Town of Lake Hamilton

Town Council Regular Meeting Agenda – December 2, 2025

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

Phyllis Hall, Mayor
Robert Mathis, Vice Mayor
Cora Perry Roberson, Council Member Seat 1
Carmen Demanche, Council Member Seat 4

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE TO ALLEGIANCE

4. ROLL CALL

5. PRESENTATION

A. Presentation by the Central Florida Regional Planning Council (CFRPC) on the proposed changes to the Evaluation and Appraisal Report (EAR).

B. Red Light Camera Data Report for period beginning July 1, 2024 through June 30, 2025.

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. November 4,2025, Regular Council Meeting minutes

B. November 24, 2025, Special Meeting minutes

C. Consider January Regular Meeting Date Change from January 6, 2026, to January 13, 2026.

D. Disposal Authorization Request for Police Ford Explorer.

E. Planning Commission Applications

F. Board of Adjustment application

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. Council discussion for the White Clay Subdivision regarding proposed access to Kokomo Road. This is at the request of the developer, Cassidy Holdings LLC.

B. Second Reading and Adoption of Ordinance O-2025-12 Restricting the Use of Shipping Containers in C-1 and C-2 Zoning Districts and Establishing Design Standards. First Reading was held on November 4, 2025.

C. Resolution R-2025-XX Designation of Main Street name change for Memorial Marker named Charlie Kirk.

D. Continued from the November 4, 2025, Regular Council Meeting - Consider Purchase of a Van for Facilities Maintenance.

9. NEW BUSINESS

A. Seat 3 Vacancy Applications Review

B. Consider Piggybacking Agreement for the City of Sebring Contract #24-006 for Dewatering and Disposal of Domestic Wastewater Treatment Plant Biosolids.

C. Consider Piggybacking Agreement for Polk County #2024-084 for Utilities Construction to repair 14-inch water transmission line. Construction cost $138,941.00 Resolution R-2025-XX Budget Amendment FY 25-26

D. Consider Change Order Number 3B for Wastewater Treatment Plant Phase II RESOLUTION R-2025-XX Budget Amendment for FY 25-26

E. Consider Purchase of New Vehicle (budgeted FY 25/26) for the use of the Water Department providing transportation for a new staff hire.

F. Request for Legislative Intent and Staff Direction for allowing fences on vacant property.

G. Approve Town Clerk Evaluation and consider merit increase.

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: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Jeffrey Ball, AICP, Community Development Director

AGENDA ITEM: Presentation by the Central Florida Regional Planning Council (CFRPC) on the proposed changes to the Evaluation and Appraisal Report (EAR).

DATE: December 2, 2025

SUMMARY & RECOMMENDATION: The Central Florida Regional Planning Council (CFRPC) will be presenting the proposed updates to the (EAR) as required by State Law. This is a discussion item only; No vote is needed. This item will be brought back at a future Council meeting for a recommendation and transmittal to the Florida Department of Commerce.

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):
01a EAR Based Amendments Agenda report 120225.pdf

TOWN OF LAKE HAMILTON
2025 EAR COMPREHENSIVE PLAN AMENDMENTS
OVERVIEW PRESENTATION

December 2, 2025

TO: Town of Lake Hamilton, Town Council

FROM: Central Florida Regional Planning Council

SUBJECT: Overview of 2025 EAR Comprehensive Plan Amendments

AGENDA & HEARING DATES:

November 12, 2025, 5:30 PM	Planning Commission Update Presentation
December 2, 2025, 6:00 PM	**Town Council Update Presentation**
December 10, 2025, 6:00 PM:	Planning Commission Hearing
TBD:	Town Council Meeting, Transmittal Hearing
TBD:	Town Council Meeting, Adoption Hearing (2nd reading)

BACKGROUND:

The Town's Comprehensive Plan provides a framework for managing the growth and development of the town. At least once every 7 years, each local government must evaluate its comprehensive plan to determine if plan amendments are necessary to reflect changes in State Statutes and submit an Evaluation and Appraisal Report (EAR) letter and signed affidavit notifying Florida Commerce as to its determination.

The proposed amendments to the Comprehensive Plan (Plan) are based on a review of changes in Florida Statutes since the last time the Plan was updated and a review of the Comprehensive Plan against existing conditions, requirements of the Land Development Code, and input from the community.

Senate Bill 180

Adopted in 2025, Senate Bill 180 imposes mandates on state and local governments while limiting how they can regulate after storms. Cities and Counties May Not . . .

- propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land development regulations.

- propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2027.

Reorganization
The Comprehensive Plan Elements were reorganized in the order as addressed in Florida Statutes.

Proposed Amendments
The Overview of Recommended Amendments attached to this document provides an overview of proposed text amendments by Element. The language being amended includes Goals, Objectives, and Policies. The text that is underlined is text to be added and text that is shown as ~~strikeout~~ is to be removed.

Comments listed under each proposed change indicate why the Goal, Objective, or Policy is being amended. This language is provided for information and not to be adopted into the Comprehensive Plan Update.

THROUGHOUT THE COMPREHENSIVE PLAN

- Include reference to 10-year short term and 20-year long term planning horizons.

- All references to FAC 9J-5 will be removed as the rule has been appealed.

- All references to the Department of Community Affairs (DCA) or Department of Economic Opportunity (DEO) will be updated to Florida Commerce consistent with the agency's current name.

- Scrivener's errors such as misspelled words will be corrected.

- All references to Florida Statutes, FAC, or other agency requirements will be verified and updated as necessary.

- All items related to requirements in the Land Development Regulations will be updated based on whether the requirements have been addressed in the Land Development Regulations. The provisions will be reviewed for potential amendments or flagged for follow-up to the Land Development Regulations.

Planning and Zoning Board Presentation:
Staff presented the draft text amendments to the Planning and Zoning Board at their November 12, 2025 meeting.

Presentation Information
At the December 2, 2025 presentation, staff will present the draft text amendments and the updated map series for the Comprehensive Plan.

5.B

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Britney Sadoval, Town Administrator

FROM: Chris Votour, Chief of Police

AGENDA ITEM: Red Light Camera Data Report for period beginning July 1, 2024 through June 30, 2025.

DATE: December 2, 2025

SUMMARY & RECOMMENDATION: Update council on red light camera activity as required by Florida Statute.

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):
Red light update.pdf

Red Light Camera Survey for Fiscal Year 2024-2025

. Welcome to the Florida Department of Motor Vehicles and Highway Safety's (FLHSMV) annual survey on the use and operation of traffic infraction detectors, commonly known as Red Light Cameras, for the 2024-2025 Fiscal Year.

Per section 316.0083(4)(c), Florida Statutes, FLHSMV is directed to compile an annual comprehensive summary report on use of red light cameras throughout the state. The primary objective of the survey is to collect essential information from Florida counties, municipalities, and other jurisdictions that operate red light cameras. Be aware that your survey responses will be included in the final report, but your contact information will **not** be published.

Please **NOTE** there are several **NEW** questions on the survey this year based on legislative requirements. Questions 4 and 5 address the requirement to present your red light camera data / report to your governing body each year. Questions 15, 16, and 17 address the revenue reporting and distribution requirements, and Questions 32 and 33 address additional details regarding NOVs issued for improper right-hand turns on red signals (if relevant to your jurisdiction).

We value your input, as it will greatly contribute to the report's accuracy and completeness. The survey is expected to take approximately 15 to 20 minutes to complete, if you've collected all the necessary information prior to logging on to begin. Please be advised that the deadline for submitting your survey responses this year is **Wednesday, October 1, 2025**.

Thank you for taking the time to participate in this survey and for helping us gather the required information. If you experience any issues or have questions regarding the survey, please contact Rhonda MacKinnon at (850) 617-2690 or by email at RhondaMacKinnon@flhsmv.gov.

Q1. Please enter your contact information:

Name:	Chris Votour
Agency:	Lake Hamilton Police Department
Email Address:	votourc@townoflakehamilton.com
Phone Number:	8634394711
Phone Extension, if applicable:	

Q2. Please select the jurisdiction (city or county) you represent:

Lake Hamilton

Q3. Did your jurisdiction **operate red light cameras** within the reporting period of **July 1, 2024 through June 30, 2025**?

- (●) Yes
- ( ) No

Q4. As required by section 316.0083(4)(a)2., did you **present your Red Light Camera data / report as a single agenda item** at a meeting of Lake Hamilton's governing body **for the Red Light Camera program reporting period of July 1, 2024 through June 30, 2025**?

- (●) Yes
- ( ) No

Q5. On **what date did you present your Red Light Camera data / report** to Lake Hamilton's governing body? Please enter your answer in format mm/dd/yyyy.

12/02/2025

Q6. What department oversees the red light camera program in Lake Hamilton?
Example: Police Department, Sheriff's Office, Code Enforcement, Traffic Unit, etc.

Police Operations

Q7. Did Lake Hamilton **discontinue its red light camera program** during the reporting period, **July 1, 2024 through June 30, 2025**?

- ( ) Yes
- (●) No

Q8. Please enter the date that Lake Hamilton discontinued its program. Please enter your answer in format mm/dd/yyyy.

This question was not displayed to the respondent.

Q9. What **red light camera vendor(s)** does Lake Hamilton use? Please select any you may have used during the reporting period, **July 1, 2024, through June 30, 2025**.

- [ ] American Traffic Solutions (ATS)
- [ ] Conduent
- [ ] Novoa Global
- [ ] Redflex
- [ ] Sensys Gatso
- [ ] Verra Mobility

☐ Redspeed ☑ Other, please specify: Altumint

Q10. **As of July 1, 2024**, how many **red light cameras** were operational in Lake Hamilton?

0

Q11. **As of June 30, 2025**, how many **red light cameras** were operational in Lake Hamilton?

2

Q12. **As of July 1, 2024**, at how many **intersections** were red light cameras operational in Lake Hamilton?

0

Q13. **As of June 30, 2025**, at how many **intersections** were red light cameras operational in Lake Hamilton?

1

Q14. Please provide the following information regarding **Notices of Violation** issued for red light camera violations in Lake Hamilton during the reporting period of **July 1, 2024, through June 30, 2025**.

Total Notices of Violation Issued	3,411
Notices of Violation Paid	2,486
Notices of Violation Contested, but Pending Final Outcome	52
Notices of Violation Contested and Dismissed	1
Notices of Violation Contested and Upheld	0
Notices of Violation that Resulted in Uniform Traffic Citations Being Issued	0
Notice of Violation Pending Issuance as Uniform Traffic Citations	0

Q15. As required by section 316.0083(4)(a)2.b., please provide the total amount of **red light camera revenue from paid violations** that was collected by Lake Hamilton between **July 1, 2024, through June 30, 2025**. Please enter your answer in dollars and cents (ex: $158,000.00).

$352,887.00

Q16. How much **red light camera revenue was remitted to the Department of Revenue** between **July 1, 2024, through June 30, 2025**, as required by section 316.0083(1)(b)3.b., Florida Statutes? Please enter your answer in dollars and cents (ex: $83,000.00)

$246,299.50

Q17. How much **red light camera revenue was retained by Lake Hamilton** between **July 1, 2024, through June 30, 2025**, as authorized by section 316.0083(1)(b)3.b., Florida Statutes? Please enter your answer in dollars and cents (ex: $75,000.00)

$105,038.17

Q18. How many **registration holds** did Lake Hamilton request as a result of red light camera violations during the reporting period of **July 1, 2024, through June 30, 2025**? If you do not know, please leave this field blank.

Q19. How does Lake Hamilton **submit traffic crash data** to the Florida Department of Highway Safety and Motor Vehicles?

- (●) All Electronically
- ( ) All Paper
- ( ) Both

Q20. Have **court cases** impacted Lake Hamilton's **red light camera program**?

- ( ) Yes
- (●) No

Q21. Please explain how court cases have impacted Lake Hamilton's red light camera program.

This question was not displayed to the respondent.

Q22. Please **rate** the following **factors by importance** when selecting which **intersections to install red light cameras** in Lake Hamilton.

	Very Important	Somewhat Important	Not Important	N/A

Traffic Citation Data	◉	○	○	○
Citizen Complaints	◉	○	○	○
Law Enforcement Officer Observations	◉	○	○	○
Traffic Volume	◉	○	○	○
Pedestrian Safety	◉	○	○	○
Traffic Crash Data	◉	○	○	○
Other	○	○	○	○

Q23. Please **describe the other factors used** when selecting which **intersections to install red light cameras** in Lake Hamilton.

This question was not displayed to the respondent.

Q24.
Were any **existing red light cameras relocated** within Lake Hamilton during the reporting period of **July 1, 2024, through June 30, 2025**?

- ○ Yes
- ◉ No

Q25. How many cameras were relocated?

This question was not displayed to the respondent.

Q26. Why were the cameras relocated?

This question was not displayed to the respondent.

Q27. What **factors** are used to determine the **success or failure of each camera location** within Lake Hamilton? Please select all that apply.

- ☑ Number of crashes
- ☑ Pedestrian safety
- ☐ Revenue
- ☐ Other, please specify

Q28. Who **reviews** the camera images **before Notices of Violation are issued** within Lake Hamilton? Please select all that apply.

- [x] Law Enforcement Officer
- [x] Non-sworn Government Employee
- [ ] Non-sworn Contractor Employee (Vendor)
- [ ] Other, please specify

Q29. Who **reviews contested Notices of Violation** within Lake Hamilton? Please select all that apply.

- [x] Law Enforcement Officer
- [x] Non-sworn Government Employee
- [ ] Non-sworn Contractor Employee (Vendor)
- [ ] Other, please specify

Q30. Who **issues Uniform Traffic Citations** in Lake Hamilton if **Notices of Violation are unpaid and uncontested**? Please select all that apply.

- [x] Law Enforcement Officer
- [ ] Non-sworn Government Employee
- [ ] Non-sworn Contractor Employee (Vendor)
- [ ] Other, please specify

Q31. Does Lake Hamilton **issue Notices of Violation** (based on red light camera detection) for **improper right turns on a red signal**?

- (●) Yes
- ( ) No

Q32. Please provide the following information regarding **Notices of Violation** issued for **improper right turns on a red signal** in Lake Hamilton during the reporting period of **July 1, 2024, through June 30, 2025**.

Total Notices of Violation Issued	3,252
Notices of Violation Paid	2,372
Notices of Violation Contested, but Pending Final Outcome	872
Notices of Violation Contested and Dismissed	1
Notices of Violation Contested and Upheld	0
Notices of Violation that Resulted in Uniform Traffic Citations Being Issued	0
Notice of Violation Pending Issuance as Uniform Traffic Citations	0

Q33. Section 316.0083(1)(a), Florida Statutes, provides that, "A notice of violation and a traffic citation may not be issued for failure to stop at a red light if the driver is making a right-hand turn in a **careful and prudent manner** at an intersection where right-hand turns are permissible."

Please provide the **definition used by Lake Hamilton when determining if a violation should be issued**.

We used F.S.S.

Q34. What **action(s)** has Lake Hamilton taken **to improve safety measures** as a result of your red light camera program? If Lake Hamilton has not taken an action which is listed, please select N/A.

	At intersections **with** red light cameras	At intersections **without** red light cameras	N/A
Education and Outreach	☐	☐	☑
Engineering, Roadway/Geometric	☐	☐	☑
Engineering, Signalization/Operations	☐	☐	☑
Increased other type of signage	☐	☐	☑

Increased red light camera-specific signage	☐	☐	☑
Lighting	☐	☐	☑
Re-striping	☐	☐	☑
Other	☐	☐	☑

Q35. Please describe any **other action(s)** that Lake Hamilton has taken **to improve safety measures** as a result of your red light camera program.

This question was not displayed to the respondent.

Q36. Has **red light camera footage** been used to **investigate other crimes or cases** not related to red light violations within Lake Hamilton?

- ○ Yes
- ◉ No

Q37. Please describe the **other situations in which red light cameras** have been used within Lake Hamilton. Select all that apply.

This question was not displayed to the respondent.

Q38. Has Lake Hamilton **conducted an independent red light camera analysis**?

- ○ Yes
- ◉ No

Q39. Is Lake Hamilton **continuing its red light camera program** in this fiscal reporting year, **July 1, 2025, through June 30, 2026**?

- ◉ Yes
- ○ No

Q40. Please provide any additional **specifications or clarifications for any of your responses** to this survey.

I answered yes to question #39 however, we might be terminating the program

Location Data

Location: (28.1131, -81.6241)

Source: GeoIP Estimation



6.A

Town of Lake Hamilton

Town Council

Agenda Summary Report

TO:

THROUGH:

FROM:

AGENDA ITEM: November 4,2025, Regular Council Meeting minutes

DATE: December 2, 2025

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):
November 4, 2025 Regular Council Meeting minutes.pdf

TOWN OF LAKE HAMILTON MINUTES
TOWN COUNCIL REGULAR MEETING
TUESDAY, NOVEMBER 4, 2025
6:00 PM

The Town Council of Lake Hamilton held a Town Council Regular Meeting on Tuesday, November 4, 2025, 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 Mathis.

PLEDGE TO ALLEGIANCE
Led by all.

ROLL CALL
Hall, Mathis, Roberson, and Demanche were present.

PROCLAMATION

Veterans Day Proclamation
Mayor Hall presented the proclamation for Veteran's day.

PRESENTATION

Presentation of the 2023-2024 Financial Statements, Mike Brynjulfson CPA
CPA Mike Brynulfson presented the 23-24 Financial Statements.

Presentation of the 2023-2024 Audit, Trisha Floyd - Ramos & Floyd CPAs
Trisha Floyd from Ramos & Floyd presented the 2023-2024 audit.
Motion made by Demanche and a second by Mathis to approve contract with Ramos & Floyd audit services.
A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche aye. **Motion passed 4-0.**

Cassel Development Conceptual plan presentation and Council discussion.
William Carson presented Cassel Development Conceptual plans to the council.

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.

October 14, 2025, Regular Council Meeting minutes
Motion made by Roberson and a second by Mathis to approve consent agenda
A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche abstain. **Motion passed 3-0.**

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

Chief of Police Votour commented.
Joshua Collier commented.
Elizabeth Cabrera commented.
Patrick Mazone commented.
Shery Brooks commented.
Cheryl Gidwazzi commented.
Leslie Sapp commented.
Max Gardner commented.
Ron Barauosces commented.

OLD BUSINESS

Continued from October 14, 2025 Regular Council Meeting - Consider approval and implementation of the Transportation Action Plan provided by Pennoni and Associates.

Community Development Director Ball presented.
Steve Elias with Pennoni commented.
Motion made by Roberson and a second by Mathis to approve implementation of the Transportation Action Plan provided by Pennoni and Associates.
A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche aye. **Motion passed 4-0.**

NEW BUSINESS

First Reading of Ordinance 2025-XX: An applicant-initiated amendment to the Future Land Use Map of the Town of Lake Hamilton specifically changing the Future Land Use designation for a parcel that totals approximately 8.28 acres, generally located along the south side of Main Street between 8th street and 7th street. (parcel 272817 -000000-022020) from Town Residential Lands 2.5 (RES 2.5) to Town Residential Lands 5 (RES 5).

Community Development Director Ball read item for the record.
AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA AMENDING THE FUTURE LAND USE CLASSIFICATION OF ONE PARCEL COMPRISING +/-8.28 ACRES (PARCEL IDENTIFICATION NUMBER: 272817-000000-022020), GENERALLY LOCATED ALONG THE SOUTH SIDE OF MAIN STREET BETWEEN 8TH STREET AND 7TH STREET, FROM TOWN RESIDENTIAL LANDS 2.5 (RL 2.5)TO RESIDENTIAL LANDS 5 (RL 5); TRANSMITTING SAID AMENDMENT TO FLORIDA COMMERCE FOR NOTIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. He presented the item and mentioned the item was recommended for denial from the planning commission.
Due to incompatibility due to surrounding area height and lot size for both items.
Alex Montreal owner and the developer presented item.
Mayor Hall opened the hearing for public comments.
Joshua collier commented.
Howard Cone commented.
Alex Montreal answered the question from public comments.
Ron Barawaskes commented.
Jessica Walter commented.
Howard Cone commented.
Kieth Pence commented.

Misael Ortega commented.
Alex Montreal answered questions from public comments.
Mayor Hall closed public hearing.
Council Discussion.
Motion made by Mathis and a second by Demanche to refer Denied the First Reading of Ordinance 2025-XX: An applicant-initiated amendment to the Future Land Use Map of the Town of Lake Hamilton specifically changing the Future Land Use designation for a parcel that totals approximately 8.28 acres, generally located along the south side of Main Street between 8th street and 7th street. (parcel 272817-000000-022020) from Town Residential Lands 2.5 (RES 2.5) to Town Residential Lands 5 (RES 5). Due to the planning commission recommendation of denial.
A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche aye. **Motion passed 4-0.**

First Reading of Ordinance O-25-XX An applicant-initiated amendment to the Official Zoning Map of the Town of Lake Hamilton specifically changing the zoning for a parcel of land approximately 8.28 acres, located on the south side of Main Street between 7th Street and 8th Street (parcel 272817-000000-022020) from Town Single-Family (R-2) to Town Planned Unit Development (PUD).

Community Development Director Ball read item for the record.
AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA AMENDING THE ZONING CLASSIFICATION OF ONE PARCEL COMPRISING +/-8.28 ACRES (PARCEL IDENTIFICATION NUMBER: 272817-000000-022020), GENERALLY LOCATED ALONG THE SOUTH SIDE OF MAIN STREET BETWEEN 8TH STREET AND 7TH STREET FROM TOWN R-2 (SINGLE FAMILY DWELLING DISTRICT) TO TOWN PUD, PLANNED UNIT DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
He presented the item and mentioned the item was recommended for denial from the planning commission.
Due to incompatibility due to surrounding area height and lot size for both items.
Alex Montreal owner and the developer presented item.
Mayor Hall opened the hearing for public comments.
Joshua collier commented.
Howard Cone commented.
Alex Montreal answered the question from public comments.
Ron Barawaskes commented.
Jessica Walter commented.
Howard Cone commented.
Kieth Pence commented.
Misael Ortega commented.
Alex Montreal answered questions from public comments.
Mayor Hall closed public hearing.
Council Discussion.
Motion made by Mathis and a second by Demanche to approve Denial of First Reading of Ordinance O-25-XX An applicant-initiated amendment to the Official Zoning Map of the Town of Lake Hamilton specifically changing the zoning for a parcel of land approximately 8.28 acres, located on the south side of Main Street between 7th Street and 8th Street (parcel 272817-000000-022020) from Town Single-Family (R- 2) to Town Planned Unit Development (PUD). Due to the planning commission recommendation of denial.
A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche aye. **Motion passed 4-0.**

First Reading of Ordinance 2025- xx Restricting the use of Shipping Containers in C-1 and C-2 Zoning Districts and Establishing Design Standards.

Community Development Director Ball read the item for the record.

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, PERTAINING TO DESIGN STANDARDS; AMENDING ARTICLE III, LAND USE OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE HAMILTON; DECLARING THIS ORDINANCE IS INTENDED TO SECURE AND PROMOTE THE PUBLIC HEALTH, SAFETY, WELFARE AND QUALITY OF LIFE OF THE PUBLIC; INCLUDING A STANDARD FOR RESTRICTING THE USE OF SHIPPING CONTAINERS IN C-1 AND C-2 ZONING DISTRICTS; ESTABHISHING DESIGN STANDARDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. Mayor Hall opened the hearing for public comments.

There were no public comments; Mayor Hall closed the hearing.

Council Discussed.

Motion made by Demanche and a second by Mathis to approve First Reading of Ordinance 2025-xx Restricting the use of Shipping Containers in C-1 and C-2 Zoning Districts and Establishing Design Standards.

A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche aye. **Motion passed 4-0.**

Consider Approval of Change Order #1 for Water Treatment Phase II Project awarded to TLC.

Public Works Director Henry presented.

Council discussed.

Motion made by Demanche and a second by Mathis to approve Consider Approval of Change Order #1 for Water Treatment Phase II Project awarded to TLC.

A roll call vote was taken. Hall aye, Mathis aye, Roberson nay, and Demanche aye. **Motion passed 3-1.**

Consider Approval for Contingency amount for future change orders for Phase II Water Treatment Project and Authorizing Town Administrator to execute future change orders.

Public Works Director Henry presented.

Council discussed commented.

Motion made by Mathis and a second by Demanche to approve Contingency amount for future change orders for Phase II Water Treatment Project and Authorizing Town Administrator to execute future change orders.

A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche aye. **Motion passed 4-0.**

Consider Grapple Truck 2 year Lease for Sanitation Department.

Public Works Director Henry presented.

Motion made by Mathis and a second by Demanche to approve Grapple Truck 2-year Lease for Sanitation Department in the amount of $49,500 for this year.

A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche aye. **Motion passed 4-0.**

Consider Purchase of a Van for Facilities Maintenance.

The item was tabled for the next month meeting.

Consider Parks and Recreation Advisory Board Recommendation to create a Golf Cart Parade in conjunction with the Tree Lighting Ceremony.

Town Administrator Sandoval presented.

The golf cart parade route has been updated due to the battery life of the golf carts.

Josh Collier commented.

Marisol Ortega commented.

Motion made by Mathis and a second by Demanche to approve Golf Cart Parade in conjunction with the Tree Lighting Ceremony on December 12, 2025.
A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche aye. **Motion passed 4-0.**

Consider Parks and Recreation Advisory Board motion designating and creation of Park Area on Sample Ave.
Town Administrator Sandoval presented.
Motion made by Mathis and a second by Demanche to approve the designation and creation of Park Area on Sample Ave.
A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche aye. **Motion passed 4-0.**

Council Direction for the Town Hall Parking Lot Expansion.
Town Administrator Sandoval presented.
Motion made by Mathis and a second by Demanche to authorize staff to have an engineer create a design concept plan and bring it back to Council.
A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche aye. **Motion passed 4-0.**

Council Direction on Downtown Improvements for Design.
Town Administrator Sandoval presented.
Motion made by Demanche and a second by Mathis to authorize staff to have an engineer and consultant create a concept plan, to bring back to the Council.
A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche aye. **Motion passed 4-0.**

Discussion and Direction from Council on the construction of a sidewalk along Detour Road from Kokomo Rd. to the Scenic Terrace development.
Town Administrator Sandoval presented.
The Council discussed.
Motion made by Demanche and a second by Mathis to approve construction of a sidewalk along Detour Road from Kokomo Rd. to the Scenic Terrace development.
A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche aye. **Motion passed 4-0.**

Vice Mayor Mathis request of renaming "Main Street".
Vice Mayor Mathis presented the item.
Marisol Ortega commented.
Mary Gardner commented.
The Council discussed.
Motion made by Demanche and a second by Mathis to approve Direct the Town Attorney to draft a resolution for the next Council meeting for the memorial marker on Main Street called Charlie Kirk.
A roll call vote was taken. Hall aye, Mathis aye, Roberson nay, and Demanche aye. **Motion passed 3-1.**

STAFF REPORTS

Town Administrator Sandoval - Submitted to Council the staff report. The Administrative Assistant and the Accountant positions have been filled. The Trunk or Treat and the 39 Mile Yard Sale were held this past weekend. Both events went well with no issues. This year was the first year the Town opened concessions for the 39 Mile Yard Sale
and people were pleased to see options for food and beverage. The Veteran's Day Ceremony is the next upcoming event, that will be held on November 8th at 10 am.
Staff is collecting nonperishable food items for the Lake Wales Care Center Holiday Food Drive. She asked to please help reach our goal by filling up the barrel and donate today. The barrel is located in Town Hall close to the entrance. Please let her know if you have any questions regarding events. Town

Offices and Facilities will be closed on November 11th in observance of Veterans Day, and on November 27th and 28th in observance of the Thanksgiving holiday and the day after. Staff will also be closing for an Employee Quarterly Staff Meeting on Friday, November 21st, from 12:00 PM to 1:30 PM. Staff have begun finishing up the previous fiscal year to submit that to the CPA. Staff is continuing the process to see if the Town can create a CRA. Community Redevelopment Area to help improve quality of life in Lake Hamilton. The new Town website has officially launched. Take a look at townoflakehamilton.com. Staff have begun collaborating on changes needed to the Town's Employee Handbook, once that process is completed, we will request a workshop with Council to go over those recommendations. The next project She will be working on is creating a Strategic Planning Workshop for Council where we can gauge Council interest on the Future of Lake Hamilton and what the vision looks like. She hopes that she can begin this process by early spring.
She also asked the Council to have a Special Meeting on November 24, 2025, at 4:00 pm.
The Council was all in consensus.

Finance Director Oaks presented to council the thanksgiving for staff.
Motion made by Roberson and a second by Demanche to approve to purchase a $40 gift card for food for staff.
A roll call vote was taken. Hall aye, Mathis aye, Roberson aye, and Demanche aye. **Motion passed 4-0.**

ADJOURNMENT

Mayor Hall Adjourned the meeting at 9:27 pm.

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).

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: November 24, 2025, Special Meeting minutes

DATE: December 2, 2025

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):
November 24, 2025 Special Meeting minutes.pdf

TOWN OF LAKE HAMILTON MINUTES
EMERGENCY SPECIAL MEETING
MONDAY, NOVEMBER 24, 2025
4:00 PM

The Town Council of Lake Hamilton held a Emergency Special Meeting on Monday, November 24, 2025, at 100 Smith Ave., Lake Hamilton, FL 33851.

CALL TO ORDER
Vice Mayor Mathis called the meeting to order at 4:00 pm.

INVOCATION
Led by Officer McGee.

PLEDGE OF ALLEGIANCE
Led by all.

ROLL CALL
Mathis, Roberson, and Demanche were present. Hall was absent.
Town Administrator Sandoval, Town Attorney Rollins, Town Clerk Borja, Public Works Director Henry, Community Development Director Ball, Finance Director Oaks and Police of Chief Votour.

SPECIAL MEETING BUSINESS

Resolution R-2025-28 FY 24-25 Budget Amendment
Town Administrator Sandoval presented.
The Council discussed.
Town Administrator read the Resolution for the record.
Motion made by Demanche and a second by Roberson to approve Resolution R-2025-28 FY 24-25 Budget Amendment.
A roll call vote was taken. Mathis aye, Roberson aye, and Demanche aye. **Motion passed 3-0.**
Town Attorney Rollins updated the Council on the foreclosure he is currently working on.

ADJOURNMENT
Vice Mayor Mathis adjourned the meeting at 4:09 pm.

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 ofthe 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. Persons 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).

ATTEST:

_____
Phyllis Hall, Mayor

_____
Jacqueline Borja, Town Clerk

_____
Brittney Sandoval, Town Administrator

6.C

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH:

FROM: Brittney Sandoval, Town Administrator

AGENDA ITEM: Consider January Regular Meeting Date Change from January 6, 2026, to January 13, 2026.

DATE: December 2, 2025

SUMMARY & RECOMMENDATION: Due to the holidays, staff is requesting Council consideration of changing the regular meeting date in January to the next Tuesday. The date is currently scheduled for January 6, 2026 and the requested date is January 13, 2026.

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

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: N/A

RECOMMENDATION:

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: Disposal Authorization Request for Police Ford Explorer.

DATE: December 2, 2025

SUMMARY & RECOMMENDATION: Requesting asset disposal of one 2017 Ford Explorer Police vehicle that is beyond economic repair, blown transmission.
Requesting to send to auction

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

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: Requesting to decommission a 2017 Ford Explorer that is beyond economic repair, blown transmission.
Requesting to send to auction

RECOMMENDATION:

ATTACHMENT(S):
20251201142350.pdf

TOWN OF LAKE HAMILTON

Submitted By_Chief Votour

Fixed Asset Disposal Authorization Form (D)

PROPERTY DESCRIPTION	PROPERTY #	SERIAL NUMBER	LOCATION	CONDITION CODE	REASON FOR DIDPOSAL CODE	VALUE	METHOD OF DISPOSAL CODE
2017 Ford Explorer	1	1FM5K8AR6HGD25696	Police Department	P	B	>$2,000.00	S
e							

Approved By Town Council (Date) _____

_____
Phyllis Hall, Mayor Signature Date

_____
Jacqueline Borja, Town Clerk Signature Date

CONDITION CODE	*REASON DOR DISPOSAL*	*METHOD OF DISPOSAL*
P – Poor E- Excellent F – Fair G- Good	B – Beyond economic repair S - Surplus O – Obsolete T - Theft R – Replaced by upgrade	C - Computer recycle S - Sold T - Trash TI - Trade-In D - Donated

6.E

Town of Lake Hamilton

Town Council
Agenda Summary Report

TO:

THROUGH:

FROM:

AGENDA ITEM: Planning Commission Applications

DATE: December 2, 2025

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):
20251201092239.pdf

TOWN OF LAKE HAMILTON
ADVISORY BOARD
APPLICATION

Select One Advisory Board: ☑

☑ *Planning and Zoning Board* ☐ *Charter Review Committee*

☐ *Zoning Adjustments & Appeals Board* ☐ *Parks & Recreation Advisory Board*

ONLY Lake Hamilton Residents shall be appointed to Town Advisory Boards.

Name: Billy Young *Email:* PHyllis@Aol.com

Physical Address: 818 W. Main Lk. Hamilton Fla.

Mailing Address: P.O. 253

Home Phone #: 863-412-4018 *Cell #:* 86-256-7389

Employer: Retired

Please answer the following Questions:

Are you a resident in the Town of Lake Hamilton? *Yes* ☑ *No* ☐

Are you currently a Homeowner ☑ *or Renter* ☐ *in the Town of Lake Hamilton?*

Are you a registered voter in the Town of Lake Hamilton? *Yes* ☑ *No* ☐

How long have you lived in Lake Hamilton? Years/Months: 8 years

Are you currently or have you ever served on any government Advisory Board? *Yes* ☐ *No* ☑

If yes, which government agency? _____

Are you currently employed by a government agency? *Yes* ☐ *No* ☑

If yes, which government agency? _____

Have you ever been convicted of a felony? *Yes* ☐ *No* ☑

If yes, please provide documentation of restoration of rights from the state clemency board.

Please note: *Per Florida Statutes 112.3145, any individual appointed to an advisory board within a municipality shall be required to submit a Disclosure of Financial Interest Statement, CE Form 1, annually to the Supervisor of Elections of Polk County on or before July 1st of each year.*

Applicant's Signature: Billy Young *Date:* Oct. 14-2025

When completed and filed with the Town Clerk's Office, this document is a public record under Chapter 119, Florida Statutes, and therefore is open to public inspection.

Return form to: Town Clerk's Office
Town Hall
100 Smith Avenue - P.O. Box 126
Lake Hamilton Florida, 33851

OFFICE USE ONLY

Mayor's recommendation for applicant to serve on selected advisory board? *Yes* ☐ *No* ☐

Adviory Board Appointment: _____ ☐ *Appointment* ☐ *Reappointment*

Date of Appointment: _____ ☐ *Primary* ☐ *Alternate*

Mayor's Signature _____ *Date* _____

TOWN OF LAKE HAMILTON
ADVISORY BOARD
APPLICATION

Select One Advisory Board: ☑

☒ *Planning and Zoning Board* ☐ *Charter Review Committee*
☐ *Zoning Adjustments & Appeals Board* ☐ *Parks & Recreation Advisory Board*

ONLY Lake Hamilton Residents shall be appointed to Town Advisory Boards.

Name: CHARLES STEVEN STRICKLAND *Email:* STEVESTRICKLAND50@GMAIL.COM
Physical Address: 221 CHURCH STREET South LAKE HAMILTON FL 33851
Mailing Address: 221 CHURCH STREET South HAINES CITY FL 33844
Home Phone #: 863-660-4332 *Cell #:* 863-660-4332
Employer: C-S WHOLESALE

Please answer the following Questions:

Are you a resident in the Town of Lake Hamilton?	*Yes* ☑ *No* ☐
Are you currently a Homeowner ☑ *or Renter* ☐ *in the Town of Lake Hamilton?*	
Are you a registered voter in the Town of Lake Hamilton?	*Yes* ☑ *No* ☐
How long have you lived in Lake Hamilton? Years/Months: 40 YEARS	
Are you currently or have you ever served on any government Advisory Board?	*Yes* ☐ *No* ☑
If yes, which government agency? _____	
Are you currently employed by a government agency?	*Yes* ☐ *No* ☑
If yes, which government agency? _____	
Have you ever been convicted of a felony?	*Yes* ☐ *No* ☑
If yes, please provide documentation of restoration of rights from the state clemency board.	

Please note: Per Florida Statutes 112.3145, any individual appointed to an advisory board within a municipality shall be required to submit a Disclosure of Financial Interest Statement, CE Form 1, annually to the Supervisor of Elections of Polk County on or before July 1st of each year.

Applicant's Signature: _____ *Date:* 11-17-2025

When completed and filed with the Town Clerk's Office, this document is a public record under Chapter 119, Florida Statutes, and therefore is open to public inspection.

Return form to: Town Clerk's Office
Town Hall
100 Smith Avenue - P.O. Box 126
Lake Hamilton Florida, 33851

OFFICE USE ONLY

Mayor's recommendation for applicant to serve on selected advisory board? *Yes* ☐ *No* ☐

Adviory Board Appointment: _____ ☐ *Appointment* ☐ *Reappointment*

Date of Appointment: _____ ☐ *Primary* ☐ *Alternate*

Mayor's Signature _____ *Date* _____

6.F

Town of Lake Hamilton

Town Council

Agenda Summary Report

TO:

THROUGH:

FROM:

AGENDA ITEM: Board of Adjustment application

DATE: December 2, 2025

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):
Board of Adjustment application (2).pdf

TOWN OF LAKE HAMILTON
ADVISORY BOARD
APPLICATION

Select One Advisory Board: ☑

☐ *Planning and Zoning Board* ☐ *Charter Review Committee*
☒ *Zoning Adjustments & Appeals Board* ☐ *Parks & Recreation Advisory Board*

ONLY Lake Hamilton Residents shall be appointed to Town Advisory Boards.

Name: ROSEMARIE DINARIKA *Email:* togetherweare better@yahoo.com
Physical Address: 3341 CHICORY CT HAINES CITY FL 33844
Mailing Address: SAME
Home Phone #: — *Cell #:* 773-251-7706
Employer: Retired

Please answer the following Questions:

Are you a resident in the Town of Lake Hamilton? *Yes* ☒ *No* ☐
Are you currently a Homeowner ☒ *or Renter* ☐ *in the Town of Lake Hamilton?*
Are you a registered voter in the Town of Lake Hamilton? *Yes* ☒ *No* ☐
How long have you lived in Lake Hamilton? Years/Months: 1yr 3mths
Are you currently or have you ever served on any government Advisory Board? *Yes* ☐ *No* ☒
If yes, which government agency? —
Are you currently employed by a government agency? *Yes* ☐ *No* ☒
If yes, which government agency? —
Have you ever been convicted of a felony? *Yes* ☐ *No* ☒
If yes, please provide documentation of restoration of rights from the state clemency board.

Please note: *Per Florida Statutes 112.3145, any individual appointed to an advisory board within a municipality shall be required to submit a Disclosure of Financial Interest Statement, CE Form 1, annually to the Supervisor of Elections of Polk County on or before July 1st of each year.*

Applicant's Signature: [signature] *Date:* 11-17-25

When completed and filed with the Town Clerk's Office, this document is a public record under Chapter 119, Florida Statutes, and therefore is open to public inspection.

Return form to: Town Clerk's Office
Town Hall
100 Smith Avenue - P.O. Box 126
Lake Hamilton Florida, 33851

OFFICE USE ONLY

Mayor's recommendation for applicant to serve on selected advisory board? *Yes* ☐ *No* ☐

Adviory Board Appointment: _____ ☐ *Appointment* ☐ *Reappointment*

Date of Appointment: _____ ☐ *Primary* ☐ *Alternate*

Mayor's Signature _____ *Date* _____

8.A

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Britney Sandoval, Town Administrator

FROM: Jeffrey Ball, AICP, Community Development Director

AGENDA ITEM: Council discussion for the White Clay Subdivision regarding proposed access to Kokomo Road. This is at the request of the developer, Cassidy Holdings LLC.

DATE: December 2, 2025

SUMMARY & RECOMMENDATION:

The developer (Cassidy Holdings LLC.) for the White Clay Subdivision is requesting three access points along Kokomo Rd. with three turn lanes and intersections. This portion of Kokomo Rd. is owned and maintained by the Town of Lake Hamilton. The Town will not receive any impact fees for the future maintenance of the turn lanes or impacts to the Town's roadways.

The proposed subdivision is solely within the limits of Haines City. The proposed subdivision will have 767 Single-family homes. See plan attached. While the proposed subdivision does show other accesses to Hughes Rd., White Clay Pit Rd. and the future Powerline Rd. extension, these roadways are not yet constructed nor is there a timeline for construction.

The CFRPC reviewed the traffic study and is attached. Staff's comment is included as an option for Council to consider.

Council may consider:

- Restricting all access to Kokomo Rd;
- Consider limiting the number of access points to Kokomo Rd.;
- Require a Developer's Agreement to establish a funding mechanism for maintenance of the turn lanes and a timeframe of when the other accesses are required based on the impacts to Kokomo Rd.;
- Postpone until the Town's Traffic Modeling Study/Action Plan is approved Town Council;
- Approve Phase 1 only with 266 single-family homes and prior to construction of Phase 2 the developer shall conduct an updated traffic study.

This item was discussed at the July 2, 2025 Council meeting. At that time, Council directed staff not to allow access to Kokomo Rd.

This item was discussed again at the September 2, 2025 Town Council meeting where Council directed staff work with the developer to provide additional property for the expansion of the water plant and to provide for the construction of sidewalks, lighting, and landscaping along Kokomo Rd. along the limits of the proposed subdivision.

Staff and the developer were unable to meet Council's direction.

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

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: The cost of maintaining the Town's roadways.

RECOMMENDATION:

ATTACHMENT(S):
White Clay Pit Supplemental Analysis comments CFRPC.pdf
Master Plan White Clay Subdivsion.pdf

August 8, 2025

Jeffrey Ball, AICP
Community Development Director
Town of Lake Hamilton
100 Smith Ave. PO Box 126
Lake Hamilton, Florida 33851

RE: White Clay Pit Subdivision

Mr. Ball:

Central Florida Regional Planning Council (CFRPC) staff have reviewed the White Clay Pit Subdivision Traffic Study Supplement (November 8, 2024) and associated documents. Based on this review, we provide the following comments:

Site Plan

The site plan provided considers the existence of roads that aren't funded for construction. The site plan also assumes access to those roads. Therefore, such roads and subsequent access can't be considered in the site plan. Similarly, any analysis that assumes this condition is not valid unless the developer commits to funding their construction.

Turn Lanes and Access

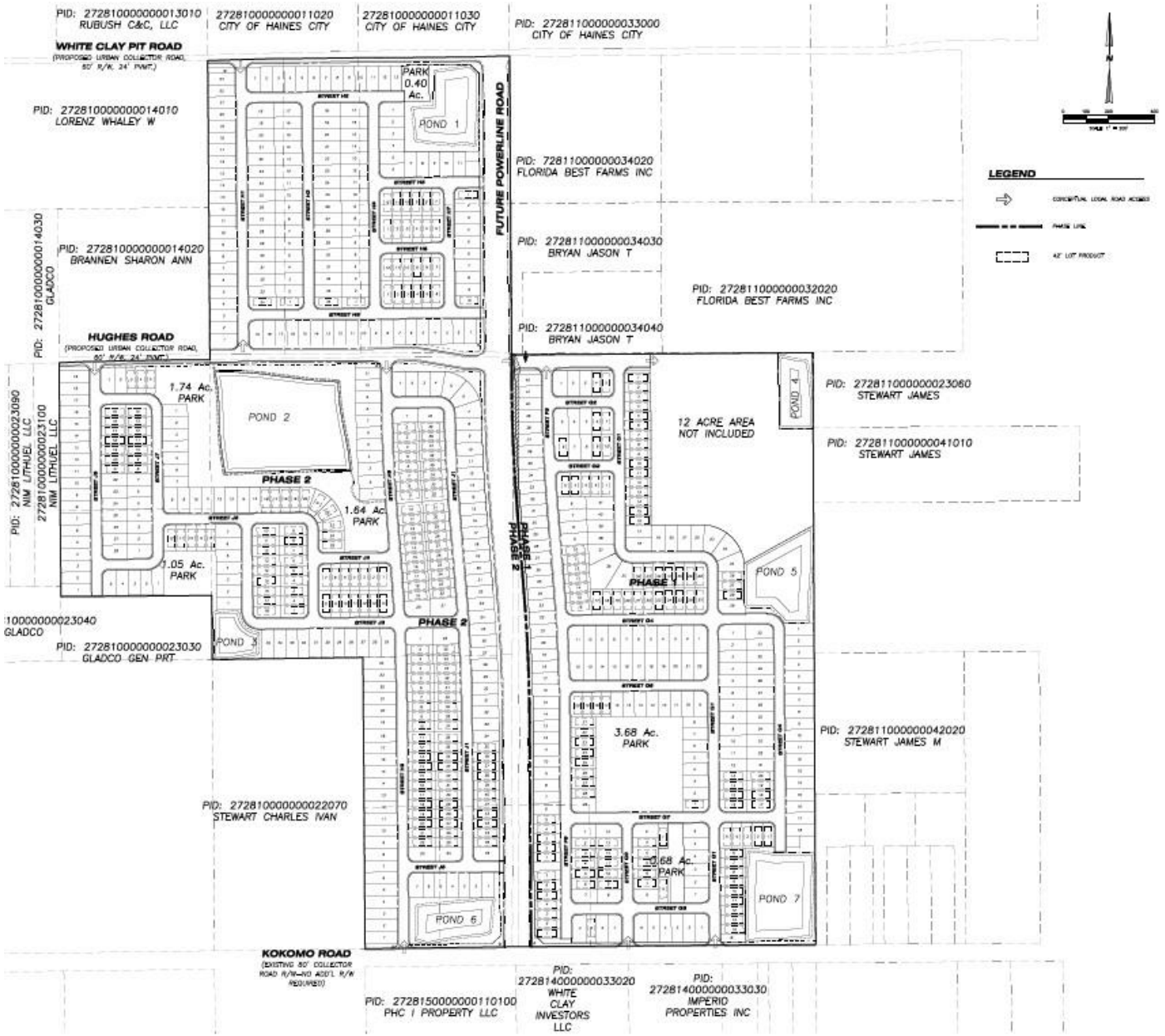
The reference to westbound to northbound left turn lanes into the development should say "right turn lanes" instead.

Staff recognize that the city has a concern with the number of site access points proposed on Kokomo Road. With no additionally funded roads that would provide alternative access, all development traffic would be channeled to Kokomo Road. Therefore, it is recommended that the City consider Phase 1 approval only, or some similar level of development with a single access point to Kokomo Road. Upon completion of the development and an agreed upon level of occupancy, supplemental data collection at the access driveway would need to be conducted to determine trip distribution and impact to the adjacent street system. Should the observed distribution of trips vary greatly from that provided by the previous analysis, a new traffic study would be required.

Sincerely,



Richard F. Ranck, PE
Program Manager


PID: 272810000000013010
RUBUSH C&C, LLC
272810000000011020
CITY OF HAINES CITY
272810000000011030
CITY OF HAINES CITY
PID: 272811000000033000
CITY OF HAINES CITY
WHITE CLAY PIT ROAD
(PROPOSED URBAN COLLECTOR ROAD, 80' R/W, 24' PVMT.)
PARK 0.40 Ac.
POND 1
PID: 272810000000014010
LORENZ WHALEY W
FUTURE POWERLINE ROAD
PID: 728110000000034020
FLORIDA BEST FARMS INC
PID: 272811000000034030
BRYAN JASON T
PID: 272811000000032020
FLORIDA BEST FARMS INC
PID: 272810000000014030
GLADCO
PID: 272810000000014020
BRANNEN SHARON ANN
HUGHES ROAD
(PROPOSED URBAN COLLECTOR ROAD, 80' R/W, 24' PVMT.)
PID: 272811000000034040
BRYAN JASON T
LEGEND
CONCEPTUAL LOCAL ROAD ACCESS
PHASE LINE
42' LOT PRODUCT
PID: 272810000000023090
NIM LITHUEL LLC
PID: 272810000000023100
NIM LITHUEL LLC
1.74 Ac. PARK
POND 2
PHASE 2
1.64 Ac. PARK
1.05 Ac. PARK
POND 3
PHASE 2
PHASE 1
12 ACRE AREA NOT INCLUDED
POND 4
PID: 272811000000023060
STEWART JAMES
PID: 272811000000041010
STEWART JAMES
PHASE 1
POND 5
10000000023040
GLADCO
PID: 272810000000023030
GLADCO GEN PRT
3.68 Ac. PARK
PID: 272811000000042020
STEWART JAMES M
PID: 272810000000022070
STEWART CHARLES IVAN
0.68 Ac. PARK
POND 7
POND 6
KOKOMO ROAD
(EXISTING 50' COLLECTOR ROAD R/W-NO ADD'L R/W REQUIRED)
PID: 272815000000110100
PHC I PROPERTY LLC
PID: 272814000000033020
WHITE CLAY INVESTORS LLC
PID: 272814000000033030
IMPERIO PROPERTIES INC

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Jeffrey Ball, AICP, Community Development Director

AGENDA ITEM: Second Reading and Adoption of Ordinance O-2025-12 Restricting the Use of Shipping Containers in C-1 and C-2 Zoning Districts and Establishing Design Standards.

First Reading was held on November 4, 2025.

DATE: December 2, 2025

SUMMARY & RECOMMENDATION:

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, PERTAINING TO DESIGN STANDARDS; AMENDING ARTICLE III, LAND USE OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE HAMILTON; DECLARING THIS ORDINANCE IS INTENDED TO SECURE AND PROMOTE THE PUBLIC HEALTH, SAFETY, WELFARE AND QUALITY OF LIFE OF THE PUBLIC; INCLUDING A STANDARD FOR RESTRICTING THE USE OF SHIPPING CONTAINERS IN C-1 AND C-2 ZONING DISTRICTS; ESTABLISHING DESIGN STANDARDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

The attachments include a clean version as well as an underlined version of the proposed changes. No wording is being removed.

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

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: Please see attached Business Impact Estimate.

RECOMMENDATION:

ATTACHMENT(S):
Business Impact Estimate- Shipping Containers.pdf
O-2025-12 Shipping Containers Ordinance.pdf

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.

Proposed ordinance's title/reference: Shipping Containers Ordinance O-2025-12

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 will establish design criteria for using shipping containers in commercial zoning districts. The proposed ordinance will also help regulate aesthetics for industrial looking structures in non-industrial zoning districts.

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.

   The proposed change will increase the cost if shipping containers are utilized. At this time, staff does not have an estimate as to that cost. It depends on the materials used. The current review fees will suffice and no added fees are anticipated.

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

   The change would only apply to new Building Permits and is too difficult to predict future demand.

4. Additional information the governing body deems useful (if any):
   [*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate.*

   N\A

ORDINANCE 0-2025-12

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, PERTAINING TO DESIGN STANDARDS; AMENDING ARTICLE III, LAND USE OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE HAMILTON; DECLARING THIS ORDINANCE IS INTENDED TO SECURE AND PROMOTE THE PUBLIC HEALTH, SAFETY, WELFARE AND QUALITY OF LIFE OF THE PUBLIC; INCLUDING A STANDARD FOR RESTRICTING THE USE OF SHIPPING CONTAINERS IN C-1 AND C-2 ZONING DISTRICTS; ESTABLISHING DESIGN STANDARDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Lake Hamilton has determined it necessary and desirable to revise and amend the regulations encompassed by the Land Development Code of the Town; and

WHEREAS, pursuant to Section 166.041(c)2 Florida Statutes, the Town Council has held two public hearings to amend the Land Development Code of the Town of Lake Hamilton; and

WHEREAS, the public hearings were advertised and held with due public notice to obtain public comment; and having considered all written and oral comments received during the public hearings the Town Council finds that the changes are necessary and appropriate to the needs of the Town.

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

The underlined language in "red" is the proposed changes and ~~strike through language~~ is being removed.

SECTION 1. AMENDMENT TO LAKE HAMILTON CODE OF ORDINANCES.

Chapter 16, Land Development Code, of the Code of Ordinances is amended as follows:

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.

(A) Prohibit the use of metal shipping containers unless a non-metal façade is used to cover the exterior. All roll-up doors shall not be visible from the public roadway.

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

(b) Special exception uses.

(1) Mobile home structures for temporary offices, not to exceed six months in any 18-month period.

(2) Tents and temporary buildings, not to exceed six months in any 18-month period.

(c) Prohibited uses.

(1) New single-family residence use.

(2) Adult entertainment establishments; also see section 18-1.

(3) Adult retail establishments (books, movies, etc.)

(4) Hazardous waste treatment, transfer, storage, etc.

(5) Landfill, scrap, junk, salvage yard, etc.

(6) Manufacture and/or storage of explosive and volatile materials

(d) Yard and building requirements and height limitations. See chart A-1 in section 16-103.

(Land Development Code 1995, § 2.02.06; Ord. No. 2014-03, § 1,

Sec. 16-109. C-2 Neighborhood Commercial District.

(a) Scope, purpose and permitted uses. This section applies to the C-2 neighborhood commercial district. The purpose of the C-2 district is to provide areas for development of land for all legal retail product sales and services normally located in a central business area. It is intended to include all uses expressly permitted, and those implied which are conducive to commercial center development, primarily to meet the local neighborhood shopping and personal service needs of the surrounding residential area, typically within a one-half mile radius, and to include multi-family residential in a mixed use with neighborhood commercial uses, but to exclude the normal industrial, warehousing, storage and such uses which do not blend with and add to the business activities of retailing of goods and services. Permitted principal uses are as provided in Table 16-103.1(A), table of land uses. Additional uses and standards are enumerated below.

(1) Grocery stores with each store limited to 22,000 square feet of total floor area. Up to ten percent of additional square footage may be approved by the town council during the site plan approval process.

(2) Retail/commercial stores for sale of merchandise, directly to the ultimate consumer only, with each use limited to 10,000 square feet of total floor area per establishment, and limited to the following: Hardware, bakery, dairy, meat market, bookstore, newsstand, florist, gift/card shop, sundries, tobacco products, furniture. antique stores, clothes and shoes, jewelry, arts and crafts, pet stores, and picture framing shop.

(3) Personal and business services with each use limited to 2,500 square feet of total floor area per establishment and limited to the following: travel agency, barbershop, beauty shop, shoe repair, postal facilities, consumer electronics repair and small appliance repair, tailoring and alterations, laundromat open not earlier than 7:00 a.m. and not later than 11:00 p.m., dry cleaning establishment for direct service to customers and with no on-site cleaning facilities, restaurants, and dog groomers.

(4) Mixed neighborhood commercial uses with residential at a density of up to 9.99 dwelling units per acre, located primarily on the upper floors of two- and three-story structures with ground floor neighborhood commercial stores and businesses.

(5) Pack and ship/print shop limited to 2,500 square feet of gross area per establishment.

(6) Offices such as the following, limited to 20,000 square feet per establishment: professional, business offices, medical or dental offices or clinics.

(7) Banks and financial institutions, including drive-through facilities, limited to 20,000 square feet per establishment.

(8) Indoor commercial recreation uses limited to martial arts, dance studios, and gyms. There shall be a maximum of 2,500 square feet of total floor area per establishment and no more than one per commercial center.

(9) Nursery school or child center subject to the following standards:

a. Building shall be located at least 25 feet from any R zoned lands and provide an adequate buffer of either a solid masonry wall or five-foot wide compact evergreen hedge not less than five feet in height.

b. At least one completely fenced and secure play lot shall be established, maintained. and used for children at play. The fence shall be not less than five feet in height.

c. Play lots located closer than 25 feet to the lot line shall be screened by an opaque fence or wall or compact evergreen hedge not less than five feet in height.

(10) Prohibit the use of metal shipping containers unless a non-metal façade is used to cover the exterior. All roll-up doors shall not be visible from the public roadway.

(b) Accessory uses permitted. Any use normally considered to be clearly incidental and secondary to the permitted use.
(c) Special exception uses. The board of zoning adjustment may permit as a special exception use after a public hearing:

(1) Any use which the building inspector determines and states in writing to be questionable as to whether or not it is permitted.
(2) Any church or church uses.

(d) Prohibited uses.

(1) Any use not specifically permitted.

(2) Any use which is primarily for storage or warehousing of goods or products for delivery to retailers.

(3) Any warehousing operation, either within a building or in open yards where the product stored is stored for a fee for others, or for delivery to retailers.

(4) All manufacturing, assembly or fabrication of parts. This includes commercial printing, except small offset or duplication operation employing not more than four persons; it

includes all enterprises designated as manufacturing by a Standard Industrial Classification (SIC) code number assigned by the U.S. Commerce Department.

(5) New single-family detached residential use.

(6) Adult entertainment establishments; also see section 18-1.

(7) Adult retail establishments (books, movies, etc.)

(8) Hazardous waste treatment, transfer, storage, etc.

(9) Landfill, scrap, junk, salvage yard, etc.

(10) Manufacture and/or storage of explosive and volatile materials

(11) Sales, display, or storage of used merchandise other than antiques.

(12) Sale and dispensing of automobile fuel.

(13) Medical marijuana dispensing facilities.

(e) Yard and building requirements and height limitations. See chart A-1 in section 16-103.

(f) Limitations of uses and structures.

(1) Except for automobile parking lots and play areas of day nurseries of public and private schools all activities of permitted uses, including sale, display, preparation, and storage, shall be conducted entirely within a completely enclosed building.

(2) Overhead doors or other openings larger than eight feet in width shall not be located on the front or immediate street side elevations of buildings. If oriented toward contiguous residentially zoned land said opening shall be screened with an appropriate buffer.

(g) Drive-through standards. Drive-through facility or use with drive-through service shall comply with the development standards of the zoning district and the general development standards and this section

(1) Restaurants and retail establishments, such as drug stores and pharmacies, shall provide not less than five stacking spaces at or behind the menu board.

(2) Financial institutions shall provide not less than three stacking spaces at or behind the pneumatic tube for the drive-through.

(3) Drive-through stacking lanes shall be delineated from other vehicular use areas by means of a landscaped divider median. Stacking lanes may include part of the drive aisles in a parking area.

(4) Drive-through lanes that obstruct the pathway between parking areas and entries into the building shall be designed with a pedestrian crossing that is delineated by landscaping, curbing, raised or decorative pavement, and signage.

(5) Where a drive-through lane intersects a public or private sidewalk, the sidewalk pavement shall be continued through the driveway to clearly delineate the pedestrian network. The maximum width of a driveway shall be 24 feet at the intersection of a public sidewalk.

(6) Hours of operation. When the drive-through facility abuts a residential use or neighborhood zoning district, drive-through services shall be prohibited between the hours of 12:00 a.m. and 6:00 a.m. weekdays and between 1:00 a.m. and 6:00 a.m. on Saturday and Sunday.

(7) Location. Drive-through facilities shall be located to take advantage of the first available alternative in the following prioritized list:

a. Interior side or rear yard when the either yard abuts a nonresidential use;

b. Street side yard when the interior side and rear yard abut an existing residential use or a neighborhood zoning district, or when abutting a nonresidential use, the interior side and rear yard are impractical due to the lot's physical constraints or concerns regarding vehicle and pedestrian safety.

(8) Lighting shall be shielded to prevent spillover into adjacent or abutting residential uses.

(h) Parking and vehicular access. Applicants for new developments or significant redevelopment of site(s) may examine the feasibility of using shared parking arrangements. The town council may approve a shared parking plan for a mixed use or strip center development project.

(1) Shared parking arrangements may be considered when the number of parking spaces requested by the developer/applicant is more than ten percent higher or more than ten spaces higher than the minimum number of parking spaces required by section 16-72, for a site or use, whichever is greater.
(2) The minimum number of parking spaces for a mixed-use or strip center development or where shared parking strategies are proposed shall be determined by a study prepared by the applicant following the procedures of the Urban Land Institute Shared Parking Report. ITE Shared Parking Guidelines, or other approved procedures. A formal parking study may be waived for small developments where there is established experience with the land use mix and its impact is expected to be minimal.
(3) To minimize the number of driveway access points accessible to the highway, shared vehicular access between adjacent and abutting properties must be provided where feasible.

(i) Landscaping. Landscape plans shall comply with section 16-335 of the Land Development Code.

(j) Blank walls. To create visual interest for pedestrians, safety, and more compelling commercial spaces to encourage business, windows are required at the street level in neighborhood commercial zones. Blank walls, walls without items such as windows or doors or other similar features, cannot exceed 20 feet in width.

(Land Development Code 1995, § 2.02.07; Ord. No. 2014-03, § 1, 7-1-2014;

INTRODUCED AND PASSED on first reading at the Regular meeting of the Town Council of Lake Hamilton, Florida held this 4th day of November 2025.

PASSED AND ADOPTED on second reading at the Regular meeting of the Town Council of Lake Hamilton, Florida, held this 2nd day of December 2025.

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		

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH:

FROM: Anthony Sabatini, Town Attorney

AGENDA ITEM: Resolution R-2025-XX Designation of Main Street name change for Memorial Marker named Charlie Kirk.

DATE: December 2, 2025

SUMMARY & RECOMMENDATION: -

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

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: Cost of signage and installation and the Council would have to motioned to direct staff from what contingency fund to use.

RECOMMENDATION:

ATTACHMENT(S):
Resolution; Designation of Main Street.pdf

RESOLUTION R-2025-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, PROVIDING AN HONORARY DESIGNATION OF "CHARLIE KIRK WAY" FOR MAIN STREET IN DOWNTOWN LAKE HAMILTON; RECOGNIZING THE CONTRIBUTIONS OF CHARLIE KIRK; PROVIDING DIRECTION TO TOWN STAFF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Hamilton desires to honor individuals who have made significant contributions to civic engagement, public discourse, educational initiatives, and the advancement of American principles and values; and

WHEREAS, Charlie Kirk has gained national recognition as an author, speaker, and advocate for constitutional principles, civic participation, and youth engagement, contributing to a renewed interest in public affairs among younger generations; and

WHEREAS, the Town Council finds that an honorary designation will serve as a symbolic recognition of civic involvement and educational outreach, without altering the legal name, mailing address, or public records associated with Main Street; and

WHEREAS, honorary roadway designations are a longstanding tradition among Florida municipalities and have been used to recognize distinguished community members, educators, public servants, and individuals of national prominence; and

WHEREAS, the Town Council of Lake Hamilton desires to recognize and commemorate these contributions through a formal honorary designation.

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

SECTION 1.
The foregoing recitals are approved and incorporated herein as findings of the Town Council.

SECTION 2.
Main Street located within the downtown area of the Town of Lake Hamilton is hereby **designated honorarily as "Charlie Kirk Way."** This designation is honorary in nature and shall not affect any legal addressing, postal records, or emergency services designation.

SECTION 3.
Town staff is directed to coordinate the placement of appropriate honorary signage along Main Street and to provide public notice of the designation through customary municipal channels.

SECTION 4.
This Resolution shall take effect immediately upon its adoption.

Council Member _____ made the motion to approve the Resolution, and Council Member _____ seconded the motion, and having been put to a vote, the vote was as follows:

PASSED AND ADOPTED by the Town Council of the Town of Lake Hamilton Florida on this _____ day of _____, 2025.

_____ _____
Jaqueline Borja, Town Clerk Phyllis Hall, Mayor

ATTEST:

_____

Town Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Anthony Sabatini, City Attorney

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: Continued from the November 4, 2025, Regular Council Meeting - Consider Purchase of a Van for Facilities Maintenance.

DATE: December 2, 2025

SUMMARY & RECOMMENDATION: Update: Purchasing a pre-owned 2025 Ram Pro master 3500. After receiving multiple quotes regarding the vans staff has found that this purchase would be the best deal. This vehicle has a small ding from hail but that is the only issue, and it has never actually been previously owned. The other vans are not outfitted. This van is already outfitted for our needs, so this is the most feasible choice. $43,644.00

Public Works is seeking approval from council to purchase a van in place of a truck (budgeted FY25/26). Council approved a truck through the budget process for purchase, but after further review we would like to purchase a van in lieu of a pickup truck for facilities maintenance at the same or lower cost of approved truck and put the current facilities truck into the field for the Public Works crew. The current truck is only a year old so there are zero issues with this vehicle.

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

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: The cost of the purchase of the van is $43,644.00. G/L 001-541-064

RECOMMENDATION:

ATTACHMENT(S):
Promaster_No_Shelves_Installed.pdf
City_of_Lake_Hamilton_Worksheet_R1C_0350_PDF.pdf
Promaster_With_Shelves.pdf
Mid_Roof_Transit_Lake_Hamilton.pdf

POSNER PARK

Date: **11/20/2025**
Salesperson: **ALEC MAHALAK**
Manager:
Customer ID: **267357**

FOR INTERNAL USE ONLY

CUSTOMER

MATTHEW JONES

Home Phone:

Address: ,

Work Phone:

E-Mail: **NONE**

Cell Phone: **(689) 325-8477**

VEHICLE

Stock #: **RE128025** New / Used: **New** VIN: **3C6LRVCG1RE128025** Mileage: **10**

Vehicle: **2024 RAM PROMASTER** Color: **BRT WHT CC**

Type: **2500 HIGH ROOF 136"**

TRADE IN

Payoff: VIN: Mileage:

Vehicle: Color:

Type:

Retail Payments	***Estimated***
Cash Down	

MSRP	54,775
Total Savings	5,000
Adjusted Price	49,775
Doc Fee	788
Non Tax Fees	324
Net Price	50,887
Balance	50,887

***A.P.R. Subject to equity and credit requirements**

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

October 20, 2025

City of Lake Hamilton
Patrick Henry

	DESCRIPTION		
R1C	2025 Transit T250 Mid Roof Cargo RWD		
998	3.5L V6 Engine		
44U	Electronic 10- Speed Automatic Transmission		
101A	XL Equipment Package		
X73	3.73 Non-Limited Slip Axle		
15F	Rear Compartment Lighting		
16E	Vinyl Floor Covering		
17A	Fixed Rear Cargo Door Glass		
18P	253 Degree Door Opening		
43R	Reverse Sensing System		
86F	2 Additional Keys		
90D	Power Outlet 110V/400W		
92E	Privacy Glass		
	Factory Invoice		$51,851.25
	Government Price Concession Discount		$1,350.00
	4.35% Contract Discount		$2,196.80
	4 Amber Corner LED's, Interior Bin Package 3 Shelving Units - 52" W x 60" H x 14" D, Partition Behind Driver and Passenger Seat with Door, Deep Window Tint, Bartow Ford Custom Installation		$6,880.00
	Yellow COUNTY Tag		$138.95
			$0.00
	TOTAL PURCHASE AMOUNT PER UNIT		**$55,323.40**

Pricing in accordance with the Charlotte County Contract # 20250009

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Jacob Kendrick
Commercial Fleet Sales
Direct Line (863) 640-1918
Fax (863) 533-8485

POSNER PARK

Date: **11/20/2025**
Salesperson: **ALEC MAHALAK**
Manager:
Customer ID: **267357**

FOR INTERNAL USE ONLY

CUSTOMER

MATTHEW JONES Home Phone:

Address: , Work Phone:

E-Mail: **NONE** Cell Phone: **(689) 325-8477**

VEHICLE

Stock #: **F554165** New / Used: **Used** VIN: **3C6MRVSG5SE554165** Mileage: **1**

Vehicle: **2025 RAM PROMASTER CARGO** Color: **BRIGHT WHITE CLEA**

Type: **TRADESMAN 3500 SUPER HIGH ROOF EXT...**

TRADE IN

Payoff: VIN: Mileage:

Vehicle: Color:

Type:

Retail Payments	***Estimated***
Cash Down	

MSRP	42,540
Adjusted Price	42,540
Doc Fee	788
Non Tax Fees	316
Net Price	43,644
Balance	43,644

***A.P.R. Subject to equity and credit requirements**

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

FD KAN-001199 FL 9-NORMAL,NB,201199,SH182 9879 120250826 BLEND 7898 ULC CERT CERT CERT U TRD W RAMP BUMP CAMP BOOK EXFL ROTA BATT 031362 1337/3869 1FTBR1C82 SKB22193 NB FEPL

ford.com

VEHICLE DESCRIPTION

TRANSIT

SK B22193

2025 250 MR CARGO RWD
148" WHEELBASE
3.5L PFDI V6 (GAS)
10-SPEED TRANSMISSION

EXTERIOR
OXFORD WHITE
INTERIOR
DARK PALAZZO GRAY VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- AUXILIARY FUEL PORT
- BODY SIDE MOLDINGS - BLACK
- BUMPERS - CARBON BLACK
- FULL SIZE SPARE TIRE/WHEEL
- HEADLAMP COURTESY DELAY
- WIPERS - RAIN-SENSING

INTERIOR
- AIR CONDITIONING
- ASSIST HANDLES - A-PILLAR
- CENTER CONSOLE
- INTERIOR LIGHTING - LED
- LOCKING GLOVE BOX
- POWERPOINT - 12V (FRONT)
- STEERING - TILT/TELESCOPIC
- TACHOMETER

FUNCTIONAL
- AUTO HIGH-BEAM HEADLAMPS
- ELECTRONIC PWR ASST STEER
- FORWARD COLLISION WARNING
- HILL START ASSIST
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REAR VIEW CAMERA W/ TRAILER HITCH ASSIST
- SELECTABLE DRIVE MODES
- SIDE-WIND STABILIZATION

SAFETY/SECURITY
- 3 POINT SAFETY BELTS
- ADVANCETRAC™ WITH RSC®
- AIRBAGS ⊠ FRONT, SIDE AND SAFETY CANOPY® SYSTEM
- BRAKES - 4WHEEL DISC W/ABS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE	(MSRP)
OPTIONAL EQUIPMENT/OTHER	
~~PREFERRED EQUIPMENT PKG.101A~~	
3.73 NON-LIMITED SLIP AXLE	NO CHARGE
REAR COMPARTMENT LIGHTING	75.00
FRONT LICENSE PLATE BRACKET	NO CHARGE
9150# GVWR PACKAGE	NO CHARGE
50 STATE EMISSIONS	NO CHARGE
REVERSE SENSING SYSTEM	295.00
EMBEDDED MODEM DELETE	- 75.00
2 ADDITIONAL KEYS	75.00
LOAD AREA PROTECTION PKG	485.00
.VINYL F/R FLOOR COVERING	
E-85 FLEX FUEL CAPABLE	NO CHARGE

PRICE INFORMATION	(MSRP)
BASE PRICE	$50,800.00
TOTAL OPTIONS/OTHER	855.00
TOTAL VEHICLE & OPTIONS/OTHER	51,655.00
DESTINATION & DELIVERY	2,095.00

RAMP ONE: CS14
RAMP TWO:
CONVOY
ITEM #: 24-102X O/T 2

TOTAL MSRP $53,750.00

Scan The QR Code to get more details about this vehicle

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

SH182 N RB 2X 535 001199 08 18 25

California Air Resources Board

Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with **higher ratings**:

Greenhouse Gas Rating (tailpipe only)

C

A+ — D

Cleaner

Smog Rating (tailpipe only)

A

A+ — D

Cleaner

Using alternative fuels may change scores.

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.

CALIFORNIA AIR RESOURCES BOARD

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score **Not Rated**

Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver	★★★★
	Passenger	★★

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat	**Not Rated**
	Rear seat	**Not Rated**

Based on the risk of injury in a side impact.

Rollover **Not Rated**

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

1FTBR1C82SKB22193

FordPass Connect™

Download the FordPass™ app* and you can:

Access Vehicle Control Features
- Remotely start, lock and unlock your vehicle.
- Locate your vehicle and check approximate fuel range.
- Receive vehicle health alerts.

Activate 4G LTE Wi-Fi Hotspot
- New vehicles include a 3-month or 3GB data (whichever comes first) Wi-Fi trial.
- Connect up to ten Wi-Fi-equipped devices.

*Compatible with select smartphones. FordPass Connect™ service plans and fees. For more information, see FordPass.com. Connected services require activation, a compatible smartphone, and a connected vehicle. Not available in all areas. Connected services and features, and AT&T network availability and coverage, may change. Message and data rates may apply. See your retail website for our privacy policy.

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.

Ford Protect®

Insist on Ford Protect. The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

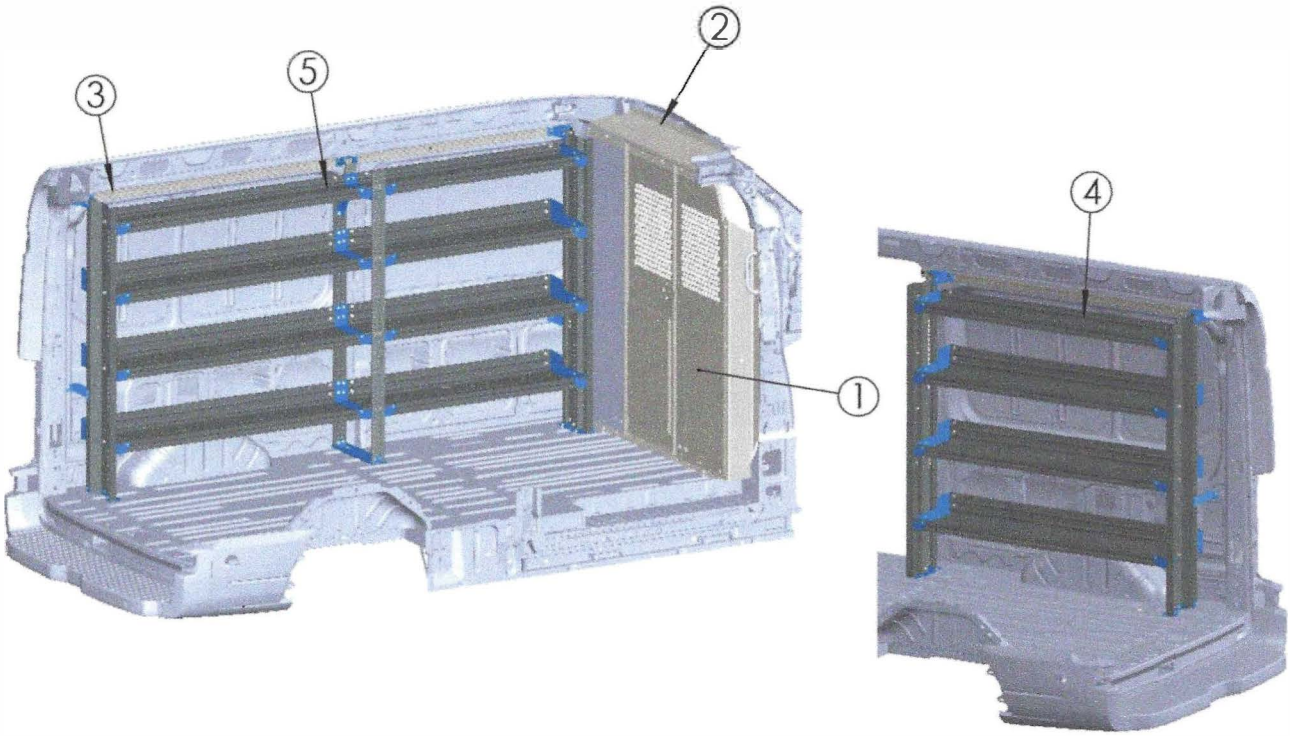
WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

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Get Prequalified now at www.ford.com/finance

1202508267898

Base Shelving Package, Transit Mid Roof 148 - BASE-FT-MR148



Parts list

Line Item	Description	Part Number	Quantity
1	Partition Panel Kit, (1) Solid Panel, (2) Visibility Panels	S1M2C2PM	x1
2	Steel Partition Mounting Kit	WKC1FDTM2	x1
3	Mounting Rail Kit, Driver & Passenger Side	ARKFTM148	x1
4	4-Shelf Unit, 14x60	AS-2T1460FTMA	x1
5	4-Shelf Unit, 14x108 (R60/F48)	AS-2T14108FTMA	x1

ADVANCED WORK VANS

Cargo Management Solutions for Commercial Vehicles

QUOTE # **118043**

Date: 10/14/2025
Expiration Date: 11/25/2025
Revision: 1

INVOICING
Jarrett Gordon Ford - Davenport
2600 Access Rd Nw
Davenport, FL, 33897

SHIP TO
Advanced Work Vans - Lakeland
1839 S. County Line Rd
Plant City, FL, 33566

Customer: Jarrett Gordon Ford - Davenport
P.O. / Reference: N/A
Contact: Wayne Aeschliman
Phone #: N/A
Email: N/A

Vehicle: FORD Transit
Year: 2026
WB / CA: HR 148" WB
VIN: NEEDVIN

QTY	PART	DESCRIPTION	UNIT PRICE	AMOUNT
PARTITION				
1.00	S1M2HC2PM	Steel Partition Kit w/ Visibility & Hinged Door, Gray, Multiple Vehicles	$834.60	$834.60
1.00	WKC1FDTH2	Steel Partition Mounting Kit, No-Drill, Gray, E-Transit, High Roof, Transit	$332.60	$332.60
			Subtotal	$1,167.20
NEXTGEN SHELVING				
1.00	AS-2T1460FTHA	5-Shelf Unit, Ford Transit High Roof, 60"w x 68"h x 14"d, Blue, Gray	$973.29	$973.29
1.00	ARKFTM148	Mounting Rail Kit, Ford Transit MR 148"WB, Gray	$298.58	$298.58
1.00	AS-2T14102FTHA	5-Shelf Unit, Ford Transit High Roof, 102"w x 68"h x 14"d, Blue, Gray	$1,668.94	$1,668.94
			Subtotal	$2,940.81
LABOR				
4.00	Labor	Labor	$130.00	$520.00
			Subtotal	$520.00

QTY	PART	DESCRIPTION	UNIT PRICE	AMOUNT
			Subtotal	$4,628.01
			Tax Total	$0.00
			TOTAL	$4,628.01

Note(s)

Terms: 30 Net

Please fill out information below:

ACCEPTED BY (PRINT)

SIGNATURE

DATE

REFERENCE (P/O) #

DATE

Order Type: Retail Quote
Salesperson: Michael Hayes
Quoted By: Michael Hayes

JARRETT GORDON Ford
I-4 & 27
Davenport, FL

Purchase Agreement

Wayne Aeschliman
Jarrett Gordon Ford Davenport
2600 Access RD NW
Davenport, FL 33897

Buyer	Co-Buyer	Vehicle
Town Of Lake Hamilton Mathew Jones 100 Smith Ave Lake Hamilton, FL 33851 C: (689) 325-8477 mjones@townoflakehamilton.com		2025 Ford Transit Cargo Van Base VIN: 1FTBR1C82SKB22193 Stock #: 48926 Mileage: 12 Color: Oxford White

Purchase Details	
Retail Price:	$53,750.00
Sales Price:	$51,226.00
Savings:	$2,524.00
Accessories:*	$4,628.00
Service Contract:	$0.00
GAP:	$0.00
Government Fees:	$370.50
Doc Fees:	$799.00
Total Taxes:	$0.00
Total Sales Price:	$57,023.50
Trade Allowance:	$0.00
Trade Payoff:	$0.00
Trade Equity:	$0.00
Rebate:	$3,000.00
Cash Down:	$0.00
Cash Price:	$54,023.50

x _____
Customer Signature

_____
Date

x Wayne Aeschliman
Manager Signature

10/15/2025
Date

* **Accessories:** ADRIAN STEEL BIN PKG: $4,628.00

Disclaimer:

Printed 10/15/25 8:44 AM

*Interest rates are based on the stores average APR. True APR is determined by personal credit and approval by lending institution. Current APR exposed is for general payment purpose only and in no way means you are approved.

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO:

THROUGH:

FROM:

AGENDA ITEM: Seat 3 Vacancy Applications Review

DATE: December 2, 2025

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):
20251125170903.pdf
20251125170845.pdf
20251125170818.pdf
20251125170758.pdf
20251125170727.pdf

TOWN OF LAKE HAMILTON
TOWN COUNCIL MEMBER - SEAT 3
APPLICATION

ONLY Lake Hamilton Residents shall be appointed to Town Council.

Name: Joshua Collier ***Email:*** Collier_JA@yahoo.com
Physical Address: 505 W. Main St, Lake Hamilton, FL 33851
Mailing Address: P.O. Box 1021, Lake Hamilton, FL 33851-1021
Home Phone #: 407-535-0118 ***Cell #:*** 407 535 0118
Employer: Happy Days Enterprises II

Please answer the following Questions:

Are you a resident in the Town of Lake Hamilton? ***Yes*** ☒ ***No*** ☐
Are you currently a Homeowner ☒ ***or Renter*** ☐ ***in the Town of Lake Hamilton?***
Are you a registered voter in the Town of Lake Hamilton? ***Yes*** ☒ ***No*** ☐
How long have you lived in Lake Hamilton? Years/Months: 4yrs / 2 mo
Are you currently or have you ever served on any government Advisory Board? ***Yes*** ☐ ***No*** ☒
If yes, which government agency? N/A
Are you currently employed by a government agency? ***Yes*** ☐ ***No*** ☒
If yes, which government agency? N/A
Have you ever been convicted of a felony? ***Yes*** ☐ ***No*** ☒
If yes, please provide documentation of restoration of rights from the state clemency board.

Please note: *Per Florida Statutes 112.3145, any individual appointed to the Town Council within a municipality shall be required to submit a Disclosure of Financial Interest Statement, CE Form 1, annually to the Supervisor of Elections of Polk County on or before July 1st of each year.*

Applicant's Signature: Joshua Collier ***Date:*** 11/10/2025

When completed and filed with the Town Clerk's Office, this document is a public record under Chapter 119, Florida Statutes, and therefore is open to public inspection.

Return form to: Town Clerk's Office
Town Hall
100 Smith Avenue - P.O. Box 126
Lake Hamilton Florida, 33851

OFFICE USE ONLY

Mayor's recommendation for applicant to serve on selected Town Council? ***Yes*** ☐ ***No*** ☐

Town Council Appointment: _____ ☐ ***Appointment***

Date of Appointment: _____ ☐ ***Primary*** ☐ ***Alternate***

Mayor's Signature _____ ***Date*** _____

10/2025

TOWN OF LAKE HAMILTON
TOWN COUNCIL MEMBER - SEAT 3
APPLICATION

ONLY Lake Hamilton Residents shall be appointed to Town Council.

Name: Marisol Ortega ***Email:*** ortegamarisol1818@gmail.com
Physical Address: 527 W. Chicago Avenue Lake Hamilton, FL 33851
Mailing Address: P.O. Box 1035, Lake Hamilton, FL 33851
Home Phone #: _____ ***Cell #:*** 863 440 1780
Employer: Travelers Insurance

Please answer the following Questions:

Are you a resident in the Town of Lake Hamilton? ***Yes*** ☑ ***No*** ☐
Are you currently a Homeowner ☑ ***or Renter*** ☐ ***in the Town of Lake Hamilton?***
Are you a registered voter in the Town of Lake Hamilton? ***Yes*** ☑ ***No*** ☐
How long have you lived in Lake Hamilton? Years/Months: 22 | 9 months.
Are you currently or have you ever served on any government Advisory Board? ***Yes*** ☑ ***No*** ☐
If yes, which government agency? Parks & Recreation & Board of Adjustments.
Are you currently employed by a government agency? ***Yes*** ☐ ***No*** ☑
If yes, which government agency? _____
Have you ever been convicted of a felony? ***Yes*** ☐ ***No*** ☑
If yes, please provide documentation of restoration of rights from the state clemency board.

Please note: *Per Florida Statutes 112.3145, any individual appointed to the Town Council within a municipality shall be required to submit a Disclosure of Financial Interest Statement, CE Form 1, annually to the Supervisor of Elections of Polk County on or before July 1st of each year.*

Applicant's Signature: Marisol Ortega ***Date:*** 10/16/2025

When completed and filed with the Town Clerk's Office, this document is a public record under Chapter 119, Florida Statutes, and therefore is open to public inspection.

Return form to: Town Clerk's Office
Town Hall
100 Smith Avenue - P.O. Box 126
Lake Hamilton Florida, 33851

OFFICE USE ONLY

Mayor's recommendation for applicant to serve on selected Town Council? ***Yes*** ☐ ***No*** ☐

Town Council Appointment: _____ ☐ ***Appointment***

Date of Appointment: _____ ☐ ***Primary*** ☐ ***Alternate***

Mayor's Signature _____ ***Date*** _____

10/2025

TOWN OF LAKE HAMILTON
TOWN COUNCIL MEMBER - SEAT 3
APPLICATION

ONLY Lake Hamilton Residents shall be appointed to Town Council.

Name: Billy Young ***Email:*** phyllis363@aol.com
Physical Address: 818 W Main St.
Mailing Address: Po Box 253
Home Phone #: 863-256-7389 ***Cell #:*** same
Employer: Retired

Please answer the following Questions:

Are you a resident in the Town of Lake Hamilton? ***Yes*** ☑ ***No*** ☐
Are you currently a Homeowner ☑ ***or Renter*** ☐ ***in the Town of Lake Hamilton?***
Are you a registered voter in the Town of Lake Hamilton? ***Yes*** ☑ ***No*** ☐
How long have you lived in Lake Hamilton? Years/Months: 7 yrs
Are you currently or have you ever served on any government Advisory Board? ***Yes*** ☑ ***No*** ☐
If yes, which government agency? Parks + Rec.
Are you currently employed by a government agency? ***Yes*** ☐ ***No*** ☑
If yes, which government agency? _____
Have you ever been convicted of a felony? ***Yes*** ☐ ***No*** ☑
If yes, please provide documentation of restoration of rights from the state clemency board.

Please note: *Per Florida Statutes 112.3145, any individual appointed to the Town Council within a municipality shall be required to submit a Disclosure of Financial Interest Statement, CE Form 1, annually to the Supervisor of Elections of Polk County on or before July 1st of each year.*

Applicant's Signature: _____ ***Date:*** _____

When completed and filed with the Town Clerk's Office, this document is a public record under Chapter 119, Florida Statutes, and therefore is open to public inspection.

Return form to: Town Clerk's Office
Town Hall
100 Smith Avenue - P.O. Box 126
Lake Hamilton Florida, 33851

OFFICE USE ONLY

Mayor's recommendation for applicant to serve on selected Town Council? ***Yes*** ☐ ***No*** ☐

Town Council Appointment: _____ ☐ ***Appointment***

Date of Appointment: _____ ☐ ***Primary*** ☐ ***Alternate***

Mayor's Signature _____ ***Date*** _____

10/2025

TOWN OF LAKE HAMILTON
TOWN COUNCIL MEMBER - SEAT 3
APPLICATION

ONLY Lake Hamilton Residents shall be appointed to Town Council.

Name: Randi B. Colemme ***Email:*** truespirit5@hotmail.com
Physical Address: 132 8th Street Lake Hamilton FL 33851
Mailing Address: PO Box 205 Lake Hamilton FL 33851
Home Phone #: _____ ***Cell #:*** 863-307-7017
Employer: Ryan Homes/NVR

Please answer the following Questions:

Are you a resident in the Town of Lake Hamilton? ***Yes*** ☑ ***No*** ☐
Are you currently a Homeowner ☑ ***or Renter*** ☐ ***in the Town of Lake Hamilton?***
Are you a registered voter in the Town of Lake Hamilton? ***Yes*** ☑ ***No*** ☐
How long have you lived in Lake Hamilton? Years/Months: 13 YS 1 MTH
Are you currently or have you ever served on any government Advisory Board? ***Yes*** ☑ ***No*** ☐
If yes, which government agency? Zoning + Planning Council
Are you currently employed by a government agency? ***Yes*** ☐ ***No*** ☑
If yes, which government agency? NO
Have you ever been convicted of a felony? ***Yes*** ☐ ***No*** ☑
If yes, please provide documentation of restoration of rights from the state clemency board.

Please note: *Per Florida Statutes 112.3145, any individual appointed to the Town Council within a municipality shall be required to submit a Disclosure of Financial Interest Statement, CE Form 1, annually to the Supervisor of Elections of Polk County on or before July 1st of each year.*

Applicant's Signature: Randi B. Colemme ***Date:*** 10/18/2025

When completed and filed with the Town Clerk's Office, this document is a public record under Chapter 119, Florida Statutes, and therefore is open to public inspection.

Return form to: Town Clerk's Office
Town Hall
100 Smith Avenue - P.O. Box 126
Lake Hamilton Florida, 33851

OFFICE USE ONLY

Mayor's recommendation for applicant to serve on selected Town Council? ***Yes*** ☐ ***No*** ☐

Town Council Appointment: _____ ☐ ***Appointment***

Date of Appointment: _____ ☐ ***Primary*** ☐ ***Alternate***

Mayor's Signature _____ ***Date*** _____

10/2025

TOWN OF LAKE HAMILTON
TOWN COUNCIL MEMBER - SEAT 3
APPLICATION

ONLY Lake Hamilton Residents shall be appointed to Town Council.

Name: John E. DeShane Jr. ***Email:*** jdfiremed@yahoo.com
Physical Address: 68 N 6th St, Lake Hamilton, FL 33851
Mailing Address: PO. Box 227, Lake Hamilton FL 33851
Home Phone #: _____ ***Cell #:*** 910-389-5908
Employer: RETIRED

Please answer the following Questions:

Are you a resident in the Town of Lake Hamilton? ***Yes*** ☒ ***No*** ☐
Are you currently a Homeowner ☒ ***or Renter*** ☐ ***in the Town of Lake Hamilton?***
Are you a registered voter in the Town of Lake Hamilton? ***Yes*** ☒ ***No*** ☐
How long have you lived in Lake Hamilton? Years/Months: 1 yr 4 months
Are you currently or have you ever served on any government Advisory Board? ***Yes*** ☐ ***No*** ☒
If yes, which government agency? _____
Are you currently employed by a government agency? ***Yes*** ☐ ***No*** ☒
If yes, which government agency? _____
Have you ever been convicted of a felony? ***Yes*** ☐ ***No*** ☒
If yes, please provide documentation of restoration of rights from the state clemency board.

Please note: *Per Florida Statutes 112.3145, any individual appointed to the Town Council within a municipality shall be required to submit a Disclosure of Financial Interest Statement, CE Form 1, annually to the Supervisor of Elections of Polk County on or before July 1st of each year.*

Applicant's Signature: John E. DeShane Jr. ***Date:*** 10/20/2025

When completed and filed with the Town Clerk's Office, this document is a public record under Chapter 119, Florida Statutes, and therefore is open to public inspection.

Return form to: Town Clerk's Office
Town Hall
100 Smith Avenue - P.O. Box 126
Lake Hamilton Florida, 33851

OFFICE USE ONLY

Mayor's recommendation for applicant to serve on selected Town Council? ***Yes*** ☐ ***No*** ☐

Town Council Appointment: _____ ☐ ***Appointment***

Date of Appointment: _____ ☐ ***Primary*** ☐ ***Alternate***

Mayor's Signature _____ ***Date*** _____

10/2025

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 Piggybacking Agreement for the City of Sebring Contract #24-006 for Dewatering and Disposal of Domestic Wastewater Treatment Plant Biosolids.

DATE: December 2, 2025

SUMMARY & RECOMMENDATION:

The Town of Lake Hamilton currently requires reliable and compliant services for the dewatering, hauling, and disposal of biosolids generated at the Town's wastewater treatment facility. To ensure continuity of operations and regulatory compliance with Florida Department of Environmental Protection (FDEP) requirements, staff has reviewed available procurement options and recommends piggybacking an existing competitively bid contract.

The City of Sebring Contract #24-006 with Synagro Technologies Inc. provides dewatering and disposal services for domestic wastewater treatment plant biosolids. This contract was competitively solicited in accordance with applicable procurement laws and allows for cooperative use by other governmental entities. By piggybacking this agreement, the Town will be able to secure services at the same unit pricing and terms as the City of Sebring, ensuring cost-effectiveness and timely service implementation without the need to issue a separate bid.

Staff recommends that the Town Council authorize the Town Administrator to execute an agreement piggybacking the City of Sebring Contract #24-006 for Dewatering and Disposal of Domestic Wastewater Treatment Plant Biosolids with Synagro Technologies Inc. This action will:

1. Ensure continued compliance with FDEP biosolids management regulations.
2. Provide cost savings through the use of established competitive pricing.
3. Expedite the implementation of necessary biosolids handling services.

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

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain:

Services will be funded through the Wastewater Utility Fund. Expenditures will vary based on biosolids volume but are expected to remain within the approved operating budget.

GL Code 401-535-031

RECOMMENDATION:

ATTACHMENT(S):
Lake Hamilton Proposal_Mobile Dewatering.pdf
CCON_Sebring, FL_Disposal of Domestic Wastewater Treatment Plant Biosolids_Executed.pdf
TOLH_Synagro_Piggyback_agreement_for_services.pdf

435 Williams Court, Suite 100
Baltimore, MD 21220
www.synagro.com

NOVEMBER 7, 2025

Town of Lake Hamilton
840 Water Tank Road
Lake Hamilton, FL 33844 via email:jtorrance@townoflakehamilton.com
Attn: Mr. Jerry Torrance

Re: Mobile Sludge Dewatering at the Town of Lake Hamilton WRF

Dear Mr. Torrance,

Please consider this letter acknowledgement that Synagro South, LLC (Synagro) is willing to extend the piggy-back agreement for the Dewatering and Disposal of Domestic Wastewater Treatment Plant Biosolids contract that Synagro has with the City of Sebring (contract #24-006) to the Town of Lake Hamilton. The dewatering contract with Sebring began June 1, 2024 and with mutually agreeable extensions (with the contained fuel surcharge adjustment or CPI) for two consecutive one-year periods ending May 30, 2027. Attached to this letter are the contract documents, notice of award and current PO with the City of Sebring.

Synagro South, LLC. (Synagro) is pleased to provide you with this proposal for dewatering of biosolids at the Town of Lake Hamilton Water Reclamation Facility. Synagro will dewater the liquid sludge to a solids concentration of a minimum of 16.5% by mobile centrifuge dewatering unit. The facility will provide the necessary electrical power, the sludge feed connection via a 4" camlock fitting, a 2" water supply and a location to discharge filtrate from the process.

Mobile Dewatering Scope of Work:

Synagro will provide the following resources to accomplish this work;

- Mobile Centrifuge to Dewater Solids (estimated 190 GPM)
- Centrifuge Operator (estimated 2 days onsite per service)
- All necessary hoses, fittings and safety supplies
- Polymer for sufficient sludge dewatering
- Cake production dewatering to minimum 16.5% solids, estimate 3 loads/service
- Road Tractor for positioning end dump trailers

- Hauling and composting or landfill disposal of biosolids, estimate 55 tons/service

The Town of Lake Hamilton shall provide the following;

- Sludge supply of approximately 120,000 gallons per service
- In Feed solids at approximately 1.68% (according to bench testing of sample)
- Power Supply 480v 3 phase 200 amp service
- Sufficient Water Supply (2" hose with a minimum of 60 PSI)
- Location for return of Filtrate at approximately 200 - 250 GPM, 98+% solids capture
- Sufficient workspace for the proposed activities and uninterrupted access to the work area during operations

Residuals Specifications:

The material to be transferred must meet local, state and federal regulations as non-hazardous biosolids meeting Class B requirements in accordance with the 503 regulations.

Dewatering Pricing:

Dewatering of wastewater sludge based on the 1 to 2 % solids of the in-feed sludge and volume of sludge to dewater, including the hauling and proper disposal of biosolids:

- **Sludge Dewatering, Hauling & Disposal** **$0.13 per gallon**
- **Mobilization of Centrifuge, Operator** **$2,000 per service**

Our proposal is delivered in good faith, and we are prepared to enter into a mutually acceptable contract. Please note that this proposal is based on Synagro's standard terms and conditions and shall be strictly non-binding upon Synagro until all parties negotiate and execute a binding agreement. This proposal shall not obligate Synagro to negotiate an agreement and any of the terms of the agreement shall be subject to Synagro's approval, at its discretion.

We appreciate the opportunity to submit this proposal for your consideration and look forward to the opportunity to provide our services.

Should you have any questions, please contact me at 813-495-1060 or cdebrunner@synagro.com.

Sincerely,

Curt DeBrunner

Curt DeBrunner
Area Sales Manager

CONTRACT

(Disposal of Domestic Wastewater Treatment Plant Biosolids)

THIS IS AN AGREEMENT between the **CITY OF SEBRING**, a Florida municipal corporation (herein called "City") and **SYNAGRO TECHNOLOGIES, INC.**, a Delaware corporation authorized to do business in Florida (herein called "Contractor").

1. **PREMISE**. City solicited sealed bids to dispose of domestic wastewater treatment plant biosolids from the aerobic digesters at the City's five wastewater treatment facility locations. Contractor submitted the lowest and best bid and City would like for Contractor to perform the work and Contractor would like to do so on the terms and conditions set forth herein.

2. **WORK**. Contractor, in consideration of the premises and mutual covenants herein contained, agrees to furnish at its own cost and expense, all labor, tools, materials, equipment, superintendence, security, insurance, testing and all other accessories and services necessary to dewater, haul and properly dispose of all domestic wastewater biosolids in accordance with Florida Department of Environmental Protection, City Ordinance for Disposal of Domestic Wastewater Residuals, and all other state and federal rules and regulations from the City's Cemetery Road, Western Boulevard, Airport, Highlands Ridge and Country Club of Sebring Wastewater Treatment Plants (herein collectively called the "Project" or the "Work") all in accordance with the conditions and prices stated in this contract and Invitation to Bid ITB #24-006, General Terms and Conditions, Scope of Work, Official Bid Form and the Legal Provisions, which are made a part hereof and collectively constitute this contract (herein called the "Contract Documents").

3. **CONTRACT PRICE**. City shall pay to Contractor the sum of $0.078 per gallon for disposal of biosolids, $0.110 per gallon for transportation of unstablized biosolids from the Highlands Ridge and Country Club of Sebring plants to the Cemetery Road wastewater treatment plant, and $0.052 per gallon for dewatering method at the Cemetery, Airport and Western Boulevard plants, as the total price for the Work.

4. **PAYMENT**. Upon Contractor's invoice for payment pursuant to the Contract Documents, the Utilities Administrator, or his designee, will make an inspection and, if he finds the Work is acceptable under the contract, will submit the payment request to the City Administrator. All payments must be approved by the City Council. To be considered for payment at any meeting, the payment request must be submitted for payment and approved by the City Administrator not later than ten (10) days prior to a Tuesday Council meeting.

5. **COMMENCEMENT DATE AND TERM**. This contract is for a one (1) year term beginning June 1, 2024 and ending May 30, 2025. This contract will automatically be extended for up to two (2) additional one (1) year terms, unless either party notifies the other in writing within sixty (60) days of expiration that they do not wish to continue the contract as written.

6. **CLEAN-UP AND REMOVAL OF DEBRIS**. Contractor shall daily keep the sites in a clean and orderly condition, free from all refuse, rubbish, scrap materials and debris caused by Contractor's operations.

7. **DRUG-FREE WORKPLACE**. Contractor acknowledges that City is a drug-free work place. Contractor covenants that all employees of Contractor working upon City property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.

8. **WORKMANSHIP**. Contractor shall, in a good workman like manner, perform all Work and furnish all supplies and materials necessary and proper to complete the Work under this contract, within the time specified herein, in accordance with the provisions of this contract, including the approved specifications, plans and drawings. Contractor shall complete the entire Project to the satisfaction of City. During construction, Contractor shall be responsible for the protection of all existing paving, buildings, utilities and adjacent real property and shall promptly repair, at its sole cost, any damage caused, in whole or in part, by Contractor or its agents or subcontractors during the construction.

9. **LAWS AND REGULATIONS**. Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the Work and the protection of persons and property.

10. **INSPECTION**. Contractor has undertaken such inspections as it deems necessary to undertake the Project at the contract price set forth in paragraph 3.

11. **CHANGE ORDERS**. The Contract Price and the Contract Time may be changed only by a written Change Order. City, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized only by written Change Order and shall be executed under the applicable conditions of the Contract Documents.

11.1 The cost or credit to City resulting from a Change in the Work shall be determined in one or more of the following ways:

A. By mutual acceptance of a lump sum properly itemized;
B. By unit prices stated in the Contract Documents or subsequently agreed upon; or
C. By cost and a mutual acceptable fixed or percentage fee.

11.2 If none of the methods set forth in paragraph 11.1 thereof is agreed upon, Contractor shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of Contractor's reasonable expenditures and savings, including, in the case of any increase in the Contract Price, a reasonable allowance for overhead and profit. In such case, Contractor shall keep and present an itemized accounting together with appropriate supporting data. The amount of credit to be allowed by Contractor to City for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as confirmed by Contractor's records. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any.

11.3 Contractor represents that it has examined the Project site thoroughly before entering into this agreement and is knowledgeable of all site conditions, above and below

ground, and placement of all utilities. Contractor has also fully investigated the typical weather for this time of year. Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by the Contract Documents or should unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the guaranteed maximum cost shall be equitably adjusted by Change Order upon claim by either party only where made in writing within a seven (7) calendar days after the first observance of the condition.

11.4 Claims for Additional Cost or Time. If Contractor claims that additional cost or time is involved because of any written order for a Change in the Work issued pursuant to this Article, Contractor shall make such claim solely as provided herein and failure to make a claim timely shall be a waiver of any such claim. If Contractor wishes to make a claim for an increase in the Contract Price or an extension in the Contract time, Contractor shall give City written notice thereof within seven (7) calendar days after the occurrence of the event giving rise to such claim. This written notice shall be given by Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case Contractor shall proceed as necessary under the circumstances. Any change in the Contract Price or Contract Time resulting from such properly requested claim shall be authorized by Change Order. Contractor shall not be given any Change Order for time extension for rain or other adverse weather conditions unless the condition is unusual or unseasonable for the time of year.

12. TERMINATION OF CONTRACT. City may by written notice, terminate this Contract in whole or in part at any time, either for the City's convenience or because of Contractor's failure to perform any material provision or portion of the Contract Documents, failure to pay vendors, suppliers, subcontractors or sub-subcontractors as required or failure to undertake adequate safety measures during the performance of the Project. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performance of this Contract, whether completed or in process, shall be delivered to the City.

12.1 If the termination is for the convenience of the City, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

12.2 If the termination is due to Contractor's failure to fulfill the contract obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby.

12.3 If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the Contract price shall be made as provided in paragraph 12.1 of this agreement.

12.4 The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

13. INDEPENDENT CONTRACTOR. The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant or employee of the City.

14. INSURANCE. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence Work hereunder until such insurance is obtained and approved by City:

A. COMPREHENSIVE GENERAL LIABILITY - OCCURRENCE FORM REQUIRED: Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of $2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury.

B. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE: Contractor shall maintain automobile liability insurance with a limit of not less than $1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos.) The policy shall be endorsed to provide contractual liability coverage.

C. WORKERS' COMPENSATION: Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws, The policy must include Employers' Liability with a limit of $500,000 each accident, $500,000 each employee, $500,000 policy limit for disease.

D. EVIDENCE OF INSURANCE: Contractor shall furnish the City with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Sebring is to be specifically included as an additional insured on all policies except Workers' Compensation. If Contractor is exempt from workers' compensation requirements, it shall submit a DWC-252 Certificate Exemption Form. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. All certificates of insurance must be on file with and approved by the City before the commencement of any work activities.

15. SUBCONTRACTS. A portion of the Project may be performed under subcontracts, and Contractor shall require that each subcontractor agree to the provisions of this agreement applicable to the Work performed by such subcontractor, including, but not limited to, insurance requirements except for excess/umbrella coverage, compliance with laws and indemnification of City. City retains the right to refuse a subcontractor for reasonable cause, to review Contractor's

agreements with subcontractors upon request and require changes to such subcontractor agreements as City deems necessary. City shall not be obligated to pay any subcontractor under any circumstance.

16. NOTICES. Whenever any notice is required or permitted by this contract to be given, such notice shall be by certified mail or overnight delivery addressed to:

Contractor: Steve Cole, President Synagro Technologies, Inc. 435 Williams Court, Suite 100 Baltimore, MD 21220	City: City Administrator City of Sebring 368 South Commerce Avenue Sebring, FL 33870

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid. Each party will be responsible for notifying the other of any change in their address.

17. ASSIGNMENT. Contractor shall not assign this contract, in whole or in part, or any monies due or to become due hereunder, without the written consent of City.

18. ACCEPTANCE AND WARRANTY. Acceptance of the Work and final payment shall not relieve Contractor of the obligation to remedy Work that does not comply with the Contract Documents. Contractor warrants to City that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective, and Contractor shall promptly repair or replace the defective Work. If required by City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor shall be responsible for the technical accuracy of the services it performs and documents it prepares, and neither City nor its agents shall be responsible for discovering deficiencies in such services or documents.

18.1 The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

18.2 Unless a longer period is otherwise provided in the Contract Documents, Contractor warrants that the Work shall be free from defects in material and workmanship at the time of final completion and for a period of one (1) year from the date of final completion. Contractor shall promptly repair all defects at Contractor's expense. The term "defects" shall not be construed as embracing damage arising from City's misuse or negligence, acts of God or normal wear and tear.

19. CORRECTION OF WORK. Contractor shall promptly correct all Work determined to be defective or failing to conform to the Contract Documents whether or not fabricated, installed or completed. Contractor shall bear all costs of correcting such defective Work. If, within one (1) year after the date of final completion or within such other 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 is found to be defective, Contractor shall correct it promptly after request from City to do so.

20. DAMAGE TO PROPERTY. Contractor agrees that all City or third party owned property that is damaged by Contractor's personnel, agents, subcontractors or equipment shall be promptly repaired or replaced, at Contractor's expense.

21. TAXES. Contractor shall pay all sales, consumer, use and other similar taxes required by law resulting from the Work which are in effect as of the date of execution of this Agreement, and such costs shall not be considered in addition to the Contract Price.

22. PERMITS, FEES AND NOTICES. Contractor shall secure all permits and licenses necessary for the proper execution and completion of the Work which are in effect as of the date of execution of this contract. Contractor is obligated to pay any fees unless specifically waived by City.

22.1 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If either Contractor or City observes that any of the Contract Documents are at variance therewith in any respect, it shall promptly notify the other party, in writing, and any necessary changes shall be adjusted by appropriate modification. If Contractor performs any Work which is contrary to such laws, ordinances, rules and regulations in effect as of the date of execution of this agreement, then Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

23. RESPONSIBILITY FOR THOSE PERFORMING THE WORK. Contractor shall be responsible to City for the acts and omissions of all its employees and all subcontractors, their agents and employees and all other persons performing any of the Work by, through, or under Contractor.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

25. SAFETY AND HEALTH REGULATIONS. Contractor shall comply with the Department of Labor Safety and Health Regulations promulgated for construction under the Occupational Safety and Health Act and such other rules and regulations as may be applicable to this Project.

25.1 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

25.2 Contractor shall take all necessary precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

A. All employees on the Work and all other persons who may be affected thereby;

B. All the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of Contractor or any of its subcontractors or sub-subcontractors; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designed for removal, relocation or replacement in the course of construction.

Any injury to persons or damage to property shall be immediately repaired or remedied by Contractor, subject to the limits of indemnification provided by Contractor herein.

25.3 Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. It shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including, securing materials for the Project, providing appropriate lighting and posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Contractor and City's designee shall mutually agree on appropriate staging areas for the materials and equipment for the Project so as to not unreasonably encumber City's other real property.

26. FORCE MAJEURE. Neither party shall be liable to the other party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); riot, insurrection; equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Contract. Whenever the provisions of this section are believed to apply, the party relying thereon shall give prompt notice to the other party of the circumstances, the basis for applicability of this section and the time required to cure such breach or delay. Contractor shall promptly provide notice of the need, if any, for additional compensation or for renegotiation of terms in order to mitigate the effects of such event or to comply with a change in law or regulation or interpretation thereof. Contractor and City shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.

27. CONTRACTOR'S INDEMNIFICATION AND HOLD HARMLESS. Contractor hereby acknowledges and confirms that the contract price includes the consideration for this indemnification and hold harmless. Contractor shall, in addition to any other obligation to indemnify City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its elected officials, employees, agents and volunteers from and against all

claims, actions, liabilities, losses (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract, unless caused by the sole negligence of the City, its elected officials, employees, agents or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy or patent council fees), incurred by the City to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the City, its elected officials, employees, agents or volunteers by any employee of Contractor, subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this paragraph shall be limited to $10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this paragraph shall survive indefinitely.

28. **DEFAULT**. Subject to the limitations of Sec. 768.28, Fla. Stat., in any action brought by either party for the interpretation or enforcement of the obligations of the other party including City's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

29. **BINDING EFFECT**. This contract shall bind and inure to the benefit of the successors and assigns of each of the parties.

30. **GOVERNING LAW**. This contract will be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law principles thereof, and the parties agree to submit to the jurisdiction of the Tenth Judicial Circuit, in and for Highlands County, Florida.

31. **INTENTIONALLY BLANK**.

32, **PUBLIC RECORDS**. Contractor is required to keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service sought herein. Contractor is required to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 *et seq., Fla. Stat.* or as otherwise provided by law. Contractor must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the public agency. **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 CONTRACT, CONTACT KATHY HALEY, THE CUSTODIAN OF PUBLIC RECORDS AT 863-471-**

5100, kathyhaley@mysebring.com or 368 SOUTH COMMERCE AVENUE, SEBRING, FL 33870.

33. **PUBLIC ENTITY CRIMES**. By signing this contract, Contractor certifies that it has knowledge of and understands Florida Statute 287.133, including section (2)(a) which provides: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list." Contractor certifies that it has and shall comply with the provisions of Florida Statute 287.133, and further certifies that neither it, nor its officers, directors, executives, partners, shareholders, employees, members, or agents, nor its affiliates, are on the convicted vendor list.

34. **SCRUTINIZED COMPANIES**. Pursuant to Section 287.135, Florida Statutes, by signing this agreement Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not participating in a boycott of Israel. This agreement may be immediately terminated by City if Contractor is found to have submitted a false certification, has been or is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engages in business operations in Cuba or Syria, has been or is placed on the Scrutinized Companies that Boycott Israel List, or engages in a boycott of Israel.

35. **TIME**. Time is of the essence of this agreement.

36. **MULTIPLE ORIGINALS**. This contract is executed in multiple copies, each of which shall be deemed an original.

[Signatures on the follow page]

AGREED TO this 4th day of June, 2024.

Two Witnesses as to City:

(Printed Name) Tiffany Hall

(Printed Name) Penny Robinson

CITY OF SEBRING, a Florida municipal corporation

By: Roland Bishop, Council President

Attest:

By: Kathy Haley, City Clerk

CITY OF SEBRING CORPORATE SEAL FLORIDA

(corporate seal)

Two Witnesses as to Contractor:

(Printed Name) SEAN P. HEFFERNAN

(Printed Name) Constance Reynolds

SYNAGRO TECHNOLOGIES, INC., a Florida corporation

By: Rhylee Callan, Contracts Manager

(corporate seal)

LEGAL PROVISIONS

Miscellaneous

Licensing. Contractor shall procure and keep in force during the term of this contract all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for Contractor to render its services hereunder. Contractor shall require all of its subcontractors to comply with the provisions of this paragraph.

Contractor grants Owner an irrevocable license to utilize the plans and specifications generated by Contractor for this Project.

E-Verify.

(a) Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) 1. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

2. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public employer that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under subparagraph 1. or subparagraph 2. is not a breach of contract and may not be considered as such.

(d) A public employer, contractor, or subcontractor may file an action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

(e) If a public employer terminates a contract with a contractor under paragraph (c), the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.

(f) A contractor is liable for any additional costs incurred by a public employer as a result of the termination of a contract.

Legal Provisions and Certifications

To the extent applicable to this Project, Engineer, Contractor, subcontractor, Architect and/or Design/Builder (collectively "Contractor"):

Conflict. Contractor represents and warrants unto Owner that no officer, employee or agent of Owner has any interest, either directly or indirectly, in the business of Contractor to be conducted hereunder. Contractor further represents and warrants to Owner that it has not employed or retained any company person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, 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 Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract, and that it has not agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out this Contract. Contractor assures that it will insert the above provision in each of its subcontractor agreements relating to the services to be performed hereunder.

Contractor and its employees shall promptly observe and comply with the applicable provisions of all Federal, State and local laws, rules and regulations which govern or apply to the goods and services rendered by Contractor hereunder, or to the wages paid by Contractor to its employees. Contractor shall require all of its subcontractors to comply with the provisions of this paragraph.

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Owner, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Owner may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) in the furnishing of services to Owner hereunder, no person on the grounds of race, color, national origin, sex, age, disability, religion, or familial status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (2) Contractor shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – effectuation of Title VI and Title VIII of the Civil Rights Act of 1964, as said Regulations may be amended. Should Contractor authorize another person, with Owner's prior written consent, to provide services to Owner hereunder, Contractor shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he or she is authorized to provide, undertake for such person the obligations contained in this section. Contractor shall furnish an original agreement to Owner.

Further, Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, national origin, sex, age, disability, religion, or familial status be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Such activities shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services of any program or activity

covered by this subpart. Contractor assures that it shall not discriminate on the grounds of race, color, national origin, sex, age, disability, religion, or familial status in the selection or retention of subcontractors. Contractor assures that it will require that its covered subcontractors provide assurances to Contractor that they similarly require assurances from their subcontractors, as required by CFR Part 152, Subpart E, to the same effect.

Owner may, from time to time, adopt additional or amended and nondiscrimination provides concerning the furnishing of services to the Owner, and Contractor agrees that it will adopt any such requirements as a part of this Contract.

Non-Discrimination. Contractor for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

1. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
2. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;
3. That Contractor shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, Owner shall have the right to terminate this Contract. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EEO COMPLIANCE

(a) Requirements for prime contractors and subcontractors:

(1) Each prime contractor and subcontractor shall file annually, on or before the September 30, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly

by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress or such form as may hereafter be promulgated in its place if such prime contractor or subcontractor (i) is not exempt from the provisions of these regulations in accordance with Sec. 60-1.5; (ii) has 50 or more employees; (iii) is a prime contractor or first tier subcontractor; and (iv) has a contract, subcontract or purchase order amounting to $50,000 or more or serves as a depository of Government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: Provided, That any subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets requirements of paragraphs (a)(1) (i), (ii), and (iv) of this section.

(2) Each person required by Sec. 60-1.7(a)(1) to submit reports shall file such a report with the contracting or administering agency within 30 days after the award to him of a contract or subcontract, unless such person has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually in accordance with Sec. 60-1.7(a)(1), or at such other intervals as the Deputy Assistant Secretary may require. The Deputy Assistant Secretary may extend the time for filing any report.

(3) Failure to file timely, complete and accurate reports as required constitutes noncompliance with the prime contractor's or subcontractor's obligations under the equal opportunity clause and this contract.

(b) Requirements for bidders or prospective contractors:

(1) Certification of compliance with Part 60-2: Affirmative Action Programs. Each agency shall require each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or in writing at the outset of negotiations for the contract: (i) Whether it has developed and has on file at each establishment affirmative action programs pursuant to Part 60-2 of this chapter; (ii) whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; (iii) whether it has filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

(2) Additional information. A bidder or prospective prime contractor or proposed subcontractor shall be required to submit such information as the Deputy Assistant Secretary requests prior to the award of the contract or subcontract. When a determination has been made to award the contract or subcontract to a specific contractor, such contractor shall be required, prior to award, or after the award, or both, to furnish such other information as the applicant or the Deputy Assistant Secretary requests.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS - 41 CFR Part 60.4.3

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided within these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction

work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's

efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such a superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to

do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations. The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

CERTIFICATION OF NONSEGREGATED FACILITIES - 41 CFR PART 60-1.8

Notice to Prospective Federally Assisted Construction Contractors:

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving federally-assisted construction contract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements

in offers is prescribed in 18 U.S.C. 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities:

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding $10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION - 41 CFR PART 60-2

The Contractor's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

1. No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

Accounting/Records. Contractor will provide all information and reports required by said Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Owner or other governmental agency to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Contractor is in the exclusive possession of another who fails or refused to furnish this information, Contractor shall so certify and shall set forth what efforts it has made to obtain the information. Contractor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of the Contract. In the event of breach of any of the above nondiscrimination covenants, Owner shall have the right to impose such contract sanctions as it or other applicable government entity may determine to be appropriate, including with-holding payments to Contractor under this Contract or canceling, terminating, or suspending this Contract in whole or in part. The rights granted to Owner by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS 29 CFR PART 5

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required

by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

ACCESS TO RECORDS AND REPORTS

The Owner, as well as the public pursuant to Florida Statutes Chapter 119, shall have access to any books, documents, paper, and records including payroll records and associated basic data of the Contractor, which are directly pertinent to the specific Contract for the purposes of making an audit, examination, excerpts, and transcriptions.

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than six years after final payment is made and all pending matters are closed.

DISADVANTAGED BUSINESS ENTERPRISES

Policy. It is the policy of the Owner and the United States or State of Florida Department of Transportation that disadvantaged business enterprises, as defined in the Owner's Disadvantaged Business Enterprises ("DBE") Participation Policy for services as defined in 49 CFR Part 26 shall have equal opportunity to participate in the performance of services contracts awarded by the Owner, including, but not limited to, contracts financed in whole or in part with federal or State funds under this Contract. Consequently, the requirements of the Owner's DBE Participation Policy apply to this Contract.

Contract Assurance (§26.13). The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient

deems appropriate.

Prompt Payment. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen (14) days from the receipt of each payment, including retainage, that the prime contractor receives from City of Sebring. Payments not made to subcontractors within fourteen (14) days of the prime contractor's receipt of payment shall bear interest at the rate of ten percent (10%) per annum, computed beginning on the 14th day after payment is due. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Sebring. The right to receive interest on a payment under this section is not an exclusive remedy, and this section does not modify any remedies available to any person under the terms of a contract or under any other statute. City of Sebring shall have the right to terminate the services of any obligor who fails to make prompt payment to any obligee. This clause applies to both DBE and non-DBE subcontractors.

DBE Obligation. The Contractor agrees to ensure that DBE/MWBE firms shall have the maximum opportunity to participate in the performance of contracts for subcontractor services, including, but not limited to, those projects financed in whole or in part with federal or state funds provided under this Contract. In this regard, the Contractor and all subcontractors shall take all necessary and reasonable steps in accordance with the Owner's DBE/MWBE Participation Policies to ensure that DBE/MWBE firms have the maximum opportunity to compete for and perform contracts. The Contractor and any subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Owner contracts.

DBE Administration.

1. Eligibility of DBE's: Those firms currently certified as DBE's by the Florida Department of Transportation are eligible to participate as DBE's on this contract. A list of these firms can be obtained from the State, the consulting engineer, or the Owner. Firms certified as DBE's by other states, or other U.S. DOT recipients are subject to the owner's acceptance. A bidder may request a review of a potential DBE prior to the bid opening. The bidder should allow ten working days for the owner's determination regarding certification of the potential DBE. Previous acceptance of a DBE by the State or Owner does not ensure acceptance on this project.

2. Counting DBE Participation Towards DBE Goals: DBE participation toward attainment of the goal will be computed on the basis of the subcontract prices agreed to between the contractor and subcontractors for the contract items or portions of items being sublet, as shown on the DBE Participation Form and attachments. Credit will only be given for use of DBE's that are certified or accepted according to this specification. DBE participation shall be counted toward meeting the DBE goal in accordance with the following:

    a. Commercially Useful Function: The Owner shall count toward the DBE goal only those expenditures to DBE's that perform a commercially useful function in the work of the contract. A DBE performs a commercially useful function when it is responsible for execution of a distinct element of work by actually performing, managing, and supervising that work. To determine if a DBE is performing a commercially useful function, the amount of work subcontracted, industry

practices, and other relevant factors will be evaluated. If consistent with industry practices, a DBE shall enter into a subcontract or other contractual written agreement. A DBE Contractor may subcontract a portion of the work up to the amount allowed under standard subcontracting contract provisions of normal industry practices. A DBE is presumed not to be performing a commercially useful function if the DBE is performing outside these guidelines.

b. Materials and Supplies: The Owner shall count toward the DBE goal the expenditures for materials and supplies obtained from DBE suppliers and manufacturers as described below. The DBE's must assume the actual and contractual responsibility for the provision of the materials and supplies:

(1) The entire expenditure to a DBE manufacturer will be counted toward the DBE goal. A manufacturer must operate or maintain a factory or establishment that produces on the premises the materials or supplies that are obtained by the contractor.

(2) Sixty percent of expenditures to a DBE regular dealer will be counted toward the DBE goal. A regular dealer must perform a commercially useful function in the supply process including buying the materials or supplies, maintaining an inventory and regularly selling materials to the public. Bulk items such as steel, cement, gravel, stone and petroleum products need not be kept in stock, but the dealer must own or operate distribution equipment.

(3) No credit will be given toward the DBE goal, if the prime contractor makes a direct payment to a non-DBE material supplier. However, it will be permissible for a material supplier to invoice the prime contractor and the DBE jointly and be paid by the prime contractor making remittance to the DBE firm and material supplier jointly.

(4) No credit, toward the DBE goal, will be given for the cost of materials or equipment used in a DBE firm's work when those costs are paid by a deduction from the prime contractor's payment(s) to the DBE firm.

c. Owner-Operator Trucking: The Owner shall count toward the DBE goal, the entire delivery fee paid to DBE owner-operators performing trucking for the contractor, if they appear on the contractor's payroll and separate records are furnished to the Owner documenting the expenditures. The records shall include for each owner-operator; their social security number; driver's license number; vehicle registration number; current vehicle license number; truck number; and a complete record of the contract fees paid to them.

d. Joint Venture: When a joint venture contract is involved, the Owner shall count towards the DBE goal that portion of the contract total dollar value equal to the percentage of ownership and control of each DBE firm within the joint venture. Such crediting is subject to the owner's acceptance of the joint venture agreement. The Bidder must furnish the joint venture agreement with the DBE Participation Form. The joint venture agreement must include a detailed breakdown of the following:

(1) Contract responsibility of the DBE for specific contract items of work,
(2) Capital participation by the DBE,
(3) Specific equipment to be provided by the DBE,
(4) Specific responsibilities of the DBE regarding control of the joint venture,
(5) Specific workers and skills to be provided by the DBE, and
(6) Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.

The joint venture must be certified by the City.

3. Award Documentation and Procedure: All bidders shall certify in the bid proposal their intent to meet or exceed the established goal or to demonstrate good faith efforts to meet the goal. Failure to make such certification or failure to demonstrate good faith efforts will render a bid non responsive.

a. DBE Participation Form: The apparent successful bidder must submit with the bid the following information on the proposed DBE Participation Form attached to the Proposal. The information shall demonstrate the contractor's intended participation by certified DBE's. When the required information is not provided by the apparent low bidder the bid will be ruled non responsive and will not be considered. The information furnished shall consist of:

(1) The names, addresses, contact persons, phone numbers, and category of DBE firms to be used on the contract;
(2) A list of the bid items of work to be performed by the DBE and the percent to be credited toward the DBE goal;
(3) The dollar value of each of the DBE work items; and
(4) If the DBE goal is not met, a statement of why the goal could not be met and a demonstration of the good faith efforts taken to meet the DBE goal.

b. Owner Evaluation: In selecting the lowest responsible bidder, the Owner will evaluate the DBE information provided with the bid. The Owner may request additional DBE information and may allow the bidders, up to 7 calendar days after bid submittal to supplement or resubmit information concerning their proposed DBE participation. Prior to awarding the contract the Owner will verify verbally and/or in writing that the information submitted by the apparent successful bidder is accurate and complete.

c. Good Faith Efforts: If the bidder is unable to meet the DBE goal, the bidder must submit evidence of good faith efforts taken to meet the goal. Good faith efforts conducted after the bid opening will not be considered adequate to fulfill these bid requirements. Good faith efforts may include but are not limited to:

(1) Efforts to select portions of the work for performance by DBE's, in order to increase the likelihood of achieving the DBE goal. This can include, but is not limited to, breaking down contracts into economically feasible units to facilitate DBE participation. Selection of portions of work shall be at least equal to the DBE goal.

(2) Written notification to individual DBE's likely to participate in the contract sent at least 7 calendar days prior to the bid opening. The notification shall list specific items or types of work and shall be sent to a reasonable number of DBE's qualified to participate in the contract.

(3) Efforts to negotiate with DBE's for specific items of work including:

(a) Names, addresses, and telephone numbers of DBE's who were contacted, the dates of initial contact and information on further contacts made to determine with certainty if the DBE's were interested. Personal or phone contacts are expected;
(b) Description of the information provided to the DBE's regarding the plans, specifications and estimated quantities for portions of the work to be performed;
(c) Individual statements as to why agreements with DBE's were not reached; and
(d) Information on each DBE contacted but rejected and the reasons for the rejection.

(4) Efforts to assist the DBE's that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.

(5) Documentation that qualified DBE's are not available or not interested.

(6) Advertisements in general circulation media, trade association publications and disadvantaged-focus media concerning subcontracting opportunities.

(7) Efforts to use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of DBE's.

The demonstration of good faith efforts by the contractor must prove the contractor actively and aggressively sought out DBE's to participate in the project. The following actions would not be considered acceptable reasons for failure to meet the DBE goal and would not constitute a good faith effort:

(1) The DBE was unable to provide adequate performance and/or payment bonds.
(2) A reasonable DBE bid was rejected based on price.
(3) The DBE would not agree to perform the subcontract work at the prime contractors unit bid price.
(4) Union versus non-union status of the DBE firm.
(5) The prime contractor would normally perform all or most of the work included in this contract.
(6) The prime contractor solicited DBE participation by mail only.

4. Post Award Compliance: If the contract is awarded on less than full DBE goal participation, the contractor is not relieved of the responsibility to make a determined effort to meet the full goal amount during the life of the contract. In such a case, the contractor shall continue good faith efforts throughout the life of the contract to increase the DBE participation to meet the contract goal.

   If a DBE is unwilling or unable to perform the work specified, the contractor shall request from the Owner, relief from the obligation to use that DBE. Efforts will be made by the contractor to acquire from the DBE a letter which states the reason the DBE is unwilling or unable to complete its obligations under the project. If this results in a DBE contract shortfall, the contractor shall immediately take steps to obtain another certified DBE to perform an equal dollar value of allowable credit. If a new DBE cannot be found, the contractor shall submit evidence of good faith efforts within 15 calendar days of the request for relief. The contractor shall submit the new DBE's name, address, work items and the dollar amount of each item. The owner shall approve the new DBE before the DBE starts work.

   If the contractor fails to conform to the approved DBE participation or if it becomes evident that the remaining work will not meet the approved participation, then the contractor shall submit evidence showing either how the contractor intends to meet the DBE participation, or what circumstances have changed affecting the DBE participation. If the owner is not satisfied with the evidence, then liquidated damages may be assessed for the difference between the approved and actual DBE participation.

5. Records and Reports: The contractor shall keep records as necessary to determine compliance with the DBE obligations. The records shall include but are not limited to:

   a. Record of DBE Participation: The names of disadvantaged and non-disadvantaged subcontractors, regular dealers, manufacturers, consultant and service agencies; the type of work or materials or services performed on or incorporated in the project; and the actual value of such work.

   b. Efforts to Utilize DBE Firms: Documentation of all efforts made to seek out disadvantaged contractor organizations and individual disadvantaged contractors for work on this project. All correspondence, personal contacts, telephone calls, etc., to obtain the services of DBE's should be documented.

   c. Final DBE Certification: Upon completion of the individual DBE firm's work, the prime contractor shall submit a certification attesting to the actual work performed by the DBE firm and the amount paid the DBE firm. This certification shall be signed by both the prime contractor and the DBE firm.

Energy Conservation Requirements. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Rights To Inventions. All rights to inventions and materials generated under this contract are subject to regulations issued by the Owner of the Federal grant under which this contract is executed.

Contract Time. If the Contractor persistently refuses or fails to recover lost time, to the extent that it becomes apparent that the Project shall not be completed within the Contract Time, the Owner may take such actions to terminate the Contract for default on the part of the Contractor, or to assign portions of the Work to other contractors or to require Contractor to hire sufficient skilled workers for Contractor to recover lost time and complete the Project on time. Any additional costs associated with this will be borne by original Contractor.

Owner has the right to refuse a subcontractor for good faith concern about the subcontractor's competence, solvency or fitness to perform timely.

Owner's Recourse. Written warranties made to the Owner are in addition to manufacturer's warranties, implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments have done so."

Pursuant to §403.7065, *Fla. Stat.*, Contractor shall procure products or materials with recycled content when the Florida Department of Management Services determines that those products or materials are available.

CERTIFICATION REGARDING DEBAREMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Contractor certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $ 100,000 the aforementioned criteria and requirements.

ASSURANCE OF COMPLIANCE

The Contractor hereby agrees that it will comply with:

Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistant from the Department.

Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

49 CFR SUBTITLE A (10-1-03 EDITION)

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

Compliance with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S. C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

46 U.S. C. 1241(b)(1) and 46 CFR part 381 impose cargo preference requirements on the shipment of foreign made goods.

Section 165 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1061, section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR parts 660 and 661 impose Buy America provisions on the procurement of foreign products and materials.

Section 105(f) of the Surface Transportation Assistance Act of 1982, section 106(c), of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR part 23 impose requirements for the participation of disadvantaged business enterprises.

Section 308 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1068(b)(2), authorizes the use of competitive negotiation for the purchase of rolling stock as appropriate.

A breach by Contractor or any subcontractor, vendor or supplier of any of the federal or state laws or regulations applicable to this Project may be grounds for termination of the contract, and possibly debarment as a contractor or subcontractor.

The provisions of these Additional Special Provisions shall control over any contrary provision in the Special Provisions or any other Contract Document.

Contractor waives any right of subrogation against Owner or Owner's agents.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages up to $10,000,000 (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Construction), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission or reckless or intentional wrongdoing of Contractor or Contractor's officers, directors, partners, employees, or subcontractors. The parties agree that this limit on indemnification amount bears a reasonable commercial relationship to the contract. In any action construing the scope or nature of this indemnification, the court shall construe this provision to comply with Section 725.06, Florida Statutes, as amended.

State Residents Preference.

(1) If state funds are utilized on this project, the Contractor shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. A contract for construction funded by local funds may contain such a provision.
   (a) As used in this section, the term "substantially equal qualifications" means the qualifications of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.
   (b) A contractor required to employ state residents must contact the Agency for Workforce Innovation to post the contractor's employment needs in the state's job bank system.
(2) No contract shall be let to any person refusing to execute an agreement containing this provision. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

Punch List.
If the contract is for the provision of construction services, Owner shall provide for a single list of items required to render the construction services complete, satisfactory, and acceptable ("punch list"). For construction projects having an estimated cost of less than $10,000,000, the punch list shall be developed within thirty days after Contractor and Owner agree that the project has achieved substantial completion. For construction projects having an estimated cost of $10,000,000 or more, the punch list shall be created within sixty calendar days after Owner and Contractor agree that the Contractor has achieved substantial completion. Owner shall provide the punch list to Contractor not more than five days after the punch list is completed.
The final contract completion date must be at least thirty days after the delivery of the punch list. If the punch list is not provided to the Contractor by the agreed upon date for delivery, the contract time for completion must be extended by the number of days that Owner exceeded the delivery date.

Payment for Purchases of Construction Services.
Owner hereby identifies the City Administrator as the agent to whom the Contractor may submit its payment request or invoice or anyone that this agent designates in writing. A contractor's submission of a payment request or invoice to the identified agent of Owner shall be stamped as received as provided in F.S. 218.74(1) and shall commence the time periods for payment or rejection of a payment request or invoice as provided herein. If a payment request or invoice does not meet the contract requirements, Owner must reject the payment request or invoice within twenty business days after the date on which the payment request or invoice is stamped as received as provided in F.S. 218.74(1). The rejection must be written and must specify the deficiency and the action necessary to make the payment request or invoice proper.

Attorneys' Fees and Costs. In any judicial or alternative dispute resolution technique action to interpret or enforce any of the terms of this agreement, including any action by Owner to establish the right to indemnification, the parties agree that the prevailing party shall be entitled to an award of attorneys' fees and costs payable by the non-prevailing party, whether such fees and costs are incurred before, during or after trial, appellate proceeding or post-judgment collections.

AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES

BID BY ANOTHER GOVERNMENTAL ENTITY

WHEREAS, Synagro Technologies, Inc., a Delaware corporation (the "Contractor"), entered into an agreement dated June 1, 2024 with the City of Sebring, a Florida municipal corporation or political subdivision of the State of Florida, for Material & Labor to Dispose of Domestic Wastewater Treatment Plant Biosolids 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 City of Sebring for utilization of the same or similar services for Material & Labor to Dispose of Domestic Wastewater Treatment Plant Biosolids (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 City of Sebring 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 "City of Sebring" 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 City of Sebring 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

_____

By: Rhylee Callan, Contracts Manager

WITNESS:

_____

WITNESS:

_____

TOWN OF LAKE HAMILTON

_____

By: Brittney Sandoval, Town Administrator

ATTEST:

_____

Town Clerk

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 Piggybacking Agreement for Polk County #2024-084 for Utilities Construction to repair 14-inch water transmission line. Construction cost $138,941.00
Resolution R-2025-XX Budget Amendment FY 25-26

DATE: December 2, 2025

SUMMARY & RECOMMENDATION:

On May 13, 2025, a boring contractor struck and damaged the Town's 14-inch water transmission line located beneath State Road 17 along the south side of Kokomo Road. This line is a major backbone of the Town's distribution system, supplying the Highway 27 corridor and supporting adequate flow, water turnover, and stable chlorine residuals. Since isolating the line to prevent water loss, the Town has experienced reduced system circulation and has relied on an automatic hydrant flusher to maintain water movement. While necessary for compliance, this temporary measure wastes treated water and increases operational costs.

Given the line's importance to system hydraulics, water age control, and water quality, timely repair has now become essential. To accelerate this work and avoid delays, staff is proposing the use of **Polk County's competitively procured Contract #2024-084** to piggyback services with Killebrew, Inc. Piggybacking this contract is advantageous because it allows the Town to use pricing and contractor qualifications already established through Polk County's competitive bidding process. This approach avoids the lengthy procurement cycle of issuing a new bid, reduces administrative burden, controls costs through pre-negotiated unit pricing, and ensures the use of a proven contractor with regional experience. These advantages enable the Town to restore this critical transmission line as quickly and responsibly as possible.

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

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: This item is for an emergency repair and is not in the current FY 25-26 budget. Staff recommends using Reserve funds from the Enterprise Fund in the amount of $138,941.00

RECOMMENDATION:

ATTACHMENT(S):
TOLH repair 14inch water line budget.xlsx
Contract 2024-084 RFP 24-246 Master Agreement Package - Killebrew Inc.pdf
Resolution R-2025-XX budget amendment 2025-2026 emergency water repair.pdf
TOLH_Killebrewinc Piggyback agreement for services.pdf
Piggyback Letter Lake Hamilton.pdf
R-2025-XX Emergency water repair exhibit A.pdf

RFP 24-246 Utilities Construction Services -- Contract No. 24-084

BUDGET

PROJECT NAME: Lake Hamilton 12" HDD at Hwy 17 and Kokomo **DATE: June 3, 2025**

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
	Earthwork				
19	Excavation of Unsuitable Material - Haul Offsite and Dispose (truck measure)	18	CY	$45.00	$810.00
20	Borrow (truck measure)	18	CY	$45.00	$810.00
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
26	Crushed Concrete Base 12" Thick	50	SY	$55.00	$2,750.00
27	Roadway Density Test	10	EA	$200.00	$2,000.00
28	Proctor	2	EA	$500.00	$1,000.00
	Concrete Sidewalk, Driveways and Curb Elements				
35	Concrete Sidewalk or Driveway 4" Thick	25	SY	$100.00	$2,500.00
	Traffic Control Devices				
42	Signs, Construction	50	ED	$4.00	$200.00
44	Traffic Cones	250	ED	$2.00	$500.00
45	Flagger Person	60	HR	$50.00	$3,000.00
	PVC C900, for Water & Reclaimed Water Mains, 0' - 6' Depth				
78	12" C900 DR 18 PVC-BLUE	40	LF	$73.00	$2,920.00
	C153 Mechanical Joint Cement Lined Fittings or Flanged Without Accessories				
226	12" 45 Degree Bend	4	EA	$400.00	$1,600.00
243	12" Long Solid Sleeve Coupling	2	EA	$370.00	$740.00
	Horizontal Directional Drill				
299	12" DR11 HDPE DIPS, Roadway Undercrossing	400	LF	$75.00	$30,000.00
	MJ Adapter with Retainer Gland and MJ Accessories				
417	12" Diameter	2	EA	$410.00	$820.00

RFP 24-246 Utilities Construction Services -- Contract No. 24-084

BUDGET

PROJECT NAME: Lake Hamilton 12" HDD at Hwy 17 and Kokomo **DATE: June 3, 2025**

Item #	Description	Quantity	UOM	Unit Price	Extended Price
	Restrained Joint Devices, Fitting Restraint, for Ductile Iron Pipe or PVC				
457	Meg-a-Lug Series 1100 or Equal, Fitting Restraint, 12"	12	EA	$300.00	$3,600.00
	Initial Repair Excavation, for the First 20-Feet of Excavation at the Following Pipe Depths				
512	0'- up to 6' Depth	8	EA	$2,500.00	$20,000.00
513	Over 6' - up to 8' Depth	5	EA	$2,600.00	$13,000.00
	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	100	EA	$35.00	$3,500.00
	Grouting and Abondonment of Existing Pipeline				
609	10" Through 12" Diameter Pipe	400	LF	$50.00	$20,000.00
	Pipeline "Pigging"				
647	Clean New Pipeline With a "Pig", 10" - 12" Diameter Pipeline	400	LF	$3.00	$1,200.00
	Pipeline Pressure Testing				
651	Pipeline Pressure Testing Over 10" to 12" Pipeline	400	LF	$3.00	$1,200.00
	Pipeline Chlorination / Sterilization in Accordance With PCHD Regulation				
655	Chlorinating Over 10" to 12" Pipeline	400	LF	$1.00	$400.00
	Vacuum , CCTV Truck Service, and Tanker				
658	Jet and Vacuum Truck Service	12	PH	$400.00	$4,800.00
	Water Services				
665	12" x 2" Saddle, 2" Corporation Cock and 2" Curb Stop Assembly	1	EA	$1,200.00	$1,200.00
673	1" Blue PE Tubing, Meter Connection	100	LF	$3.00	$300.00
675	2" x 3/4" Meter Connection - Single Service Line and Meter Box	1	EA	$750.00	$750.00
	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)				

RFP 24-246 Utilities Construction Services -- Contract No. 24-084

BUDGET

PROJECT NAME: Lake Hamilton 12" HDD at Hwy 17 and Kokomo **DATE: June 3, 2025**

Item #	Description	Quantity	UOM	Unit Price	Extended Price
711	Public Construction Bond	1	EA	$1,691.00	$1,691.00
				GRAND TOTAL:	$138,941.00

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 Insurance Requirements

The Contractor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Contractor shall provide the 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) _____ (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

_____

Witness

BY: _____ (SEAL)

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				

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

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

RFP 24-246 Utilities Construction Services

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

RFP 24-246 Utilities Construction Services

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

RFP 24-246 Utilities Construction Services

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

RFP 24-246 Utilities Construction Services

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

RFP 24-246 Utilities Construction Services

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

RFP 24-246 Utilities Construction Services

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

RFP 24-246 Utilities Construction Services

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)				

RFP 24-246 Utilities Construction Services

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

RFP 24-246 Utilities Construction Services

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

RFP 24-246 Utilities Construction Services

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

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

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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 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 2024.

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 & UE&I & FPIC

This paper has a colored background and void pantograph.

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

European Union Disclosures
A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.

United Kingdom Disclosures
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Australian Disclosures
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Dubai Disclosures
A.M. Best Europe - Rating Services Ltd. – DIFC Branch is a Credit Rating Agency registered with and regulated by the Dubai Financial Services Authority (DFSA).

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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.

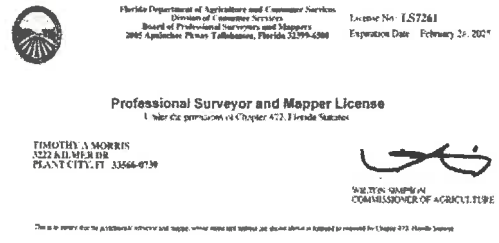
Demonstrate each key staff's availability and office and home location to respond to the needs of the project. Please remember that you will also need to identify the key staff identified to be used under the subcontractors as identified above.

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



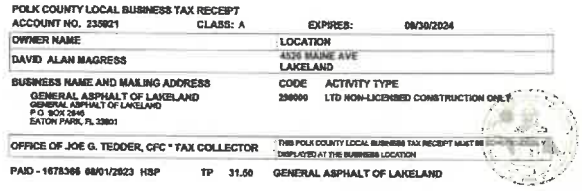
Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

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 33566-9730

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE



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

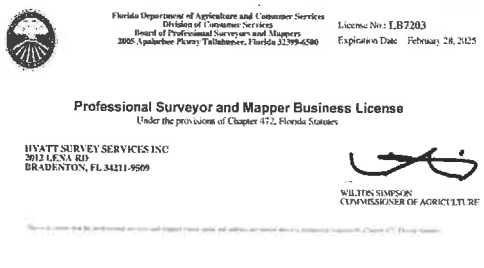
BUSINESS NAME AND MAILING ADDRESS
GENERAL ASPHALT OF LAKELAND
GENERAL ASPHALT OF LAKELAND
P O BOX 2846
EATON PARK, FL 33801

CODE: 290000 ACTIVITY TYPE: LTD NON-LICENSED CONSTRUCTION ONLY

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

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

PAID - 1678366 08/01/2023 HSP TP 31.50 GENERAL ASPHALT OF LAKELAND



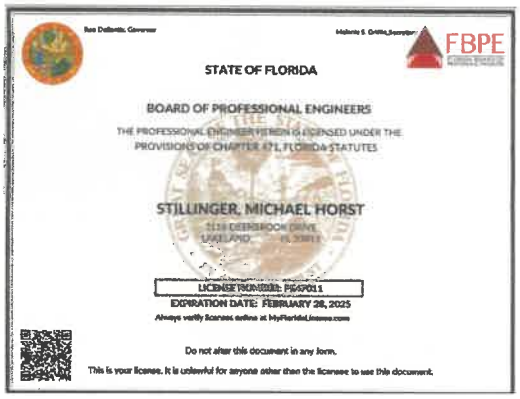
Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

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
Always verify licenses online at MyFloridaLicense.com

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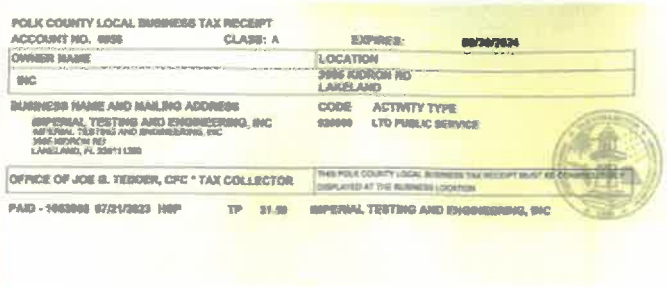
State of Florida

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 33811-1330

CODE: 530000 ACTIVITY TYPE: LTD PUBLIC SERVICE

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE 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

SCOTT RANDOLPH, TAX COLLECTOR - ORANGE COUNTY, FLORIDA

SOLEIM LAURIE PRESIDENT

LP VIDEO PRODUCTIONS INC
SOLEIM LAURIE
1818 ELSA ST
ORLANDO FL 32805-3420

1818 ELSA ST (MOBILE)
U - ORLANDO, 32805

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

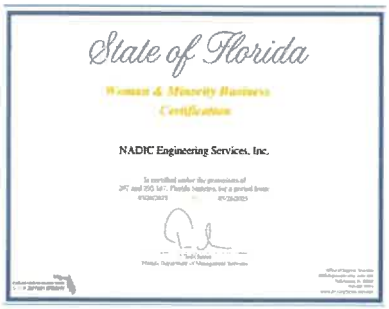
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

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

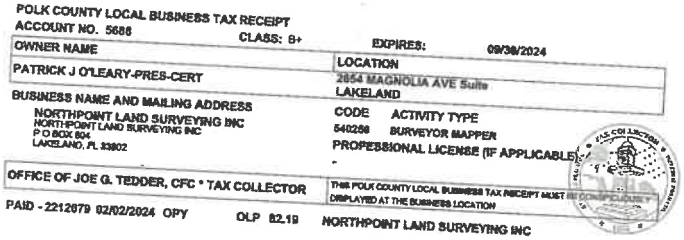
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State of Florida

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: PATRICK J O'LEARY-PRES-CERT
LOCATION: 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

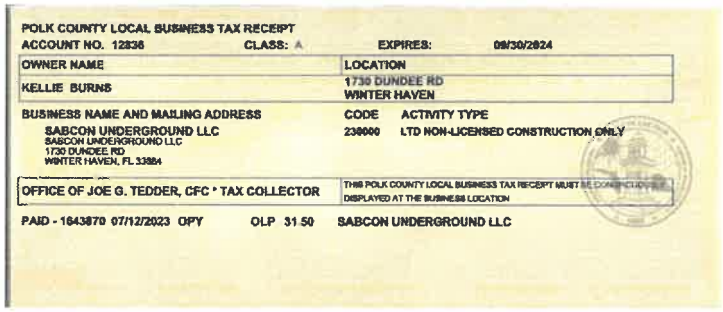
PAID - 2212879 02/02/2024 OPY OLP 82.19 NORTHPOINT LAND SURVEYING INC

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: KELLIE BURNS
LOCATION: 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

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

RFP 24-246 Utilities Construction Services

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

RFP 24-246 Utilities Construction Services

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

RFP 24-246 Utilities Construction Services

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

RFP 24-246 Utilities Construction Services

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

ATTACHMENT C

RFP 24-246 Utilities Construction Services

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

RFP 24-246 Utilities Construction Services

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

RFP 24-246 Utilities Construction Services

COST SHEET

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

RFP 24-246 Utilities Construction Services

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

RFP 24-246 Utilities Construction Services

COST SHEET

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

RFP 24-246 Utilities Construction Services

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				

RFP 24-246 Utilities Construction Services

COST SHEET

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

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				

RFP 24-246 Utilities Construction Services

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

RFP 24-246 Utilities Construction Services

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

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)

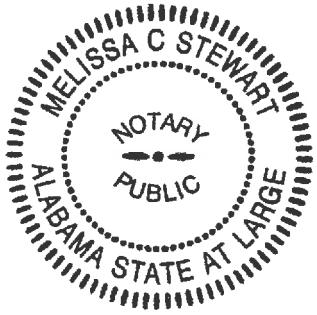


EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

RFP 24-246 Utilities Construction Services

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

RFP 24-246 Utilities Construction Services

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

RFP 24-246 Utilities Construction Services

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

RFP 24-246 Utilities Construction Services

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.

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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

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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
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

1 2 3 4 5 6 7 8 9 10 ... Page size: 10 258 items in 26 pages

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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.



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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

Disclosure Information Form
View AM Best's Rating Disclosure Form

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+

Best's Credit & Financial Reports

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View additional news, reports and products for this company.

Press Releases

Date	Title
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

1 2 3 Page size: 10 26 items in 3 pages

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AM Best Rating Services

Westchester Surplus Lines Insurance Company

BestLink **AMB #: 004433 NAIC #: 10172 FEIN #: 582139927**

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

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Press Releases

Date	Title
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

1 2 Page size: 10 16 items in 2 pages

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AM Best Rating Services

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.

View additional news, reports and products for this company.

Based on AM Best's analysis, 050457 - Zurich Insurance Group Ltd 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:	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

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 Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
November 22, 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 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-

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 #: 050457 - Zurich Insurance Group Ltd.

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
Nov 22, 2023	AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
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

1 2 3 Page size: 10 28 items in 3 pages

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RESOLUTION R-2025-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, POLK COUNTY, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN OF LAKE HAMILTON FOR FISCAL YEAR 2025-2026; REFLECTING AN AMENDMENT TO REVENUE GENERATED TOGETHER WITH THE SOURCES OF THE REVENUE; DELINEATING AN AMENDMENT TO THE EXPENDITURES BY DEPARTMENT OF ACTIVITY; REPEALING ALL PROVISIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, after a duly noticed meeting of the Town Council of the Town of Lake Hamilton, Florida, the 2025-2026 budget amendment was presented to the people of the Town of Lake Hamilton on December 2, 2025; and

WHEREAS, public comments and input were considered by the Town Council in approving the attached budget amendment.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

SECTION 1.

The attached Enterprise Fund budget amendment request in "Exhibit A" for the Town of Lake Hamilton is hereby adopted and incorporated by reference.

SECTION 2.

The sums of money delineated therein, or as much as may be authorized by law, or as may be needed or deemed necessary to defray the expenses and liabilities of the Town are herein confirmed, ratified, and appropriated for the corporate purposes and objects of said Town herein specified.

SECTION 4. CONFLICTS.

All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. SEVERABILITY.

If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidated or impair the validity, force, or effect or any other section or part of this Resolution.

SECTION 6. EFFECTIVE DATE.

This Resolution shall take effect upon its approval and adoption by the Town Council.

INTRODUCED and PASSED at the regular meeting of the Town Council of Lake Hamilton, Florida, held this 2nd day of December 2025.

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		

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

_____

By: Richard Bushart, Vice President

WITNESS:

_____

City Clerk

WITNESS:

_____

TOWN OF LAKE HAMILTON

_____

By: Britnney Sandoval, Town Manager

ATTEST:

_____

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

EXHIBIT "A"

Town of Lake Hamilton
100 Smith Avenue - P.O. Box 126
Lake Hamilton, Florida 33851
(863) 439-1910
www.townoflakehamilton.com

BUDGET AMENDMENT REQUEST FORM

"FR0M ACCOUNT"			"TO ACCOUNT"		
Account Number	**Current Balance**	**Amount Transfer**	**Account Number**	**Amount Transferred**	**New Balance**
Enterprise Reserve Funds		$138,941.00	Repairs and Maintenance 401-533-046	$138,941.00	$217,947.56

JUSTIFICATION:

Utilities Construction to repair 14-inch water transmission line. Construction cost $138,941.00
Resolution R-2025-XX Budget Amendment FY 25-26

APPROVALS:

_____
Brittney Sandoval, Town Administrator, ***Signature / Date***

_____
Phyllis Hall, Mayor ***Signature /Date***

(Request to be placed on Council Consent Agenda for Approval)

Entry Control #_____

Fiscal Year _____

Transaction Date: _____/_____/_____

(For Finance Department Use Only)

_____
Finance Officer's - Signature / Date

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 Change Order Number 3B for Wastewater Treatment Plant Phase II
RESOLUTION R-2025-XX Budget Amendment for FY 25-26

DATE: December 2, 2025

SUMMARY & RECOMMENDATION: Staff is requesting Town Council to approve funding for Change Order Number 3B with contractor (Censtate) at Phase II Wastewater treatment plant improvements. CO No. 3B in the amount of $86,092.13. Funded by Sewer Impact Fees.
The Town Council approved contingency funds for Change Orders included in SRF loan agreement WW531680 which have been exhausted.

Information on the regrading and irrigation line for Change Order 3B.

Regrading Line Item:

- 26,471 sqft of regrading to accommodate future pole barn and to facilitate the stormwater form the landscape buffer
- 22’ of 12” stormwater piping from inlet to SE pond
- (1) precast storminlet provided and installed
- Approx. 5,200 sqft of resodding (to bring pond surrounding area back to precon conditions)

Irrigation Line Item:

- Design of irrigation system for landscape buffer on north, east, and west side of site (to irrigate 229 mid to large trees and 485 shrubs).
- Approx. 48,000 sqft of landscape buffer to be irrigated
- A landscape buffer is required for the WWTF site per Development Code due to bordering eventual single family home area

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

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: Funded with Sewer Impact fees in the amount of $86,092.13.

RECOMMENDATION:

ATTACHMENT(S):
thumbnail_image003.png
Resolution R-2025-XX budget amendment 2025-2026 change order 3 WWTF.pdf
R-2025-XX Change order 3 WWTF project Exhibit A.pdf

Lake Hamilton WW531670 - LAKHA24003 Change Order No. 3 Breakdown					
Change Order 3A - To be signed immediately			**Change Order 3B - To be approved after Dec 2nd meeting**		
Item	Cost		Item	Cost	
WL Extension	$	58,450.09	Regrading of SE Pond	$	48,733.11
Potable Water Service Line	$	15,550.85	Irrigation System	$	37,359.02
Motorized Gate Access System	$	92,886.60	OPS Floor Upgrade - NOT INCLUDED IN TOTAL	$	8,107.48
Ops Building Access System	$	69,866.08		$	-
Mechanical Gate Operator	$	11,810.60		$	-
Relocation of SW OPS Corridor	$	1,798.11		$	-
Total	$	250,362.33	Total	$	86,092.13

RESOLUTION R-2025-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, POLK COUNTY, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN OF LAKE HAMILTON FOR FISCAL YEAR 2025-2026; REFLECTING AN AMENDMENT TO REVENUE GENERATED TOGETHER WITH THE SOURCES OF THE REVENUE; DELINEATING AN AMENDMENT TO THE EXPENDITURES BY DEPARTMENT OF ACTIVITY; REPEALING ALL PROVISIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, after a duly noticed meeting of the Town Council of the Town of Lake Hamilton, Florida, the 2025-2026 budget amendment was presented to the people of the Town of Lake Hamilton on December 2, 2025; and

WHEREAS, public comments and input were considered by the Town Council in approving the attached budget amendment.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

SECTION 1.

The attached Enterprise Fund budget amendment request in "Exhibit A" for the Town of Lake Hamilton is hereby adopted and incorporated by reference.

SECTION 2.

The sums of money delineated therein, or as much as may be authorized by law, or as may be needed or deemed necessary to defray the expenses and liabilities of the Town are herein confirmed, ratified, and appropriated for the corporate purposes and objects of said Town herein specified.

SECTION 4. CONFLICTS.

All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. SEVERABILITY.

If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidated or impair the validity, force, or effect or any other section or part of this Resolution.

SECTION 6. EFFECTIVE DATE.

This Resolution shall take effect upon its approval and adoption by the Town Council.

INTRODUCED and PASSED at the regular meeting of the Town Council of Lake Hamilton, Florida, held this 2nd day of December 2025.

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
100 Smith Avenue - P.O. Box 126
Lake Hamilton, Florida 33851
(863) 439-1910
www.townoflakehamilton.com

BUDGET AMENDMENT REQUEST FORM

"FR0M ACCOUNT"		
Account Number	**Current Balance**	**Amount Transfer**
401-535-652Wastewater impact fees	$605343.00	$86092.13

"TO ACCOUNT"		
Account Number	**Amount Transferred**	**New Balance**
401-535-063	$86092.13	$8,153,584.13

JUSTIFICATION:
Change order 3B for the WWTF Phase II Project

APPROVALS:

_____
Brittney Sandoval, Town Administrator, ***Signature / Date***

_____
Phyllis Hall, Mayor, ***Signature /Date***

Entry Control #_____

Fiscal Year _____

Transaction Date: _____/_____/_____

(For Finance Department Use Only)

_____
Finance Officer's - Signature / Date

(Request to be placed on Council Consent Agenda for Approval)

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 Purchase of New Vehicle (budgeted FY 25/26) for the use of the Water Department providing transportation for a new staff hire.

DATE: December 2, 2025

SUMMARY & RECOMMENDATION: Staff is requesting that Council consider the purchase of (one) new 2025 F-150 for the use of the water department providing transportation for new staff to perform duties. This item was budgeted in the FY25-26. Staff received 3 quotes from different vendors and recommends going with the lowest quote from Jarrett Gordon Ford in the amount of $39,244.50.

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

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: This new vehicle purchase $39,244.50 was budgeted for FY 25/26 Enterprise Fund/ Water Department Capital Outlay GL Code 401-533-064.

RECOMMENDATION:

ATTACHMENT(S):
City of Lake Hamilton Worksheet F1K PDF.pdf
TOWN OF LAKE HAMILTON 53651270 QUOTE.pdf
REQUEST FOR PAYMENT VOUCHER F150.xlsx
Lake Hamilton Updated F-150.pdf

November 6, 2025

City of Lake Hamilton
Patrick Henry

	DESCRIPTION		
F1K	2026 F150 Regular Cab 6.5' Box 122" WB		
101A	XL Equipment Group		
995	5.0L V8 Engine		
44G	Electronic 10-Speed Transmission		
XL6	3.73 Electronic Locking Rear Axle		
18B	Black Platform Running Boards		
153	Front License Plate Bracket		
	Factory Invoice		$40,384.00
	Government Price Concession Discount		$3,100.00
	4.35% Contract Discount		$1,621.85
	Single Lid Tool Box, 4 Corner Amber LED's, Spray in Bedliner, Deep Window Tint, 3rd Key, Bartow Ford Custom Installation		$3,624.00
	Yellow COUNTY Tag		$138.95
			$0.00
	TOTAL PURCHASE AMOUNT PER UNIT		**$39,425.10**

Pricing in accordance with the Charlotte County Contract # 20250009

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Jacob Kendrick
Commercial Fleet Sales
Direct Line (863) 640-1918
Fax (863) 533-8485

Date: ***11/13/2025 11:00 AM***
Salesperson:
Manager: ***Stephen Weikert***

FOR INTERNAL USE ONLY

BUSINESS NAME ***TOWN OF LAKE HAMILTON*** Home Phone:
CONTACT

PO BOX 126
Address : ***LAKE HAMILTON, FL 33851*** Work Phone:

E-Mail : Cell Phone:

VEHICLE

Stock # : ***53651270*** New / Used : ***New*** VIN : ***1FTMF1KPXSKF51270*** Mileage : ***10***

Vehicle : ***2025 Ford F-150*** Color : ***OXFORD WHITE***

Type : ***XL 4x2 Regular*** ***F1K***

TRADE IN

Payoff : VIN : Mileage :

Vehicle : Color :

Type :

Selling Price		40,045.00
Discount		1,558.00
Rebate		1,000.00
Adjusted Price		37,487.00
	Window Tint	275.00
	Strobes	1,025.00
	Toolbox	650.00
	Spray In Bedliner	550.00
Total Purchase		39,987.00
Trade Allowance		
Trade Difference		
Taxable Fees (Estimated)		255.50
Doc Fee		399.00
Non Tax Fees		404.00
Trade Payoff		
Cash Deposit		
Balance		41,186.20

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

Request for Payment $25,000 and Over

#VALUE!

Deparment:	Water
Request Date:	11/13/2025
Requested Amount:	$39,244.50

025 F150 from Jarrett Gordon Fo

401-533-064

Only Use The Line Below If Funds Are Being Transsferred From Another GL-Account

GL-ACCT#:		GL-ACCT#:
FROM		TO

Dept. Director:	Approved Date:
Administrator:	
Finance Director:	Town Clerk:

Request for Payment $2,000 and Over

#VALUE!

Deparment:	**Water**
Request Date:	**9/30/2025**
Requested Amount:	**$2,560.00**

Install new flow meter at WTP and soft start programing.

401-533-046

Only Use The Line Below If Funds Are Being Transsferred From Another GL-Account

GL-ACCT#:		**GL-ACCT#:**
FROM		TO

Dept. Director:
Administrator:
Finance Director:

Approved Date:

JARRETT GORDON Ford
I-4 & 27
Davenport, FL

Purchase Agreement

Wayne Aeschliman
Jarrett Gordon Ford Davenport
2600 Access RD NW
Davenport, FL 33897

Buyer	Co-Buyer	Vehicle
Town Of Lake Hamilton Mathew Jones 100 Smith Ave Lake Hamilton, FL 33851 C: (689) 325-8477 mjones@townoflakehamilton.com		2025 Ford F-150 XL VIN: 1FTMF1KP5SKF80059 Stock #: 25720 Mileage: 5 Color: Oxford White

Purchase Details	
Retail Price:	$40,045.00
Sales Price:	$35,876.00
Savings:	$4,169.00
Accessories:*	$2,199.00
Service Contract:	$0.00
GAP:	$0.00
Government Fees:	$370.50
Doc Fees:	$799.00
Total Taxes:	$0.00
Total Sales Price:	$39,244.50
Trade Allowance:	$0.00
Trade Payoff:	$0.00
Trade Equity:	$0.00
Rebate:	$0.00
Cash Down:	$0.00
Cash Price:	$39,244.50

X _____
Customer Signature

_____
Date

X Wayne Aeschliman
Manager Signature

11/14/2025
Date

* **Accessories:** BEDLINER SPRAY IN: $599.00, 4 CORNER STROBES WHITE / WHITE: $950.00, TOOLBOX: $450.00, TINT ALL WINDOWS: $200.00

Disclaimer:

Printed 11/14/25 11:44 AM

*Interest rates are based on the stores average APR. True APR is determined by personal credit and approval by lending institution. Current APR exposed is for general payment purpose only and in no way means you are approved.

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Jeffrey Ball, AICP, Community Director Director

AGENDA ITEM: Request for Legislative Intent and Staff Direction for allowing fences on vacant property.

DATE: December 2, 2025

SUMMARY & RECOMMENDATION: Current Town Code Sec. 16-176 requires a principle structure\use to be present on the property before a permit for an accessory structure can be issued. These structures such but not limited to fences, gazebos, swimming pools, and sheds to ensure that structure meets the development standards cited in the Code.

Sec. 16-137 Exceptions

(b) Fences, walls, and hedges.

(1) Within residential zones, fences or walls may be erected, placed or maintained on any lot line or within any rear or side yard if not more than six feet in height, or four feet high in front yard areas, measured from the natural contour of the ground on adjoining lot, or on the particular lot, whichever is lower.

Sec. 16-176. General requirements for accessory uses and structures.

(a) Intent, interpretation, definition. It is the intent of this section to regard certain uses and structures as being accessory to the principal use of the premises so that they may be carried on under the umbrella of the principal use. A use or structure will be considered "accessory" when it is being used in conjunction with the principal use and is incidental and integrally related to the principal use. All accessory structures are listed in table 16-176.1.

Relationship to principal use.
b(1) No accessory use or structure shall be allowed on any lot, except in the AG, agricultural district, unless it is accessory to an existing principal use or structure on the lot on which it is to be located".

Due to a growing concern of illegal dumping and or uses on vacant properties within the JT Miller Subdivision, staff is requesting direction and Legislative intent to address this on-going issue.

Options the Council may consider allowing fencing of vacant properties townwide:

Option #1: As allowed in Sec. 16-137 limiting the height of the fence to 4' within the front setback as if there was a principle use.
Option #2: Considering aesthetics and safety, only allowing chain-link fencing along the front of the property where the property fronts a publicly maintained roadway.
Option #3: Combining options #1 and #2 allowing up-to a 4' chain-link fence along the front of the property.
Option #4: Allow a 6' privacy fence along all four sides of the property. This would create safety and aesthetic concerns. Current code prohibits a 6' tall fence within the front setback for the house. Current Code only allows a 4' tall fence.
Option #5: "No recommended changes".

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

ATTORNEY REVIEW: YES: ☐ NO: ☒ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: N/A

RECOMMENDATION:

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH:

FROM: Phyllis Hall, Mayor

AGENDA ITEM: Approve Town Clerk Evaluation and consider merit increase.

DATE: December 2, 2025

SUMMARY & RECOMMENDATION: Evaluations for the anniversary of the Town Clerk have been received and tabulated. The tabulation sheet will be provided to Council at the meeting. Approval of the tabulation is needed and also to consider the merit increase.

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

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: Any merit increase would be a financial impact. Please note that merit increases are included in the budget therefore the standard merit increase has been budgeted.

RECOMMENDATION: