thence North 89°11'15" East, along said South line, 25.92 feet to the POINT OF BEGINNING; thence continue North 89°11'15" East, along said South line, 10.00 feet; thence South 00°45'38" East, 442.81 feet; thence North 89°27'10" East, 55.58 feet; thence South 00°32'50" East, 156.96 feet to the intersection with said South line of the Northwest 1/4 of the Southwest 1/4; thence South 89°11'45" West, along said South line, 10.00 feet; thence North 00°32'50" West, 147.00 feet; thence South 89°27'10" West, 55.54 feet; thence North 00°45'38" West, 452.76 feet to the POINT OF BEGINNING. Said parcel containing 6,552.32 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P Ammermann

Digitally signed by Jeffrey P Ammermann
Date: 2025.08.14 09:11:04 -04'00'

JEFFREY P. AMMERMANN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
SEE SHEET 2 FOR DESCRIPTION SKETCH, LEGEND, AND SURVEYOR'S NOTES

CS PROJECT: 8825.03

2020-TCE

SHEET NO. V-01

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

DRAWN BY: S. CHILDS | FIELD BOOK: —— PAGE: —— | DATE: 02/27/2025

C:\Users\schilds\appdata\local\temp\AcPublish_15752\882503-SCC-2023-11-21-DETOUR ESMTS.dwg 2020-TCE Feb 27, 2025 3:37pm by: schilds

DESCRIPTION SKETCH
2020-TCE

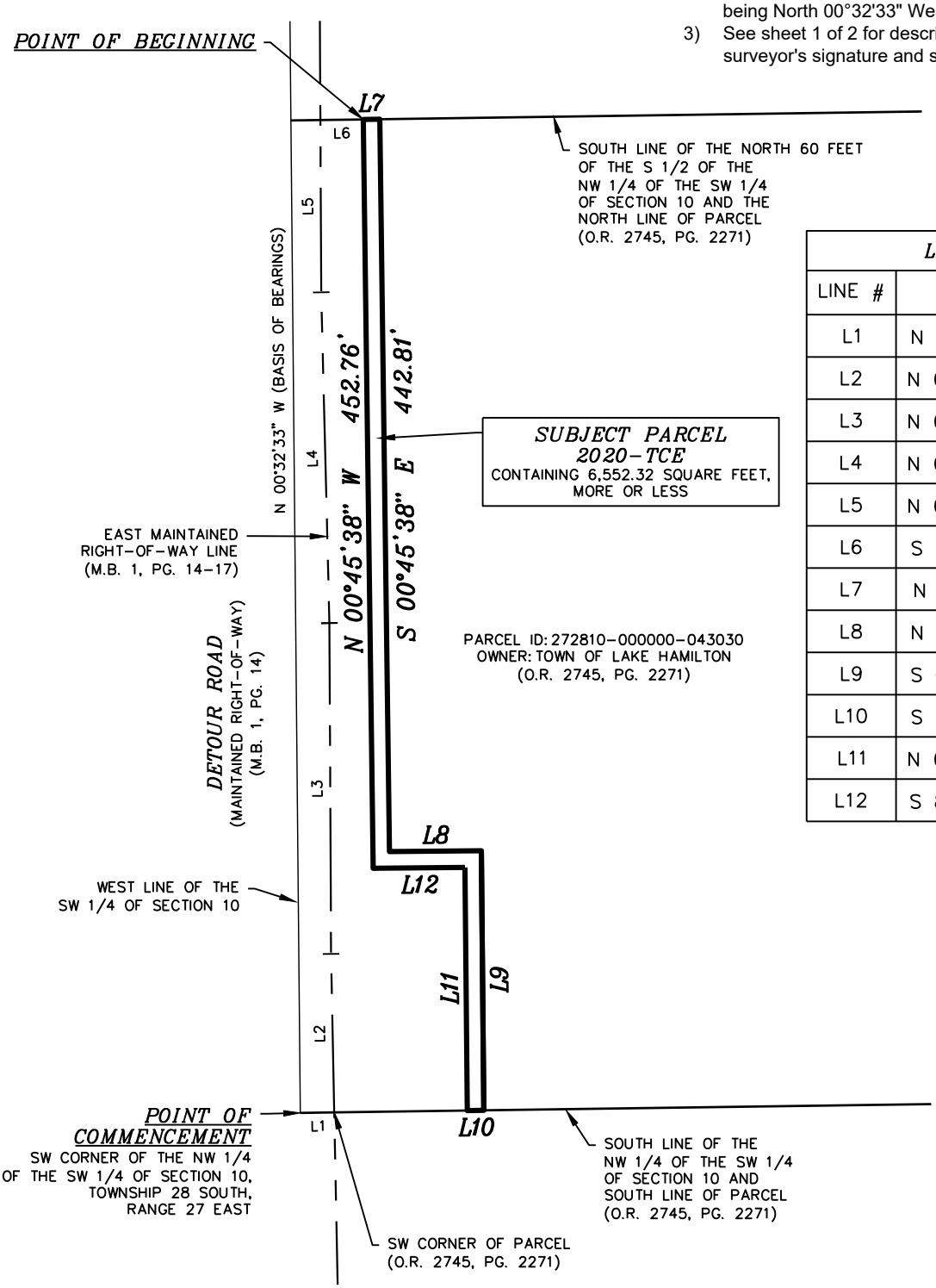
SCALE 1" = 100'

LEGEND:

P.B. = PLAT BOOK
PG. = PAGE(S)
O.R. = OFFICIAL RECORDS BOOK
M.B. = MAP BOOK
PE = PERMANENT EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT
ID = IDENTIFICATION

NOTES:

1) This is not a Boundary survey.
2) The bearings are based on the West line of the Southwest 1/4 of Section 10, Township 28 South, Range 27 East, Polk County, Florida, being North 00°32'33" West.
3) See sheet 1 of 2 for description, certifications, surveyor's signature and seal.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 89°11'45" E	20.51'
L2	N 01°08'22" W	95.84'
L3	N 00°16'48" W	200.00'
L4	N 01°25'33" W	200.02'
L5	N 00°16'48" W	104.16'
L6	S 89°11'15" W	25.92'
L7	N 89°11'15" E	10.00'
L8	N 89°27'10" E	55.58'
L9	S 00°32'50" E	156.96'
L10	S 89°11'45" W	10.00'
L11	N 00°32'50" W	147.00'
L12	S 89°27'10" W	55.54'

SHEET 2 OF 2

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

CS PROJECT: 8825.03
2020-TCE

DRAWN BY: S. CHILDS | FIELD BOOK: —— PAGE: —— | DATE: 02/27/2025 | SHEET NO. V-02

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This instrument prepared by and return to:
Name: Edward P. de la Parte, Jr., Esquire
de la Parte Gilbert McNamara & Caldevilla, P.A.
101 East Kennedy Boulevard, Suite 3100
Tampa, Florida 33602

(
(
(
(
(
(
(_____
SPACE FOR RECORDING

EASEMENT

THIS EASEMENT, made this _____ day of _____, 2026, between **THE TOWN OF LAKE HAMILTON**, a Florida municipal corporation, P.O. Box 126, 100 Smith Avenue, Lake Hamilton, Florida 33851, the owner(s) of the property, hereinafter referred to as Grantor(s), in consideration of the sum of One Dollar and other valuable considerations in hand paid, do hereby give and grant unto the **POLK REGIONAL WATER COOPERATIVE**, hereinafter referred to as Grantee, a nonexclusive permanent easement.

The nature, terms and duration of the nonexclusive permanent easement (the "Easement") which the Polk Regional Water Cooperative ("PRWC") acquires from the property owners/interest holders ("Owner") of the real property shown and described on Exhibit "A" are:

The Easement in, upon and through the following described land in the County of Polk, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"
(the "Easement Area")

1. The permanent perpetual water line Easement interests and rights acquired by PRWC are the perpetual right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.

2. In the event that the construction and installation of the water transmission line or lines and related fixtures and/or appurtenances thereto impact Owner's improvements, PRWC shall, to the extent practicable, relocate or replace with the same, like, or better quality and at their original locations or as near as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, wells, septic tanks and septic drain fields, that PRWC damaged or caused to be removed, relocated or replaced from the Easement before or during initial construction and installation of the water transmission

line or lines and related fixtures and/or appurtenances. Furthermore subject to PRWC's acquired easement rights, PRWC will restore the surface of all disturbed areas within the Easement to its original contour and condition, as near as is reasonably practicable.

3. This Grant of Easement shall not be construed as a grant of right of way and is limited to a PRWC Easement. The Owner shall have the right to use the area subject to the Easement granted hereby, including without limitation for improved parking areas, improved driveways, and landscaping, which are not inconsistent with the use of the Easement by PRWC for the purposes granted hereby. Inconsistent improvements to the use of the Easement by Owner for the purposes granted hereby, including mounded landscaping, building foundations and overhangs, foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific written approval of PRWC, the limited use of trees, walls, and mounded landscaping may be utilized within the Easement by Owner.

4. Owner reserves the right to grant permission or other easements to other parties for ingress and egress. In addition, the Owner reserves the right to grant permission or other easements to other parties for the purpose of installing and maintaining underground utilities, including without limitation, electrical, gas, broadband, fiber optic and cable (but not other water transmission lines), with the prior written consent of PRWC. PRWC shall not unreasonably withhold, condition, or delay its decision concerning such utility easements. Owner's request to grant permission or an easement to other parties must be written and delivered 1) in person, 2) via certified or registered mail (return receipt), or 3) via nationally recognized overnight delivery service to the attention of the Executive Director of the Polk Regional Water Cooperative at the then-current address of the PRWC as reflected on the PRWC website. If after sixty (60) days, PRWC has not responded to Owner's request to grant permission or an easement to other parties, Owner may assume PRWC has granted permission for same. Any permissions or easements granted under this Paragraph prior to Owner's development of the subject property must be perpendicular to the PRWC easement.

5. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good or better condition that existed prior to the disturbance activity by PRWC.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging to or otherwise appertaining to that real property, unto the Grantee, its successors and assigns;

IN WITNESS WHEREOF, the Grantor(s) have hereunto set hand(s) and seal this _____ day of _____, 2026, at Lake Hamilton, Polk County, Florida.

Signed, sealed and delivered in the presence of:

The Town of Lake Hamilton, Florida

By:_____
Phyllis Hall, Mayor

Attest:

_____
Jacqueline Borja, Town Clerk

Approved as to Form:

_____
_____, Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this _____ day of _____ 2026, by Phyllis Hall, Mayor, on behalf of the Town of Lake Hamilton, who [_] is personally known to me or [_] has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public

_____
Print Name

My Commission Expires _____

EXHIBIT “A”

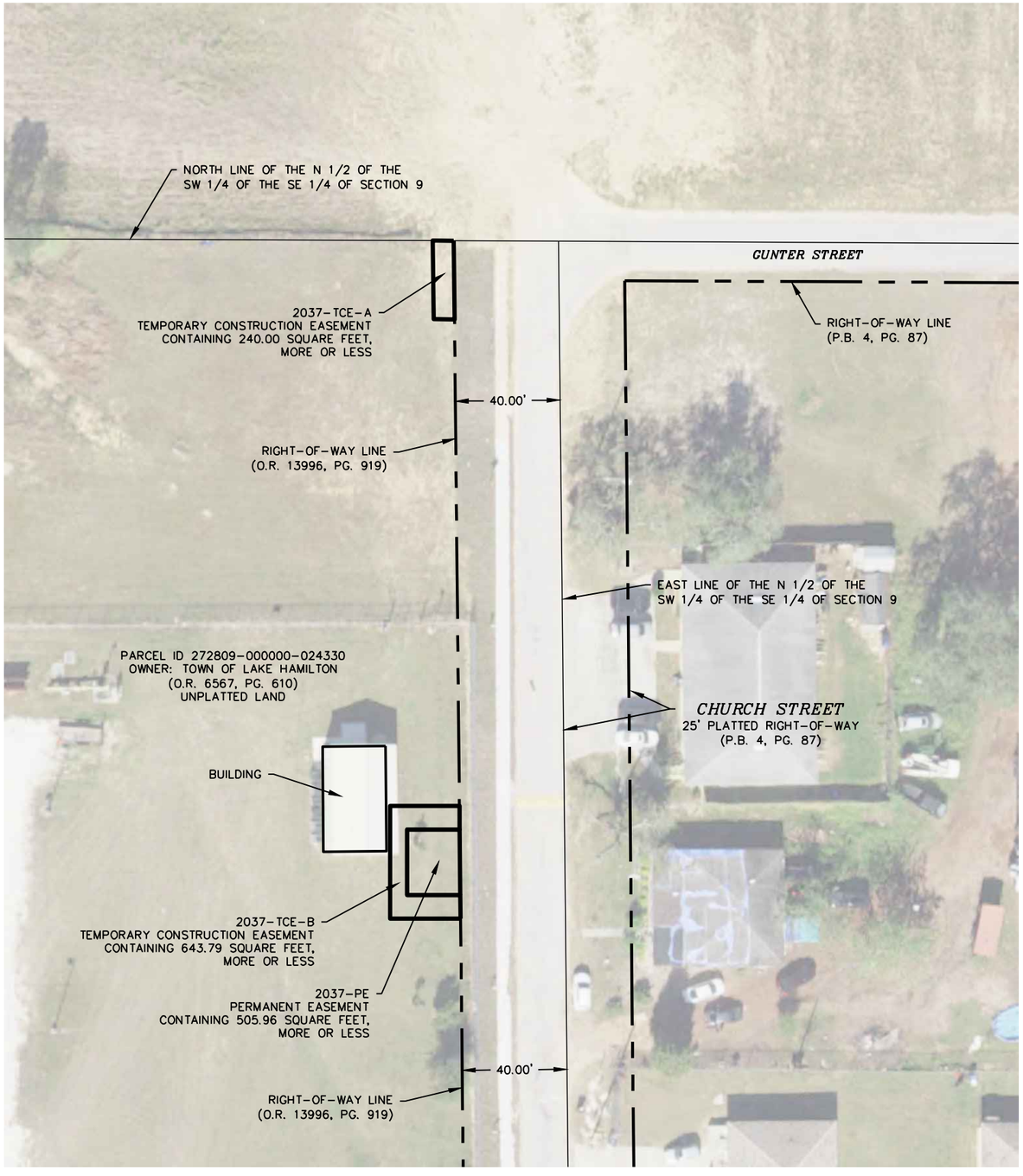
PARCEL 2037-PE

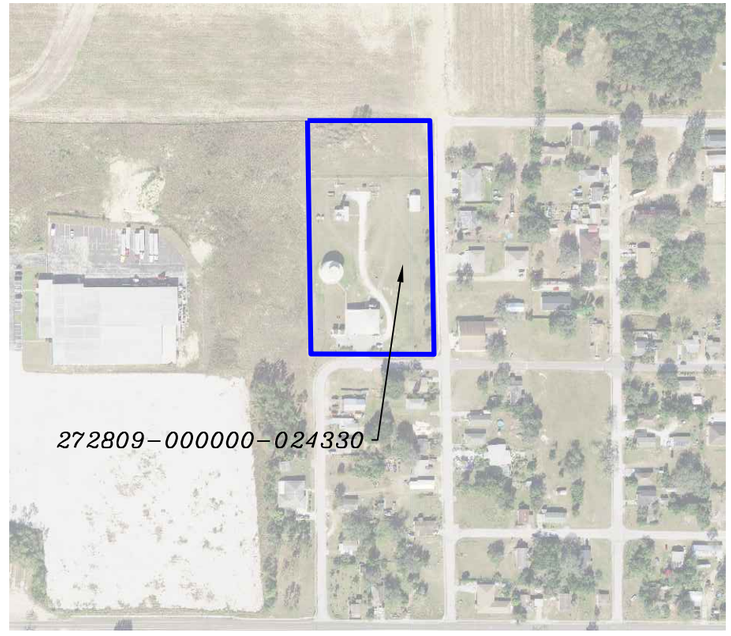
PERMANENT EASEMENT

Town of Lake Hamilton to Polk Regional Water Cooperative

(Parcel Map and Legal Description)

EXHIBIT





GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 feet

NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN, LLC
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(888) 646-1402

© 2025 CHASTAIN SKILLMAN, LLC C.A. NO. 262

ChastainSkillman

DCCM

POLK REGIONAL WATER COOPERATIVE

LAKE HAMILTON METERING STATION EXHIBIT

FIELD BY:	CS PROJECT NUMBER: 8825.03
DATE OF SURVEY: 05/29/2026	PROJECT NUMBER: 2037
FIELD BOOK & PAGE:	SHEET NUMBER: V-01

P:\882503\CAD\Survey\KEY SHEET 1_METERING STATIONS\CAD\882503-SCC-2025-07-14-LAKE HAMILTON METERING.dwg 2037-EX May 29, 2026 3:52pm by: jammermann

DESCRIPTION
2037-PE

DESCRIPTION:

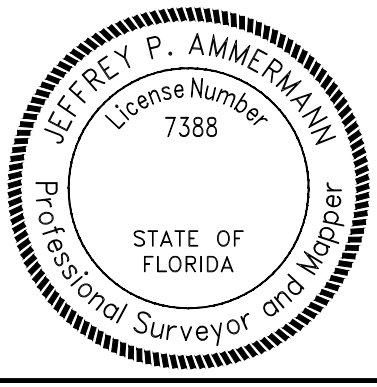
A parcel of land being a portion of the parcel described in Official Records Book 6567, Pages 610 through 611, of the Public Records of Polk County, Florida, located in Section 09, Township 28 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 9; thence North 89°45'22" West, along the North line of said North 1/2 of the Southwest 1/4 of the Southeast 1/4, a distance of 40.00 feet to the intersection with the West right-of-way line of Church Street as recorded in Official Records Book 13996, Pages 919 through 924 of the Public Records of Polk County, Florida; thence South 00°35'06" East, along said West right-of-way of Church Street, being 40.00 feet West of and parallel to the East line of said Southwest 1/4 of the Southeast 1/4, a distance of 224.68 feet to the POINT OF BEGINNING; thence continue South 00°35'06" East, along said West right-of-way line, 25.00 feet; thence North 90°00'00" West, 20.37 feet; thence North 00°00'00" East, 25.00 feet; thence North 90°00'00" East, 20.11 feet to the POINT OF BEGINNING.

Said parcel containing 505.96 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P Ammermann

Digitally signed by Jeffrey P Ammermann
Date: 2025.08.14 09:11:04 -04'00'

JEFFREY P. AMMERMANN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
SEE SHEET 1 OF 2 FOR DESCRIPTION SKETCH, SURVEYOR'S NOTES, AND LEGEND.

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (888) 646-1402 - LB 262

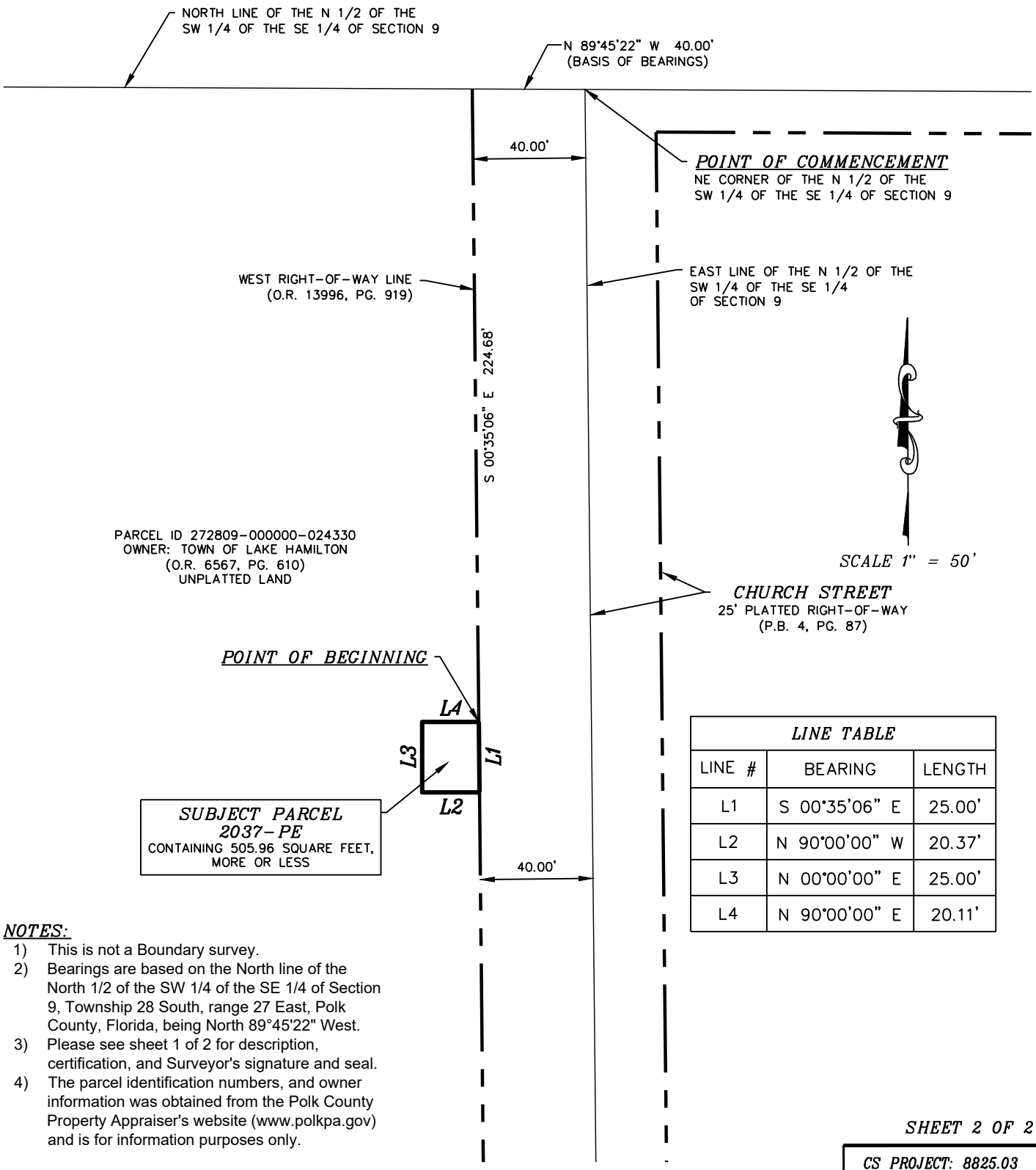
DRAWN BY: S. CHILDS	FIELD BOOK: N/A PAGE: N/A	DATE: 05/29/2026	CS PROJECT: 8825.03 2037-PE SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 1_METERING STATIONS\CAD\882503-SCC-2025-07-14-LAKE HAMILTON METERING.dwg 2037-PE May 29, 2026 3:32pm by: jammermann

DESCRIPTION SKETCH
2037-PE

LEGEND:

ID = IDENTIFICATION
O.R. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
PE = PERMANENT EASEMENT



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°35'06" E	25.00'
L2	N 90°00'00" W	20.37'
L3	N 00°00'00" E	25.00'
L4	N 90°00'00" E	20.11'

NOTES:

1) This is not a Boundary survey.
2) Bearings are based on the North line of the North 1/2 of the SW 1/4 of the SE 1/4 of Section 9, Township 28 South, range 27 East, Polk County, Florida, being North 89°45'22" West.
3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.
4) The parcel identification numbers, and owner information was obtained from the Polk County Property Appraiser's website (www.polkpa.gov) and is for information purposes only.

SHEET 2 OF 2

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (888) 646-1402 - LB 262

DRAWN BY: S. CHILDS	FIELD BOOK: N/A PAGE: N/A	DATE: 05/29/2026	CS PROJECT: 8825.03
			2037-PE
			SHEET NO. V-02

P:\882503\CAD\Survey\KEY SHEET 1_METERING STATIONS\CAD\882503-SCC-2025-07-14-LAKE HAMILTON METERING.dwg 2037-PE (2) May 29, 2026 3:32pm by: jammermann

This instrument prepared by and return to:
Name: Edward P. de la Parte, Jr., Esquire
de la Parte Gilbert McNamara & Caldevilla, P.A.
101 East Kennedy Boulevard, Suite 3100
Tampa, Florida 33602

(
(
(
(
(
(
(_____
SPACE FOR RECORDING

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT, made this _____ day of _____, 2026, between **THE TOWN OF LAKE HAMILTON**, a Florida municipal corporation, P.O. Box 126, 100 Smith Avenue, Lake Hamilton, Florida 33851, the owner(s) of the property, hereinafter referred to as Grantor(s), in consideration of the sum of One Dollar and other valuable considerations in hand paid, do hereby give and grant unto the **POLK REGIONAL WATER COOPERATIVE**, hereinafter referred to as Grantee, a nonexclusive temporary construction easement.

The nature, terms and duration of the nonexclusive temporary construction easement (the "Easement") which the Polk Regional Water Cooperative ("PRWC") acquires from the property owners/interest holders ("Owner") of the real property shown and described on Exhibit "A" are:

The Easement in, upon and through the following described land in the County of Polk, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"
(the "Easement Area")

1. The Easement interests and rights acquired by PRWC are the right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.

2. After construction is complete, the lands of the Owner shall be restored to the same, or as good as, condition as existed before construction began.

3. Within a reasonable time after construction is complete, paving, grassed areas and other improvements will be replaced by PRWC.

4. The rights granted herein shall expire upon completion of construction within this Easement or sixty (60) months from the date the Easement is established, whichever occurs sooner.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging to or otherwise appertaining to that real property, unto the Grantee, its successors and assigns;

IN WITNESS WHEREOF, the Grantor(s) have hereunto set hand(s) and seal this _____ day of _____, 2026, at Lake Hamilton, Polk County, Florida.

Signed, sealed and delivered in the presence of:

The Town of Lake Hamilton, Florida

By:_____
Phyllis Hall, Mayor

Attest:

_____
Jacqueline Borja, Town Clerk

Approved as to Form:

_____
_____, Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this _____ day of _____ 2026, by Phyllis Hall, Mayor, on behalf of the Town of Lake Hamilton, who [_] is personally known to me or [_] has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public

_____
Print Name

My Commission Expires _____

EXHIBIT “A”

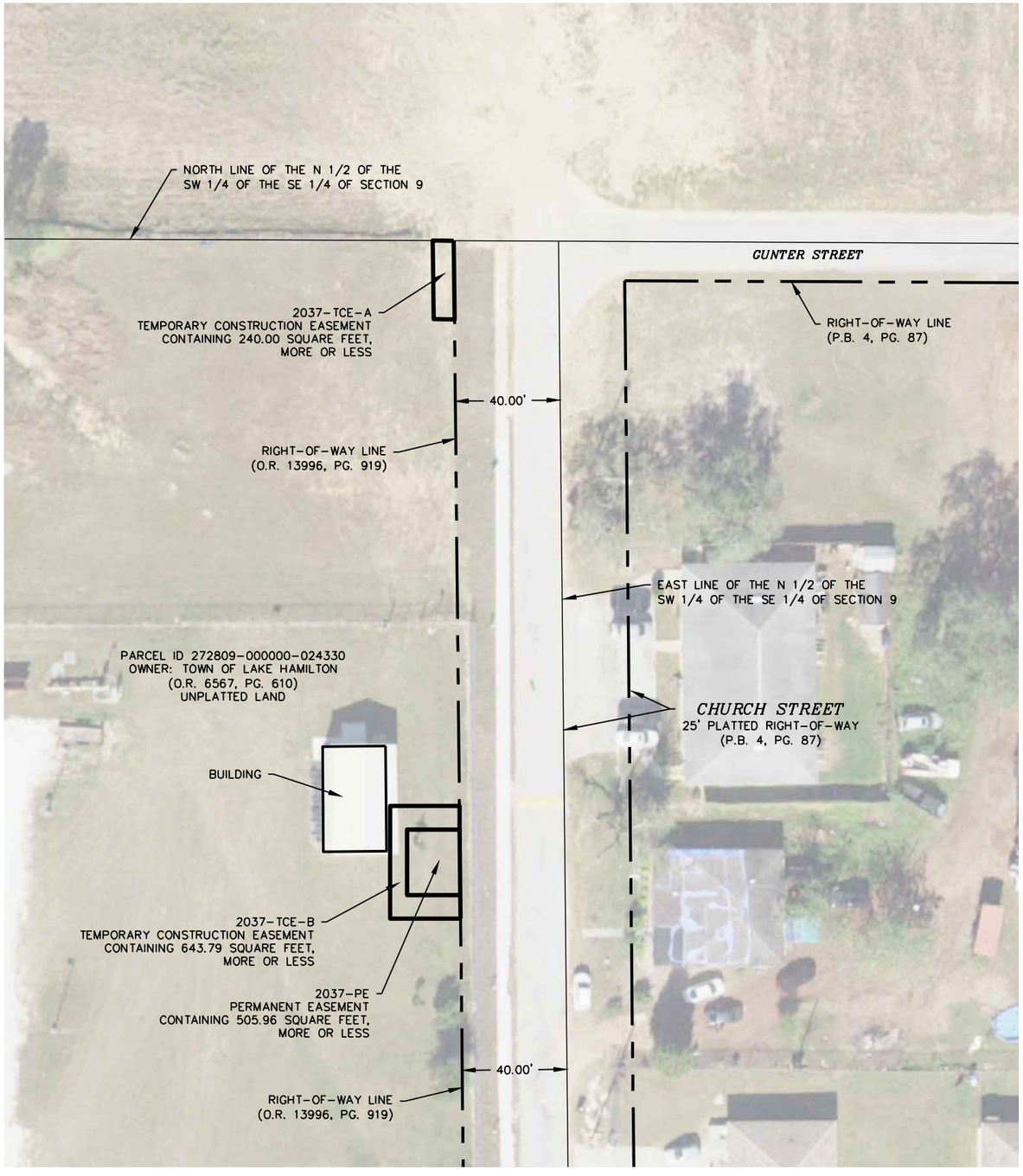
PARCEL 2037-TCE-A

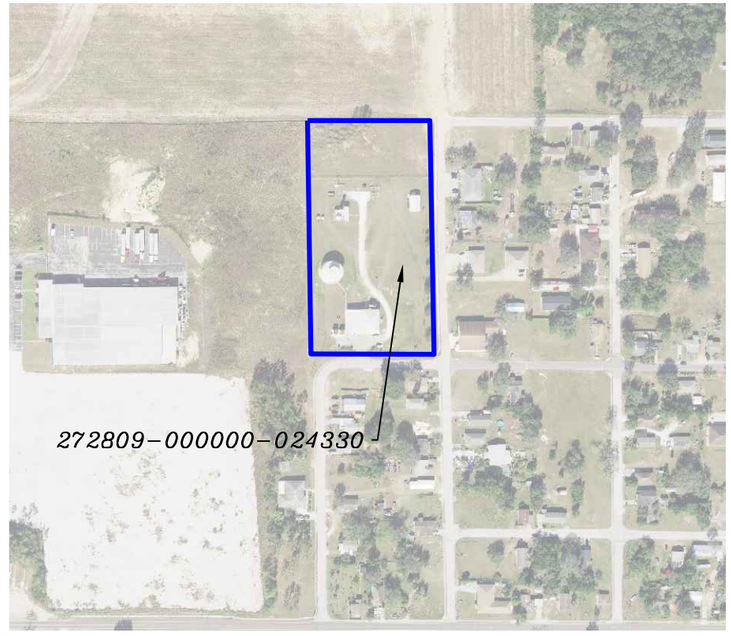
TEMPORARY CONSTRUCTION EASEMENT

Town of Lake Hamilton to Polk Regional Water Cooperative

(Parcel Map and Legal Description)

EXHIBIT





GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 feet

NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN, LLC
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(888) 646-1402

© 2025 CHASTAIN SKILLMAN, LLC C.A. NO. 262

ChastainSkillman

DCCM

POLK REGIONAL WATER COOPERATIVE

LAKE HAMILTON METERING STATION EXHIBIT

FIELD BY:	CS PROJECT NUMBER: 8825.03
DATE OF SURVEY: 05/29/2026	PROJECT NUMBER: 2037
FIELD BOOK & PAGE:	SHEET NUMBER: V-01

P:\882503\CAD\Survey\KEY SHEET 1_METERING STATIONS\CAD\882503-SCC-2025-07-14-LAKE HAMILTON METERING.dwg 2037-EX May 29, 2026 3:52pm by: jammermann

DESCRIPTION
2037-TCE-A

DESCRIPTION:

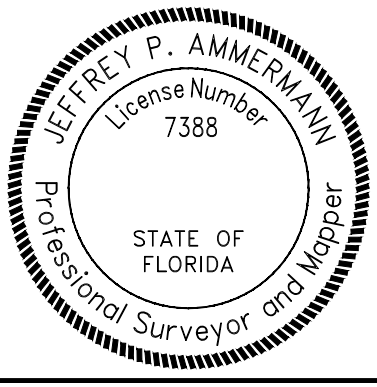
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COMMENCE at the Northeast corner of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 9; thence North 89°45'22" West, along the North line of said North 1/2 of the Southwest 1/4 of the Southeast 1/4, a distance of 40.00 feet to the intersection with the West right-of-way line of Church Street as recorded in Official Records Book 13996, Pages 919 through 924 of the Public Records of Polk County, Florida for the POINT OF BEGINNING; thence South 00°35'06" East, along said West right-of-way of Church Street, 30.00 feet; thence North 89°45'22" West, 8.00 feet; thence North 00°35'06" West, 30.00 feet to the intersection with said the North line of said North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 9; thence South 89°45'22" East, along said North line, 8.00 feet to the POINT OF BEGINNING.

Said parcel containing 240.00 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P Ammermann

Digitally signed by Jeffrey P Ammermann
Date: 2025.08.14 09:11:04 -04'00'

JEFFREY P. AMMERMANN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
SEE SHEET 1 OF 2 FOR DESCRIPTION SKETCH, SURVEYOR'S NOTES, AND LEGEND.

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (888) 646-1402 - LB 262

DRAWN BY: S. CHILDS	FIELD BOOK: N/A PAGE: N/A	DATE: 05/29/2026	CS PROJECT: 8825.03 2037-TCE-A SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 1_METERING STATIONS\CAD\882503-SCC-2025-07-14-LAKE HAMILTON METERING.dwg 2037-TCE-A May 29, 2026 3:38pm by: jammermann

DESCRIPTION SKETCH
2037-TCE-A

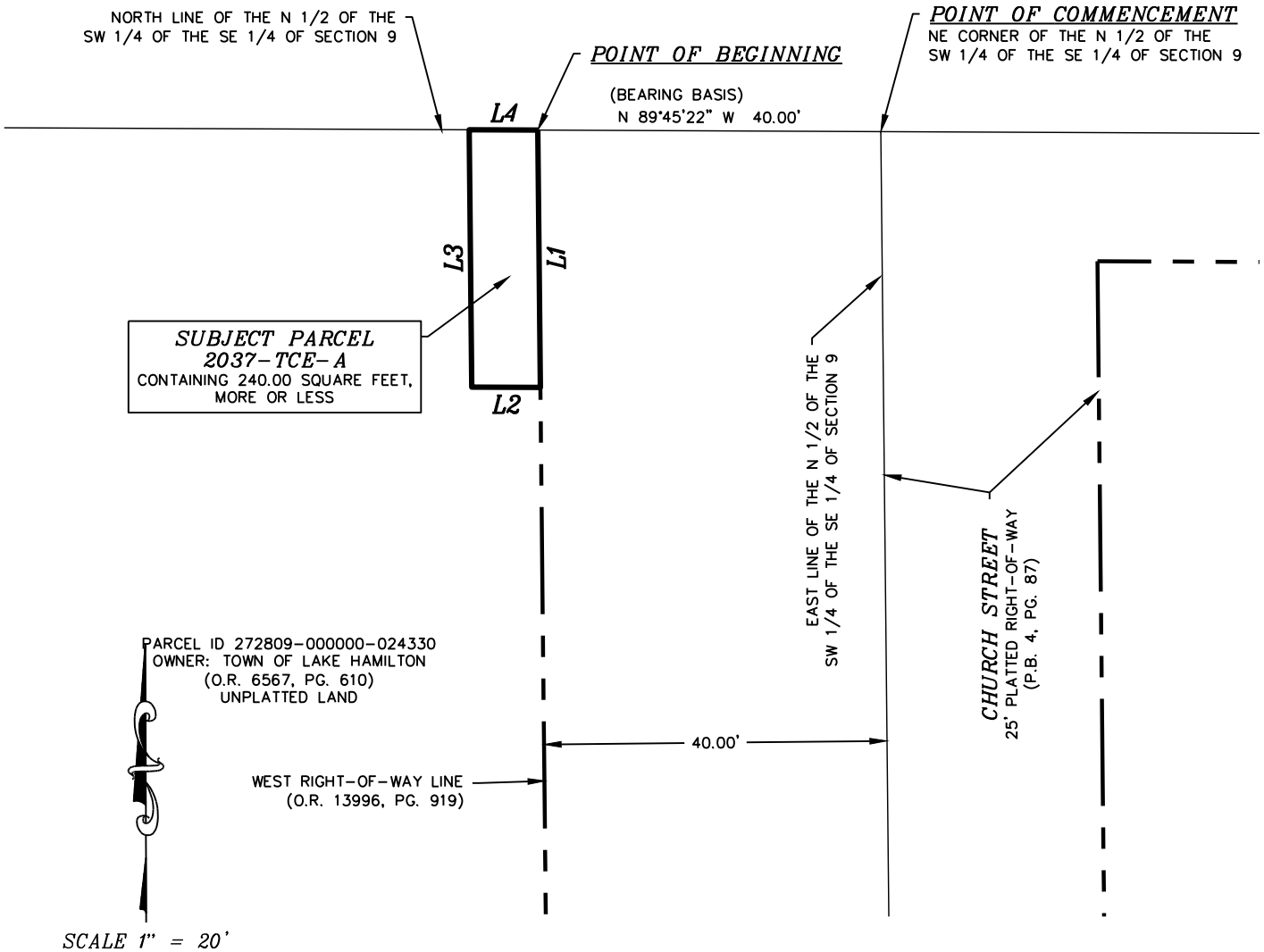
LEGEND:

ID = IDENTIFICATION
O.R. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
TCE = TEMPORARY CONSTRUCTION EASEMENT

NOTES:

1) This is not a Boundary survey.
2) Bearings are based on the North line of the SW 1/4 of the SE 1/4 of Section 9, Township 28 South, Range 27 East, Polk County, Florida, being North 89°45'22" West.
3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.
4) The parcel identification numbers, and owner information was obtained from the Polk County Property Appraiser's website (www.polkflpa.gov) and is for information purposes only.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°35'06" E	30.00'
L2	N 89°45'22" W	8.00'
L3	N 00°35'06" W	30.00'
L4	S 89°45'22" E	8.00'



SCALE 1" = 20'

SHEET 2 OF 2

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (888) 646-1402 - LB 262	CS PROJECT: 8825.03
	2037-TCE-A
DRAWN BY: S. CHILDS / FIELD BOOK: N/A PAGE: N/A / DATE: 05/29/2026	SHEET NO. V-02

P:\882503\CAD\Survey\KEY SHEET 1_METERING STATIONS\CAD\882503-SCC-2025-07-14-LAKE HAMILTON METERING.dwg 2037-TCE-A (2) May 29, 2026 3:39pm by: jammermann

This instrument prepared by and return to:
Name: Edward P. de la Parte, Jr., Esquire
de la Parte Gilbert McNamara & Caldevilla, P.A.
101 East Kennedy Boulevard, Suite 3100
Tampa, Florida 33602

(
(
(
(
(
(
(_____
SPACE FOR RECORDING

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT, made this _____ day of _____, 2026, between **THE TOWN OF LAKE HAMILTON**, a Florida municipal corporation, P.O. Box 126, 100 Smith Avenue, Lake Hamilton, Florida 33851, the owner(s) of the property, hereinafter referred to as Grantor(s), in consideration of the sum of One Dollar and other valuable considerations in hand paid, do hereby give and grant unto the **POLK REGIONAL WATER COOPERATIVE**, hereinafter referred to as Grantee, a nonexclusive temporary construction easement.

The nature, terms and duration of the nonexclusive temporary construction easement (the "Easement") which the Polk Regional Water Cooperative ("PRWC") acquires from the property owners/interest holders ("Owner") of the real property shown and described on Exhibit "A" are:

The Easement in, upon and through the following described land in the County of Polk, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"
(the "Easement Area")

1. The Easement interests and rights acquired by PRWC are the right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.

2. After construction is complete, the lands of the Owner shall be restored to the same, or as good as, condition as existed before construction began.

3. Within a reasonable time after construction is complete, paving, grassed areas and other improvements will be replaced by PRWC.

4. The rights granted herein shall expire upon completion of construction within this Easement or sixty (60) months from the date the Easement is established, whichever occurs sooner.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging to or otherwise appertaining to that real property, unto the Grantee, its successors and assigns;

IN WITNESS WHEREOF, the Grantor(s) have hereunto set hand(s) and seal this _____ day of _____, 2026, at Lake Hamilton, Polk County, Florida.

Signed, sealed and delivered in the presence of:

The Town of Lake Hamilton, Florida

By:_____
Phyllis Hall, Mayor

Attest:

_____
Jacqueline Borja, Town Clerk

Approved as to Form:

_____
_____, Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this _____ day of _____ 2026, by Phyllis Hall, Mayor, on behalf of the Town of Lake Hamilton, who [_] is personally known to me or [_] has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public

_____
Print Name

My Commission Expires _____

EXHIBIT “A”

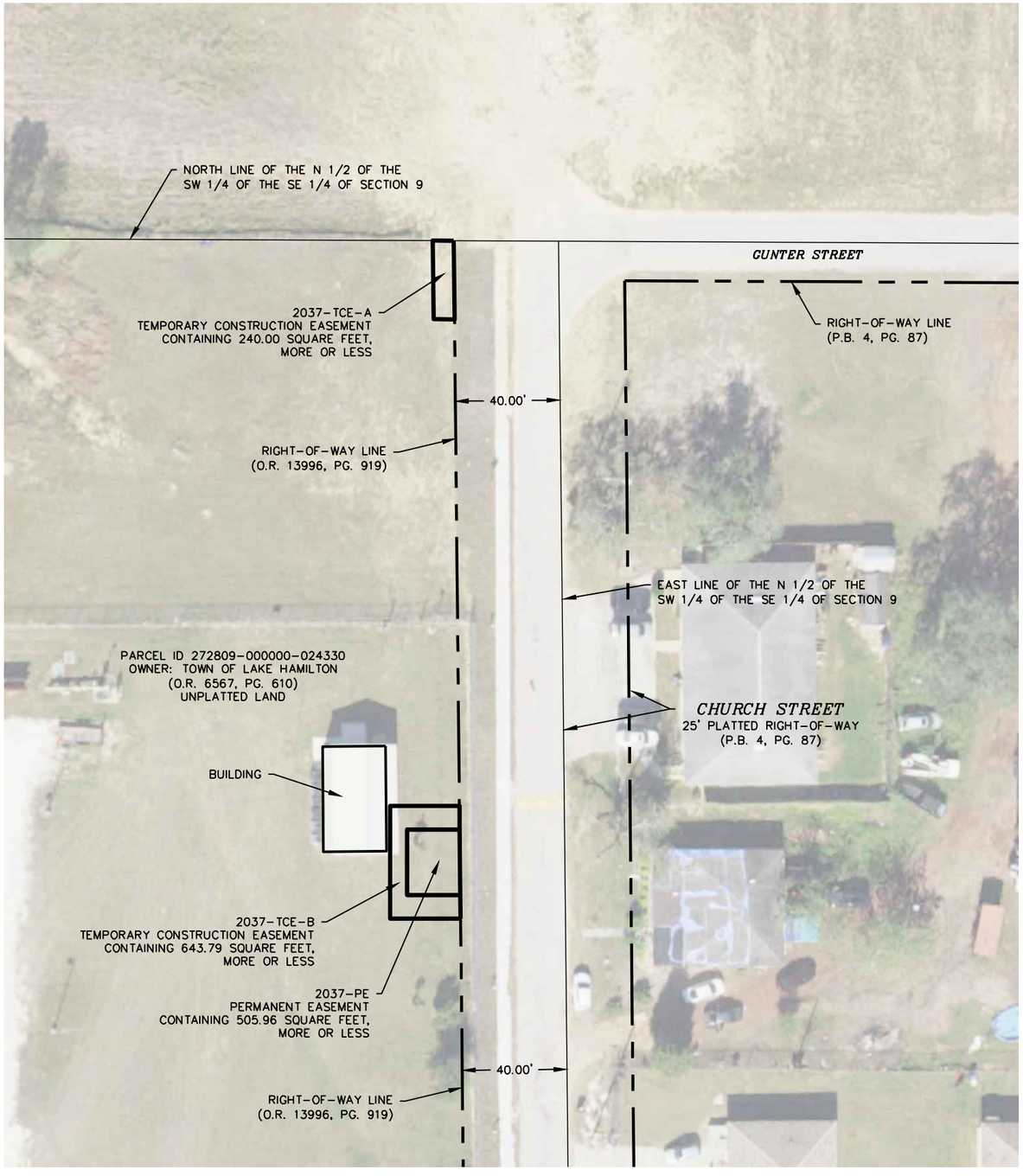
PARCEL 2037-TCE-B

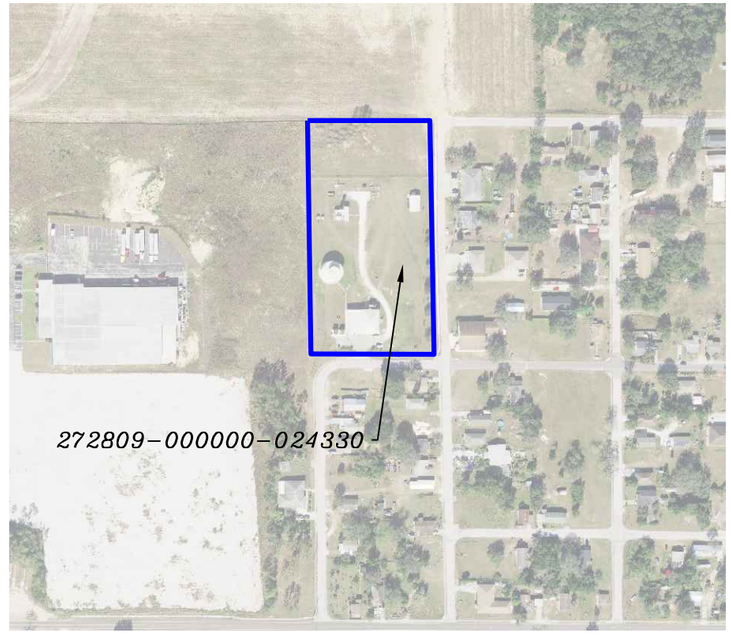
TEMPORARY CONSTRUCTION EASEMENT

Town of Lake Hamilton to Polk Regional Water Cooperative

(Parcel Map and Legal Description)

EXHIBIT





GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 feet

NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN, LLC
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(888) 646-1402

© 2025 CHASTAIN SKILLMAN, LLC C.A. NO. 262

ChastainSkillman

DCCM

POLK REGIONAL WATER COOPERATIVE

LAKE HAMILTON METERING STATION EXHIBIT

FIELD BY:	CS PROJECT NUMBER: 8825.03
DATE OF SURVEY: 05/29/2026	PROJECT NUMBER: 2037
FIELD BOOK & PAGE:	SHEET NUMBER: V-01

P:\882503\CAD\Survey\KEY SHEET 1_METERING STATIONS\CAD\882503-SCC-2025-07-14-LAKE HAMILTON METERING.dwg 2037-EX May 29, 2026 3:52pm by: jammermann

DESCRIPTION
2037-TCE-B

DESCRIPTION:

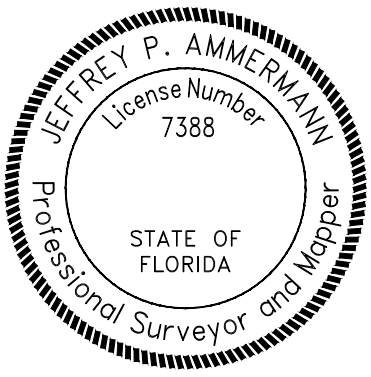
A parcel of land being a portion of the parcel described in Official Records Book 6567, Pages 610 through 611, of the Public Records of Polk County, Florida, located in Section 09, Township 28 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 9; thence North 89°45'22" West, along the North line of said North 1/2 of the Southwest 1/4 of the Southeast 1/4, a distance of 40.00 feet to the intersection with the West right-of-way line of Church Street as recorded in Official Records Book 13996, Pages 919 through 924 of the Public Records of Polk County, Florida; thence South 00°35'06" East, along said West right-of-way line of Church Street, being 40.00 feet West of and parallel to the East line of said Southwest 1/4 of the Southeast 1/4, a distance of 215.68 feet to the POINT OF BEGINNING; thence continue South 00°35'06" East, along said West right-of-way line, 9.00 feet; thence North 90°00'00" West, 20.11 feet; thence South 00°00'00" East, 25.00 feet; thence North 90°00'00" East, 20.37 feet to said West right-of-way line of Church Street; thence South 00°35'06" East, along said West right-of-way line of Church Street, 9.00 feet; thence North 90°00'00" West, 26.96 feet; thence North 00°00'00" East, 43.00 feet; thence North 90°00"00" East, 26.52 feet to the POINT OF BEGINNING.

Said parcel containing 643.79 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P Ammermann

Digitally signed by Jeffrey P Ammermann
Date: 2025.08.14 09:11:04 -04'00'

JEFFREY P. AMMERMANN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR DESCRIPTION SKETCH, SURVEYOR'S NOTES, AND LEGEND.

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (888) 646-1402 - LB 262

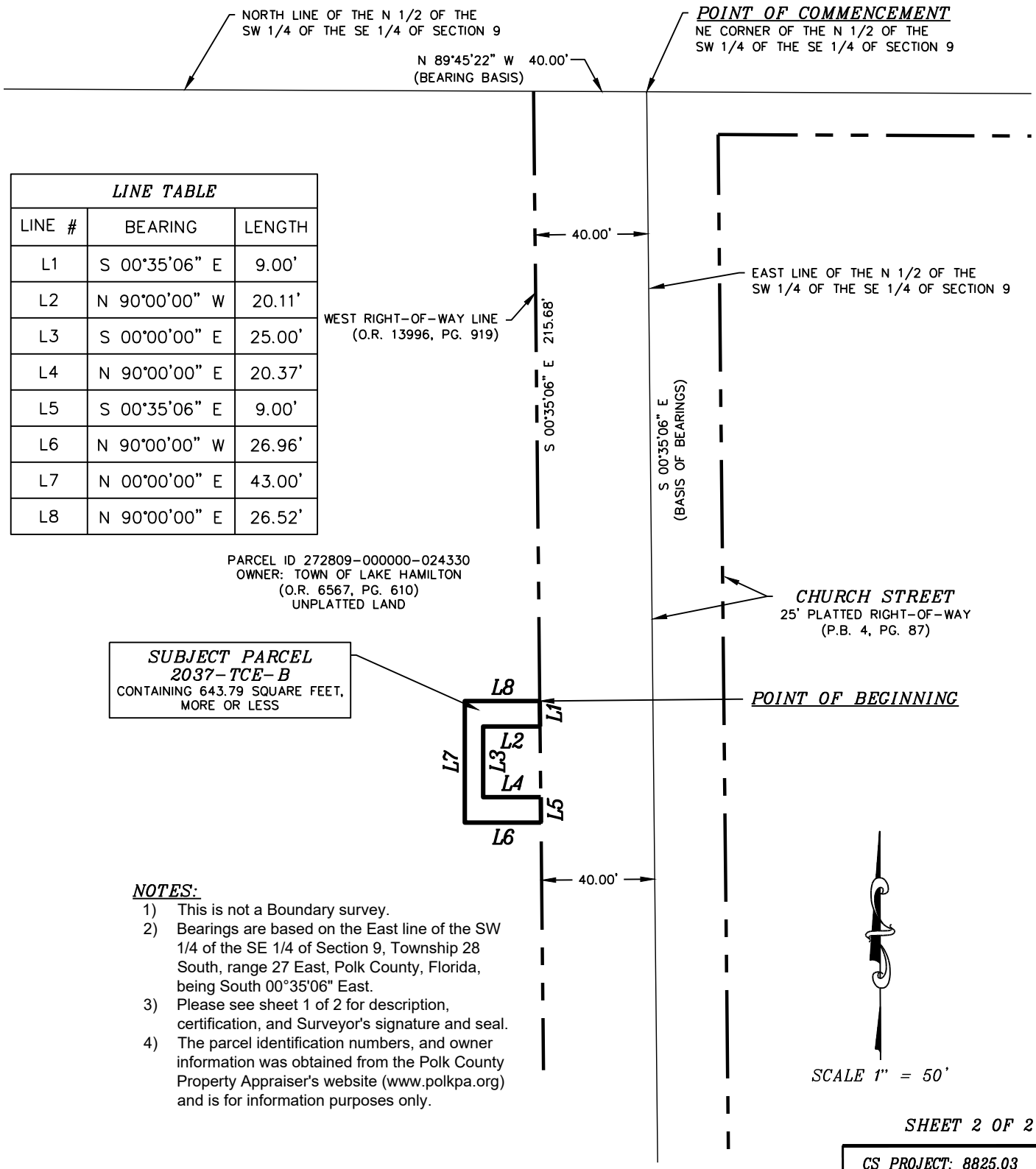
DRAWN BY: S. CHILDS	FIELD BOOK: N/A PAGE: N/A	DATE: 05/29/2026	CS PROJECT: 8825.03 2037-TCE-B SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 1_METERING STATIONS\CAD\882503-SCC-2025-07-14-LAKE HAMILTON METERING.dwg 2037-TCE-B May 29, 2026 3:48pm by: jammermann

DESCRIPTION SKETCH
2037-TCE-B

LEGEND:

ID = IDENTIFICATION
O.R. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
TCE = TEMPORARY CONSTRUCTION EASEMENT



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°35'06" E	9.00'
L2	N 90°00'00" W	20.11'
L3	S 00°00'00" E	25.00'
L4	N 90°00'00" E	20.37'
L5	S 00°35'06" E	9.00'
L6	N 90°00'00" W	26.96'
L7	N 00°00'00" E	43.00'
L8	N 90°00'00" E	26.52'

NOTES:

1) This is not a Boundary survey.
2) Bearings are based on the East line of the SW 1/4 of the SE 1/4 of Section 9, Township 28 South, range 27 East, Polk County, Florida, being South 00°35'06" East.
3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.
4) The parcel identification numbers, and owner information was obtained from the Polk County Property Appraiser's website (www.polkpa.org) and is for information purposes only.

SHEET 2 OF 2

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (888) 646-1402 - LB 262

DRAWN BY: S. CHILDS	FIELD BOOK: N/A PAGE: N/A	DATE: 05/29/2026

CS PROJECT: 8825.03
2037-TCE-B
SHEET NO. V-02

P:\882503\CAD\Survey\KEY SHEET 1_METERING STATIONS\CAD\882503-SCC-2025-07-14-LAKE HAMILTON METERING.dwg 2037-TCE-B (2) May 29, 2026 3:48pm by: jammermann

This instrument prepared by and return to:
Name: Edward P. de la Parte, Jr., Esquire
de la Parte Gilbert McNamara & Caldevilla, P.A.
101 East Kennedy Boulevard, Suite 3100
Tampa, Florida 33602

(
(
(
(
(
(
(_____
SPACE FOR RECORDING

EASEMENT

THIS EASEMENT, made this _____ day of _____, 2026, between **THE TOWN OF LAKE HAMILTON**, a Florida municipal corporation, P.O. Box 126, 100 Smith Avenue, Lake Hamilton, Florida 33851, the owner(s) of the property, hereinafter referred to as Grantor(s), in consideration of the sum of One Dollar and other valuable considerations in hand paid, do hereby give and grant unto the **POLK REGIONAL WATER COOPERATIVE**, hereinafter referred to as Grantee, a nonexclusive permanent easement.

The nature, terms and duration of the nonexclusive permanent easement (the "Easement") which the Polk Regional Water Cooperative ("PRWC") acquires from the property owners/interest holders ("Owner") of the real property shown and described on Exhibit "A" are:

The Easement in, upon and through the following described land in the County of Polk, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"
(the "Easement Area")

1. The permanent perpetual water line Easement interests and rights acquired by PRWC are the perpetual right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.

2. In the event that the construction and installation of the water transmission line or lines and related fixtures and/or appurtenances thereto impact Owner's improvements, PRWC shall, to the extent practicable, relocate or replace with the same, like, or better quality and at their original locations or as near as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, wells, septic tanks and septic drain fields, that PRWC damaged or caused to be removed, relocated or replaced from the Easement before or during initial construction and installation of the water transmission

line or lines and related fixtures and/or appurtenances. Furthermore subject to PRWC's acquired easement rights, PRWC will restore the surface of all disturbed areas within the Easement to its original contour and condition, as near as is reasonably practicable.

3. This Grant of Easement shall not be construed as a grant of right of way and is limited to a PRWC Easement. The Owner shall have the right to use the area subject to the Easement granted hereby, including without limitation for improved parking areas, improved driveways, and landscaping, which are not inconsistent with the use of the Easement by PRWC for the purposes granted hereby. Inconsistent improvements to the use of the Easement by Owner for the purposes granted hereby, including mounded landscaping, building foundations and overhangs, foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific written approval of PRWC, the limited use of trees, walls, and mounded landscaping may be utilized within the Easement by Owner.

4. Owner reserves the right to grant permission or other easements to other parties for ingress and egress. In addition, the Owner reserves the right to grant permission or other easements to other parties for the purpose of installing and maintaining underground utilities, including without limitation, electrical, gas, broadband, fiber optic and cable (but not other water transmission lines), with the prior written consent of PRWC. PRWC shall not unreasonably withhold, condition, or delay its decision concerning such utility easements. Owner's request to grant permission or an easement to other parties must be written and delivered 1) in person, 2) via certified or registered mail (return receipt), or 3) via nationally recognized overnight delivery service to the attention of the Executive Director of the Polk Regional Water Cooperative at the then-current address of the PRWC as reflected on the PRWC website. If after sixty (60) days, PRWC has not responded to Owner's request to grant permission or an easement to other parties, Owner may assume PRWC has granted permission for same. Any permissions or easements granted under this Paragraph prior to Owner's development of the subject property must be perpendicular to the PRWC easement.

5. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good or better condition that existed prior to the disturbance activity by PRWC.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging to or otherwise appertaining to that real property, unto the Grantee, its successors and assigns;

IN WITNESS WHEREOF, the Grantor(s) have hereunto set hand(s) and seal this _____ day of _____, 2026, at Lake Hamilton, Polk County, Florida.

Signed, sealed and delivered in the presence of:

The Town of Lake Hamilton, Florida

By:_____
Phyllis Hall, Mayor

Attest:

_____
Jacqueline Borja, Town Clerk

Approved as to Form:

_____
_____, Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this _____ day of _____ 2026, by Phyllis Hall, Mayor, on behalf of the Town of Lake Hamilton, who [_] is personally known to me or [_] has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public

_____
Print Name

My Commission Expires _____

EXHIBIT “A”

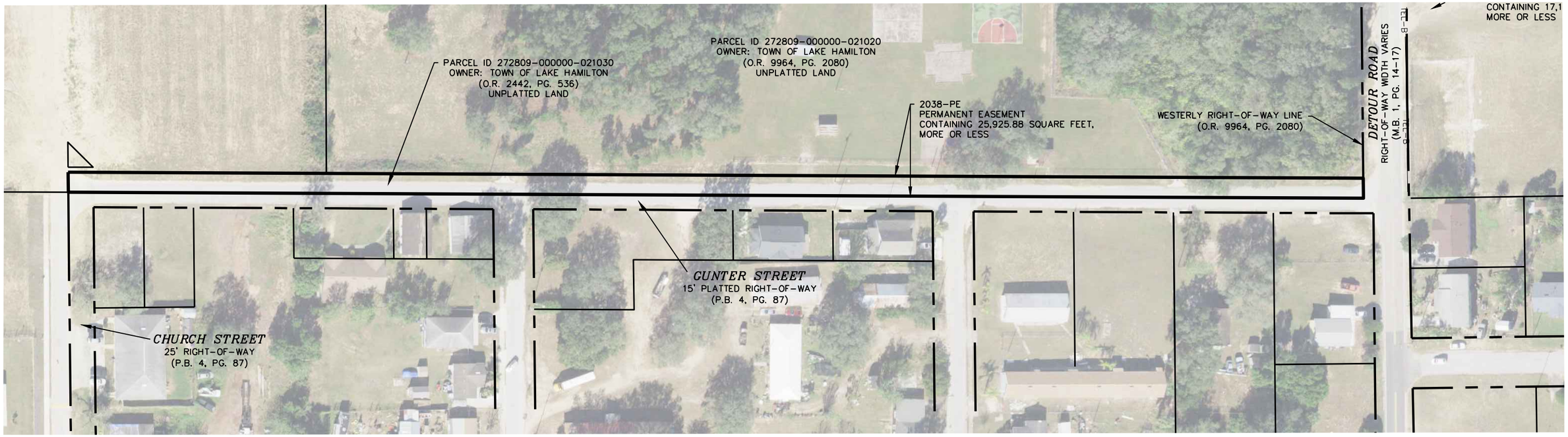
PARCEL 2038-PE

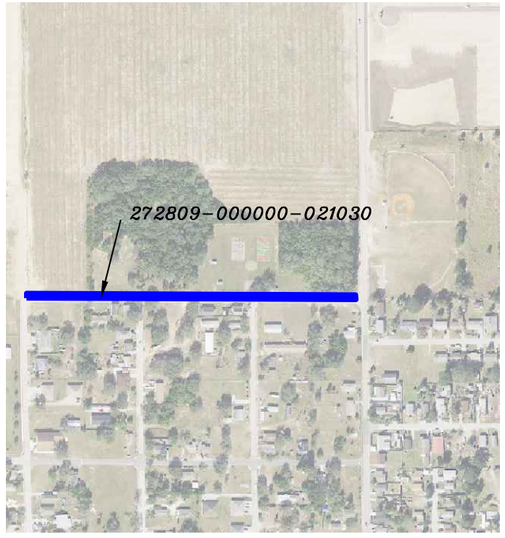
PERMANENT EASEMENT

Town of Lake Hamilton to Polk Regional Water Cooperative

(Parcel Map and Legal Description)

EXHIBIT





GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 feet

P:\882503\CAD\Survey\KEY SHEET 1\5-DETOUR ROAD\882503-SCC-2023-11-21-DETOUR ESMTS.dwg 2038-EX Aug 14, 2025 9:09am by: jammermann

NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

© 2023 CHASTAIN SKILLMAN C.A. NO. 262

CHASTAIN SKILLMAN

POLK REGIONAL WATER COOPERATIVE

TOWN OF LAKE HAMILTON EXHIBIT

CS PROJECT NUMBER:	8825.03
FIELD BY:	N/A
DATE:	08/14/2025
PARCEL NUMBER:	2038
FIELD BOOK & PAGE:	N/A
SHEET NUMBER:	V-01

DESCRIPTION
2038-PE

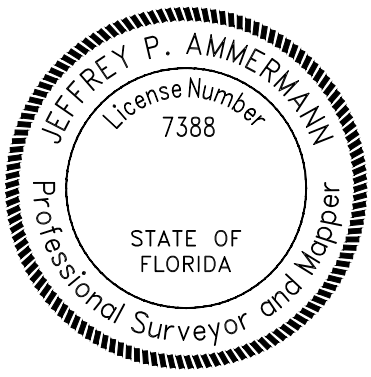
DESCRIPTION:

A parcel of land being a portion of a parcel described in Official Records Book 2442, Pages 536 through 537, Public Records of Polk County, Florida, located in Section 09, Township 28 South, Range 27 East, being the South 20 feet of the Northeast 1/4 of the Southeast 1/4 of said Section 09, Less road rights-of-way, being more particularly described as follows:

BEGIN at the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence North 00°34'49" West, along the West line of said Northeast 1/4 of the Southeast 1/4, a distance of 20.00 feet to the intersection with a line being 20.00 feet North of and parallel to the South line of said Northeast 1/4 of the Southeast 1/4; thence South 89°43'35" East, along said parallel line, 1296.30 feet to the intersection with the West right-of-way line of Detour Road as described in Official Records Book 9964, Pages 2080 through 2082, Public Records of Polk County, Florida; thence South 00°32'33" East, along said West right-of-way line, 20.00 feet to the intersection with said South line of the Northeast 1/4 of the Southeast 1/4; said point lying North 89°43'35" West, 25.00 feet of the Southeast corner of said Northeast 1/4 of the Southeast 1/4; thence North 89°43'35" West, along said South line of the Northeast 1/4 of the Southeast 1/4, a distance of 1296.29 feet to the POINT OF BEGINNING.
Said parcel contains 25,925.88 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P Ammermann

Digitally signed by Jeffrey P Ammermann
Date: 2025.08.14 09:11:04 -04'00'

JEFFREY P. AMMERMANN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
SEE SHEET 2 FOR DESCRIPTION SKETCH, LEGEND, AND SURVEYOR'S NOTES

CS PROJECT: 8825.03

2038-PE

SHEET NO. V-01

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

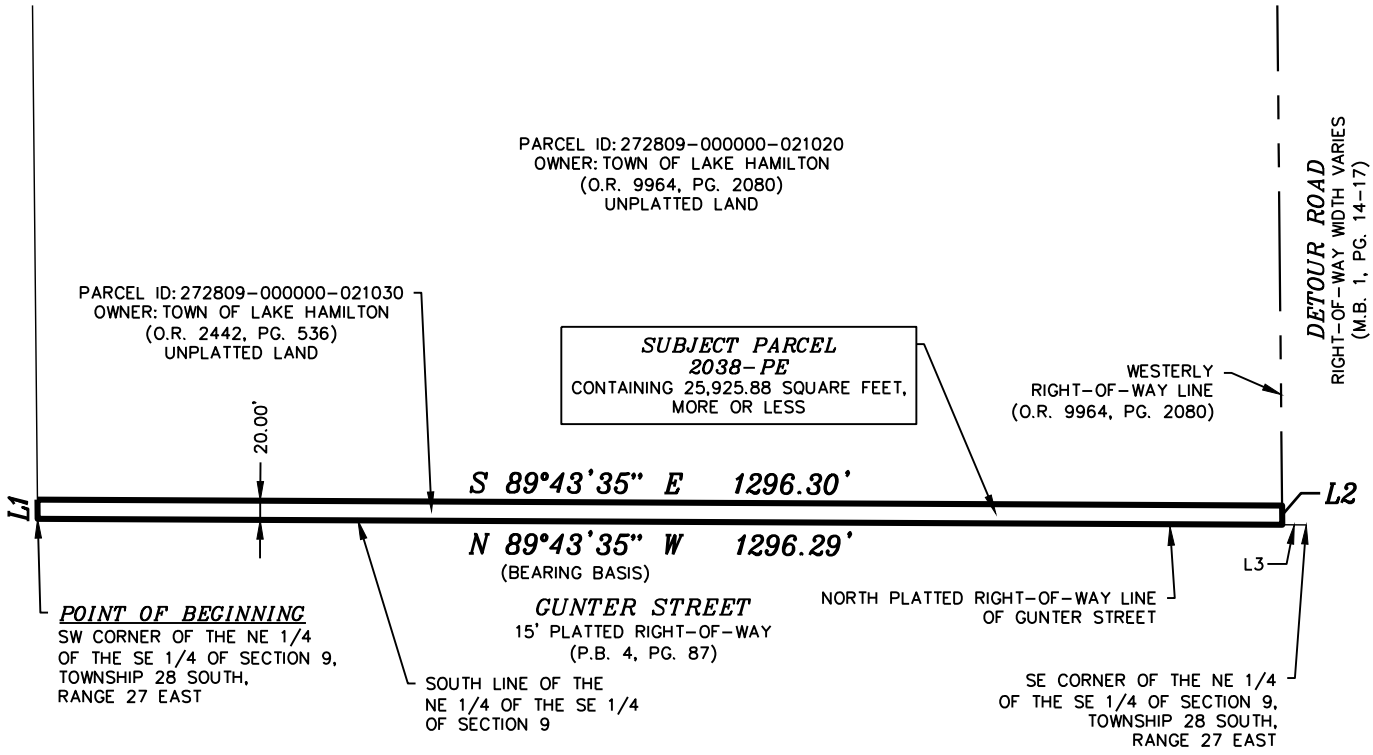
DRAWN BY: S. CHILDS | FIELD BOOK: —— PAGE: —— | DATE: 08/14/2025

P:\882503\CAD\Survey\KEY SHEET 1\5-DETOUR ROAD\882503-SCC-2023-11-21-DETOUR ESMTS.dwg 2038-PE Aug 14, 2025 9:07am by: jammermann

DESCRIPTION SKETCH
2038-PE

LEGEND:

P.B. = PLAT BOOK
PG. = PAGE(S)
O.R. = OFFICIAL RECORDS BOOK
M.B. = MAP BOOK
PE = PERMANENT EASEMENT
ID = IDENTIFICATION



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 00°34'49" W	20.00'
L2	S 00°32'33" E	20.00'
L3	N 89°43'35" W	25.00'



SCALE 1" = 200'

NOTES:

1) This is not a Boundary survey.
2) The bearings are based on the South line of the Northeast 1/4 of the Southeast 1/4 of Section 9, Township 28 South, Range 27 East, Polk County, Florida, being North 89°43'35" West.
3) See sheet 1 of 2 for description, certifications, surveyor's signature and seal.
4) The parcel identification numbers, and owner information was obtained from the Polk County Property Appraiser's website (www.polkpa.org) and is for information purposes only.

SHEET 2 OF 2

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262	CS PROJECT: 8825.03
	2038-PE
DRAWN BY: S. CHILDS / FIELD BOOK: —— PAGE: —— / DATE: 08/14/2025	SHEET NO. V-02

P:\882503\CAD\Survey\KEY SHEET 1\5-DETOUR ROAD\882503-SCC-2023-11-21-DETOUR ESMTS.dwg 2038-PE (2) Aug 14, 2025 9:07am by: jammermann

9.C

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Patrick Henry, Public Service Director

AGENDA ITEM: Consider Approval to Piggyback City of Plant City Contract #22-023UO-TG and Authorize Expenditure for Wastewater Treatment Plant Blower No. 2 Replacement.

DATE: July 7, 2026

SUMMARY & RECOMMENDATION:

The Town's wastewater treatment facility relies on positive displacement blowers to provide oxygen to the biological treatment process. Blower No. 2 has experienced mechanical failure and requires replacement to maintain adequate aeration, treatment capacity, and regulatory compliance. Due to the increased loading currently being experienced at the wastewater treatment facility, reliable blower operation is critical to maintaining nitrification, permit compliance, and overall plant performance. Continued operation with a failed blower increases the risk of process upsets, equipment failures, and potential violations of the Town's wastewater permit requirements.

Staff obtained a proposal from Coastal Pump & Equipment, Inc. for the removal of the failed blower and motor, installation of a new Roots blower, new 50 HP electric motor, associated belts, pulleys, sheaves, filters, gaskets, electrical reconnection, startup, testing, and commissioning. The total cost of the proposed replacement is $26,519.26.

To expedite procurement and avoid delays associated with a separate competitive solicitation, staff recommends piggybacking the City of Plant City's competitively awarded Contract No. 22-023UO-TG, Pump and Motor Repair and Maintenance Services, with Coastal Pump & Equipment, Inc. The contract was originally awarded through a competitive procurement process and subsequently renewed through November 28, 2027 under the same terms and conditions.

Piggybacking this contract is advantageous because it allows the Town to utilize competitively procured pricing and an experienced vendor without the time and expense of conducting a separate

bid process. This approach reduces administrative burden, expedites project completion, and helps ensure the continued reliability of critical wastewater treatment infrastructure.

The total cost of the blower replacement project is $26,519.26. Funding is available within the approved

Wastewater Maintenance and Repair Budget.

Replacement of the failed blower will restore full treatment redundancy and operational reliability at the wastewater treatment facility. This project is necessary to maintain adequate aeration capacity, support biological treatment processes, and minimize the risk of treatment disruptions that could result in increased operational costs or regulatory non-compliance.

Staff recommends the Town Commission consider taking the following actions:

1. Approve authorization for the Town Manager to execute a piggyback agreement utilizing the City of Plant City Contract No. 22-023UO-TG, Pump and Motor Repair and Maintenance Services, with Coastal Pump & Equipment, Inc.

2. Approve the expenditure of $26,519.26 from the Wastewater Maintenance and Repair Budget for the replacement and installation of Wastewater Treatment Plant Blower No. 2.

Coastal Pump & Equipment, Inc., is an established contractor under the City of Plant City's competitively awarded contract and has extensive experience with wastewater blower and motor systems. Utilizing this contract allows the Town to obtain critical replacement equipment and installation services through an existing competitive procurement process, reducing project delays and ensuring the continued reliable operation of the wastewater treatment facility.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: The total cost of the blower replacement project is $26,519.26. Funding is available within the approved Wastewater Maintenance and Repair Budget.
GL Code 401-535-046

RECOMMENDATION:

ATTACHMENT(S):
CPE Estimate 4046.pdf
2023 CPE_Repair Contract.pdf
CPE Estimate 4046.pdf
(Action Item) TOLH Coastal Pump Piggyback FS .docx

Coastal Pump & Equipment, Inc.
PO Box 699
Foley, AL 36536 US
+17275156129
accounting@cpequip.net
www.cpequip.net

Estimate

ADDRESS
Town of Lake Hamilton P.O. Box 126 Lake Hamilton, Florida 33851

SHIP TO
Town of Lake Hamilton Water Treatment Plant 210 Monroe Lane Lake Hamilton, Florida 33851

ESTIMATE #	DATE	
4046	06/14/2026	

SALES REP
House

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Service Call - Man 1	Service Call On : TBD Service technician to unwire and remove failed blower and electric motor. Installation of new blower, electric motor, belts pulleys, sheaves. Wiring of electric motor. Tensioning, alignment of belts, startup and testing to ensure proper rotation and operation.	1	2,640.00	2,640.00
	Misc. Parts	Roots Blower Replacement for serial # PPB-2203B36668	1	18,850.00	18,850.00
	Electric Motor	WWE Electric Motor 50 HP 1800 RPM 230/460 Volt Three Phase ODP Enclosure	1	3,056.32	3,056.32
	Misc. Parts	Motor Pulley	1	169.68	169.68
	Misc. Parts	Motor Sheave	1	46.48	46.48
	Misc. Parts	Blower Pulley	1	203.62	203.62
	Misc. Parts	Blower Sheave	1	46.40	46.40
	Misc. Parts	Blower Drive Belt	6	33.06	198.36
	Misc. Parts	Blower Filter	4	121.60	486.40
	Misc. Parts	Blower Gasket	2	36.00	72.00
	Freight	Inbound Blower Freight	1	350.00	350.00
	Freight	Inbound Motor Freight	1	275.00	275.00
	Freight	Inbound Parts Freight	1	125.00	125.00

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
		NOTES * 6-7 week delivery on blower, all other parts are sitting in stock. * Rebuild estimated at 13-15K depending on severity of damage. Pricing is estimated without any teardown or internal assessment. Rebuild estimated to take 4-6 weeks due to parts availability.			

TOTAL **$26,519.26**

Accepted By

Accepted Date

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Munis vendor # 2312
Munis contract # 20230009
Resolution # 283-2022
Retention: GS1-SL 2020 Item #64 & 65

AGREEMENT TO PROVIDE
PUMP AND MOTOR REPAIR AND MAINTENANCE SERVICES
(RFP 22-023UO-TG)

THIS AGREEMENT is entered into as of the 29th day of November, 2022 ("Effective Date"), by and between the City of Plant City, a Florida Municipal Corporation ("City") and Coastal Pump & Equipment, Inc., a Florida Corporation ("Company"), whose address is 3747 Lake Hamilton Drive West, Winter Haven, Florida 33881.

WHEREAS, City desires to retain Company to provide pump and motor repair and maintenance services to the City, as described herein; and

WHEREAS, the Company represents that Company is qualified, willing and able to provide the described services according to the terms of this Agreement; it is therefore agreed that:

1. SCOPE OF AGREEMENT. The parties agree that the purpose of this Agreement is for Company to provide pump and motor repair and maintenance services on an as needed basis to City as described in the Request for Proposal No. 22-023UO-TG for the rates and charges as described in Company's submitted Proposal. This contract includes the Company's Price Schedule and the RFP No. 22-023UO-TG, and any addenda thereto, including Scope of Services, Specifications and Requirements, and the most current Edition of Vaughen's Motor and Pump Repair Price Guide, as discounted by Company's proposal. The Company's Bid Schedule is attached as Exhibit "A". All work shall be subject to separate Purchase Order(s) signed by the City Manager.

2. COMMENCEMENT AND TERM. The term of this Agreement will commence on the Effective Date and shall terminate three (3) years from the Effective Date, unless terminated as provided in paragraph 4 herein or extended as provided herein. Contract extensions may be approved at the sole discretion of the City Manager for two (2) two-year periods under the same terms and conditions.

3. PAYMENTS TO COMPANY. The cost to City for Company's services shall be as described in attached Exhibit "A". All payments shall be made on a monthly basis within thirty (30) days after receipt of invoice(s) that shall conform to the City's accounting submittal requirements. Upon certification by the City Manager that all work has been performed in accordance with the terms of this Agreement, the City Manager will authorize payment of such invoice(s).

4. TERMINATION.

A. Breach of Agreement by City. If the City materially breaches this Agreement, the Company may terminate the Agreement and shall thereafter be entitled only to compensation for services actually performed hereunder prior to such breach. Company expressly waives any and all other claims and remedies against the City,

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including incidental and consequential damages. Company shall give written notice to the City of any alleged breach and the City shall have ten (10) days from the date of such notice in which to cure the breach before Company may proceed under this paragraph.

B. Breach of Agreement by Company. If the Company materially breaches this Agreement, the City may terminate the Agreement and shall thereafter have available to it all rights and remedies in law and equity, the exercise of which shall be cumulative rather than exclusive. The City shall give written notice to the Company of any alleged breach and the Company shall have ten (10) days from the date of such notice to cure the breach before the City may proceed under this paragraph.

C. Termination for Convenience by City. Notwithstanding any provision herein to the contrary, the City may terminate this Agreement at any time without regard to cause at City's convenience with thirty (30) days' notice to Company. In such event, the Company shall only be entitled to payment for services actually performed hereunder prior to such termination.

5. NO MINIMUM AMOUNT OF WORK**.** This Agreement is non-exclusive. Notwithstanding any provision in this Agreement, City shall not be obligated to assign any minimum amount of Work to Company during the term of this Agreement. Company shall have no claim against City for damages or loss of profits due to the amount of Work assigned under this Agreement.

6. SUPERVISION. Company shall provide supervision of its employees during all service hours. If any work is unsatisfactory, the Company will be contacted and any discrepancies corrected at no additional cost to the City. Continued unsatisfactory work may result in termination of this agreement.

Company shall provide the emergency telephone numbers of supervisory personnel assigned to the contract.

7. SECURITY. Some locations will have designated City staff available to provide entry to and exit from facilities. Other locations may require the Company to gain entry using established alarm procedures or by using keys/striker cards. Company's employees must be properly identified and will not be permitted to enter or leave buildings at will once reporting to duty. Under no circumstances shall Company, or its agents or employees, provide access to any unauthorized person in the City's facilities.

8. WARRANTY AND STANDARD OF CARE. Since City has entrusted this work to Company, Company shall use its professional expertise to protect the interests of the City at all times with regard to its performance under this Agreement. Company shall assume towards City a professional relationship of trust, confidence and fair dealing.

Company hereby warrants that it is competent to perform the tasks undertaken, that the product of such services shall be consistent with the requirements stated herein

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and with prevailing industry standards, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this Paragraph shall constitute a breach of the Company's warranty.

9. DEDUCTIONS TO INVOICES. In the event the Company shall not have completed all of the required or monthly services as scheduled and outlined in the services required specifications, the Company will be required to make corrections of all discrepancies during the following scheduled work day. These corrections must be completely performed in accordance with the specification requirements. If they are not, a deduction of the total daily cost for that location will be subtracted from the Company's monthly invoice. Failure of the Company to appear on any scheduled workday shall result in the deduction of the total daily cost for that location.

10. WAIVER AND MODIFICATION CLAUSE. Any waiver, modification or cancellation of any term or condition of this Agreement, including but not limited to changes in the services to be performed by the Company and increases or decreases in the Company's compensation, must be agreed to in writing and signed by both parties in order to be effective.

11. GOVERNING LAWS. This Agreement shall be governed by the laws, rules and regulations of the State of Florida.

12. INSURANCE. The Company shall furnish City insurance as required in RFP 22-023UO-TG. Coverage shall remain in force at all times during the contract period.

13. INDEMNIFICATION. Company shall indemnify and hold harmless City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Company and other persons employed or utilized by Company in the performance of this Agreement. Company's obligations under this paragraph shall survive the termination of this Agreement.

14. COMPLIANCE WITH LAWS. The services performed by Company shall be in compliance with all applicable federal, state and local laws and regulations, including Florida's Sunshine law and Florida's Public Records law.

15. PERMITS. Company shall obtain all necessary permits required to comply with all local ordinances, State and Federal laws, rules, and regulations applicable under this Agreement.

16. OSHA REQUIREMENTS. Company agrees to comply with the provisions of the Occupational Safety and Health Act of 1970, and the standards and regulations issued thereunder, and warrants that all services furnished under this agreement will conform to and comply with said standards and regulations. Company agrees to furnish Material

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Safety Data Sheets (for OSHA020) as applicable for hazardous or potentially hazardous products.

17. STATEMENT OF ASSURANCE. During the performance of this Agreement, the Company assures the City that Company is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977; that Company does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against Company's employees or applicants for employment. This Agreement is expressly conditioned upon the veracity of this Statement of Assurance and the Company's compliance with Title VII of the Civil Rights Act of 1964 when federal grant(s) is/are involved. Other applicable Federal and State laws, Executive Orders and regulations prohibiting such discrimination are also included by this reference. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

18. PUBLIC ENTITY CRIMES. In accordance with Section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity of the threshold amount provided in Section 218.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By execution of this Agreement, Company assures the City that none of its officers, directors, executives, partners, shareholders, employees, members or any of its agents who are active in management have been convicted of a public entity crime. In the event that any of its officers, directors, executives, partners, shareholders, employees, members or any of it agents who are active in management are convicted of a public entity crime, the Company shall immediately notify the City.

19. E-VERIFY. Company warrants and represents that it has registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, and will at all times during this Agreement be in compliance with Section 448.095, Florida Statutes.

20. SCRUTINIZED COMPANIES. In accordance with Section 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods and services of (a) any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of

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Israel; or (b) One Million Dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

By execution of this Agreement, Company warrants, certifies, and assures the City that Company is not on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria. In the event that Company is placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, the Company shall immediately notify the City.

This contract may be terminated at the option of the City if Company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. In accordance with Section 287.135, Florida Statutes, if this Agreement is for goods or services of one million dollars or more, this contract may be terminated at the option of the City if Company is found to have submitted a false certification as provided in Section 287.135(4), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List, been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

21. DISCRIMINATORY VENDOR LIST. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contact with any public entity; and may not transact business with any public entity. A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that the entity or affiliate was placed on the discriminatory vendor list unless that entity has been removed from the list pursuant to Section 287.134(3)(f), Florida Statutes. A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

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By execution of this Agreement, Company warrants, certifies, and assures the City that Company is not on the discriminatory vendor list. In the event that Company is placed on the discriminatory vendor list, the Company shall immediately notify the City.

22. NON-WAIVER. No failure by the City to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available upon a breach hereof, shall constitute a waiver of any such breach or of any such term or condition. No waiver of any breach shall affect or alter any term or condition in this Agreement, and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

23. RELATIONSHIP OF THE PARTIES. Nothing contained in this contract shall be deemed or construed to the relationship between the parties of principal and agent, or of partnership or joint venture, or of employer and employee; it being expressly agreed that the relationship of the Company to the City is that of an independent contractor.

24. VENUE. In the event that legal proceedings are instituted by either party, venue for any action regarding this Agreement shall be in the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, East Division, or if applicable, the Middle District of Florida, Tampa Division.

25. PUBLIC RECORDS.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, COMPANY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Kerri J. Miller
City Clerk
302 W. Reynolds Street
Plant City, FL 33563
Phone: 813-659-4200
kmiller@plantcitygov.com

Company shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Company shall (a) keep and maintain public records required by City in order to perform the service under this Agreement; (b) upon request from the City Clerk, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure

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requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if Company does not transfer the records to City; and (d) upon completion of this Agreement, transfer, at no cost, to City all public records in possession of Company or keep and maintain public records required by City to perform the service. If Company transfers all public records to City upon completion of this Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of this Agreement, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology system of City.

26. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed to have been delivered hereunder if mailed by first class, certified mail, postage prepaid, to the respective parties at the respective addresses:

City:

Bill McDaniel
City Manager
City of Plant City
302 West Reynolds Street
Plant City, FL 33563

With a copy to:

Kenneth W. Buchman
City Attorney
City of Plant City
302 West Reynolds Street
Plant City, FL 33563

Company:

Thomas Shelley
Branch Manager
Coastal Pump & Equipment, Inc.
3747 Lake Hamilton Drive West
Winter Haven, Florida 33881
Email: sales@cpeuip.net

Any party may at any time change its contact person or address for such notices by delivering or mailing to the other parties hereto, in the manner provided above, a notice of such change.

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27. SUCCESSORS AND ASSIGNS. The covenants contained in this Agreement are binding on the parties and their respective successors, legal representatives and assignees, if any; however, this Agreement may not be assigned by Company to any third party without the prior written consent of the City Manager.

28. SOVEREIGN IMMUNITY. City expressly retains all rights, benefits, and immunities of sovereign immunity. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or limits of liability contained in Section 768.28, Florida Statutes.

29. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

30. SUBJECT TO BUDGET AND APPROPRIATION. This agreement is subject to budget and appropriation each year by the City. The City may, at its sole discretion, cancel this contract by failing at annual budget to include funds for its continuance in the upcoming year involved.

31. TAX EXEMPT STATUS. City is a municipal corporation and is exempt from State of Florida Sales Tax. City's Consumer's Certificate of Exemption number is 85-8012740153C-4. Company shall not charge sales or use taxes for any services provided to City.

32. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

33. WAIVER OF JURY TRIAL. EACH PARTY HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS CONTRACT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.

34. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. It may not be modified or terminated orally and no claimed modification, termination or waiver shall be binding on the City unless in writing signed by an authorized representative of the City. No modification or waiver shall be deemed effected by Company's acknowledgement or confirmation containing other or different terms.

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35. CAPTIONS. All titles to clauses contained in this Agreement are for identification only and shall not be construed as being a substantive part of the Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument, consisting of this Agreement and the attached Exhibit to be executed by themselves or their duly authorized officers or agents and their seals to be affixed hereunto.

Approved as to form and correctness:

DS RR

DocuSigned by:
Kenneth W. Buchman
661209C0C8464EA...

Kenneth W. Buchman
City Attorney

City:

City of Plant City

DocuSigned by:
By: Bill McDaniel
7A7B632FAC024E5...

Bill McDaniel
City Manager

Dated: 12/13/2022

Company:

Coastal Pump & Equipment, Inc.

DocuSigned by:
By: Thomas Shelley
32816AC804E34B8...

Thomas Shelley
Branch Manger

Dated: 11/17/2022

sales@cpequip.net

DS HH

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Exhibit "A"
Company's Price Schedule

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Section 9 - Required Forms and Additional Information

PRICE AND SUBCONTRACTOR SCHEDULE

The prices included on the price schedules are from the current published Vaughen's Motor and Pump Repair Price Guide, 2022 Edition.

The pricing tables in this schedule are used for RFP evaluation purposes. The percentage of discount submitted will be applied uniformly across the pricing guide for the Condensed Submersible Pump Repair Pricing.
For each table enter the discount percentage your company will be offering under "Percentage Discount (%)" also enter the adjusted price based on the submitted discount under "Total Adjusted Price"
The basis of award will be based upon the highest overall percentage discount for Vaughen's Net Price Sheets, and Labor Rates. Prices are in the 2022 published Vaughen's Motor and Pump Repair Price Guide, based on the appropriate horsepower and speed of the motor.

Submersible Pump Repair Pricing Price to Rewind Motor 3-Phase – 60 Hertz – Through 600 Volts 1800 RPM				
Item #	Motor Size (1800 RPM)	Percentage Discount (%)	Vaughen's 2022 Edition Price	Total Adjusted Price
1	1 HP	15%	$791.00	672.35
2	1.5 HP	15%	$791.00	672.35
3	2 HP	15%	$791.00	672.35
4	3 HP	15%	$791.00	672.35
5	5 HP	15%	$791.00	672.35
6	7.5 HP	15%	$934.00	793.90
7	10HP	15%	$1,103.00	937.55
8	15 HP	15%	$1,342.00	1140.70
9	20 HP	15%	$1,541.00	1309.85
10	25 HP	15%	$1,757.00	1493.45
11	30 HP	15%	$2,026.00	1722.10

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PRICE SCHEDULE

Submersible Pump Repair Pricing Price to Recondition Motor 3-Phase – 60 Hertz – Through 600 Volts 1800 RPM				
Item #	Motor Size (1800 RPM)	Percentage Discount (%)	Vaughen's 2022 Edition Price	Total Adjusted Price
1	1 HP	15%	$237.00	201.45
2	1.5 HP	15%	$237.00	201.45
3	2 HP	15%	$237.00	201.45
4	3 HP	15%	$237.00	201.45
5	5 HP	15%	$237.00	201.45
6	7.5 HP	15%	$280.00	235.00
7	10HP	15%	$331.00	281.35
8	15 HP	15%	$403.00	342.55
9	20 HP	15%	$462.00	392.70
10	25 HP	15%	$527.00	447.95
11	30 HP	15%	$608.00	516.80

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PRICE SCHEDULE

	Percentage Discount	1 - 5 HP (.75 - 4 KW)					
		Low		Med		High	
		Vaughen's 2022 Price	Adjusted Price	Vaughen's 2022 Price	Adjusted Price	Vaughen's 2022 Price	Adjusted Price
Price Labor for Wet End Repairs - Prices for parts are not included Includes -Disinfect for Safe Handling - Disassemble - Inspection - Replacement of Seals, Gaskets, O-Rings, Oil & Sensor - Reassemble & Test.							
Total for Wet End Repairs	30%	$ 1,046.00	889.10	$1,159.00	985.15	$1,354.00	1150.90
Price Labor for Additional Dry End Repairs							
Remove and Reinstall Stator	30%	$ 154.00	130.90	$ 236.00	200.60	$ 308.00	209.44
Replace Bearings	30%	$ 92.00	78.20	$ 92.00	78.20	$ 92.00	78.20
Re-Lead Stator (Internal Leads)	30%	$ 144.00	122.40	$ 144.00	122.40	$ 144.00	122.40
Reconnect Power Cable & Repot	30%	$ 103.00	87.55	$ 195.00	165.75	$ 297.00	252.45
Price Labor for Additional Machine Work							
Machine New Wear Ring	30%	$ 349.00	296.65	$ 349.00	296.65	$ 380.00	323.00
Machine Seal Seat Surface	30%	$ 349.00	296.65	$ 349.00	296.65	$ 380.00	323.00
Metallize & Turn Bearing Journal	30%	$ 236.00	200.60	$ 236.00	200.60	$ 256.00	217.60
Metallize & Turn Seal Surface	30%	$ 236.00	200.60	$ 236.00	200.60	$ 256.00	217.60
Bore & Sleeve Bearing Housing or Impeller	30%	$ 349.00	296.65	$ 349.00	296.65	$ 380.00	323.00
Balance Rotor & Impeller	30%	$ 236.00	200.60	$ 236.00	200.60	$ 349.00	296.65

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PRICE SCHEDULE

	Percentage Discount	6 - 10 HP (5 - 7.5 KW)					
		Low		Med		High	
		Vaughen's 2022 Price	Adjusted Price	Vaughen's 2022 Price	Adjusted Price	Vaughen's 2022 Price	Adjusted Price
Price Labor for Wet End Repairs - Prices for parts are not included Includes -Disinfect for Safe Handling - Disassemble - Inspection - Replacement of Seals, Gaskets, O-Rings, Oil & Sensor - Reassemble & Test.							
Total for Wet End Repairs	30%	$ 1,262.00	1072.70	$ 1,416.00	1203.60	$ 1,611.00	1369.35
Price Labor for Additional Dry End Repairs							
Remove and Reinstall Stator	30%	$ 154.00	130.90	$ 236.00	200.60	$ 308.00	261.80
Replace Bearings	30%	$ 92.00	78.20	$ 92.00	78.20	$ 92.00	78.20
Re-Lead Stator (Internal Leads)	30%	$ 144.00	122.40	$ 144.00	122.40	$ 144.00	122.40
Reconnect Power Cable & Report	30%	$ 103.00	87.55	$ 195.00	165.75	$ 297.00	252.45
	30%						
Price Labor for Additional Machine Work							
Machine New Wear Ring	30%	$ 400.00	340.00	$ 400.00	340.00	$ 441.00	374.85
Machine Seal Seat Surface	30%	$ 400.00	340.00	$ 400.00	340.00	$ 441.00	374.85
Metallize & Turn Bearing Journal	30%	$ 400.00	340.00	$ 400.00	340.00	$ 441.00	374.85
Metallize & Turn Seal Surface	30%	$ 400.00	340.00	$ 400.00	340.00	$ 441.00	374.85
Bore & Sleeve Bearing Housing or Impeller	30%	$ 451.00	383.35	$ 451.00	383.35	$ 503.00	427.55
Balance Rotor & Impeller	30%	$ 236.00	200.60	$ 236.00	200.60	$ 349.00	200.60

PRICEE SCHEDULE

	Percentage Discount	11 - 20 HP (8 - 15 KW)					
		Low		Med		High	
		Vaughen's 2022 Price	Adjusted Price	Vaughen's 2022 Price	Adjusted Price	Vaughen's 2022 Price	Adjusted Price
Price Labor for Wet End Repairs - Prices for parts are not included Includes -Disinfect for Safe Handling - Disassemble - Inspection - Replacement of Seals, Gaskets, O-Rings, Oil & Sensor - Reassemble & Test.							
Total for Wet End Repairs	30%	$ 1,508.00	1281.80	$ 1,682.00	1429.70	$ 1,877.00	1595.45
Price Labor for Additional Dry End Repairs							
Remove and Reinstall Stator	30%	$ 236.00	200.60	$ 359.00	305.15	$ 482.00	409.70
Replace Bearings	30%	$ 113.00	96.05	$ 113.00	96.05	$ 113.00	96.05
Re-Lead Stator (Interral Leads)	30%	$ 236.00	200.60	$ 236.00	200.60	$ 236.00	200.60
Reconnect Power Cable & Report	30%	$ 154.00	130.90	$ 308.00	261.80	$ 472.00	401.20
Price Labor for Additional Machine Work							
Machine New Wear Rng	30%	$ 451.00	383.35	$ 451.00	383.35	$ 492.00	418.20
Machine Seal Seat Surface	30%	$ 451.00	383.35	$ 451.00	383.35	$ 492.00	418.20
Metallize & Turn Bearing Journal	30%	$ 451.00	383.35	$ 451.00	383.35	$ 492.00	418.20
Metallize & Turn Seal Surface	30%	$ 451.00	383.35	$ 451.00	383.35	$ 492.00	418.20
Bore & Sleeve Bearing Housing or Impeller	30%	$ 503.00	427.55	$ 503.00	427.55	$ 564.00	479.40
Balance Rotor & Impeller	30%	$ 236.00	200.60	$ 236.00	200.60	$ 349.00	296.65

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PRICEE SCHEDULE

	Percentage Discount	20 - 30 HP (16 - 22 KW)					
		Low		Med		High	
		Vaughen's 2022 Price	Adjusted Price	Vaughen's 2022 Price	Adjusted Price	Vaughen's 2022 Price	Adjusted Price
Price Labor for Wet End Repairs - Prices for parts are not included Includes -Disinfect for Safe Handling - Disassemble - Inspection - Replacement of Seals, Gaskets, O-Rings, Oil & Sensor - Reassemble & Test.							
Total for Wet End Repairs	30%	$ 1,826.00	1552.10	$ 2,021.00	1717.85	$ 2,318.00	1970.30
Price Labor for Additional Dry End Repairs							
Remove and Reinstall Stator	30%	$ 349.00	296.65	$ 523.00	444.55	$ 669.00	569.50
Replace Bearings	30%	$ 144.00	122.40	$ 144.00	122.40	$ 144.00	122.40
Re-Lead Stator (Interral Leads)	30%	$ 236.00	200.60	$ 236.00	200.60	$ 236.00	200.60
Reconnect Power Cable & Report	30%	$ 154.00	130.90	$ 308.00	261.80	$ 472.00	401.20
Price Labor for Additional Machine Work							
Machine New Wear Ring	30%	$ 472.00	401.20	$ 503.00	427.55	$ 554.00	470.90
Machine Seal Seat Surface	30%	$ 472.00	401.20	$ 503.00	427.55	$ 554.00	470.90
Metallize & Turn Bearing Journal	30%	$ 472.00	401.20	$ 503.00	427.55	$ 554.00	470.90
Metallize & Turn Seal Surface	30%	$ 472.00	401.20	$ 503.00	427.55	$ 554.00	470.90
Bore & Sleeve Bearing Housing or Impeller	30%	$ 523.00	444.55	$ 554.00	470.90	$ 615.00	522.75
Balance Rotor & Impeller	30%	$ 236.00	200.60	$ 236.00	200.60	$ 349.00	296.65

Note: Vaughen's does not have a national average for overtime. Overtime rate will be 1.5 times discounted straight time rates provide.

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Coastal Pump & Equipment, Inc.
PO Box 699
Foley, AL 36536 US
+17275156129
accounting@cpequip.net
www.cpequip.net

Estimate

ADDRESS
Town of Lake Hamilton P.O. Box 126 Lake Hamilton, Florida 33851

SHIP TO
Town of Lake Hamilton Water Treatment Plant 210 Monroe Lane Lake Hamilton, Florida 33851

ESTIMATE #	DATE	
4046	06/14/2026	

SALES REP
House

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Service Call - Man 1	Service Call On : TBD Service technician to unwire and remove failed blower and electric motor. Installation of new blower, electric motor, belts pulleys, sheaves. Wiring of electric motor. Tensioning, alignment of belts, startup and testing to ensure proper rotation and operation.	1	2,640.00	2,640.00
	Misc. Parts	Roots Blower Replacement for serial # PPB-2203B36668	1	18,850.00	18,850.00
	Electric Motor	WWE Electric Motor 50 HP 1800 RPM 230/460 Volt Three Phase ODP Enclosure	1	3,056.32	3,056.32
	Misc. Parts	Motor Pulley	1	169.68	169.68
	Misc. Parts	Motor Sheave	1	46.48	46.48
	Misc. Parts	Blower Pulley	1	203.62	203.62
	Misc. Parts	Blower Sheave	1	46.40	46.40
	Misc. Parts	Blower Drive Belt	6	33.06	198.36
	Misc. Parts	Blower Filter	4	121.60	486.40
	Misc. Parts	Blower Gasket	2	36.00	72.00
	Freight	Inbound Blower Freight	1	350.00	350.00
	Freight	Inbound Motor Freight	1	275.00	275.00
	Freight	Inbound Parts Freight	1	125.00	125.00

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
		NOTES * 6-7 week delivery on blower, all other parts are sitting in stock. * Rebuild estimated at 13-15K depending on severity of damage. Pricing is estimated without any teardown or internal assessment. Rebuild estimated to take 4-6 weeks due to parts availability.			

TOTAL **$26,519.26**

Accepted By

Accepted Date

AGREEMENT TO PIGGYBACK CITY OF PLANT CITY CONTRACT NO. 22-023UO-TG FOR PUMP AND MOTOR REPAIR AND MAINTENANCE SERVICES

This Agreement to Piggyback a Contract for Services Bid by Another Governmental Entity (the "Agreement") is made as of _____, 2026, by and between Coastal Pump & Equipment, Inc., a Florida corporation ("Contractor"), and the Town of Lake Hamilton, Florida, a municipal corporation ("Town").

RECITALS

WHEREAS, Contractor entered into an Agreement with the City of Plant City, Florida, dated November 29, 2022, and renewed for the period of November 29, 2025 through November 28,2027, for Pump and Motor Repair and Maintenance Services pursuant to Request for Proposal No. 22-023UO-TG (the "Original Contract"); and

WHEREAS, the Town desires to utilize said competitively procured contract pursuant to Florida law and the Town's procurement policies; and

WHEREAS, the Town desires to "piggyback" onto the above referenced Original Contract for utilization of the same or similar Pump and Motor Repair and Maintenance Services (the "Work") under the same pricing, terms, and conditions as the Original Contract; and the Contractor consents to the aforesaid "piggybacking".

WHEREAS, the Contractor consents to the aforesaid "piggybacking".

NOW THEREFORE, having found it to be in the public interest, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.

2. Incorporation of Original Contract. The Original Contract is incorporated by reference; however, in the event of any conflict, this Agreement shall control. The Contractor affirms and ratifies the terms and conditions of the Original Contract and agrees to perform the services set forth therein for the Town in accordance with the terms of said Contract until the Work is completed. Contractor further agrees that for the purposes of interpretation and enforcement of this Agreement, the term "Town of Lake Hamilton" shall be substituted for the term "City of Lake Wales" throughout the Original Contract.

The Town enters this Agreement pursuant to a cooperative purchasing or "piggyback" method permitted under applicable procurement laws and policies of the

Town. Contractor confirms that the pricing, terms, and conditions available under the Original Contract are available to the Town to the extent incorporated herein.

3. Scope. Contractor shall provide all services, labor, materials, and equipment necessary for the Work as set forth in the proposal attached hereto as Exhibit "A" (the "Proposal"), which is hereby incorporated and made a part of this Agreement.

Any changes to the scope, deliverables, or schedule shall be in writing and executed by authorized representatives of both Parties. If the Original Contract includes a change order process, such process is incorporated and adapted for the Town, provided that change orders will reference this Agreement and Exhibit "A".

The Town may issue Purchase Orders or Task Orders referencing this Agreement and Exhibit "A". In the event of conflict between a Town-issued order and this Agreement, this Agreement governs unless otherwise expressly agreed in writing. Time is of the essence with respect to Contractor's obligations.

4. Term. The initial term of this Agreement shall commence on the Effective Date and continue through the term of the Original Contract unless earlier terminated as provided in this Agreement.

5. Pricing, Compensation, and Invoicing. The Town shall compensate Contractor in accordance with the pricing, rate schedules, and discount structures provided under the Original Contract, as may be adapted for the Town. Where the Original Contract includes price adjustment mechanisms, such mechanisms shall apply subject to any Town-specific adjustments.

Contractor shall invoice the Town in accordance with the invoicing procedures in the Original Contract, as adapted to the Town's accounts payable requirements. Invoices shall identify the Agreement/Work, Purchase Order number (if applicable), line-item detail consistent with Exhibit "A", and applicable sales/use taxes.

The Town's obligations under this Agreement are contingent upon lawful annual appropriation of sufficient funds. If funds are not appropriated, the Town may terminate this Agreement without penalty upon written notice, effective at the end of the then-current funding period.

6. Standards of Performance; Personnel; Safety. Contractor shall perform the work in a professional and workmanlike manner, consistent with industry standards and the Original Contract. Contractor shall provide qualified personnel and shall be responsible for its employees, agents, and approved subcontractors. Any subcontracting shall comply with the Original Contract requirements and any Town restrictions. Contractor remains

responsible for all subcontractor performance. Contractor shall comply with all site-specific rules and applicable safety policies and security requirements.

7. Compliance; Licenses; Permits Legal Compliance. Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this Agreement. Contractor shall obtain and maintain all required licenses and permits necessary to perform the Work. Contractor shall comply with E-Verify, public records, and other municipal procurement compliance obligations to the extent required by law and as reflected in the Original Contract, adapted for the Town, and as reflected in this Agreement.

8. Warranties; Remedies. Any warranties provided under the Original Contract are incorporated herein by reference and shall apply to the services furnished to the Town. Remedies available under the Original Contract are incorporated herein, subject to the limitations and adaptations in this Agreement and applicable law.

9. Insurance and Indemnification. Contractor shall maintain insurance coverage at levels not less than those required under the Original Contract. Certificates of insurance and endorsements naming the Town as an additional insured (where applicable) shall be provided prior to commencement. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Town, its officials, employees, and agents from any claims, damages, losses, or expenses arising out of Contractor's work.

10. Termination. The Town may terminate this Agreement at any time for convenience or cause without penalty. Either Party may terminate for cause upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within ten (10) days after receiving notice in writing of such breach. The Town may suspend performance for its convenience or for safety, legal, or funding reasons upon written notice to Contractor.

10. Public Records. Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. To the extent required, Contractor shall retain and produce records related to this Agreement upon request, and shall transfer records to the Town upon termination.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS AT:

Town of Lake Hamilton
Attn: City Clerk
100 Smith Ave
Lake Hamilton, FL 33851 (863) 439-1910 ext 110
Jborja@townoflakehamilton.com

11. Notices. All notices shall be in writing and delivered by hand, certified mail, or nationally recognized overnight courier to the following addresses, or as otherwise updated by written notice:

To the Town:

Town of Lake Hamilton
Attn: Brittney Sandoval, Town Manager
100 Smith Ave
Lake Hamilton, FL 33851
BSandoval@townoflakehamilton.com
With Copy to:

Anthony Sabatini, Town Attorney
Sabatini Law Firm, P.A.
1601 E. 1st Ave.
Mount Dora, FL 32757
anthony@sabatinilegal.com

To Contractor:

Coastal Pump & Equipment, Inc.
Attn: Thomas Shelley, Branch Manager
3747 Lake Hamilton Drive West
Winter Haven, Florida 33881
Email: sales@cpeuip.net

12. Governing Law. This Agreement shall be governed by the laws of the State of Florida. Venue shall lie in Polk County.

13. Entire Agreement. This Agreement, including its exhibits and the incorporated Original Contract, constitutes the entire agreement between the Parties and supersedes prior discussions related to the subject matter. Amendments must be in a writing signed by authorized representatives of both Parties. This Agreement may be executed in counterparts and by electronic signatures, each of which shall be deemed an original.

(Signatures on Following Page)

SIGNATURES

COASTAL PUMP & EQUIPMENT, INC.

By: _____

Thomas J. Shelley, Branch Manager

TOWN OF LAKE HAMILTON

By: _____

Brittney Sandoval, Town Manager

9.D

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Patrick Henry, Public Services Director

AGENDA ITEM: Consider Authorization to Expend Funds for Priority Water Main Improvement Projects Utilizing Existing Piggyback Contract.

DATE: July 7, 2026

SUMMARY & RECOMMENDATION:

The Town budgeted approximately $1,500,000 in Water Capital Improvement Funds during the current fiscal year to address priority asbestos cement water main replacement projects.

The Lake Hatchineha Road Water Main Replacement Project was previously approved by the Town Commission. Staff is requesting authorization to proceed with the East Gunter Street Water Main Abandonment Project, Scenic Highway Water Main Replacement Project, and 6th Street Water Main Replacement Project utilizing the Town's existing piggyback agreement with Killebrew, Inc. under Polk County Contract No. 2024-084.

The current estimated costs for all five priority asbestos cement water main projects are summarized below:

Project Estimated Cost

Lake Hatchineha Road Water Main Replacement $559,307.58

East Gunter Street Water Main Abandonment $134,652.14

Scenic Highway Water Main Replacement $266,462.11

6th Street Water Main Replacement $383,017.18

7th Street Water Main Replacement $378,534.02

Total Estimated Program Cost $1,721,973.03

The total estimated cost for the three projects included in this agenda item is $784,131.43.

Based on current funding availability, staff anticipates completing four of the five projects during the current fiscal year, including Lake Hatchineha Road, East Gunter Street, Scenic Highway, and 6th Street.

The 7th Street Water Main Replacement Project is anticipated to be deferred until Fiscal Year 2026-2027. As part of the upcoming budget process, staff intends to request that remaining unspent Water Capital Improvement funds be rolled forward into the next fiscal year and combined with additional appropriations necessary to complete the 7th Street Water Main Replacement Project.

This phased approach allows the Town to continue its long-term effort to remove aging asbestos cement infrastructure while maintaining fiscal responsibility and minimizing impacts to future capital planning.

The total estimated cost of all five projects exceeds the current fiscal year budget by approximately $221,973.03. Deferring the 7th Street Water Main Replacement Project allows the Town to complete the remaining priority projects while incorporating the final project into the Fiscal Year 2026-2027 capital improvement program.

Staff recommends that the Town Commission take the following action:

1. Authorize the expenditure of funds for the East Gunter Street Water Main Abandonment Project utilizing the Town's existing piggyback agreement with Killebrew, Inc. under Polk County Contract No. 2024-084.

2. Authorize the expenditure of funds for the Scenic Highway Water Main Replacement Project utilizing the Town's existing piggyback agreement with Killebrew, Inc. under Polk County Contract No. 2024-084.

3. Authorize the expenditure of funds for the 6th Street Water Main Replacement Project utilizing the Town's existing piggyback agreement with Killebrew, Inc. under Polk County Contract No. 2024-084.

Approval of these items will allow staff to continue the Town's proactive replacement of aging asbestos cement water mains, improve system reliability, reduce future maintenance concerns, and advance the Town's long-term water system capital improvement program.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain:

Project Estimated Cost

Lake Hatchineha Road Water Main Replacement $559,307.58

East Gunter Street Water Main Abandonment $134,652.14

Scenic Highway Water Main Replacement $266,462.11

6th Street Water Main Replacement $383,017.18

7th Street Water Main Replacement $378,534.02

Total Estimated Program Cost $1,721,973.03

The total estimated cost for the three projects included in this agenda item is $784,131.43.

GL Code 401-533-632

RECOMMENDATION:

ATTACHMENT(S):
Budget Lake Hamilton E Gunter St WM Abandonment.xlsx
Budget Lake Hamilton Scenic Hwy WM Replacement.xlsx
Budget Lake Hamilton 6th St WM Replacement.xlsx
Agreement to Piggyback a contract for services_signed.pdf
Contract 2024-084 RFP 24-246 Master Agreement Package - Killebrew Inc.pdf
Piggyback Letter Lake Hamilton.doc

RFP 24-246 Utilities Construction Services -- Contract No. 24-084

BUDGET

PROJECT NAME: Lake Hamilton E Gunter St WM Abandonment **DATE: June 16, 2026**

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	Mobilization Reimbursement per Work Order Total				
3	$50,001 And Over	1	EA	$9,000.00	$9,000.00
	Restoration, Includes Maintaining for 30 Days After Completion				
8	Sodding - Bahia	500	SY	$6.00	$3,000.00
	Clearing and Grubbing				
17	Clear Right-of- Way and Haul Off and Dispose Offsite (truck measure)	36	CY	$62.00	$2,232.00
	Earthwork				
19	Excavation of Unsuitable Material - Haul Offsite and Dispose (truck measure)	36	CY	$45.00	$1,620.00
20	Borrow (truck measure)	36	CY	$45.00	$1,620.00
21	Pipe Bedding - Crushed Stone	18	CY	$75.00	$1,350.00
	Asphaltic Concrete Surface and Friction Courses				
22	1-1/2" Asphalt, Type S-III	50	SY	$60.00	$3,000.00
23	1" Asphalt Overlay, Type S-III	450	SY	$40.00	$18,000.00
26	Crushed Concrete Base 12" Thick	50	SY	$55.00	$2,750.00
27	Roadway Density Test	5	EA	$200.00	$1,000.00
28	Proctor	1	EA	$500.00	$500.00
29	Class I Concrete	5	CY	$900.00	$4,500.00
33	Remove and Dispose of Existing Asphalt and Concrete (truck measure)	18	CY	$55.00	$990.00
34	Milling	1	ED	$4,000.00	$4,000.00
	Traffic Control Devices				
42	Signs, Construction	300	ED	$4.00	$1,200.00
44	Traffic Cones	1200	ED	$2.00	$2,400.00
45	Flagger Person	160	HR	$50.00	$8,000.00
	C153 Mechanical Joint Cement Lined Fittings or Flanged Without Accessories				
212	6" Cap	2	EA	$65.00	$130.00
	Restrained Joint Devices, Bell Restraint, for Ductile Iron Pipe or PVC				
442	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 4"	2	EA	$135.00	$270.00
443	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 6"	2	EA	$150.00	$300.00
	Restrained Joint Devices, Fitting Restraint, for Ductile Iron Pipe or PVC				

RFP 24-246 Utilities Construction Services -- Contract No. 24-084

BUDGET

PROJECT NAME: Lake Hamilton E Gunter St WM Abandonment **DATE: June 16, 2026**

Item #	Description	Quantity	UOM	Unit Price	Extended Price
454	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 6"	2	EA	$200.00	$400.00
	Tapping Sleeve and Valve and Line Stops				
483	6" Line Stop, Temporary, up to 2 Days use	3	EA	$9,000.00	$27,000.00
	Initial Repair Excavation, for the First 20-Feet of Excavation at the Following Pipe Depths				
512	0'- up to 6' Depth	12	EA	$2,500.00	$30,000.00
	Dewatering				
536	Pump with Rock Sump	3	ED	$500.00	$1,500.00
	Water Services				
663	8" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	3	EA	$1,125.00	$3,375.00
675	2" x 3/4" Meter Connection - Single Service Line and Meter Box	2	EA	$750.00	$1,500.00
676	2" x 3/4" Meter Connection - Double Service Line and Meter Box	1	EA	$1,000.00	$1,000.00
	Final Record Documents (4 originals signed and sealed by RSM) Locations to be in Accordance with State Plane Coordinate System				
692	Record Document Maintenance and Preparation	5	HR	$75.00	$375.00
693	Record Document Certification by Registered Surveyor and Mapper (RSM)	5	HR	$100.00	$500.00
694	Surveyor (Include Construction Layout)	10	HR	$150.00	$1,500.00
	Cost Plus 10% (Quantity Zero for Purposes of Bid)				
711	Public Construction Bond	1	EA	$1,640.14	$1,640.14
				GRAND TOTAL:	$134,652.14

RFP 24-246 Utilities Construction Services -- Contract No. 24-084

BUDGET

PROJECT NAME: **Lake Hamilton Scenic Hwy WM Replacement** **DATE:** **June 11, 2026**

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	Mobilization Reimbursement per Work Order Total				
3	$50,001 And Over	1	EA	$9,000.00	$9,000.00
	Restoration, Includes Maintaining for 30 Days After Completion				
8	Sodding - Bahia	1200	SY	$6.00	$7,200.00
	Control and Abatement of Erosion and Water Pollution				
14	Staked Silt Fence	900	LF	$3.00	$2,700.00
	Clearing and Grubbing				
17	Clear Right-of- Way and Haul Off and Dispose Offsite (truck measure)	72	CY	$62.00	$4,464.00
18	Tree Trimming Services	4	ED	$1,500.00	$6,000.00
	Earthwork				
19	Excavation of Unsuitable Material - Haul Offsite and Dispose (truck measure)	36	CY	$45.00	$1,620.00
20	Borrow (truck measure)	36	CY	$45.00	$1,620.00
21	Pipe Bedding - Crushed Stone	108	CY	$75.00	$8,100.00
	Asphaltic Concrete Surface and Friction Courses				
22	1-1/2" Asphalt, Type S-III	200	SY	$60.00	$12,000.00
26	Crushed Concrete Base 12" Thick	200	SY	$55.00	$11,000.00
27	Roadway Density Test	50	EA	$200.00	$10,000.00
28	Proctor	1	EA	$500.00	$500.00
33	Remove and Dispose of Existing Asphalt and Concrete (truck measure)	50	CY	$55.00	$2,750.00
	Traffic Control Devices				
40	Barricade Type I or II, With Warning Light	1500	ED	$2.00	$3,000.00
42	Signs, Construction	300	ED	$4.00	$1,200.00
43	Arrow Boards - 5' Minimum Horizontal Size	60	ED	$50.00	$3,000.00
44	Traffic Cones	2400	ED	$2.00	$4,800.00
45	Flagger Person	240	HR	$50.00	$12,000.00
	PVC C900, for Water & Reclaimed Water Mains, 0' - 6' Depth				
72	6" C900 DR 18 PVC-BLUE	820	LF	$24.00	$19,680.00
	C153 Mechanical Joint Cement Lined Fittings or Flanged Without Accessories				
215	6" 90 Degree Bend	2	EA	$160.00	$320.00

RFP 24-246 Utilities Construction Services -- Contract No. 24-084

BUDGET

PROJECT NAME: Lake Hamilton Scenic Hwy WM Replacement **DATE: June 11, 2026**

Item #	Description	Quantity	UOM	Unit Price	Extended Price
240	6" Long Solid Sleeve Coupling	2	EA	$145.00	$290.00
	Gate Valve and Box, Resilient Seated				
259	6" Gate Valve and Box	3	EA	$1,225.00	$3,675.00
	Horizontal Directional Drill				
294	2" DR9 HDPE DIPS, Roadway Undercrossing	900	LF	$25.00	$22,500.00
	Restrained Joint Devices, Bell Restraint, for Ductile Iron Pipe or PVC				
443	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 6"	10	EA	$150.00	$1,500.00
	Restrained Joint Devices, Fitting Restraint, for Ductile Iron Pipe or PVC				
454	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 6"	8	EA	$200.00	$1,600.00
	Tapping Sleeve and Valve and Line Stops				
483	6" Line Stop, Temporary, up to 2 Days use	1	EA	$9,000.00	$9,000.00
484	8" Line Stop, Temporary, up to 2 Days use	1	EA	$11,000.00	$11,000.00
	Initial Repair Excavation, for the First 20-Feet of Excavation at the Following Pipe Depths				
512	0'- up to 6' Depth	25	EA	$2,500.00	$62,500.00
	Dewatering				
528	Well Point Pump Initial Set Up	2	EA	$50.00	$100.00
531	Well Point Header System Initial Set Up (501' and greater)	840	LF	$11.00	$9,240.00
532	Well Point Pump Operation and Maintenance	4	ED	$1,000.00	$4,000.00
535	Well Point Header System Operation and Maintenance (501' - greater)	3360	LF-ED	$1.00	$3,360.00
536	Pump with Rock Sump	5	ED	$500.00	$2,500.00
	Pipeline "Pigging"				
646	Clean New Pipeline With a "Pig", 4" - 8" Diameter Pipeline	820	LF	$2.00	$1,640.00
	Pipeline Pressure Testing				
650	Pipeline Pressure Testing Up To 8" Pipeline	820	LF	$2.00	$1,640.00
	Pipeline Chlorination / Sterilization in Accordance With PCHD Regulation				
654	Chlorinating up to 8" Pipeline	820	LF	$0.50	$410.00

RFP 24-246 Utilities Construction Services -- Contract No. 24-084

BUDGET

PROJECT NAME: Lake Hamilton Scenic Hwy WM Replacement **DATE: June 11, 2026**

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	Water Services				
662	6" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	3	EA	$1,100.00	$3,300.00
675	2" x 3/4" Meter Connection - Single Service Line and Meter Box	1	EA	$750.00	$750.00
676	2" x 3/4" Meter Connection - Double Service Line and Meter Box	2	EA	$1,000.00	$2,000.00
	Final Record Documents (4 originals signed and sealed by RSM) Locations to be in Accordance with State Plane Coordinate System				
692	Record Document Maintenance and Preparation	4	HR	$75.00	$300.00
693	Record Document Certification by Registered Surveyor and Mapper (RSM)	4	HR	$100.00	$400.00
694	Surveyor (Include Construction Layout)	4	HR	$150.00	$600.00
	Cost Plus 10% (Quantity Zero for Purposes of Bid)				
711	Public Construction Bond	1	EA	$3,203.11	$3,203.11
				GRAND TOTAL:	$266,462.11

RFP 24-246 Utilities Construction Services -- Contract No. 24-084

BUDGET

PROJECT NAME: Lake Hamilton 6th St WM Replacement **DATE: June 12, 2026**

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	Mobilization Reimbursement per Work Order Total				
3	$50,001 And Over	1	EA	$9,000.00	$9,000.00
	Restoration, Includes Maintaining for 30 Days After Completion				
8	Sodding - Bahia	1000	SY	$6.00	$6,000.00
	Clearing and Grubbing				
17	Clear Right-of- Way and Haul Off and Dispose Offsite (truck measure)	36	CY	$62.00	$2,232.00
18	Tree Trimming Services	4	ED	$1,500.00	$6,000.00
	Earthwork				
19	Excavation of Unsuitable Material - Haul Offsite and Dispose (truck measure)	72	CY	$45.00	$3,240.00
20	Borrow (truck measure)	72	CY	$45.00	$3,240.00
21	Pipe Bedding - Crushed Stone	108	CY	$75.00	$8,100.00
	Asphaltic Concrete Surface and Friction Courses				
22	1-1/2" Asphalt, Type S-III	50	SY	$60.00	$3,000.00
26	Crushed Concrete Base 12" Thick	50	SY	$55.00	$2,750.00
27	Roadway Density Test	30	EA	$200.00	$6,000.00
28	Proctor	1	EA	$500.00	$500.00
29	Class I Concrete	5	CY	$900.00	$4,500.00
33	Remove and Dispose of Existing Asphalt and Concrete (truck measure)	25	CY	$55.00	$1,375.00
	Concrete Sidewalk, Driveways and Curb Elements				
36	Concrete Sidewalk or Driveway 6" Thick	50	SY	$125.00	$6,250.00
	Traffic Control Devices				
40	Barricade Type I or II, With Warning Light	1125	ED	$2.00	$2,250.00
42	Signs, Construction	225	ED	$4.00	$900.00
43	Arrow Boards - 5' Minimum Horizontal Size	45	ED	$50.00	$2,250.00
44	Traffic Cones	1800	ED	$2.00	$3,600.00
45	Flagger Person	240	HR	$50.00	$12,000.00
	PVC C900, for Water & Reclaimed Water Mains, 0' - 6' Depth				
72	6" C900 DR 18 PVC-BLUE	100	LF	$24.00	$2,400.00
	C153 Mechanical Joint Cement Lined Fittings or Flanged Without Accessories				

RFP 24-246 Utilities Construction Services -- Contract No. 24-084

BUDGET

PROJECT NAME: Lake Hamilton 6th St WM Replacement **DATE: June 12, 2026**

Item #	Description	Quantity	UOM	Unit Price	Extended Price
240	6" Long Solid Sleeve Coupling	10	EA	$145.00	$1,450.00
254	Miscellaneous C153 MJ Fittings Not Listed (Sold By The Pound)	100	LB	$10.00	$1,000.00
	Gate Valve and Box, Resilient Seated				
259	6" Gate Valve and Box	1	EA	$1,225.00	$1,225.00
	Horizontal Directional Drill				
294	2" DR9 HDPE DIPS, Roadway Undercrossing	1200	LF	$25.00	$30,000.00
	Machine Pit and Pipe Insertion Pit Excavation				
308	Up to 4' deep	7	EA	$1,700.00	$11,900.00
	Pipe Bursting with SDR 11 HDPE DIP for Pressure Systems with Color Specific Striping				
374	6" Diameter	1100	LF	$50.00	$55,000.00
	MJ Adapter with Retainer Gland and MJ Accessories				
414	6" Diameter	10	EA	$225.00	$2,250.00
	Fire Hydrant Assembly				
441	Fire Hydrant Assembly	1	EA	$5,950.00	$5,950.00
	Restrained Joint Devices, Bell Restraint, for Ductile Iron Pipe or PVC				
443	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 6"	4	EA	$150.00	$600.00
	Restrained Joint Devices, Fitting Restraint, for Ductile Iron Pipe or PVC				
454	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 6"	20	EA	$200.00	$4,000.00
	Tapping Sleeve and Valve and Line Stops				
483	6" Line Stop, Temporary, up to 2 Days use	1	EA	$9,000.00	$9,000.00
	Initial Repair Excavation, for the First 20-Feet of Excavation at the Following Pipe Depths				
512	0'- up to 6' Depth	58	EA	$2,500.00	$145,000.00
	Dewatering				
528	Well Point Pump Initial Set Up	2	EA	$50.00	$100.00
529	Well Point Header System Initial Set Up (0' - 250')	240	LF	$13.00	$3,120.00
532	Well Point Pump Operation and Maintenance	5	ED	$1,000.00	$5,000.00

RFP 24-246 Utilities Construction Services -- Contract No. 24-084

BUDGET

PROJECT NAME: Lake Hamilton 6th St WM Replacement **DATE: June 12, 2026**

Item #	Description	Quantity	UOM	Unit Price	Extended Price
535	Well Point Header System Operation and Maintenance (501' - greater)	1200	LF-ED	$1.00	$1,200.00
536	Pump with Rock Sump	5	ED	$500.00	$2,500.00
	Pipeline "Pigging"				
646	Clean New Pipeline With a "Pig", 4" - 8" Diameter Pipeline	1200	LF	$2.00	$2,400.00
	Pipeline Pressure Testing				
650	Pipeline Pressure Testing Up To 8" Pipeline	1200	LF	$2.00	$2,400.00
	Pipeline Chlorination / Sterilization in Accordance With PCHD Regulation				
654	Chlorinating up to 8" Pipeline	1200	LF	$0.50	$600.00
	Water Services				
662	6" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	3	EA	$1,100.00	$3,300.00
675	2" x 3/4" Meter Connection - Single Service Line and Meter Box	3	EA	$750.00	$2,250.00
	Final Record Documents (4 originals signed and sealed by RSM) Locations to be in Accordance with State Plane Coordinate System				
692	Record Document Maintenance and Preparation	8	HR	$75.00	$600.00
693	Record Document Certification by Registered Surveyor and Mapper (RSM)	8	HR	$100.00	$800.00
694	Surveyor (Include Construction Layout)	8	HR	$150.00	$1,200.00
	Cost Plus 10% (Quantity Zero for Purposes of Bid)				
711	Public Construction Bond	1	EA	$4,585.18	$4,585.18
				GRAND TOTAL:	$383,017.18

AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES

BID BY ANOTHER GOVERNMENTAL ENTITY

WHEREAS, Killebrew, Inc., a Florida corporation (the "Contractor"), entered into an agreement dated October 16, 2024 with Polk County, a Florida municipal corporation or political subdivision of the State of Florida, for Utilities Construction Services pursuant to F.S. §287.057 (the "Contract").

WHEREAS, the Town of Lake Hamilton, a Florida municipal corporation (the "Town") has the legal authority pursuant to F.S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the Town desires to "piggyback" onto the above referenced Contract between the Contractor and Polk County for utilization of the same or similar services for Utilities Construction Services (the "Work") and the Contractor consents to the aforesaid "piggybacking".

NOW THEREFORE, having found it to be in the public interest,

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Contract with Polk County and agrees to perform the services set forth therein for the Town in accordance with the terms of said Contract until the Work is completed. Contractor further agrees that for the purposes of interpretation and enforcement of the subject Contract, the term "Town of Lake Hamilton" shall be substituted for the term "Polk County" throughout the Contract.

2. The Town agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Polk County Agreement until the Work is completed.

A. Public Records. Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, the Seller shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. The Seller shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law

for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

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

5. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Seller of the request, and the Seller must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

6. If Seller does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

7. A Seller who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

8. If a civil action is filed against a Seller to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Seller the reasonable costs of enforcement, including reasonable attorney fees, if:

(a) The court determines that the Seller unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Seller has not complied with the request, to the public agency and to the Seller.

9. A notice complies with subparagraph (8)b if it is sent to the public agency's custodian of public records and to the Seller at the Seller's address listed on its contract with the public agency or to the Seller's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage

or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

10. A Seller who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

IF THE SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Town of Lake Hamilton

Attn: City Clerk

100 Smith Ave

Lake Hamilton, FL 33851 (863) 439-1910 ext 110

Jborja@townoflakehamilton.com

CONTRACTOR NAME

Richard Bushart

By: Richard Bushart, Vice President

TOWN OF LAKE HAMILTON

By: Britnney Sandoval, Town Manager

WITNESS:

~~City Clerk~~ Denise Henderson

ATTEST:

City Clerk

WITNESS:

Kay Jo Bid well

MASTER AGREEMENT FOR UTILITIES CONSTRUCTION SERVICES

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida, 33830, and Killebrew, Inc. (the "Contractor"), a Florida corporation, located at 2830 Winter Lake Road, Lakeland, Florida 33803 and whose Federal Employer Identification Number is 59-2952542.

WHEREAS, the County desires to retain the services of a Contractor to provide construction services for planned and emergency projects for Polk County Utilities Division; and

WHEREAS, the County has solicited for these services via an advertised request for proposal ("RFP 24-246") to which the Contractor submitted a proposal thereto; and

WHEREAS, the Contractor has considerable expertise in water, wastewater and reclaimed water construction services; and

WHEREAS, the Contractor is able and agreeable to providing the County the construction related services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein.

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

1.0 Effective Date; Term

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

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in force and effect thereafter, unless sooner otherwise terminated as provided herein.

2.0 Services to Be Performed by Contractor

2.1 The County does hereby retain the Contractor to furnish those services and to perform those tasks (collectively, the "Services") further described in (i) the County's Request for Proposal RFP 24-246, to include all attachments and addenda, and (ii) the Contractor's responsive proposal thereto (collectively, (i) and (ii) are "RFP 24-246"), both of which are incorporated into this Agreement by this reference, attached as a composite Exhibit "A" and made a part of this Agreement. For purposes of this Agreement, a "Project" shall be defined as Services required by the County and performed by the Contractor, whether planned with advance notice, or

required and performed as a result of an emergency, each as further set forth and described below and in Exhibit "A-i" of this Agreement.

2.2 Planned Projects.

2.2.1 When the County requires the Contractor to perform Services for a planned Project, the County, by the Division Director, will issue a Work Authorization to the Contractor stating the specific scope of services, time schedule, and a maximum limit of compensation based on the unit prices listed in Exhibit "B", Fee Schedule, for the planned Project, and all provisions of this Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following Project information: (1) specific scope of services, (2) maximum amount of compensation, (3) Project schedule, (4) liquidated damages (if applicable), (5) Public Construction Bond (if applicable). Each Work Authorization shall become effective upon due execution and issuance of a purchase order.

2.2.2 Planned Work Authorizations $300,000 or greater shall be approved by the County Manager or Deputy County Manager 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.

2.2.3 The Contractor is not authorized to undertake any planned Project without a duly executed Work Authorization and corresponding purchase order, which shall specify the services to be performed and the time to be completed.

2.3 Emergency Projects.

2.3.1 When the County requires the Contractor to perform Services for an emergency Project, the County, by the Division Director, will notify the Contractor of the emergency, generally defined as life threatening, a health-related risk, acts of nature and equipment/product failure. The Contractor shall mobilize crew within forty-five (45) minutes of the first call on any given day, night, weekend, or holiday. The estimated cost will be set at time of said emergency. The services shall commence at once and a Work Authorization and purchase order will be issued when an accurate cost can be established. The Contractor shall provide the County with the estimated scope of work proposal within one (1) business day from emergency work beginning. The estimated emergency scope of work proposal shall be approved by the Division Director prior to the issuance of a purchase order. All provisions of this Agreement shall

apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization.

2.3.2 Once the complete scope of work can be determined, the Contractor shall provide a written scope of work proposal to the County project manager that includes the detailed scope of work, start date, end date or timeline if work is ongoing, and pricing based on the negotiated rates in the resulting agreement. Changes to an existing emergency Work Authorization and associated PO will require approval by the Division Director for revised Work Authorizations under $300,000 and approval by the County Manager or Deputy County Manager for revised work orders $300,000 or greater.

2.4 Non-Exclusive Provider. The Contractor recognizes and acknowledges that the County may employ several different contractors to perform the same or similar Services for the County and that the Contractor has not been employed as the exclusive agent to perform any such Services.

2.5 Work Authorizations Valid After Agreement Expiration. When the Contractor and the County enter into a Work Authorization for any Project where the term of the Work Authorization expires on a date that is later than the date that the Agreement expires, the Contractor and the County agree that the terms of this Agreement and any amendments, attachments or provisions thereof shall automatically extend through and until the expiration (including any extension or amendment thereto) or full completion of the requirements of the Work Authorization have been performed. Cancellation by the County of any remaining services prior to the Contractor's full completion of the requirements of the Work Authorization shall cause the terms of this Agreement to terminate at the same time. This Section 2.5 applies only when the expiration of the Work Authorization extends beyond the expiration of this Agreement. This section does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation

3.1 General

3.1.1 The County shall pay the Contractor in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all in scope line items, which will be performed as billable services pursuant to this Agreement and the fee for each line item. Performance of work by line

items not listed on the fee schedule may be considered out of scope work. Out of scope work shall not be performed without prior written approval by the County, and doing so will result in nonpayment for such services.

3.1.2 Out of scope work is defined as necessary items of construction that are not included in the Scope of the Work as described in RFP 24-246 and this Agreement. If during the course of executing a planned or emergency Project, the Contractor determines there are necessary items of construction that are not included on Exhibit "B", the Contractor should submit an out-of-scope proposal for all out-of-scope work. The cost of the out-of-scope work shall not be greater than twenty percent (20%) of the cost of the in-scope work.

3.1.3 For all Work Authorizations greater than $100,000, the Contractor shall furnish a Public Construction Bond (PCB) in the amount of such Work Authorizations. For all Work Authorizations greater than $50,000 but less than $100,000, a determination will be made by the County if a PCB shall be required. A purchase order will be issued to the Contractor for the purpose of obtaining a PCB for the applicable Work Authorization. The Contractor must provide an original PCB to the Procurement Division prior to beginning work on the specified or approved Work Authorization for planned Projects only. For Emergency Projects requiring a PCB, the Contractor shall provide an original PCB to the Procurement Division within five (5) business days after the Notice to Proceed has been issued.

3.1.4 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written amendment to this 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 Work Authorizations in effect at the time of the amendment.

3.1.5 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual Work Authorization.

3.1.6 Each individual application for payment shall be due and payable twenty (20) business days after receipt by the County of correct, fully documented, application for payment, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices for payment must reference this Agreement, corresponding purchase order number and shall be delivered, as applicable based on the particular project. Payment is subject to

retainage in accordance with FS 218.735. The amount of retainage is five percent (5%) until such time retainage is reduced in accordance with the contract document or as provided in FS 218.735.

3.1.7 The Contractor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Polk County Utilities
1011 Jim Keene Blvd
Winter Haven, FL 33880

3.1.8 The Contractor will clearly state "Final Invoice" on the Contractor's final/last billing for the Services rendered to the County. The Contractor's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Contractor hereby waives any charges not properly included on its Final Invoice.

3.1.9 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Contractor's performance of the Service or the County's acceptance of any work.

3.1.10 By submitting an invoice, the Contractor's project manager or designated payroll officer is attesting to the correctness and accuracy of all charges.

3.2 Reimbursable Expenses

3.2.1 The Contractor's requests for payment of parts eligible for reimbursement under the terms of this Agreement shall be reimbursed at cost plus ten percent (10%) as stated in Exhibit "B" of this Agreement. The Contractor's requests for payment shall include copies of paid receipts, invoices, or other documentation acceptable to the County's Auditor. To qualify for reimbursement, the Contractor's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the Contractor's performance of the Services in accordance with this Agreement.

3.2.2 Contractor shall request reimbursement for PCB, if applicable, on the first application for payment; a copy of the bond premium invoice should be attached to the first application for payment and will be reimbursed at cost.

3.2.3 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 immediately surrendered by delivery to the County's Utilities Division offices upon demand following the termination of the Agreement.

3.2.4 Contractor shall maintain a current inventory of all such assets.

4.0 Contractor's Responsibilities

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

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

5.0 Ownership of Documents

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

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Contractor to fulfill its obligations under this Agreement, subject to the cure period provided in Section 27.0, by delivering written notice to the Contractor. Upon receipt of such notice, the Contractor shall:

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

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

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

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

7.0 No Contingent Fees

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

8.0 Assignment

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

9.0 Professional Associates and Subcontractors

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

10.0 Indemnification of County

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

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

11.0 <u>Insurance Requirements</u>

The Contractor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Contractor shall provide the 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. Contractor shall also provide an updated Certificate of Insurance upon renewal material change, cancellation, non-renewal or Insurer change. General Liability, Automobile and Workers' Compensation (including Employers Liability) 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 at least VIII. The Contractor's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County. In the event of any failure by the Contractor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Contractor suspend Contractor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Contractor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Contractor shall not be relieved of or

excused from the obligation to obtain and maintain such insurance amounts and coverage. In the event that the Contractor hires sub-contractors to do any part of the Contracted work shall be required to carry the same coverage as setout herein.

a. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

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

b. Commercial General Liability Insurance, naming the **County** (Owner) as an additional insured and/or Owner Protective Liability, when required by the County's Risk Manager, Contractual, Products and Completed Operations Liability coverage on an occurrence policy form in limits not less than those listed and deductible amounts not to exceed $25,000.

Aggregate Combined:	$2,000,000
Each Occurrence:	$1,000,000
M&C/CGL	$_____
Broad Form CGL	$1,000,000
Contractual Liability	$1,000,000
Products	$_____
Completed Operation	$1,000,000
Personal Injury	$_____
Independent Contractors	$_____
XCU Property Damage Excel	$_____
Excess Liability	$_____

Regarding Completed Operations Liability: Continue coverage in force for two (2) years after **County's** acceptance of the project.

c. Automobile Liability Insurance. Coverage shall be maintained by the **Contractor** as to the ownership, maintenance and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury & Property Damage Liability Combined Single Limit Each Accident	$1,000,000

Professional Liability in the amount of $2,000,000 per occurrence.

12.0 Public Construction Bond

12.1 All Public Construction Bonds shall be in the form prescribed by the Work Authorizations issued for each project except as otherwise provided by Laws or Regulations, and shall be executed by a surety authorized to do business in the State of Florida and as named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal

Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better. All bonds signed by an agent must be accompanied by a certified copy of authority to act and indicate that they are licensed to do business in the State of Florida. Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.

12.2 PCB's shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Laws or Regulations or by the Contract Documents.

12.3 The Contractor shall be required to furnish additional coverage for added work. The surety is required to increase the amount of the bond in the same amount of one or more change orders.

12.4 If the surety on a bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 12.1, the Contractor shall within ten (10) work days thereafter substitute another bond and surety, both of which must be acceptable to the County.

13.0 Public Entity Crimes

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

14.0 Non-Discrimination

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

15.0 Designation of Party Representatives

15.1 Upon receipt of a request from the Contractor, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County

to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

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

16.0 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.

17.0 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.

18.0 Independent Contractor

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

19.0 Public Records Law

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

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

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

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

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

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

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

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

20.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor.

21.0 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' fee s and other legal costs and expenses.

22.0 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 22. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Utilities Division
1011 Jim Keene Boulevard
Winter Haven, Florida 33880
Attention: Director

For Contractor: Killebrew, Inc.
2830 Winter Lake Road
Lakeland, Florida 33803
Attention: William Thomas, IV

23.0 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.

24.0 Annual Appropriations

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

25.0 Unauthorized Alien(s)

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

26.0 Contractor Representations

26.1 The Contractor hereby represents and warrants the following to the County:

26.1.1 Contractor is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

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

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

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

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

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

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

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

26.1.9 Each individual executing this Agreement on behalf of the Contractor is authorized to do so

27.0 Default and Remedy

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

28.0 Limitation of Liability

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

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

29.0 Waiver

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

30.0 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.

31.0 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.

32.0 Key Personnel

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

Name: William Thomas IV, PhD, PE

Name: Rich Bushart

Name: Ian Lund

33.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

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

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

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

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

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

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

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

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

(i) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

34.0 No Construction Against Drafter

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

35.0 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.

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

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

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: Alison Brown
Deputy Clerk

Date Signed By County 11/5/24

Polk County, a political subdivision of the State of Florida

By: _____
_____, Chairman
Board of County Commissioners

R.45

Reviewed as to form and legal sufficiency:

Sandra B. Hart 10/16/24
County Attorney's Office Date

ATTEST:

By: Denise Henderson

Denise Henderson
PRINT NAME

Corp Sect
TITLE

Date: 10/17/2024

Killebrew, Inc.,
a Florida corporation

By: _____

Richard Bushart
PRINT NAME

VP
TITLE

SEAL

ACKNOWLEDGEMENT OF FIRM IF A CORPORATION

STATE OF Florida County OF Polk

The foregoing instruments was acknowledged before me by means of [X] physical presence or [ ] online notarization this 10/17/2024 (Date) by Richard Bushart (Name of officer or agent) as VP (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and [X] is personally known to me or [ ] has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 10/17/24 (Date) Kay Jo Bidwell (Official Notary Signature and Notary Seal) Kay Jo Bidwell (Name of Notary typed, printed or stamped)

Commission Number HH 075215 Commission Expiration Date Feb 6, 2025

KAY JO BIDWELL
Notary Public - State of Florida
Commission # HH 075215
My Comm. Expires Feb 6, 2025
Bonded through National Notary Assn.

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 _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this_____(Date) By _____ (Name of acknowledging) who personally appeared before me at the time of notarization, and [ ] is personally known to me or [ ] has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

Affidavit Regarding the Use of Coercion for Labor or Services

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

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I currently serve as an officer or representative of the Nongovernmental Entity.

3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

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

Further Affiant sayeth naught.

Killebrew, Inc.
NONGOVERNMENTAL ENTITY


SIGNATURE

Richard Bushart
PRINT NAME

VP
TITLE

10/17/2024
DATE



Detail by Entity Name

Florida Profit Corporation
KILLEBREW, INC.

Filing Information

Document Number	K90178
FEI/EIN Number	59-2952542
Date Filed	05/22/1989
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	01/04/2019
Event Effective Date	NONE

Principal Address

2830 WINTER LAKE RD.
LAKELAND, FL 33803

Changed: 08/29/2008

Mailing Address

P O BOX 6258
LAKELAND, FL 33807-6258

Changed: 03/21/1996

Registered Agent Name & Address

HENDERSON, DENISE
2830 WINTER LAKE RD.
LAKELAND, FL 33803

Name Changed: 01/04/2019

Address Changed: 11/19/2012

Officer/Director Detail

Name & Address

Title P

THOMAS, WILLIAM C IV
10401 SALISBURY ST
RIVERVIEW, FL 33569

Title V

BUSHART, RICHARD S
10810 PATHFINDER TRL
LAKELAND, FL 33809

Title V

LUND, IAN A
6225 Elm Square E
LAKELAND, FL 33813

Title VTS

HENDERSON, DENISE M
207 ROGERS TERR
LAKELAND, FL 33803

Annual Reports

Report Year	Filed Date
2022	01/19/2022
2023	01/23/2023
2024	01/22/2024

Document Images

01/22/2024 -- ANNUAL REPORT	View image in PDF format
01/23/2023 -- ANNUAL REPORT	View image in PDF format
01/19/2022 -- ANNUAL REPORT	View image in PDF format
01/18/2021 -- ANNUAL REPORT	View image in PDF format
01/27/2020 -- ANNUAL REPORT	View image in PDF format
02/05/2019 -- ANNUAL REPORT	View image in PDF format
01/04/2019 -- Amendment	View image in PDF format
01/22/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
02/01/2016 -- ANNUAL REPORT	View image in PDF format
01/22/2015 -- ANNUAL REPORT	View image in PDF format
02/07/2014 -- ANNUAL REPORT	View image in PDF format
04/12/2013 -- ANNUAL REPORT	View image in PDF format
11/19/2012 -- Amendment	View image in PDF format
02/27/2012 -- ANNUAL REPORT	View image in PDF format
01/10/2011 -- ANNUAL REPORT	View image in PDF format
04/26/2010 -- ANNUAL REPORT	View image in PDF format
03/18/2009 -- ANNUAL REPORT	View image in PDF format
01/07/2008 -- ANNUAL REPORT	View image in PDF format

03/22/2007 -- ANNUAL REPORT	View image in PDF format
04/19/2006 -- ANNUAL REPORT	View image in PDF format
04/12/2005 -- ANNUAL REPORT	View image in PDF format
04/21/2004 -- ANNUAL REPORT	View image in PDF format
04/23/2003 -- ANNUAL REPORT	View image in PDF format
04/15/2002 -- ANNUAL REPORT	View image in PDF format
04/18/2001 -- ANNUAL REPORT	View image in PDF format
04/21/2000 -- ANNUAL REPORT	View image in PDF format
03/23/1999 -- ANNUAL REPORT	View image in PDF format
03/25/1998 -- ANNUAL REPORT	View image in PDF format
04/15/1997 -- ANNUAL REPORT	View image in PDF format
03/21/1996 -- ANNUAL REPORT	View image in PDF format
04/24/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Exhibit "A-i"

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from vendors that are interested in providing turn-key projects, including all engineering, permitting, and regulatory requirements for an indefinite quantity of various utility related construction projects 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: 24-246, Utilities Construction Services

Description: Deliver turn-key projects, including all engineering, permitting, and regulatory requirements for an indefinite quantity of various utility related construction projects.

Receiving Period: Prior to 2:00 p.m., Wednesday, May 29, 2024.

Bid Opening: Wednesday, May 29, 2024, at 2:00 p.m. or as soon as possible thereafter.

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

Special Instructions: A **NON-MANDATORY** pre-proposal meeting will be held Tuesday, April 30, 2024, 9:00 a.m. at the Utilities Administration Building, Room 63, located at 1011 Jim Keene Blvd, Winter Haven, FL 33880.

Questions regarding this RFP must be in writing and must be sent to Ari Goldstein, Senior Procurement Analyst, via email at arigoldstein@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Monday, May 20, 2024, 4:00 p.m.

RFP REGISTRATION

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

RFP Number: 24-246

RFP Title: Utilities Construction Services

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

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and six (6) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #24-246, Utilities Construction Services” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division

330 West Church Street, Room 150

Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	24-246
RFP Title	Utilities Construction Services
Due Date/Time:	May 29, 2024, prior to 2:00 p.m.
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email arigoldstein@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 24-246 Tab 1"

"RFP 24-246 Tab 2"

"RFP 24-246 Tab 3"

"RFP 24-246 Tab 4"

"RFP 24-246 Tab 5"

"RFP 24-246 Tab 6"

"RFP 24-246 Tab 7"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

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

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 24-246
Utilities Construction Services

Sealed proposals will be received in the Procurement Division, Wednesday, **May 29, 2024**, prior to 2:00 p.m.

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

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at https://www.polk-county.net/business/procurement/. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Ari Goldstein, Senior Procurement Analyst, via email at Ari Goldstein or via fax at (863) 534-6789. **All questions must be received by Monday, May 20, 2024, 4:00 p.m.**

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

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

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

INTRODUCTION

Polk County (the “County”), a political subdivision of the State of Florida, is seeking proposals from qualified and experienced Florida Certified Underground Utility Contractors and Licensed General Contractors (each a “Contractor”) with experience in underground construction, water and wastewater plants, including high service pump stations to provide the utility construction services described below.

Note: The terms “Contractor” and “Proposer” refer to the entity submitting a proposal for this RFP.

It is the intent of the County to enter into an agreement with one or more contractors for indefinite quantity and indefinite delivery for various utility related construction projects. The Contractor(s) will be expected to deliver turn-key projects, including all engineering, permitting, and regulatory requirements.

QUALIFICATIONS

The following qualifications are required to be considered responsive to this RFP and are to be provided under Tab 1 of the proposal:

- Current State of Florida Certified Underground Utility and/or General Contractors License
- Current State of Florida plumbing license.
- Contractors must employ one (1) Advanced M.O.T. trained person capable of modifying the FDOT Standard 600 index.
- A Letter of Bondability in the amount of $15,000,000 from a bonding agency named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.

SCOPE OF SERVICES

The scope of work as defined by this solicitation will be planned or emergency work. Planned and emergency projects include, but are not limited to, ruptured water mains, service laterals, meter sets, force mains and reclaimed water mains being minor in nature to many thousands of feet. Projects may also include, but not be limited to, concrete and asphalt repair; gravity sewer failure, manhole replacement; pipe bursting; maintenance of traffic control plan design, set-up and maintenance; site restoration; horizontal directional drilling; roadway restoration including storm sewer, subgrade, base, paving, striping, curb and gutter, and sidewalk restoration; wet taps; line stops; demolition; erosion control; dewatering; bypass pumping; system testing, inspection and disinfection; clearing; grubbing; grading; right-of-way restoration; treatment facilities repair; treatment facilities replacement, modification and demolition; metering stations; pressure booster stations and pump stations; professional land surveying for construction layout, as-built and design purposes; preparation and certification of design/construction plans and record drawings.

All work related to controls, instrumentation, and SCADA components shall be performed by an instrumentation integrator that has a continuing contract with Polk County and is not part of the scope of services required under this RFP.

Planned Projects

If more than one contractor enters an agreement with the County, the County shall determine which contractor will complete planned projects by performing an analysis based on contractors' expertise, experiences, and available personnel to complete the scope of services for each planned project as well as taking into consideration the amount of money contracted with each contractor under the resulting agreements (Attachment "B", Contractor Work Analysis Form).

Planned projects will have a set scope of work and will be reviewed and scheduled with the Contractor at completion of design. All survey work will be submitted as such: Horizontal Datum, (Coordinate System) Florida State Plane West; (Units) U.S. Survey

Feet; (Horizontal Datum) North American Datum of 1983 (NAD 83(2011)). Vertical Datum. North American Vertical Datum of 1988 (NAVD88).

The work will occur in city, county, and state rights-of-way, utility easements and County-owned property throughout Polk County.

From time to time, the County may have other contractors on site providing services under other County bids or contracts. The Contractor will coordinate with these contractors when necessary.

For any planned projects, the County will either provide the Contractor with a written work order or will request a scope of work proposal from the Contractor. The Contractor shall acknowledge the request and be available for a meeting and/or site visit within three (3) business days. Within 10 days of this meeting, the Contractor will provide a "work order" to include a detailed scope of work, anticipated start date, timeline, and pricing based on the negotiated rates in the resulting agreement. If a Public Construction Bond (PCB) is required, the cost of the PCB should be included in the scope of work proposal.

Planned project work order proposals $300,000 or greater shall be approved by the County Manager or Deputy County Manager prior to a purchase order (PO) being issued for the work. Planned project work order proposals under $300,000 shall be approved by the Division Director. A history of cumulative spend for all prior POs issued to the Contractor(s) under this RFP should also be attached to all work orders. No work is to be performed until a PO has been issued.

The Contractor shall coordinate with PCU Operations & Maintenance at (863) 298-4101 at least five (5) days prior to the anticipated start date prior performing any work on an active system. If Operations staff cannot be reached, notify the assigned PCU Construction Inspector or Utilities Project Manager (PM).

After a purchase order has been issued to the Contractor, it may only be revised for increases or decreases to the scope of work or the time needed to complete the work. If the Contractor or County requests changes in the scope of work, price, or time of any work order due to unforeseen circumstances while performing work on a planned project, written notice of each change shall be delivered to the County or the Contractor within seven (7) calendar days of the initial verbal request. Any changes to an existing work order and associated PO will require approval by the Division Director for revised work orders under $300,000 and approval by the County Manager or Deputy County Manager for revised work orders $300,000 or greater.

Emergency Work

Emergency repairs or replacement work may be needed during the term of the resulting agreement. Emergency work is generally defined as life threatening, a health-related risk, acts of nature and equipment/product failure, etc. When emergency work is needed, the County PM will notify the Contractor when the emergency occurs and will specify the needed work. The Contractor must be capable of being on site, mobilized and have a crew work ready within 45 minutes of the first call on any given day, night, weekend, or holiday.

Treatment facility work, pump station work, pipeline work, asphalt repair, and/or concrete repair will be on an as needed basis and the scope of work shall be set by the County at time of said emergency. The work shall commence at once and a work authorization with corresponding PO will be issued when an accurate estimate of cost can be established. The Contractor shall provide the County with the estimated scope of work proposal within one (1) business day from emergency work beginning. The estimated emergency scope of work proposal shall be approved by the Division Director prior to the issuance of a PO.

Once the complete scope of work can be determined, the Contractor shall provide a written scope of work proposal to the County PM that includes the detailed scope of work, start date, end date or timeline if work is ongoing, and pricing based on the

negotiated rates in the resulting agreement. Changes to an existing emergency work order and associated PO will require approval by the Division Director for revised work orders under $300,000 and approval by the County Manager or Deputy County Manager for revised work orders $300,000 or greater.

Out of Scope Work

The County shall not be obligated in any event for payment over the amounts identified on the PO. When preparing a work order, if it is known or reasonably anticipated that there are necessary items of construction that are not included on the Cost Sheet of the agreement or, during the course of executing a planned or emergency project, the Contractor determines there are necessary items of construction that are not included on the Cost Sheet, the Contractor should include out of scope pricing proposal for the out-of-scope work. No out-of-scope work shall be performed without prior written approval from the County. The cost of the out-of-scope work shall not be greater than twenty percent (20%) of the cost of the in-scope work.

Upon approval by the County, a request will be made for a scope of work identifying the in-scope work and out-of-scope work on individual lines. If the County does not agree with the costs, the Contractor will be required to resubmit the scope of work with the requested changes and potential cost reduction. The County will review the revised budget and, if accepted, a PO will be issued.

Work Coordination

The Contractor is responsible for coordination, protection, relocation, and restoration of existing utilities, irrigation systems, plants, shrubs, lighting, signs, fences, mailboxes, power poles, and other existing improvements within the work area. To apply for the installation of a temporary water meter, the Contractor shall contact Karen Murphy, or current Utilities Environmental Specialist, with the Polk County Utilities Division, 1011 Jim Keene Blvd, Winter Haven, Florida 33880, Phone number: (863) 298-4228. Meter fees and water usage billing shall be the responsibility of the Contractor.

Known or Field Located Utilities

During the performance of all work authorized under the resulting agreement, the Contractor shall follow the guidelines as set forth by Sunshine State One Call of Florida (SSOCF), and Governing Law of the Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statute (F.S.).

In the event that the Contractor or their subcontractor during the execution of the work breaks any known or field located pressure or gravity main identified under Sunshine One-Call guidelines, causing the disruption of service and/or an eminent hazard, it shall be the responsibility of the Contractor to immediately notify Polk County Utilities (PCU) Operations & Maintenance at the designated emergency telephone number and immediately undertake measures to repair the damaged utility, at no cost to the County. To that effect, the Contractor shall ascertain prior to initiating the work he has on hand the necessary repairing parts, tools, equipment, and labor without any delays carry out the repair work. PCU personnel shall witness repair work.

Acceptance of the Work

Within ten (10) calendar days of substantial completion of the work, a post-construction meeting will be scheduled. Attendees will include the County PM, Division representatives, and the Contractor. At such time, an inspection walk-through will be done for verification of completeness and quality of the work. The Contractor shall replace any workmanship or product found to be defective without additional charge to the County. The defective work shall be completed in an expedient and reasonable time frame but will not exceed 30 calendar days.

Bond Requirements

A. The Contractor must submit a Bid Bond (Exhibit I) in the amount of $10,000.This document must be submitted under Tab 1, Introduction.

B. The Contractor must submit a Letter of Bondability from their bonding agent stating their current single job limit and aggregate limit. This document must be submitted under Tab, 1 Introduction.

C. The Bid Bond and Public Construction Bonds (Exhibit II), as outlined below, shall be executed by a surety authorized to do business in the State of Florida and as named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A-VIII or better. All bonds signed by an agent must be accompanied by a certified copy of authority to act and indicate that they are licensed to do business in the State of Florida.

D. PCB's will be required prior to the issuance of purchase order, for the amount of the approved scope of work, as per the following outline:
    i. Scopes of work less than $50,000 will not require a PCB
    ii. Scopes of work greater than $50,000 and less than $100,000, a determination will be made by the County as to whether a PCB will be required
    iii. Scopes of work greater than $100,000 will require PCB

E. A purchase order will be issued to the Contractor for the purpose of obtaining a PCB for emergency work. The Contractor must provide an original PCB to the Procurement Division within five (5) days of the PO being issued for the emergency work.

F. A PCB will be reimbursed at cost to the Contractor on the first application for payment; a copy of the bond premium invoice must be attached to the first application for payment.

G. Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.

ASSIGNMENT

The Contractor will not be permitted to assign its agreement with the County.

AGREEMENT

The term of this agreement will be for five (5) years unless otherwise terminated.

Tab 1, Introduction

- Include a transmittal letter showing:
    - Company name
    - Name of person who can bind the company
    - Address
    - Telephone number
    - Email address
    - Indicate if company will be available to construct/support planned projects only or if company will be available to construct/support planned and emergency projects (as defined in the above scope of services).
- Provide a copy of the following:
    - Company's current State of Florida Certified Underground Utility and Excavation or General Contractors license
    - Current State of Florida plumbing license
    - Employee's Advanced M.O.T. training certificate showing they are capable of modifying the FDOT Standard 600 index.
    - Provide a Letter of Bondability from a bonding agent in the amount of $15,000,000.
- Provide the completed below Exhibits:
    - Exhibit I, Bid Bond in the amount of $10,000
    - Exhibit IV, Non-Collusion Affidavit of Prime Proposer
    - Exhibit X, Safety Requirements/Regulations
- Provide signed copies of the following:
    - Proposers Incorporation Information form
    - Affidavit Certification Immigration Laws form

- Employment Eligibility Verification (E-Verify) Certification form
- Provide signed copies of all addenda issued for this RFP.
- Any other information requested as a “must” item in any addendum.

Tab 2, Experience & Proficiency on Similar Contracts (30 Points)

- Provide a minimum of three (3) and a maximum of five (5) projects constructed within the past five (5) years for which your company constructed potable water, wastewater or reclaimed mains, pump stations,and water/wastewater treatment facilities under a continuing contract with a public utility as the prime contractor. At least two (2) of the projects must be emergencies your company was requested to respond to and the outcome of the emergency. **(Limit response to one (1) page per project)**
- For each project please provide:
    a. Name of entity
    b. Name and location of the project.
    c. Size and cost of the project.
    d. Project owner’s representative name, address, phone number, and email address.
    e. Date project was completed or is anticipated to be completed.
    f. The nature of the firm’s responsibility on the project and equipment types.
    g. Identify the key staff and their role on each project.
    h. Identify any subcontractors and their roles.
    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, etc.
    j. Provide the original time of completion and the actual time.
    k. Response time from the original call to the time your staff was on siteand ready to work (emergency projects only).
- List in-house, full-service capabilities. Include crew response time, crew availability, and equipment availability, including subcontractors. **(Limit response to one (1) page)**

- Define, in detail, the components of the work for both a planned project andan emergency project, including applicable project management, design, permitting, and construction management and scheduling. **(Limit response to two (2) pages)**
- Provide the number of registered complaints/business violations filed with any State Department of Professional Regulation, Polk County Building Division, or any governmental Building Division.

Tab 3, Technical & Personnel Resources (30 points)

- Provide an organizational chart of the team highlighting the key individuals and subcontractors who will perform the services as identified above. When identifying a subcontractor, please indicate the name of the person that will be the key individual assigned to the agreement and provide their resume. **(Limit response to one (1) page and one (1) page per resume)**
- List employees available to perform the services and provide resumes. The list should contain employees' names, licensures and/or certification statuses, work histories,lengths of time in current position, and lengths of time with current employer. A table format is preferred listing this information.
- The key staff presented in the Contractor's response shall be the staff utilized for the Agreement. Provide the resumes of the key staff to be utilized for the Agreement as identified above. **(Limit response to one (1) page per resume)**
- Demonstrate each key staff's availability to respond to the needs of planned projects. Please remember that you will also need to identify the key staff identified to be used under the subcontractors as identified above. **(Limit response to one (1) page for all key staff members)**
- List subcontractors to be used and their location from which resources will be committed to the Work. Include the subcontractors' capabilities and experience relative to this RFP's scope of service. Submit a copy of their applicable licenses and/or certifications qualifying them to perform the work. **(Limit response to one (1) page per subcontractor)**
- Describe your approach and methodology to provide the scope of services

requested in this RFP.

Tab 4, Cost (20 Points)

- Contractors must submit prices on all items listed on the Cost Sheet (Attachment "C") or your proposal will be considered non-responsive. Contractors should provide an electronic copy of the Cost Sheet in Excel format with their proposal. If during Elevation Level 4, Contract Negotiations, it is determined that additional services are needed, the cost amount submitted may also be negotiated.

Tab 5, 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 subcontractors that is a Polk County Entity to assist in performing the scope of work, then the Proposer will be allocated one (1) point for each subcontractor that is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity subcontractor(s) must have been identifiedunder Tab 3, Technical and Personnel Resources in order to qualify for point allocation.
- Provide documentation of the Proposer's headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.
- Provide documentation of the subcontractor's headquarters and local offices, if any, and the amount of time the subcontractor has been located at each such local office. Please also indicate the number of employees at the local office.
- Proposers or subcontractors 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, atwhich 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 fora 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 otherform 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 subcontractors in Tab 3 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 subcontractor does not assist in the performance of the scope of work (and is not replaced with an alternative subcontractor 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 connections with a proposal or agreement with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 6, 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 contractors. To that end we encourage all of our prime and professional services contractors to utilize W/MBE contractors where at all possible, irrespective of a company'scertification 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 subcontractors 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 subcontractor 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 subcontractor(s) must have been identified under Tab 3, Technical and Personnel Resources, in order to qualify for point allocation.

- Proposers or subcontractors will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
- If the Proposer or subcontractor 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 subcontractors in Tab 3 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 subcontractor does not assist in the performance of the scope of work (and is not replaced with an alternative subcontractor 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 proposalor 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 7, Surveys of Past Performance (10 Points)

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

EVALUATION CRITERIA AND SELECTION PROCESS

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

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

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

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

Elevation Level 1 (Procurement Requirements Assessment)

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

• Cost (Tab 4)	20 points
• Local (Tab 5)	5 points
• W/MBE Certification (Tab 6)	5 points
• Surveys of Past Performance (Tab 7)	10 points
Subtotal Points	40 points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

• Experience & Proficiency on Similar Contracts (Tab 2)	30 points
• Technical & Personnel Resources (Tab 3)	30 points
Subtotal Points	60 points
Total Points	100 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative

(including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

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

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

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

UNACCEPTABLE (0.0): The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

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

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

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

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

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds $100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed $100,000 in total.

Elevation Level 3 (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County Manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with

the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds $100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed $100,000 in total.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the User division, with the assistance of the Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

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

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds

$100,000. The County Manager may execute contracts that do not exceed $100,000 in total.

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CONTRACTOR INSTRUCTIONS AND GENERAL INFORMATION

<u>CONTRACTOR INSTRUCTIONS</u>: To ensure acceptance of this RFP, follow these instructions.

RFP SUBMITTALS MUST BE DELIVERED TO THE PROCUREMENT DIVISION PRIOR TO 2:00 P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **BID OPENING:** Contractors 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.

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

3. **TAXES:** Contractors are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this RFP.

4. **MISTAKES:** Contractors are required to examine the document, and all instructions pertaining to the requirements of this RFP. Failure to do so will be at Contractor's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by Contractor to any Cost Sheet entry must be initialed by the person who is identified under Tab 1, Introduction, as the person who can bind the Company.

5. **COST SHEET ERRORS:** Where Cost Sheet Submittals have erasures or corrections, each erasure or correction should be acknowledged by written initials of the authorized representative signing the RFP Submittal or their designee. The County reserves the right to reject any Cost Sheet Submittal with such erasures or corrections where the accuracy or intent of said Cost Sheet Submittal as corrected cannot be determined by County staff. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Cost Sheet Submittal will govern. The County staff will verify the extension of the unit prices to verify the correct amount. The County's figures shall prevail.

6. **INVOICING AND PAYMENT:** The successful Contractor shall submit a properly certified invoice to the County at the contract prices. An original invoice shall be submitted to the appropriate User Division. The Contractor shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the Contractor's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Contractor's performance of the Service or the County's acceptance of any work.

7. **LIABILITY:** The Contractor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this RFP and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

8. **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this RFP. If the Contractor uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Cost Sheet prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.

9. All additional requested information and Exhibits must be submitted within a reasonable period of time if chosen as the apparent Contractor after the Selection Process phase.
    - These items include:
        - Exhibit V, Non-Collusion Affidavit of Subcontractor
        - Exhibit VI-B, Good Faith Effort Documentation
        - Exhibit VII, Trench Safety Act Compliance
        - Exhibit VIII, Equal Employment Opportunity
        - Exhibit IX, Drug-Free Work Place Form
        - Exhibit X, Safety Requirements/Regulations
        - Exhibit XVIII, Certificate of Compliance
        - Exhibit XIX, Affidavit Certification Immigration Laws
        - Exhibit XXI, Scrutinized Companies Certification

10. All prices quoted are to be F.O.B. job site in Polk County, Florida. Cost Sheet amount shall be inclusive of all costs. Nothing herein shall prohibit the County from deleting line items and purchasing said items directly from a supplier if it is determined that there is sufficient sales tax savings to make purchasing by the County practical.

11. **MATERIAL AND CONSTRUCTION:** All material, equipment and construction furnished shall be new and shall be of good quality, workmanship and material. If silent in specifications, then the most acceptable industry-standard product shall be furnished and installed.

12. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Florida Statutes, Chapter 112. All Contractors must disclose with their RFP the name of any officer, director or agent who is also an employee of the County or any of their agencies. All Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the Contractor's firm or any of their branches.

13. **APPROVAL OF AGREEMENT:** The recommended Contractor(s) will be required to execute the agreement documents as outlined in the RFP package including, the Public Construction Bond, all signed exhibits and other required information stated in any addendums. The executed documents should be returned to Procurement within 10 working days of the documents being sent by Procurement to the Contractor for execution. After the executed documents are received back by Procurement, they will be given to the County Attorney's Office for approval to be added to a Board agenda for Board approval and execution by the Chairman of the Board.

    All agreements are subject to final approval of the Polk County Board of County Commissioners. Persons or firms which incur expenses or change position in anticipation of an agreement prior to the Board's approval do so at their own risk.

14. **SECURITY FORFEITURE:** If after Contractor's receipt of a notice of recommendation for award the successful Contractor(s) refuses or otherwise neglects to execute and deliver the required agreement documents, including all signed exhibits, required insurance documents and other required information stated in the addendums within a reasonable time, the amount of the Contractor's bid security (Bid Bond) may be forfeited and the award cancelled if such action is deemed to be in the best interests of the County. The Procurement Director will make the determination of "a reasonable time". It is recommended that the executed agreement documents be returned to Procurement within 10 working days of the documents being sent by Procurement to the recommended Contractor(s) for execution. No plea of mistake in the RFP or misunderstanding of the conditions of forfeiture shall be available to the Contractor for the recovery of their bid security or as a defense to any action based upon the neglect or refusal to execute the required agreement or furnish the required bonds and insurance certification.

15. **LAWS, CODES AND REGULATIONS:** The Contractor shall familiarize itself and comply with all Federal, State, County and City laws, codes, ordinances or regulations controlling the action or operation of those engaged in the Work, or

affecting materials or methods used, and govern itself in accordance with them. If the Contractor observes that there are conflicts between the Drawings and Specifications or between any other documents, they shall promptly notify the County in writing prior to the Proposal Receiving Date. Failure of the Contractor to notify the County of these variances shall not provide relief for compliance to the document as may be interpreted by the County. The Contractor shall hold harmless, to the fullest extent permitted by Florida Law, the County and all of its officers, agents or servants against any claims or liability arising from, or based upon the violations of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by itself or their employees.

16. **SAFETY REQUIREMENTS/REGULATIONS:**

16.1 All Contractors are required to submit with their RFP Submittal, Exhibit X, Safety Requirements/Regulations, which states that if the firm falls under the Occupational Health and Safety Administration (OSHA) Regulations, as interpreted by OSHA, the successful contractor will be able to provide, at the request of the County, a copy of their OSHA 300 Log for the past three (3) years, a copy of the Workers Compensation Modification Rate; a copy of the Contractor's Safety and Health Program, and a copy of the Contractor's Drug Free Workplace Program. Any questions regarding the compliance with this provision shall be directed to Polk County Safety and Loss Control Coordinator, Risk Management Division, (863) 534-5267.

16.2 The Contractor is hereby notified that if awarded the RFP and it involves work such as maintenance, repair, turnaround, renovation, construction or engineering on chlorine disinfection facilities or other covered process(es) must be able to provide, at the request of the County, the following items for review: OSHA 300 Log for past five (5) years, current safety program, training program and experience with other related processes. Documented evidence showing compliance with confined space entry, lockout/tagout, emergency response and safe work is required. All contract workers must comply with the facility's safe work practices and controls outlined in the facility safety manual and operating procedures.

16.3 The Contractor is hereby notified that if awarded the proposal they shall be responsible for maintenance of traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the Work. The Contractor shall construct and maintain detours and provide facilities for access to residences, businesses, etc., along the project. The contractor shall furnish, install, and maintain traffic control and safety devices during construction, furnish and install work zone pavement markings for maintenance of traffic in construction areas, and provide any other special requirements for safe and expeditious movement of traffic specified on the plans. Maintenance of Traffic includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Refer to Florida

Department of Transportation's (FDOT) latest edition of the Standard Specifications for Road and Bridge Construction and the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) for the minimum national standard for traffic control for highway construction, maintenance, and utility operation.

17. **LIQUIDATED DAMAGES:** Contractors are hereby advised that if the Agreement documents so indicate, a reasonable amount for liquidated damages may be assessed for Contractor's failure to meet stated specifications, schedule, or other relevant issues as determined by the County. Information regarding the composition of liquidated damages can be found with each work authorization. The liquidated damages are not intended as a penalty.

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

19. **PREFERENCE FOR DRUG-FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality and service are received; preference shall be given to a proposal received from a business that certifies that it has implemented a drug-free workplace program in accordance with Florida Statutes, Section 287.087. If there are two or more proposals that are equal and also certifies as a drug free workplace, then the tie proposal shall be broken as per the Polk County Procurement Procedures.

20. **REQUIREMENT TO LIST SUBCONTRACTORS:** The successful Contractor shall provide a list of all proposed subcontractors, other persons or entities (including those who are to furnish materials or equipment fabricated to a special design), the associated costs, and company classification on Exhibit VI-A, Subcontractor List, upon request by Procurement Staff. Exhibit VI-A may be requested prior to work beginning and again at the project close-out. The list must contain all subcontracted areas of work including those areas of work being self-performed. The total of work noted on this list must match the amount stated on the Cost Sheet.

    In addition, the successful Contractor should provide documentation reflecting their "Good Faith Effort" in securing the services of minority owned businesses for any appropriate subcontracted areas of work. This documentation shall be noted on Exhibit VI-B, Good Faith Effort, and shall be provided upon request by Procurement Staff.

21. **WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH (W/MBE's):** The County hereby notifies all Contractors that W/MBE's are to be afforded a full opportunity to participate in any proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin. The County asks that Contractors make good faith efforts to use qualified W/MBE subcontractors in preparing their proposal. The W/MBE's must be identified as such on the subcontractors list. Contractors are encouraged to contact the Supplier Diversity Office, at (863) 534-5959 or (863) 534-5901 for assistance. If a Contractor makes a good faith effort to find and utilize qualified W/MBE subcontractors, but is not successful, they have fulfilled the Good Faith Effort required. Good Faith Effort shall be described as the effort put forth by Contractors on construction proposals to solicit prices from women/minority contractors.

22. **EQUAL OPPORTUNITY FOR CONTRACTOS AND SUBCONTRACTORS:** Pursuant to U.S. Executive Order 11246, as amended, you are advised that under the provisions of government contracting, and in accordance with the Executive Order, contractors and subcontractors are obliged to take affirmative action to provide equal opportunity without regard to race, creed, color, national origin, age, or sex.

23. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or Cost Sheet by a Contractor that change the intent of the proposal will cause the proposal to be non-responsive and the proposal will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the proposal.

24. **UNIT PRICES:** Unless otherwise stated in this document, unit prices will be utilized to adjust the total compensation due the successful Contractor based on actual quantities provided as part of the Work and verified by the County. Significant changes in quantities, including deletion of any particular item are possible. Negotiation of unit prices shall not be allowed except under conditions of Force Majeure, where those conditions are sufficiently documented to the full satisfaction of the County. No other claim to negotiate unit prices will be considered after the Agreement is executed.

25. **CODE OF ETHICS:** If any Contractor violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFP, such Contractor may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which the RFP is submitted and shall be further disqualified from submitting on any future solicitations for work, goods, or services for the County.

26. **RFP PROTEST:** Any Contractor 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 Contractors who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at https://www.polk-county.net/business/procurement/protest-procedures.

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

GENERAL INFORMATION

1. The term "County" means the Polk County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents, or employees.

2. **NON-CONFORMANCE TO RFP CONDITIONS:** Services not delivered as per delivery date in the RFP and purchase order may result in Contractor being found in default, in which event any and all re-procurement costs may be charged against the defaulting Contractor. This non-conformance to RFP conditions may result in immediate cancellation of the purchase order.

3. **ASSIGNMENT:** Any purchase order issued pursuant to this RFP and the monies which may become due herein is not assignable.

4. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.

5. **FACILITIES:** The County reserves the right to inspect the contractor's facilities at any time, with prior notice.

6. **PLACING OF ORDERS:** The resulting Agreement of this RFP does not constitute an order. Before any services can be performed, the successful Contractor must receive written or oral notification in accordance with the practices of the User Division, as outlined within this RFP's Scope of Work, and the resulting Agreement.

7. **UNCONTROLLABLE FORCES (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.

8. **LAWS, CODES AND REGULATIONS:** The Contractor shall familiarize itself and comply with all Federal, State, County and City laws, codes, ordinances or regulations controlling the action or operation of those engaged in the Work, or affecting materials or methods used, and govern itself in accordance with them. If the Contractor observes that there are conflicts between the Drawings and Specifications or between any other documents, they shall promptly notify the County in writing. Failure of the Contractor to notify the County of these variances shall not provide relief for compliance to the document as may be interpreted by the County. The Contractor shall hold harmless, to the fullest extent permitted by Florida Law, the County and all of its officers, agents or servants against any claims or liability arising from, or based upon the violations of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by itself or their employees.

9. **INDEMNIFICATION:**

9.1 The Contractor shall indemnify, defend (by counsel reasonably acceptable to County) and hold harmless the County and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses and expenses, including attorney fees, including, but not limited to or resulting from the performance of its Work, provided that any such liability, claim, suit, demand, damage, loss or expenses (a) is attributable to bodily injury, personal injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting therefrom; and (b) is caused in whole or in part by an act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

9.2 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensations or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

9.3 The Contractor shall indemnify and hold harmless the County and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses or expenses (including attorney fees) arising out of any infringement of patent or copyrights held by others; and shall defend all such claims in connection with any alleged infringement of such rights.

10. **CONTRACTOR'S RESPONSIBILITIES:**

10.1 Supervision and Superintendence:

10.1.1 The Contractor shall provide at all times when the Work is being executed a competent superintendent to supervise and direct the Work in accordance with the Work Authorization. Prior to the commencement of the Work the Contractor shall provide a resume of the superintendent that will be assigned the responsibility to supervise the Work. If in the judgment of the County the proposed superintendent lacks the experience, skills and expertise to competently and efficiently supervise and direct the Work, then the County may require the Contractor to assign a different

superintendent and the Contractor will be required to submit the resume of the replacement for the same consideration as before. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the Contractor shall not be responsible for the negligence of others in the design or specifications of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Work Authorization. The Contractor shall be responsible to see that the completed Work complies accurately with the Work Authorization.

10.1.2 The Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the County, through the Professional, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications to the superintendent shall be as binding as if given to the Contractor.

10.2 Labor, Material and Equipment:

10.2.1 The Contractor shall provide and pay for competent, suitable, qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order on the site.

10.2.2 The Contractor shall furnish and pay for all material, equipment, labor, transportation, construction equipment machinery, tools, appliances, fuel, power, light, heat, telephone, water facilities, sanitary facilities, all other facilities and all other incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the Work Authorization.

10.2.3 All material and equipment shall be new and of good quality, except as otherwise provided in the Work Authorization. If required by the Professional, the Contractor shall furnish satisfactory evidence as to the kind and quality of material and equipment.

10.2.4 All material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, except as otherwise provided in the Work Authorization.

11. **SUBSTITUTE MATERIAL OR EQUIPMENT:** If the Contractor wishes to furnish or use a proposed substitute after the award of the Contract, it shall within thirty (30) calendar days after Notice to Proceed make written application to the Professional and the Project Manager for consideration of such substitute, certifying in writing that the proposed substitute: will perform adequately the duties imposed by the general design; be similar and of equal substance or quality to that specified; and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the prior written approval of the Professional. The application shall also contain an itemized estimate of all costs that may result directly or indirectly from acceptance of such substitute, including costs of redesign, delays, maintenance and claims of other contractors affected by the resulting change, all of which shall be considered by the Project Manager and the Professional in evaluating the proposed substitute. Approval of any change in costs or schedule as a result of acceptance of the substitute by the Professional shall be by Change Order.

12. **CONCERNING SUBCONTRACTORS:**

12.1 The Contractor shall be fully responsible for all acts and omissions of their Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent as if they were employed by the Contractor. Nothing in the Work Authorization shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The County may furnish to any Subcontractor, to the extent practical, evidence of amounts paid to the Contractor for specific Work done.

12.2 The Contractor shall identify and provide information on Subcontractors, Suppliers and other persons or organizations which shall be used by the Contractor, in accordance with requirements of the work authorization.

12.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing work among Subcontractor or delineating the Work to be performed by any specific trade.

12.4 The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Work Authorization and Purchase Order, including but not limited to the Contractor Instructions and General Information , for the benefit of the County.

12.5 All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between the Contractor and

the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the County as trustee. The Contractor shall pay each Subcontractor an appropriate amount, determined by the value of the Work, of any insurance monies received by the Contractor under this insurance.

13. **PERMITS:** The Contractor shall obtain and pay for all construction permits, licenses, governmental charges, inspection fees and all public utility charges which are applicable and necessary for the execution of the Work. All permit costs and public utility charges shall not be included in the base proposal. Permit fees, if any, will be reimbursed to the Contractor on a separate invoice. Any delays associated with the permitting process will be considered for time extensions only; however, no damages or additional compensation for delay will be allowed.

14. **USE OF PREMISES:**

14.1 The Contractor shall confine their equipment, storage of material, storage of equipment and the operations of their workers to the areas permitted by law, ordinances, permits or the requirements of the Work Authorization. The Contractor shall not unreasonably encumber the site with material and equipment. Any loss or damage to the Contractor's or any Subcontractor's equipment is solely at the risk of the Contractor.

14.2 During the progress of the Work, the Contractor shall keep the premises free from accumulations of waste material, rubbish and other debris or contaminates resulting from the Work. At the completion of the Work, the Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the County at substantial completion of the Work. The Contractor shall restore to original condition all property so designated for alteration by the Work Authorization.

14.3 The Contractor shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The Contractor shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

15. **SAFETY AND PROTECTION:**

15.1 The Contractor shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury, or loss to:

15.1.1 All employees on the Work and other persons who may be affected by it.

15.1.2 All the Work and all material or equipment to be incorporated, whether in storage on or off the site. The Contractor shall assume all risk of loss for stored equipment or material, irrespective of whether the Contractor has transferred the title of the stored equipment or material to the County.

15.1.3 Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

15.2 The Contractor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Contractor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock Out/Tag Out of Hazardous Energy. The Contractor is required to comply with OSHA Standards regardless of the number of employees they may have.

15.3 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists; or from one or more practices, means, methods, operations or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation:	The correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.
Second violation	May result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Contractor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.
Third violation	This may constitute a breach of contract for safety violations and may result in termination of the contract, at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

15.4 Should the work site be in a hazardous area, the County may furnish the Contractor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets or any other information that would assist the Contractor in the planning of a safe work site.

15.5 The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA) are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

15.6 The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent, unless otherwise designated in writing by the Contractor to the Professional. All communications to the superintendent shall be as binding as if given to the Contractor.

15.7 Should there be catastrophic injuries, as defined by OSHA, or a fatality on the worksite, the County Safety Manager, Risk Management Division, (863) 534-5267, shall be notified immediately. The Contractor shall promptly report by telephone and in writing to a County Representative and Professional all accidents arising out of or in connection with the Work which cause death, personal injury (defined by OSHA as a "lost time" accident), or property damage in excess of $500.00; giving full details and statements of any witnesses. County Representatives are defined as

follows: The Division Director or the authorized representative, the division Project Manager and County Risk Management. Non-adherence to this policy could be cause for disqualification of the Contractor on future County Projects.

15.8 Should the County Safety Manager, require the OSHA 300 Log, a written safety and health plan and/or training documents, these documents shall be at this office within 24 hours of the request. Failure to provide the documentation within that time frame may cause the job to be shut down, at no expense to the County, until such documents are received.

15.9 In any event the County may stop the work when, in the County's opinion, the work is being performed in violation of any health and safety rules, regulations or laws. This includes environmental issues.

15.10 When it becomes necessary to stop the work for any of the reasons contained herein, the County shall issue a Stop Work Authorization to instruct the Contractor to cease work on the project. The County shall not be penalized in any manner as a result of this Stop Work Authorization.

16. EMERGENCIES:

16.1 In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the Contractor is obligated to prevent or mitigate threatened damage, injury or loss. The Contractor shall give the County written notice that the emergency provision has been invoked and shall state the reasons within twenty-four (24) hours of the incident. If the Contractor believes the emergency results in additional Work, a claim for a Change Order may be submitted in accordance with the procedures set forth herein.

16.1.1 The Contractor shall immediately notify the County of all events involving personal injuries to any person on the site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) calendar days of the occurrence.

16.1.2 If the County determines that a change in the Work Authorization is required because of the action taken by the Contractor in response to such an emergency, a Change Order will be issued to document the consequences of such action.

17. WARRANTY AND GUARANTEE:

17.1 The Contractor warrants and guarantees to the County that all material and equipment will be new, unless otherwise specified; and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Work Authorization or such inspections, tests, approvals or all applicable building, construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the Contractor by the Project Manager. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

17.2 If, after approval of final payment and prior to the expiration of one year after the date of final completion and acceptance by the County, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work or material are found to be defective, incomplete or otherwise not in accordance with the Work Authorization, the Contractor shall promptly, without cost to the County and in accordance with the County's written instructions, either correct such defective Work or, if it has been rejected by the County, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instructions, the County may have the defective Work corrected, removed or replaced. All direct and indirect costs of such action will be paid by the Contractor.

18. **INSURANCE REQUIREMENTS:** The selected firm, if any, shall maintain, at all times, in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt contractors, Employers Liability in the amount of $1,000,000. Commercial General Liability Insurance $2,000,000 combined single limit of liability for bodily

injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance $1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. Professional Liability Insurance in the amount of $2,000,000 per occurrence. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

19. **AFFIRMATION:** By submitting their proposal, the Contractor 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 Contractor has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Contractor has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Contractor has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

20. **DEVELOPMENT COSTS:** Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. Contractors should prepare their proposals simply and economically, providing a straightforward and concise description of the Contractor's ability to meet the requirements of the RFP.

21. **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/business/procurement. It is the sole responsibility of the Contractors to check the website to ensure that all available information has been received prior to submitting a proposal.

22. **APPLICABLE LAWS AND COURTS:** This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The Contractor shall comply with all applicable federal, state and local laws and regulations.

23. **PROPOSAL ACCEPTANCE PERIOD:** A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal

opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

24. **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.

25. **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 Contractors should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the Contractors 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.** Contractors should provide a redacted copy of proposal with submittal.

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

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

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

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

    Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine

employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit **www.dhs.gov/e-verify** or contact USCIS at **1-888-464-4218.**

28. **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.

29. **LIMITATIONS:** The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Contractors will not be compensated by the County for costs incurred in preparation of responses to this RFP.

30. **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.

31. **PROHIBITION AGAINST CONSIDERING CONTRACTOR INTERESTS:** In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Contractor's social, political, or ideological interests when determining if the Contractor is a responsible vendor; or (ii) give preference to a Contractor based on the Contractor's social, political, or ideological interests.

32. **PUBLIC RECORD LAWS**

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

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

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

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

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

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

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

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

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

A. Certification(s)

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

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

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

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

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

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

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

(i) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

34. **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.

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all proposers and submitted with their RFP 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 Proposer must complete and submit this form prior to award. The Successful Proposer must invoice using the company name listed above.

ATTACHMENT "A"
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

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

Sending the Survey

The surveys shall be sent to all clients for whom the Contractor has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included, Procurement will only use those identified under Tab 2.

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

Item	Description
CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Utilities Construction Services for Hillsborough County X Project), etc.
COST OF SERVICES	Cost of services (e.g., $3,000,000)
DATE COMPLETE	Date when the services were completed. (e.g., 5/31/2023)

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

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

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

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

Preparing the Surveys

1. The Contractor is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Contractor should enter the past clients' contact information, and project information on each survey form for each reference. The Contractor should also enter their name as the Contractor being surveyed.
3. The Contractor is responsible for ensuring all references/surveys are included in their submittal under Tab 7.
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 24-246, Utilities Construction Services

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 Contractor being surveyed:

_____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 24-246, Utilities Construction Services

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 24-246, Utilities Construction Services

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

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

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

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

Executed this _____ day of _____, 20____.

ATTEST:	**CONTRACTOR:**
By: _____	By: _____
PRINTED NAME: _____	PRINTED NAME: _____
Its: _____	Its: _____

Cost Sheet

(Submittal Page)

Attachment “C” Cost Sheet for this RFP is available on the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder “**RFP 24-246 Utilities Construction Services.zip**”, select “Open” or “Save As” to download the Excel Cost Sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

The Cost Sheet is in Excel format and is to be submitted with your bid submittal.

Deviation from the Cost Sheet is strictly prohibited and will not be accepted. The Cost Sheets are locked, and you need only enter the unit. The Cost Sheet will automatically calculate the extension; therefore, you must enter the Unit Cost per the Unit of Measure as requested on the Cost Sheet.

EXHIBIT I: BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____(hereinafter called the Principal) and _____(hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of _____,and authorized to do business in the State of Florida, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, in the full and just sum of ten thousand and 00/cents dollars ($10,000.00) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of _____

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total purchase order price, if applicable, in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____day of _____ 20___.

ATTEST: PRINCIPAL: _____

BY: _____ (SEAL)

_____ Authorized Signature (Principal)

Witness

_____ _____

Witness Printed Name

_____

Title of Person Signing Above

ATTEST: SURETY: _____

Printed Name

_____ BY: _____ (SEAL)

Witness Attorney in Fact

_____ _____

Witness Printed Name

_____

Business Address

NOTES:

1. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
2. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

EXHIBIT II: PUBLIC CONSTRUCTION BOND

FRONT PAGE
F.S. CHAPTER 255.05

BOND NO.: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY: _____

_____

_____

OWNER NAME: Polk County, a political subdivision of the State of Florida
OWNER ADDRESS: 330 W. Church St
Bartow, FL 33830
OWNER PHONE NO: (863) 534-6757

OBLIGEE NAME: (if contracting entity is different from the owner, the contracting public entity) _____

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: $_____

CONTRACT NUMBER: _____

GENERAL DESCRIPTION OF PROJECT: _____
_____
_____
_____

PROJECT LOCATION: _____

EXHIBIT II (cont'd): PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____

_____, (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of $_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract executed between Principal and County for construction of the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and
3. Pays County all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

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

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

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

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

EXHIBIT III: PAYMENT OF STORED MATERIALS

As regards payment for stored materials on RFP # 24-246, Utilities Construction Services, and the inclusion by _____(Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

AS TO THE PERFORMANCE BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Performance Bond for the failure or default by Principal for any reason to timely use or incorporate the materials in the project. This certification applies to both the materials and associated labor with respect to Principal's obligation to timely complete the project according to the contract specifications.

AS TO THE LABOR AND MATERIALS PAYMENT BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Labor and Materials Payment Bond to ensure that all materialmen, laborers, suppliers, and subcontractors having claims or disputes pertaining to the procurement and properly authorized storage of these materials are promptly paid by Principal.

Entered into this _____ day of _____, 20__, by _____

_____ (Name of Surety)

_____

Authorized signature of Surety

EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of _____)

SS

County of _____)

_____, being first duly sworn, deposes and says that:

1. They are _____ of _____, the Proposer that has submitted the attached Proposal;

2. They are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstance respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal of any other Proposer, or to fix any overhead, profit or cost element of the Cost Sheet or the Cost Sheet of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Polk County, a political subdivision of the State of Florida (County) or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

STATE OF _____

COUNTY OF _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of _____)

SS

County of _____)

_____, being first duly sworn, deposes and says that:

1. They are _____ of _____ , hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's RFP Submittal submitted by the subcontractor to _____ the Contractor for certain work in connection with RFP 24-246, Utilities Construction Services.

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

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

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

STATE OF _____

COUNTY OF _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT VI-A: SUBCONTRACTOR LIST

To receive a copy of Exhibit VI-A, Subcontractor List, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**RFP 24-246 Utilities Construction Services.zip**", select "Open" or "Save As" to download Exhibit VI-A, Subcontractor List and sample. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

EXHIBIT VI-B: GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the Contractor to use in conjunction with the Good Faith Effort requirement in Section 20.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to https://vcl.polk.one/vendordirectory, for additional names. Please list the company's names and the result of your contact for each subcontractor solicited. Suppliers can be listed in the blank spaces at the bottom of the page.

	Division of Work	Results of Good Faith Effort
1.		
2.		
3.		
4.		
5.		

EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) Effective October 1, 1990.

2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).

3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.

6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.

7. Proposer acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The Proposer further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A. _____	_____	_____	$_____	$
B. _____	_____	_____	$_____	$
C. _____	_____	_____	$_____	$
D. _____	_____	_____	$_____	$
			Total	$

Failure to complete the above may result in the submittal being declared non-responsive.

EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

Polk County, a political subdivision of the State of Florida (County), is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age, or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Proposer or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: _____

Address: _____

_____

1. Proposer has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:
   YES_____ NO____
2. Compliance Reports were required to be filed in connection with such Contract or subcontract:
   YES____ NO___
3. Proposer has filed all compliance reports due under applicable instructions:
   YES_____ NO_____
4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.
   YES_____ NO____

The Proposer certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Proposer certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Proposer agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Proposer agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

_____

Printed Name

_____

Title

_____

Signature

_____

Date

EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Proposer in accordance with Florida Statute 287.087 hereby certifies that_____does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Proposer's Signature

_____
Date

EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM

Proposer must sign and have notarized:

The undersigned Contractor hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Information, Item #6, and will comply.

Dated this _____ Day of _____ 20___

Name of Firm: _____

By: _____

Title of Person Signing

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT XII: CONTRACTOR CERTIFICATION OF DISBURSEMENT

PROJECT: Utilities Construction Services
_____
_____

DATE:_____
CONTRACT NO._____
PROGRESS PAYMENT NUMBER:_____

_____, Contractor for the above referenced Contract, hereby certifies that all Subcontractors and Suppliers, except for those noted below, have received their pro rata share of all previous progress payments made to date by Polk County, a political subdivision of the State of Florida (County), for all the labor, work, materials and equipment furnished under the Contract. The terms "Subcontractor" and "Supplier" have the meaning defined in Part B of the Contract Documents.

EXCEPTION:

The following Subcontractors and Suppliers have not yet been paid their respective pro rata share of previous progress payments. A copy of the notification sent to each Subcontractor or Supplier explaining the good cause why payment has not yet been made is attached to this form.

_____	_____
Subcontractor or Supplier Name	**Subcontractor or Supplier Name**
_____	_____
Street Address	**Street Address**
_____	_____
City, State and Zip	**City, State and Zip**

A false statement or omission made in connection with this Certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to all applicable civil and criminal penalties.

_____ (Contractor Signature)

State of_____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 20____, by _____ (Print name of authorized person signing Certification), who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____ (AFFIX NOTARY SEAL)

Instructions:

1. Attach a copy of each good cause notification referenced above that has been sent to each Subcontractor and Supplier listed on this Certification.

2. Attach a list of all Subcontractors and Suppliers that have not yet been paid their proportionate share of any other progress payments previously received by the Contractor stating the date the Contractor first reported the nonpayment and the status of resolving the payment issue.

3. To be acceptable, this Certification must be executed by an officer or director with the authority to bind the Contractor and must be properly notarized.

4. This Certification must be submitted to the Professional with the Application for Payment for the requested Progress Payment.

5. A separate Certification is required for each Contract the Contractor has with the County.

EXHIBIT XV: MATERIALS AND EQUIPMENT STORED ON-SITE

Contractor's Estimate No. _____ Project _____

Period _____ to _____ Page _____ of _____

Prepared (signed & typed name) _____

Item No.	Item Description	Invoice Value Last Period	Invoice Value For Material Installed (-)	Invoice Value For Material Delivered (+)	Invoice Value This Period
TOTAL:					

EXHIBT XVIII: CERTIFICATE OF COMPLIANCE

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

RFP # 24-246, Utilities Construction Services

_____
Contractor

_____
Signature

_____
Printed Name of Signer

_____
Date

EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS

RFP 24-246, Utilities Construction Services

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM

Florida Statutes, Section 287.135)

SOLICITATION NO.: RFP 24-246

PROJECT NAME: Utilities Construction Services

The undersigned, as _____ of _____(the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

i. The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.

ii. Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars ($1,000,000), then the Contractor further certifies to the County as follows:
   a. the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
   b. the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
   c. the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
   d. the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.

iii. The Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.

iv. The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:
   a. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
   b. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been

engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars ($1,000,000).

ATTEST:	_____
	a_____ _____
By: _____	By: _____
PRINTED NAME: _____	PRINTED NAME: _____
Its:_____	Its: _____

April 23, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
RFP 24-246, Utilities Construction Services

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

Contained within this addendum: Questions and answers.

Respectfully,

Ari Goldstein
Ari Goldstein
Senior Procurement Analyst
Procurement Division

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

Signature: _____
Printed Name: _____
Title: _____
Company: _____

RFP 24-246, Utilities Construction Services
Addendum #1

QUESTIONS AND ANSWERS:

Question 1: Is there a prior/current contract for this work? If so, can you provide a copy of the prior/current contract?

Answer 1: Contract 19-031 has been added to the FTP site. To receive a copy of RFP 24-246 Addendum 1 Contract 19-031, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "RFP 24-246 Utilities Construction Services.zip", select "Open" or "Save As" to download RFP 24-246 Addendum 1 Contract 19-031. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Question 2: Are there technical specifications available for this work?

Answer 2: Work performed under this contract is expected to conform to the Polk County Utilities Standards and Specifications Manual, which is available at the following link: https://www.polk-county.net/services/building/permitting/#utilities_code

Question 3: In the RFP documents it states a copy of Exhibit VI-A Subcontract List can be found on FTP Site, however I did not see this file in the folder downloaded. Is this not applicable for this RFP?

Answer 3: Exhibit VI-A has been added to the FTP site. To receive a copy of Exhibit VI-A, Subcontractor List, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "RFP 24-246 Utilities Construction Services.zip", select "Open" or "Save As" to download Exhibit VI-A, Subcontractor List and sample. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Question 4: Is there an engineer estimate available either for annual or term of contract?

Answer 4: There is no estimate available to the amount of work anticipated under this RFP. The purpose of this RFP is for one or more contractors to deliver turn-key projects on an as-needed basis.

The amount encumbered over the last 12 months for planned and emergency work under the current contract is approximately $14,780,000.

Question 5: Will this RFP include actual Construction similar to Alternative Delivery like a Design build or is this just the services provided by an engineer? Please advise.

Answer 5: No. This RFP is for one or more contractors to provide construction services.

May 14, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
RFP 24-246, Utilities Construction Services

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

Contained within this addendum: Questions and answers.

Respectfully,

Ari Goldstein
Ari Goldstein
Senior Procurement Analyst
Procurement Division

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

Signature: _____
Printed Name: _____
Title: _____
Company: _____

RFP 24-246, Utilities Construction Services
Addendum #2

QUESTIONS AND ANSWERS:

Question 1: Is there a single project amount required to have a public construction bond (PCB) prior to completing the work?

Answer 1: On page 12 of the RFP Package, the "Bond Requirements" section, Item D, states:

D. PCB's will be required prior to the issuance of purchase order, for the amount of the approved scope of work, as per the following outline:

- **i. Scopes of work less than $50,000 will not require a PCB**
- **ii. Scopes of work greater than $50,000 and less than $100,000, a determination will be made by the County as to whether a PCB will be required**
- **iii. Scopes of work greater than $100,000 will require PCB**

Question 2: In your Addendum 1 and in your Bid Docs online at the Polk County site, it states that your Subcontractor List is on your FTP Site under this Bid. It is not. Can you please send a copy of that document?

Answer 2: The ZIP file referenced below has been replaced to include the additional documents requested in Addendum 1 of this RFP, including Exhibit VI-A Subcontractor List, Sample copy of Exhibit VI-A Subcontractor List, and Contract 19-031. The file was downloaded and reviewed to make sure the items have been included as requested.

To receive a copy of Exhibit VI-A, Subcontractor List and Contract 19-031, please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "RFP 24-246 Utilities Construction Services.zip", select "Open" or "Save As" to download Exhibit VI-A, Subcontractor List and sample. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Question 3: Can you provide me with the names of the contractors that submitted on the RFP 19-299 project back from 2019? I was just curious to see how many submittals there were and which bidders chased this from the last time it bid.

Answer 3: The only contractor that submitted a proposal for RFP 19-299 was Killebrew, Inc.

May 24, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3
RFP 24-246, Utilities Construction Services

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

Contained within this addendum: Revisions, Questions and Answers.

Respectfully,

Ari Goldstein
Ari Goldstein
Senior Procurement Analyst
Procurement Division

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

Signature: _____
Printed Name: _____
Title: _____
Company: _____

RFP 24-246, Utilities Construction Services
Addendum #3

REVISIONS

1: DELETE IN ITS ENTIRETY: Qualifications, bullet point #2: Current State of Florida plumbing license

REPLACE WITH:

- **Prime Proposer or subcontractor's current State of Florida plumbing license**

QUESTIONS AND ANSWERS:

Question 1: On Page 6 under Introduction, it indicates that Contractors need experience with water and wastewater treatment plants including pump stations. On the bid form I do not see any pay items that would cover this type of work. Please advise if this work is actually required and if so, how will it be paid?

Answer 1: Work to be performed at water and wastewater treatment plants will be similar in nature as work performed at other locations. The County is requesting that proposers have experience performing the services listed in Attachment "C", Cost Sheet at water and wastewater treatment facilities and other locations.

Question 2: On Page 6 under introduction, it indicates contractor will be responsible for Engineering, Permitting and regulatory requirements. How does the county see these items being paid for?

Answer 2: Costs associated with engineering, permitting and regulatory requirements will be based on hourly rates submitted on "Item No. 695, Plan Preparation for Permitting" of Attachment "C" Cost Sheet.

Question 3: Is a plumbing license required to bid on this? We meet all other qualifications. Can we use a subcontractors plumbing license if required.

Answer 3: Using a subcontractor is acceptable. If the proposer plans on using a subcontractor for plumbing work, the proposer must include a copy of the subcontractor's current State of Florida plumbers license under Tab 1 of their proposal. If a successful proposer uses a different plumbing subcontractor to do work during the term of the agreement, the successful proposer must provide the County Project

Manager with the new subcontractor's current State of Florida plumbing license and a revised Exhibit VI-A, Subcontractors List.

Refer to Revisions, Item #1 above regarding the qualification to this RFP.

Question 4: Since this is potentially a 5-year contract, how will cost escalations be handled?

Answer 4: The potential for cost escalations will be negotiated with the successful proposer(s) as part of Elevation Level 4, Contract Negotiations.

Attachment "B"

RFP 24-246, Selection Procedure for Contractor

Division: _____

Project Manager: _____

Division Director: _____

Scope: _____

Date Analysis Performed _____

Step 1:

Review list of Contractors

Contractor	Expertise	Experience	Personnel	Planned / Emergency?	Local (Y/N)	Elevated (Y/N)

State justification for contractor(s) not elevated and why:

Step 2:

Past performance on Similar Projects Satisfactory

Contractor	Has past performance been satisfactory (Y/N)	Elevated for Consideration(Y/N)

State justification for each firm not elevated and why:

Step 3:

Total amount of money the County has contracted with each Contractor during the term of the agreements.

Contractor	Contracted Amount	Elevated (Y/N)

Step 4:

State justification for Contractor's selection if the Contractor does not have the least amount of contract obligation.

Step 5:

Based on the procedures and step analysis above, _____ is selected

ATTACHMENT C

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	Mobilization Reimbursement per Work Order Total				
1	$10,000 And Under	10	EA		$0.00
2	$10,001 - $50,000	10	EA		$0.00
3	$50,001 And Over	10	EA		$0.00
	Emergency Mobilization per Work Order Total				
4	$10,000 And Under	10	EA		$0.00
5	$10,001 - $50,000	10	EA		$0.00
6	$50,001 And Over	10	EA		$0.00
	Restoration, Includes Maintaining for 30 Days After Completion				
7	Seed and Mulch	500	SY		$0.00
8	Sodding - Bahia	500	SY		$0.00
9	Sodding - St. Augustine	500	SY		$0.00
10	Water (1,000 gallons)	10	1,000 gal.		$0.00
11	Hydro Seeding	500	SY		$0.00
	Control and Abatement of Erosion and Water Pollution				
12	Sand Bagging	10	CY		$0.00
13	Baled Hay and Staked	10	EA		$0.00
14	Staked Silt Fence	200	LF		$0.00
15	Floc Logs	10	EA		$0.00
16	Lime Spreading	200	SY		$0.00
	Clearing and Grubbing				
17	Clear Right-of- Way and Haul Off and Dispose Offsite (truck measure)	500	CY		$0.00
18	Tree Trimming Services	5	ED		$0.00
	Earthwork				
19	Excavation of Unsuitable Material - Haul Offsite and Dispose (truck measure)	180	CY		$0.00
20	Borrow (truck measure)	180	CY		$0.00
21	Pipe Bedding - Crushed Stone	36	CY		$0.00
	Asphaltic Concrete Surface and Friction Courses				

ATTACHMENT C

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
22	1-1/2" Asphalt, Type S-III	50	SY		$0.00
23	1" Asphalt Overlay, Type S-III	500	SY		$0.00
24	Full Depth Asphalt, Type S-I or S-III	75	TN		$0.00
25	Limerock Base, 12" Thick	50	SY		$0.00
26	Crushed Concrete Base 12" Thick	50	SY		$0.00
27	Roadway Density Test	25	EA		$0.00
28	Proctor	4	EA		$0.00
29	Class I Concrete	30	CY		$0.00
30	Concrete, Miscellaneous, Reinforced (3,000 psi)	30	CY		$0.00
31	Riprap (sand-cement)	30	CY		$0.00
32	Flowable Fill	10	CY		$0.00
33	Remove and Dispose of Existing Asphalt and Concrete (truck measure)	36	CY		$0.00
34	Milling	5	ED		$0.00
	Concrete Sidewalk, Driveways and Curb Elements				
35	Concrete Sidewalk or Driveway 4" Thick	60	SY		$0.00
36	Concrete Sidewalk or Driveway 6" Thick	60	SY		$0.00
37	Type F Curb and Gutter	300	LF		$0.00
38	2' Valley Gutter (Miami)	300	LF		$0.00
39	Sidewalk Ramp with Truncated Dome	10	EA		$0.00
	Traffic Control Devices				
40	Barricade Type I or II, With Warning Light	1,000	ED		$0.00
41	Barricade Type III, With Warning Light	500	ED		$0.00
42	Signs, Construction	1,000	ED		$0.00
43	Arrow Boards - 5' Minimum Horizontal Size	100	ED		$0.00
44	Traffic Cones	2,000	ED		$0.00
45	Flagger Person	100	HR		$0.00
46	Thermoplastic Stripping - Solid Single Yellow or White Stripe	1,000	LF		$0.00
47	Raised Pavement Marker	20	EA		$0.00
48	Variable Message Boards	20	ED		$0.00
49	Law Enforcement for Traffic Control	10	ED		$0.00
50	Custom MOT Design (Advanced Cert Required)	10	EA		$0.00

ATTACHMENT C

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	Cross Drains and Side Drains - Replacement				
51	18" Concrete Pipe Round	176	LF		$0.00
52	18" Corrugated Metal Pipe Round	180	LF		$0.00
53	24" Concrete Pipe Round	176	LF		$0.00
54	24" Corrugated Metal Pipe Round	180	LF		$0.00
55	30" Concrete Pipe Round	176	LF		$0.00
56	30" Corrugated Metal Pipe Round	180	LF		$0.00
57	36" Concrete Pipe Round	176	LF		$0.00
58	36" Corrugated Metal Pipe Round	180	LF		$0.00
	PVC C900 SDR 18, for Force Mains, 0' - 6' Depth				
59	4" SDR 18, PVC	1,500	LF		$0.00
60	6" SDR 18, PVC	1,500	LF		$0.00
61	8" SDR 18, PVC	1,500	LF		$0.00
62	10" SDR 18, PVC	1,000	LF		$0.00
63	12" SDR 18, PVC	1,000	LF		$0.00
	PVC C900 SDR 25, for Force Mains, 0' - 6' Depth				
64	16" SDR 25, PVC	1,000	LF		$0.00
65	20" SDR 25, PVC	1,000	LF		$0.00
66	24" SDR 25, PVC	1,000	LF		$0.00
67	30" SDR 25, PVC	1,000	LF		$0.00
68	36" SDR 25, PVC	1,000	LF		$0.00
69	42" SDR 25, PVC	1,000	LF		$0.00
	PVC C900, for Water & Reclaimed Water Mains, 0' - 6' Depth				
70	4" C900 DR 18 PVC-BLUE	1,500	LF		$0.00
71	4" C900 DR 18 PVC-PURPLE	1,500	LF		$0.00
72	6" C900 DR 18 PVC-BLUE	1,500	LF		$0.00
73	6" C900 DR 18 PVC-PURPLE	1,500	LF		$0.00
74	8" C900 DR 18 PVC-BLUE	1,500	LF		$0.00
75	8" C900 DR 18 PVC-PURPLE	1,500	LF		$0.00
76	10" C900 DR 18 PVC-BLUE	1,000	LF		$0.00
77	10" C900 DR 18 PVC-PURPLE	1,000	LF		$0.00

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
78	12" C900 DR 18 PVC-BLUE	1,000	LF		$0.00
79	12" C900 DR 18 PVC-PURPLE	1,000	LF		$0.00
80	16" C900 DR 25 PVC-BLUE	1,000	LF		$0.00
81	16" C900 DR 25 PVC-PURPLE	1,000	LF		$0.00
82	20" C900 DR 25 PVC-BLUE	1,000	LF		$0.00
83	20" C900 DR 25 PVC-PURPLE	1,000	LF		$0.00
84	24" C900 DR 25 PVC-BLUE	1,000	LF		$0.00
85	24" C900 DR 25 PVC-PURPLE	1,000	LF		$0.00
86	30" C900 DR 25 PVC-BLUE	1,000	LF		$0.00
87	30" C900 DR 25 PVC-PURPLE	1,000	LF		$0.00
88	36" C900 DR 25 PVC-BLUE	1,000	LF		$0.00
89	36" C900 DR 25 PVC-PURPLE	1,000	LF		$0.00
90	42" C900 DR 25 PVC-BLUE	1,000	LF		$0.00
91	42" C900 DR 25 PVC-PURPLE	1,000	LF		$0.00
	Ductile Iron Pipe, 0'- 6' Depth				
92	4" DIP, Pressure Class 350	200	LF		$0.00
93	6" DIP, Pressure Class 350	200	LF		$0.00
94	8" DIP, Pressure Class 350	200	LF		$0.00
95	10" DIP, Pressure Class 350	200	LF		$0.00
96	12" DIP, Pressure Class 350	200	LF		$0.00
97	16" DIP, Pressure Class 350	200	LF		$0.00
98	20" DIP, Pressure Class 350	200	LF		$0.00
99	24" DIP, Pressure Class 350	200	LF		$0.00
100	30" DIP, Pressure Class 250	200	LF		$0.00
101	36" DIP, Pressure Class 250	200	LF		$0.00
102	42" DIP, Pressure Class 250	200	LF		$0.00
	C110 Full Body Cement Lined, Flanged Fittings Without Accessories				
103	4" Tee	20	EA		$0.00
104	6" x 4 Tee	20	EA		$0.00
105	6" x 6" Tee	20	EA		$0.00
106	8" x 4" Tee	20	EA		$0.00
107	8" x 6" Tee	20	EA		$0.00
108	8" x 8" Tee	20	EA		$0.00

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
109	10" x 4" Tee	10	EA		$0.00
110	10" x 6" Tee	10	EA		$0.00
111	10" x 8" Tee	10	EA		$0.00
112	10" x 10" Tee	10	EA		$0.00
113	12" x 4" Tee	10	EA		$0.00
114	12" x 6" Tee	10	EA		$0.00
115	12" x 8" Tee	10	EA		$0.00
116	12" x 10" Tee	10	EA		$0.00
117	12" x 12" Tee	10	EA		$0.00
118	16" x 6" Tee	10	EA		$0.00
119	16" x 8" Tee	10	EA		$0.00
120	16" x 10" Tee	10	EA		$0.00
121	16" x 12" Tee	10	EA		$0.00
122	16" x 16" Tee	10	EA		$0.00
123	20" x 6" Tee	10	EA		$0.00
124	20" x 8" Tee	10	EA		$0.00
125	20" x 10" Tee	10	EA		$0.00
126	20" x 12" Tee	10	EA		$0.00
127	20" x 16" Tee	10	EA		$0.00
128	20" x 20" Tee	10	EA		$0.00
129	24" Tee	10	EA		$0.00
130	24" x 20" Tee	10	EA		$0.00
131	4" Cap	20	EA		$0.00
132	4" 11 1/4 Degree Bend	20	EA		$0.00
133	4" 45 Degree Bend	20	EA		$0.00
134	4" 90 Degree Bend	20	EA		$0.00
135	6" Cap	20	EA		$0.00
136	6" 11 1/4 Degree Bend	20	EA		$0.00
137	6" 45 Degree Bend	20	EA		$0.00
138	6" 90 Degree Bend	20	EA		$0.00
139	8" Cap	20	EA		$0.00
140	8" 11 1/4 Degree Bend	20	EA		$0.00
141	8" 45 Degree Bend	20	EA		$0.00
142	8" 90 Degree Bend	20	EA		$0.00
143	10" Cap	10	EA		$0.00

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
144	10" 11 1/4 Degree Bend	10	EA		$0.00
145	10" 45 Degree Bend	10	EA		$0.00
146	10" 90 Degree Bend	10	EA		$0.00
147	12" Cap	10	EA		$0.00
148	12" 11 1/4 Degree Bend	10	EA		$0.00
149	12" 45 Degree Bend	10	EA		$0.00
150	12" 90 Degree Bend	10	EA		$0.00
151	16" Cap	10	EA		$0.00
152	16" 11 1/4 Degree Bend	10	EA		$0.00
153	16" 45 Degree Bend	10	EA		$0.00
154	16" 90 Degree Bend	10	EA		$0.00
155	20" Cap	10	EA		$0.00
156	20" 11 1/4 Degree Bend	10	EA		$0.00
157	20" 45 Degree Bend	10	EA		$0.00
158	20" 90 Degree Bend	10	EA		$0.00
159	24" Cap	10	EA		$0.00
160	24" 11 1/4 Degree Bend	10	EA		$0.00
161	24" 45 Degree Bend	10	EA		$0.00
162	24" 90 Degree Bend	10	EA		$0.00
163	6" Long Solid Sleeve Coupling	20	EA		$0.00
164	8" Long Solid Sleeve Coupling	20	EA		$0.00
165	10" Long Solid Sleeve Coupling	10	EA		$0.00
166	12" Long Solid Sleeve Coupling	10	EA		$0.00
167	16" Long Solid Sleeve Coupling	10	EA		$0.00
168	20" Long Solid Sleeve Coupling	10	EA		$0.00
169	24" Long Solid Sleeve Coupling	10	EA		$0.00
170	6" x 4" Reducer	20	EA		$0.00
171	8" x 6" Reducer	20	EA		$0.00
172	10" x 8" Reducer	10	EA		$0.00
173	12" x 10" Reducer	10	EA		$0.00
174	16" x 12" Reducer	10	EA		$0.00
175	20" x 16" Recuer	10	EA		$0.00
176	24" x 20" Reducer	10	EA		$0.00
177	Miscellaneous C110 Flanged Fittings Not Listed (Sold By The Pound)	2,000	LB		$0.00
178	P401 Lining on Fitting 4" to 12"	30	EA		$0.00

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
179	P401 Lining on Fitting 16" to 24"	30	EA		$0.00
	C153 Mechanical Joint Cement Lined Fittings or Flanged Without Accessories				
180	4" Tee	20	EA		$0.00
181	6" x 4" Tee	20	EA		$0.00
182	6" x 6" Tee	20	EA		$0.00
183	8" x 4" Tee	20	EA		$0.00
184	8" x 6" Tee	20	EA		$0.00
185	8" x 8" Tee	20	EA		$0.00
186	10" x 4" Tee	10	EA		$0.00
187	10" x 6" Tee	10	EA		$0.00
188	10" x 8" Tee	10	EA		$0.00
189	10" x 10" Tee	10	EA		$0.00
190	12" x 4" Tee	10	EA		$0.00
191	12" x 6" Tee	10	EA		$0.00
192	12" x 8" Tee	10	EA		$0.00
193	12" x 10" Tee	10	EA		$0.00
194	12" x 12" Tee	10	EA		$0.00
195	16" x 6" Tee	10	EA		$0.00
196	16" x 8" Tee	10	EA		$0.00
197	16" x 10" Tee	10	EA		$0.00
198	16" x 12" Tee	10	EA		$0.00
199	16" x 16" Tee	10	EA		$0.00
200	20" x 6" Tee	10	EA		$0.00
201	20" x 8" Tee	10	EA		$0.00
202	20" x 10" Tee	10	EA		$0.00
203	20" x 12" Tee	10	EA		$0.00
204	20" x 16" Tee	10	EA		$0.00
205	20" x 20" Tee	10	EA		$0.00
206	24" Tee	10	EA		$0.00
207	24" x 20" Tee	10	EA		$0.00
208	4" Cap	20	EA		$0.00
209	4" 11 1/4 Degree Bend	20	EA		$0.00
210	4" 45 Degree Bend	20	EA		$0.00
211	4" 90 Degree Bend	20	EA		$0.00

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
212	6" Cap	20	EA		$0.00
213	6" 11 1/4 Degree Bend	20	EA		$0.00
214	6" 45 Degree Bend	20	EA		$0.00
215	6" 90 Degree Bend	20	EA		$0.00
216	8" Cap	20	EA		$0.00
217	8" 11 1/4 Degree Bend	20	EA		$0.00
218	8" 45 Degree Bend	20	EA		$0.00
219	8" 90 Degree Bend	20	EA		$0.00
220	10" Cap	10	EA		$0.00
221	10" 11 1/4 Degree Bend	10	EA		$0.00
222	10" 45 Degree Bend	10	EA		$0.00
223	10" 90 Degree Bend	10	EA		$0.00
224	12" Cap	10	EA		$0.00
225	12" 11 1/4 Degree Bend	10	EA		$0.00
226	12" 45 Degree Bend	10	EA		$0.00
227	12" 90 Degree Bend	10	EA		$0.00
228	16" Cap	10	EA		$0.00
229	16" 11 1/4 Degree Bend	10	EA		$0.00
230	16" 45 Degree Bend	10	EA		$0.00
231	16" 90 Degree Bend	10	EA		$0.00
232	20" Cap	10	EA		$0.00
233	20" 11 1/4 Degree Bend	10	EA		$0.00
234	20" 45 Degree Bend	10	EA		$0.00
235	20" 90 Degree Bend	10	EA		$0.00
236	24" Cap	10	EA		$0.00
237	24" 11 1/4 Degree Bend	10	EA		$0.00
238	24" 45 Degree Bend	10	EA		$0.00
239	24" 90 Degree Bend	10	EA		$0.00
240	6" Long Solid Sleeve Coupling	10	EA		$0.00
241	8" Long Solid Sleeve Coupling	10	EA		$0.00
242	10" Long Solid Sleeve Coupling	10	EA		$0.00
243	12" Long Solid Sleeve Coupling	10	EA		$0.00
244	16" Long Solid Sleeve Coupling	10	EA		$0.00
245	20" Long Solid Sleeve Coupling	10	EA		$0.00
246	24" Long Solid Sleeve Coupling	10	EA		$0.00

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
247	6" x 4" Reducer	10	EA		$0.00
248	8" x 6" Reducer	10	EA		$0.00
249	10" x 8" Reducer	10	EA		$0.00
250	12" x 10" Reducer	10	EA		$0.00
251	16" x 12" Reducer	10	EA		$0.00
252	20" x 16" Recuer	10	EA		$0.00
253	24" x 20" Reducer	10	EA		$0.00
254	Miscellaneous C153 MJ Fittings Not Listed (Sold By The Pound)	2,000	LB		$0.00
255	P401 Lining on Fitting 4" to 12"	30	EA		$0.00
256	P401 Lining on Fitting 16" to 24"	30	EA		$0.00
	Gate Valve and Box, Resilient Seated				
257	2" Gate Valve and Box	20	EA		$0.00
258	4" Gate Valve and Box	20	EA		$0.00
259	6" Gate Valve and Box	15	EA		$0.00
260	8" Gate Valve and Box	15	EA		$0.00
261	10" Gate Valve and Box	10	EA		$0.00
262	12" Gate Valve and Box	10	EA		$0.00
263	16" Gate Valve and Box	5	EA		$0.00
264	20" Gate Valve and Box	5	EA		$0.00
265	24" Gate Valve and Box	5	EA		$0.00
266	30" Gate Valve and Box	2	EA		$0.00
267	36" Gate Valve and Box	2	EA		$0.00
268	42" Gate Valve and Box	2	EA		$0.00
	Butterfly valve and Box				
269	12" Butterfly Valve and Box	5	EA		$0.00
270	16" Butterfly Valve and Box	5	EA		$0.00
271	20" Butterfly Valve and Box	2	EA		$0.00
272	24" Butterfly Valve and Box	2	EA		$0.00
273	30" Butterfly Valve and Box	1	EA		$0.00
274	36" Butterfly Valve and Box	1	EA		$0.00
275	42" Butterfly Valve and Box	1	EA		$0.00
	Plug Valve and Box				

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
276	2" Plug Valve and Box	5	EA		$0.00
277	4" Plug Valve and Box	5	EA		$0.00
278	6" Plug Valve and Box	5	EA		$0.00
279	8" Plug Valve and Box	5	EA		$0.00
280	10" Plug Valve and Box	5	EA		$0.00
281	12" Plug Valve and Box	5	EA		$0.00
282	16" Plug Valve and Box	5	EA		$0.00
283	20" Plug Valve and Box	2	EA		$0.00
284	24" Plug Valve and Box	2	EA		$0.00
285	30" Plug Valve and Box	1	EA		$0.00
286	36" Plug Valve and Box	1	EA		$0.00
	OS & Y Valve				
287	4" OS&Y Valve	5	EA		$0.00
288	6" OS&Y Valve	5	EA		$0.00
289	8" OS&Y Valve	5	EA		$0.00
290	10" OS&Y Valve	5	EA		$0.00
291	12" OS&Y Valve	5	EA		$0.00
292	16" OS&Y Valve	2	EA		$0.00
	Horizontal Directional Drill				
293	1" DR9 HDPE CTS, Roadway Undercrossing	4,000	LF		$0.00
294	2" DR9 HDPE DIPS, Roadway Undercrossing	4,000	LF		$0.00
295	4" DR11 HDPE DIPS, Roadway Undercrossing	4,000	LF		$0.00
296	6" DR11 HDPE DIPS, Roadway Undercrossing	2,000	LF		$0.00
297	8" DR11 HDPE DIPS, Roadway Undercrossing	1,500	LF		$0.00
298	10" DR11 HDPE DIPS, Roadway Undercrossing	1,000	LF		$0.00
299	12" DR11 HDPE DIPS, Roadway Undercrossing	1,000	LF		$0.00
300	16" DR11 HDPE DIPS, Roadway Undercrossing	1,000	LF		$0.00
301	20" DR11 HDPE DIPS, Roadway Undercrossing	1,000	LF		$0.00
302	24" DR11 HDPE DIPS, Roadway Undercrossing	1,000	LF		$0.00
	Pipe Removal				
303	Remove existing AC pipe up through 6"	600	LF		$0.00
304	Remove existing AC pipe 8" through 12"	600	LF		$0.00

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
305	Remove existing AC pipe 14" thtough 20"	600	LF		$0.00
306	Remove existing AC pipe 24" through 36"	600	LF		$0.00
307	Dispose of existing AC pipe material removed	360	CY		$0.00
	Machine Pit and Pipe Insertion Pit Excavation				
308	Up to 4' deep	30	EA		$0.00
309	Over 4' and up to 6'	30	EA		$0.00
310	Over 6' and up to 8'	30	EA		$0.00
311	Over 8" up to 10'	30	EA		$0.00
312	Over 10' up to 12'	20	EA		$0.00
313	Over 12' up to 14'	20	EA		$0.00
314	Over 14' up to 16'	20	EA		$0.00
315	Over 16' up to 18'	10	EA		$0.00
316	Over 18' up to 20'	10	EA		$0.00
	Service Lateral Reconnection, Fitting and Valve Pit Excavation				
317	Up to 4' deep	30	EA		$0.00
318	Over 4' and up to 6'	30	EA		$0.00
319	Over 6' and up to 8'	30	EA		$0.00
320	Over 8" up to 10'	30	EA		$0.00
321	Over 10' up to 12'	20	EA		$0.00
322	Over 12' up to 14'	20	EA		$0.00
323	Over 14' up to 16'	20	EA		$0.00
324	Over 16' up to 18'	10	EA		$0.00
325	Over 18' up to 20'	10	EA		$0.00
	Point Repair Excavation				
326	Up to 4' deep	10	EA		$0.00
327	Over 4' and up to 6'	10	EA		$0.00
328	Over 6' and up to 8'	10	EA		$0.00
329	Over 8" up to 10'	10	EA		$0.00
330	Over 10' up to 12'	8	EA		$0.00
331	Over 12' up to 14'	8	EA		$0.00
332	Over 14' up to 16'	8	EA		$0.00
333	Over 16' up to 18'	4	EA		$0.00

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COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
334	Over 18' up to 20'	4	EA		$0.00
	Pipe Bursting with SDR 19 HDPE IPS for Gravity Systems "PlexVue Gray"				
335	4" Diameter	1,000	LF		$0.00
336	6" Diameter	1,000	LF		$0.00
337	8" Diameter	1,000	LF		$0.00
338	10" Diameter	1,000	LF		$0.00
339	12" Diameter	1,000	LF		$0.00
340	14" Diameter	1,000	LF		$0.00
341	16" Diameter	1,000	LF		$0.00
342	18" Diameter	1,000	LF		$0.00
343	20" Diameter	600	LF		$0.00
344	24" Diameter	600	LF		$0.00
345	30" Diameter	600	LF		$0.00
346	32" Diameter	600	LF		$0.00
347	36" Diameter	600	LF		$0.00
	Pipe Bursting with SDR 17 HDPE IPS for Gravity Systems "PlexVue Gray"				
348	4" Diameter	2,000	LF		$0.00
349	6" Diameter	2,000	LF		$0.00
350	8" Diameter	2,000	LF		$0.00
351	10" Diameter	2,000	LF		$0.00
352	12" Diameter	2,000	LF		$0.00
352	14" Diameter	1,000	LF		$0.00
354	16" Diameter	1,000	LF		$0.00
355	18" Diameter	1,000	LF		$0.00
356	20" Diameter	1,000	LF		$0.00
357	24" Diameter	1,000	LF		$0.00
358	30" Diameter	1,000	LF		$0.00
359	32" Diameter	800	LF		$0.00
360	36" Diameter	800	LF		$0.00
	Pipe Bursting with SDR 17 HDPE DIP for Pressure Systems with Color Specific Striping				
361	4" Diameter	2,000	LF		$0.00
362	6" Diameter	2,000	LF		$0.00

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COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
363	8" Diameter	2,000	LF		$0.00
364	10" Diameter	2,000	LF		$0.00
265	12" Diameter	2,000	LF		$0.00
366	14" Diameter	1,000	LF		$0.00
367	16" Diameter	1,000	LF		$0.00
368	18" Diameter	1,000	LF		$0.00
369	20" Diameter	1,000	LF		$0.00
370	24" Diameter	1,000	LF		$0.00
371	30" Diameter	1,000	LF		$0.00
372	36" Diameter	800	LF		$0.00
	Pipe Bursting with SDR 11 HDPE DIP for Pressure Systems with Color Specific Striping				
373	4" Diameter	2,000	LF		$0.00
374	6" Diameter	2,000	LF		$0.00
375	8" Diameter	2,000	LF		$0.00
376	10" Diameter	2,000	LF		$0.00
377	12" Diameter	2,000	LF		$0.00
378	14" Diameter	1,000	LF		$0.00
379	16" Diameter	1,000	LF		$0.00
380	18" Diameter	1,000	LF		$0.00
381	20" Diameter	1,000	LF		$0.00
382	24" Diameter	1,000	LF		$0.00
383	30" Diameter	800	LF		$0.00
	Gravity System Service Lateral Connection				
384	4" x 8" Inserta tee/ saddle	10	EA		$0.00
385	4" x 10" Inserta tee/saddle	10	EA		$0.00
386	4" x 12" Inserta tee/saddle	10	EA		$0.00
387	4" x 18" Inserta tee/saddle	10	EA		$0.00
388	4" x 24" Inserta tee/saddle	10	EA		$0.00
389	4" x 30" Inserta tee/saddle	10	EA		$0.00
390	4" x 36" Inserta tee/saddle	10	EA		$0.00
391	6" x 8" Inserta tee/ saddle	10	EA		$0.00
392	6" x 10" Inserta tee/saddle	10	EA		$0.00
393	6" x 12" Inserta tee/saddle	10	EA		$0.00

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COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
394	6" x 18" Inserta tee/saddle	10	EA		$0.00
395	6" x 24" Inserta tee/saddle	10	EA		$0.00
396	6" x 30" Inserta tee/saddle	10	EA		$0.00
397	6" x 36" Inserta tee/saddle	10	EA		$0.00
398	4" Fernco Coupling	10	EA		$0.00
399	6" Fernco Coupling	10	EA		$0.00
400	4" SDR 35 PVC - within service lateral pit excavation	80	LF		$0.00
401	6" SDR 35 PVC - within service lateral pit excavation	80	LF		$0.00
	Pressure Service Lateral Connection and System Connection				
402	2" x 4" electrofusion, self tapping saddle	20	EA		$0.00
403	2" x 6" electrofusion, self tapping saddle	20	EA		$0.00
404	2" x 8" electrofusion, self tapping saddle	20	EA		$0.00
405	2" x 10" electrofusion, self tapping saddle	20	EA		$0.00
406	2" x 12" electrofusion, self tapping saddle	20	EA		$0.00
407	2" x 14" electrofusion, self tapping saddle	20	EA		$0.00
408	2" x 16" electrofusion, self tapping saddle	20	EA		$0.00
409	2" Corporation cock with accessories	10	EA		$0.00
410	1" curb stop with accessories	10	EA		$0.00
411	1-1/2" curb stop with accessories	10	EA		$0.00
412	2" curb stop with accessories	10	EA		$0.00
	MJ Adapter with Retainer Gland and MJ Accessories				
413	4" Diameter	20	EA		$0.00
414	6" Diameter	20	EA		$0.00
415	8" Diameter	20	EA		$0.00
416	10" Diameter	15	EA		$0.00
417	12" Diameter	15	EA		$0.00
418	14" Diameter	15	EA		$0.00
419	16" Diameter	15	EA		$0.00
420	18" Diameter	10	EA		$0.00
421	20" Diameter	10	EA		$0.00
422	24" Diameter	6	EA		$0.00
423	30" Diameter	6	EA		$0.00
424	36" Diameter	6	EA		$0.00

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COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	Jack and Bore				
425	12" Jack and Bore using Steel Casing	100	LF		$0.00
426	14" Jack and Bore using Steel Casing	100	LF		$0.00
427	16" Jack and Bore using Steel Casing	100	LF		$0.00
428	20" Jack and Bore using Steel Casing	100	LF		$0.00
429	24" Jack and Bore using Steel Casing	100	LF		$0.00
430	30" Jack and Bore using Steel Casing	60	LF		$0.00
431	36" Jack and Bore using Steel Casing	60	LF		$0.00
	Air Release Valves				
432	2" Offset Above Ground FM ARV (Include Enclosure)	5	EA		$0.00
433	2" Offset Above Ground WM ARV (Include Enclosure)	5	EA		$0.00
434	3" Offset Above Ground FM ARV (Include Enclosure)	5	EA		$0.00
435	3" Offset Above Ground WM ARV (Include Enclosure)	5	EA		$0.00
436	4" Offset Above Ground FM ARV (Include Enclosure)	5	EA		$0.00
437	4" Offset Above Ground WM ARV (Include Enclosure)	5	EA		$0.00
	Water Main Blow Off Assembly				
438	Permanent 2" Blow Off Assembly and Box	2	EA		$0.00
439	Permanent 3" Blow Off Assembly and Box	2	EA		$0.00
440	2" Autoflush Blowoff Assembly	2	EA		$0.00
	Fire Hydrant Assembly				
441	Fire Hydrant Assembly	10	EA		$0.00
	Restrained Joint Devices, Bell Restraint, for Ductile Iron Pipe or PVC				
442	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 4"	25	EA		$0.00
443	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 6"	25	EA		$0.00
444	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 8"	25	EA		$0.00
445	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 10"	25	EA		$0.00
446	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 12"	25	EA		$0.00
447	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 16"	25	EA		$0.00
448	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 20"	20	EA		$0.00
449	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 24"	20	EA		$0.00

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COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
450	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 30"	20	EA		$0.00
451	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 36"	20	EA		$0.00
452	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 42"	20	EA		$0.00
	Restrained Joint Devices, Fitting Restraint, for Ductile Iron Pipe or PVC				
453	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 4"	45	EA		$0.00
454	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 6"	45	EA		$0.00
455	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 8"	45	EA		$0.00
456	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 10"	45	EA		$0.00
457	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 12"	45	EA		$0.00
458	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 16"	45	EA		$0.00
459	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 20"	40	EA		$0.00
460	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 24"	40	EA		$0.00
461	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 30"	40	EA		$0.00
462	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 36"	40	EA		$0.00
463	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 42"	40	EA		$0.00
	Cast-in-Place Thrust Block				
464	Cast-in-Place Thrust Block	20	CY		$0.00
	Tapping Sleeve and Valve and Line Stops				
465	Tapping Sleeve and Valve 6" x 4"	3	EA		$0.00
466	Tapping Sleeve and Valve 6" x 6"	3	EA		$0.00
467	Tapping Sleeve and Valve 8" x 4"	3	EA		$0.00
468	Tapping Sleeve and Valve 8" x 6"	2	EA		$0.00
469	Tapping Sleeve and Valve 8" x 8"	2	EA		$0.00
470	Tapping Sleeve and Valve 12" x 8"	2	EA		$0.00
471	Tapping Sleeve and Valve 12" x 12"	2	EA		$0.00
472	Tapping Sleeve and Valve 16" x 8"	2	EA		$0.00
473	Tapping Sleeve and Valve 16" x 12"	2	EA		$0.00
474	Tapping Sleeve and Valve 20" x 8"	2	EA		$0.00
475	Tapping Sleeve and Valve 20" x 12"	2	EA		$0.00
476	Tapping Sleeve and Valve 20" x 16"	2	EA		$0.00
477	Tapping Sleeve and Valve 20" x 20"	2	EA		$0.00
478	Tapping Sleeve and Valve 24" x 8"	2	EA		$0.00

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COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
479	Tapping Sleeve and Valve 24" x 12"	2	EA		$0.00
480	Tapping Sleeve and Valve 24" x 16"	2	EA		$0.00
481	Tapping Sleeve and Valve 24" x 20"	2	EA		$0.00
482	4" Line Stop, Temporary, up to 2 Days use	2	EA		$0.00
483	6" Line Stop, Temporary, up to 2 Days use	2	EA		$0.00
484	8" Line Stop, Temporary, up to 2 Days use	2	EA		$0.00
485	10" Line Stop, Temporary, up to 2 Days use	2	EA		$0.00
486	12" Line Stop, Temporary, up to 2 Days use	2	EA		$0.00
487	16" Line Stop, Temporary, up to 2 Days use	2	EA		$0.00
488	20" Line Stop, Temporary, up to 2 Days use	2	EA		$0.00
489	24" Line Stop, Temporary, up to 2 Days use	2	EA		$0.00
490	30" Line Stop, Temporary, up to 2 Days use	2	EA		$0.00
491	36" Line Stop, Temporary, up to 2 Days use	2	EA		$0.00
492	42" Line Stop, Temporary, up to 2 Days use	2	EA		$0.00
493	6" Line Stop, Temporary, up to 2 Days use, W/ 4" Bypass	2	EA		$0.00
494	8" Line Stop, Temporary, up to 2 Days use, W/ 6" Bypass	2	EA		$0.00
495	10" Line Stop, Temporary, up to 2 Days use, W/ 8" Bypass	2	EA		$0.00
496	12" Line Stop, Temporary, up to 2 Days use, W/ 10" Bypass	2	EA		$0.00
497	16" Line Stop, Temporary, up to 2 Days use, W/ 12" Bypass	2	EA		$0.00
498	20" Line Stop, Temporary, up to 2 Days use, W/ 16" Bypass	2	EA		$0.00
499	24" Line Stop, Temporary, up to 2 Days use, W/ 20" Bypass	2	EA		$0.00
500	4" Line Stop, Rental After 2 Days	5	ED		$0.00
501	6" Line Stop, Rental After 2 Days	5	ED		$0.00
502	8" Line Stop, Rental After 2 Days	5	ED		$0.00
503	10" Line Stop, Rental After 2 Days	5	ED		$0.00
504	12" Line Stop, Rental After 2 Days	5	ED		$0.00
505	16" Line Stop, Rental After 2 Days	5	ED		$0.00
506	20" Line Stop, Rental After 2 Days	5	ED		$0.00
507	24" Line Stop, Rental After 2 Days	5	ED		$0.00
508	30" Line Stop, Rental After 2 Days	5	ED		$0.00
509	36" Line Stop, Rental After 2 Days	5	ED		$0.00
510	42" Line Stop, Rental After 2 Days	5	ED		$0.00
511	Line Stop or Wet Tap Emergency Mobilization	2	EA		$0.00

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COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	Initial Repair Excavation, for the First 20-Feet of Excavation at the Following Pipe Depths				
512	0'- up to 6' Depth	10	EA		$0.00
513	Over 6' - up to 8' Depth	10	EA		$0.00
514	Over 8' - up to 10' Depth	10	EA		$0.00
515	Over 10' - up to 12' Depth	10	EA		$0.00
516	Over 12' - up to 14' Depth	8	EA		$0.00
517	Over 14' - up to 16' Depth	8	EA		$0.00
518	Over 16' - up to 18' Depth	5	EA		$0.00
519	Over 18' - up to 20' Depth	5	EA		$0.00
	Additonal Repair Excavation, per Foot in Excess of 20-Feet at the Following Pipe Depths (to be paid for under separate pay items)				
520	0'- up to 6' Depth	1,000	LF		$0.00
521	Over 6' - up to 8' Depth	1,000	LF		$0.00
522	Over 8' - up to 10' Depth	1,000	LF		$0.00
523	Over 10' - up to 12' Depth	1,000	LF		$0.00
524	Over 12' - up to 14' Depth	600	LF		$0.00
525	Over 14' - up to 16' Depth	600	LF		$0.00
526	Over 16' - up to 18' Depth	600	LF		$0.00
527	Over 18' - up to 20' Depth	600	LF		$0.00
	Dewatering				
528	Well Point Pump Initial Set Up	5	EA		$0.00
529	Well Point Header System Initial Set Up (0' - 250')	250	LF		$0.00
530	Well Point Header System Initial Set Up (251' - 500')	500	LF		$0.00
531	Well Point Header System Initial Set Up (501' and greater)	750	LF		$0.00
532	Well Point Pump Operation and Maintenance	5	ED		$0.00
533	Well Point Header System Operation and Maintenance (0' - 250')	1,250	LF-ED		$0.00
534	Well Point Header System Operation and Maintenance (251'-500')	2,500	LF-ED		$0.00
535	Well Point Header System Operation and Maintenance (501' - greater)	3,750	LF-ED		$0.00
536	Pump with Rock Sump	5	ED		$0.00
	By-Pass Pumping of Sewers, Equipment Set Up (back-up pumps are paid for separately as additional pumps)				

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COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
537	By-Pass Pump 4" Discharge	2	EA		$0.00
538	By-Pass Pump 6" Discharge	2	EA		$0.00
539	By-Pass Pump 8" Discharge	2	EA		$0.00
540	By-Pass Pump 10" Discharge	2	EA		$0.00
541	By-Pass Pump 12" Discharge	2	EA		$0.00
542	By-Pass Pump 16" Discharge	2	EA		$0.00
543	Add on for "Quite Zone" Pump 4" & 6" Discharge	2	EA		$0.00
544	Add on for "Quite Zone" Pump 8" & 10" Discharge	2	EA		$0.00
545	Add on for "Quite Zone" Pump 12" & 16" Discharge	2	EA		$0.00
	By-Pass Pumping of Sewers, Equipment Operation (back-up pumps are paid for separately as additional pumps)				
546	By-Pass Pump 4" Discharge	14	ED		$0.00
547	By-Pass Pump 6" Discharge	14	ED		$0.00
548	By-Pass Pump 8" Discharge	14	ED		$0.00
549	By-Pass Pump 10" Discharge	14	ED		$0.00
550	By-Pass Pump 12" Discharge	14	ED		$0.00
551	By-Pass Pump 16" Discharge	14	ED		$0.00
552	Add on for "Quite Zone" Pump 4" & 6" Discharge	14	ED		$0.00
553	Add on for "Quite Zone" Pump 8" & 10" Discharge	14	ED		$0.00
554	Add on for "Quite Zone" Pump 12" & 16" Discharge	14	ED		$0.00
	By-Pass Discharge Piping				
555	4" Discharge Pipe w / Fittings	700	LF-ED		$0.00
556	6" Discharge Pipe w / Fittings	700	LF-ED		$0.00
557	8" Discharge Pipe w / Fittings	700	LF-ED		$0.00
558	10" Discharge Pipe w / Fittings	500	LF-ED		$0.00
559	12" Discharge Pipe w / Fittings	500	LF-ED		$0.00
560	16" Discharge Pipe w / Fittings	500	LF-ED		$0.00
	Sewer Plugs				
561	Up to 8" Plug	10	EA		$0.00
562	10" - 15" Plug	10	EA		$0.00
563	18" - 21" Plug	10	EA		$0.00
564	24" - 36" Plug	10	EA		$0.00

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COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	Gravity Sewer Pipe				
565	4" SDR 26 PVC Service Pipe	500	LF		$0.00
566	6" SDR 26 PVC Service Pipe	500	LF		$0.00
567	8" SDR 26 PVC Service Pipe	500	LF		$0.00
568	10" SDR 26 PVC Service Pipe	500	LF		$0.00
569	12" SDR 26 PVC Service Pipe	500	LF		$0.00
570	15" SDR 26 PVC Service Pipe	500	LF		$0.00
571	24" SDR 26 PVC Service Pipe	500	LF		$0.00
572	30" SDR 26 PVC Service Pipe	500	LF		$0.00
573	36" SDR 26 PVC Service Pipe	500	LF		$0.00
	Gravity Sewer Pipe Fittings				
574	6" x 6" SDR 26 PVC Wye	20	EA		$0.00
575	8" x 6" SDR 26 PVC Wye	20	EA		$0.00
576	10" x 6" SDR 26 PVC Wye	20	EA		$0.00
577	12" x 6" SDR 26 PVC Wye	20	EA		$0.00
578	15" x 6" SDR 26 PVC Wye	20	EA		$0.00
579	18" x 6" SDR 26 PVC Wye	20	EA		$0.00
580	6" Clean Out Assembly	20	EA		$0.00
	Remove Existing Manhole				
581	4' Diameter Manhole Up to 6'	3	EA		$0.00
582	4' Diameter Manhole Over 6' - Up to 8' Depth	3	EA		$0.00
583	4' Diameter Manhole Over 8' - Up to 10' Depth	3	EA		$0.00
584	4' Diameter Manhole Over 10' - Up to 12' Depth	3	EA		$0.00
585	4' Diameter Manhole Over 12' - Up to 14' Depth	3	EA		$0.00
586	4' Diameter Manhole Over 14' - Up to 16' Depth	3	EA		$0.00
587	4' Diameter Manhole Over 16' - Up to 18' Depth	3	EA		$0.00
588	4' Diameter Manhole Over 18' - Up to 20' Depth	3	EA		$0.00
589	5' Diameter Manhole Up to 6'	3	EA		$0.00
590	5' Diameter Manhole Over 6' - Up to 8' Depth	3	EA		$0.00
591	5' Diameter Manhole Over 8' - Up to 10' Depth	3	EA		$0.00
592	5' Diameter Manhole Over 10' - Up to 12' Depth	3	EA		$0.00
593	5' Diameter Manhole Over 12' - Up to 14' Depth	3	EA		$0.00

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COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
594	5' Diameter Manhole Over 14' - Up to 16' Depth	3	EA		$0.00
595	5' Diameter Manhole Over 16' - Up to 18' Depth	3	EA		$0.00
596	5' Diameter Manhole Over 18' - Up to 20' Depth	3	EA		$0.00
	Adjustment of Manhole Ring and Cover (+/- 1')				
597	Adjust Manhole Ring and Cover	20	EA		$0.00
	Manhole Drop Connection - Outside				
598	8" Main, 2' - Up to 4' (vertical) Drop	3	EA		$0.00
599	8" Main, Over 4' - Up to 6' (vertical) Drop	3	EA		$0.00
	Coating Existing Structure with SewperCoat				
600	Manhole or Wet Well Coating	50	SF		$0.00
601	Removal of Existing Coating on Wet Well or Manhole	50	SF		$0.00
	Removal of Existing Pipelines - Non-Hazardous				
602	2" Through 4" Diameter Pipe	200	LF		$0.00
603	6" Through 8" Diameter Pipe	200	LF		$0.00
604	10" Through 12" Diameter Pipe	200	LF		$0.00
605	15" Through 20" Diameter Pipe	200	LF		$0.00
606	24" Through 42" Diameter Pipe	200	LF		$0.00
	Grouting and Abondonment of Existing Pipeline				
607	2" Through 4" Diameter Pipe	200	LF		$0.00
608	6" Through 8" Diameter Pipe	200	LF		$0.00
609	10" Through 12" Diameter Pipe	200	LF		$0.00
610	15" Through 20" Diameter Pipe	200	LF		$0.00
611	24" Through 30" Diameter Pipe	200	LF		$0.00
612	36" Diameter Pipe and Larger	200	LF		$0.00
	Install New Pre-cast Manhole Including Ring, Cover and Associated Appurtenances				
613	4' Diameter Manhole Up to 6'	3	EA		$0.00
614	4' Diameter Manhole Over 6' - Up to 8' Depth	3	EA		$0.00
615	4' Diameter Manhole Over 8' - Up to 10' Depth	3	EA		$0.00
616	4' Diameter Manhole Over 10' - Up to 12' Depth	3	EA		$0.00

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
617	4' Diameter Manhole Over 12' - Up to 14' Depth	3	EA		$0.00
618	4' Diameter Manhole Over 14' - Up to 16' Depth	3	EA		$0.00
619	4' Diameter Manhole Over 16' - Up to 18' Depth	3	EA		$0.00
620	4' Diameter Manhole Over 18' - Up to 20' Depth	3	EA		$0.00
621	5' Diameter Manhole Up to 6'	3	EA		$0.00
622	5' Diameter Manhole Over 6' - Up to 8' Depth	3	EA		$0.00
623	5' Diameter Manhole Over 8' - Up to 10' Depth	3	EA		$0.00
624	5' Diameter Manhole Over 10' - Up to 12' Depth	3	EA		$0.00
625	5' Diameter Manhole Over 12' - Up to 14' Depth	3	EA		$0.00
626	5' Diameter Manhole Over 14' - Up to 16' Depth	3	EA		$0.00
627	5' Diameter Manhole Over 16' - Up to 18' Depth	3	EA		$0.00
628	Diameter Manhole Over 18' - Up to 20' Depth	3	EA		$0.00
	Install New Pre-cast Wet Well				
629	8' Diameter Manhole Up to 6'	1	EA		$0.00
630	8' Diameter Manhole Over 6' - Up to 8' Depth	1	EA		$0.00
631	8' Diameter Manhole Over 8' - Up to 10' Depth	1	EA		$0.00
632	8' Diameter Manhole Over 10' - Up to 12' Depth	1	EA		$0.00
633	8' Diameter Manhole Over 12' - Up to 14' Depth	1	EA		$0.00
634	8' Diameter Manhole Over 14' - Up to 16' Depth	1	EA		$0.00
635	8' Diameter Manhole Over 16' - Up to 18' Depth	1	EA		$0.00
636	8' Diameter Manhole Over 18' - Up to 20' Depth	1	EA		$0.00
637	10' Diameter Manhole Up to 6'	1	EA		$0.00
638	10' Diameter Manhole Over 6' - Up to 8' Depth	1	EA		$0.00
639	10' Diameter Manhole Over 8' - Up to 10' Depth	1	EA		$0.00
640	10' Diameter Manhole Over 10' - Up to 12' Depth	1	EA		$0.00
641	10' Diameter Manhole Over 12' - Up to 14' Depth	1	EA		$0.00
642	10' Diameter Manhole Over 14' - Up to 16' Depth	1	EA		$0.00
643	10' Diameter Manhole Over 16' - Up to 18' Depth	1	EA		$0.00
644	10' 'Diameter Manhole Over 18' - Up to 20' Depth	1	EA		$0.00
645	Additional Concrete for Wet Well Size Not Listed	50	CY		$0.00
	Pipeline "Pigging"				
646	Clean New Pipeline With a "Pig", 4" - 8" Diameter Pipeline	1,000	LF		$0.00
647	Clean New Pipeline With a "Pig", 10" - 12" Diameter Pipeline	1,000	LF		$0.00

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
648	Clean New Pipeline With a "Pig", 16" - 20" Diameter Pipeline	1,000	LF		$0.00
649	Clean New Pipeline With a "Pig", 24" - 42" Diameter Pipeline	1,000	LF		$0.00
	Pipeline Pressure Testing				
650	Pipeline Pressure Testing Up To 8" Pipeline	1,000	LF		$0.00
651	Pipeline Pressure Testing Over 10" to 12" Pipeline	1,000	LF		$0.00
652	Pipeline Pressure Testing Over 16" to 20" Pipeline	1,000	LF		$0.00
653	Pipeline Pressure Testing Over 24" to 42" Pipeline	1,000	LF		$0.00
	Pipeline Chlorination / Sterilization in Accordance With PCHD Regulation				
654	Chlorinating up to 8" Pipeline	1,000	LF		$0.00
655	Chlorinating Over 10" to 12" Pipeline	1,000	LF		$0.00
656	Chlorinating Over 16" to 20" Pipeline	1,000	LF		$0.00
657	Chlorinating Over 24" to 42" Pipeline	1,000	LF		$0.00
	Vacuum , CCTV Truck Service, and Tanker				
658	Jet and Vacuum Truck Service	10	PH		$0.00
659	CCTV Truck Service	10	PH		$0.00
660	Hauling Sludge, Bypass Liquids, or other Liquids within 20 Mile Radius (Dump Site Provided by County)	100,000	Gallon		$0.00
	Water Services				
661	4" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	10	EA		$0.00
662	6" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	10	EA		$0.00
663	8" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	10	EA		$0.00
664	10" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	10	EA		$0.00
665	12" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	10	EA		$0.00
666	16" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	5	EA		$0.00
667	20" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	5	EA		$0.00
668	24" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	5	EA		$0.00
669	30" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	5	EA		$0.00
670	36" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	5	EA		$0.00
671	2" Blue PE Tubing, Installation	1,000	LF		$0.00
672	2" Blue PE Tubing, Additional Tubing Above Ground	200	LF		$0.00
673	1" Blue PE Tubing, Meter Connection	1,000	LF		$0.00

ATTACHMENT C

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
674	1" Blue PE Tubing, Additional Tubing Above Ground	200	LF		$0.00
675	2" x 3/4" Meter Connection - Single Service Line and Meter Box	10	EA		$0.00
676	2" x 3/4" Meter Connection - Double Service Line and Meter Box	10	EA		$0.00
	Lift Station Rehab				
677	4" Pump Base	2	EA		$0.00
678	6" Pump Base	2	EA		$0.00
679	8" Pump Base	2	EA		$0.00
680	Guide Rails 0' - 10' Wet Well (Per Pump)	1	EA		$0.00
681	Guide Rails 10' - 20' Wet Well (Per Pump)	1	EA		$0.00
682	Brackets	10	EA		$0.00
683	4" Check Valve	2	EA		$0.00
684	6" Check Valve	2	EA		$0.00
685	8" Check Valve	2	EA		$0.00
686	4" HDPE Piping for Wet Well 0' -10' (Per Pump)	1	EA		$0.00
687	6" HDPE Piping for Wet Well 0' -10' (Per Pump)	1	EA		$0.00
688	8" HDPE Piping for Wet Well 0' -10' (Per Pump)	1	EA		$0.00
689	4" HDPE Piping for Wet Well 10' - 20' (Per Pump)	1	EA		$0.00
690	6" HDPE Piping for Wet Well 10' - 20' (Per Pump)	1	EA		$0.00
691	8" HDPE Piping for Wet Well 10' -20' (Per Pump)	1	EA		$0.00
	Final Record Documents (4 originals signed and sealed by RSM) Locations to be in Accordance with State Plane Coordinate System				
692	Record Document Maintenance and Preparation	30	HR		$0.00
693	Record Document Certification by Registered Surveyor and Mapper (RSM)	30	HR		$0.00
694	Surveyor (Include Construction Layout)	30	HR		$0.00
	Job Classifications				
695	Plan Preparation for Permitting	80	HR		$0.00
696	Project Manager	80	HR		$0.00
697	Emergency Post Plan Preperation	80	HR		$0.00
698	Licensed Plumber	10	ED		$0.00
711	Public Construction Bond in the amount of $500,000	1	EA		$0.00

ATTACHMENT C

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
				GRAND TOTAL:	**$0.00**

Exhibit "A-ii"

KILLEBREW, INC.

ORIGINAL

Construction & Engineering

Company name: Killebrew Inc.

Name of person who can bind company: William C Thomas IV (President), Rich Bushart (Vice President), Ian Lund (Vice President), Denise Henderson (Secretary/Treasurer)

Address: 2830 Winter Lake Rd. Lakeland, FL, 33803

Telephone number: (863) 701-0273

Email Address: Bill@Killebrewinc.net, Rich@Killebrewinc.net, Ian@Killebrewinc.net, Denise@Killebrewinc.net

Killebrew Inc. will be available to construct/support planned projects and emergency projects.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

THOMAS, WILLIAM CLIFFORD IV

KILLEBREW, INC.
2830 WINTER LAKE ROAD
LAKELAND FL 33803

LICENSE NUMBER: CUC1224160

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

THOMAS, WILLIAM CLIFFORD IV

KILLEBREW, INC.
2830 WINTER LAKE ROAD
LAKELAND FL 33803

LICENSE NUMBER: CGC1515807

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

THOMAS, WILLIAM CLIFFORD IV

KILLEBREW, INC.
2830 WINTER LAKE ROAD
LAKELAND FL 33803

LICENSE NUMBER: CFC1428425

EXPIRATION DATE: AUGUST 31, 2024

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FDOT

Bill Thomas

Certificate:

611185

Issued: 06/17/2023

Expires: 06/06/2027

Instructor: L

Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.

Training Provider:

Killebrew Inc.
PO Box 6258
Lakeland, FL 33807
Ph: 863-701-0273

Verify this Certificate at www.motadmin.com.

FLORIDA SURETY BONDS, INC.

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

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

www. FloridaSuretyBonds.com

May 6, 2024

RE: Killebrew, Inc.

To Whom It May Concern,

We are pleased to be the surety agents for Killebrew, Inc.. Bonds are currently written through United Fire & Casualty Company which is A.M. Best Rated A-, X and has a Treasury Listing of $ 60,915,000.00.

We have investigated the financial capabilities, performance references, and think you'll be pleased with the quality of their work.

We usually anticipate no difficulties in providing surety bonds for Killebrew, Inc. in the $20,000,000 single, 30,000,000 aggregate range. This letter is not a commitment to provide any bonds unless all underwriting requirements including contract, bond form and financing review are met prior to issuing any bonds. Neither our agency, nor the surety are liable for any damages relating to this letter or project.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

Jeffrey W. Reich
CPCU
President

EXHIBIT I: BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Killebrew, Inc. (hereinafter called the Principal) and United Fire & Casualty Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Iowa, and authorized to do business in the State of Florida, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, in the full and just sum of ten thousand and 00/cents dollars ($10,000.00) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of 24-246, Utilities Construction Services

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total purchase order price, if applicable, in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 29th day of May 20 24 .

ATTEST:

PRINCIPAL: Killebrew, Inc.

BY: _____ (SEAL)

Authorized Signature (Principal)

Witness Denise Henderson

Witness Jillian Bagert

Richard Bushart

Printed Name

Vice President

Title of Person Signing Above

ATTEST:

SURETY: United Fire & Casualty Company

Printed Name

BY: _____ (SEAL)

Attorney in Fact

Witness Alexis Woodham

Witness Debbie Pedemonti

Jeffrey W. Reich *, Attorney-In-Fact & FL Licensed Resident Agent

Printed Name *Inquiries: 407-786-7770

PO Box 73909, Cedar Rapids, IA 52407-3909

Business Address

NOTES:

1. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
2. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.



Jeffrey W. Reich
License Number A217277

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, NATHAN K. REICH, EACH INDIVIDUALLY

void void void

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 24th day of January, 2023

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 24th day of January, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 29th day of May 2024

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0049 1217

This paper has a colored background and void pantograph.

fiscal.treasury.gov/surety-bonds/list-certified-companies.html#u

Dev 2 | SaaS Dev 3 | SaaS Prod | Oracle Support | Works - Login | Payment Center | Procurement - Do... | Competitive Solicit... | Conga Contracts | WebEOC 9.18 Login | Core Team Sharep... | Sonic Bo

United Fire & Casualty Company

(NAIC #13021)

BUSINESS ADDRESS: PO BOX 73909, CEDAR RAPIDS, IA 52407 - 3909.

PHONE: (319) 399-5700.

UNDERWRITING LIMITATION b/: $52,896,000.

SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.

INCORPORATED IN: Iowa.

AM Best Rating Services

United Fire & Casualty Company

BestLink **AMB #: 000928 NAIC #: 13021 FEIN #: 420644327**

Mailing Address
P.O. Box 73909
Cedar Rapids, Iowa 52407-3909
United States

Web: www.ufginsurance.com
Phone: 319-399-5700
Fax: 319-286-2512
View Additional Address Information

AM Best Rating Unit: AMB #: 003875 - United Fire & Casualty Group

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



View additional news, reports and products for this company.

Based on AM Best's analysis, 058589 - United Fire Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A- (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 15, 2024
Initial Rating Date:	June 30, 1951

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a- (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 15, 2024
Initial Rating Date:	November 12, 2004

Financial Size Category View Definition

Financial Size Category:	X (USD 500 Million to Less than 750 Million)

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Gordon McLean
Director: Rosemarie Mirabella
Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of United Fire Group, Inc. and Its Property/Casualty Subsidiaries
August 15, 2024

u Denotes Under Review Best's Rating

Rating History

AM Best has provided ratings & analysis on this company since 1951.

Financial Strength Rating

Effective Date	Rating
August 15, 2024	A-
August 18, 2023	A-
December 21, 2022	A
December 16, 2021	A
December 17, 2020	A
December 12, 2019	A

Long-Term Issuer Credit Rating

Effective Date	Rating
August 15, 2024	a-
August 18, 2023	a-
December 21, 2022	a
December 16, 2021	a
December 17, 2020	a
December 12, 2019	a

Related Financial and Analytical Data

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

AMB #	Company Name	Company Description
003875	United Fire & Casualty Group (G) **Rating Unit**	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 003875 - United Fire & Casualty Group.

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

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

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

View additional news, reports and products for this company.

Press Releases

Date	Title
Aug 15, 2024	AM Best Affirms Credit Ratings of United Fire Group, Inc. and Its Property/Casualty Subsidiaries
Aug 18, 2023	AM Best Downgrades Credit Ratings of United Fire Group, Inc. and Its Property/Casualty Subsidiaries
Dec 21, 2022	AM Best Affirms Credit Ratings of United Fire Group, Inc. and Its Property/Casualty Subsidiaries
Dec 16, 2021	AM Best Affirms Credit Ratings of United Fire Group, Inc. and Its Property/Casualty Subsidiaries
Dec 17, 2020	AM Best Revises Outlooks to Negative for United Fire Group, Inc. and Its Property/Casualty Subsidiaries
Dec 12, 2019	AM Best Affirms Credit Ratings of United Fire Group, Inc. and Its Property/Casualty Subsidiaries
Nov 16, 2018	A.M. Best Affirms Credit Ratings of United Fire Group, Inc. and Its Property/Casualty Subsidiaries
Sep 29, 2017	A.M. Best Affirms Credit Ratings of United Fire Group, Inc. and Its Property/Casualty Subsidiaries

1 2 3 Page size: 10 24 items in 3 pages

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EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of FL)

SS

County of Polk)

Rich Bushart, being first duly sworn, deposes and says that:

1. They are VP of Killebrew Inc, the Proposer that has submitted the attached Proposal;

2. They are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstance respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal of any other Proposer, or to fix any overhead, profit or cost element of the Cost Sheet or the Cost Sheet of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Polk County, a political subdivision of the State of Florida (County) or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

STATE OF FL

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of May, 2024, by Rich Bushart (*name*) as VP (*title of officer*) of Killebrew Inc (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Kay Jo Bidwell

Printed Name of Notary Public: Kay Jo Bidwell

Notary Commission Number and Expiration: HH 075215 Feb 06, 2025

(AFFIX NOTARY SEAL)

KAY JO BIDWELL
Notary Public - State of Florida
Commission # HH 075215
My Comm. Expires Feb 6, 2025
Bonded through National Notary Assn.

EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM

Proposer must sign and have notarized:

The undersigned Contractor hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Information, Item #6, and will comply.

Dated this 23rd Day of May 2024

Name of Firm: Killebrew Inc

By: Rich Bushart VP

Title of Person Signing

This foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 23rd day of May, 2024, by Rich Bushart (*name*) as VP (*title of officer*) of Killebrew Inc (*entity name*), on behalf of the company, who [X] is personally known to me or [ ] has produced _____ as identification.

Notary Public Signature: Kay Jo Bidwell

Printed Name of Notary Public: Kay Jo Bidwell

Notary Commission Number and Expiration: HH075215 Feb 06, 2025

(AFFIX NOTARY SEAL)

KAY JO BIDWELL
Notary Public - State of Florida
Commission # HH 075215
My Comm. Expires Feb 6, 2025
Bonded through National Notary Assn.

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all proposers and submitted with their RFP submittal:

Company Name: Killebrew Inc

DBA/Fictitious Name (if applicable): _____

TIN #: 59-2952542

Address: 2830 Winter Lake Rd

City: Lakeland

State: FL

Zip Code: 33807

County: Polk

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

Contact Person: William C. Thomas IV

Phone Number: (863)701-0273

Cell Phone Number: (863)559-9405

Email Address: bill@killebrewinc.net

Type of Organization (select one type)

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

State of Incorporation: Florida

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

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 24-246, Utilities Construction Services

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

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

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

Company Name: Killebrew Inc.

Signature: Rich Bushart

Title: VP

Date: 05/23/2024

State of: FL

County of: Polk

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 23rd day of May, 2024, by Rich Bushart (*name*) as VP (*title of officer*) of Killebrew Inc (*entity name*), on behalf of the company, who [X] is personally known to me or [ ] has produced _____ as identification.

Notary Public Signature: Kay Jo Bidwell

Printed Name of Notary Public: Kay Jo Bidwell

Notary Commission Number and Expiration: HH075215 Feb 06, 2025

(AFFIX NOTARY SEAL)

KAY JO BIDWELL
Notary Public - State of Florida
Commission # HH 075215
My Comm. Expires Feb 6, 2025
Bonded through National Notary Assn.

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

PROJECT NAME: RFP 24-246, Utilities Construction Services

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

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

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

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

Executed this 23rd day of May, 2024.

ATTEST:

By: Denise Henderson

PRINTED NAME: Denise Henderson

Its: Corp Secretary

CONTRACTOR:

By: Killebrew Inc

PRINTED NAME: Rich Bushart

Its: VP

E-Verify
Employment Eligibility Verification

Welcome Cindy Adamson | User ID CADA1602 | Last Login 01:08 PM - 02/04/2016 | Log Out

Click any $ for help

Home

New Case
View Cases
Search Cases

Edit Profile
Change Password
Change Security Questions

Edit Company Profile
Add New User
View Existing Users
Close Company Account

View Reports

View Essential Resources
Take Tutorial
View User Manual
Share Ideas
Contact Us

Company Information

Company Name: Killebrew, Inc.

View / Edit

Company ID Number: 368030
Doing Business As (DBA) Name:
DUNS Number: 087511572

Physical Location:

Address 1: 2830 Winter Lake Road
Address 2:
City: Lakeland
State: FL
Zip Code: 33803
County: POLK

Mailing Address:

Address 1: P O Box 6258
Address 2:
City: Lakeland
State: FL
Zip Code: 33807-6258

Additional Information:

Employer Identification Number: 592952542
Total Number of Employees: 20 to 99
Parent Organization:
Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

View / Edit

Total Hiring Sites: 1

View / Edit

Total Points of Contact: 1

View / Edit

April 23, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
RFP 24-246, Utilities Construction Services

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

Contained within this addendum: Questions and answers.

Respectfully,

Ari Goldstein
Ari Goldstein
Senior Procurement Analyst
Procurement Division

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

Signature: _____
Printed Name: Rich Bushart
Title: VP
Company: Killebrew Inc

May 14, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
RFP 24-246, Utilities Construction Services

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

Contained within this addendum: Questions and answers.

Respectfully,

Ari Goldstein
Ari Goldstein
Senior Procurement Analyst
Procurement Division

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

Signature: _____
Printed Name: Rich Bushart
Title: VP
Company: Killebrew Inc

May 24, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3
RFP 24-246, Utilities Construction Services

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

Contained within this addendum: Revisions, Questions and Answers.

Respectfully,

Ari Goldstein
Ari Goldstein
Senior Procurement Analyst
Procurement Division

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

Signature: _____
Printed Name: Rich Bushart
Title: VP
Company: Killebrew Inc.

A. City of Plant City

B. Name and location of project: Reynolds Creek Sewer System Repair , Plant City

C. Size and cost of the project: Sewer System Emergency Repair, $723,700.00

D. Project owner's representative name, address, phone number, and email address: Tonya Grant, 1802 Spooner Dr Plant City, 813-757-9208, tgrant@plantcitygov.com

E. Date project was completed or is anticipated to be completed: January 2020

F. The nature of the firm's responsibility on the project and equipment types: Killebrew was awarded a continuing services, multi-year contract 19-031 titled "Utilities Annual Services." On this project, our in-house services provided included MOT, dewatering, open-cut pipe installation, restoration, and concrete work. Equipment used (and owned) included track hoe, loader, dump truck, compactors, and numerous small tools and supplies.

G. Identify the key staff and their role on each project: Ian Lund: senior project manager and advanced MOT; Jimmy McCormick: general superintendent over all work performed on this contract; Darrel Fisher: project superintendent over this project; Rich Bushart: cost estimating; Gary Oda: project designer and AutoCAD work; Bill Thomas, PhD, PE: professional engineering, contractor licenses, advanced MOT; up to 4 of our 14 foremen and crews for all construction services.

H. Identify any subcontractors and their roles: NorthPoint Land Surveying: professional surveyor Shenendoah: vac truck services.

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, etc.: .: Original: not applicable due to emergency (reactive) nature of project; final: $723,700.00

J. Provide the original time of completion and the actual time Original: not applicable due to emergency (reactive) nature of project days; final: 90 days.

K. Response time from the original call to the time your staff was on site and ready to work (emergency projects only): 30 minutes.

A. City of Boynton Beach

B. Name and location of project: Loquat Tree and Old Spanish Trail WM Pipe Bursting; Boynton Beach, FL.

C. Size and cost of the project: Pipe burst approximately 2,500 LF of 4" asbestos-cement water main with 8" HDPE; replaced services, hydrants, and valves. $350,532.32.

D. Project owner's representative name, address, phone number, and email address: Brandon Mingo, City of Boynton Beach, 124 E. Woolbright Rd., Boynton Beach, FL 33435; office: (561) 742-6476; mingob@bbfl.us.

E. Date project was completed or is anticipated to be completed: January 2020.

F. The nature of the firm's responsibility on the project and equipment types: Killebrew was awarded a continuing services, multi-year contract Bid No. 036-2821-16/TP titled "Pre-Chlorinated Pipe Bursting of Potable Water Mains." Our in-house services included all professional engineering, advanced MOT designs/certifications, all AutoCAD work for design plans and record drawings, permitting, construction and record drawings. Our in-house construction services included horizontal directional boring (for long-side services), pipe bursting, concrete work, and asphalt patch paving. Equipment used (and owned) included backhoes, dump trucks, pipe bursting rig, directional boring rig, paving machine, roller, compactors, and numerous small tools and supplies.

G. Identify the key staff and their role on each project: Ian Lund: senior project manager and advanced MOT; Jimmy McCormick: general superintendent over all work performed on this contract; Bill Hilyard: project superintendent over this project; Rich Bushart: cost estimating; Gary Oda: project designer and AutoCAD work; Bill Thomas, PhD, PE: professional engineering, contractor licenses, advanced MOT; 1 of our 14 foremen and crews for all construction services.

H. Identify any subcontractors and their roles: NorthPoint Land Surveying: professional land surveyor services; Nadic: geotechnical testing services.

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, etc.: Original: $426,950.00; final: $406,950.00; unused contingencies.

J. Provide the original time of completion and the actual time: Original: 60 days; actual: 50 days.

K. Response time from the original call to the time your staff was on site and ready to work (emergency projects only): Not applicable (non-emergency project).

A. Polk County Utilities
B. Name and location of project: Christina Blvd Water Main Pipe Bursting
C. Size and cost of the project: Pipe burst approximately 11,500 feet of 4" through 12" water main, customized MOT, concrete restoration, landscaping, and mill / overlay. $2,369,548.00
D. Project owner's representative name, address, phone number, and email address: Holden Wright P.E, Polk County Utilities, 1011 Jim Keene Blvd., Winter Haven, FL 33880; office: (863) 298-4101; holdenwright@polk-county.net.
E. Date project was completed or is anticipated to be completed: October 2022.
F. The nature of the firm's responsibility on the project and equipment types: Killebrew was awarded a continuing services, multi-year contract 19-031 titled "Utilities Annual Services." On this project, our in-house services included all professional engineering, advanced MOT designs/certifications, all AutoCAD work for design plans and record drawings, permitting, construction and record drawings. Our in-house construction services included horizontal directional boring (for long-side services), pipe bursting, concrete work, and asphalt patch paving. Equipment used (and owned) included backhoes, dump trucks, pipe bursting rig, directional boring rig, paving machine, roller, compactors, and numerous small tools and supplies.
G. Identify the key staff and their role on each project: Ian Lund: senior project manager and advanced MOT; Jimmy McCormick: general superintendent over all work performed on this contract; David: project superintendent over this project; Rich Bushart and Will Easley: cost estimating; Gary Oda: project designer and AutoCAD work; Bill Thomas, PhD, PE: professional engineering, contractor licenses, advanced MOT; 4 of our 14 foremen and crews for all construction services.
H. Identify any subcontractors and their roles: NorthPoint Land Surveying: professional land surveyor services; Imperial Testing: geotechnical testing services; General Asphalt: milling and paving; Rangeline: wet tapping; Sabcon: horizontal directional boring.
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, etc.: Original: $1,891,615.70; final: $ 2,369,548.00; Owner directed addition of milling and overlay of Blvd.
J. Provide the original time of completion and the actual time: Original: 300 days; actual: 300 days.
K. Response time from the original call to the time your staff was on site and ready to work (emergency projects only): Not applicable (non-emergency project).

A. Polk County Utilities

B. Name and location of project: Longboat and Champions Gate 24" FM Emergency

C. Size and cost of the project: 24" FM emergency; $147,931.00.

D. Project owner's representative name, address, phone number, and email address: Ryan Bengsch, Polk County Utilities, 1011 Jim Keene Blvd., Winter Haven, FL 33880; office: (863) 298-4101; ryanbengsch@polk-county.net.

E. Date project was completed or is anticipated to be completed: December 2023

F. The nature of the firm's responsibility on the project and equipment types: Killebrew was awarded a continuing services, multi-year contract 19-031 titled "Utilities Annual Services." On this project, our in-house services provided included MOT, dewatering, open-cut pipe installation, restoration, and concrete work. Equipment used (and owned) included track hoe, loader, dump truck, compactors, and numerous small tools and supplies.

G. Identify the key staff and their role on each project: Ian Lund: senior project manager and advanced MOT; Chuck Eisenhauer: general superintendent over all work performed on this contract; David Dease: project superintendent over this project; Rich Bushart: cost estimating; Gary Oda: project designer and AutoCAD work; Bill Thomas, PhD, PE: professional engineering, contractor licenses, advanced MOT; up to 4 of our 14 foremen and crews for all construction services.

H. Identify any subcontractors and their roles: NorthPoint Land Surveying: professional surveyor services; Rangeline: wet tapping; Imperial Testing: geotechnical testing services; Shenendoah: vac truck services; Central Concrete Products: sidewalk restoration.

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, etc.: Original: not applicable due to emergency (reactive) nature of project; final: $147,931.00.

J. Provide the original time of completion and the actual time: Original: not applicable due to emergency (reactive) nature of project days; actual: 7 days.

K. Response time from the original call to the time your staff was on site and ready to work (emergency projects only): 30 minutes.

A. City of Auburndale
B. Name and location of project: Havendale Sewer Emergency, Auburndale FL
C. Size and cost of the project: Replacement of collapsed manhole and associated 12" gravity sewer. $222,656.00
D. Project owner's representative name, address, phone number, and email address: John Dickson City of Auburndale Utilities, 915 Charles Ave Auburndale FL 33881; office: (863) 965-5511; jdickson@auburndalefl.com
E. Date project was completed or is anticipated to be completed: January 2023
F. The nature of the firm's responsibility on the project and equipment types: Killebrew was awarded a continuing services, multi-year contract 19-031 titled "Utilities Annual Services." The City of Auburndale utilized piggy backing of the PCU annual for use on this project. On this project, our in-house services provided included MOT, dewatering, open-cut pipe installation, restoration, and concrete work. Equipment used (and owned) included track hoe, loader, dump truck, compactors, and numerous small tools and supplies.
G. Identify the key staff and their role on each project: Ian Lund: senior project manager and advanced MOT; Chuck Eisenhauer: general superintendent over all work performed on this contract; David Dease: project superintendent over this project; Rich Bushart: cost estimating; Gary Oda: project designer and AutoCAD work; Bill Thomas, PhD, PE: professional engineering, contractor licenses, advanced MOT; up to 2 of our 14 foremen and crews for all construction services.
H. Identify any subcontractors and their roles: Larson Grading and Paving: milling and paving, Shenendoah: vac truck services, Imperial Testing: Geotechnical Testing
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, etc.: Original: not applicable due to emergency (reactive) nature of project; final: $222,656.00
J. Provide the original time of completion and the actual time: Original: not applicable due to emergency (reactive) nature of project days; final: 60 days.
K. Response time from the original call to the time your staff was on site and ready to work (emergency projects only): 30 minutes.

List in-house, full service capabilities. Include crew response time, crew availability, and equipment availability, including subcontractors.

Killebrew's in-house services include professional engineering, advanced MOT design/certification, and construction. Our licensures in Florida include: Certified General Contractor, Certified Underground Utility and Excavation Contractor, Certified Plumbing Contractor, Class V Fireline Contractor, Stormwater Management Inspector, Advanced Maintenance of Traffic certification, Professional Engineering Business. We have approximately 100 full-time employees that comprise our 14 crews, project management, superintendence, estimating, and administrative staff. Killebrew's office is in Lakeland, FL, which is where it has been since its founding in 1989. All employees work from this office, and virtually all employees live in Polk County.

Our in-house construction capabilities include open-cut utility construction, pipe bursting, horizontal directional drilling, asphalt patch paving, earthwork, concrete work, plant construction, plumbing related work, pump stations, water plants, and wastewater plants.

We own over 200 pieces of equipment that are utilized in the performance of our services. An itemized list is too voluminous for one page. Highlights include: 5 pipe bursting rigs, 2 horizontal directional drill rigs, 10+ rubber-tire back hoes, 20+ track hoes up to 480-size machines, 15+ loaders, 3 bull dozers, vacuum excavators, broom tractors, compactors, rollers, 1 asphalt spreader, 3 water trucks, low boy (transport), 3 tanker trucks, 3 dump trucks, 3 material delivery trucks/flatbeds, fuel truck (service truck), mechanics' trucks, crew trucks, and passenger vehicles.

Crews are available 24 hours a day, everyday, including nights, weekends, and holidays as needed. Our emergency response history with Polk County, almost all cities within Polk County, and most adjoining municipalities will attest that Killebrew responds quickly and consistently in emergency situations to provide full-service, turn-key construction/repair services. Our response time is typically within 30 minutes.

Services most commonly subcontracted and the most commonly used subcontractors include: professional surveying (NorthPoint or Chastain Skillman), wet tapping (Rangeline Tapping or Advanced Tapping), milling and paving (General Asphalt, Turf and Dirt, Larsons Grading and Paving), large-diameter and/or long (+800 feet) directional boring (K3 or Sabcon), geotechnical services (Imperial Testing, Madrid, Nadic), pre- and post-video services (Kathy's Video or Frosty Films), sodding (F&M Sod or Resmondo), manhole / lift station coating (Maxx Environmental), CCTV / vac truck services (Shenendoah or Orange Industrial), and concrete restoration (Central Concrete Products, Larson Grading and Paving, or Turf and Dirt) . As we have developed relationships with our various subcontractors over a period of years, they both understand and support our unique ability to respond to emergencies of differing sizes and types. This partnership ensures that our subcontractors will provide services on nights, weekends, and holidays as needed.

Define in detail the components of the work for both a planned project and an emergency project, including applicable project management, design, permitting, and construction management and scheduling.

Planned Project

1. Receive communication from County's Project Manager (PM) to review/discuss scope of work to obtain and ensure a comprehensive understanding of PM's desired results for the project. (For demonstration purposes of this task, the project is assumed to be a pipeline within a public road right-of-way.)
2. Immediately call Sunshine One Call (811) for utility locate services in the proposed pipeline/roadway corridor for subsurface utility exploratory (SUE) work.
3. Prepare base drawings for design using aerial photography, property and parcel data using Property Appraiser and State GIS (LABINS.org) maps and data.
4. Conduct SUE work at site no sooner than 2 full business days after 811 call. Verify location(s) of existing utilities. Depict existing utilities on base drawings.
5. If right-of-way lines are ambiguous or maintained, order survey from subcontractor surveyor for verified right-of-way lines. Depict these on base drawings.
6. Identify available routes/options/issues on base drawings for proposed pipeline improvements (connections, groundwater, soil conditions, existing utilities, maintained vs. platted R/W, storm drainages, traffic/pedestrian corridors, vehicular and/or pedestrian MOT plans, potential detours, lane shifts, lane closures).
7. Develop potential solutions to issues and options for choices. Review/discuss these with PM to build consensus on solutions to issues and choices on options.
8. Develop design of proposed pipeline to meet project needs. Consider/utilize various construction techniques (open-cut, horizontal directional bore, jack and bore, pipe bursting, etc.) during the design phase to: (a) minimize cost to build the project while maximizing value, (b) minimize schedule to build project, (c) minimize disruption to pedestrian traffic, (d) minimize disruption to vehicular traffic, and (e) minimize disruption to neighborhood.
9. Finalize design with PM's approval. Apply for and obtain applicable permits (DOH, DEP, FDOT, Polk County Transportation Dept., SWFWMD are most common).
10. Prepare cost budget and submit to PM for PM to issue a PO to build the project.
11. Obtain PO, permits, and construction bond if applicable. Order materials. Develop project construction schedule. Schedule our crew(s) and subcontractors, as applicable. Schedule and conduct a preconstruction meeting with PM, and critical project members (Operations staff, key subs, etc.).
12. Coordinate/communicate with Public Information Office and/or homeowner's associations, neighborhood groups, etc. if needed for town hall meetings, water outage notices, restoration/traffic issues, etc. of upcoming work.
13. Construct and integrity-test project pipeline.
14. Prepare draft record drawings for regulatory agency clearance(s), if required. Submit for and obtain applicable clearance(s). Make final pipeline connections.
15. Complete project final completion walk through with PM and County inspection staff as required.
16. Prepare and submit to PM final record drawings complete submittal package (final record drawings with PLS/PSM and PE seals and signatures, drawing digital file(s), CSV file).

Emergency Project

1. Receive call from County's lead on-site Operations staff member, on some cases this staff member will serve as point of communication for County on this project. Clarify and establish communication with either this person or County PM or Manager acting as PM on this project.
2. Review/discuss emergency with PM to be sure we fully understand scope, extent, and nature of the emergency as best the PM understands it at that moment in time. Establish critical path to mitigate risk on this project. These may include contacting local law enforcement to provide traffic control assistance until MOT can be installed, protecting property and or water ways from contamination, establishing temporary water source for residents and or businesses, or installing bypass operations to maintain sewer operation to name of few of the most common.
3. Immediately dispatch crew(s), equipment, and subcontractors to scene. Dispatch materials procurement staff to get the necessary materials, from our inventory if available, materials supplier if needed, or County inventory if County knows they have the necessary materials on-hand and want to use them to make the repair(s).
4. Focus primarily on the protection of public health, safety and property. Set up barricades, ribbons, equipment with flashers, light plants, variable message boards, etc. to eliminate to the fullest extent possible endangerment to the public and protection of property. This may also include protecting waterways and private property established within number 2 above that fall outside of the roadway.
5. Notify Bill Skelton, Amy Gregory, and Mianne Nelson to notify them of a potential road closure or other impacts to both pedestrian and vehicular traffic. If road closure is imminent, contact FDOT maintenance staff to advise them of closure to see if they have any nearby road closures that may conflict with the emergency closure.
6. Call Sunshine One Call if emergency is during normal business hours. Use IRTH if emergency is outside of normal business hours. Call utility providers on list from 811 ticket to find out who locators for the area are for other utilities and call them individually to explain the emergency and request their immediate attention to locate the area. We maintain a list of locator supervisors with various utility providers that we can contain directly to aid in expediting locates rather than solely relying on 811 for notifications to existing utilities in the area.
7. Set up MOT, and drive route to make sure it makes sense. Adjust if needed.
8. Set up bypass pumps and/or dewatering pumps if needed to get flow under control.
9. Commence excavation carefully now that MOT and bypasses are in place. Expose and assess the actual failure. Remove failed piece(s) of existing utility line and replace with new materials.
10. Reactivate the existing utility while excavation is open to ensure leak-tight connections were made.
11. Begin backfilling and restoration work. Remove bypass and dewatering systems.
12. If a roadway was excavated to make the repair, contact the County's Transportation Dept. to determine the desired patch cross-section for rebuilding the road. Then, rebuild the road.
13. Remove MOT devices.
14. Develop cost budget and submit to PM for PO issuance.

Provide the number of registered complaints/business violations filed with any State Department of Professional Regulation, Polk County Building Division, or any governmental Building Division.

None.

Organizational chart

- **Customer, Polk County Utilities**
  - **Ian Lund, Director of Project Management & Safety (primary customer liaison)**
    - Project Management
      - Ethan Bailey, EI, Project Manager
      - Hunter Elliott, Project Manager
    - Construction Management
      - Jimmy McCormick & Chuck Eisenhauer
        - David Dease, Project Superintendent
        - Jimmy McCormick, JR, Project Superintendent
        - Juan Huerta, Project Superintendent
        - Darrell Fisher, Project Superintendent
        - Bruce Herold, Project Superintendent
        - 14 Foremen and crews
        - Subcontractors
        - Suppliers
  - **Estimating, Rich Bushart**
    - Dusty Stephens, Estimator
    - Matthew Thomas, Estimator
  - **Engineering, Bill Thomas, PhD, PE**
    - Gary Oda, Project Designer
  - **Accounting & Human Resources, Denise Henderson**
    - Kay Jo Bidwell
    - Maria Frias
    - Jill Baggert
  - **Equipment Manager, Trent Gibson**
    - Steve Weller, Mechanic
    - Joe Price, Welder
    - William Cassidy, Transport Driver
    - Truck drivers
    - Subcontractor mechanics and truck drivers

List employees available to perform the services.

Name & Licensing	Position	Work History, years	
		Position/Occupation	Current Employer
Bill Thomas, PhD, PE (FL: PE, CGC, CUC, CFC, Adv. MOT, Class V Fireline)	President	37	24
Rich Bushart	Gen. Mgr, VP	36	27
Ian Lund (Adv. MOT)	Sr PM, Safety Director, VP	24	19
Denise Henderson	CFO	27	27
Jimmy McCormick	Gen. Supt	44	31
Chuck Eisenhauer	Gen. Supt	43	20
Ethan Bailey, EI	Project Manager	5	1
Hunter Elliott	Project Manager	12	6
Dusty Stephens	Estimator	10	5
Matthew Thomas	Estimator	1	1
Trent Gibson	Fleet Manager	20	10
David Dease	Project Supt.	16	16
Bruce Herold	Project Supt.	30	27
Jimmy McCormick Jr.	Project Supt.	8	8
Juan Huerta	Project Supt.	24	24
Darrell Fisher	Project Supt.	46	12
Kenny Braswell	Bore Supt. / Foreman	11	11
Billy Wolfe	Foreman	19	19
Mike Fisher	Foreman	20	11
Kevin Mitchell	Foreman	25	10
Tyler Ohara	Foreman	10	8
Pedro Rebollar	Foreman	20	11
Austin Paige	Foreman	3	1
Roger White	Foreman	18	15
Mike Monday	Foreman	21	16
Chris James	Foreman	7	2
Shaun Monday	Foreman	6	6
Bill Hilyard	Foreman	29	16
Victor Jimenez	Foreman	11	7
Justin Flores	Foreman	15	12
The remaining individuals of our 100-person staff will not be listed individually but are of the utmost importance and are critical to our success. Remaining staff include the following positions: operators, pipelayers, laborers, mechanics, truck/transport drivers, administrative support			

BILL THOMAS, PhD, PE

EXPERIENCE:	37 YEARS EXPERIENCE IN CONSTRUCTION AND ENGINEERING
EDUCATION:	DOCTOR OF PHILOSOPHY & MASTER OF SCIENCE IN CIVIL ENGINEERING, UNIVERSITY OF SOUTH FLORIDA BACHELOR OF SCIENCE, GEORGIA SOUTHERN UNIVERSITY
REGISTRATIONS & CERTIFICATIONS:	FLORIDA PROFESSIONAL ENGINEER, NO. 50664 FLORIDA CERTIFIED UTILITY & EXCAVATION CONTRACTOR, CUC1224160 FLORIDA CERTIFIED GENERAL CONTRACTOR, CGC1515807 FLORIDA CERTIFIED PLUMBING CONTRACTOR, CFC1428425 FLORIDA FIRE PROTECTION SYSTEM CONTRACTOR V, NO. 19741400012010 FDOT ADVANCED MAINTENANCE OF TRAFFIC CERTIFICATION FDEP QUALIFIED STORMWATER MANAGEMENT INSPECTOR MODIFIED CLASS II TRAINED FOR ASBESTOS-CEMENTITIOUS PIPE GEORGIA UTILITY MANAGER, NO. UM101880

WORK EXPERIENCE:

KILLEBREW, INC., General Manager to President, Lakeland, FL 2000 - Present
Management of up to $25M annual revenue company and up to 150 employees, to include daily operations, budgeting, business strategic planning, estimating, and project management. Professional engineering design, hydraulic modeling, and permitting. Bid preparation and review. Customer/client relations and technical sales.

POLK COUNTY UTILITIES, Engineer/Engineering Manager, Bartow, FL 1990-2000
Design, permitting, and construction management of capital improvements projects. Permitting/permit renewals of water and wastewater treatment facilities. Hydraulic modeling for capacity and water quality evaluations. Research/evaluate treatment technologies and equipment. Manage Repair and Replacement Capital Improvements Program ($3M - $7M annual budget). Contract management of consultants and contractors for design, permitting and construction services.

APAC-GEORGIA, Project Manager/Engineer, Augusta, GA 1987-1990
Manage utility and roadway construction projects for cities, counties, Georgia Department of Transportation, and Federal Highway Administration. Field surveying and construction layout. Cost estimating, bid preparation, and project management.

Adjunct Professor, University of South Florida, Lakeland, FL 1998
Teaching undergraduate environmental engineering core courses.

RICH BUSHART

EXPERIENCE: 36 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: WESTFIELD HIGH SCHOOL
WESTFIELD, IL

WORK EXPERIENCE:

KILLEBREW, INC., Pipelayer to General Manager, Lakeland, FL 1997 – Present
Manage construction of multiple projects ranging from $50,000 to $25,000,000 in size. Nature of projects is new and rehabilitation utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, estimating, meeting and coordinating with engineers, owners, and inspectors.

MID-STATE PAVING, Foreman, Auburndale, FL 1992-1997
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

PHILLIPS & JORDAN, Foreman, Dade City, FL 1988-1992
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

IAN LUND

EXPERIENCE: 24 YEARS EXPERIENCE IN CONSTRUCTION AND SURVEYING

EDUCATION: KATHLEEN HIGH SCHOOL, LAKELAND, FL
UNIVERSITY OF SOUTH FLORIDA, TAMPA, FL

WORK EXPERIENCE:

KILLEBREW, INC., Senior Project Manager/Estimator/Safety Manager, Killebrew, Inc., Lakeland, FL, 2005 - Present
Construction cost estimating, managing, and design of projects ranging from $5,000 to $20,000,000 in size. Nature of projects is site development, new and rehabilitation utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include take-offs, pricing, bid preparation, meeting and coordinating with engineers, owners, inspectors, subcontractors and in-house superintendents and crews.

Design experience includes working with in-house professional engineering staff, CAD staff, owners, right-of-way entities, and other utilities for the design and permitting of utility projects of similar size and scope and described above. Design duties include preparation of maintenance of traffic plans under the direct supervision of a professional engineer, meeting with owners and right-of-way agents to review, discuss, and finalize maintenance of traffic plans; design of utility and pipeline project under the direct supervision of a professional engineer; and preparation of regulatory agency permit applications of these projects.

Maintenance of traffic education instruction experience includes working as and with in-house Advanced Maintenance of Traffic Certified Instructor and Florida Professional Engineer to prepare coursework and administer course and field training for flagging courses and certification; prepare coursework and administer course and field training for intermediate maintenance of traffic courses and certification; and administer and assist in grading exams of flagging and intermediate courses.

Safety manager experience includes design and implementation of Killebrew Inc. safety policies and procedures. Developed curriculum and online training programs for all field staff from new hires to tenured employees. Programs include intensive loader and excavator training institute that is being modeled by several other companies in our region.

NORTHPOINT LAND SURVEYING, INC., Rodman to Surveyor, Lakeland, FL 2000 – 2005
Survey crew member (rodman to party chief) for site surveying, to include construction layout, as-builts, parcel surveying and mapping, and mortgage surveys.

CHUCK EISENHAUER

EXPERIENCE: 43 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: WESTERN WAYNE HIGH SCHOOL, SOUTH CANNAN, PA

WORK EXPERIENCE:

KILLEBREW, INC., Foreman to General Superintendent, Lakeland, FL 2004 – Present
Manage construction of multiple projects ranging from $5,000 to $12,000,000 in size. Nature of projects is new and rehabilitation site development, utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

UTILITY PIPING SYSTEMS, INC., Foreman, Utility Piping Systems, Lakeland, FL 1981-1989
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

JIMMY MCCORMICK

EXPERIENCE: 44 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: KATHLEEN HIGH SCHOOL, LAKELAND, FL

WORK EXPERIENCE:

KILLEBREW, INC., Foreman to General Superintendent, Lakeland, FL 1993 – Present
Manage construction of multiple projects ranging from $5,000 to $12,000,000 in size. Nature of projects is new and rehabilitation site development, utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

B & J CONCRETE, Foreman, Lakeland, FL 1991-1993
Foreman for pipe construction and concrete of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries, sidewalks, curb and gutter, retaining walls, etc.

EMPIRE PIPE, Foreman, Lakeland, FL 1980-1991
Foreman for pipe construction of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

DARRELL FISHER

EXPERIENCE: 46 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: LAKELAND HIGH SCHOOL, LAKELAND, FL

WORK EXPERIENCE:

KILLEBREW, INC., Foreman to Project Superintendent, Lakeland, FL 2012 – Present
Manage construction of multiple projects ranging from $5,000 to $12,000,000 in size. Nature of projects is new and rehabilitation site development, utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

SWELL CONSTRUCTION, Foreman, Oviedo, FL 2011-2012
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

CATHCART CONTRACTING, Foreman, Winter Springs, FL 2009-2011
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

MARLON DUNN CONTRACTING, Foreman, Plant City, FL 1994-2009
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

TRUJILLO CONSTRUCTION, Foreman/Operator, Winter Haven, FL1991-1994
Field supervision and management of jack and bore operations, sizes from 2" to 80".

PROFESSIONAL CONTRACTING, Foreman/Operator, Lakeland, FL 1989-1991
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

UTILITY PIPING SYSTEMS, Foreman/Operator, Lakeland, FL 1978-1989
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

BRUCE HEROLD

EXPERIENCE: 30 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: LAKELAND SENIOR HIGH SCHOOL, LAKELAND, FL

WORK EXPERIENCE:

KILLEBREW, INC., Pipelayer to Project Superintendent, Lakeland, FL 1997 - Present
Manage construction of multiple projects ranging from $50,000 to $5,000,000 in size. Nature of projects is new and rehabilitation utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

MARLON DUNN, Pipelayer, Lakeland, FL 1994 - 1997
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

JUAN HUERTA

EXPERIENCE: 24 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: WEST BRIDGE SECONDARY SCHOOL, GRAND RAPIDS, MI

WORK EXPERIENCE:

KILLEBREW, INC., Pipelayer to Project Superintendent, Lakeland, FL 2000 – Present
Manage construction of multiple projects ranging from $5,000 to $5,000,000 in size. Nature of projects is new and rehabilitation site development, utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

DAVID DEASE

EXPERIENCE: 16 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: LAKELAND HIGH SCHOOL, LAKELAND FL

WORK EXPERIENCE:

KILLEBREW, INC., Foreman to Superintendent, Lakeland, FL 2013 – Present
Manage construction of multiple projects ranging from $5,000 to $5,000,000 in size. Nature of projects is new and rehabilitation site development, utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

GARY ODA

EXPERIENCE:	27 YEARS OF SURVEYING / CONSTRUCTION EXPERIENCE 3 YEARS AS A CORRECTIONAL OFFICER/PROGRAM DIRECTOR/ CASE MANAGER
EDUCATION:	COASTAL GEORGIA COMMUNITY COLLAGE UNIVERSITY OF ADVANCE COMPUTER TECHNOLOGY ITT TECHNICAL INSTITUTE ST. ANNE HIGH SCHOOL
CERTIFICATIONS:	AUTOCAD CIVIL 3D - USING GIS MAP DATA IN CIVIL 3D ENVIRONMENT AUTOCAD CIVIL 3D FOR SURVEYORS AUTOCAD - LAND DEVELOPMENT LEVEL 1

WORK EXPERIENCE:

KILLEBREW, INC., Project Designer, Lakeland, FL, 2017 - Present
Design, permitting, and construction management of capital improvements projects. Permitting/permit renewals of water and wastewater treatment facilities. Hydraulic modeling for capacity and water quality evaluations. Utilizing an array of different ideas, sources, supplied survey data, GIS data & PDF markups to produce highly informative and highly detailed final submittal drawings, record drawings and conceptual designs.

BHA GROUP, CAD DESIGNER, FOLKSTON, GA, 1997-2017
Create complex fabrications, installation and purchase drawings from engineer sketches, OEM drawing and actual parts. Responsible for laying out and designing mechanical and structural assemblies. Create 3D drawings of mechanical parts and assemblies.

US AIR FORCE, Aerospace Ground Equipment Technician,1984-1997
Responsible for ground technical equipment; maintenance and repair.

MATTHEW THOMAS

EXPERIENCE: 1 YEAR EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: BACHELOR OF SCIENCE IN BUSINESS, UNIVERSITY OF SOUTH FLORIDA

WORK EXPERIENCE:

KILLEBREW, INC., Estimator, Lakeland, FL 2023 - Present
Estimate and project management of multiple projects ranging from $50,000 to $2,000,000 in size. Nature of projects is new and rehabilitation utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 60-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

DUSTY STEPHENS

EXPERIENCE: 10 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: MARATHON HIGH SCHOOL, MARATHON, FL

WORK EXPERIENCE:

KILLEBREW, INC., Estimator, Lakeland, FL 2019 - Present
Estimate and project management of multiple projects ranging from $50,000 to $2,000,000 in size. Nature of projects is new and rehabilitation utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 60-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

NORTHPOINT LAND SURVEYING, INC., Rodman to Surveyor, Lakeland, FL 2014 – 2019
Survey crew member (rodman to party chief) for site surveying, to include construction layout, as-builts, parcel surveying and mapping, and mortgage surveys.

ETHAN BAILEY, EI

EXPERIENCE:	5 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY
EDUCATION:	BACHELOR OF SCIENCE IN CIVIL ENGINEERING, UNIVERSITY OF FLORIDA ASSOCIATES OF ARTS, FLORIDA GATEWAY COLLEGE
REGISTRATIONS & CERTIFICATIONS:	FLORIDA ENGINEER INTERN, NO. 1100022549 FDEP QUALIFIED STORMWATER MANAGEMENT INSPECTOR

WORK EXPERIENCE:

KILLEBREW, INC., Project Manager, Lakeland, FL 2023 – Present
Project management of multiple projects ranging from $500,000 to $4,600,000 in size. Nature of projects is new and rehabilitation utility construction of water, wastewater, and stormwater systems. Scope of projects includes pipe sizes from 1-inch to 18-inch pipe of various types, pump stations, structures, and ancillaries. Projects also include reconstruction and paving of adjacent roadways. Duties include day-to-day management, supervision, take-offs, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

JOHNSON BROS. CORP., Field Engineer to Project Engineer, West Palm Beach, FL 2019 - 2023
Manage construction and engineering of multiple projects ranging from $97,000,000 to $122,000,000 in size. Nature of projects was new construction of FDOT drawbridges across the intracoastal waterway, as well as a fixed bridge across Lake Worth Lagoon. Projects also included reconstruction and paving of the connecting roadways and approaches to the new bridges as well as various utility adjustments and stormwater system construction. Duties included day-to-day management, supervision, take-offs, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

JIMMY MCCORMICK JR

EXPERIENCE: 8 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: KATHLEEN HIGH SCHOOL, LAKELAND, FL

WORK EXPERIENCE:

KILLEBREW, INC., Pipelayer to Project Superintendent, Lakeland, FL 2016 – Present
Manage construction of multiple projects ranging from $5,000 to $5,000,000 in size. Nature of projects is new and rehabilitation site development, utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

KENNY BRASWELL

EXPERIENCE: 11 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: HAINES CITY HIGH SCHOOL, HAINES CITY, FL

WORK EXPERIENCE:

KILLEBREW, INC., Pipelayer to Project Superintendent, Lakeland, FL 2003 – Present
Manage construction of multiple projects ranging from $5,000 to $5,000,000 in size. Nature of projects is new and rehabilitation site development, utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

HUNTER ELLIOTT

EXPERIENCE: 12 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: SANTA FE HIGH SCHOOL, LAKELAND FL

WORK EXPERIENCE:

Killebrew, Inc. Project Manager 2016 – Present
Construction managing and safety implementation of projects ranging from $5,000 to $20,000,000 in size. Nature of projects is site development, new and rehabilitation utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include take-offs, pricing, bid preparation, meeting and coordinating with engineers, owners, inspectors, subcontractors and in-house superintendents and crews. Other duties include the inspection and implementation of Killebrew Inc. safety policies for all field crews.

EK Services, Pipelayer to Foreman 2010 – 2016
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

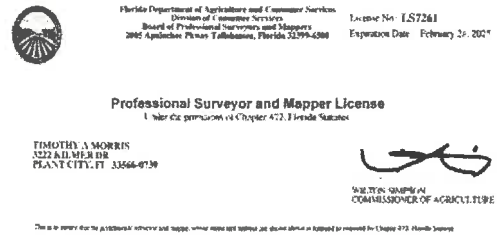
Demonstrate each key staff's availability and office and home location to respond to the needs of the project. Please remember that you will also need to identify the key staff identified to be used under the subcontractors as identified above.

Staff Member	Office	Home	Availability
Bill Thomas	Lakeland	Alturas	Given that this contract is an indefinite delivery, indefinite quantity (IDIQ) contract, it is impossible to speculate about resource needs, demands, especially staff commitment or availability. We are proud to state though that we have never failed to deliver on IDIQ contracts or conventional project-specific contracts. Killebrew has always been successful in delivering the needed services in a timely manner to meet the needs of every project, from emergencies to planned, long-term projects.
Rich Bushart	Lakeland	Lakeland	
Ian Lund	Lakeland	Lakeland	
Denise Henderson	Lakeland	Lakeland	
Jimmy McCormick	Lakeland	Lakeland	
Chuck Eisenhauer	Lakeland	Lakeland	
Ethan Bailey	Lakeland	Lakeland	
Hunter Elliott	Lakeland	Lakeland	
Dusty Stephens	Lakeland	Lakeland	
Matthew Thomas	Lakeland	Tampa	
Trent Gibson	Lakeland	Winter Haven	
David Dease	Lakeland	Lakeland	
Bruce Herold	Lakeland	Lakeland	
Jimmy McCormick Jr.	Lakeland	Lakeland	
Juan Huerta	Lakeland	Winter Haven	
Darrell Fisher	Lakeland	Lakeland	
Kenny Braswell	Lakeland	Davenport	
Billy Wolfe	Lakeland	Lakeland	
Mike Fisher	Lakeland	Lakeland	
Kevin Mitchell	Lakeland	Frostproof	
Tyler Ohara	Lakeland	Lakeland	
Pedro Rebollar	Lakeland	Haines City	
Austin Paige	Lakeland	Lakeland	
Roger White	Lakeland	Lakeland	
Mike Monday	Lakeland	Lakeland	
Chris James	Lakeland	Lakeland	
Shaun Monday	Lakeland	Lakeland	
Bill Hilyard	Lakeland	Winter Haven	
Victor Jimenez	Lakeland	Haines City	

List subcontractors to be used and their location from which resources will be committed to the Project. Include the subcontractors' capabilities and experience relative to this RFP's scope of service. Submit a copy of their applicable licenses and/or certificates qualifying them to perform the work.

Given that this contract is an IDIQ contract, it is not possible at this time to specify resource (staff and/or equipment) commitment; however, subcontractors and suppliers listed below are frequently used by Killebrew on IDIQ and project-specific contracts and are fully capable of meeting the needs of our projects. The table below provides the contact person, company name, office and home locations, and service(s) provided. Evidence of their licensures are provided following the table.

Staff Name/Company	Office	Home	Service(s)
Al McGhin/Imperial Testing	Lakeland	Lakeland	Geotechnical testing & engineering
Eze Nnadi/Nadic	Maitland	Maitland	Geotechnical testing & engineering
Pat O'Leary/NorthPoint Land Surveying	Lakeland	Lakeland	Surveying
Craig Fuller/CivilSurv	Lakeland	Lakeland	Surveying & engineering
Kelly Burns/Sabcon	Winter Haven	Winter Haven	Directional boring
Jamis Simmons/General Asphalt	Lakeland	Lakeland	Paving
Pamela Hyatt/ Hyatt Survey	Bradenton	Bradenton	Survey
Laurie Soleim / LP Video	Orlando	Orlando	Precon Video
Various staff/Ferguson	Winter Haven & Tampa	Winter Haven & Tampa	Materials supply



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

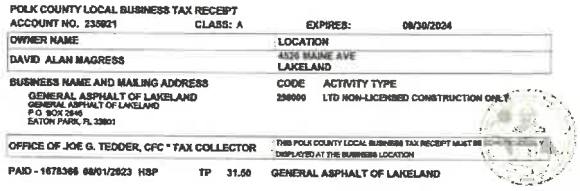
License No: LS7261
Expiration Date: February 28, 2025

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

TIMOTHY A MORRIS
3222 KILMER DR
PLANT CITY, FL 33566-9739

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is authorized to practice in accordance with Chapter 472, Florida Statutes.



POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 235921 CLASS: A EXPIRES: 09/30/2024

OWNER NAME	LOCATION
DAVID ALAN MAGRESS	4536 MAINE AVE LAKELAND

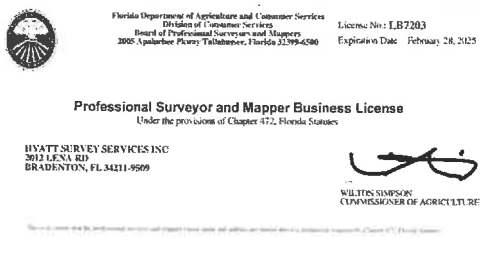
BUSINESS NAME AND MAILING ADDRESS
GENERAL ASPHALT OF LAKELAND
GENERAL ASPHALT OF LAKELAND
P O BOX 2846
EATON PARK, FL 33801

CODE ACTIVITY TYPE
290000 LTD NON-LICENSED CONSTRUCTION ONLY

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

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

PAID - 1678366 08/01/2023 HSP TP 31.50 GENERAL ASPHALT OF LAKELAND



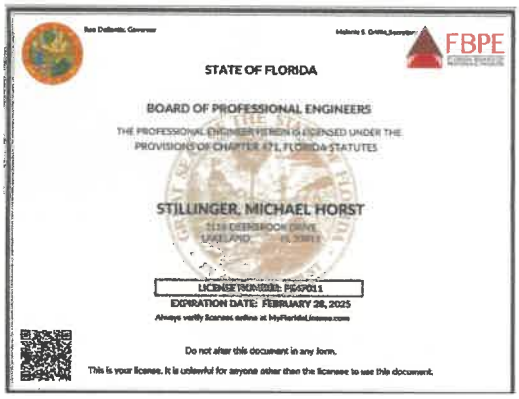
Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No: LB7203
Expiration Date: February 28, 2025

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

HYATT SURVEY SERVICES INC
2012 LENA RD
BRADENTON, FL 34211-9509

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE



Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

STILLINGER, MICHAEL HORST
5134 DEERBROOK DRIVE
LAKELAND FL 33811

LICENSE NUMBER: PE47011
EXPIRATION DATE: FEBRUARY 28, 2025
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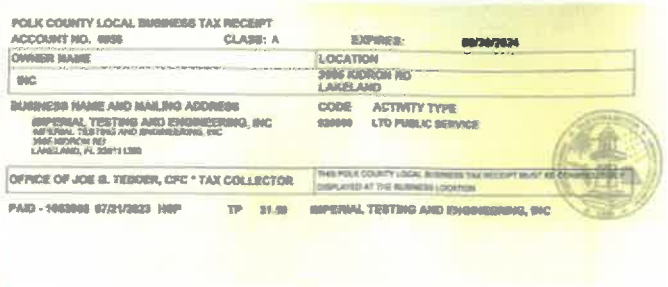
State of Florida

Minority Business Certification

IMPERIAL TESTING AND ENGINEERING INC

Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from
06/23/2023 to 06/23/2025

Florida Department of Management Services



POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 6956 CLASS: A EXPIRES: 09/30/2024

OWNER NAME	LOCATION
INC	3906 KIDRON RD LAKELAND

BUSINESS NAME AND MAILING ADDRESS
IMPERIAL TESTING AND ENGINEERING, INC
IMPERIAL TESTING AND ENGINEERING, INC
3906 KIDRON RD
LAKELAND, FL 33811-1339

CODE ACTIVITY TYPE
930000 LTD PUBLIC SERVICE

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

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

PAID - 1663966 07/21/2023 HSP TP 31.50 IMPERIAL TESTING AND ENGINEERING, INC



Tax Collector Scott Randolph **Local Business Tax Receipt** **Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other similar authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added December 1

2023 EXPIRES 9/30/2024

3114 VIDEO 530.00 2 EMPLOYEES : 3114-0563036

TOTAL TAX 530.00
PREVIOUSLY PAID 530.00
TOTAL DUE 00.00

SOLEIM LAURIE PRESIDENT

1818 ELSA ST (MOBILE)
U - ORLANDO, 32805

LP VIDEO PRODUCTIONS INC
SOLEIM LAURIE
1818 ELSA ST
ORLANDO FL 32805-3420

PAID 530.00 0089-01113226 7/20/2023

This receipt is official when validated by the Tax Collector.



Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE

STATE OF FLORIDA

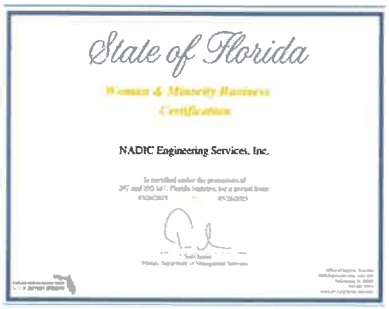
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

NNADI, GODWIN NGOZI
13412 SPLASH COURT
ORLANDO FL 32828-0000

LICENSE NUMBER: PE50637
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

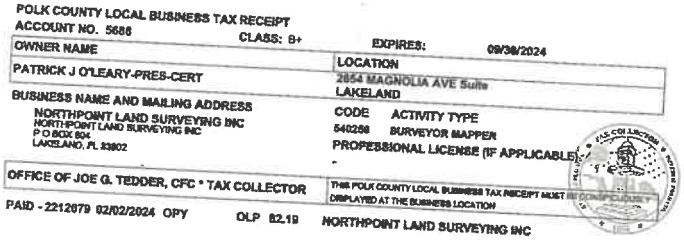
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State of Florida

Woman & Minority Business Certification

NADIC Engineering Services, Inc.



POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 5686 CLASS: B+ EXPIRES: 09/30/2024

OWNER NAME	LOCATION
PATRICK J O'LEARY-PRES-CERT	2854 MAGNOLIA AVE Suite LAKELAND

BUSINESS NAME AND MAILING ADDRESS
NORTHPOINT LAND SURVEYING INC
NORTHPOINT LAND SURVEYING INC
P O BOX 804
LAKELAND, FL 33802

CODE ACTIVITY TYPE
540250 SURVEYOR MAPPER
PROFESSIONAL LICENSE (IF APPLICABLE)
-

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

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

PAID - 2212879 02/02/2024 OPY OLP 82.19 NORTHPOINT LAND SURVEYING INC

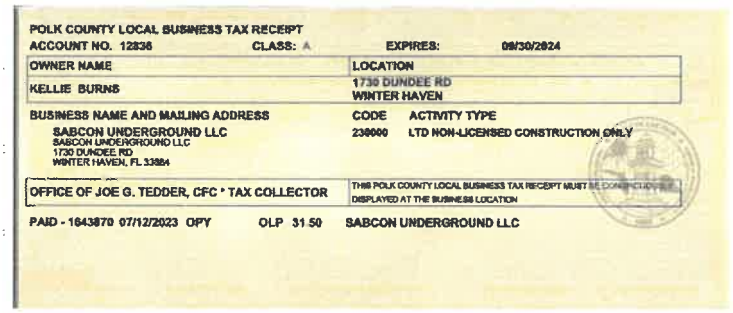


Florida Department of Agriculture and Consumer Services
Board of Professional Surveyors and Mappers

LS5130

Professional Surveyor and Mapper
PATRICK JOSEPH O'LEARY

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2025



POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 12836 CLASS: A EXPIRES: 09/30/2024

OWNER NAME	LOCATION
KELLIE BURNS	1730 DUNDEE RD WINTER HAVEN

BUSINESS NAME AND MAILING ADDRESS
SABCON UNDERGROUND LLC
SABCON UNDERGROUND LLC
1730 DUNDEE RD
WINTER HAVEN, FL 33884

CODE ACTIVITY TYPE
238000 LTD NON-LICENSED CONSTRUCTION ONLY

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

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

PAID - 1643870 07/12/2023 OPY OLP 31.50 SABCON UNDERGROUND LLC



Ron DeSantis, Governor Halsey S. Beshears, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
THE UNDERGROUND UTILITY & EXCAVATION CONTRACTOR IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BURNS, KELLIE ANNE
SABCON UNDERGROUND LLC
1730 DUNDEE RD
WINTER HAVEN FL 33884

LICENSE NUMBER: CUC1225572
EXPIRATION DATE: AUGUST 31, 2024
Always verify licenses online at MyFloridaLicense.com

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The remaining subcontractors and suppliers do not require a professional license in order to provide their services.

Describe your approach and methodology to provide the scope of services requested in this RFP.

The following narrative outlining Killebrew's approach to the Polk County Utilities Construction Services RFP is formulated based on years of experience on contracts of this nature. It describes and illustrates how we will accomplish the work assignments within budget and meet project schedules. In addition, it will describe the importance of communication and resources when working on a contract of this nature in a County as large as Polk.

The exact, detailed scopes and schedules of work are uncertain currently, which is the nature of IDIQ work. However, Killebrew is proud to say we excel at innovation in design and construction. Regardless of whether the work is planned or emergency response, our design/build services, without fail, prove time and again that we are the most qualified for contracts of this type. Our design staff and construction management staff work together daily allowing us continuous opportunities to cross this boundary, which is all too often problematic in conventional design-bid-build projects.

Unlike the design-bid-build scenario which often creates adversaries among the contractor, engineer, and owner, the essence of this RFP is partnering. By partnering (design-build for planned projects and solution based free flowing communication for emergency response) the owner, contractor, and engineer tend to be more proactive and look out for the collective good in the pre-construction phase of planned projects and during the initial response on emergency projects.

During both the pre-construction phase of planned projects and the initial response on emergency projects the goals are very similar. For both types of projects, it is imperative that all parties establish a single point of contact such that communication can be streamlined in the most efficient manner. For emergency projects the initial communication will establish critical path tasks that will include public safety, restoration of services, notifications for changing traffic and pedestrian patterns, and environmental impacts. While these are also a concern on planned projects they are easily mitigated via the controlled nature of planned projects. On the other hand, topics such as future growth, impacts to the community, hydraulic conditions / goals, impacts to traffic in sensitive areas such as school zones, existing utilities, material availability, and general project goals take center stage during the early communication on planned projects.

After these early stages of communications, the two different types of projects head in drastically different directions:

Planned Projects

Upon completion of initial design meetings / communication planned projects move to the early design and drafting stages. 811 is notified to initiate existing utility investigations which may include SUE work and route surveys. Draft plans are prepared and shared with the project manager, or another assigned point of contact such that all parties agree the goals outlined in the early planning stages are on track at various check points throughout the design. If the planned project is of a more urgent nature permit applications will be submitted concurrently to the design review to expedite the design timeline. For standard planned projects permit submittal will typically occur after consensus is built around the construction drawings. Once the construction drawings are complete (this will also be the time permits are completed, but permit completion is not

required to move to the next step of the process) the project moves to the budgeting stage. It is during this stage that pricing is prepared by the contractor and submitted to the County for PO issuance. During this stage should any work be required by other County annual contract holders their pricing will also be submitted to the County. These scopes may include but are not limited to electrical, instrumentation, or pump procurement. In addition to a budget the project schedule will also be provided during this stage and prior to PO issuance. Once a PO has been issued, we will provide a bond to the County and look to schedule a preconstruction meeting. The preconstruction meeting will be used to coordinate with Polk County operations staff on valve operation, interruptions to service, and basic system functionality that will need a team coordinated effort during construction; conversely this meeting will also provide a platform for the various team members to meet and share their roles in the project which will not replace the single point of contact but provide clarity on project team members duties during the project. The preconstruction meeting will simultaneously serve as the last leg of planning and the first in construction as the project now moves to the mobilization phase. Mobilization precedes the actual construction at which time meetings will shift to a progress nature at an agreed upon interval. During construction we will continue to work closely with both operations and inspections staff to ensure a smooth and transparent project. By working closely team members can easily make field adjustments to unforeseen circumstances that do not impact time or money on the project. In the event an unforeseen issue arises that will impact time and or money our project manager will work hand in hand with the County assigned point of contact to find the most appropriate resolution that is most equitable to all parties involved. As the project nears completion clearances or other regulatory close out may be required which will be prepared by our design team with input and information from our field staff in a timely manner to avoid delays out of our control and attributed to the slow pace of review often encountered within the various regulatory bodies. With clearances in hand final connections on the project along with remaining restoration will be completed and a walk through with the County and any other required parties will be scheduled. Upon the completion of any punch list items that were generated at the walk-through final record drawings and final pay request will be submitted essentially closing out the project.

Emergency Projects

The progress on emergency projects moves rapidly and many items are moving concurrently as opposed to the more linear nature of planned projects. After receiving the initial call to respond which often also serves as the preplanning stage the project quickly moves to mobilization. Mobilization takes place instantaneously after receiving the initial call, unlike with planned projects, the PM and superintendent while on their way to the emergency, establish communication with utility locators after calling in emergency locate tickets, procuring materials (through our partnering with Ferguson we are permitted 24 hour access to their inventory), transporting equipment to include shoring if needed, procuring bypass equipment if needed, pulling MOT devices from our inventory or via one of our MOT subcontractors, and continuing dialogue with the County. It is imperative that during this stage all team members understand that safety for all parties involved is the first and most critical item to establish. This includes setting up proper MOT that both provides protection for Killebrew and County staff but is also easily traversable for the general public, shutting down ruptured pipes via valving or line stops, establishing temporary pumping or bypassing of sewer systems to prevent spillage, and setting up other temporary infrastructure (temporary water service, temporary roads, etc) as needed to name a few. While these critical field items are taking place equally important communication is happening by our management staff (often times from a laptop at the site of the emergency) which includes notifying Bill Skelton, Amy Gregory, and Mianne Nelson with Polk County so public notification can be submitted, notifying the FDOT if applicable to initiate their Road Watch system, preparing water outage notices, drafting MOT plans for future stages of the project beyond the

initial emergency response and risk mitigation stage, and preparing scope sketches to outline the proposed repair that is forthcoming. Again, the project quickly moves forward as the mobilization stage gives way to the repair phase. Once dangers attributed to the utility break are mitigated the repair can begin. It is during this period that the exact nature of the emergency can be determined, and the repair can be made. Often the repair will take multiple days to complete. This again makes the ongoing communication between all parties critical as the decision will need to be made whether to work 24-hour shifts or standard working hours. This decision is typically dictated by the nature and location of the emergency with factors such utility service interruptions, traffic pattern impacts, weather forecasting, and impacts to the environment weighing heavily on the decision-making process. Once the repair has been completed and all project characteristics no longer resemble an emergency project the close out can begin. This may include meeting with roadway departments to determine extent of roadway repair, meeting with HOA boards to determine repairs to common areas, preparing record drawings, working up budgets for PO issuance, submission of bonds, and general demobilization.

ATTACHMENT C

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	Mobilization Reimbursement per Work Order Total				
1	$10,000 And Under	10	EA	$3,000.00	$30,000.00
2	$10,001 - $50,000	10	EA	$5,000.00	$50,000.00
3	$50,001 And Over	10	EA	$9,000.00	$90,000.00
	Emergency Mobilization per Work Order Total				
4	$10,000 And Under	10	EA	$5,000.00	$50,000.00
5	$10,001 - $50,000	10	EA	$6,100.00	$61,000.00
6	$50,001 And Over	10	EA	$11,500.00	$115,000.00
	Restoration, Includes Maintaining for 30 Days After Completion				
7	Seed and Mulch	500	SY	$1.25	$625.00
8	Sodding - Bahia	500	SY	$6.00	$3,000.00
9	Sodding - St. Augustine	500	SY	$8.00	$4,000.00
10	Water (1,000 gallons)	1,000	1,000 gal.	$0.80	$800.00
11	Hydro Seeding	500	SY	$2.00	$1,000.00
	Control and Abatement of Erosion and Water Pollution				
12	Sand Bagging	10	CY	$5.00	$50.00
13	Baled Hay and Staked	10	EA	$10.00	$100.00
14	Staked Silt Fence	200	LF	$3.00	$600.00
15	Floc Logs	10	EA	$72.00	$720.00
16	Lime Spreading	200	SY	$10.00	$2,000.00
	Clearing and Grubbing				
17	Clear Right-of- Way and Haul Off and Dispose Offsite (truck measure)	500	CY	$62.00	$31,000.00
18	Tree Trimming Services	5	ED	$1,500.00	$7,500.00
	Earthwork				
19	Excavation of Unsuitable Material - Haul Offsite and Dispose (truck measure)	180	CY	$45.00	$8,100.00
20	Borrow (truck measure)	180	CY	$45.00	$8,100.00
21	Pipe Bedding - Crushed Stone	36	CY	$75.00	$2,700.00
	Asphaltic Concrete Surface and Friction Courses				
22	1-1/2" Asphalt, Type S-III	50	SY	$60.00	$3,000.00

ATTACHMENT C

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
23	1" Asphalt Overlay, Type S-III	500	SY	$40.00	$20,000.00
24	Full Depth Asphalt, Type S-I or S-III	75	TN	$310.00	$23,250.00
25	Limerock Base, 12" Thick	50	SY	$55.00	$2,750.00
26	Crushed Concrete Base 12" Thick	50	SY	$55.00	$2,750.00
27	Roadway Density Test	25	EA	$200.00	$5,000.00
28	Proctor	4	EA	$500.00	$2,000.00
29	Class I Concrete	30	CY	$900.00	$27,000.00
30	Concrete, Miscellaneous, Reinforced (3,000 psi)	30	CY	$1,100.00	$33,000.00
31	Riprap (sand-cement)	30	CY	$200.00	$6,000.00
32	Flowable Fill	10	CY	$200.00	$2,000.00
33	Remove and Dispose of Existing Asphalt and Concrete (truck measure)	36	CY	$55.00	$1,980.00
34	Milling	5	ED	$4,000.00	$20,000.00
	Concrete Sidewalk, Driveways and Curb Elements				
35	Concrete Sidewalk or Driveway 4" Thick	60	SY	$100.00	$6,000.00
36	Concrete Sidewalk or Driveway 6" Thick	60	SY	$125.00	$7,500.00
37	Type F Curb and Gutter	300	LF	$50.00	$15,000.00
38	2' Valley Gutter (Miami)	300	LF	$50.00	$15,000.00
39	Sidewalk Ramp with Truncated Dome	10	EA	$2,000.00	$20,000.00
	Traffic Control Devices				
40	Barricade Type I or II, With Warning Light	1,000	ED	$2.00	$2,000.00
41	Barricade Type III, With Warning Light	500	ED	$3.00	$1,500.00
42	Signs, Construction	1,000	ED	$4.00	$4,000.00
43	Arrow Boards - 5' Minimum Horizontal Size	100	ED	$50.00	$5,000.00
44	Traffic Cones	2,000	ED	$2.00	$4,000.00
45	Flagger Person	100	HR	$50.00	$5,000.00
46	Thermoplastic Stripping - Solid Single Yellow or White Stripe	1,000	LF	$8.00	$8,000.00
47	Raised Pavement Marker	20	EA	$20.00	$400.00
48	Variable Message Boards	20	ED	$60.00	$1,200.00
49	Law Enforcement for Traffic Control	10	ED	$500.00	$5,000.00
50	Custom MOT Design (Advanced Cert Required)	10	EA	$20.00	$200.00

ATTACHMENT C

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	Cross Drains and Side Drains - Replacement				
51	18" Concrete Pipe Round	176	LF	$60.00	$10,560.00
52	18" Corrugated Metal Pipe Round	180	LF	$55.00	$9,900.00
53	24" Concrete Pipe Round	176	LF	$93.00	$16,368.00
54	24" Corrugated Metal Pipe Round	180	LF	$83.00	$14,940.00
55	30" Concrete Pipe Round	176	LF	$140.00	$24,640.00
56	30" Corrugated Metal Pipe Round	180	LF	$115.00	$20,700.00
57	36" Concrete Pipe Round	176	LF	$192.00	$33,792.00
58	36" Corrugated Metal Pipe Round	180	LF	$160.00	$28,800.00
	PVC C900 SDR 18, for Force Mains, 0' - 6' Depth				
59	4" SDR 18, PVC	1,500	LF	$15.00	$22,500.00
60	6" SDR 18, PVC	1,500	LF	$23.00	$34,500.00
61	8" SDR 18, PVC	1,500	LF	$35.00	$52,500.00
62	10" SDR 18, PVC	1,000	LF	$52.00	$52,000.00
63	12" SDR 18, PVC	1,000	LF	$72.00	$72,000.00
	PVC C900 SDR 25, for Force Mains, 0' - 6' Depth				
64	16" SDR 25, PVC	1,000	LF	$80.00	$80,000.00
65	20" SDR 25, PVC	1,000	LF	$117.00	$117,000.00
66	24" SDR 25, PVC	1,000	LF	$165.00	$165,000.00
67	30" SDR 25, PVC	1,000	LF	$250.00	$250,000.00
68	36" SDR 25, PVC	1,000	LF	$360.00	$360,000.00
69	42" SDR 25, PVC	1,000	LF	$900.00	$900,000.00
	PVC C900, for Water & Reclaimed Water Mains, 0' - 6' Depth				
70	4" C900 DR 18 PVC-BLUE	1,500	LF	$15.00	$22,500.00
71	4" C900 DR 18 PVC-PURPLE	1,500	LF	$15.00	$22,500.00
72	6" C900 DR 18 PVC-BLUE	1,500	LF	$24.00	$36,000.00
73	6" C900 DR 18 PVC-PURPLE	1,500	LF	$24.00	$36,000.00
74	8" C900 DR 18 PVC-BLUE	1,500	LF	$37.00	$55,500.00
75	8" C900 DR 18 PVC-PURPLE	1,500	LF	$38.00	$57,000.00
76	10" C900 DR 18 PVC-BLUE	1,000	LF	$54.00	$54,000.00
77	10" C900 DR 18 PVC-PURPLE	1,000	LF	$55.00	$55,000.00
78	12" C900 DR 18 PVC-BLUE	1,000	LF	$73.00	$73,000.00

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
79	12" C900 DR 18 PVC-PURPLE	1,000	LF	$74.00	$74,000.00
80	16" C900 DR 25 PVC-BLUE	1,000	LF	$80.00	$80,000.00
81	16" C900 DR 25 PVC-PURPLE	1,000	LF	$81.00	$81,000.00
82	20" C900 DR 25 PVC-BLUE	1,000	LF	$118.00	$118,000.00
83	20" C900 DR 25 PVC-PURPLE	1,000	LF	$119.00	$119,000.00
84	24" C900 DR 25 PVC-BLUE	1,000	LF	$168.00	$168,000.00
85	24" C900 DR 25 PVC-PURPLE	1,000	LF	$169.00	$169,000.00
86	30" C900 DR 25 PVC-BLUE	1,000	LF	$255.00	$255,000.00
87	30" C900 DR 25 PVC-PURPLE	1,000	LF	$256.00	$256,000.00
88	36" C900 DR 25 PVC-BLUE	1,000	LF	$369.00	$369,000.00
89	36" C900 DR 25 PVC-PURPLE	1,000	LF	$370.00	$370,000.00
90	42" C900 DR 25 PVC-BLUE	1,000	LF	$850.00	$850,000.00
91	42" C900 DR 25 PVC-PURPLE	1,000	LF	$900.00	$900,000.00
	Ductile Iron Pipe, 0'- 6' Depth				
92	4" DIP, Pressure Class 350	200	LF	$30.00	$6,000.00
93	6" DIP, Pressure Class 350	200	LF	$35.00	$7,000.00
94	8" DIP, Pressure Class 350	200	LF	$50.00	$10,000.00
95	10" DIP, Pressure Class 350	200	LF	$60.00	$12,000.00
96	12" DIP, Pressure Class 350	200	LF	$67.00	$13,400.00
97	16" DIP, Pressure Class 350	200	LF	$120.00	$24,000.00
98	20" DIP, Pressure Class 350	200	LF	$165.00	$33,000.00
99	24" DIP, Pressure Class 350	200	LF	$220.00	$44,000.00
100	30" DIP, Pressure Class 250	200	LF	$345.00	$69,000.00
101	36" DIP, Pressure Class 250	200	LF	$470.00	$94,000.00
102	42" DIP, Pressure Class 250	200	LF	$900.00	$180,000.00
	C110 Full Body Cement Lined, Flanged Fittings Without Accessories				
103	4" Tee	20	EA	$350.00	$7,000.00
104	6" x 4 Tee	20	EA	$450.00	$9,000.00
105	6" x 6" Tee	20	EA	$400.00	$8,000.00
106	8" x 4" Tee	20	EA	$625.00	$12,500.00
107	8" x 6" Tee	20	EA	$580.00	$11,600.00
108	8" x 8" Tee	20	EA	$670.00	$13,400.00
109	10" x 4" Tee	10	EA	$900.00	$9,000.00

ATTACHMENT C

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
110	10" x 6" Tee	10	EA	$850.00	$8,500.00
111	10" x 8" Tee	10	EA	$875.00	$8,750.00
112	10" x 10" Tee	10	EA	$1,050.00	$10,500.00
113	12" x 4" Tee	10	EA	$1,225.00	$12,250.00
114	12" x 6" Tee	10	EA	$1,170.00	$11,700.00
115	12" x 8" Tee	10	EA	$1,230.00	$12,300.00
116	12" x 10" Tee	10	EA	$1,465.00	$14,650.00
117	12" x 12" Tee	10	EA	$1,480.00	$14,800.00
118	16" x 6" Tee	10	EA	$2,120.00	$21,200.00
119	16" x 8" Tee	10	EA	$2,050.00	$20,500.00
120	16" x 10" Tee	10	EA	$2,400.00	$24,000.00
121	16" x 12" Tee	10	EA	$2,290.00	$22,900.00
122	16" x 16" Tee	10	EA	$2,350.00	$23,500.00
123	20" x 6" Tee	10	EA	$3,350.00	$33,500.00
124	20" x 8" Tee	10	EA	$3,400.00	$34,000.00
125	20" x 10" Tee	10	EA	$3,460.00	$34,600.00
126	20" x 12" Tee	10	EA	$3,600.00	$36,000.00
127	20" x 16" Tee	10	EA	$4,410.00	$44,100.00
128	20" x 20" Tee	10	EA	$3,800.00	$38,000.00
129	24" Tee	10	EA	$6,000.00	$60,000.00
130	24" x 20" Tee	10	EA	$6,830.00	$68,300.00
131	4" Cap	20	EA	$100.00	$2,000.00
132	4" 11 1/4 Degree Bend	20	EA	$190.00	$3,800.00
133	4" 45 Degree Bend	20	EA	$160.00	$3,200.00
134	4" 90 Degree Bend	20	EA	$178.00	$3,560.00
135	6" Cap	20	EA	$125.00	$2,500.00
136	6" 11 1/4 Degree Bend	20	EA	$300.00	$6,000.00
137	6" 45 Degree Bend	20	EA	$250.00	$5,000.00
138	6" 90 Degree Bend	20	EA	$275.00	$5,500.00
139	8" Cap	20	EA	$210.00	$4,200.00
140	8" 11 1/4 Degree Bend	20	EA	$390.00	$7,800.00
141	8" 45 Degree Bend	20	EA	$370.00	$7,400.00
142	8" 90 Degree Bend	20	EA	$450.00	$9,000.00
143	10" Cap	10	EA	$320.00	$3,200.00
144	10" 11 1/4 Degree Bend	10	EA	$675.00	$6,750.00

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COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
145	10" 45 Degree Bend	10	EA	$675.00	$6,750.00
146	10" 90 Degree Bend	10	EA	$720.00	$7,200.00
147	12" Cap	10	EA	$420.00	$4,200.00
148	12" 11 1/4 Degree Bend	10	EA	$1,000.00	$10,000.00
149	12" 45 Degree Bend	10	EA	$800.00	$8,000.00
150	12" 90 Degree Bend	10	EA	$925.00	$9,250.00
151	16" Cap	10	EA	$715.00	$7,150.00
152	16" 11 1/4 Degree Bend	10	EA	$1,400.00	$14,000.00
153	16" 45 Degree Bend	10	EA	$1,175.00	$11,750.00
154	16" 90 Degree Bend	10	EA	$1,500.00	$15,000.00
155	20" Cap	10	EA	$1,335.00	$13,350.00
156	20" 11 1/4 Degree Bend	10	EA	$2,370.00	$23,700.00
157	20" 45 Degree Bend	10	EA	$2,150.00	$21,500.00
158	20" 90 Degree Bend	10	EA	$2,560.00	$25,600.00
159	24" Cap	10	EA	$1,990.00	$19,900.00
160	24" 11 1/4 Degree Bend	10	EA	$3,660.00	$36,600.00
161	24" 45 Degree Bend	10	EA	$4,000.00	$40,000.00
162	24" 90 Degree Bend	10	EA	$4,220.00	$42,200.00
163	6" Long Solid Sleeve Coupling	20	EA	$300.00	$6,000.00
164	8" Long Solid Sleeve Coupling	20	EA	$400.00	$8,000.00
165	10" Long Solid Sleeve Coupling	10	EA	$500.00	$5,000.00
166	12" Long Solid Sleeve Coupling	10	EA	$600.00	$6,000.00
167	16" Long Solid Sleeve Coupling	10	EA	$900.00	$9,000.00
168	20" Long Solid Sleeve Coupling	10	EA	$1,000.00	$10,000.00
169	24" Long Solid Sleeve Coupling	10	EA	$2,000.00	$20,000.00
170	6" x 4" Reducer	20	EA	$225.00	$4,500.00
171	8" x 6" Reducer	20	EA	$370.00	$7,400.00
172	10" x 8" Reducer	10	EA	$500.00	$5,000.00
173	12" x 10" Reducer	10	EA	$810.00	$8,100.00
174	16" x 12" Reducer	10	EA	$1,260.00	$12,600.00
175	20" x 16" Recuer	10	EA	$1,740.00	$17,400.00
176	24" x 20" Reducer	10	EA	$3,215.00	$32,150.00
177	Miscellaneous C110 Flanged Fittings Not Listed (Sold By The Pound)	2,000	LB	$10.00	$20,000.00
178	P401 Lining on Fitting 4" to 12"	30	EA	$600.00	$18,000.00
179	P401 Lining on Fitting 16" to 24"	30	EA	$1,200.00	$36,000.00

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COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	C153 Mechanical Joint Cement Lined Fittings or Flanged Without Accessories				
180	4" Tee	20	EA	$130.00	$2,600.00
181	6" x 4" Tee	20	EA	$210.00	$4,200.00
182	6" x 6" Tee	20	EA	$230.00	$4,600.00
183	8" x 4" Tee	20	EA	$250.00	$5,000.00
184	8" x 6" Tee	20	EA	$280.00	$5,600.00
185	8" x 8" Tee	20	EA	$340.00	$6,800.00
186	10" x 4" Tee	10	EA	$380.00	$3,800.00
187	10" x 6" Tee	10	EA	$390.00	$3,900.00
188	10" x 8" Tee	10	EA	$425.00	$4,250.00
189	10" x 10" Tee	10	EA	$485.00	$4,850.00
190	12" x 4" Tee	10	EA	$460.00	$4,600.00
191	12" x 6" Tee	10	EA	$474.00	$4,740.00
192	12" x 8" Tee	10	EA	$530.00	$5,300.00
193	12" x 10" Tee	10	EA	$680.00	$6,800.00
194	12" x 12" Tee	10	EA	$685.00	$6,850.00
195	16" x 6" Tee	10	EA	$940.00	$9,400.00
196	16" x 8" Tee	10	EA	$1,020.00	$10,200.00
197	16" x 10" Tee	10	EA	$1,350.00	$13,500.00
198	16" x 12" Tee	10	EA	$1,220.00	$12,200.00
199	16" x 16" Tee	10	EA	$1,540.00	$15,400.00
200	20" x 6" Tee	10	EA	$1,545.00	$15,450.00
201	20" x 8" Tee	10	EA	$1,580.00	$15,800.00
202	20" x 10" Tee	10	EA	$2,140.00	$21,400.00
203	20" x 12" Tee	10	EA	$1,960.00	$19,600.00
204	20" x 16" Tee	10	EA	$1,980.00	$19,800.00
205	20" x 20" Tee	10	EA	$2,120.00	$21,200.00
206	24" Tee	10	EA	$2,130.00	$21,300.00
207	24" x 20" Tee	10	EA	$3,530.00	$35,300.00
208	4" Cap	20	EA	$40.00	$800.00
209	4" 11 1/4 Degree Bend	20	EA	$75.00	$1,500.00
210	4" 45 Degree Bend	20	EA	$80.00	$1,600.00
211	4" 90 Degree Bend	20	EA	$100.00	$2,000.00
212	6" Cap	20	EA	$65.00	$1,300.00

ATTACHMENT C

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COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
213	6" 11 1/4 Degree Bend	20	EA	$122.00	$2,440.00
214	6" 45 Degree Bend	20	EA	$130.00	$2,600.00
215	6" 90 Degree Bend	20	EA	$160.00	$3,200.00
216	8" Cap	20	EA	$105.00	$2,100.00
217	8" 11 1/4 Degree Bend	20	EA	$165.00	$3,300.00
218	8" 45 Degree Bend	20	EA	$190.00	$3,800.00
219	8" 90 Degree Bend	20	EA	$230.00	$4,600.00
220	10" Cap	10	EA	$135.00	$1,350.00
221	10" 11 1/4 Degree Bend	10	EA	$270.00	$2,700.00
222	10" 45 Degree Bend	10	EA	$275.00	$2,750.00
223	10" 90 Degree Bend	10	EA	$360.00	$3,600.00
224	12" Cap	10	EA	$200.00	$2,000.00
225	12" 11 1/4 Degree Bend	10	EA	$330.00	$3,300.00
226	12" 45 Degree Bend	10	EA	$400.00	$4,000.00
227	12" 90 Degree Bend	10	EA	$485.00	$4,850.00
228	16" Cap	10	EA	$400.00	$4,000.00
229	16" 11 1/4 Degree Bend	10	EA	$800.00	$8,000.00
230	16" 45 Degree Bend	10	EA	$785.00	$7,850.00
231	16" 90 Degree Bend	10	EA	$1,100.00	$11,000.00
232	20" Cap	10	EA	$650.00	$6,500.00
233	20" 11 1/4 Degree Bend	10	EA	$1,225.00	$12,250.00
234	20" 45 Degree Bend	10	EA	$1,240.00	$12,400.00
235	20" 90 Degree Bend	10	EA	$1,900.00	$19,000.00
236	24" Cap	10	EA	$890.00	$8,900.00
237	24" 11 1/4 Degree Bend	10	EA	$1,630.00	$16,300.00
238	24" 45 Degree Bend	10	EA	$1,900.00	$19,000.00
239	24" 90 Degree Bend	10	EA	$2,850.00	$28,500.00
240	6" Long Solid Sleeve Coupling	10	EA	$145.00	$1,450.00
241	8" Long Solid Sleeve Coupling	10	EA	$230.00	$2,300.00
242	10" Long Solid Sleeve Coupling	10	EA	$275.00	$2,750.00
243	12" Long Solid Sleeve Coupling	10	EA	$370.00	$3,700.00
244	16" Long Solid Sleeve Coupling	10	EA	$710.00	$7,100.00
245	20" Long Solid Sleeve Coupling	10	EA	$1,125.00	$11,250.00
246	24" Long Solid Sleeve Coupling	10	EA	$1,485.00	$14,850.00
247	6" x 4" Reducer	10	EA	$95.00	$950.00

ATTACHMENT C

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
248	8" x 6" Reducer	10	EA	$135.00	$1,350.00
249	10" x 8" Reducer	10	EA	$190.00	$1,900.00
250	12" x 10" Reducer	10	EA	$260.00	$2,600.00
251	16" x 12" Reducer	10	EA	$525.00	$5,250.00
252	20" x 16" Recuer	10	EA	$825.00	$8,250.00
253	24" x 20" Reducer	10	EA	$1,700.00	$17,000.00
254	Miscellaneous C153 MJ Fittings Not Listed (Sold By The Pound)	2,000	LB	$10.00	$20,000.00
255	P401 Lining on Fitting 4" to 12"	30	EA	$500.00	$15,000.00
256	P401 Lining on Fitting 16" to 24"	30	EA	$1,000.00	$30,000.00
	Gate Valve and Box, Resilient Seated				
257	2" Gate Valve and Box	20	EA	$580.00	$11,600.00
258	4" Gate Valve and Box	20	EA	$950.00	$19,000.00
259	6" Gate Valve and Box	15	EA	$1,225.00	$18,375.00
260	8" Gate Valve and Box	15	EA	$1,950.00	$29,250.00
261	10" Gate Valve and Box	10	EA	$3,000.00	$30,000.00
262	12" Gate Valve and Box	10	EA	$3,800.00	$38,000.00
263	16" Gate Valve and Box	5	EA	$9,800.00	$49,000.00
264	20" Gate Valve and Box	5	EA	$18,000.00	$90,000.00
265	24" Gate Valve and Box	5	EA	$24,000.00	$120,000.00
266	30" Gate Valve and Box	2	EA	$45,000.00	$90,000.00
267	36" Gate Valve and Box	2	EA	$65,000.00	$130,000.00
268	42" Gate Valve and Box	2	EA	$90,000.00	$180,000.00
	Butterfly valve and Box				
269	12" Butterfly Valve and Box	5	EA	$2,600.00	$13,000.00
270	16" Butterfly Valve and Box	5	EA	$4,900.00	$24,500.00
271	20" Butterfly Valve and Box	2	EA	$6,300.00	$12,600.00
272	24" Butterfly Valve and Box	2	EA	$9,050.00	$18,100.00
273	30" Butterfly Valve and Box	1	EA	$18,000.00	$18,000.00
274	36" Butterfly Valve and Box	1	EA	$22,500.00	$22,500.00
275	42" Butterfly Valve and Box	1	EA	$35,000.00	$35,000.00
	Plug Valve and Box				
276	2" Plug Valve and Box	5	EA	$530.00	$2,650.00

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COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
277	4" Plug Valve and Box	5	EA	$750.00	$3,750.00
278	6" Plug Valve and Box	5	EA	$1,200.00	$6,000.00
279	8" Plug Valve and Box	5	EA	$2,600.00	$13,000.00
280	10" Plug Valve and Box	5	EA	$3,500.00	$17,500.00
281	12" Plug Valve and Box	5	EA	$4,200.00	$21,000.00
282	16" Plug Valve and Box	5	EA	$8,600.00	$43,000.00
283	20" Plug Valve and Box	2	EA	$16,200.00	$32,400.00
284	24" Plug Valve and Box	2	EA	$35,000.00	$70,000.00
285	30" Plug Valve and Box	1	EA	$53,000.00	$53,000.00
286	36" Plug Valve and Box	1	EA	$73,500.00	$73,500.00
	OS & Y Valve				
287	4" OS&Y Valve	5	EA	$1,240.00	$6,200.00
288	6" OS&Y Valve	5	EA	$1,610.00	$8,050.00
289	8" OS&Y Valve	5	EA	$2,500.00	$12,500.00
290	10" OS&Y Valve	5	EA	$3,600.00	$18,000.00
291	12" OS&Y Valve	5	EA	$4,700.00	$23,500.00
292	16" OS&Y Valve	2	EA	$23,900.00	$47,800.00
	Horizontal Directional Drill				
293	1" DR9 HDPE CTS, Roadway Undercrossing	4,000	LF	$15.00	$60,000.00
294	2" DR9 HDPE DIPS, Roadway Undercrossing	4,000	LF	$25.00	$100,000.00
295	4" DR11 HDPE DIPS, Roadway Undercrossing	4,000	LF	$35.00	$140,000.00
296	6" DR11 HDPE DIPS, Roadway Undercrossing	2,000	LF	$45.00	$90,000.00
297	8" DR11 HDPE DIPS, Roadway Undercrossing	1,500	LF	$55.00	$82,500.00
298	10" DR11 HDPE DIPS, Roadway Undercrossing	1,000	LF	$60.00	$60,000.00
299	12" DR11 HDPE DIPS, Roadway Undercrossing	1,000	LF	$75.00	$75,000.00
300	16" DR11 HDPE DIPS, Roadway Undercrossing	1,000	LF	$120.00	$120,000.00
301	20" DR11 HDPE DIPS, Roadway Undercrossing	1,000	LF	$180.00	$180,000.00
302	24" DR11 HDPE DIPS, Roadway Undercrossing	1,000	LF	$250.00	$250,000.00
	Pipe Removal				
303	Remove existing AC pipe up through 6"	600	LF	$13.00	$7,800.00
304	Remove existing AC pipe 8" through 12"	600	LF	$15.00	$9,000.00
305	Remove existing AC pipe 14" thtough 20"	600	LF	$25.00	$15,000.00

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COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
306	Remove existing AC pipe 24" through 36"	600	LF	$30.00	$18,000.00
307	Dispose of existing AC pipe material removed	360	CY	$60.00	$21,600.00
	Machine Pit and Pipe Insertion Pit Excavation				
308	Up to 4' deep	30	EA	$1,700.00	$51,000.00
309	Over 4' and up to 6'	30	EA	$2,200.00	$66,000.00
310	Over 6' and up to 8'	30	EA	$2,500.00	$75,000.00
311	Over 8" up to 10'	30	EA	$2,800.00	$84,000.00
312	Over 10' up to 12'	20	EA	$3,200.00	$64,000.00
313	Over 12' up to 14'	20	EA	$3,400.00	$68,000.00
314	Over 14' up to 16'	20	EA	$3,800.00	$76,000.00
315	Over 16' up to 18'	10	EA	$5,200.00	$52,000.00
316	Over 18' up to 20'	10	EA	$6,400.00	$64,000.00
	Service Lateral Reconnection, Fitting and Valve Pit Excavation				
317	Up to 4' deep	30	EA	$600.00	$18,000.00
318	Over 4' and up to 6'	30	EA	$700.00	$21,000.00
319	Over 6' and up to 8'	30	EA	$800.00	$24,000.00
320	Over 8" up to 10'	30	EA	$1,500.00	$45,000.00
321	Over 10' up to 12'	20	EA	$2,500.00	$50,000.00
322	Over 12' up to 14'	20	EA	$3,000.00	$60,000.00
323	Over 14' up to 16'	20	EA	$3,500.00	$70,000.00
324	Over 16' up to 18'	10	EA	$4,100.00	$41,000.00
325	Over 18' up to 20'	10	EA	$4,500.00	$45,000.00
	Point Repair Excavation				
326	Up to 4' deep	10	EA	$1,500.00	$15,000.00
327	Over 4' and up to 6'	10	EA	$2,100.00	$21,000.00
328	Over 6' and up to 8'	10	EA	$2,300.00	$23,000.00
329	Over 8" up to 10'	10	EA	$2,600.00	$26,000.00
330	Over 10' up to 12'	8	EA	$3,000.00	$24,000.00
331	Over 12' up to 14'	8	EA	$3,500.00	$28,000.00
332	Over 14' up to 16'	8	EA	$4,500.00	$36,000.00
333	Over 16' up to 18'	4	EA	$5,000.00	$20,000.00
334	Over 18' up to 20'	4	EA	$5,500.00	$22,000.00

ATTACHMENT C

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	Pipe Bursting with SDR 19 HDPE IPS for Gravity Systems "PlexVue Gray"				
335	4" Diameter	1,000	LF	$35.00	$35,000.00
336	6" Diameter	1,000	LF	$38.00	$38,000.00
337	8" Diameter	1,000	LF	$42.00	$42,000.00
338	10" Diameter	1,000	LF	$46.00	$46,000.00
339	12" Diameter	1,000	LF	$50.00	$50,000.00
340	14" Diameter	1,000	LF	$66.00	$66,000.00
341	16" Diameter	1,000	LF	$74.00	$74,000.00
342	18" Diameter	1,000	LF	$90.00	$90,000.00
343	20" Diameter	600	LF	$110.00	$66,000.00
344	24" Diameter	600	LF	$140.00	$84,000.00
345	30" Diameter	600	LF	$190.00	$114,000.00
346	32" Diameter	600	LF	$250.00	$150,000.00
347	36" Diameter	600	LF	$300.00	$180,000.00
	Pipe Bursting with SDR 17 HDPE IPS for Gravity Systems "PlexVue Gray"				
348	4" Diameter	2,000	LF	$40.00	$80,000.00
349	6" Diameter	2,000	LF	$45.00	$90,000.00
350	8" Diameter	2,000	LF	$47.00	$94,000.00
351	10" Diameter	2,000	LF	$50.00	$100,000.00
352	12" Diameter	2,000	LF	$60.00	$120,000.00
352	14" Diameter	1,000	LF	$100.00	$100,000.00
354	16" Diameter	1,000	LF	$120.00	$120,000.00
355	18" Diameter	1,000	LF	$150.00	$150,000.00
356	20" Diameter	1,000	LF	$200.00	$200,000.00
357	24" Diameter	1,000	LF	$280.00	$280,000.00
358	30" Diameter	1,000	LF	$350.00	$350,000.00
359	32" Diameter	800	LF	$380.00	$304,000.00
360	36" Diameter	800	LF	$400.00	$320,000.00
	Pipe Bursting with SDR 17 HDPE DIP for Pressure Systems with Color Specific Striping				
361	4" Diameter	2,000	LF	$40.00	$80,000.00
362	6" Diameter	2,000	LF	$42.00	$84,000.00
363	8" Diameter	2,000	LF	$44.00	$88,000.00

ATTACHMENT C

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COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
364	10" Diameter	2,000	LF	$50.00	$100,000.00
265	12" Diameter	2,000	LF	$55.00	$110,000.00
366	14" Diameter	1,000	LF	$60.00	$60,000.00
367	16" Diameter	1,000	LF	$80.00	$80,000.00
368	18" Diameter	1,000	LF	$95.00	$95,000.00
369	20" Diameter	1,000	LF	$100.00	$100,000.00
370	24" Diameter	1,000	LF	$160.00	$160,000.00
371	30" Diameter	1,000	LF	$230.00	$230,000.00
372	36" Diameter	800	LF	$350.00	$280,000.00
	Pipe Bursting with SDR 11 HDPE DIP for Pressure Systems with Color Specific Striping				
373	4" Diameter	2,000	LF	$45.00	$90,000.00
374	6" Diameter	2,000	LF	$50.00	$100,000.00
375	8" Diameter	2,000	LF	$55.00	$110,000.00
376	10" Diameter	2,000	LF	$60.00	$120,000.00
377	12" Diameter	2,000	LF	$65.00	$130,000.00
378	14" Diameter	1,000	LF	$70.00	$70,000.00
379	16" Diameter	1,000	LF	$125.00	$125,000.00
380	18" Diameter	1,000	LF	$150.00	$150,000.00
381	20" Diameter	1,000	LF	$180.00	$180,000.00
382	24" Diameter	1,000	LF	$225.00	$225,000.00
383	30" Diameter	800	LF	$300.00	$240,000.00
	Gravity System Service Lateral Connection				
384	4" x 8" Inserta tee/ saddle	10	EA	$150.00	$1,500.00
385	4" x 10" Inserta tee/saddle	10	EA	$160.00	$1,600.00
386	4" x 12" Inserta tee/saddle	10	EA	$170.00	$1,700.00
387	4" x 18" Inserta tee/saddle	10	EA	$180.00	$1,800.00
388	4" x 24" Inserta tee/saddle	10	EA	$190.00	$1,900.00
389	4" x 30" Inserta tee/saddle	10	EA	$200.00	$2,000.00
390	4" x 36" Inserta tee/saddle	10	EA	$210.00	$2,100.00
391	6" x 8" Inserta tee/ saddle	10	EA	$160.00	$1,600.00
392	6" x 10" Inserta tee/saddle	10	EA	$170.00	$1,700.00
393	6" x 12" Inserta tee/saddle	10	EA	$180.00	$1,800.00
394	6" x 18" Inserta tee/saddle	10	EA	$190.00	$1,900.00

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Item #	Description	Quantity	UOM	Unit Price	Extended Price
395	6" x 24" Inserta tee/saddle	10	EA	$200.00	$2,000.00
396	6" x 30" Inserta tee/saddle	10	EA	$210.00	$2,100.00
397	6" x 36" Inserta tee/saddle	10	EA	$220.00	$2,200.00
398	4" Fernco Coupling	10	EA	$10.00	$100.00
399	6" Fernco Coupling	10	EA	$20.00	$200.00
400	4" SDR 35 PVC - within service lateral pit excavation	80	LF	$5.00	$400.00
401	6" SDR 35 PVC - within service lateral pit excavation	80	LF	$10.00	$800.00
	Pressure Service Lateral Connection and System Connection				
402	2" x 4" electrofusion, self tapping saddle	20	EA	$320.00	$6,400.00
403	2" x 6" electrofusion, self tapping saddle	20	EA	$390.00	$7,800.00
404	2" x 8" electrofusion, self tapping saddle	20	EA	$440.00	$8,800.00
405	2" x 10" electrofusion, self tapping saddle	20	EA	$500.00	$10,000.00
406	2" x 12" electrofusion, self tapping saddle	20	EA	$560.00	$11,200.00
407	2" x 14" electrofusion, self tapping saddle	20	EA	$590.00	$11,800.00
408	2" x 16" electrofusion, self tapping saddle	20	EA	$730.00	$14,600.00
409	2" Corporation cock with accessories	10	EA	$460.00	$4,600.00
410	1" curb stop with accessories	10	EA	$150.00	$1,500.00
411	1-1/2" curb stop with accessories	10	EA	$390.00	$3,900.00
412	2" curb stop with accessories	10	EA	$540.00	$5,400.00
	MJ Adapter with Retainer Gland and MJ Accessories				
413	4" Diameter	20	EA	$210.00	$4,200.00
414	6" Diameter	20	EA	$225.00	$4,500.00
415	8" Diameter	20	EA	$260.00	$5,200.00
416	10" Diameter	15	EA	$360.00	$5,400.00
417	12" Diameter	15	EA	$410.00	$6,150.00
418	14" Diameter	15	EA	$875.00	$13,125.00
419	16" Diameter	15	EA	$1,100.00	$16,500.00
420	18" Diameter	10	EA	$1,250.00	$12,500.00
421	20" Diameter	10	EA	$1,700.00	$17,000.00
422	24" Diameter	6	EA	$1,800.00	$10,800.00
423	30" Diameter	6	EA	$4,800.00	$28,800.00
424	36" Diameter	6	EA	$6,200.00	$37,200.00

ATTACHMENT C

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COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	Jack and Bore				
425	12" Jack and Bore using Steel Casing	100	LF	$250.00	$25,000.00
426	14" Jack and Bore using Steel Casing	100	LF	$300.00	$30,000.00
427	16" Jack and Bore using Steel Casing	100	LF	$350.00	$35,000.00
428	20" Jack and Bore using Steel Casing	100	LF	$400.00	$40,000.00
429	24" Jack and Bore using Steel Casing	100	LF	$450.00	$45,000.00
430	30" Jack and Bore using Steel Casing	60	LF	$500.00	$30,000.00
431	36" Jack and Bore using Steel Casing	60	LF	$600.00	$36,000.00
	Air Release Valves				
432	2" Offset Above Ground FM ARV (Include Enclosure)	5	EA	$5,100.00	$25,500.00
433	2" Offset Above Ground WM ARV (Include Enclosure)	5	EA	$4,200.00	$21,000.00
434	3" Offset Above Ground FM ARV (Include Enclosure)	5	EA	$6,700.00	$33,500.00
435	3" Offset Above Ground WM ARV (Include Enclosure)	5	EA	$5,800.00	$29,000.00
436	4" Offset Above Ground FM ARV (Include Enclosure)	5	EA	$8,200.00	$41,000.00
437	4" Offset Above Ground WM ARV (Include Enclosure)	5	EA	$7,300.00	$36,500.00
	Water Main Blow Off Assembly				
438	Permanent 2" Blow Off Assembly and Box	2	EA	$1,200.00	$2,400.00
439	Permanent 3" Blow Off Assembly and Box	2	EA	$2,300.00	$4,600.00
440	2" Autoflush Blowoff Assembly	2	EA	$7,000.00	$14,000.00
	Fire Hydrant Assembly				
441	Fire Hydrant Assembly	10	EA	$5,950.00	$59,500.00
	Restrained Joint Devices, Bell Restraint, for Ductile Iron Pipe or PVC				
442	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 4"	25	EA	$135.00	$3,375.00
443	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 6"	25	EA	$150.00	$3,750.00
444	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 8"	25	EA	$180.00	$4,500.00
445	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 10"	25	EA	$275.00	$6,875.00
446	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 12"	25	EA	$300.00	$7,500.00
447	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 16"	25	EA	$700.00	$17,500.00
448	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 20"	20	EA	$1,000.00	$20,000.00
449	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 24"	20	EA	$1,400.00	$28,000.00
450	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 30"	20	EA	$2,600.00	$52,000.00

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Item #	Description	Quantity	UOM	Unit Price	Extended Price
451	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 36"	20	EA	$3,000.00	$60,000.00
452	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 42"	20	EA	$5,000.00	$100,000.00
	Restrained Joint Devices, Fitting Restraint, for Ductile Iron Pipe or PVC				
453	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 4"	45	EA	$190.00	$8,550.00
454	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 6"	45	EA	$200.00	$9,000.00
455	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 8"	45	EA	$210.00	$9,450.00
456	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 10"	45	EA	$250.00	$11,250.00
457	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 12"	45	EA	$300.00	$13,500.00
458	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 16"	45	EA	$400.00	$18,000.00
459	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 20"	40	EA	$800.00	$32,000.00
460	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 24"	40	EA	$900.00	$36,000.00
461	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 30"	40	EA	$1,950.00	$78,000.00
462	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 36"	40	EA	$2,500.00	$100,000.00
463	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 42"	40	EA	$4,300.00	$172,000.00
	Cast-in-Place Thrust Block				
464	Cast-in-Place Thrust Block	20	CY	$100.00	$2,000.00
	Tapping Sleeve and Valve and Line Stops				
465	Tapping Sleeve and Valve 6" x 4"	3	EA	$3,500.00	$10,500.00
466	Tapping Sleeve and Valve 6" x 6"	3	EA	$3,800.00	$11,400.00
467	Tapping Sleeve and Valve 8" x 4"	3	EA	$3,800.00	$11,400.00
468	Tapping Sleeve and Valve 8" x 6"	2	EA	$3,900.00	$7,800.00
469	Tapping Sleeve and Valve 8" x 8"	2	EA	$4,500.00	$9,000.00
470	Tapping Sleeve and Valve 12" x 8"	2	EA	$4,800.00	$9,600.00
471	Tapping Sleeve and Valve 12" x 12"	2	EA	$9,500.00	$19,000.00
472	Tapping Sleeve and Valve 16" x 8"	2	EA	$6,000.00	$12,000.00
473	Tapping Sleeve and Valve 16" x 12"	2	EA	$10,500.00	$21,000.00
474	Tapping Sleeve and Valve 20" x 8"	2	EA	$5,500.00	$11,000.00
475	Tapping Sleeve and Valve 20" x 12"	2	EA	$10,500.00	$21,000.00
476	Tapping Sleeve and Valve 20" x 16"	2	EA	$23,000.00	$46,000.00
477	Tapping Sleeve and Valve 20" x 20"	2	EA	$40,000.00	$80,000.00
478	Tapping Sleeve and Valve 24" x 8"	2	EA	$6,000.00	$12,000.00
479	Tapping Sleeve and Valve 24" x 12"	2	EA	$11,000.00	$22,000.00

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
480	Tapping Sleeve and Valve 24" x 16"	2	EA	$23,000.00	$46,000.00
481	Tapping Sleeve and Valve 24" x 20"	2	EA	$40,000.00	$80,000.00
482	4" Line Stop, Temporary, up to 2 Days use	2	EA	$10,000.00	$20,000.00
483	6" Line Stop, Temporary, up to 2 Days use	2	EA	$9,000.00	$18,000.00
484	8" Line Stop, Temporary, up to 2 Days use	2	EA	$11,000.00	$22,000.00
485	10" Line Stop, Temporary, up to 2 Days use	2	EA	$12,000.00	$24,000.00
486	12" Line Stop, Temporary, up to 2 Days use	2	EA	$13,000.00	$26,000.00
487	16" Line Stop, Temporary, up to 2 Days use	2	EA	$19,000.00	$38,000.00
488	20" Line Stop, Temporary, up to 2 Days use	2	EA	$21,000.00	$42,000.00
489	24" Line Stop, Temporary, up to 2 Days use	2	EA	$34,000.00	$68,000.00
490	30" Line Stop, Temporary, up to 2 Days use	2	EA	$55,000.00	$110,000.00
491	36" Line Stop, Temporary, up to 2 Days use	2	EA	$57,000.00	$114,000.00
492	42" Line Stop, Temporary, up to 2 Days use	2	EA	$65,000.00	$130,000.00
493	6" Line Stop, Temporary, up to 2 Days use, W/ 4" Bypass	2	EA	$10,000.00	$20,000.00
494	8" Line Stop, Temporary, up to 2 Days use, W/ 6" Bypass	2	EA	$13,000.00	$26,000.00
495	10" Line Stop, Temporary, up to 2 Days use, W/ 8" Bypass	2	EA	$16,000.00	$32,000.00
496	12" Line Stop, Temporary, up to 2 Days use, W/ 10" Bypass	2	EA	$17,000.00	$34,000.00
497	16" Line Stop, Temporary, up to 2 Days use, W/ 12" Bypass	2	EA	$23,500.00	$47,000.00
498	20" Line Stop, Temporary, up to 2 Days use, W/ 16" Bypass	2	EA	$25,000.00	$50,000.00
499	24" Line Stop, Temporary, up to 2 Days use, W/ 20" Bypass	2	EA	$38,000.00	$76,000.00
500	4" Line Stop, Rental After 2 Days	5	ED	$1,000.00	$5,000.00
501	6" Line Stop, Rental After 2 Days	5	ED	$2,000.00	$10,000.00
502	8" Line Stop, Rental After 2 Days	5	ED	$3,000.00	$15,000.00
503	10" Line Stop, Rental After 2 Days	5	ED	$4,000.00	$20,000.00
504	12" Line Stop, Rental After 2 Days	5	ED	$5,000.00	$25,000.00
505	16" Line Stop, Rental After 2 Days	5	ED	$6,000.00	$30,000.00
506	20" Line Stop, Rental After 2 Days	5	ED	$7,000.00	$35,000.00
507	24" Line Stop, Rental After 2 Days	5	ED	$8,000.00	$40,000.00
508	30" Line Stop, Rental After 2 Days	5	ED	$9,000.00	$45,000.00
509	36" Line Stop, Rental After 2 Days	5	ED	$10,000.00	$50,000.00
510	42" Line Stop, Rental After 2 Days	5	ED	$11,000.00	$55,000.00
511	Line Stop or Wet Tap Emergency Mobilization	2	EA	$2,500.00	$5,000.00
	Initial Repair Excavation, for the First 20-Feet of Excavation at the Following Pipe Depths				

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Item #	Description	Quantity	UOM	Unit Price	Extended Price
512	0'- up to 6' Depth	10	EA	$2,500.00	$25,000.00
513	Over 6' - up to 8' Depth	10	EA	$2,600.00	$26,000.00
514	Over 8' - up to 10' Depth	10	EA	$2,700.00	$27,000.00
515	Over 10' - up to 12' Depth	10	EA	$3,000.00	$30,000.00
516	Over 12' - up to 14' Depth	8	EA	$3,500.00	$28,000.00
517	Over 14' - up to 16' Depth	8	EA	$4,000.00	$32,000.00
518	Over 16' - up to 18' Depth	5	EA	$4,500.00	$22,500.00
519	Over 18' - up to 20' Depth	5	EA	$5,500.00	$27,500.00
	Additonal Repair Excavation, per Foot in Excess of 20-Feet at the Following Pipe Depths (to be paid for under separate pay items)				
520	0'- up to 6' Depth	1,000	LF	$35.00	$35,000.00
521	Over 6' - up to 8' Depth	1,000	LF	$45.00	$45,000.00
522	Over 8' - up to 10' Depth	1,000	LF	$55.00	$55,000.00
523	Over 10' - up to 12' Depth	1,000	LF	$65.00	$65,000.00
524	Over 12' - up to 14' Depth	600	LF	$75.00	$45,000.00
525	Over 14' - up to 16' Depth	600	LF	$85.00	$51,000.00
526	Over 16' - up to 18' Depth	600	LF	$95.00	$57,000.00
527	Over 18' - up to 20' Depth	600	LF	$100.00	$60,000.00
	Dewatering				
528	Well Point Pump Initial Set Up	5	EA	$50.00	$250.00
529	Well Point Header System Initial Set Up (0' - 250')	250	LF	$13.00	$3,250.00
530	Well Point Header System Initial Set Up (251' - 500')	500	LF	$12.00	$6,000.00
531	Well Point Header System Initial Set Up (501' and greater)	750	LF	$11.00	$8,250.00
532	Well Point Pump Operation and Maintenance	5	ED	$1,000.00	$5,000.00
533	Well Point Header System Operation and Maintenance (0' - 250')	1,250	LF-ED	$3.00	$3,750.00
534	Well Point Header System Operation and Maintenance (251'-500')	2,500	LF-ED	$2.00	$5,000.00
535	Well Point Header System Operation and Maintenance (501' - greater)	3,750	LF-ED	$1.00	$3,750.00
536	Pump with Rock Sump	5	ED	$500.00	$2,500.00
	By-Pass Pumping of Sewers, Equipment Set Up (back-up pumps are paid for separately as additional pumps)				
537	By-Pass Pump 4" Discharge	2	EA	$600.00	$1,200.00
538	By-Pass Pump 6" Discharge	2	EA	$700.00	$1,400.00

ATTACHMENT C

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
539	By-Pass Pump 8" Discharge	2	EA	$800.00	$1,600.00
540	By-Pass Pump 10" Discharge	2	EA	$900.00	$1,800.00
541	By-Pass Pump 12" Discharge	2	EA	$1,000.00	$2,000.00
542	By-Pass Pump 16" Discharge	2	EA	$1,200.00	$2,400.00
543	Add on for "Quite Zone" Pump 4" & 6" Discharge	2	EA	$700.00	$1,400.00
544	Add on for "Quite Zone" Pump 8" & 10" Discharge	2	EA	$1,500.00	$3,000.00
545	Add on for "Quite Zone" Pump 12" & 16" Discharge	2	EA	$3,000.00	$6,000.00
	By-Pass Pumping of Sewers, Equipment Operation (back-up pumps are paid for separately as additional pumps)				
546	By-Pass Pump 4" Discharge	14	ED	$600.00	$8,400.00
547	By-Pass Pump 6" Discharge	14	ED	$700.00	$9,800.00
548	By-Pass Pump 8" Discharge	14	ED	$800.00	$11,200.00
549	By-Pass Pump 10" Discharge	14	ED	$900.00	$12,600.00
550	By-Pass Pump 12" Discharge	14	ED	$1,000.00	$14,000.00
551	By-Pass Pump 16" Discharge	14	ED	$1,200.00	$16,800.00
552	Add on for "Quite Zone" Pump 4" & 6" Discharge	14	ED	$100.00	$1,400.00
553	Add on for "Quite Zone" Pump 8" & 10" Discharge	14	ED	$200.00	$2,800.00
554	Add on for "Quite Zone" Pump 12" & 16" Discharge	14	ED	$300.00	$4,200.00
	By-Pass Discharge Piping				
555	4" Discharge Pipe w / Fittings	700	LF-ED	$4.00	$2,800.00
556	6" Discharge Pipe w / Fittings	700	LF-ED	$5.00	$3,500.00
557	8" Discharge Pipe w / Fittings	700	LF-ED	$6.00	$4,200.00
558	10" Discharge Pipe w / Fittings	500	LF-ED	$7.00	$3,500.00
559	12" Discharge Pipe w / Fittings	500	LF-ED	$8.00	$4,000.00
560	16" Discharge Pipe w / Fittings	500	LF-ED	$10.00	$5,000.00
	Sewer Plugs				
561	Up to 8" Plug	10	EA	$100.00	$1,000.00
562	10" - 15" Plug	10	EA	$200.00	$2,000.00
563	18" - 21" Plug	10	EA	$300.00	$3,000.00
564	24" - 36" Plug	10	EA	$400.00	$4,000.00
	Gravity Sewer Pipe				

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COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
565	4" SDR 26 PVC Service Pipe	500	LF	$5.00	$2,500.00
566	6" SDR 26 PVC Service Pipe	500	LF	$11.00	$5,500.00
567	8" SDR 26 PVC Service Pipe	500	LF	$20.00	$10,000.00
568	10" SDR 26 PVC Service Pipe	500	LF	$30.00	$15,000.00
569	12" SDR 26 PVC Service Pipe	500	LF	$44.00	$22,000.00
570	15" SDR 26 PVC Service Pipe	500	LF	$67.00	$33,500.00
571	24" SDR 26 PVC Service Pipe	500	LF	$137.00	$68,500.00
572	30" SDR 26 PVC Service Pipe	500	LF	$193.00	$96,500.00
573	36" SDR 26 PVC Service Pipe	500	LF	$275.00	$137,500.00
	Gravity Sewer Pipe Fittings				
574	6" x 6" SDR 26 PVC Wye	20	EA	$150.00	$3,000.00
575	8" x 6" SDR 26 PVC Wye	20	EA	$200.00	$4,000.00
576	10" x 6" SDR 26 PVC Wye	20	EA	$425.00	$8,500.00
577	12" x 6" SDR 26 PVC Wye	20	EA	$580.00	$11,600.00
578	15" x 6" SDR 26 PVC Wye	20	EA	$1,000.00	$20,000.00
579	18" x 6" SDR 26 PVC Wye	20	EA	$2,100.00	$42,000.00
580	6" Clean Out Assembly	20	EA	$250.00	$5,000.00
	Remove Existing Manhole				
581	4' Diameter Manhole Up to 6'	3	EA	$100.00	$300.00
582	4' Diameter Manhole Over 6' - Up to 8' Depth	3	EA	$200.00	$600.00
583	4' Diameter Manhole Over 8' - Up to 10' Depth	3	EA	$300.00	$900.00
584	4' Diameter Manhole Over 10' - Up to 12' Depth	3	EA	$400.00	$1,200.00
585	4' Diameter Manhole Over 12' - Up to 14' Depth	3	EA	$500.00	$1,500.00
586	4' Diameter Manhole Over 14' - Up to 16' Depth	3	EA	$600.00	$1,800.00
587	4' Diameter Manhole Over 16' - Up to 18' Depth	3	EA	$700.00	$2,100.00
588	4' Diameter Manhole Over 18' - Up to 20' Depth	3	EA	$800.00	$2,400.00
589	5' Diameter Manhole Up to 6'	3	EA	$200.00	$600.00
590	5' Diameter Manhole Over 6' - Up to 8' Depth	3	EA	$300.00	$900.00
591	5' Diameter Manhole Over 8' - Up to 10' Depth	3	EA	$400.00	$1,200.00
592	5' Diameter Manhole Over 10' - Up to 12' Depth	3	EA	$500.00	$1,500.00
593	5' Diameter Manhole Over 12' - Up to 14' Depth	3	EA	$600.00	$1,800.00
594	5' Diameter Manhole Over 14' - Up to 16' Depth	3	EA	$700.00	$2,100.00
595	5' Diameter Manhole Over 16' - Up to 18' Depth	3	EA	$800.00	$2,400.00

ATTACHMENT C

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COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
596	5' Diameter Manhole Over 18' - Up to 20' Depth	3	EA	$900.00	$2,700.00
	Adjustment of Manhole Ring and Cover (+/- 1')				
597	Adjust Manhole Ring and Cover	20	EA	$1,000.00	$20,000.00
	Manhole Drop Connection - Outside				
598	8" Main, 2' - Up to 4' (vertical) Drop	3	EA	$1,500.00	$4,500.00
599	8" Main, Over 4' - Up to 6' (vertical) Drop	3	EA	$2,000.00	$6,000.00
	Coating Existing Structure with SewperCoat				
600	Manhole or Wet Well Coating	50	SF	$69.00	$3,450.00
601	Removal of Existing Coating on Wet Well or Manhole	50	SF	$96.00	$4,800.00
	Removal of Existing Pipelines - Non-Hazardous				
602	2" Through 4" Diameter Pipe	200	LF	$7.00	$1,400.00
603	6" Through 8" Diameter Pipe	200	LF	$8.00	$1,600.00
604	10" Through 12" Diameter Pipe	200	LF	$10.00	$2,000.00
605	15" Through 20" Diameter Pipe	200	LF	$20.00	$4,000.00
606	24" Through 42" Diameter Pipe	200	LF	$25.00	$5,000.00
	Grouting and Abondonment of Existing Pipeline				
607	2" Through 4" Diameter Pipe	200	LF	$20.00	$4,000.00
608	6" Through 8" Diameter Pipe	200	LF	$40.00	$8,000.00
609	10" Through 12" Diameter Pipe	200	LF	$50.00	$10,000.00
610	15" Through 20" Diameter Pipe	200	LF	$80.00	$16,000.00
611	24" Through 30" Diameter Pipe	200	LF	$100.00	$20,000.00
612	36" Diameter Pipe and Larger	200	LF	$150.00	$30,000.00
	Install New Pre-cast Manhole Including Ring, Cover and Associated Appurtenances				
613	4' Diameter Manhole Up to 6'	3	EA	$2,900.00	$8,700.00
614	4' Diameter Manhole Over 6' - Up to 8' Depth	3	EA	$3,000.00	$9,000.00
615	4' Diameter Manhole Over 8' - Up to 10' Depth	3	EA	$3,300.00	$9,900.00
616	4' Diameter Manhole Over 10' - Up to 12' Depth	3	EA	$4,000.00	$12,000.00
617	4' Diameter Manhole Over 12' - Up to 14' Depth	3	EA	$4,700.00	$14,100.00
618	4' Diameter Manhole Over 14' - Up to 16' Depth	3	EA	$5,200.00	$15,600.00

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
619	4' Diameter Manhole Over 16' - Up to 18' Depth	3	EA	$5,300.00	$15,900.00
620	4' Diameter Manhole Over 18' - Up to 20' Depth	3	EA	$5,700.00	$17,100.00
621	5' Diameter Manhole Up to 6'	3	EA	$12,000.00	$36,000.00
622	5' Diameter Manhole Over 6' - Up to 8' Depth	3	EA	$13,500.00	$40,500.00
623	5' Diameter Manhole Over 8' - Up to 10' Depth	3	EA	$14,800.00	$44,400.00
624	5' Diameter Manhole Over 10' - Up to 12' Depth	3	EA	$17,000.00	$51,000.00
625	5' Diameter Manhole Over 12' - Up to 14' Depth	3	EA	$18,000.00	$54,000.00
626	5' Diameter Manhole Over 14' - Up to 16' Depth	3	EA	$20,000.00	$60,000.00
627	5' Diameter Manhole Over 16' - Up to 18' Depth	3	EA	$21,000.00	$63,000.00
628	Diameter Manhole Over 18' - Up to 20' Depth	3	EA	$23,000.00	$69,000.00
	Install New Pre-cast Wet Well				
629	8' Diameter Manhole Up to 6'	1	EA	$12,000.00	$12,000.00
630	8' Diameter Manhole Over 6' - Up to 8' Depth	1	EA	$25,000.00	$25,000.00
631	8' Diameter Manhole Over 8' - Up to 10' Depth	1	EA	$26,000.00	$26,000.00
632	8' Diameter Manhole Over 10' - Up to 12' Depth	1	EA	$29,000.00	$29,000.00
633	8' Diameter Manhole Over 12' - Up to 14' Depth	1	EA	$32,000.00	$32,000.00
634	8' Diameter Manhole Over 14' - Up to 16' Depth	1	EA	$35,000.00	$35,000.00
635	8' Diameter Manhole Over 16' - Up to 18' Depth	1	EA	$38,000.00	$38,000.00
636	8' Diameter Manhole Over 18' - Up to 20' Depth	1	EA	$40,000.00	$40,000.00
637	10' Diameter Manhole Up to 6'	1	EA	$35,000.00	$35,000.00
638	10' Diameter Manhole Over 6' - Up to 8' Depth	1	EA	$38,000.00	$38,000.00
639	10' Diameter Manhole Over 8' - Up to 10' Depth	1	EA	$40,000.00	$40,000.00
640	10' Diameter Manhole Over 10' - Up to 12' Depth	1	EA	$45,000.00	$45,000.00
641	10' Diameter Manhole Over 12' - Up to 14' Depth	1	EA	$49,000.00	$49,000.00
642	10' Diameter Manhole Over 14' - Up to 16' Depth	1	EA	$53,000.00	$53,000.00
643	10' Diameter Manhole Over 16' - Up to 18' Depth	1	EA	$57,000.00	$57,000.00
644	10' 'Diameter Manhole Over 18' - Up to 20' Depth	1	EA	$62,000.00	$62,000.00
645	Additional Concrete for Wet Well Size Not Listed	50	CY	$1,000.00	$50,000.00
	Pipeline "Pigging"				
646	Clean New Pipeline With a "Pig", 4" - 8" Diameter Pipeline	1,000	LF	$2.00	$2,000.00
647	Clean New Pipeline With a "Pig", 10" - 12" Diameter Pipeline	1,000	LF	$3.00	$3,000.00
648	Clean New Pipeline With a "Pig", 16" - 20" Diameter Pipeline	1,000	LF	$4.00	$4,000.00
649	Clean New Pipeline With a "Pig", 24" - 42" Diameter Pipeline	1,000	LF	$5.00	$5,000.00

ATTACHMENT C

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	Pipeline Pressure Testing				
650	Pipeline Pressure Testing Up To 8" Pipeline	1,000	LF	$2.00	$2,000.00
651	Pipeline Pressure Testing Over 10" to 12" Pipeline	1,000	LF	$3.00	$3,000.00
652	Pipeline Pressure Testing Over 16" to 20" Pipeline	1,000	LF	$4.00	$4,000.00
653	Pipeline Pressure Testing Over 24" to 42" Pipeline	1,000	LF	$5.00	$5,000.00
	Pipeline Chlorination / Sterilization in Accordance With PCHD Regulation				
654	Chlorinating up to 8" Pipeline	1,000	LF	$0.50	$500.00
655	Chlorinating Over 10" to 12" Pipeline	1,000	LF	$1.00	$1,000.00
656	Chlorinating Over 16" to 20" Pipeline	1,000	LF	$1.50	$1,500.00
657	Chlorinating Over 24" to 42" Pipeline	1,000	LF	$2.00	$2,000.00
	Vacuum , CCTV Truck Service, and Tanker				
658	Jet and Vacuum Truck Service	10	PH	$400.00	$4,000.00
659	CCTV Truck Service	10	PH	$400.00	$4,000.00
660	Hauling Sludge, Bypass Liquids, or other Liquids within 20 Mile Radius (Dump Site Provided by County)	100,000	Gallon	$0.15	$15,000.00
	Water Services				
661	4" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	10	EA	$1,000.00	$10,000.00
662	6" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	10	EA	$1,100.00	$11,000.00
663	8" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	10	EA	$1,125.00	$11,250.00
664	10" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	10	EA	$1,150.00	$11,500.00
665	12" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	10	EA	$1,200.00	$12,000.00
666	16" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	5	EA	$1,250.00	$6,250.00
667	20" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	5	EA	$1,350.00	$6,750.00
668	24" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	5	EA	$1,400.00	$7,000.00
669	30" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	5	EA	$1,500.00	$7,500.00
670	36" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	5	EA	$1,800.00	$9,000.00
671	2" Blue PE Tubing, Installation	1,000	LF	$4.00	$4,000.00
672	2" Blue PE Tubing, Additional Tubing Above Ground	200	LF	$4.00	$800.00
673	1" Blue PE Tubing, Meter Connection	1,000	LF	$3.00	$3,000.00
674	1" Blue PE Tubing, Additional Tubing Above Ground	200	LF	$3.00	$600.00
675	2" x 3/4" Meter Connection - Single Service Line and Meter Box	10	EA	$750.00	$7,500.00

ATTACHMENT C

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price
676	2" x 3/4" Meter Connection - Double Service Line and Meter Box	10	EA	$1,000.00	$10,000.00
	Lift Station Rehab				
677	4" Pump Base	2	EA	$2,500.00	$5,000.00
678	6" Pump Base	2	EA	$3,500.00	$7,000.00
679	8" Pump Base	2	EA	$4,500.00	$9,000.00
680	Guide Rails 0' - 10' Wet Well (Per Pump)	1	EA	$2,500.00	$2,500.00
681	Guide Rails 10' - 20' Wet Well (Per Pump)	1	EA	$3,500.00	$3,500.00
682	Brackets	10	EA	$500.00	$5,000.00
683	4" Check Valve	2	EA	$1,500.00	$3,000.00
684	6" Check Valve	2	EA	$2,000.00	$4,000.00
685	8" Check Valve	2	EA	$3,000.00	$6,000.00
686	4" HDPE Piping for Wet Well 0' -10' (Per Pump)	1	EA	$4,500.00	$4,500.00
687	6" HDPE Piping for Wet Well 0' -10' (Per Pump)	1	EA	$5,500.00	$5,500.00
688	8" HDPE Piping for Wet Well 0' -10' (Per Pump)	1	EA	$6,500.00	$6,500.00
689	4" HDPE Piping for Wet Well 10' - 20' (Per Pump)	1	EA	$5,500.00	$5,500.00
690	6" HDPE Piping for Wet Well 10' - 20' (Per Pump)	1	EA	$6,500.00	$6,500.00
691	8" HDPE Piping for Wet Well 10' -20' (Per Pump)	1	EA	$7,500.00	$7,500.00
	Final Record Documents (4 originals signed and sealed by RSM) Locations to be in Accordance with State Plane Coordinate System				
692	Record Document Maintenance and Preparation	30	HR	$75.00	$2,250.00
693	Record Document Certification by Registered Surveyor and Mapper (RSM)	30	HR	$100.00	$3,000.00
694	Surveyor (Include Construction Layout)	30	HR	$150.00	$4,500.00
	Job Classifications				
695	Plan Preparation for Permitting	80	HR	$10.00	$800.00
696	Project Manager	80	HR	$10.00	$800.00
697	Emergency Post Plan Preperation	80	HR	$10.00	$800.00
698	Licensed Plumber	10	ED	$500.00	$5,000.00
711	Public Construction Bond in the amount of $500,000	1	EA	$5,400.00	$5,400.00
				GRAND TOTAL:	**$25,910,215.00**

ATTACHMENT C

RFP 24-246 Utilities Construction Services

COST SHEET

Item #	Description	Quantity	UOM	Unit Price	Extended Price

Company name: Killebrew Inc

Address: 2830 Winter Lake Rd, Lakeland, FL, 33803

Years at address: 20

Number of Employees: 100

Number of Employees at Local Office: 12

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 170537 **CLASS: B+** **EXPIRES: 09/30/2024**

OWNER NAME	LOCATION
WILLIAM C IV THOMAS	2830 WINTER LAKE RD LAKELAND

BUSINESS NAME AND MAILING ADDRESS

KILLEBREW INC
KILLEBREW, INC
PO BOX 6258
LAKELAND, FL 338076258

CODE	ACTIVITY TYPE
540190	PROFESSIONAL ENGINEER
230290	CONTRACTOR UNDERGROUND UTILEXC
230150	CONTRACTOR GENERAL
230190	CONTRACTOR PLUMBING

PROFESSIONAL LICENSE (IF APPLICABLE)

-

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 1680832 08/02/2023 HSP TP 57.75 KILLEBREW INC

KILLEBREW INC — WILLIAM C IV THOMAS

Account #170537

Print License

KILLEBREW INC
Business Name

WILLIAM C IV THOMAS
Owner

Active
Status

KILLEBREW, INC
PO BOX 6258
LAKELAND, FL 33807-6258
Mailing Address

PROFESSIONAL ENGINEER
CONTRACTOR UNDERGROUND UTILEXC
CONTRACTOR GENERAL
CONTRACTOR PLUMBING
Business / Occupation

KILLEBREW, INC
Fictitious Name

August 13, 2013
Business Start Date

2830 WINTER LAKE RD
LAKELAND, FL 33803
Business Address

N/A
Exemption Status

History

Year	Owner	Due	Due Date	Payor	Paid On	Status	Paid	
2023	WILLIAM C IV THOMAS	$0.00	Sep 30, 2023	HIGHSPEED	Aug 2, 2023	Paid	$57.75	
2022	WILLIAM C IV THOMAS	$0.00	Sep 30, 2022	DENISE HENDERSON	Jul 12, 2022	Paid	$57.75	
2021	WILLIAM C IV THOMAS	$0.00	Sep 30, 2021	DENISE HENDERSON	Aug 20, 2021	Paid	$57.75	
2020	WILLIAM C IV THOMAS	$0.00	Sep 30, 2020	-	-	Paid	$57.75	
2019	WILLIAM C IV THOMAS	$0.00	Sep 30, 2019	-	-	Paid	$57.75	
	Total Due	$0.00						

Add all

Please explain how the submitting firm will encourage minority participation in the project:

Killebrew Inc works diligently to ensure W/MBEs are participating in this project such as, pre/post construction videos, surveying, directional drilling, and testing. Killebrew has received quotes from these contractors and for the duration of this project will continue to request quotes from the following agencies. 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, Other Florida governmental agencies, and Federal Aviation Authority. Once a quote is acquired Killebrew will assist with all and any aspects of construction; Scheduling, project management, coordination, estimating, and engineering if necessary. Killebrew has also included a local outreach plan.

Local W/MBE Business Outreach Plan

- Advertise in local newspapers/websites, and social media.
- Utilize all W/MBE websites.
- Hire W/MBE subs whenever possible.
- Advertise in local shops/laundry mats/grocery stores.
- Provide in-house meetings inviting local W/MBE to attend.
- Provide contact info on website for W/MBE to submit information.

Killebrew Inc has received pricing, quotes, and scheduling from five W/MBEs listed below for the length of the project. As needed we will request updated quotes and or scheduling from theses W/MBEs.

State of Florida

Woman Business Certification

Hyatt Survey Services, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

08/22/2023 to 08/22/2025

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

State of Florida

Minority Business Certification

IMPERIAL TESTING AND ENGINEERING INC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

06/23/2023 to 06/23/2025

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

L P VIDEO PRODUCTIONS, INC.

Has Been Certified As A

WOMEN BUSINESS ENTERPRISE

Approved Lines of Business:

VIDEO PRODUCTION TO INCLUDE: SPECIAL EVENT VIDEOGRAPHY AND PRE-CONSTRUCTION VIDEOS

This certificate is valid:
May 2022 through May 2024

Jasantha Raipor

for Sheena Ferguson, Manager
May 31, 2022

Orange County Business Development Division
P.O. Box 1393
Orlando, Florida 32802-1393
407-836-7345

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

State of Florida

Woman & Minority Business Certification

NADIC Engineering Services, Inc.

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

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

State of Florida

Woman Business Certification

SabCon Underground, LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

09/20/2023 09/20/2025

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Survey Questionnaire – Polk County

RFP 24-246, Utilities Construction Services

To: John Dickson (Name of Person completing survey)

City of Auburndale Utilities (Name of Client Company/Contractor)

Phone Number: (863)-965-5511 Email: jdickson@auburndalefl.com

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

_____

Project name: Havendale Sewer Emergency

Name of Contractor being surveyed: Killebrew Inc.

Cost of Services: Original Cost: N/A Ending Cost: $222,656.00

Contract Start Date: N/A Contract End Date: 60 days

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator: John Dickson

Signature of Evaluator: _____

Please fax or email the completed survey to: matthew@killebrewinc.net

Survey Questionnaire – Polk County

RFP 24-246, Utilities Construction Services

To: Ryan Bengsch (Name of Person completing survey)

Polk County Utilities (Name of Client Company/Contractor)

Phone Number: (863)-298-4101 Email: ryanbengsch@polk-county.net

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

_____

Project name: Longboat and Champions Gate 24" FM Emergency

Name of Contractor being surveyed: Killebrew Inc.

Cost of Services: Original Cost: N/A Ending Cost: $147,931.00

Contract Start Date: N/A Contract End Date: 7 days

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator: Ryan Bengsch

Signature of Evaluator: Ryan Bengsch

Please fax or email the completed survey to: matthew@killebrewinc.net

Survey Questionnaire – Polk County

RFP 24-246, Utilities Construction Services

To: Holden Wright (Name of Person completing survey)

Polk County Utilities (Name of Client Company/Contractor)

Phone Number: (863)-298-4101 Email:holdenwright@polk-county.net

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

_____

Project name: Christina Blvd Water Main Pipe Bursting

Name of Contractor being surveyed: Killebrew Inc.

Cost of Services: Original Cost: $1,891,615.70 Ending Cost: $2,369,548.00

Contract Start Date: 300 days Contract End Date: 300 days

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator: Holden Wright

Signature of Evaluator: _____

Please fax or email the completed survey to: matthew@killebrewinc.net

Survey Questionnaire – Polk County

RFP 24-246, Utilities Construction Services

To: Brandon Mingo (Name of Person completing survey)

City of Boyton Beach (Name of Client Company/Contractor)

Phone Number: (561)-742-6476 Email:mingob@bbfl.us

Total Annual Budget of Entity

Subject: Past Performance Survey of Similar work:

Project name: Loquat Tree and Old Spanish Trail WM Pipe Bursting

Name of Contractor being surveyed: Killebrew Inc.

Cost of Services: Original Cost: $426,950.00 Ending Cost: $406,950.00

Contract Start Date: 60 days Contract End Date: 50 days

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator: Brandon Mingo

Signature of Evaluator:

Please fax or email the completed survey to: matthew@killebrewinc.net

Survey Questionnaire – Polk County

RFP 24-246, Utilities Construction Services

To: Quiltonya (Tonya) Grant (Name of Person completing survey)

City of Plant City (Name of Client Company/Contractor)

Phone Number: (813)757-9208 Email:Tgrant@plantcitygov.com

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

_____

Project name: Reynolds Creek Ave Interceptor Sewer System Repair

Name of Contractor being surveyed: Killebrew Inc.

Cost of Services: Original Cost: N/A Ending Cost: $723,700.00

Contract Start Date: N/A Contract End Date: 2-20-2020

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator: Quiltonya Grant

Signature of Evaluator: Quiltonya Grant

Please fax or email the completed survey to: matthew@killebrewinc.net

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of FLORIDA)

SS

County of POLK)

PATRICK O'LEARY, being first duly sworn, deposes and says that:

1. They are PRESIDENT of NORTHPOINT LAND SURVEYING , hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's RFP Submittal submitted by the subcontractor to KILLEBREW INC. the Contractor for certain work in connection with RFP 24-246, Utilities Construction Services.

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

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

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

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23RD day of SEPTEMBER, 20 24, by PATRICK J. O'LEARY (*name*) as PRESIDENT (*title of officer*) of NORTHPOINT LAND SURVEYING (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Kay Jo Bidwell

Printed Name of Notary Public: Kay Jo Bidwell

Notary Commission Number and Expiration: HH075215 Feb 06, 2025

(AFFIX NOTARY SEAL)

KAY JO BIDWELL
Notary Public - State of Florida
Commission # HH 075215
My Comm. Expires Feb 6, 2025
Bonded through National Notary Assn.

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of Alabama)

SS

County of Jefferson)

Nan Johnson / Nan Johnson, being first duly sworn, deposes and says that:

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

2. They are fully informed respecting the preparation and contents of subcontractor's RFP Submittal submitted by the subcontractor to Killebrew, Inc. the Contractor for certain work in connection with RFP 24-246, Utilities Construction Services.

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

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

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

STATE OF Alabama

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23rd day of September, 2024 by Mau Johnson (*name*) as Vice President (*title of officer*) of Revere Cntrol Systems (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Melissa C. Stewart

Printed Name of Notary Public: Melissa C. Stewart

Notary Commission Number and Expiration: N/A Feb 23, 2027

(AFFIX NOTARY SEAL)

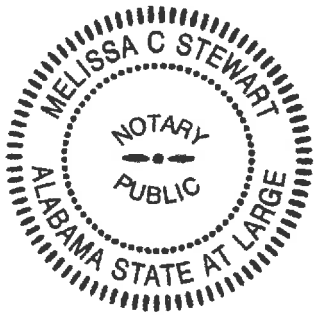


EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of Florida)

SS

County of Polk)

Cassi A Graham Cassi A Graham, being first duly sworn, deposes and says that:

1. They are Director Project Management of SabCon Underground, LLC , hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's RFP Submittal submitted by the subcontractor to Killebrew, Inc. the Contractor for certain work in connection with RFP 24-246, Utilities Construction Services.

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

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

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

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23rd day of September, 2024, by Mackenzie Tuttle (*name*) as Director of Project Management (*title of officer*) of Saxon Underground (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Mackenzie Tuttle

Printed Name of Notary Public: Mackenzie Tuttle

Notary Commission Number and Expiration: 7/17/2028

(AFFIX NOTARY SEAL)

MACKENZIE TUTTLE
Notary Public
State of Florida
Comm# HH573027
Expires 7/17/2028

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of Florida)

SS

County of Polk

Al McGhin, being first duly sworn, deposes and says that:

1. They are President of Imperial Testing and Engineering, INC hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's RFP Submittal submitted by the subcontractor to Killebrew the Contractor for certain work in connection with RFP 24-246, Utilities Construction Services.

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

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

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

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23rd day of Sept., 2024 by Al McGhin (*name*) as President (*title of officer*) of Imperial (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Cynthia Kirkland

Printed Name of Notary Public: Cynthia Kirkland

Notary Commission Number and Expiration: 3/23/2028

(AFFIX NOTARY SEAL)

CYNTHIA KIRKLAND
Commission # HH 494386
Expires March 23, 2028

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

State of Florida)

SS

County of Polk)

Larson Eanrest Larson Eanrest being first duly sworn, deposes and says that:

1. They are President of Larson's Grading and Paving , hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's RFP Submittal submitted by the subcontractor to Killebrew the Contractor for certain work in connection with RFP 24-246, Utilities Construction Services.

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

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

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

Larson Earnest 9/23/24

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 23rd day of September, 2024, by Larson Earnest (*name*) as President (*title of officer*) of Larson's Grading&Paving (*entity name*), on behalf of the company, who [X] is personally known to me or [ ] has produced _____ as identification.

Notary Public Signature: Robert Grant

Printed Name of Notary Public: Ronert Grant

Notary Commission Number and Expiration: Sept 4,2026

(AFFIX NOTARY SEAL)

ROBERT GRANT
Notary Public, State of Florida
My comm. expires Sept. 4, 2026
Commission Number HH 294960

EXHIBIT VI-B: GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the Contractor to use in conjunction with the Good Faith Effort requirement in Section 20.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to https://vcl.polk.one/vendordirectory, for additional names. Please list the company's names and the result of your contact for each subcontractor solicited. Suppliers can be listed in the blank spaces at the bottom of the page.

	Division of Work	Results of Good Faith Effort
1.	Maintenance of Traffic Central Florida Traffic Control	Emails & phone communication WMBE/MBE certificates obtained Subcontractor unwilling to provide blanket cost for agreement to work due to nature of annual contract
2.	Survey and As-builts Hyatt Survey Services, Inc.	Emails & phone communication WMBE/MBE certificates obtained Subcontractor unwilling to provide blanket cost for agreement to work due to nature of annual contract
3.	Testing and Denstites Imperial Testing and Engineering, Inc.	Emails & phone communication WMBE/MBE certificates obtained Subcontractor unwilling to provide blanket cost for agreement to work due to nature of annual contract
4.	Pre and Post Construction Videography LP Video Productions, Inc	Emails & phone communication WMBE/MBE certificates obtained Subcontractor unwilling to provide blanket cost for agreement to work due to nature of annual contract
5.	Horizontal Directional Drilling Pipe Installation Sabcon Underground, LLC	Emails & phone communication WMBE/MBE certificates obtained Subcontractor unwilling to provide blanket cost for agreement to work due to nature of annual contract

EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) Effective October 1, 1990.

2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).

3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.

6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.

7. Proposer acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The Proposer further identifies the costs to be summarized as follows:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A.	Shoring	LF	6,400	$ 5.00	$ 32,000.00
B.				$	$
C.				$	$
D.				$	$
				Total	$

Failure to complete the above may result in the submittal being declared non-responsive.

EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

Polk County, a political subdivision of the State of Florida (County), is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age, or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Proposer or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: Killebrew, Inc.

Address: 2830 Winter Lake Rd

Lakeland Fl 33803

1. Proposer has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:
   YES X NO____
2. Compliance Reports were required to be filed in connection with such Contract or subcontract:
   YES X NO___
3. Proposer has filed all compliance reports due under applicable instructions:
   YES X NO____
4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.
   YES____ NO____

The Proposer certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Proposer certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Proposer agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Proposer agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

Ian Lund

Printed Name

Vice President

Title



Signature

9/18/2024

Date

EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Proposer in accordance with Florida Statute 287.087 hereby certifies that Killebrew, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature Ian Lund - VP

9/18/2024
Date

EXHIBT XVIII: CERTIFICATE OF COMPLIANCE

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

RFP # 24-246, Utilities Construction Services

Killebrew, Inc.
Contractor

Signature

Ian Lund
Printed Name of Signer

9/18/2024
Date

EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM

Florida Statutes, Section 287.135)

SOLICITATION NO.: RFP 24-246

PROJECT NAME: Utilities Construction Services

The undersigned, as Vice President of Killebrew, Inc. (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

i. The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.

ii. Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars ($1,000,000), then the Contractor further certifies to the County as follows:
   a. the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
   b. the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
   c. the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
   d. the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.

iii. The Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.

iv. The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:
   a. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
   b. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been

engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars ($1,000,000).

ATTEST:

By: Denise Henderson

PRINTED NAME: Denise Henderson

Its: Corporate Secretary

Killebrew, Inc.

a Florida Corp

By:

PRINTED NAME: Ian Lund

Its: Vice President

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	Mobilization Reimbursement per Work Order Total				
1	$10,000 And Under	10	EA	$3,000.00	$30,000.00
2	$10,001 - $50,000	10	EA	$5,000.00	$50,000.00
3	$50,001 And Over	10	EA	$9,000.00	$90,000.00
	Emergency Mobilization per Work Order Total				
4	$10,000 And Under	10	EA	$5,000.00	$50,000.00
5	$10,001 - $50,000	10	EA	$6,100.00	$61,000.00
6	$50,001 And Over	10	EA	$11,500.00	$115,000.00
	Restoration, Includes Maintaining for 30 Days After Completion				
7	Seed and Mulch	500	SY	$1.25	$625.00
8	Sodding - Bahia	500	SY	$6.00	$3,000.00
9	Sodding - St. Augustine	500	SY	$8.00	$4,000.00
10	Water (1,000 gallons)	10	1,000 gal.	$0.80	$8.00
11	Hydro Seeding	500	SY	$2.00	$1,000.00
	Control and Abatement of Erosion and Water Pollution				
12	Sand Bagging	10	CY	$5.00	$50.00
13	Baled Hay and Staked	10	EA	$10.00	$100.00
14	Staked Silt Fence	200	LF	$3.00	$600.00
15	Floc Logs	10	EA	$72.00	$720.00
16	Lime Spreading	200	SY	$10.00	$2,000.00
	Clearing and Grubbing				
17	Clear Right-of- Way and Haul Off and Dispose Offsite (truck measure)	500	CY	$62.00	$31,000.00
18	Tree Trimming Services	5	ED	$1,500.00	$7,500.00
	Earthwork				
19	Excavation of Unsuitable Material - Haul Offsite and Dispose (truck measure)	180	CY	$45.00	$8,100.00
20	Borrow (truck measure)	180	CY	$45.00	$8,100.00
21	Pipe Bedding - Crushed Stone	36	CY	$75.00	$2,700.00

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	Asphaltic Concrete Surface and Friction Courses				
22	1-1/2" Asphalt, Type S-III	50	SY	$60.00	$3,000.00
23	1" Asphalt Overlay, Type S-III	500	SY	$40.00	$20,000.00
24	Full Depth Asphalt, Type S-I or S-III	75	TN	$310.00	$23,250.00
25	Limerock Base, 12" Thick	50	SY	$55.00	$2,750.00
26	Crushed Concrete Base 12" Thick	50	SY	$55.00	$2,750.00
27	Roadway Density Test	25	EA	$200.00	$5,000.00
28	Proctor	4	EA	$500.00	$2,000.00
29	Class I Concrete	30	CY	$900.00	$27,000.00
30	Concrete, Miscellaneous, Reinforced (3,000 psi)	30	CY	$1,100.00	$33,000.00
31	Riprap (sand-cement)	30	CY	$200.00	$6,000.00
32	Flowable Fill	10	CY	$200.00	$2,000.00
33	Remove and Dispose of Existing Asphalt and Concrete (truck measure)	36	CY	$55.00	$1,980.00
34	Milling	5	ED	$4,000.00	$20,000.00
	Concrete Sidewalk, Driveways and Curb Elements				
35	Concrete Sidewalk or Driveway 4" Thick	60	SY	$100.00	$6,000.00
36	Concrete Sidewalk or Driveway 6" Thick	60	SY	$125.00	$7,500.00
37	Type F Curb and Gutter	300	LF	$50.00	$15,000.00
38	2' Valley Gutter (Miami)	300	LF	$50.00	$15,000.00
39	Sidewalk Ramp with Truncated Dome	10	EA	$2,000.00	$20,000.00
	Traffic Control Devices				
40	Barricade Type I or II, With Warning Light	1,000	ED	$2.00	$2,000.00
41	Barricade Type III, With Warning Light	500	ED	$3.00	$1,500.00
42	Signs, Construction	1,000	ED	$4.00	$4,000.00
43	Arrow Boards - 5' Minimum Horizontal Size	100	ED	$50.00	$5,000.00
44	Traffic Cones	2,000	ED	$2.00	$4,000.00
45	Flagger Person	100	HR	$50.00	$5,000.00
46	Thermoplastic Stripping - Solid Single Yellow or White Stripe	1,000	LF	$8.00	$8,000.00

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
47	Raised Pavement Marker	20	EA	$20.00	$400.00
48	Variable Message Boards	20	ED	$60.00	$1,200.00
49	Law Enforcement for Traffic Control	10	ED	$500.00	$5,000.00
50	Custom MOT Design (Advanced Cert Required)	10	EA	$20.00	$200.00
	Cross Drains and Side Drains - Replacement				
51	18" Concrete Pipe Round	176	LF	$60.00	$10,560.00
52	18" Corrugated Metal Pipe Round	180	LF	$55.00	$9,900.00
53	24" Concrete Pipe Round	176	LF	$93.00	$16,368.00
54	24" Corrugated Metal Pipe Round	180	LF	$83.00	$14,940.00
55	30" Concrete Pipe Round	176	LF	$140.00	$24,640.00
56	30" Corrugated Metal Pipe Round	180	LF	$115.00	$20,700.00
57	36" Concrete Pipe Round	176	LF	$192.00	$33,792.00
58	36" Corrugated Metal Pipe Round	180	LF	$160.00	$28,800.00
	PVC C900 SDR 18, for Force Mains, 0' - 6' Depth				
59	4" SDR 18, PVC	1,500	LF	$15.00	$22,500.00
60	6" SDR 18, PVC	1,500	LF	$23.00	$34,500.00
61	8" SDR 18, PVC	1,500	LF	$35.00	$52,500.00
62	10" SDR 18, PVC	1,000	LF	$52.00	$52,000.00
63	12" SDR 18, PVC	1,000	LF	$72.00	$72,000.00
	PVC C900 SDR 25, for Force Mains, 0' - 6' Depth				
64	16" SDR 25, PVC	1,000	LF	$80.00	$80,000.00
65	20" SDR 25, PVC	1,000	LF	$117.00	$117,000.00
66	24" SDR 25, PVC	1,000	LF	$165.00	$165,000.00
67	30" SDR 25, PVC	1,000	LF	$250.00	$250,000.00
68	36" SDR 25, PVC	1,000	LF	$630.00	$630,000.00
69	42" SDR 25, PVC	1,000	LF	$900.00	$900,000.00
	PVC C900, for Water & Reclaimed Water Mains, 0' - 6' Depth				
70	4" C900 DR 18 PVC-BLUE	1,500	LF	$15.00	$22,500.00

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
71	4" C900 DR 18 PVC-PURPLE	1,500	LF	$15.00	$22,500.00
72	6" C900 DR 18 PVC-BLUE	1,500	LF	$24.00	$36,000.00
73	6" C900 DR 18 PVC-PURPLE	1,500	LF	$24.00	$36,000.00
74	8" C900 DR 18 PVC-BLUE	1,500	LF	$37.00	$55,500.00
75	8" C900 DR 18 PVC-PURPLE	1,500	LF	$38.00	$57,000.00
76	10" C900 DR 18 PVC-BLUE	1,000	LF	$54.00	$54,000.00
77	10" C900 DR 18 PVC-PURPLE	1,000	LF	$55.00	$55,000.00
78	12" C900 DR 18 PVC-BLUE	1,000	LF	$73.00	$73,000.00
79	12" C900 DR 18 PVC-PURPLE	1,000	LF	$74.00	$74,000.00
80	16" C900 DR 25 PVC-BLUE	1,000	LF	$80.00	$80,000.00
81	16" C900 DR 25 PVC-PURPLE	1,000	LF	$81.00	$81,000.00
82	20" C900 DR 25 PVC-BLUE	1,000	LF	$118.00	$118,000.00
83	20" C900 DR 25 PVC-PURPLE	1,000	LF	$119.00	$119,000.00
84	24" C900 DR 25 PVC-BLUE	1,000	LF	$168.00	$168,000.00
85	24" C900 DR 25 PVC-PURPLE	1,000	LF	$169.00	$169,000.00
86	30" C900 DR 25 PVC-BLUE	1,000	LF	$255.00	$255,000.00
87	30" C900 DR 25 PVC-PURPLE	1,000	LF	$256.00	$256,000.00
88	36" C900 DR 25 PVC-BLUE	1,000	LF	$369.00	$369,000.00
89	36" C900 DR 25 PVC-PURPLE	1,000	LF	$370.00	$370,000.00
90	42" C900 DR 25 PVC-BLUE	1,000	LF	$850.00	$850,000.00
91	42" C900 DR 25 PVC-PURPLE	1,000	LF	$900.00	$900,000.00
	Ductile Iron Pipe, 0'- 6' Depth				
92	4" DIP, Pressure Class 350	200	LF	$30.00	$6,000.00
93	6" DIP, Pressure Class 350	200	LF	$35.00	$7,000.00
94	8" DIP, Pressure Class 350	200	LF	$50.00	$10,000.00
95	10" DIP, Pressure Class 350	200	LF	$60.00	$12,000.00
96	12" DIP, Pressure Class 350	200	LF	$67.00	$13,400.00
97	16" DIP, Pressure Class 350	200	LF	$120.00	$24,000.00
98	20" DIP, Pressure Class 350	200	LF	$165.00	$33,000.00
99	24" DIP, Pressure Class 350	200	LF	$220.00	$44,000.00
100	30" DIP, Pressure Class 250	200	LF	$345.00	$69,000.00

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
101	36" DIP, Pressure Class 250	200	LF	$470.00	$94,000.00
102	42" DIP, Pressure Class 250	200	LF	$900.00	$180,000.00
	C110 Full Body Cement Lined, Flanged Fittings Without Accessories				
103	4" Tee	20	EA	$350.00	$7,000.00
104	6" x 4 Tee	20	EA	$450.00	$9,000.00
105	6" x 6" Tee	20	EA	$400.00	$8,000.00
106	8" x 4" Tee	20	EA	$625.00	$12,500.00
107	8" x 6" Tee	20	EA	$580.00	$11,600.00
108	8" x 8" Tee	20	EA	$670.00	$13,400.00
109	10" x 4" Tee	10	EA	$900.00	$9,000.00
110	10" x 6" Tee	10	EA	$850.00	$8,500.00
111	10" x 8" Tee	10	EA	$875.00	$8,750.00
112	10" x 10" Tee	10	EA	$1,050.00	$10,500.00
113	12" x 4" Tee	10	EA	$1,225.00	$12,250.00
114	12" x 6" Tee	10	EA	$1,170.00	$11,700.00
115	12" x 8" Tee	10	EA	$1,230.00	$12,300.00
116	12" x 10" Tee	10	EA	$1,465.00	$14,650.00
117	12" x 12" Tee	10	EA	$1,480.00	$14,800.00
118	16" x 6" Tee	10	EA	$2,120.00	$21,200.00
119	16" x 8" Tee	10	EA	$2,050.00	$20,500.00
120	16" x 10" Tee	10	EA	$2,400.00	$24,000.00
121	16" x 12" Tee	10	EA	$2,290.00	$22,900.00
122	16" x 16" Tee	10	EA	$2,350.00	$23,500.00
123	20" x 6" Tee	10	EA	$3,350.00	$33,500.00
124	20" x 8" Tee	10	EA	$3,400.00	$34,000.00
125	20" x 10" Tee	10	EA	$3,460.00	$34,600.00
126	20" x 12" Tee	10	EA	$3,600.00	$36,000.00
127	20" x 16" Tee	10	EA	$4,410.00	$44,100.00
128	20" x 20" Tee	10	EA	$3,800.00	$38,000.00
129	24" Tee	10	EA	$6,000.00	$60,000.00
130	24" x 20" Tee	10	EA	$6,830.00	$68,300.00

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
131	4" Cap	20	EA	$100.00	$2,000.00
132	4" 11 1/4 Degree Bend	20	EA	$190.00	$3,800.00
133	4" 45 Degree Bend	20	EA	$160.00	$3,200.00
134	4" 90 Degree Bend	20	EA	$178.00	$3,560.00
135	6" Cap	20	EA	$125.00	$2,500.00
136	6" 11 1/4 Degree Bend	20	EA	$300.00	$6,000.00
137	6" 45 Degree Bend	20	EA	$250.00	$5,000.00
138	6" 90 Degree Bend	20	EA	$275.00	$5,500.00
139	8" Cap	20	EA	$210.00	$4,200.00
140	8" 11 1/4 Degree Bend	20	EA	$390.00	$7,800.00
141	8" 45 Degree Bend	20	EA	$370.00	$7,400.00
142	8" 90 Degree Bend	20	EA	$450.00	$9,000.00
143	10" Cap	10	EA	$320.00	$3,200.00
144	10" 11 1/4 Degree Bend	10	EA	$675.00	$6,750.00
145	10" 45 Degree Bend	10	EA	$675.00	$6,750.00
146	10" 90 Degree Bend	10	EA	$720.00	$7,200.00
147	12" Cap	10	EA	$420.00	$4,200.00
148	12" 11 1/4 Degree Bend	10	EA	$1,000.00	$10,000.00
149	12" 45 Degree Bend	10	EA	$800.00	$8,000.00
150	12" 90 Degree Bend	10	EA	$925.00	$9,250.00
151	16" Cap	10	EA	$715.00	$7,150.00
152	16" 11 1/4 Degree Bend	10	EA	$1,400.00	$14,000.00
153	16" 45 Degree Bend	10	EA	$1,175.00	$11,750.00
154	16" 90 Degree Bend	10	EA	$1,500.00	$15,000.00
155	20" Cap	10	EA	$1,335.00	$13,350.00
156	20" 11 1/4 Degree Bend	10	EA	$2,370.00	$23,700.00
157	20" 45 Degree Bend	10	EA	$2,150.00	$21,500.00
158	20" 90 Degree Bend	10	EA	$2,560.00	$25,600.00
159	24" Cap	10	EA	$1,990.00	$19,900.00
160	24" 11 1/4 Degree Bend	10	EA	$3,660.00	$36,600.00
161	24" 45 Degree Bend	10	EA	$4,000.00	$40,000.00
162	24" 90 Degree Bend	10	EA	$4,220.00	$42,200.00

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
163	6" Long Solid Sleeve Coupling	20	EA	$300.00	$6,000.00
164	8" Long Solid Sleeve Coupling	20	EA	$400.00	$8,000.00
165	10" Long Solid Sleeve Coupling	10	EA	$500.00	$5,000.00
166	12" Long Solid Sleeve Coupling	10	EA	$600.00	$6,000.00
167	16" Long Solid Sleeve Coupling	10	EA	$900.00	$9,000.00
168	20" Long Solid Sleeve Coupling	10	EA	$1,000.00	$10,000.00
169	24" Long Solid Sleeve Coupling	10	EA	$2,000.00	$20,000.00
170	6" x 4" Reducer	20	EA	$225.00	$4,500.00
171	8" x 6" Reducer	20	EA	$370.00	$7,400.00
172	10" x 8" Reducer	10	EA	$500.00	$5,000.00
173	12" x 10" Reducer	10	EA	$810.00	$8,100.00
174	16" x 12" Reducer	10	EA	$1,260.00	$12,600.00
175	20" x 16" Recuer	10	EA	$1,740.00	$17,400.00
176	24" x 20" Reducer	10	EA	$3,215.00	$32,150.00
177	Miscellaneous C110 Flanged Fittings Not Listed (Sold By The Pound)	2,000	LB	$10.00	$20,000.00
178	P401 Lining on Fitting 4" to 12"	30	EA	$600.00	$18,000.00
179	P401 Lining on Fitting 16" to 24"	30	EA	$1,200.00	$36,000.00
	C153 Mechanical Joint Cement Lined Fittings or Flanged Without Accessories				
180	4" Tee	20	EA	$130.00	$2,600.00
181	6" x 4" Tee	20	EA	$210.00	$4,200.00
182	6" x 6" Tee	20	EA	$230.00	$4,600.00
183	8" x 4" Tee	20	EA	$250.00	$5,000.00
184	8" x 6" Tee	20	EA	$280.00	$5,600.00
185	8" x 8" Tee	20	EA	$340.00	$6,800.00
186	10" x 4" Tee	10	EA	$380.00	$3,800.00
187	10" x 6" Tee	10	EA	$390.00	$3,900.00
188	10" x 8" Tee	10	EA	$425.00	$4,250.00
189	10" x 10" Tee	10	EA	$485.00	$4,850.00
190	12" x 4" Tee	10	EA	$460.00	$4,600.00
191	12" x 6" Tee	10	EA	$474.00	$4,740.00
192	12" x 8" Tee	10	EA	$530.00	$5,300.00

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
193	12" x 10" Tee	10	EA	$680.00	$6,800.00
194	12" x 12" Tee	10	EA	$685.00	$6,850.00
195	16" x 6" Tee	10	EA	$940.00	$9,400.00
196	16" x 8" Tee	10	EA	$1,020.00	$10,200.00
197	16" x 10" Tee	10	EA	$1,350.00	$13,500.00
198	16" x 12" Tee	10	EA	$1,220.00	$12,200.00
199	16" x 16" Tee	10	EA	$1,540.00	$15,400.00
200	20" x 6" Tee	10	EA	$1,545.00	$15,450.00
201	20" x 8" Tee	10	EA	$1,580.00	$15,800.00
202	20" x 10" Tee	10	EA	$2,140.00	$21,400.00
203	20" x 12" Tee	10	EA	$1,960.00	$19,600.00
204	20" x 16" Tee	10	EA	$1,980.00	$19,800.00
205	20" x 20" Tee	10	EA	$2,120.00	$21,200.00
206	24" Tee	10	EA	$2,130.00	$21,300.00
207	24" x 20" Tee	10	EA	$3,530.00	$35,300.00
208	4" Cap	20	EA	$40.00	$800.00
209	4" 11 1/4 Degree Bend	20	EA	$75.00	$1,500.00
210	4" 45 Degree Bend	20	EA	$80.00	$1,600.00
211	4" 90 Degree Bend	20	EA	$100.00	$2,000.00
212	6" Cap	20	EA	$65.00	$1,300.00
213	6" 11 1/4 Degree Bend	20	EA	$122.00	$2,440.00
214	6" 45 Degree Bend	20	EA	$130.00	$2,600.00
215	6" 90 Degree Bend	20	EA	$160.00	$3,200.00
216	8" Cap	20	EA	$105.00	$2,100.00
217	8" 11 1/4 Degree Bend	20	EA	$165.00	$3,300.00
218	8" 45 Degree Bend	20	EA	$190.00	$3,800.00
219	8" 90 Degree Bend	20	EA	$230.00	$4,600.00
220	10" Cap	10	EA	$135.00	$1,350.00
221	10" 11 1/4 Degree Bend	10	EA	$270.00	$2,700.00
222	10" 45 Degree Bend	10	EA	$275.00	$2,750.00
223	10" 90 Degree Bend	10	EA	$360.00	$3,600.00
224	12" Cap	10	EA	$200.00	$2,000.00

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
225	12" 11 1/4 Degree Bend	10	EA	$330.00	$3,300.00
226	12" 45 Degree Bend	10	EA	$400.00	$4,000.00
227	12" 90 Degree Bend	10	EA	$485.00	$4,850.00
228	16" Cap	10	EA	$400.00	$4,000.00
229	16" 11 1/4 Degree Bend	10	EA	$800.00	$8,000.00
230	16" 45 Degree Bend	10	EA	$785.00	$7,850.00
231	16" 90 Degree Bend	10	EA	$1,100.00	$11,000.00
232	20" Cap	10	EA	$650.00	$6,500.00
233	20" 11 1/4 Degree Bend	10	EA	$1,225.00	$12,250.00
234	20" 45 Degree Bend	10	EA	$1,240.00	$12,400.00
235	20" 90 Degree Bend	10	EA	$1,900.00	$19,000.00
236	24" Cap	10	EA	$890.00	$8,900.00
237	24" 11 1/4 Degree Bend	10	EA	$1,630.00	$16,300.00
238	24" 45 Degree Bend	10	EA	$1,900.00	$19,000.00
239	24" 90 Degree Bend	10	EA	$2,850.00	$28,500.00
240	6" Long Solid Sleeve Coupling	10	EA	$145.00	$1,450.00
241	8" Long Solid Sleeve Coupling	10	EA	$230.00	$2,300.00
242	10" Long Solid Sleeve Coupling	10	EA	$275.00	$2,750.00
243	12" Long Solid Sleeve Coupling	10	EA	$370.00	$3,700.00
244	16" Long Solid Sleeve Coupling	10	EA	$710.00	$7,100.00
245	20" Long Solid Sleeve Coupling	10	EA	$1,125.00	$11,250.00
246	24" Long Solid Sleeve Coupling	10	EA	$1,485.00	$14,850.00
247	6" x 4" Reducer	10	EA	$95.00	$950.00
248	8" x 6" Reducer	10	EA	$135.00	$1,350.00
249	10" x 8" Reducer	10	EA	$190.00	$1,900.00
250	12" x 10" Reducer	10	EA	$260.00	$2,600.00
251	16" x 12" Reducer	10	EA	$525.00	$5,250.00
252	20" x 16" Recuer	10	EA	$825.00	$8,250.00
253	24" x 20" Reducer	10	EA	$1,700.00	$17,000.00
254	Miscellaneous C153 MJ Fittings Not Listed (Sold By The Pound)	2,000	LB	$10.00	$20,000.00
255	P401 Lining on Fitting 4" to 12"	30	EA	$500.00	$15,000.00
256	P401 Lining on Fitting 16" to 24"	30	EA	$1,000.00	$30,000.00

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	Gate Valve and Box, Resilient Seated				
257	2" Gate Valve and Box	20	EA	$580.00	$11,600.00
258	4" Gate Valve and Box	20	EA	$950.00	$19,000.00
259	6" Gate Valve and Box	15	EA	$1,225.00	$18,375.00
260	8" Gate Valve and Box	15	EA	$1,950.00	$29,250.00
261	10" Gate Valve and Box	10	EA	$3,000.00	$30,000.00
262	12" Gate Valve and Box	10	EA	$3,800.00	$38,000.00
263	16" Gate Valve and Box	5	EA	$9,800.00	$49,000.00
264	20" Gate Valve and Box	5	EA	$18,000.00	$90,000.00
265	24" Gate Valve and Box	5	EA	$24,000.00	$120,000.00
266	30" Gate Valve and Box	2	EA	$45,000.00	$90,000.00
267	36" Gate Valve and Box	2	EA	$65,000.00	$130,000.00
268	42" Gate Valve and Box	2	EA	$90,000.00	$180,000.00
	Butterfly valve and Box				
269	12" Butterfly Valve and Box	5	EA	$2,600.00	$13,000.00
270	16" Butterfly Valve and Box	5	EA	$4,900.00	$24,500.00
271	20" Butterfly Valve and Box	2	EA	$6,300.00	$12,600.00
272	24" Butterfly Valve and Box	2	EA	$9,050.00	$18,100.00
273	30" Butterfly Valve and Box	1	EA	$18,000.00	$18,000.00
274	36" Butterfly Valve and Box	1	EA	$22,500.00	$22,500.00
275	42" Butterfly Valve and Box	1	EA	$35,000.00	$35,000.00
	Plug Valve and Box				
276	2" Plug Valve and Box	5	EA	$530.00	$2,650.00
277	4" Plug Valve and Box	5	EA	$750.00	$3,750.00
278	6" Plug Valve and Box	5	EA	$1,200.00	$6,000.00
279	8" Plug Valve and Box	5	EA	$2,600.00	$13,000.00
280	10" Plug Valve and Box	5	EA	$3,500.00	$17,500.00
281	12" Plug Valve and Box	5	EA	$4,200.00	$21,000.00
282	16" Plug Valve and Box	5	EA	$8,600.00	$43,000.00

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
283	20" Plug Valve and Box	2	EA	$16,200.00	$32,400.00
284	24" Plug Valve and Box	2	EA	$35,000.00	$70,000.00
285	30" Plug Valve and Box	1	EA	$53,000.00	$53,000.00
286	36" Plug Valve and Box	1	EA	$73,500.00	$73,500.00
	OS & Y Valve				
287	4" OS&Y Valve	5	EA	$1,240.00	$6,200.00
288	6" OS&Y Valve	5	EA	$1,610.00	$8,050.00
289	8" OS&Y Valve	5	EA	$2,500.00	$12,500.00
290	10" OS&Y Valve	5	EA	$3,600.00	$18,000.00
291	12" OS&Y Valve	5	EA	$4,700.00	$23,500.00
292	16" OS&Y Valve	2	EA	$23,900.00	$47,800.00
	Horizontal Directional Drill				
293	1" DR9 HDPE CTS, Roadway Undercrossing	4,000	LF	$15.00	$60,000.00
294	2" DR9 HDPE DIPS, Roadway Undercrossing	4,000	LF	$25.00	$100,000.00
295	4" DR11 HDPE DIPS, Roadway Undercrossing	4,000	LF	$35.00	$140,000.00
296	6" DR11 HDPE DIPS, Roadway Undercrossing	2,000	LF	$45.00	$90,000.00
297	8" DR11 HDPE DIPS, Roadway Undercrossing	1,500	LF	$55.00	$82,500.00
298	10" DR11 HDPE DIPS, Roadway Undercrossing	1,000	LF	$60.00	$60,000.00
299	12" DR11 HDPE DIPS, Roadway Undercrossing	1,000	LF	$75.00	$75,000.00
300	16" DR11 HDPE DIPS, Roadway Undercrossing	1,000	LF	$120.00	$120,000.00
301	20" DR11 HDPE DIPS, Roadway Undercrossing	1,000	LF	$180.00	$180,000.00
302	24" DR11 HDPE DIPS, Roadway Undercrossing	1,000	LF	$250.00	$250,000.00
	Pipe Removal				
303	Remove existing AC pipe up through 6"	600	LF	$13.00	$7,800.00
304	Remove existing AC pipe 8" through 12"	600	LF	$15.00	$9,000.00
305	Remove existing AC pipe 14" thtough 20"	600	LF	$25.00	$15,000.00
306	Remove existing AC pipe 24" through 36"	600	LF	$30.00	$18,000.00
307	Dispose of existing AC pipe material removed	360	CY	$60.00	$21,600.00

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	Machine Pit and Pipe Insertion Pit Excavation				
308	Up to 4' deep	30	EA	$1,700.00	$51,000.00
309	Over 4' and up to 6'	30	EA	$2,200.00	$66,000.00
310	Over 6' and up to 8'	30	EA	$2,500.00	$75,000.00
311	Over 8" up to 10'	30	EA	$2,800.00	$84,000.00
312	Over 10' up to 12'	20	EA	$3,200.00	$64,000.00
313	Over 12' up to 14'	20	EA	$3,400.00	$68,000.00
314	Over 14' up to 16'	20	EA	$3,800.00	$76,000.00
315	Over 16' up to 18'	10	EA	$5,200.00	$52,000.00
316	Over 18' up to 20'	10	EA	$6,400.00	$64,000.00
	Service Lateral Reconnection, Fitting and Valve Pit Excavation				
317	Up to 4' deep	30	EA	$600.00	$18,000.00
318	Over 4' and up to 6'	30	EA	$700.00	$21,000.00
319	Over 6' and up to 8'	30	EA	$800.00	$24,000.00
320	Over 8" up to 10'	30	EA	$1,500.00	$45,000.00
321	Over 10' up to 12'	20	EA	$2,500.00	$50,000.00
322	Over 12' up to 14'	20	EA	$3,000.00	$60,000.00
323	Over 14' up to 16'	20	EA	$3,500.00	$70,000.00
324	Over 16' up to 18'	10	EA	$4,100.00	$41,000.00
325	Over 18' up to 20'	10	EA	$4,500.00	$45,000.00
	Point Repair Excavation				
326	Up to 4' deep	10	EA	$1,500.00	$15,000.00
327	Over 4' and up to 6'	10	EA	$2,100.00	$21,000.00
328	Over 6' and up to 8'	10	EA	$2,300.00	$23,000.00
329	Over 8" up to 10'	10	EA	$2,600.00	$26,000.00
330	Over 10' up to 12'	8	EA	$3,000.00	$24,000.00
331	Over 12' up to 14'	8	EA	$3,500.00	$28,000.00
332	Over 14' up to 16'	8	EA	$4,500.00	$36,000.00
333	Over 16' up to 18'	4	EA	$5,000.00	$20,000.00
334	Over 18' up to 20'	4	EA	$5,500.00	$22,000.00

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	Pipe Bursting with SDR 19 HDPE IPS for Gravity Systems "PlexVue Gray"				
335	4" Diameter	1,000	LF	$35.00	$35,000.00
336	6" Diameter	1,000	LF	$38.00	$38,000.00
337	8" Diameter	1,000	LF	$42.00	$42,000.00
338	10" Diameter	1,000	LF	$46.00	$46,000.00
339	12" Diameter	1,000	LF	$50.00	$50,000.00
340	14" Diameter	1,000	LF	$66.00	$66,000.00
341	16" Diameter	1,000	LF	$74.00	$74,000.00
342	18" Diameter	1,000	LF	$90.00	$90,000.00
343	20" Diameter	600	LF	$110.00	$66,000.00
344	24" Diameter	600	LF	$140.00	$84,000.00
345	30" Diameter	600	LF	$190.00	$114,000.00
346	32" Diameter	600	LF	$250.00	$150,000.00
347	36" Diameter	600	LF	$300.00	$180,000.00
	Pipe Bursting with SDR 17 HDPE IPS for Gravity Systems "PlexVue Gray"				
348	4" Diameter	2,000	LF	$40.00	$80,000.00
349	6" Diameter	2,000	LF	$45.00	$90,000.00
350	8" Diameter	2,000	LF	$47.00	$94,000.00
351	10" Diameter	2,000	LF	$50.00	$100,000.00
352	12" Diameter	2,000	LF	$60.00	$120,000.00
352	14" Diameter	1,000	LF	$100.00	$100,000.00
354	16" Diameter	1,000	LF	$120.00	$120,000.00
355	18" Diameter	1,000	LF	$150.00	$150,000.00
356	20" Diameter	1,000	LF	$200.00	$200,000.00
357	24" Diameter	1,000	LF	$280.00	$280,000.00
358	30" Diameter	1,000	LF	$350.00	$350,000.00
359	32" Diameter	800	LF	$380.00	$304,000.00
360	36" Diameter	800	LF	$400.00	$320,000.00
	Pipe Bursting with SDR 17 HDPE DIP for Pressure Systems with Color Specific Striping				

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
361	4" Diameter	2,000	LF	$40.00	$80,000.00
362	6" Diameter	2,000	LF	$42.00	$84,000.00
363	8" Diameter	2,000	LF	$44.00	$88,000.00
364	10" Diameter	2,000	LF	$50.00	$100,000.00
265	12" Diameter	2,000	LF	$55.00	$110,000.00
366	14" Diameter	1,000	LF	$60.00	$60,000.00
367	16" Diameter	1,000	LF	$80.00	$80,000.00
368	18" Diameter	1,000	LF	$95.00	$95,000.00
369	20" Diameter	1,000	LF	$100.00	$100,000.00
370	24" Diameter	1,000	LF	$160.00	$160,000.00
371	30" Diameter	1,000	LF	$230.00	$230,000.00
372	36" Diameter	800	LF	$350.00	$280,000.00
	Pipe Bursting with SDR 11 HDPE DIP for Pressure Systems with Color Specific Striping				
373	4" Diameter	2,000	LF	$45.00	$90,000.00
374	6" Diameter	2,000	LF	$50.00	$100,000.00
375	8" Diameter	2,000	LF	$55.00	$110,000.00
376	10" Diameter	2,000	LF	$60.00	$120,000.00
377	12" Diameter	2,000	LF	$65.00	$130,000.00
378	14" Diameter	1,000	LF	$70.00	$70,000.00
379	16" Diameter	1,000	LF	$125.00	$125,000.00
380	18" Diameter	1,000	LF	$150.00	$150,000.00
381	20" Diameter	1,000	LF	$180.00	$180,000.00
382	24" Diameter	1,000	LF	$225.00	$225,000.00
383	30" Diameter	800	LF	$300.00	$240,000.00
	Gravity System Service Lateral Connection				
384	4" x 8" Inserta tee/ saddle	10	EA	$150.00	$1,500.00
385	4" x 10" Inserta tee/saddle	10	EA	$160.00	$1,600.00
386	4" x 12" Inserta tee/saddle	10	EA	$170.00	$1,700.00
387	4" x 18" Inserta tee/saddle	10	EA	$180.00	$1,800.00
388	4" x 24" Inserta tee/saddle	10	EA	$190.00	$1,900.00

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
389	4" x 30" Inserta tee/saddle	10	EA	$200.00	$2,000.00
390	4" x 36" Inserta tee/saddle	10	EA	$210.00	$2,100.00
391	6" x 8" Inserta tee/ saddle	10	EA	$160.00	$1,600.00
392	6" x 10" Inserta tee/saddle	10	EA	$170.00	$1,700.00
393	6" x 12" Inserta tee/saddle	10	EA	$180.00	$1,800.00
394	6" x 18" Inserta tee/saddle	10	EA	$190.00	$1,900.00
395	6" x 24" Inserta tee/saddle	10	EA	$200.00	$2,000.00
396	6" x 30" Inserta tee/saddle	10	EA	$210.00	$2,100.00
397	6" x 36" Inserta tee/saddle	10	EA	$220.00	$2,200.00
398	4" Fernco Coupling	10	EA	$10.00	$100.00
399	6" Fernco Coupling	10	EA	$20.00	$200.00
400	4" SDR 35 PVC - within service lateral pit excavation	80	LF	$5.00	$400.00
401	6" SDR 35 PVC - within service lateral pit excavation	80	LF	$10.00	$800.00
	Pressure Service Lateral Connection and System Connection				
402	2" x 4" electrofusion, self tapping saddle	20	EA	$320.00	$6,400.00
403	2" x 6" electrofusion, self tapping saddle	20	EA	$390.00	$7,800.00
404	2" x 8" electrofusion, self tapping saddle	20	EA	$440.00	$8,800.00
405	2" x 10" electrofusion, self tapping saddle	20	EA	$500.00	$10,000.00
406	2" x 12" electrofusion, self tapping saddle	20	EA	$560.00	$11,200.00
407	2" x 14" electrofusion, self tapping saddle	20	EA	$590.00	$11,800.00
408	2" x 16" electrofusion, self tapping saddle	20	EA	$730.00	$14,600.00
409	2" Corporation cock with accessories	10	EA	$460.00	$4,600.00
410	1" curb stop with accessories	10	EA	$150.00	$1,500.00
411	1-1/2" curb stop with accessories	10	EA	$390.00	$3,900.00
412	2" curb stop with accessories	10	EA	$540.00	$5,400.00
	MJ Adapter with Retainer Gland and MJ Accessories				
413	4" Diameter	20	EA	$210.00	$4,200.00
414	6" Diameter	20	EA	$225.00	$4,500.00
415	8" Diameter	20	EA	$260.00	$5,200.00
416	10" Diameter	15	EA	$360.00	$5,400.00

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
417	12" Diameter	15	EA	$410.00	$6,150.00
418	14" Diameter	15	EA	$875.00	$13,125.00
419	16" Diameter	15	EA	$1,100.00	$16,500.00
420	18" Diameter	10	EA	$1,250.00	$12,500.00
421	20" Diameter	10	EA	$1,700.00	$17,000.00
422	24" Diameter	6	EA	$1,800.00	$10,800.00
423	30" Diameter	6	EA	$4,800.00	$28,800.00
424	36" Diameter	6	EA	$6,200.00	$37,200.00
	Jack and Bore				
425	12" Jack and Bore using Steel Casing	100	LF	$250.00	$25,000.00
426	14" Jack and Bore using Steel Casing	100	LF	$300.00	$30,000.00
427	16" Jack and Bore using Steel Casing	100	LF	$350.00	$35,000.00
428	20" Jack and Bore using Steel Casing	100	LF	$400.00	$40,000.00
429	24" Jack and Bore using Steel Casing	100	LF	$450.00	$45,000.00
430	30" Jack and Bore using Steel Casing	60	LF	$500.00	$30,000.00
431	36" Jack and Bore using Steel Casing	60	LF	$600.00	$36,000.00
	Air Release Valves				
432	2" Offset Above Ground FM ARV (Include Enclosure)	5	EA	$5,100.00	$25,500.00
433	2" Offset Above Ground WM ARV (Include Enclosure)	5	EA	$4,200.00	$21,000.00
434	3" Offset Above Ground FM ARV (Include Enclosure)	5	EA	$6,700.00	$33,500.00
435	3" Offset Above Ground WM ARV (Include Enclosure)	5	EA	$5,800.00	$29,000.00
436	4" Offset Above Ground FM ARV (Include Enclosure)	5	EA	$8,200.00	$41,000.00
437	4" Offset Above Ground WM ARV (Include Enclosure)	5	EA	$7,300.00	$36,500.00
	Water Main Blow Off Assembly				
438	Permanent 2" Blow Off Assembly and Box	2	EA	$1,200.00	$2,400.00
439	Permanent 3" Blow Off Assembly and Box	2	EA	$2,300.00	$4,600.00
440	2" Autoflush Blowoff Assembly	2	EA	$7,000.00	$14,000.00
	Fire Hydrant Assembly				

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
441	Fire Hydrant Assembly	10	EA	$5,950.00	$59,500.00
	Restrained Joint Devices, Bell Restraint, for Ductile Iron Pipe or PVC				
442	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 4"	25	EA	$135.00	$3,375.00
443	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 6"	25	EA	$150.00	$3,750.00
444	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 8"	25	EA	$180.00	$4,500.00
445	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 10"	25	EA	$275.00	$6,875.00
446	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 12"	25	EA	$300.00	$7,500.00
447	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 16"	25	EA	$700.00	$17,500.00
448	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 20"	20	EA	$1,000.00	$20,000.00
449	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 24"	20	EA	$1,400.00	$28,000.00
450	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 30"	20	EA	$2,600.00	$52,000.00
451	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 36"	20	EA	$3,000.00	$60,000.00
452	Meg-a-Lug Series 1100 or Equal, Bell Restraint, 42"	20	EA	$5,000.00	$100,000.00
	Restrained Joint Devices, Fitting Restraint, for Ductile Iron Pipe or PVC				
453	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 4"	45	EA	$190.00	$8,550.00
454	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 6"	45	EA	$200.00	$9,000.00
455	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 8"	45	EA	$210.00	$9,450.00
456	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 10"	45	EA	$250.00	$11,250.00
457	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 12"	45	EA	$300.00	$13,500.00
458	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 16"	45	EA	$400.00	$18,000.00
459	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 20"	40	EA	$800.00	$32,000.00
460	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 24"	40	EA	$900.00	$36,000.00
461	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 30"	40	EA	$1,950.00	$78,000.00
462	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 36"	40	EA	$2,500.00	$100,000.00
463	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 42"	40	EA	$4,300.00	$172,000.00
	Cast-in-Place Thrust Block				
464	Cast-in-Place Thrust Block	20	CY	$100.00	$2,000.00
	Tapping Sleeve and Valve and Line Stops				

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
465	Tapping Sleeve and Valve 6" x 4"	3	EA	$3,500.00	$10,500.00
466	Tapping Sleeve and Valve 6" x 6"	3	EA	$3,800.00	$11,400.00
467	Tapping Sleeve and Valve 8" x 4"	3	EA	$3,800.00	$11,400.00
468	Tapping Sleeve and Valve 8" x 6"	2	EA	$3,900.00	$7,800.00
469	Tapping Sleeve and Valve 8" x 8"	2	EA	$4,500.00	$9,000.00
470	Tapping Sleeve and Valve 12" x 8"	2	EA	$4,800.00	$9,600.00
471	Tapping Sleeve and Valve 12" x 12"	2	EA	$9,500.00	$19,000.00
472	Tapping Sleeve and Valve 16" x 8"	2	EA	$6,000.00	$12,000.00
473	Tapping Sleeve and Valve 16" x 12"	2	EA	$10,500.00	$21,000.00
474	Tapping Sleeve and Valve 20" x 8"	2	EA	$5,500.00	$11,000.00
475	Tapping Sleeve and Valve 20" x 12"	2	EA	$10,500.00	$21,000.00
476	Tapping Sleeve and Valve 20" x 16"	2	EA	$23,000.00	$46,000.00
477	Tapping Sleeve and Valve 20" x 20"	2	EA	$40,000.00	$80,000.00
478	Tapping Sleeve and Valve 24" x 8"	2	EA	$6,000.00	$12,000.00
479	Tapping Sleeve and Valve 24" x 12"	2	EA	$11,000.00	$22,000.00
480	Tapping Sleeve and Valve 24" x 16"	2	EA	$23,000.00	$46,000.00
481	Tapping Sleeve and Valve 24" x 20"	2	EA	$40,000.00	$80,000.00
482	4" Line Stop, Temporary, up to 2 Days use	2	EA	$10,000.00	$20,000.00
483	6" Line Stop, Temporary, up to 2 Days use	2	EA	$9,000.00	$18,000.00
484	8" Line Stop, Temporary, up to 2 Days use	2	EA	$11,000.00	$22,000.00
485	10" Line Stop, Temporary, up to 2 Days use	2	EA	$12,000.00	$24,000.00
486	12" Line Stop, Temporary, up to 2 Days use	2	EA	$13,000.00	$26,000.00
487	16" Line Stop, Temporary, up to 2 Days use	2	EA	$19,000.00	$38,000.00
488	20" Line Stop, Temporary, up to 2 Days use	2	EA	$21,000.00	$42,000.00
489	24" Line Stop, Temporary, up to 2 Days use	2	EA	$34,000.00	$68,000.00
490	30" Line Stop, Temporary, up to 2 Days use	2	EA	$55,000.00	$110,000.00
491	36" Line Stop, Temporary, up to 2 Days use	2	EA	$57,000.00	$114,000.00
492	42" Line Stop, Temporary, up to 2 Days use	2	EA	$65,000.00	$130,000.00
493	6" Line Stop, Temporary, up to 2 Days use, W/ 4" Bypass	2	EA	$10,000.00	$20,000.00
494	8" Line Stop, Temporary, up to 2 Days use, W/ 6" Bypass	2	EA	$13,000.00	$26,000.00
495	10" Line Stop, Temporary, up to 2 Days use, W/ 8" Bypass	2	EA	$16,000.00	$32,000.00
496	12" Line Stop, Temporary, up to 2 Days use, W/ 10" Bypass	2	EA	$17,000.00	$34,000.00

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
497	16" Line Stop, Temporary, up to 2 Days use, W/ 12" Bypass	2	EA	$23,500.00	$47,000.00
498	20" Line Stop, Temporary, up to 2 Days use, W/ 16" Bypass	2	EA	$25,000.00	$50,000.00
499	24" Line Stop, Temporary, up to 2 Days use, W/ 20" Bypass	2	EA	$38,000.00	$76,000.00
500	4" Line Stop, Rental After 2 Days	5	ED	$1,000.00	$5,000.00
501	6" Line Stop, Rental After 2 Days	5	ED	$2,000.00	$10,000.00
502	8" Line Stop, Rental After 2 Days	5	ED	$3,000.00	$15,000.00
503	10" Line Stop, Rental After 2 Days	5	ED	$4,000.00	$20,000.00
504	12" Line Stop, Rental After 2 Days	5	ED	$5,000.00	$25,000.00
505	16" Line Stop, Rental After 2 Days	5	ED	$6,000.00	$30,000.00
506	20" Line Stop, Rental After 2 Days	5	ED	$7,000.00	$35,000.00
507	24" Line Stop, Rental After 2 Days	5	ED	$8,000.00	$40,000.00
508	30" Line Stop, Rental After 2 Days	5	ED	$9,000.00	$45,000.00
509	36" Line Stop, Rental After 2 Days	5	ED	$10,000.00	$50,000.00
510	42" Line Stop, Rental After 2 Days	5	ED	$11,000.00	$55,000.00
511	Line Stop or Wet Tap Emergency Mobilization	2	EA	$2,500.00	$5,000.00
	Initial Repair Excavation, for the First 20-Feet of Excavation at the Following Pipe Depths				
512	0'- up to 6' Depth	10	EA	$2,500.00	$25,000.00
513	Over 6' - up to 8' Depth	10	EA	$2,600.00	$26,000.00
514	Over 8' - up to 10' Depth	10	EA	$2,700.00	$27,000.00
515	Over 10' - up to 12' Depth	10	EA	$3,000.00	$30,000.00
516	Over 12' - up to 14' Depth	8	EA	$3,500.00	$28,000.00
517	Over 14' - up to 16' Depth	8	EA	$4,000.00	$32,000.00
518	Over 16' - up to 18' Depth	5	EA	$4,500.00	$22,500.00
519	Over 18' - up to 20' Depth	5	EA	$5,500.00	$27,500.00
	Additonal Repair Excavation, per Foot in Excess of 20-Feet at the Following Pipe Depths (to be paid for under separate pay items)				
520	0'- up to 6' Depth	1,000	LF	$35.00	$35,000.00
521	Over 6' - up to 8' Depth	1,000	LF	$45.00	$45,000.00
522	Over 8' - up to 10' Depth	1,000	LF	$55.00	$55,000.00

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
523	Over 10' - up to 12' Depth	1,000	LF	$65.00	$65,000.00
524	Over 12' - up to 14' Depth	600	LF	$75.00	$45,000.00
525	Over 14' - up to 16' Depth	600	LF	$85.00	$51,000.00
526	Over 16' - up to 18' Depth	600	LF	$95.00	$57,000.00
527	Over 18' - up to 20' Depth	600	LF	$100.00	$60,000.00
	Dewatering				
528	Well Point Pump Initial Set Up	5	EA	$50.00	$250.00
529	Well Point Header System Initial Set Up (0' - 250')	250	LF	$13.00	$3,250.00
530	Well Point Header System Initial Set Up (251' - 500')	500	LF	$12.00	$6,000.00
531	Well Point Header System Initial Set Up (501' and greater)	750	LF	$11.00	$8,250.00
532	Well Point Pump Operation and Maintenance	5	ED	$1,000.00	$5,000.00
533	Well Point Header System Operation and Maintenance (0' - 250')	1,250	LF-ED	$3.00	$3,750.00
534	Well Point Header System Operation and Maintenance (251'-500')	2,500	LF-ED	$2.00	$5,000.00
535	Well Point Header System Operation and Maintenance (501' - greater)	3,750	LF-ED	$1.00	$3,750.00
536	Pump with Rock Sump	5	ED	$500.00	$2,500.00
	By-Pass Pumping of Sewers, Equipment Set Up (back-up pumps are paid for separately as additional pumps)				
537	By-Pass Pump 4" Discharge	2	EA	$600.00	$1,200.00
538	By-Pass Pump 6" Discharge	2	EA	$700.00	$1,400.00
539	By-Pass Pump 8" Discharge	2	EA	$800.00	$1,600.00
540	By-Pass Pump 10" Discharge	2	EA	$900.00	$1,800.00
541	By-Pass Pump 12" Discharge	2	EA	$1,000.00	$2,000.00
542	By-Pass Pump 16" Discharge	2	EA	$1,200.00	$2,400.00
543	Add on for "Quite Zone" Pump 4" & 6" Discharge	2	EA	$700.00	$1,400.00
544	Add on for "Quite Zone" Pump 8" & 10" Discharge	2	EA	$1,500.00	$3,000.00
545	Add on for "Quite Zone" Pump 12" & 16" Discharge	2	EA	$3,000.00	$6,000.00
	By-Pass Pumping of Sewers, Equipment Operation (back-up pumps are paid for separately as additional pumps)				
546	By-Pass Pump 4" Discharge	14	ED	$600.00	$8,400.00

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
547	By-Pass Pump 6" Discharge	14	ED	$700.00	$9,800.00
548	By-Pass Pump 8" Discharge	14	ED	$800.00	$11,200.00
549	By-Pass Pump 10" Discharge	14	ED	$900.00	$12,600.00
550	By-Pass Pump 12" Discharge	14	ED	$1,000.00	$14,000.00
551	By-Pass Pump 16" Discharge	14	ED	$1,200.00	$16,800.00
552	Add on for "Quite Zone" Pump 4" & 6" Discharge	14	ED	$100.00	$1,400.00
553	Add on for "Quite Zone" Pump 8" & 10" Discharge	14	ED	$200.00	$2,800.00
554	Add on for "Quite Zone" Pump 12" & 16" Discharge	14	ED	$300.00	$4,200.00
	By-Pass Discharge Piping				
555	4" Discharge Pipe w / Fittings	700	LF-ED	$4.00	$2,800.00
556	6" Discharge Pipe w / Fittings	700	LF-ED	$5.00	$3,500.00
557	8" Discharge Pipe w / Fittings	700	LF-ED	$6.00	$4,200.00
558	10" Discharge Pipe w / Fittings	500	LF-ED	$7.00	$3,500.00
559	12" Discharge Pipe w / Fittings	500	LF-ED	$8.00	$4,000.00
560	16" Discharge Pipe w / Fittings	500	LF-ED	$10.00	$5,000.00
	Sewer Plugs				
561	Up to 8" Plug	10	EA	$100.00	$1,000.00
562	10" - 15" Plug	10	EA	$200.00	$2,000.00
563	18" - 21" Plug	10	EA	$300.00	$3,000.00
564	24" - 36" Plug	10	EA	$400.00	$4,000.00
	Gravity Sewer Pipe				
565	4" SDR 26 PVC Service Pipe	500	LF	$5.00	$2,500.00
566	6" SDR 26 PVC Service Pipe	500	LF	$11.00	$5,500.00
567	8" SDR 26 PVC Service Pipe	500	LF	$20.00	$10,000.00
568	10" SDR 26 PVC Service Pipe	500	LF	$30.00	$15,000.00
569	12" SDR 26 PVC Service Pipe	500	LF	$44.00	$22,000.00
570	15" SDR 26 PVC Service Pipe	500	LF	$67.00	$33,500.00
571	24" SDR 26 PVC Service Pipe	500	LF	$137.00	$68,500.00
572	30" SDR 26 PVC Service Pipe	500	LF	$193.00	$96,500.00

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
573	36" SDR 26 PVC Service Pipe	500	LF	$275.00	$137,500.00
	Gravity Sewer Pipe Fittings				
574	6" x 6" SDR 26 PVC Wye	20	EA	$150.00	$3,000.00
575	8" x 6" SDR 26 PVC Wye	20	EA	$200.00	$4,000.00
576	10" x 6" SDR 26 PVC Wye	20	EA	$425.00	$8,500.00
577	12" x 6" SDR 26 PVC Wye	20	EA	$580.00	$11,600.00
578	15" x 6" SDR 26 PVC Wye	20	EA	$1,000.00	$20,000.00
579	18" x 6" SDR 26 PVC Wye	20	EA	$2,100.00	$42,000.00
580	6" Clean Out Assembly	20	EA	$250.00	$5,000.00
	Remove Existing Manhole				
581	4' Diameter Manhole Up to 6'	3	EA	$100.00	$300.00
582	4' Diameter Manhole Over 6' - Up to 8' Depth	3	EA	$200.00	$600.00
583	4' Diameter Manhole Over 8' - Up to 10' Depth	3	EA	$300.00	$900.00
584	4' Diameter Manhole Over 10' - Up to 12' Depth	3	EA	$400.00	$1,200.00
585	4' Diameter Manhole Over 12' - Up to 14' Depth	3	EA	$500.00	$1,500.00
586	4' Diameter Manhole Over 14' - Up to 16' Depth	3	EA	$600.00	$1,800.00
587	4' Diameter Manhole Over 16' - Up to 18' Depth	3	EA	$700.00	$2,100.00
588	4' Diameter Manhole Over 18' - Up to 20' Depth	3	EA	$800.00	$2,400.00
589	5' Diameter Manhole Up to 6'	3	EA	$200.00	$600.00
590	5' Diameter Manhole Over 6' - Up to 8' Depth	3	EA	$300.00	$900.00
591	5' Diameter Manhole Over 8' - Up to 10' Depth	3	EA	$400.00	$1,200.00
592	5' Diameter Manhole Over 10' - Up to 12' Depth	3	EA	$500.00	$1,500.00
593	5' Diameter Manhole Over 12' - Up to 14' Depth	3	EA	$600.00	$1,800.00
594	5' Diameter Manhole Over 14' - Up to 16' Depth	3	EA	$700.00	$2,100.00
595	5' Diameter Manhole Over 16' - Up to 18' Depth	3	EA	$800.00	$2,400.00
596	5' Diameter Manhole Over 18' - Up to 20' Depth	3	EA	$900.00	$2,700.00
	Adjustment of Manhole Ring and Cover (+/- 1')				
597	Adjust Manhole Ring and Cover	20	EA	$1,000.00	$20,000.00

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	Manhole Drop Connection - Outside				
598	8" Main, 2' - Up to 4' (vertical) Drop	3	EA	$1,500.00	$4,500.00
599	8" Main, Over 4' - Up to 6' (vertical) Drop	3	EA	$2,000.00	$6,000.00
	Coating Existing Structure with SewperCoat				
600	Manhole or Wet Well Coating	50	SF	$69.00	$3,450.00
601	Removal of Existing Coating on Wet Well or Manhole	50	SF	$96.00	$4,800.00
	Removal of Existing Pipelines - Non-Hazardous				
602	2" Through 4" Diameter Pipe	200	LF	$7.00	$1,400.00
603	6" Through 8" Diameter Pipe	200	LF	$8.00	$1,600.00
604	10" Through 12" Diameter Pipe	200	LF	$10.00	$2,000.00
605	15" Through 20" Diameter Pipe	200	LF	$20.00	$4,000.00
606	24" Through 42" Diameter Pipe	200	LF	$25.00	$5,000.00
	Grouting and Abondonment of Existing Pipeline				
607	2" Through 4" Diameter Pipe	200	LF	$20.00	$4,000.00
608	6" Through 8" Diameter Pipe	200	LF	$40.00	$8,000.00
609	10" Through 12" Diameter Pipe	200	LF	$50.00	$10,000.00
610	15" Through 20" Diameter Pipe	200	LF	$80.00	$16,000.00
611	24" Through 30" Diameter Pipe	200	LF	$100.00	$20,000.00
612	36" Diameter Pipe and Larger	200	LF	$150.00	$30,000.00
	Install New Pre-cast Manhole Including Ring, Cover and Associated Appurtenances				
613	4' Diameter Manhole Up to 6'	3	EA	$2,900.00	$8,700.00
614	4' Diameter Manhole Over 6' - Up to 8' Depth	3	EA	$3,000.00	$9,000.00
615	4' Diameter Manhole Over 8' - Up to 10' Depth	3	EA	$3,300.00	$9,900.00
616	4' Diameter Manhole Over 10' - Up to 12' Depth	3	EA	$4,000.00	$12,000.00
617	4' Diameter Manhole Over 12' - Up to 14' Depth	3	EA	$4,700.00	$14,100.00
618	4' Diameter Manhole Over 14' - Up to 16' Depth	3	EA	$5,200.00	$15,600.00
619	4' Diameter Manhole Over 16' - Up to 18' Depth	3	EA	$5,300.00	$15,900.00
620	4' Diameter Manhole Over 18' - Up to 20' Depth	3	EA	$5,700.00	$17,100.00

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
621	5' Diameter Manhole Up to 6'	3	EA	$12,000.00	$36,000.00
622	5' Diameter Manhole Over 6' - Up to 8' Depth	3	EA	$13,500.00	$40,500.00
623	5' Diameter Manhole Over 8' - Up to 10' Depth	3	EA	$14,800.00	$44,400.00
624	5' Diameter Manhole Over 10' - Up to 12' Depth	3	EA	$17,000.00	$51,000.00
625	5' Diameter Manhole Over 12' - Up to 14' Depth	3	EA	$18,000.00	$54,000.00
626	5' Diameter Manhole Over 14' - Up to 16' Depth	3	EA	$20,000.00	$60,000.00
627	5' Diameter Manhole Over 16' - Up to 18' Depth	3	EA	$21,000.00	$63,000.00
628	Diameter Manhole Over 18' - Up to 20' Depth	3	EA	$23,000.00	$69,000.00
	Install New Pre-cast Wet Well				
629	8' Diameter Manhole Up to 6'	1	EA	$12,000.00	$12,000.00
630	8' Diameter Manhole Over 6' - Up to 8' Depth	1	EA	$25,000.00	$25,000.00
631	8' Diameter Manhole Over 8' - Up to 10' Depth	1	EA	$26,000.00	$26,000.00
632	8' Diameter Manhole Over 10' - Up to 12' Depth	1	EA	$29,000.00	$29,000.00
633	8' Diameter Manhole Over 12' - Up to 14' Depth	1	EA	$32,000.00	$32,000.00
634	8' Diameter Manhole Over 14' - Up to 16' Depth	1	EA	$35,000.00	$35,000.00
635	8' Diameter Manhole Over 16' - Up to 18' Depth	1	EA	$38,000.00	$38,000.00
636	8' Diameter Manhole Over 18' - Up to 20' Depth	1	EA	$40,000.00	$40,000.00
637	10' Diameter Manhole Up to 6'	1	EA	$35,000.00	$35,000.00
638	10' Diameter Manhole Over 6' - Up to 8' Depth	1	EA	$38,000.00	$38,000.00
639	10' Diameter Manhole Over 8' - Up to 10' Depth	1	EA	$40,000.00	$40,000.00
640	10' Diameter Manhole Over 10' - Up to 12' Depth	1	EA	$45,000.00	$45,000.00
641	10' Diameter Manhole Over 12' - Up to 14' Depth	1	EA	$49,000.00	$49,000.00
642	10' Diameter Manhole Over 14' - Up to 16' Depth	1	EA	$53,000.00	$53,000.00
643	10' Diameter Manhole Over 16' - Up to 18' Depth	1	EA	$57,000.00	$57,000.00
644	10' 'Diameter Manhole Over 18' - Up to 20' Depth	1	EA	$62,000.00	$62,000.00
645	Additional Concrete for Wet Well Size Not Listed	50	CY	$1,000.00	$50,000.00
	Pipeline "Pigging"				
646	Clean New Pipeline With a "Pig", 4" - 8" Diameter Pipeline	1,000	LF	$2.00	$2,000.00
647	Clean New Pipeline With a "Pig", 10" - 12" Diameter Pipeline	1,000	LF	$3.00	$3,000.00
648	Clean New Pipeline With a "Pig", 16" - 20" Diameter Pipeline	1,000	LF	$4.00	$4,000.00

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
649	Clean New Pipeline With a "Pig", 24" - 42" Diameter Pipeline	1,000	LF	$5.00	$5,000.00
	Pipeline Pressure Testing				
650	Pipeline Pressure Testing Up To 8" Pipeline	1,000	LF	$2.00	$2,000.00
651	Pipeline Pressure Testing Over 10" to 12" Pipeline	1,000	LF	$3.00	$3,000.00
652	Pipeline Pressure Testing Over 16" to 20" Pipeline	1,000	LF	$4.00	$4,000.00
653	Pipeline Pressure Testing Over 24" to 42" Pipeline	1,000	LF	$5.00	$5,000.00
	Pipeline Chlorination / Sterilization in Accordance With PCHD Regulation				
654	Chlorinating up to 8" Pipeline	1,000	LF	$0.50	$500.00
655	Chlorinating Over 10" to 12" Pipeline	1,000	LF	$1.00	$1,000.00
656	Chlorinating Over 16" to 20" Pipeline	1,000	LF	$1.50	$1,500.00
657	Chlorinating Over 24" to 42" Pipeline	1,000	LF	$2.00	$2,000.00
	Vacuum , CCTV Truck Service, and Tanker				
658	Jet and Vacuum Truck Service	10	PH	$400.00	$4,000.00
659	CCTV Truck Service	10	PH	$400.00	$4,000.00
660	Hauling Sludge, Bypass Liquids, or other Liquids within 20 Mile Radius (Dump Site Provided by County)	100,000	Gallon	$0.15	$15,000.00
	Water Services				
661	4" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	10	EA	$1,000.00	$10,000.00
662	6" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	10	EA	$1,100.00	$11,000.00
663	8" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	10	EA	$1,125.00	$11,250.00
664	10" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	10	EA	$1,150.00	$11,500.00
665	12" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	10	EA	$1,200.00	$12,000.00
666	16" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	5	EA	$1,250.00	$6,250.00
667	20" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	5	EA	$1,350.00	$6,750.00
668	24" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	5	EA	$1,400.00	$7,000.00
669	30" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	5	EA	$1,500.00	$7,500.00
670	36" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	5	EA	$1,800.00	$9,000.00
671	2" Blue PE Tubing, Installation	1,000	LF	$4.00	$4,000.00

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
672	2" Blue PE Tubing, Additional Tubing Above Ground	200	LF	$4.00	$800.00
673	1" Blue PE Tubing, Meter Connection	1,000	LF	$3.00	$3,000.00
674	1" Blue PE Tubing, Additional Tubing Above Ground	200	LF	$3.00	$600.00
675	2" x 3/4" Meter Connection - Single Service Line and Meter Box	10	EA	$750.00	$7,500.00
676	2" x 3/4" Meter Connection - Double Service Line and Meter Box	10	EA	$1,000.00	$10,000.00
	Lift Station Rehab				
677	4" Pump Base	2	EA	$2,500.00	$5,000.00
678	6" Pump Base	2	EA	$3,500.00	$7,000.00
679	8" Pump Base	2	EA	$4,500.00	$9,000.00
680	Guide Rails 0' - 10' Wet Well (Per Pump)	1	EA	$2,500.00	$2,500.00
681	Guide Rails 10' - 20' Wet Well (Per Pump)	1	EA	$3,500.00	$3,500.00
682	Brackets	10	EA	$500.00	$5,000.00
683	4" Check Valve	2	EA	$1,500.00	$3,000.00
684	6" Check Valve	2	EA	$2,000.00	$4,000.00
685	8" Check Valve	2	EA	$3,000.00	$6,000.00
686	4" HDPE Piping for Wet Well 0' -10' (Per Pump)	1	EA	$4,500.00	$4,500.00
687	6" HDPE Piping for Wet Well 0' -10' (Per Pump)	1	EA	$5,500.00	$5,500.00
688	8" HDPE Piping for Wet Well 0' -10' (Per Pump)	1	EA	$6,500.00	$6,500.00
689	4" HDPE Piping for Wet Well 10' - 20' (Per Pump)	1	EA	$5,500.00	$5,500.00
690	6" HDPE Piping for Wet Well 10' - 20' (Per Pump)	1	EA	$6,500.00	$6,500.00
691	8" HDPE Piping for Wet Well 10' -20' (Per Pump)	1	EA	$7,500.00	$7,500.00
	Final Record Documents (4 originals signed and sealed by RSM) Locations to be in Accordance with State Plane Coordinate System				
692	Record Document Maintenance and Preparation	30	HR	$75.00	$2,250.00
693	Record Document Certification by Registered Surveyor and Mapper (RSM)	30	HR	$100.00	$3,000.00
694	Surveyor (Include Construction Layout)	30	HR	$150.00	$4,500.00
	Job Classifications				
695	Plan Preparation for Permitting	80	HR	$10.00	$800.00
696	Project Manager	80	HR	$10.00	$800.00

RFP 24-246 Utilities Construction Services

Exhibit "B" Fee Schedule

Killebrew, Inc.

Item #	Description	Quantity	UOM	Unit Price	Extended Price
697	Emergency Post Plan Preperation	80	HR	$10.00	$800.00
698	Licensed Plumber	10	ED	$500.00	$5,000.00
	Cost Plus 10% (Quantity Zero for Purposes of Bid)				
699	Electrical		Cost + 10%		
700	Controls		Cost + 10%		
701	Well Abandonment		Cost + 10%		
702	Custom Shoring		Cost + 10%		
703	Actuator Valve		Cost + 10%		
704	Pressure Reducing Valve		Cost + 10%		
705	Flow Meter		Cost + 10%		
706	Pumps		Cost + 10%		
707	Ice Pigging		Cost + 10%		
708	Hatches, Vents, and / or Fall Protection for Wet Well		Cost + 10%		
709	Mechanical Piping		Cost + 10%		
710	Vertical Construction		Cost + 10%		
711	Public Construction Bond in the amount of $500,000	1	EA	$5,400.00	$5,400.00

KILLINC-01 HSPEAKS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/16/2024

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).

PRODUCER	CONTACT NAME: Rachel Hutto
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 244-0004 FAX (A/C, No): E-MAIL ADDRESS: rhutto@turnerfirst.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Killebrew, Inc. PO Box 6258 Lakeland, FL 33807	INSURER A : Zurich American Insurance	16535
	INSURER B : Travelers Property Casualty Co	25674
	INSURER C : Westchester Surplus Lines Ins	10172
	INSURER D : Lloyd's of London	32727
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Included X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GLO2925059-04	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAP2925060-04	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 2,000,000 $ $ $ $ 10,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-2X705277-24-NF	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC2925058-04	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Contractor's Polluti			G71780909 003	1/1/2024	1/1/2026	per claim $1M / agg.	2,000,000
D	Professional Liab.			AXPCTRL00169-23	5/1/2023	5/1/2024	each claim / aggreg.	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All work performed for the county.

CERTIFICATE HOLDER

Polk County, a Political Subdivision of the State of Florida
330 West Church St.
P.O Box 9005 Drawer AS05
Bartow, FL 33831-9005

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AM Best Rating Services

Lloyd's

BestLink **AMB #: 085202** **AIIN #: AA1122000**

Domiciliary Address
One Lime Street
London EC3M 7HA,
United Kingdom

Web: www.lloyds.com
Phone: 44-207-327-1000
Fax: 44-207-327-5211

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



View additional news, reports and products for this company.

Based on AM Best's analysis, 051215 - Society of Lloyd's is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	August 07, 2024
Initial Rating Date:	October 01, 1997

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	August 07, 2024
Initial Rating Date:	August 12, 2004

Financial Size Category View Definition

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

AMB Rating Unit

Best's Credit Rating Analyst

Rating Office: A.M. Best Europe - Rating Services Ltd.

Associate Director-Analytics: Kanika Thukral

Director-Analytics: Timothy Prince

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

Note: Credit Ratings on this company are European Union Endorsed

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Upgrades Credit Ratings of Lloyd's, Its Rated Subsidiaries and Society of Lloyd's
August 07, 2024

Note: This data record represents an **AMB Rating Unit** and the following Best's Credit Ratings are based on the consolidated financials assigned to this record.

AMB #	Company Name	Best's FSR	Best's ICR
078649	Lloyd's Insurance Company (China) Ltd	A+	aa-
095926	Lloyd's Insurance Company S.A.	A+	aa-

u Denotes Under Review Best's Rating

Rating History

AM Best has provided ratings & analysis on this company since 1997.

Financial Strength Rating

Effective Date	Rating
August 07, 2024	A+
July 27, 2023	A
July 15, 2022	A
July 21, 2021	A
July 15, 2020	A

Long-Term Issuer Credit Rating

Effective Date	Rating
August 07, 2024	aa-
July 27, 2023	a+
July 15, 2022	a+
July 21, 2021	a+
July 15, 2020	a+

Related Financial and Analytical Data

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

AMB #	Company Name	Company Description
092160	Lloyd's (Switzerland Branch)	Represents the Property/Casualty financials for the Switzerland Branch of this legal entity.
087100	Lloyd's Underwriters CAB	Represents the Property/Casualty financials for the Canada Branch of this legal entity.
004093	Underwriters at Lloyd's, London (KY)	Represents Property/Casualty business of this legal entity.
022616	Underwriters at Lloyd's, London (VI)	Represents Property/Casualty business of this legal entity.
000565	Underwriters at Lloyd's, London (IL)	Represents Property/Casualty business of this legal entity.

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s).

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

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



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Press Releases

Date	Title
Sep 20, 2024	AM Best Affirms Credit Ratings of StarStone Insurance Bermuda Limited and Its Subsidiary
Aug 28, 2024	AM Best Affirms Credit Ratings of AXIS Capital Holdings Limited and Its Operating Subsidiaries
Aug 07, 2024	AM Best Upgrades Credit Ratings of Lloyd's, Its Rated Subsidiaries and Society of Lloyd's
Jul 18, 2024	AM Best Upgrades Issuer Credit Ratings for Beazley plc's Subsidiaries
Apr 30, 2024	AM Best Upgrades Credit Ratings of Hamilton Re, Ltd. and Hamilton Insurance Designated Activity Company
Apr 26, 2024	AM Best Affirms Credit Ratings of SiriusPoint Ltd. and Its Subsidiaries
Feb 26, 2024	AM Best Assigns Credit Ratings to Marco Re Limited
Feb 08, 2024	AM Best Revises Outlooks to Stable for Canopius US Insurance, Inc. and Canopius Reinsurance Limited

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AM Best Rating Services

Travelers Property Casualty Company of America

BestLink **AMB #: 004461 NAIC #: 25674 FEIN #: 362719165**

Mailing Address
One Tower Square
Hartford, Connecticut 06183
United States

Web: www.travelers.com
Phone: 860-277-0111
Fax: 844-816-9447
View Additional Address Information

AM Best Rating Unit: AMB #: 018674 - Travelers Group
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 02, 2024
Initial Rating Date:	June 30, 1972

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 02, 2024
Initial Rating Date:	April 18, 2005

Financial Size Category View Definition

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

Best's Credit Rating Analyst

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

Associate Director : David Marek

Senior Director: Michael J. Lagomarsino, CFA, FRM

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

Disclosure Information

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Press Release
AM Best Affirms Credit Ratings of The Travelers Companies, Inc. and Subsidiaries
August 02, 2024

u Denotes Under Review Best's Rating

Rating History

AM Best has provided ratings & analysis on this company since 1972.

Financial Strength Rating

Effective Date	Rating
August 02, 2024	A++
July 20, 2023	A++
July 29, 2022	A++
November 04, 2021	A++
November 05, 2020	A++
November 05, 2019	A++

Long-Term Issuer Credit Rating

Effective Date	Rating
August 02, 2024	aa+
July 20, 2023	aa+
July 29, 2022	aa+
November 04, 2021	aa+
November 05, 2020	aa+
November 05, 2019	aa+

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Aug 02, 2024	AM Best Affirms Credit Ratings of The Travelers Companies, Inc. and Subsidiaries
Jul 20, 2023	AM Best Affirms Credit Ratings of The Travelers Companies, Inc. and Most Subsidiaries
Jul 29, 2022	AM Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Main Subsidiaries
Nov 04, 2021	AM Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Main Subsidiaries
Nov 05, 2020	AM Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Main Subsidiaries
Nov 05, 2019	AM Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Main Subsidiaries
Oct 31, 2018	A.M. Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Main Subsidiaries
Oct 05, 2017	A.M. Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Subsidiaries

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AM Best Rating Services

Westchester Surplus Lines Insurance Company

BestLink **AMB #: 004433 NAIC #: 10172 FEIN #: 582139927**

Mailing Address
436 Walnut Street, P.O. Box 1000
Philadelphia, Pennsylvania 19106
United States

Web: www.chubb.com
Phone: 215-640-1000
View Additional Address Information

AM Best Rating Unit: AMB #: 000012 - Chubb U.S. Group of Insurance Companies
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058303 - Chubb Limited is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 07, 2023
Initial Rating Date:	June 30, 1972

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 07, 2023
Initial Rating Date:	August 16, 2005

Financial Size Category View Definition

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

Best's Credit Rating Analyst

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

Director: Alan Murray

Senior Director: Michael J. Lagomarsino, CFA, FRM

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

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
December 07, 2023

View AM Best's Rating Review Form

u Denotes Under Review Best's Rating

Rating History

AM Best has provided ratings & analysis on this company since 1972.

Financial Strength Rating

Effective Date	Rating
December 07, 2023	A++
December 01, 2022	A++
December 10, 2021	A++
December 17, 2020	A++
December 11, 2019	A++
December 13, 2018	A++

Long-Term Issuer Credit Rating

Effective Date	Rating
December 07, 2023	aa+
December 01, 2022	aa+
December 10, 2021	aa+
December 17, 2020	aa+
December 11, 2019	aa+
December 13, 2018	aa+

Best's Credit & Financial Reports

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Dec 07, 2023	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 01, 2022	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 10, 2021	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 17, 2020	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 11, 2019	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 13, 2018	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Oct 05, 2017	A.M. Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Jun 22, 2016	A.M. Best Removes From Under Review and Affirms Ratings of Chubb Limited and Most of Its Subsidiaries

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Zurich American Insurance Company

BestLink **AMB #: 002563 NAIC #: 16535 FEIN #: 364233459**

Mailing Address
1299 Zurich Way, 10Th Floor
Schaumburg, Illinois 60196-1056
United States

Web: www.zurichna.com
Phone: 800-382-2150
View Additional Address Information

AM Best Rating Unit: AMB #: 050457 - Zurich Insurance Group Ltd
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



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Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 22, 2023
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Positive
Action:	Affirmed
Effective Date:	November 22, 2023
Initial Rating Date:	September 14, 2004

Financial Size Category View Definition

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

Best's Credit Rating Analyst

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

Financial Analyst II: Thomas Keelan

Director: Edin Imsirovic

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Press Release
AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
November 22, 2023

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Rating History

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

Financial Strength Rating

Effective Date	Rating
November 22, 2023	A+
October 21, 2022	A+
October 01, 2021	A+
October 02, 2020	A+
September 25, 2019	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
November 22, 2023	aa-
October 21, 2022	aa-
October 01, 2021	aa-
October 02, 2020	aa-
September 25, 2019	aa-

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Oct 21, 2022	AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
Oct 01, 2021	AM Best Revises Issuer Credit Rating Outlook to Positive for Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
Oct 02, 2020	AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
Sep 25, 2019	AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
Sep 19, 2018	A.M. Best Affirms Credit Ratings of Zurich Insurance Group Ltd and its Main Rated Subsidiaries
Dec 08, 2017	A.M. Best Revises Outlooks to Stable for Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
Dec 01, 2016	A.M. Best Affirms Credit Ratings of Zurich Insurance Company Limited and Its Main Rated Affiliates

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KILLEBREW, INC.

Construction & Engineering

November 18, 2025

To: Town of Lake Hamilton
Re: Piggyback of Polk County Contract RFP24-246

The purpose of this letter is to extend the use of our current annual utility contract with Polk County (RFP24-246) for use in accordance with Florida Statutes to the Town of Lake Hamilton. In doing so the Town of Lake Hamilton will utilize all contract provisions and documents in accordance with Florida Statutes to enter into work agreements with Killebrew Inc.

Thank you,



Ian Lund
Vice President

9.E

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Patrick Henry, Public Services Director

AGENDA ITEM: Consider Authorization to Purchase Two Ford F-150 Utility Vehicles from Palmetto Ford Utilizing Florida Sheriffs Association Contract FSA25-VEL33.0

DATE: July 7, 2026

SUMMARY & RECOMMENDATION:

The Utilities Department rely heavily on light duty pickup trucks to perform daily operations, utility maintenance, infrastructure inspections, customer service work orders, and emergency response functions throughout the Town's water and wastewater systems.

Staff has identified the need to purchase two Ford F-150 4x4 pickup trucks utilizing the Town's existing piggyback agreement with Palmetto Ford under Florida Sheriffs Association Contract FSA25-VEL33.0.

One vehicle will replace an aging fleet asset that has experienced increased maintenance requirements and reduced reliability. The second vehicle is needed to support a new full time employee position and ensure adequate transportation is available to perform field operations and utility maintenance activities.

The Town has previously approved the use of the Florida Sheriffs Association contract and executed the necessary piggyback agreement with Palmetto Ford. Staff is now requesting authorization to expend budgeted funds for the purchase of these vehicles utilizing the existing contract.

The proposed vehicles will improve operational reliability, reduce maintenance costs associated with aging equipment, and provide the resources necessary to support current and future operational demands.

The proposed vehicle purchases are summarized below:

Vehicle Cost

Ford F-150 Crew Cab 4x4 $46,056.00

Ford F-150 Super Cab 4x4 $44,462.00

Total Purchase Price $90,518.00

Funding will be provided through the Water Enterprise Capital Projects Machinery & Equipment fund.

The purchase of these vehicles will improve operational reliability, reduce maintenance costs associated with aging fleet assets, and support the continued delivery of essential utility services to Town residents.

Staff recommends that the Town Commission take the following action:

1. Authorize the expenditure of $90,518.00 for the purchase of one Ford F-150 Crew Cab 4x4 and one Ford F-150 Super Cab 4x4 from Palmetto Ford utilizing the Town's existing piggyback agreement under Florida Sheriffs Association Contract FSA25-VEL33.0; and

2. Authorize the Town Manager to execute all necessary purchase documents.

Approval of this item will allow staff to replace an aging fleet vehicle, provide transportation for a new full-time employee position, and continue supporting efficient utility and public works operations.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☐ NO: ☒ N/A: ☐

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain:

The proposed vehicle purchases are summarized below:

Vehicle Cost

Ford F-150 Crew Cab 4x4 $46,056.00

Ford F-150 Super Cab 4x4 $44,462.00

Total Purchase Price $90,518.00

Funding will be provided through the Water Enterprise Capital Projects Machinery & Equipment fund.
GL Code 533-401-064

RECOMMENDATION:

ATTACHMENT(S):
TOWN OF LAKE HAMILTON ITEM 209 F150 CREW CAB 4X4 FSA PRICE SHEET.pdf
TOWN OF LAKE HAMILTON ITEM 211 F150 SUPER CAB 4X4 FSA PRICE SHEET.pdf
TOWN OF LAKE HAMILTON FSA PIGGYBACK LETTER - SIGNED.pdf

TOWN OF LAKE HAMILTON - Agreement to Piggyback contract for services Palmetto Ford - SIGNED.pdf
Agreement to Piggyback contract for services Palmetto Ford.pdf

Palmetto Ford of Miami

7245 NW 36 Street Miami, Florida 33166
305-470-1334 / 305-972-7133 cell
crodgers@palmettofordtrucks.com

FLORIDA SHERIFFS ASSOCIATION PRICE SHEET

Bid / Contract #: FSA25-VEL33.0

Purchaser:	TOWN OF LAKE HAMILTON	Date:	06/03/2026
Address:	P.O. BOX 126	Phone:	863-605-8919
City:	LAKE HAMILTON, FL. 33851	JERRY "JT" TORRANCE JR.	
		jtorrance@townoflakehamilton.com	

Base Model:	ITEM 209 - 2025 F150 CREW CAB 4X4 5-1/2' BED (W1L)	Price:	**$41,630.00**
Inc.	AM/FM RADIO, AIR CONDITIONING		
Color:	(YZ) WHITE / (AS) GREY VINYL INTERIOR		
Delivery Info:	ESTIMATED AT 16 WEEKS FROM RECEIPT OF PURCHASE ORDER		

Option #	2.7 V6 ECOBOOST GAS ENGINE	Price:	$0.00
Option #	FORD ELECTRONIC 10-SPEED AUTOMATIC TRANSMISSION	Price:	$0.00
Option #	POWER GROUP, WINDOWS, LOCKS, MIRRORS	Price:	$0.00
Option #	96W - FACTORY TOUGHBED SPRAYLINER	Price:	$619.00
Option #	XL9 - 3.55 ELECTRONIC LOCK REAR AXLE	Price:	$465.00
Option #		Price:	$0.00
Option #		Price:	$0.00
Option #		Price:	$0.00
Option #		Price:	$0.00
Option #		Price:	$0.00
Option #		Price:	$0.00
Option #		Price:	$0.00
Option #		Price:	$0.00

Note:	2025 AND 2026 YEAR MODEL F150 IS NO LONGER ORDERABLE	
Note:	PRICE INCREASE FOR 2027 YEAR MODEL IN LIEU OF 2025 LISTED ON CONTRACT	
Note:	AND PALMETTO FORD COST ADJUSTMENT	$3,342.00
Note:		

Total Price of Base Unit and all Selected Options:		**$46,056.00**
Total Price of Multiple Units - Qty:	**1**	**$46,056.00**

Palmetto Ford of Miami

7245 NW 36 Street Miami, Florida 33166
305-470-1334 / 305-972-7133 cell
crodgers@palmettofordtrucks.com

FLORIDA SHERIFFS ASSOCIATION PRICE SHEET

Bid / Contract #: FSA25-VEL33.0

Purchaser:	TOWN OF LAKE HAMILTON	Date:	06/03/2026
Address:	P.O. BOX 126	Phone:	863-605-8919
City:	LAKE HAMILTON, FL. 33851	JERRY "JT" TORRANCE JR.	
		jtorrance@townoflakehamilton.com	

Base Model:	ITEM 209 - 2025 F150 SUPER CAB 4X4 5-1/2' BED (X1L)	Price:	**$40,036.00**
Inc.	AM/FM RADIO, AIR CONDITIONING		
Color:	(YZ) WHITE / (AS) GREY VINYL INTERIOR		
Delivery Info:	ESTIMATED AT 16 WEEKS FROM RECEIPT OF PURCHASE ORDER		

Option #	2.7 V6 ECOBOOST GAS ENGINE	Price:	$0.00
Option #	FORD ELECTRONIC 10-SPEED AUTOMATIC TRANSMISSION	Price:	$0.00
Option #	POWER GROUP, WINDOWS, LOCKS, MIRRORS	Price:	$0.00
Option #	96W - FACTORY TOUGHBED SPRAYLINER	Price:	$619.00
Option #	XL9 - 3.55 ELECTRONIC LOCK REAR AXLE	Price:	$465.00
Option #		Price:	$0.00
Option #		Price:	$0.00
Option #		Price:	$0.00
Option #		Price:	$0.00
Option #		Price:	$0.00
Option #		Price:	$0.00
Option #		Price:	$0.00
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Note:	2025 AND 2026 YEAR MODEL F150 IS NO LONGER ORDERABLE	
Note:	PRICE INCREASE FOR 2027 YEAR MODEL IN LIEU OF 2025 LISTED ON CONTRACT	
Note:	AND PALMETTO FORD COST ADJUSTMENT	$3,342.00
Note:		

Total Price of Base Unit and all Selected Options:		**$44,462.00**
Total Price of Multiple Units - Qty:	**1**	**$44,462.00**

GO PALMETTO Ford MIAMI

Palmetto Ford of Miami

7245 NW 36th Street ~ Miami, Florida 33166 ~ 305-592-3673

City of Lake Hamilton, Florida
100 Smith Ave
Lake Hamilton, FL. 33851

C/O Jerry "JT" Torrance

RE: Letter authorizing the Town of Lake Hamilton, Florida to piggyback off of the Palmetto Ford of Miami contracts with the Florida Sheriff's Association (FSA)

Please accept this letter as confirmation that the Town of Lake Hamilton, Florida is invited to access and purchase any trucks awarded to Palmetto Ford of Miami, in accordance to the pricing, terms and conditions listed under the following Florida Sheriff's Association Contracts (FSA)

- Contract FSA25-VEH23.0 - Heavy Trucks and Busses
- Contract FSA25-VEL33.0 – Pursuit, Administrative and Other Vehicles

We look forward to working with you and the Town of Lake Hamiton in acquiring the trucks needed to support your fleet and community's needs.

I remain at your service and please feel free to contact me with any questions or needs.

Respectfully,

Charlie Rodgers
Government Sales Manager for Palmetto Ford of Miami
305-470-1334 Direct / 305-972-7133 Mobile
crodgers@palmettofordtrucks.com

AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES

BID BY ANOTHER GOVERNMENTAL ENTITY

WHEREAS, Palmetto Ford of Miami., a Florida corporation (the "Contractor"), entered into an agreement dated June 1, 2025 with the Florida Sheriffs Association, a Florida municipal corporation or political subdivision of the State of Florida, for Heavy trucks pursuant to F.S. §287.057 (the "Contract").

WHEREAS, the Town of Lake Hamilton, a Florida municipal corporation (the "Town") has the legal authority pursuant to F.S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the Town desires to "piggyback" onto the above referenced Contract between the Contractor and the Florida Sheriffs Association for utilization of the same or similar services to purchase Heavy truck (the "Work") and the Contractor consents to the aforesaid "piggybacking".

NOW THEREFORE, having found it to be in the public interest,

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Contract with the Florida Sheriffs Association and agrees to perform the services set forth therein for the Town in accordance with the terms of said Contract until the Work is completed. Contractor further agrees that for the purposes of interpretation and enforcement of the subject Contract, the term "Town of Lake Hamilton" shall be substituted for the term "Florida Sheriffs Association" throughout the Contract.

2. The Town agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Florida Sheriffs Association Agreement until the Work is completed.

A. Public Records. Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, the Seller shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. The Seller shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

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

5. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Seller of the request, and the Seller must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

6. If Seller does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

7. A Seller who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

8. If a civil action is filed against a Seller to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Seller the reasonable costs of enforcement, including reasonable attorney fees, if:

(a) The court determines that the Seller unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Seller has not complied with the request, to the public agency and to the Seller.

9. A notice complies with subparagraph (8)b if it is sent to the public agency's custodian of public records and to the Seller at the Seller's address listed on its contract with the public agency or to the Seller's registered agent. Such notices must be sent by common carrier

delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

10. A Seller who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

IF THE SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Town of Lake Hamilton

Attn: Town Clerk

100 Smith Ave

Lake Hamilton, FL 33851 (863) 439-1910 ext 110

Jborja@townoflakehamilton.com

CONTRACTOR NAME

By:

WITNESS:

WITNESS:

TOWN OF LAKE HAMILTON

By: Brittney Sandoval, Town Administrator

ATTEST:

Town Clerk

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Jborja@townoflakehamilton.com

CONTRACTOR NAME

_____

By:

WITNESS:

_____

WITNESS:

_____

TOWN OF LAKE HAMILTON

By: Brittney Sandoval, Town Administrator

ATTEST:

_____

Town Clerk

9.F

Town of Lake Hamilton

Town Council

Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Patrick Henry, Public Services Director

AGENDA ITEM: Staff is requesting direction on the subject of acquiring military surplus for Veterans Park.

DATE: July 7, 2026

SUMMARY & RECOMMENDATION: Staff was advised by Vice Mayor Mathis to look into registration with SDNexus. This is a web based platform to provide surplus military items or property to non profits. The Town has completed registration and awaits direction from Council.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: To be directed by Council.

RECOMMENDATION: